

**Amanda Energy**

Address: Unit 11, 100 Stirling Highway, North Fremantle

WA 6159 Email: [sales@amandaenergy.com.au](mailto:sales@amandaenergy.com.au)

Fax: (08) 6311 7348

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

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

**Important Notice to the Consumer**

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

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

- (a) apply to **Amanda Energy** for the supply of **Gas** to the **Supply Address** on the terms and conditions contained in this document and the **Amanda Energy** Standard Form Contract;
- (b) acknowledge receipt of prescribed Gas Marketing Code of Conduct 2017 and Australian Consumer Law information outlining the various rights and obligations of **Amanda Energy** 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 **Amanda Energy** by its duly authorised representative:

Sign \_\_\_\_\_

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

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Agent details** (if acting on *Amanda Energy's* behalf)

Signed for and on behalf of **Amanda Energy Pty Ltd** by its duly authorised agent:

Sign	_____
Company name	_____
Name (print)	_____
Business address (not PO Box)	_____ _____ _____
Date	_____ / _____ / _____
Telephone	_____
Email address	_____

**Cooling-off period**

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

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

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

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

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

## Welcome to Amanda Energy Pty Ltd

This is a copy of **Amanda Energy**'s standard gas agreement. It sets out the terms and conditions forming part of the Contract upon which **Amanda Energy** agrees to supply gas to the **Customer**.

If the **Customer** has any questions or concerns after reading this **Contract** please contact **Amanda Energy**. Our details are set out below.

Full name: Amanda Energy Pty Ltd  
ABN: 45 163 376 163  
Registered Office: Unit 11, 100 Stirling Hwy, North Fremantle  
Business Address: Unit 11, 100 Stirling Hwy, North Fremantle  
Postal Address: PO Box 867, Cottesloe 6911  
Tel: (08) 9430 7048  
Fax: (08) 6311 7348  
Email: sales@amandaenergy.com.au  
Website: www.amandaenergy.com.au

### Use of bold typeface

Bold typeface has been applied to some words or expressions to indicate that those words or expressions are defined in clause 42 or elsewhere. In interpreting this Contract the fact that bold typeface has or has not been applied to a word or expression is to be disregarded.

## 1 THIS STANDARD FORM CONTRACT

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

## 2 GAS AND SERVICES PROVIDED BY AMANDA ENERGY

Under this **Contract**, **Amanda Energy** will:

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

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

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

## 3 PRICES AND FEES

The **Customer** must pay **Amanda Energy**:

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

**Amanda Energy** will **Publish** the **Price** and **Fees** in the Government Gazette, newspaper, a notice to you or as agreed with the Economic Regulation Authority.

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

## 4 **PRICE**

The type of **Price** that is applicable to this **Contract** is non-residential.

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

### 4.1 ***Non-Residential***

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

### 4.2 ***Fees***

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

1. account application;
2. overdue notices [see clause 6.3];
3. turning off the **Gas** in certain circumstances [see clause 21];
4. turning the **Gas** back on in certain circumstances [see clause 22];
5. removing or disconnecting the **Meter** [see clause 21.12];
6. replacing or reconnecting the **Meter** [see clause 22.3];
7. final **Meter** readings [see clause 18];
8. **Meter** testing [see clause 14]; and
9. various other non-standard connection costs.

Other **Fees** may apply. Fees will be **Published**.

### 4.3 ***Changing the Price and the Fees***

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

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

## 5 **GST**

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

## 6 **BILLS**

### 6.1 ***Billing***

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

- (a) **Customer's Supply Address**, relevant mailing address, name and account number;

- (b) 24 hour contact telephone number for faults and emergencies;
- (c) telephone number for billing and payment enquiries;
- (d) payment date for the **Bill**;
- (e) dates of the **Meter** reading or estimates at the start and end of the **Billing Period**;
- (f) **Meter** readings or estimates at the start and end of the **Billing Period**;
- (g) number of units of **Gas** used or estimated to be used during the **Billing Period**;
- (h) **Price** or **Prices** which applied to the supply of **Gas** to the **Customer**;
- (i) the **Meter Equipment** number or property number;
- (j) amount due;
- (k) GST component payable on the supply of **Gas** to the **Customer**;
- (l) separate itemisation of the following: any **Price** or **Prices** which applied to the supply of **Gas** to the **Customer** (including separate itemisation of the fixed component and the usage component) and any other **Fee** in connection with the supply of **Gas**, such as a reconnection fee or a fee for services provided (either at the request of the **Customer** or due to a failure of the **Customer** to perform an obligation under the **Contract** or **Customer Service Code**);
- (m) any other **Fees** for the **Billing Period** and details of the service(s) provided;
- (n) amount of arrears or credit;
- (o) **Interest Rate** charged on any arrears;
- (p) summary of the payment methods as set out in clause 10;
- (q) availability, upon payment of a charge, of **Meter Equipment** testing and the refund of the testing charge if the **Meter Equipment** is found to be inaccurate;
- (r) availability of interpreter services;
- (s) telephone number if the **Customer** is experiencing financial difficulties;
- (t) the details of any **Refundable Advance** paid by the **Customer** to **Amanda Energy**; and
- (u) any other information required by the **Customer Service Code** or **Amanda Energy** deems relevant.

## 6.2 *Other Goods and Services*

If **Amanda Energy** provides goods or services in addition to those listed in clauses 4.3 or 6.1(l), it may **Bill** those goods or services separately. If **Amanda Energy** chooses not to **Bill** separately, unless **Amanda Energy** and the **Customer** have agreed to different terms and conditions, **Amanda Energy** shall:

- (a) include the charges for such goods and services as separate items in its **Bills**, together with a description of these goods and services;
- (b) apply payments received from the **Customer** as directed by the **Customer**; and
- (c) if the **Customer** does not direct how the payment is to be allocated, **Amanda Energy** shall apply it:
  - (1) unless clause 6.2(c)(2) applies, to the charges referred to in clauses 4.3 or 6.1(l) above before applying any portion of it to such goods or services; or
  - (2) if such goods or services include electricity, to the charges referred to in clauses 4.3 or 6.1(l) above and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services.

### 6.3 *Failure to Pay*

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

- (a) charge interest on the amount that has not been paid, at the **Interest Rate**;
- (b) disconnect supply in accordance with clause 21 and charge a disconnection fee;
- (c) charge the **Customer** a fee for each overdue notice sent to the **Customer** unless prohibited by the **Customer Service Code**; and
- (d) charge a reconnection fee if the supply of **Gas** to the **Customer** is disconnected due to a default by the **Customer** under this **Contract** and that default is remedied by the **Customer**.

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

### 6.4 *Overcharging and Undercharging*

- (a) If **Amanda Energy** overcharges the **Customer** as a result of an error, defect or default for which **Amanda Energy** or the **Network Operator** is responsible (including where a **Meter** has been found to be defective) then:
  - (1) **Amanda Energy** will use best endeavours to tell the **Customer** within ten **Business Days** after discovering the overcharging; and
  - (2) Ask for instructions from the **Customer** as to whether that amount should be credited to the **Customer's** account or refunded directly to the **Customer** (except where the amount of a correcting refund is less than \$100, in which case **Amanda Energy** will automatically credit the amount to the account).

If **Amanda Energy** receives instructions in accordance with clause 6.4(a)(2), **Amanda Energy** must comply with the **Customer's** instructions within 12 **Business Days**. If **Amanda Energy** does not receive instructions from the **Customer** within 5 **Business Days** of the request, **Amanda Energy** must use best endeavours to credit the amount overcharged to the **Customer's** account.

- (b) If **Amanda Energy** undercharges the **Customer** as a result of an error, defect or default for which **Amanda Energy** or the **Network Operator** is responsible (including where a **Meter** has been found to be defective) then:
  - (1) the correcting payment will only relate to errors up to 12 months before the date **Amanda Energy** notified the **Customer** of the undercharge; and
  - (2) the correcting payment will be shown as a separate item in the **Bill** with an explanation; and
  - (3) **Amanda Energy** will not charge interest on the correcting payment.
- (c) The **Customer** can choose to pay the correcting payment by instalments. **Amanda Energy** will not charge interest on the instalments.

### 6.5 *Difficulties in Paying*

If the **Customer** notifies **Amanda Energy** that it is experiencing difficulties in paying a **Bill** or requires payment assistance, **Amanda Energy** will consider any reasonable request for alternative payment arrangements.

### 6.6 *Debt Collection*

**Amanda Energy** will provide a **Bill** after the end of each **Billing Period**. The **Customer** will pay in accordance with the due date specified on the **Bill**. Subject to any rights under the **Customer Service Code**, if the **Customer** fails to pay in accordance with the due date and **Amanda Energy** has issued the **Customer** notices in accordance with clause 21.2(a), **Amanda Energy** reserves the right to refer the **Bill** to a debt collection agency

or solicitor for recovery. All reasonable costs, expenses and disbursements incurred by **Amanda Energy** (including debt collection agency fees and legal costs) will be payable by the **Customer** on demand.

## 6.7 ***Billing Data***

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

## 7 **BASIS OF A BILL**

### 7.1 ***Reading of Meter Equipment***

**Amanda Energy** shall:

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

## 8 **ESTIMATED ACCOUNTS**

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

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

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

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

If **Amanda Energy** accepts the **Customer's** reading of the **Metering Equipment**, **Amanda Energy** will not make any adjustment to the **Bill** for the **Billing Period** based upon this **Customer** reading where **Amanda Energy** subsequently reads the **Meter Equipment** and finds an error in the **Customer's** favour.

Where, because of circumstances referred to in clause 8(a)-(e), **Amanda Energy** has provided the **Customer** with an estimated **Bill** and the **Meter Equipment** is subsequently read, **Amanda Energy** shall include an adjustment on the next **Bill** in accordance with the **Meter Equipment** reading unless the estimated **Bill** was used to finalise the **Customer's** account.

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

## 9 CALCULATION OF CONSUMPTION

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

**Amanda Energy** 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).

## 10 METHODS OF PAYMENT

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

- (a) paying in person;
- (b) paying by mail;
- (c) paying electronically or by telephone by means of:
  - (1) a debit facility; and
  - (2) a credit card.

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

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

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

## 11 SECURITY

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

- (a) the **Customer** is new to the **Supply Address** and does not have an established payment record; or
- (b) the **Customer** is new to the **Supply Address** and does not have an acceptable credit rating; or
- (c) the **Gas** has been turned off in accordance with clause 21.2, under this **Contract** or a previous **Contract**.

The **Security** required is:

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

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

The **Refundable Advance** will be kept in a separate trust account and separately identified in **Amanda Energy's** accounting records. **Amanda Energy** will pay to the customer interest on any **Refundable Advance** at the **Bank Bill Rate**. Interest will accrue daily and will be capitalised every 90 days unless paid.



**Amanda Energy** will only use the **Refundable Advance** plus any accrued interest to offset any amount owed to **Amanda Energy**; if the **Bill** has not been paid resulting in **Gas** being turned off at the **Customer's Supply Address**; or

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

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

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

## 12 METERING

### 12.1 *Supply and Meter Equipment*

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

### 12.2 *Existing Connections*

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

- (a) the **Customer** makes an application (in person, by telephone or in writing) and provides acceptable identification as required by **Amanda Energy**;
- (b) the **Customer** makes the application by 3pm on the previous **Business Day**;
- (c) the **Customer** agrees to pay **Amanda Energy** all relevant **Fees** and charges;
- (d) the **Customer** provides contact details for billing purposes;
- (e) the request is made for a rental property, the **Customer** provides contact details for the property owner or the owner's agents, if required by **Amanda Energy**;
- (f) where required by **Amanda Energy**, the **Customer** satisfies **Amanda Energy** that necessary safe, convenient and unhindered access to the **Supply Address**, the **Metering Equipment** and the **Gas** installation is available;

- (g) where required by **Amanda Energy**, the Customer provides **Amanda Energy** with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances;
- (h) where required by **Amanda Energy**, the **Customer** has provided security in accordance with clause 11; and
- (i) the **Customer** does not have an outstanding debt in relation to the **Gas** supplied by **Amanda Energy** to the **Customer** other than a debt the subject of a dispute, or for which repayment arrangements have been made.

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

### 12.3 *New Gas Connections*

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

**Amanda Energy** will only be obliged to connect the **Customer** if:

- (a) the **Customer** makes an application (in person, by telephone or in writing) and provides acceptable identification as required by **Amanda Energy**;
- (b) where required by **Amanda Energy**, the **Customer** shall ensure that the notices of installation or completion of **Gas** installation work from a **Gas** installer are provided to **Amanda Energy**;
- (c) where required by **Amanda Energy**, the **Customer** shall satisfy **Amanda Energy** that necessary, safe, convenient and unhindered access to the **Supply Address**, the **Meter Equipment** and the **Gas** installation is available;
- (d) the request is made of a rental property, the **Customer** provides contact details for the property owner or the owner's agents, if required by **Amanda Energy**;
- (e) where required by **Amanda Energy**, the **Customer** has provided **Amanda Energy** with estimated **Gas** load information for the **Customer**'s proposed use at the **Supply Address**;
- (f) the **Customer** has agreed to pay **Amanda Energy** all relevant **Fees** and charges;
- (g) the **Customer** has provided contact details for billing purposes;
- (h) where required by **Amanda Energy**, the **Customer** has provided security in accordance with clause 11; and
- (i) the **Customer** does not have an outstanding debt in relation to the **Gas** supplied by **Amanda Energy** to the **Customer** other than a debt the subject of a dispute, or for which repayment arrangements have been made.

### 12.4 *Interference*

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

## 13 **METER READING**

Subject to there being any proven inaccuracy in the **Meter Equipment**, the **Customer** acknowledges and agrees that the readings on the **Meter Equipment** taken by **Amanda Energy**, the **Network Operator** or its nominee at

the beginning and end of a **Billing Period**, is conclusive evidence of the volume of **Gas** the **Customer** has used during the **Billing Period**. In the event there is a proven inaccuracy in the **Meter Equipment**, **Amanda Energy** will arrange for the Network Operator to change the **Meter** at no cost to the **Customer**, provided the inaccuracy was not caused by the **Customer**.

## 14 **METER TESTING**

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

- (a) arrange for the Network Operator to replace the **Meter Equipment** in accordance with clause 13 of this **Contract**;
- (b) adjust the **Customer**'s account for the amount of any undercharge or overcharge for the **Billing Period** in which the inaccuracy was proven, calculated in accordance with clause 6.4 of this **Contract**; and
- (c) not charge the **Customer** for testing the **Meter Equipment**.

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

## 15 **ACCESS**

### 15.1 *Access to Supply Address*

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

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

### 15.2 *Obligations of Amanda Energy and the Network Operator*

- (a) Notice

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

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

- (b) Representatives

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

- (c) **Customer** denies access

If the **Customer** does not provide access as required under this clause, **Amanda Energy** may, in addition to any other rights, suspend the supply of **Gas** to the **Customer**, in accordance with clause 21.

## 16 CUSTOMER TO NOTIFY OF CERTAIN MATTERS

The **Customer** must promptly notify **Amanda Energy** of:

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

## 17 CUSTOMER ENTERING SUPPLY ADDRESS

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

## 18 CUSTOMER LEAVING SUPPLY ADDRESS

### 18.1 *Notice*

The **Customer** must notify **Amanda Energy** before it leaves the **Supply Address**. The **Customer** must give at least 5 days' notice of the date on which it intends to vacate the **Supply Address** and a forwarding address to which a final **Bill** may be sent.

### 18.2 *Responsibility for Gas*

- (a) Where the **Customer** has given notice of vacating the **Supply Address** in accordance with clause 18.1, **Amanda Energy** may require the **Customer** to remain responsible for paying the **Gas** supplied to the **Supply Address** and otherwise remain responsible to **Amanda Energy** in respect of the supply to the date notified unless the **Customer** can demonstrate to **Amanda Energy** that it was forced to vacate the **Supply Address** earlier.
- (b) If the **Customer** does not give notice in accordance with clause 18.1 **Amanda Energy** may require the **Customer** to remain responsible for paying for the **Gas** supplied to the **Supply Address** and otherwise remain responsible to **Amanda Energy** in respect of the supply up until the earlier of:
  - (1) 5 days after notice is given;
  - (2) **Amanda Energy** becomes aware that the **Customer** has vacated the **Supply Address** and ceases supply of **Gas** to the **Supply Address**;
  - (3) a new **Customer** commences to take supply at the **Supply Address**; or
  - (4) the date that the **Customer** provides notice that the **Customer** was forced to vacate the **Supply Address**.

### 18.3 *New Customer*

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

## 18.4 *Final Charges*

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

## 19 **INABILITY OF AMANDA ENERGY TO SUPPLY**

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

## 20 **MATTERS BEYOND THE CONTROL OF THE CUSTOMER OR AMANDA ENERGY**

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

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

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

## 21 **DISCONNECTION OF SUPPLY**

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

### 21.1 *Disconnection at the Customer's Request*

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

### 21.2 *Disconnection for Unpaid Bills*

#### (a) Notice

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

- (1) give the **Customer** a **Reminder Notice** no earlier than 14 **Business Days** after the date the **Bill** was issued; and
- (2) if payment is not made on or before the date specified in the **Reminder Notice** (being a day not less than 20 **Business Days** after the date the **Bill** was issued), give the **Customer** a;
- (3) **Disconnection Warning** no earlier than 22 **Business Days** after the date the **Bill** was issued advising the **Customer** that disconnection will occur unless payment is made on or before the date specified

in the **Disconnection Warning** (being a day not less than 10 **Business Days** after the date the **Disconnection Warning** is given).

(b) Circumstances in which **Amanda Energy** may disconnect

Subject to this clause 21, **Amanda Energy** may disconnect supply to the **Supply Address** or may notify the **Network Operator** that it no longer supplies **Gas** to the **Customer** at the **Supply Address** if the **Customer** has not:

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

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

(c) Customers on the non-residential Price

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

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

### 21.3 *Disconnection for Denying Access to the Meter Equipment*

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

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

- (a) given the **Customer** an opportunity to offer reasonable alternative access arrangements;
- (b) on each of the occasions it was denied access, given to the **Customer** written notice in accordance with the **Customer Service Code** advising of the next date of the meter reading, requesting access to the **Meter Equipment** at the **Supply Address** and advising of **Amanda Energy's** ability to arrange for disconnection if the **Customer** fails to provide access;
- (c) used its best endeavours to contact the **Customer** personally or by facsimile or mail, or by telephone; and

- (d) given the **Customer**, by way of a written disconnection warning notice, 5 **Business Days**' notice of its intention to disconnect the **Customer** (the 5 days shall be counted from the **Date of Receipt** of the disconnection warning notice).

#### 21.4 *Disconnection for Emergencies*

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

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

#### 21.5 *Disconnection for Health and Safety Reasons*

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

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

#### 21.6 *Disconnection for Planned Maintenance*

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

#### 21.7 *Disconnection for Unauthorised Utilisation*

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

#### 21.8 *Disconnection for Refusal to Pay Refundable Advance*

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

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

## 21.9 *When Amanda Energy will not Disconnect*

**Amanda Energy** will not disconnect supply to the **Supply Address** or notify the **Network Operator** that it no longer supplies

**Gas** to the **Customer** at the **Supply Address**:

- (a) if the **Customer** fails to pay a **Bill** where the amount outstanding is less than an average **Bill** over the past 12 months and the **Customer** has, in accordance with the **Customer Service Code**, agreed with **Amanda Energy** to repay the amount;
- (b) where the **Customer** has made a complaint, directly related to the reason for the proposed disconnection, to the Energy Ombudsman and the complaint remains unresolved;
- (c) where the **Customer** has made an application for a government concession or grant and the application has not been decided;
- (d) where the **Customer** has failed to pay an amount on a **Bill** which does not relate to the **Gas** supply but relates to some other goods and/or services;
- (e) after 3pm on Monday to Thursday (except in the case of a planned interruption or **Emergency**);  
except in circumstances where disconnection is required under the Gas Standards Act 1972, if the **Customer** has provided **Amanda Energy** with a written statement from a **Medical Practitioner** to the effect that supply is necessary in order to protect the health of a person who lives at the **Supply Address** and the **Customer** has entered into arrangements acceptable to **Amanda Energy** in relation to the payment of **Gas** supplied; or
- (f) on a Friday, on a weekend, on a public holiday or on the day before a public holiday except in the case of a planned interruption or **Emergency**.

## 21.10 *Customer Assistance*

The **Customer** must assist **Amanda Energy** to disconnect supply and acknowledges, in accordance with the ownership, right sand obligations prescribed in clause 12.1, and gives **Amanda Energy** and the **Network Operator** permission to enter the **Supply Address** to remove any property specified under this **Contract** which belongs to **Amanda Energy** or the **Network Operator**. The **Customer** must pay all reasonable costs associated with the disconnection of the supply of **Gas** to the **Customer**, regardless of whether the election was by the **Customer** or **Amanda Energy** and for whatever reason, provided that the **Customer** will not be required to pay for the cost of a disconnection where the disconnection occurs under clauses 21.4, 21.5 or 21.6.

## 21.11 *Disconnection by Law*

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

## 21.12 *Fees*

Where a **Customer** is disconnected under this **Contract**, **Amanda Energy** or the **Network Operator** may remove or physically disconnect the **Meter**. **Amanda Energy** may charge a fee for this but will not charge a fee where the disconnection occurs under clauses 21.4, 21.5 or 21.6.

## 22 RECONNECTION AFTER DISCONNECTION

### 22.1 *Reconnection Circumstances*

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



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

and the **Customer** requests reconnection and pays any applicable reconnection fee. **Amanda Energy** will not charge a fee where the disconnection occurred under clauses 21.4, 21.5 or 21.6.

## 22.2 *Timing*

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

- (a) before 3pm on a **Business Day**, **Amanda Energy** will use its best endeavours to make the reconnection or cause the **Network Operator** to make the reconnection on the day of the request;
- (b) after 3pm on a **Business Day**, **Amanda Energy** will make the reconnection or cause the **Network Operator** to make the reconnection as soon as possible on the next **Business Day**; or
- (c) after 3pm on a **Business Day** and before the close of normal business and pays **Amanda Energy's** after hours reconnection charge, **Amanda Energy** will make the reconnection or cause the **Network Operator** to make the reconnection on the day requested by the **Customer**.

## 22.3 *Fees*

If the **Meter** has been removed or physically disconnected due to the disconnection of the **Customer**, **Amanda Energy** may charge a fee for replacing or physically reconnecting the **Meter** but will not charge a fee where the disconnection occurs under clauses 21.4, 21.5 or 21.6.

## 23 **TERMINATION**

### 23.1 *Disconnection at Customer's Request*

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

### 23.2 *Termination by Notice*

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

### 23.3 *Amanda Energy's Termination Rights*

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

- (a) commits a substantial breach of this **Contract**;

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

#### 23.4 *When Termination Takes Effect*

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

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

#### 23.5 *Events Upon Termination*

If this **Contract** is terminated:

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

#### 23.6 *Duration*

This **Contract** will come into effect on the day **Amanda Energy** agrees to supply gas to the **Customer** at the **Supply Address** or at any earlier time when **Amanda Energy** is deemed by the law to be your retailer. Unless terminated earlier in accordance with this clause 23, this **Contract** will continue for a period of one year from the day it came into effect.

However, if one year passes without either the **Customer** or **Amanda Energy** terminating the contract in accordance with this clause 23, this **Contract** will automatically be renewed for consecutive additional one year periods until either the **Customer** or **Amanda Energy** terminates this **Contract** in accordance with this clause 23.

## 23.7 *Survival of Obligations*

Termination of the **Contract** does not release either party from an obligation which arose before the **Contract** was terminated. Notwithstanding termination, the **Customer's** obligations under this **Contract** prior to termination continue until **Amanda Energy** has received all money payable to it in relation to this **Contract** and specifically, subject to clause 18 and **Amanda Energy's** obligations under the **Customer Service Code**, the **Customer** remains liable to pay for all **Gas** delivered to the **Supply Address** and related **Fees** and charges after termination.

## 24 **TITLE AND RISK**

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

## 25 **EXCLUSIONS**

### 25.1 *No Warranty*

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

### 25.2 *Consequential Loss*

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

## 26 **INDEMNITY OF AMANDA ENERGY**

This does not exclude, restrict or modify any rights the **Customer** has from certain consumer guarantees under the **Australian Consumer Law** about the supply of goods (including gas) or services (if any).

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

## 27 **NOTICES AND INFORMATION**

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

## 28 **COMPLAINTS AND DISPUTES**

A **Customer** may:

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

**Amanda Energy** will handle **Customer** disputes and complaints in accordance with the Australian Standard on Complaints Handling (AS ISO 10002:2014), publish information which will assist the **Customer** in utilising its complaints handling process and on request will provide the **Customer** with information on its complaints handling process and the **Energy Ombudsman** scheme of which **Amanda Energy** is a member.

## 29 **AMENDMENT OF CONTRACT**

The **Contract** can only be changed with the **Economic Regulation Authority's** consent. Provided **Amanda Energy** first obtains such consent, **Amanda Energy** may amend, delete or introduce any term or condition of this **Contract**. **Amanda Energy** does not require the **Customer's** consent to amend this **Contract**, but will use its reasonable endeavours to give the **Customer** prior notice of the amendments and will, on the date the amendments are effective, **Publish** notice of any changes to this **Contract**. **Amanda Energy** will not be required to give separate notice of any change to any document incorporated into this **Contract**, which document is issued by persons other than **Amanda Energy**. If the **Customer** does not agree with any amendment to this **Contract**, the **Customer** may terminate this **Contract** in accordance with clause 23.

## 30 **AVAILABILITY OF CONTRACT**

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

## 31 **ACCESS TO INFORMATION**

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

## 32 **CONFIDENTIALITY AND PRIVACY**

### 32.1 *Confidentiality*

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

- (a) the **Customer** gives **Amanda Energy** prior written consent to disclose the information to a third party;
- (b) disclosure is required to comply with any accounting or stock exchange requirement (such information disclosed will, as far as possible, be in an aggregated form);
- (c) disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration;

- (d) the information is already in the public domain; or
- (e) **Amanda Energy** believes the **Customer** has used **Gas** illegally and must provide **Customer** information to the **Economic Regulation Authority** or the Director of Energy Safety or the Police.

## 32.2 **Privacy**

**Amanda Energy** will comply with the Privacy Act 1988 (Cth) and the Australia Privacy Principles in relation to your personal information. In particular, we will keep your personal information confidential and secure and only disclose it as set out in this Agreement and our privacy policy. Our detailed privacy policy includes more details about the steps we take to keep your information confidential. It is available at our website [www.amandaenergy.com.au/privacy](http://www.amandaenergy.com.au/privacy). Please contact us to request a paper copy.

## 33 **SUCCESSORS AND ASSIGNS**

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

## 34 **UNSOLICITED CONSUMER AGREEMENT**

This clause 34 only applies if the **Contract** is an **Unsolicited Consumer Agreement**.

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

## 35 **GOVERNING LAW**

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

## 36 **COMPLIANCE WITH LAW**

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

## 37 **SEVERABILITY**

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

## 38 WAIVERS

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

## 39 ENTIRE CONTRACT

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

## 40 ELECTRONIC COMMUNICATION

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

## 41 NETWORK OPERATOR

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

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

## 42 DEFINITIONS

**Amanda Energy** means Amanda Energy Pty Ltd (ABN 45 163 376 163) a company incorporated in Western Australia and having its registered office at Unit 11, 100 Stirling Hwy, North Fremantle, Western Australia 6159.

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

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

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

**Bill** means a tax invoice issued by **Amanda Energy** that complies with the requirements of the **Customer Service Code**.

**Billing Period** means the period referred to in clause 6.1.

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

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

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

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

**Customer Charter** means the **Customer Charter** prepared by **Amanda Energy** for use in Western Australia.

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

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

- (a) in the case where **Amanda Energy** hands the notice to the **Customer**, the date **Amanda Energy** does so;
- (b) in the case where **Amanda Energy** leaves the notice at the **Supply Address**, the **Business Day** after **Amanda Energy** does so;
- (c) in the case where **Amanda Energy** gives the notice by post, a date 2 **Business Days** after the date **Amanda Energy** posted the notice; and
- (d) unless otherwise notified by **Amanda Energy** in accordance with clause 40, in the case where **Amanda Energy** gives the notice by email, the date on which **Amanda Energy's** computer or other device from which the email was sent records that the email was successfully transmitted.

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

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

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

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

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

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

**Energy Ombudsman** has the meaning given by section 11ZPZ(1) of the Energy Coordination Act 1994.

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

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

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

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

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

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

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

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

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

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

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

**Price** means the charge for **Gas** supplied at the **Supply Address** as determined from time to time and **Published** by **Amanda Energy** and includes a fixed component and a usage component relating to the quantity of gas consumed by the **Customer**. The fixed component and the usage component will be listed separately when the **Price** is **Published**.

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

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

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

**Relevant Codes** means any codes and standards applying to the supply of **Gas** under the **Contract** including the **Customer Service Code**, the **Gas Marketing Code of Conduct**, and the Australian Standard on Complaints Handling [AS ISO 10002:2014].

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

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

**Security** has the meaning as described in Clause 11.

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

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

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

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

## 43 AMANDA ENERGY'S CONTACT DETAILS

**Postal Address:**

PO Box 867  
Cottesloe  
WA 6911

**Business Address:**

Unit 11, 100 Stirling Highway  
North Fremantle  
WA 6159

**Telephone number:**

08 9430 7048

**Email address:**

[sales@amandaenergy.com.au](mailto:sales@amandaenergy.com.au)

**Internet website address:**





# ATTACHMENT A

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

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

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

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

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

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

- giving Amanda Energy a notice personally; or
- giving Amanda Energy or sending Amanda Energy a notice, in an envelope addressed to:  
Amanda Energy  
PO Box 867,  
Cottesloe, WA 6911; or
- sending Amanda Energy an email to [sales@amandaenergy.com.au](mailto:sales@amandaenergy.com.au) ; or
- sending Amanda Energy a fax to 08 6311 7348

saying that the Customer would like to cancel the Contract.

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

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

Amanda Energy is not allowed to supply the Customer with Gas or accept or ask for any payment for Gas at any time within 10

Business Days from and including the day after the Customer signed or received this Contract, unless:

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

# ATTACHMENT B

## Australian Consumer Law

### Cancellation notice — Unsolicited Consumer Agreement Right to cancel this Contract within 10 Business Day cooling-off period

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

**Customer** signed or received this **Contract**. **Extended right to cancel this Contract**

If **Amanda Energy** has not complied with the law in relation to **Unsolicited Consumer Agreements**, the **Customer** also have a right to cancel this **Contract** by contacting **Amanda Energy**, either orally or in writing. **Refer to the information attached to this Contract.**

The **Customer** may have up to 6 months to cancel this **Contract** in certain circumstances. To cancel this **Contract** in writing, complete this notice and send it to **Amanda Energy**.

Alternatively, write a letter or send an email to **Amanda Energy**. **Amanda Energy details (to be completed by**

**Amanda Energy):**

<b>Supplier's name:</b>	Amanda Energy
<b>Address:</b>	Unit 11, 100 Stirling Hwy, North Fremantle WA
<b>Email:</b>	<a href="mailto:sales@amandaenergy.com.au">sales@amandaenergy.com.au</a>
<b>Fax:</b>	+61 08 6311 7348

### Customer details:

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

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