

Standard Gas Contract

Electricity Generation and Retail Corporation trading as Synergy

ABN: 58 673 830 106

Address: 228 Adelaide Terrace, Perth, WA 6000

Fax: (08) 9221 4628 Email: [To be completed at time of issue]

The following notice applies if this is an **unsolicited consumer agreement** (as defined in the *Australian Consumer Law*):

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 Synergy for the supply of gas to the premises on the terms and conditions contained in the Synergy Standard Gas Terms and Conditions;
- (b) acknowledge receipt of prescribed Marketing Code and Australian Consumer Law information outlining the various rights and obligations of Synergy 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 **Synergy** by its duly authorised representative:

Sign _____

Name (print) _____

Date _____

Agent details (if acting on Synergy's behalf)

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

Sign _____

Name (print) _____

Date _____

Company name _____

Business address (not PO Box) _____

email address _____

Telephone _____

CONTRACT PARTICULARS

1. Your details

Title:

Family name:.....Given names:.....

Postal address:

Suburb:.....Postcode:.....

Home:.....Work:.....Mobile:.....

Facsimile:..... Email.....

2. Your business details *(complete this section for business applications only)*

Registered Business Name:.....

ABN/ACN:.....

3. Connection details *(address of site connection required)*

Unit No:Lot/House No:Street:.....

Suburb:.....Postcode:.....

Date connection required:.....

4. Product & pricing details *(To be completed by a Synergy representative)*

.....

5. Billing frequency

Standard Group

Standard means a single bill relating to a single supply address. *Group* means a single bill relating to multiple supply addresses or multiple sites at the same supply address.

6. Cooling-off period

In addition to *your* rights under the Synergy Standard Gas Terms and Conditions, *you* can end the *contract* by giving *us* notice that *you* want 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 *you* were given the *contract*,

(the cooling-off period)

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

(c) gas is not connected to the *premises*; or

(d) gas is connected to the *premises*, but no gas is being supplied to the *premises* by *us*.

If, at *your* request, we supply *you* with gas during the *cooling-off period* and *you* end the *contract* during the *cooling-off period*, we may charge *you* for any gas and associated services supplied to *you* during this period.

ATTACHMENT A

The following notice applies if this is an **unsolicited consumer agreement** (as defined in the *Australian Consumer Law*):

NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

Your additional rights to cancel this agreement

In addition to *your* rights described in the agreement:

- (a) *You* have a right to cancel this agreement at any time within 10 business days from and including the day after *you* signed or received this agreement.
- (b) *You* also have a right to cancel this agreement at any time within 3 months from and including the day after *you* signed or received this agreement 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).
- (c) *You* also have a right to cancel this agreement at any time within 6 months from and including the day after *you* signed or received this agreement 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).

You may cancel this agreement by telling *us* over the telephone or in person that *you* would like to cancel the agreement or by:

- (d) giving *us* a notice personally; or
- (e) giving *us* or sending *us* a notice, in an envelope addressed to Synergy 228 Adelaide Terrace, Perth, WA, 6000; or
- (f) sending *us* an email to [To be completed at time of issue]; or
- (g) sending *us* a fax to (08) 9221 4628

saying that *you* would like to cancel the agreement.

You may use the notice attached as **Attachment B** to this agreement to let *us* know *you* would like to cancel the agreement.

Supplying goods or services during the cooling-off period

We are not allowed to supply *you* with gas or accept or ask for any payment for gas at any time within 10 business days from and including the day after *you* signed or received this agreement, unless:

- (h) gas is not connected to the premises; or
- (i) gas is connected to the premises, but no gas is being supplied to the premises by *us*.

ATTACHMENT B

Section 82

Australian Consumer Law

Cancellation notice – Unsolicited consumer agreement

Right to cancel this agreement within 10 business day cooling-off period

You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

Extended right to cancel this agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and **send it to the supplier.**

Alternatively, write a letter or send an email to the supplier.

Supplier details (to be completed by the supplier)

Name: Synergy

Address: 228 Adelaide Terrace, Perth, WA, 6000

Email address (if any):

Fax number (if any): (08) 9221 4628

Details of goods or services supplied under the agreement:

Cost of goods or services:

Date of agreement:

Transaction number (if any):

Consumer details

Name of consumer:

Consumer's address:

I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer:

Date:

Note: You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

SYNERGY
(ABN 58 673 830 106)
STANDARD GAS
TERMS AND CONDITIONS

1 SUPPLY OF GAS

Where these terms and conditions apply, 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 *residential customers* and *business customers* who pay the *standard price* for gas.

2 WE WILL COMPLY WITH CERTAIN CODES, STANDARDS AND POLICIES

We will comply (where they are applicable to you) with certain *regulatory requirements*, provisions in the *relevant regulations* and a number of codes, standards and *relevant policies*, including (where applicable to you):

- (i) the standards of service set out in Part 5 of the *Customer Contracts Regulations*;
- (ii) the *AGA Code*; and
- (iii) the *Marketing Code*;
- (iv) the *Gas Customer Code*; and
- (v) the standards of service in *our relevant policies*.

You can obtain more information about the *AGA Code*, *Marketing Code*, the *Gas Customer Code*, *relevant regulations* and *our relevant policies* from us or the Economic Regulation Authority - www.erawa.com.au.

3 WHEN THE CONTRACT STARTS

The *contract* begins on the date and time that we agree to supply gas to you or at any earlier time when gas is deemed by law to be supplied to you under these terms and conditions.

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*: 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 Tariffs 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 22.2 for how we publish information). We will also notify you of the changes in the *standard prices* by no later than your next bill.

For an explanation of the *standard prices* available and the eligibility conditions applying to those *standard prices*, please visit our website or call us.

4.3 What makes up a *standard price*?

A *standard price* includes a fixed component and a usage component based on the amount of gas you use. The fixed component and the usage component are specified in the *standard price* we publish. 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. Please advise us if you wish to choose a different *standard price* from the price appearing on your bill. If you meet the relevant eligibility conditions and it is otherwise available to you, we will change the *standard price* that applies to you to the *standard price* of your choice.

The new *standard price* will be effective from the date that your meter was last read. In some cases, the network operator may need to adjust the meter at your premises or provide you with a new meter in order for us to provide you a different *standard price*. In that case, the new *standard price* will be effective when your meter is adjusted or your new meter has been installed by the network operator. Please note that there may be a separate charge for meter adjustments and new meters in order for us to pay the network operator for the meter adjustments or new meters. For an explanation of these charges, please visit our website or call us. In the event of any delay in a meter adjustment or a new meter installation by the network operator we shall have no liability for any loss (either direct or indirect) to you for that delay.

4.5 Eligibility conditions on *standard price*

Residential *standard price*

Under the *Gas Tariffs Regulations* to be eligible for the residential *standard price*, either:

- (a) the *premises* must be a dwelling (a house, flat, home unit or other place of residence) and the gas supplied there is solely for residential use; or
- (b) the *premises* is not a dwelling (a house, flat, home unit or other place of residence) but the gas supplied to the *premises* is separately metered and is solely for residential use.

If you are paying a residential *standard price*, you must not use gas for a non-residential purpose and must advise us as soon as possible if you do so.

Business standard price

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

You must ensure you are on the correct standard price

It is *your* responsibility to assess if the *standard price* *you* are paying is appropriate for *your* circumstances based on eligibility conditions applicable to that *standard price*.

You must advise *us* as soon as possible if *you* no longer meet the eligibility conditions applying to the *standard price* that *you* currently pay.

If *we* discover that *you* are no longer eligible to receive the price that *you* currently pay, then *we* can advise *you* in writing of the new *standard price* that *you* must pay instead of the price that *you* currently pay.

If *you* are no longer eligible to receive a particular *standard price* because *we* no longer offer that *standard price* *we* will notify *you* on or before the date of the withdrawal and offer *you* an alternative *standard price*. In the event *you* do not nominate an alternative *standard price* then *we* can advise *you* in writing of the new *standard price* *you* must pay.

4.6 We can recover if you have been undercharged because you were on the wrong standard price

If *you* have been undercharged for *your* gas supply because *you* were being charged at a *standard price* that *you* were not eligible to receive, then *we* can require *you* to pay to *us* the amount that *you* have underpaid. For example, if *you* are paying a residential *standard price*, and start using gas for a non-residential purpose without giving *us* proper notice, *we* can backdate the business *standard price* to the start of the non-residential use. However, if the undercharge resulted from an error, defect or default for which *we* or the *network operator* is responsible:

- *we* can only require *you* to pay *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that *we* advise *you* of the new *standard price*, unless *you* provided *us* with incorrect information [or the undercharge was directly attributable to *your* act or omission]; and
- if *you* are a residential customer, *we* will offer *you* the option to pay the correcting payment by instalments.

However, if at any time *you* consume 1 terajoule or more of gas per annum, then despite the above, *we* can recover the amount of any underpayment subject to and in accordance with applicable laws, including the *Energy Operators (Powers) Act 1979 (WA)*.

4.7 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*.

4.8 Concessions

If *you* are eligible for a *concession* and *you* apply to *us*, we will provide that *concession* to *you*. *You* can contact *us* if *you* have any queries about *your concession* eligibility.

4.9 Eligibility conditions on concessions

If *you* are no longer eligible for a *concession*, *you* must advise *us* as soon as possible.

If we discover that *you* are no longer eligible for a *concession*, then we will advise *you* in writing that *you* will not be receiving that *concession* any more. We can also require *you* to pay to *us* the amount (if any) that *you* have underpaid. However, if the underpayment resulted from an error, defect or default for which we or the *network operator* are responsible:

- we can only require *you* to pay *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that we advise *you* that *you* will not receive the *concession* or a longer period if the underpayment was directly attributable to *your* act or omission; and
- if *you* are a *residential customer*, we will offer *you* the option to pay the correcting payment by instalments.

However, if at any time *you* consume 1 terajoule or more of gas per annum, then despite the above, we can recover the amount of any underpayment subject to and in accordance with applicable laws, including the *Energy Operators (Powers) Act 1979 (WA)*.

5 HOW WE WILL CALCULATE YOUR GAS USE

5.1 Measuring gas

We use *meter* readings that are provided to *us* 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.

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

5.2 Basis of a bill

We will use *our* best endeavours to obtain metering data as frequently as required to prepare your bill. In any event, we will use best endeavours to ensure that the *network operator* (or its agent) reads the *meter* at least once every 12 months. However, if we ask *you* or the *network operator* asks *you*, *you* can agree to read the *meter yourself* and provide the *network operator* (or us) with the *meter* readings. In that case, we will bill *you* on the basis of *your meter* readings subject to *regulatory requirements, relevant codes and relevant regulations* (where applicable to *you*).

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:

- (i) 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;
- (ii) access to the *meter* is not possible for safety reasons;
- (iii) *you* are vacating the *premises* and require a final bill immediately; or
- (iv) we cannot otherwise reasonably base a bill on the *network operator's* or *your* 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 use estimates, then:

- (a) we will say on *your* bill that we have done so;
- (b) we will tell *you* on request:
 - (i) the basis of the estimation; and
 - (ii) the reason for the estimation; and
- (c) *you* may request:
 - (i) a verification of a *meter* reading; and
 - (ii) a *meter* reading.

If we have provided *you* with an estimated bill, which is not a final bill, and we subsequently obtain an actual *meter* reading from the *network operator* or *you*, 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 *you* denied *us* or the *network operator* access to *your meter* and *you* ask that we replace the estimated bill with a bill based on an actual *meter* reading, we will do so, provided *you* grant the *network operator* (or its agent) and *us* (or *our* agent)

due access to the *meter* and pay us our reasonable charge for reading the *meter*.

5.3 You can request a meter test

You can ask us to have the *meter* tested 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 our reasonable charge for testing the *meter*. If we find that the *meter* is not measuring accurately, then we will refund to you any *meter* testing charge you have paid.

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 in accordance with a *billing cycle* that we set for our relevant customers from time to time. As an indication (and subject to the *Gas Customer Code*), our *billing cycle* is no more than once a month and no less than once every three months, unless you have agreed otherwise.

6.2 Things we include in your bill

Unless you agree otherwise, your bill will contain the information required under clause 4.5(1) of the *Gas Customer Code* relevant to the *billing cycle* including:

- (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, if a residential *standard price* applies to you, the instalment payment options that are available to you; 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 any *security you provided* (in accordance with clause 18); and
- (t) contact details of the *gas industry ombudsman*.

The *standard price* and other *fees* will be separately itemised on *your bill*. If we provide *you* with additional goods or 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 also ask to make payments in advance.

You can find out the 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*. If *you* are paying a residential *standard price* and seek assistance, we will assess *your* request within 3 *business days* of *your* request. If we assess that *you* are having *payment difficulties* or experiencing *financial hardship*, we will:

- (a) offer *you* additional time to pay; and/or
- (b) offer *you* an interest-free and fee-free instalment plan option; and/or
- (c) allow *you* to redirect *your* bill to a third person at no charge; and/or
- (d) provide *you* with information about *concessions* and information about, and referral to, applicable government assistance programs; and/or
- (e) provide *you* with information about independent financial counselling services and other relevant consumer representative organisations available to *you*.

If *you* are paying a *business standard price* and *you* are experiencing *payment difficulties*, we will consider any reasonable request for alternative payment arrangements.

For more information about government assistance programs and independent financial counselling services, contact *us* (see clause 23.3 for *our* contact details).

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) subject to complying with clause 5.6 of the *Gas Customer Code* (where applicable), 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 22.2 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's 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.

If an amount specified in *your* bill remains overdue for payment for more than 60 days and:

- *you* do not have an unresolved complaint made in good faith relating to *your* payment default for that overdue amount; and
- *your* payment default for that overdue amount does not relate to a portion of *your* bill that *you* have asked *us* to review,

then we may give information about *you* and that payment default to a credit reporting agency. This information will allow the credit reporting agency to create or maintain a credit information file containing information about *you*. The information that we disclose about *you* can include any of the following:

- (i) Identity details – *your* name, sex, address (and *your* previous two addresses), date of birth, name of employer and drivers licence number;
- (ii) Amounts that are overdue by more than 60 days and for which debt collection action has started;
- (iii) Advice that *your* payments are no longer overdue in respect of any default that has been listed;

- (iv) Information that, in *our* opinion, *you* have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with *your* credit obligations); and
- (v) Dishonoured cheques – a cheque drawn by *you* for \$100 or more which has been dishonoured more than once.

This information may be given before, during or after the supply of good or services to *you*.

6.7 You can obtain your billing data

If *you* ask *us*, we will give *you* a copy of *your* billing data held by *us* for the *premises*. 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*.

We will provide the data to *you* within 10 *business days* of the date we are deemed to receive:

- (a) *your* request; or
- (b) if we ask *you* to pay a reasonable *fee* for providing the billing data, *your* payment of this *fee*.

We must provide *you* with historical billing data free of charge:

- (i) for the period 2 years before a request; or
- (ii) if the request is in relation to a dispute with *us*.

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.

If in accordance with clause 4.16 of the *Gas Customer Code* (where applicable), *you* request *us* to review *your* bill, then we will review *your* bill and inform *you* of the outcome of the review as soon as we can and no later than 20 *business days* from the date we are taken to receive *your* request for *us* to review *your* bill.

If after a review of *your* bill:

- (a) we are satisfied the bill is correct, we:
 - (1) may require *you* to pay the unpaid amount; and
 - (2) will advise *you* that *you* can ask *us* to arrange a *meter* test; and
 - (3) will advise *you* of *our* *customer complaints policy* and any external complaints handling processes; or
- (b) we are satisfied the bill is incorrect, we will adjust the bill for any undercharging or overcharging (clause 7.2 explains how we do this).

7.2 Undercharging and overcharging

- (a) If we undercharge *you* for any reason, then we can require *you* to make a correcting payment. However, if we undercharge *you* due to an error, defect or default for which we or the *network operator* are responsible, then (subject to clause 4.6, where it applies) we can only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to the date that we advise *you* that *you* have been undercharged unless the undercharge was directly attributable to *your* act or omission and, if *you* are a *residential customer*, we will offer *you* the option to pay the correcting payment by instalments. However, if at any time *you* consume not less than 1 terajoule of gas per annum, then despite the above, we can recover the amount of any undercharge subject to and in accordance with applicable laws, including the *Energy Operators (Powers) Act 1979 (WA)*.
- (b) If we overcharge *you* due to an error, defect or default for which we or the *network operator* are responsible (including where the *meter* has been found to be defective), then, subject to the *Gas Customer Code* (where applicable to *you*) and to clause 21, we will credit the amount to *your* account or we may give *you* the option of having the amount repaid to *you*. The 12 month limit referred to in clause 7.2(a) does not apply to amounts that we have 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* for the *premises* and any pipes, apparatus, 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*” means all pipes, apparatus and other equipment or works located after (downstream of) the point that gas leaves the *meter* for the *premises* which are used for, or in connection with, the supply or consumption of gas, except any *gas supply equipment*.

8.3 Things that you are prohibited from doing

You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *gas supply equipment*; or
- (b) do anything that will prevent *us* or the *network operator* from accessing the *gas supply equipment*; or

- (c) use gas in a way that interferes with the supply of gas to anyone else; or
- (d) use gas in a way that causes loss to *us* or anyone else; or
- (e) use gas in a way that interferes with the supply of gas by *us* to *you*; or
- (f) unless *you* have permission from *us* or the *network operator*, turn the *meter* on if the *meter* has been turned off by *us* or by the *network operator*; or
- (g) contravene any applicable laws in relation to the use of gas, use or operation of the *gas supply equipment* or use or operation of *your equipment*; or
- (h) 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 want gas supplied to the premises

If *you* want gas to be supplied to the *premises*, then before we supply *you* gas at the *premises*, *you* must:

- (a) apply to *us* for gas supply (by phone, in person or in writing) and provide *us* with identification we consider acceptable; and
- (b) if we require it, provide *us* with assurance that we and persons nominated by *us* (including the *network operator*) will be able to access the *premises*, *meter* (and other *gas supply equipment*) and *your 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) if we require it, in the case of a new gas connection, provide *us* with information about *your* estimated gas usage; and
- (f) if we require it, 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) if we require it, 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 agreed with *us*).

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 the *premises* do 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) a gas service connection and *meter* must be installed by the *network operator* at the *premises* and must be available to use; and
- (c) the *gas supply equipment* (and its installation) and *your equipment* (and its installation) must comply with the *regulatory requirements*; and
- (d) if we ask *you*, *you* have given us (or the *network operator*) notices of installation or completion of work on *your equipment* from a *gas installer*; and
- (e) there is an adequate supply of gas 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:

- (c) *you* do the things listed in clause 9.1; and
- (d) *you* apply to us before 3.00 pm on the *business day* before *you* require connection; and
- (e) the *gas supply equipment* (and its installation) and *your equipment* (and its installation) must comply with the *regulatory requirements*; and
- (f) there is an adequate supply of gas available at the necessary volume and pressure at the boundary of the *premises*; and
- (g) the *meter* at the *premises* is available to use; and
- (h) 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:
 - (i) at least 3 *business days* before *you* move out; and
 - (ii) 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 arrange 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 consumed at the *premises* and other charges relating to *your* supply at the *premises* (including, for

example, supply charges) 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 our reasonable charges for reading the meter and for gas up to the time specified in your notice.
- (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 our reasonable charges for reading the meter and for gas used at the premises for up to a maximum of 5 days after you notify us that you have moved out of the premises.
- (e) 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.
- (f) If you have reasonably demonstrated to us that you were evicted from the premises or were otherwise required to vacate the premises, then we will not require you to pay for gas consumed at the premises from whichever is the later of, the date you vacate the premises and the date that you notify us of the following:
 - (1) the date that you vacated or intend to vacate the premises; and
 - (2) a forwarding address to which a final bill may be sent.However, we may still charge you for other charges relating to your supply at the premises (including, for example, supply charges and our reasonable charges for reading the meter).
- (g) 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, convenient and unrestricted access to the premises when we or they 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) Subject to clauses 10(c), 10(f) and 22.5, we will give you at least 24 hours notice (unless you consent to a shorter time) before we or the network operator (or any person nominated by us) enters the premises to undertake inspections, repairs, testing or maintenance of the gas network at the premises in relation to this contract, except in any of the following cases (where we, the network operator or any person nominated by us may enter the premises without giving you prior notice):

- (1) for routine *meter* reading or *meter* replacement; or
 - (2) in an *emergency*; or
 - (3) if we or the *network operator* suspect that gas is being obtained or used illegally at the *premises*.
- (c) Subject to clauses 10(f) and 22.5, if we or the *network operator* (or any person nominated by us) enters the *premises* for the purposes of planned maintenance work at the *premises* or on the *gas network* then we or the *network operator* will give you at least 4 *business days* notice unless you consent to a shorter time.
- (d) Any representative of the *network operator* or us who seeks access to 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*.
- (e) If you do not provide safe and unrestricted access to the *premises* for the purposes of a *meter* reading by the *network operator*, we can request you to read the *meter* and provide the *meter* reading to the *network operator*. If we make that request, then you must read the *meter* and provide the *meter* reading to the *network operator* within the timeframe specified in our request. This does not prejudice our rights and remedies in respect of your breach of clause 10(a)(1).
- (f) Nothing in this *contract* limits or excludes in any way the consent you are deemed to have given under section 46(9) of the *Energy Operators (Powers) Act 1979* (WA) and this clause 10 is otherwise subject to clause 23.5 (which relates to the application of laws).

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 reasonably practicable once it is safe to do so (see clause 11.8 for information about reconnecting your gas supply).

In certain circumstances we can charge you a fee for disconnecting your gas supply in an *emergency* – see clause 11.10.

11.2 Health and safety

Without limiting our rights under clause 11.1, 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*.

In certain circumstances we can charge you a fee for disconnecting your gas supply in relation to health or safety reasons – see clause 11.10.

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. 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 reasonably practicable once it is safe to do so.

In certain circumstances we can charge you a fee for disconnecting your gas supply in relation to planned work – see clause 11.10.

11.4 Events beyond your control

If an event beyond your control occurs and prevents you performing any of your obligations under this contract to any extent, you must tell us as soon as reasonably practicable, and you are then not required to perform that obligation to the extent and for as long as you are prevented by that event beyond your control. However, you must pay your bill by the due date shown on the bill, even if an event beyond your control occurs.

11.5 Events beyond our control

If an event beyond our control occurs and prevents us performing any of our obligations under this contract to any extent, then we are not required to perform that obligation to the extent and for as long as we are prevented by that event beyond our control. If such an event beyond our control occurs and we consider it appropriate to do so, we may notify you of the event beyond our control by any reasonable means, including 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 22.1 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 about access to 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; or

- (j) *you* commit a substantial breach of any of *your* obligations under this contract; or
- (k) without limiting any of the above paragraphs, *you* breach any of *your* obligations under this contract and fail to remedy the breach within 10 *business days* of us requesting *you* to do so.

We can charge *you* a fee for disconnecting *your* gas supply in these circumstances – see clause 11.10.

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 have not taken reasonable action towards settling the debt within the specified time (which must be at least 5 *business days*).

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 *meter*, we will:

- (i) only disconnect *you* if *you* have denied access for the purposes of reading the *meter* for the purposes of issuing 3 consecutive bills; and

- (ii) only disconnect *you* if each time access was denied we gave *you* 5 *business days* notice in writing:
 - (1) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
 - (2) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
 - (3) advising *you* of our ability to arrange disconnection if *you* fail to provide access to the *meter*; and
- (iii) use *our* best endeavours to contact *you* to advise of the proposed disconnection; and
- (iv) give *you* an opportunity to offer reasonable alternative access arrangements; and
- (v) 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

- (a) Unless disconnection was requested by *you* or is required under the *Gas Standards Act 1972* or another law, we will not disconnect or cause disconnection of *your* gas supply at the *premises* if *you* give *us* a written 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 for gas supplied.
- (b) Unless disconnection:
 - (i) was requested by *you*; or
 - (ii) is required by law; or
 - (iii) occurred for *emergency* reasons; or
 - (iv) was the result of a planned interruption (including a temporary unavailability of supply from the *gas network* to *you* due to *planned work*); or
 - (v) was to prevent unauthorised utilisation (including if *you* have obtained any supply of gas at the *premises* otherwise than in accordance with the *AGA Code* or in breach of any *regulatory requirement*),we will not arrange for disconnection or disconnect *your* gas supply at the *premises* if:
 - (1) *you* have applied for a government concession or grant and the application has not been determined; or
 - (2) *you* have made a complaint to *us*, the *network operator*, the *gas industry ombudsman* or another external dispute resolution body about a matter directly related to the

- reason for the proposed disconnection and the complaint remains unresolved; or
- (3) *you* have agreed to a *payment plan* or other payment option acceptable to *us*; or
 - (4) *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
 - (5) *you* have not paid *your* bill, but the outstanding amount is less than an average bill over the previous 12 months, and *you* have agreed to repay the outstanding amount; or
 - (6) *you* have an outstanding amount on *your* bill that relates to a *standard price* or other *fee* not contemplated by the AGA Code; or
 - (7) disconnection would occur on a Friday, Saturday, Sunday or public holiday in Western Australia, or on the day before such a public holiday or after 3.00 pm on any other day; or
 - (8) 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 if we are reasonably satisfied that, within 10 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist and that it is safe to reconnect and no other circumstances are existing that would entitle *us* or the *network operator* to disconnect *your* gas supply under this clause 11 or any law.

For example:

- (a) if *you* were disconnected for non-payment at the *premises* and *you* pay *us* all outstanding arrears plus any reasonable costs we incur in disconnecting and reconnecting *you*; or
- (b) we offer *you* and *you* accept an instalment plan and *you* honour that instalment plan; or
- (c) if *you* were disconnected for preventing access to the *meter* at *your premises* and *you* subsequently provide access to the *meter* when requested by *us* or the *network operator*.

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 arrange for the *network operator* to reconnect *your* gas supply when *you* ask *us* if we are reasonably satisfied that, within 20 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist and it is safe to reconnect and there are no other circumstances existing that would entitle *us* or the *network operator* to disconnect *your* gas supply under this clause 11 or any law.

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* or on a day that is not 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
- (c) after 3:00 pm on a *business day*, then we will use *our* best endeavours to reconnect *your* gas supply on 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 in certain circumstances – see clause 11.10.

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 we or the *network operator* at *our* request disconnects *your* gas supply in any of the circumstances 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 all or any of disconnecting your gas supply, removing or physically disconnecting the *meter*, reconnecting your gas supply and replacing or physically reconnecting the meter, as the case may be, except where the disconnection was due to:
 - (1) an *emergency* or health or safety reason, unless:
 - (A) that *emergency* or health or safety reason was caused or substantially contributed to by you or anyone under your care, custody or control or who was present at the *premises* with your permission; and
 - (B) in the case of a health or safety reason where there was not also an *emergency* situation, you did not remedy the health or safety issue to our reasonable satisfaction within 10 *business days* of being requested to do so by us or the *network operator*; or
 - (2) planned work the *network operator* needs to carry out on the *gas network*, other than planned work that was requested or otherwise caused or substantially contributed to by you or anyone under your care, custody or control or who was present at the *premises* with your permission; 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 GAS SUPPLY

12.1 The nature of the gas supplied to you

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*.

As a result the gas supplied to you:

- (i) may not be free from interruptions or changes in pressure or quality from time to time;
- (ii) will be of the quality of gas contained in the *gas network*; and
- (iii) may not suit your specific needs if, for example, you have specific goods or equipment at the premises that require a continuous gas supply free from interruptions or changes in pressure or quality.

There are things you can do to minimise the impact of these interruptions, changes and other supply limitations so that you can protect your property and interests.

You are best placed to know your particular needs and how best to protect them. So, if you do have particular needs or specific goods or equipment that require a continuous gas supply free from interruptions or changes in pressure or quality, then you should take reasonable care to ensure you:

- (a) address your particular needs, including making suitable alternative arrangements (for example a back-up supply or alternative power source);
- (b) protect persons, property, goods and equipment at the premises from any loss, harm or damage that arises if the gas supplied to you is not free from interruptions or changes in pressure or quality; and
- (c) otherwise do what you reasonably can to mitigate your loss arising from any interruptions or changes in pressure or quality.

Further, as gas is by its nature inherently dangerous (including risks of explosion, fire, poisoning and asphyxiation) you must take care in relation to your use and treatment of gas supplied. You must only use gas with appropriate pipework, fittings, appliances and installations that comply with applicable laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed gas fitter. For more information on gas safety please contact *EnergySafety* – Department of Commerce.

12.2 Operation of the gas network

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:

- (i) supply you with a copy of the distribution standards if you pay us a fee; and
- (ii) respond to a request about changes in the quality of your gas supply that exceed the distribution standards; and
- (iii) advise you about things you can do to avoid interfering with gas network equipment or another person's gas supply; and

- (iv) 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. LIABILITY

13.1 Protected rights

- (a) If *you* are a *Consumer*, we may be taken to have given *you* certain consumer guarantees under the *Australian Consumer Law* about the supply of goods (including gas) or services (if any) to *you*. If we fail to comply with those consumer guarantees, then *you* may have rights against *us* under the *Australian Consumer Law* that we are prohibited by law from excluding, restricting or modifying.

However, where any gas or other goods or services (if any) supplied under this *contract* are not of a kind ordinarily acquired for personal, domestic or household use or consumption, *our* liability for breach of any consumer guarantee applicable to *our* supply of those goods or, if applicable, services under the *Australian Consumer Law*, is (to the extent permitted by the *Australian Consumer Law*) limited to any one or more of the following, as determined by *us*:

- (i) the supply of equivalent goods or, as applicable, the supply of the services again;
 - (ii) the payment of the cost of acquiring equivalent goods or, as applicable, of having the services supplied again.
- (b) Nothing in this *contract* is to be taken to exclude, restrict or modify *Your Protected Rights* if and to the extent that we are prohibited by law from excluding, restricting or modifying them. This applies whether or not *you* are a *Consumer*.
- (c) This clause 13.1 takes precedence over every other provision of this *contract* and applies despite any other provision of this *contract* to the contrary. If another provision of this *contract* has (or, but for this clause 13.1(c), would have) an effect that is inconsistent and conflicts with clause 13.1, then this clause 13.1 overrides that other provision and that other provision will not apply where and to the extent it is inconsistent and conflicts with clause 13.1.

13.2 Other liability limitations

- (a) **Protected rights have priority**

Your Protected Rights are not excluded, restricted or modified by this clause 13.2, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

- (b) **All customers – general exclusion of implied warranties etc**

Unless this *contract* expressly provides otherwise, all conditions, warranties and guarantees *you* may have at any time in relation to this *contract* (including without limitation any rights of recovery or to compensation) however arising, are, to the maximum extent permitted by law, excluded. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

(c) **All customers - general exclusion of our Supply Related Liability**

We supply gas, but we do not own or operate the *gas network*. The *gas network* is operated by the *network operator*. Unless otherwise expressly provided in this *contract* (such as, in clause 13.2(e)), in no event are we liable to you for any *Supply Related Liability*. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

Although we, as a gas retailer, may not be responsible for *Supply Related Liability*, if you ask us, we will raise concerns that you may have in relation to your gas supply with the *network operator*.

(d) **All customers – our statutory liability limitations still apply**

To the extent we are liable to you for any loss or damage under this *contract*, that liability is limited to the fullest extent permitted under law, including the *Energy Operators (Powers) Act 1979 (WA)* and the *Electricity Corporations Act 2005 (WA)*. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

(e) **Residential customers– additional limitations of our liability**

If you are a *residential customer*, then to the fullest extent permitted by law we will not be liable to you for any loss, damage or liability (including any *excluded loss* and any *Supply Related Liability*) arising for any reason under or in relation to this *contract*. However, that limitation does not apply to any *direct loss (including any direct loss that is Supply Related Liability)* you suffer or incur to the extent it is caused by our negligence. In no event are we liable to you for any *excluded loss*. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

(f) **Non residential customers – additional limitations of our liability**

If you are not a *residential customer*, then to the fullest extent permitted by law we will not be liable to you for any loss, damage or liability (including any *excluded loss* and any *Supply Related Liability*) arising for any reason under or in relation to this *contract*. However, that limitation does not apply to any *direct loss (other than any direct loss that is Supply Related Liability)* you suffer or incur to the extent it is caused by our negligence. In no event are we liable to you for any *excluded loss*. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

(g) **All customers - our liability limitations are cumulative**

Each of the limitations of our liability in this clause 13.2 applies in addition to each and every other relevant limitation of our liability, whether provided in this *contract*, at law or otherwise.

13.3 Indemnity

(a) **Protected rights have priority**

Your Protected Rights are not excluded, restricted or modified by this clause 13.3, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

(b) **Indemnity**

You must indemnify us fully against all and any loss, damage or liability of any kind caused by, consequent upon, or arising out of any acts or omissions on your part in relation to:

- (i) your breach of any term of this *contract*;
- (ii) your breach of any applicable laws; or
- (iii) your negligence, fraud, theft or other wrongful act or omission,

but only to the extent that such loss or damage was reasonably foreseeable as a possible consequence of *your* breach, negligence, fraud, theft or other wrongful act or omission, and that doing so would not be inconsistent and conflict with clause 13.1.

This indemnity is without prejudice to any other right or remedy we have and survives termination of this *contract*.

13.4 Legitimate interests

The terms of this clause 13 (including those that exclude, restrict or modify *our* liability) are reasonably necessary to protect *our* legitimate interests, including in the circumstances and for the reasons outlined in clause 12 and by appropriating risks so as to help minimise *our* charges for gas for all *our* customers.

14 CONFIDENTIALITY OF YOUR INFORMATION

- (a) Unless we are permitted to do otherwise under this *contract*, we will use and otherwise deal with *your* information and keep it confidential, subject to and consistent with *our privacy policy*. In particular, but without limiting the above, we will keep *your* information confidential unless:
- (i) we have *your* prior written consent; or
 - (ii) the law (including applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits us to disclose it; or
 - (iii) we need to use the information for our regulatory reporting or compliance, or in any legal or regulatory proceedings; or
 - (iv) the information is already in the public domain; or
 - (v) we believe you have obtained or used gas illegally or in an unsafe manner and, as a result, we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety, the *network operator* or the Police (as appropriate); or
 - (vi) we use the information for business purposes, provided that we will only do so subject to applicable laws and, if you are an individual purchasing gas for a *private purpose*, then we will only do so to the extent such use:
 - (A) does not cause a significant imbalance of the parties' rights and obligations arising under this *contract*; or
 - (B) is reasonably necessary in order to protect *our* legitimate interests from time to time; or
 - (C) does not cause you detriment (whether financial or otherwise); or
 - (D) is otherwise permitted under any of paragraphs (i) to (v) of this clause (both inclusive).
- (b) We will ensure *our privacy policy* is consistent with applicable privacy laws. A copy of *our privacy policy* is available on *our* website (www.synergy.net.au) or call *our* customer service centre.
- (c) You agree to the above arrangements, including to the terms of our *privacy policy* and any use or disclosure of *your* information which is required or permitted by this *contract*, our *privacy policy*, applicable privacy laws or any other law.

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 and consider your complaint consistently with our customer complaints policy. We will ensure our customer complaints policy complies with the Australian Standard on Complaints Handling AS ISO 10002:2006 as amended and in force from time to time.

If you are not satisfied with how your complaint is being managed you may have the complaint considered by a more senior member of our staff. If you are not satisfied with our response to your complaint you may request our response and reasons in writing. Should you remain dissatisfied with our response, you may raise the complaint with the gas industry ombudsman, whose contact details can be found in our customer complaints policy. (You should always give us the opportunity to respond to your complaint before you refer it to the gas industry ombudsman.)

16 PROVIDING INFORMATION

16.1 We will provide you with information

If you wish to obtain further information about the contract or the supply of gas, please contact us. We will provide or make the following available to you if you request it:

- (a) a copy of the terms and conditions of this contract; and
- (b) a copy of the relevant regulations and a copy of any relevant code; and
- (c) information on the distribution of gas and a copy of the distribution standards; and
- (d) information about our policies, the gas industry ombudsman and our complaints handling process; and
- (e) information about standard price and other fees you must pay within 8 business days of the date of receipt of your request (where “date of receipt” has the meaning given to that term in the Gas Customer Code); and
- (f) general information about energy efficiency, including how you may arrange for an energy efficiency audit of the premises and the typical running costs of major domestic appliances; and
- (g) information on the types of concessions (if any) available to you and the name and contact details of the organisation responsible for administering those concessions, including 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.

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

- (a) You must provide us with information we reasonably require for the purposes of this contract. For example without limitation, we may need personal details necessary to establish your identity or a concession on your account,

or determine tariff eligibility. All information must be correct, and *you* must not mislead or misrepresent the information *you* provide to *us*. We have rights if information *you* provide is incorrect, misleading or deceptive.

- (b) In accordance with applicable laws we may disclose information to state and federal government agencies, regulatory authorities or agencies with statutory functions for the purposes related to this *contract*. Such information includes *your* personal details relating to *concessions* or any written 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*.

16.3 Change of information

You must tell *us* if information *you* have provided to *us* changes. For example without limitation, *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 *we* 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 *we* 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 under the *contract*, a written law or a *relevant code*.

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 of any of *your* obligations under this *contract*; or
- (e) commit a breach of any of *your* obligations under this *contract* for which we have a right under the *contract*, a written law or a *relevant code* to disconnect supply and we have disconnected supply at all *premises* covered by the *contract*; or
- (f) cease to be either a *residential customer* or *business customer*; or
- (g) cease to be eligible for a *standard price*; or
- (h) without limiting any of the above paragraphs, breach any of *your* other obligations under this *contract* where that breach is capable of remedy and you fail to remedy the breach within 10 *business days* of us requesting you to do so.

We can end the *contract* without giving you prior notice if you vacate the *premises* and after reasonable enquiry we are satisfied you no longer reside at the *premises*.

17.4 When we cannot end the contract

Other than for a substantial breach of the *contract*, we will not end your *contract* if you commit a breach of the *contract* unless:

- (a) we have a right to disconnect supply under the *contract*, a written law or a *relevant code*; and
- (b) we have disconnected supply at all of the *premises* covered by the *contract*.

17.5 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 subject to the provisions of any written law or *relevant code*; 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

- (a) We can require *you* to provide *us* with a *security* from time to time for the purposes of securing payment of any moneys due or likely to become due to *us* by *you* in relation to this *contract*. Usually, *security* would be in the form of a cash deposit or a bank guarantee. Nothing in the *contract* limits or excludes the rights, powers and remedies that we have at law (including under the *Energy Operators (Powers) Act 1979 (WA)*) in relation to a *security*.
- (b) The amount of *your security* will be no more than 1.5 times *your average bill* if *you* are on a quarterly or bi-monthly *billing cycle* or 2.5 times *your average bill* if *you* are on a monthly *billing cycle*. To determine *your average bill*, we can use *your billing history* or the consumption history of similar customers or business types.
- (c) If *you* are paying a residential *standard price*, we can ask *you* to provide a *security* when:
 - (i) *you* pay a type of *standard price* that requires *you* to provide a *security*; or
 - (ii) *you* do not have a satisfactory payment record at a previous *premises*; or
 - (iii) *you* have applied to *us* for supply at a new *premises* and *you* do not have an acceptable credit reference; or
 - (iv) *your gas supply* has been disconnected under clause 11.6 of this *contract* or a similar clause in a previous *contract*; or
 - (v) amounts that were outstanding when *you* left previous *premises* remain unpaid and *you* refuse to make a payment arrangement for those amounts.
- (d) If *you* provide a *security* under this clause, then:
 - (i) we will keep the *security* in a separate trust account and identify it separately in *our* accounting records; and
 - (ii) 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 we 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, supplier, 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 ADJUSTMENTS FOR A CHANGE IN LAW AND NETWORK ACCESS COSTS

- 20.1 To the extent permitted by law, if a *change in law* occurs we may adjust the *standard price* applicable under the *contract* to the extent necessary to place us in the position we would have been in under the *contract* had it not been for the *change in law*.
- 20.2 To the extent permitted by law, if a change in *network access tariffs* occurs, or a new *network access tariff* is imposed, we may charge you an amount to the extent necessary to reflect that proportion of the effect of the new *network access tariffs* or change in *network access tariffs*, which we estimate in good faith is fairly attributable to or payable by you, taking into account the amount of gas we supply to you.
- 20.3 To the extent permitted by law, if you change the rate at which you use gas, we may adjust the *standard price* applicable under the *contract* to the extent necessary to reflect that proportion of any increase in *network access tariffs* which we estimate in good faith is fairly attributable to or payable by you, taking into account the amount of gas we supply to you.
- 20.4 This clause 20 does not limit or prejudice in any way any other rights we have from time to time to adjust the *standard price* applicable under the *contract*.

21 SET OFF

We may set off any amount owing to us under this *contract* against any amount payable by us to you under this *contract*. Nothing in this contract limits our ability at law to set off any amount owing to us under this *contract* against any amount payable by us to you under another *contract* you may have with us, or to set off any amount payable by us to you under this *contract* against any amount owing to us under another *contract* you may have with us.

22. MISCELLANEOUS

22.1 Co-operation with the network operator

You agree to:

- (a) co-operate with the *network operator* in relation to the supply or consumption of gas at the *premises*, including in relation to connecting *your premises* to the *gas network* and disconnecting the *premises from 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*.

22.2 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 22.2(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
 - (6) in the case of online feedback to *us* via *our internet website contact system*, on the date on which *our systems* record that the online feedback was successfully received; 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:

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

22.3 Electronic means of communication

- (a) You agree that we can use *electronic means* to give information to *you*.
- (b) We can decide procedures as to how communication by *electronic means* will operate and what things can be communicated by *electronic means*.
- (c) If *you* are not able to receive information by *electronic means*, we can decide to give information to *you* by other means such as mail.

22.4 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 and you are taken to have agreed to any such assignment or novation.

22.5 Application of laws

Nothing in the contract limits or excludes the rights, powers and remedies that we or the network operator have at law (including under the *Energy Operators (Powers) Act 1979* (WA) and the *Energy Coordination Act 1994* (WA)) or in equity.

The contract also does not in any way limit our or your obligations to comply with the lawful directions of any lawful authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety and the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

22.6 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.

22.7 Waiver of rights

If we do not enforce any right under the contract then this must not be construed as a waiver of that or any other of our rights under the contract or otherwise prevent us exercising any of them later.

22.8 Governing law

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

22.9 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.

22.10 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.

22.11 Authorised representatives

- (a) You can, by giving us notice at any time at or after establishment of the contract, appoint a person nominated in your notice to be your authorised representative to act for and on your behalf under and in relation to the contract. By appointing an authorised representative you agree to give that person full, unrestricted power and authority to act for you and on your behalf as your agent under and in relation to the contract (but not any other matter). This includes, doing all or

some of the following for *you* and on *your* behalf under and in relation to the *contract*:

- (i) incurring liabilities for *you* to pay money,
 - (ii) accessing *your* account information and personal details,
 - (iii) giving and receiving notices, consents, instructions and other information,
 - (iv) making enquiries,
 - (v) exercising rights, powers and remedies,
 - (vi) completing transactions,
 - (vii) changing contact details,
 - (viii) arranging additional time to pay an invoice,
 - (ix) entering into direct debit, instalment plans and other payment arrangements,
 - (x) requesting refunds,
 - (xi) changing *your standard price*,
 - (xii) requesting the provision of services such as a meter test,
 - (xiii) applying for new concessions and terminating existing concessions; and
 - (xiv) ending *your contract*.
- (b) Notwithstanding clause 22.11(a) *you* may limit the matters *your* authorised representative can perform on *your* behalf by providing notice to *us* including but not limited to specifying in that notice the matters *your* authorised representative cannot perform on *your* behalf.
- (c) Any such appointment commences on the date of appointment specified in *your* notice to *us* appointing the authorised representative (or any later date when we first receive that notice), and continues in full force and effect until:
- (i) the date for termination of appointment *you* specify in *your* notice to *us* terminating the appointment of *your* authorised representative (or any later date when we first receive that notice of termination); or
 - (ii) if *you* have not specified a date for termination of appointment of *your* authorised representative at the time of that appointment then the date in which *you* subsequently notify *us* to terminate the appointment of *your* authorised representative.
- (d) This clause 22.11 survives termination of the *contract* for any reason.

23. DEFINITIONS AND INTERPRETATION

23.1 Definitions

In these terms and conditions, unless the context otherwise requires:

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

Australian Consumer Law means schedule 2 to the *Competition and Consumer Act 2010* (Cth) as in force as a law of the Commonwealth under

that Act, and as in force as a law of Western Australia under the *Fair Trading Act 2010* (WA).

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

business customer means a customer who consumes less than 1 terajoule and not less than 0.18 terajoules of gas per annum and who is not a *residential customer*.

business day means any day except a Saturday, Sunday or public holiday in Western Australia.

change in law means a change in an existing law or the imposition of a new law, which directly or indirectly, results in an increase in *our* cost of conveying, supplying or selling gas to *you* under this *contract*.

concession means a concession, rebate subsidy or grant related to the supply of gas available to a *residential customer* only.

Consumer has the meaning given to that term in the *Australian Consumer Law*.

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

customer complaints policy means *our* published policy in force from time to time (as amended or replaced by *us* from time to time) 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).

direct loss does not include any *excluded loss*.

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 or if *you* have failed to provide access to the *meter* or *security*, and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

electronic means has the same meaning as in the *Gas Customer Code*.

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 in Western Australia, 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 affecting *you* (in the case of an *event beyond your control*) or *us* (in the case of an *event beyond our control*), and in each case that is beyond the direct control or influence of that affected person, 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* or any gas transmission pipeline feeding the *gas network* but excludes *your* or *our* inability to pay any money due under this *contract* for any reason.

excluded loss means all and any of the following (whether or not known to or contemplated by *us* or *you*, or otherwise reasonably foreseeable at any time):

- (a) business interruption loss; or
- (b) lost profits; or
- (c) loss of an opportunity; or
- (d) *your* liability to others under contracts, applicable laws or otherwise; or
- (e) indirect or consequential loss of any kind; or
- (f) any loss to the extent it is caused by *your* own negligence or other fault; or
- (g) any loss to the extent it is caused by an *event beyond our control*.

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

financial hardship has the meaning given to that term in the *Gas Customer Code*.

Gas Customer Code means the *Compendium of Gas Customer Licence Obligations (Gas Customer Code)* containing licence conditions determined by the Economic Regulation Authority under section 11M(1) of the *Energy Coordination Act 1994 (WA)*, as in force and published by the Economic Regulation Authority from time to time.

gas industry ombudsman means the Energy and Water Ombudsman appointed under a scheme approved by the Economic Regulation Authority under section 11ZPZ(1) of the *Energy Coordination Act 1994 (WA)*.

gas installer means a person licensed or authorised under relevant *regulatory requirements* to install, repair, alter or make any addition to *your equipment* or any part of *your equipment*.

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 2014* (as amended from time to time) approved by the Economic Regulation Authority under section 11ZPM of the *Energy Coordination Act 1994 (WA)*.

medical practitioner has the same meaning as under the *Customer Contracts Regulations*.

{Note: The version of the *Customer Contracts Regulations* published as at 15 June 2011 provides at regulation 12(3) that: “**medical practitioner** means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession.”}

meter means the equipment used to measure the volume of gas that we supply to *you*.

network access tariff means the charges payable by *us* to the *network operator* from time to time for transmission, distribution and access services.

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

{Note: The *network operator* is called the ‘gas distribution operator’ in the *Energy Coordination Act 1994* and other *relevant regulations*. This operator is responsible for the *gas network*, which is the system via which gas is delivered to you. We have no control over the *gas network*.}

payment difficulties has the meaning given to that term in the *Gas Customer Code*.

payment difficulties and financial hardship policy means the policy that we have developed in accordance with the *Gas Customer Code* 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*.

planned work means planned work on the *gas network*, including planned maintenance on or augmentation to the *gas network*.

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

privacy policy means *our* published policy in force from time to time (as amended or replaced by us from time to time) specifying the steps taken by us to maintain customer confidentiality and which can be obtained on request from *our* customer service centre or from *our* website.

private purpose means wholly or predominantly for personal, domestic or household use or consumption.

regulatory requirements means any 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.

relevant code means the *AGA Code*, *Marketing Code* and the *Gas Customer Code*.

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).

residential customer means a customer who consumes gas solely for domestic use and consumes less than 1 terajoule and not less than 0.18 terajoules of gas per annum.

security means an amount of money or a guarantee or other security required by us from a customer as security against the customer defaulting on a payment due to us under a customer contract.

standard price means a charge, fee or rental to be paid by *you* for or in connection with the supply of gas under the *Gas Tariffs Regulations* or those charges, fees or rentals for or in connection with the supply of gas that, subject to the *Gas Tariffs Regulations* and any other applicable laws, we publish from time to time. Subject to the *Gas Tariffs Regulations* and any other applicable laws, we can from time to time and at our discretion change the standard price *you* must pay to *us* for or in connection with the supply of gas.

{Note: see clause 22.2 for how we may publish information.}

Supply Related Liability means any loss, damage or liability (including any *excluded loss*) arising for any reason from or in connection with:

- (a) any loss or curtailment of or interruption or delay in *your* gas supply (including any delay in connection, disconnection or reconnection of *your* gas supply);
- (b) any surge, disruption or fluctuation in gas supply or its quality from time to time; or
- (c) *us* failing, for any reason, to supply gas meeting any particular quality, reliability or quantity.

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) of 228 Adelaide Terrace, Perth, Western Australia.

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

your equipment is defined in clause 8.2.

Your Protected Rights means:

- (a) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law* (including in relation to *excluded loss*);
- (b) any other rights of recovery or to compensation *you* may have under law; or
- (c) any other condition, warranty or guarantee (including the application of any consumer guarantee under the *Australian Consumer Law*) where applicable,

if and to the extent that we are prohibited by law from excluding, restricting or modifying them.

23.2 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, incorporate or unincorporate; and
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including 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 from time to time; 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 and a unit of measurement is to an Australian legal unit of measurement, as defined in the *National Measurement Act 1960* (Cth).

23.3 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 internet, using our “contact us” web page:

www.synergy.net.au

By telephone:

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

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

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

For telephone interpretation services (TIS) on 13 14 50 during business hours.

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

To report a gas leak, fault or emergency, 24 hours a day on 13 13 52.