



# Gas Supply Contract Terms and Conditions



# Contents

---

1	ABOUT THIS CONTRACT	1
2	DOES THIS CONTRACT APPLY TO YOU?	1
3	SUPPLY OF GAS	1
4	WHAT IS THE TERM OF THIS CONTRACT?	1
5	CHARGES AND FEES	4
6	CALCULATING YOUR GAS USAGE	6
7	BILLING	8
8	PAYING YOUR BILL & FINANCIAL HARDSHIP	10
9	REVIEWING YOUR BILL	12
10	SECURITY	13
11	YOUR OTHER OBLIGATIONS	15
12	YOUR DISTRIBUTOR, YOUR GAS SUPPLY AND SUPPLY INTERRUPTIONS	17
13	DISCONNECTION	19
14	RECONNECTION	22
15	TERMINATION OF THIS CONTRACT	23

## Contents cont.

---

16	INFORMATION AND PRIVACY	26
17	CUSTOMER SERVICE AND COMPLAINTS	28
18	LIABILITY	29
19	UNCONTROLLABLE EVENTS	30
20	LEGAL MATTERS	31
21	DEFINITIONS AND INTERPRETATION	33
22	OUR DETAILS	36

## 1 ABOUT THIS CONTRACT

This contract is between Simply Energy ABN 67 269 241 237 who sells gas to you at your *supply address* (in this contract referred to as “we”, “our” or “us”); and you, the customer to whom this contract applies and who agrees to pay us for that gas (in this contract referred to as “you” or “your”).

If we’re your retailer for more than one *supply address*, then you have a separate contract with us for each *supply address*.

In this contract, we’ve *italicised* terms that are defined in clause 21.

## 2 DOES THIS CONTRACT APPLY TO YOU?

This contract applies to *small customers*.

Whether you’re a *small customer* is determined under the *relevant regulations*. Currently, you’re a *small customer* if you use less than 1 terajoule of gas per year. This means that there are additional regulatory protections that will apply to you.

## 3 SUPPLY OF GAS

We agree to sell gas to you at your *supply address* and you agree to purchase gas from us on the terms and conditions set out in this contract. The quantity of gas supplied by us to you will be the amount measured by the *meter* at your *supply address*.

## 4 WHAT IS THE TERM OF THIS CONTRACT?

### 4.1 When does this contract start and end?

- (a) This contract starts on the *acceptance date* and continues for 1 year, unless it is ended earlier by you or us under clause 15.
- (b) If this contract hasn’t ended before the end of the 1 year period referred to in clause 4.1(a), then it will automatically continue for a further 1 year period. This automatic renewal occurs each year until we or you end this contract under clause 15.
- (c) We will start selling you gas (and you must start paying for that gas) on the *supply start date*, which is either:

- (i) the date your *supply address* is transferred to us (see clause 4.2 for more information) and you start taking supply of gas at your *supply address*;
- (ii) the *date your supply address* is connected to the *distribution system* (see clause 4.3 for more information) and you start taking supply of gas at your *supply address*;
- (iii) the date you start taking supply of gas at your *supply address* where we are deemed by law to be your retailer and you have not entered any non-standard agreement with us; or
- (iv) another date we agree with you.

## 4.2 Transfer of existing connections

- (a) This clause 4.2 applies if we're not currently the retailer for your *supply address* and you request us to arrange for your *supply address* to be transferred from your current retailer to us.
- (b) If you request (in person, by telephone or in writing) that we arrange for your *supply address* to be connected to the *distribution system*, we will use our best endeavours to arrange for the *distributor* to connect your *supply address* on a day agreed with you, or if we don't agree a day with you, within 1 *business day* (if you made the request by 3pm on the previous *business day*), as long as:
  - (i) there is adequate gas supply available at the required volume and pressure at the boundary of your *supply address*;
  - (ii) your *equipment* and the *gas supply equipment* at your *supply address* complies with the *relevant regulations*; and
  - (iii) the *meter* at your *supply address* is available for use by us where necessary.
- (c) For a transfer to take place under this clause you'll also have to:
  - (i) enter into this contract and provide acceptable identification as required by us;
  - (ii) agree to pay us all relevant fees and charges;
  - (iii) provide us with contact details for billing purposes;

- (iv) if you're renting the *supply address*, provide us with the contact details of the property owner or the owner's agent;
  - (v) if we ask you to, satisfy us that necessary safe, convenient and unhindered access to the *supply address*, the *meter* (and other *gas supply equipment*) and *your equipment* is available;
  - (vi) if we ask you to, provide us with information on the number and types of appliances installed, the number of household occupants and the anticipated usage of appliances;
  - (vii) if we ask you to, provide us with *security* or enter into a payment arrangement with us (see clause 10 for more information); and
  - (viii) not have an outstanding debt relating to the supply of natural gas or any other form of gas supplied by us to you at a previous *supply address* (other than a debt that is the subject of a dispute, or for which you've made repayment arrangements).
- (d) The *distributor* will connect the *supply address* only in accordance with the *relevant regulations*.

#### 4.3 New connections

- (a) This clause 4.3 applies if you request us to arrange for your *supply address* to be connected to the *distribution system* and a new connection is required.
- (b) If you request (in person, by telephone or in writing) that we arrange for your *supply address* to be connected to the *distribution system*, we will use our best endeavours to arrange for the *distributor* to connect your *supply address* on a day agreed with you, or if we don't agree a day with you, within 20 *business days*, as long as:
  - (i) there is adequate gas supply available at the required volume and pressure at the boundary of your *supply address*; and
  - (ii) *your equipment* and the *gas supply equipment* at your *supply address* complies with the *relevant regulations*.

- (c) For the new connection to take place under this clause you'll also have to:
  - (i) do all the things listed in clause 4.2(c) (but for the things in clause 4.2(c)(v), (vi) and (vii), only if requested by us);
  - (ii) if we ask you to, provide us with the notice of installation or completion of work on *your equipment* from a gas installer; and
  - (iii) if we ask you to, provide us with information about how much gas you estimate you'll use at the *supply address*.
- (d) The *distributor* will connect the *supply address* only in accordance with the *relevant regulations*.

## 5. CHARGES AND FEES

You must pay us the *charges* under this contract. This clause explains what *charges* you may incur.

### 5.1 Supply charge

- (a) You must pay us the *supply charge* for gas we supply to you. The *supply charge* is published on our website.
- (b) The *supply charge* is made up of two components:
  - (i) a fixed daily component that is charged regardless of how much gas you use; and
  - (ii) a usage component that is based on how much gas you use.
- (c) There are two types of *supply charge*: the residential *supply charge* and the business supply charge.
  - (i) You are eligible for the residential *supply charge* if your *supply address* is a "dwelling" (a house, flat, home unit or other place of residence) and you use your gas only for a residential use, or if your *supply address* is not a dwelling, but it is separately metered and you use your gas solely for a residential use.
  - (ii) You must tell us if you are no longer eligible for the residential *supply charge* because you are no longer using gas solely for a residential use at your *supply address*. If you don't give us reasonable



notice of this change, we can backdate the business *supply charge* to the start of the non-residential use (up to a maximum of 12 months).

- (iii) A business *supply charge* will be payable for a *supply address* if the gas is used for commercial or business purposes.
- (d) The *supply charge* is no more than the maximum amount permitted by the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

## 5.2 Other Fees

You may also be required to pay one or more of the following other fees and charges:

- (a) amounts that the *distributor* charges us for services provided at your *supply address* which aren't already included in the *supply charge* (for example, connection and disconnection fees and *meter* reading fees);
- (b) any taxes (including *GST*), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply gas and other goods and services to you;
- (c) credit card payment fees for paying your bill by Mastercard, Visa or other payment methods where we incur a merchant services fee;
- (d) late payment fees to compensate us for our costs and losses if you pay your bill after the due date;
- (e) an account establishment fee for establishing your account with us;
- (f) payment processing fees for paying your bill over the counter in person or via Post Billpay;
- (g) paper bill fees for us issuing you with bills in the mail;
- (h) costs we incur for arranging network and connection services for you;
- (i) reasonable costs we incur if you breach this contract or any of the *relevant regulations* (except where those costs are already recovered through other charges or fees, such as the late payment fee); and
- (j) other fees and charges referred to in this contract (for example, a fee for reading your *meter* after you deny us access to the *meter* – see clause 6.3(d)).

### 5.3 Notice of charges

- (a) We will give notice of the *charges* payable under this contract in the Government Gazette, newspaper, a notice to you, or as agreed with the Economic Regulation Authority. We may also publish the *charges* on our website.
- (b) You can also ask us to send you a copy of the *charges* (at no cost to you).
- (c) All *charges* identified in clauses 5.1 and 5.2 that apply to you will be itemised on your bill. For an explanation of the *charges*, please visit our website or call us.

### 5.4 Changes to *charges*

- (a) We can vary the *charges* at any time by notice in the Government Gazette, newspaper public notices, a notice to you, or as agreed with the Economic Regulation Authority. We may also publish the changes to *charges* on our website.
- (b) If a variation to the *charges* affects you, we will also give you a notice as soon as practicable after the variation is gazetted or published, and in any event no later than your next bill. The notice of the variation may be included on your bill.
- (c) If the *charges* that apply to you change during a *billing cycle*, we will calculate your bill for that *billing cycle* on a proportionate basis.

### 5.5 GST

You must pay any *GST* which is payable on any supply which is made under this contract.

## 6 CALCULATING YOUR GAS USAGE

### 6.1 Calculating your gas usage

The usage component of the *supply charge* (see clause 5.1(b)(ii) above for more information) will be based on how much gas you use during the relevant *billing cycle*. This will be determined using information obtained from reading the *meter* (see clause 6.2 for more information) or otherwise in accordance with the *relevant regulations*, such as by estimating your usage (see clause 6.3 for more information).

## 6.2 Reading your meter

- (a) We will use our best endeavours to obtain metering data as frequently as required to prepare your bills. In any event, we will use best endeavours to ensure that the *distributor* reads your *meter* at least once every 12 months.
- (b) If we ask you, you can agree to read the *meter* yourself and provide the results to us, in which case, we will bill you on the basis of your *meter* readings (subject to Clause 6.3 (c) of these terms).

## 6.3 Estimating your usage

- (a) We can provide you with a bill based on estimated usage if:
  - (i) access to the *meter* is denied due to your action or that of a third party, or due to weather conditions, an industrial dispute or other reasons beyond our control;
  - (ii) you are leaving the *supply address* and need a final bill immediately;
  - (iii) access to your *meter* is denied for safety reasons;
  - (iv) the *meter* or ancillary equipment has recorded usage incorrectly;
  - (v) the *meter* has been tampered with or bypassed; or
  - (vi) you are moving in to your *supply address* and no *meter* reading was carried out on the day the previous customer left the *supply address*. In this case we will estimate the amount of gas used by you and the previous customer and try to fairly allocate the charges between you.
- (b) If we need to base your bill on estimated usage, we can do so based on:
  - (i) your reading of the *meter*;
  - (ii) your prior billing history with us;
  - (iii) if we don't have your prior billing history, then we can use:
    - (A) the average usage of gas at the *supply charge* that applies to you;

- (B) the average usage for your type of *meter*; or
  - (C) the average usage at your *supply address*.
- (c) If we provide you with a bill based on estimated usage and we are later able to read your *meter*, then we will adjust the estimated bill in accordance with the *meter* reading, unless:
- (i) the estimated bill was used to finalise your account; or
  - (ii) we accepted your reading as the *meter* reading to base the bill on and the subsequent reading shows an error in your favour.
- (d) If we provide you with a bill based on estimated usage because you denied us access to your *meter*, and you subsequently request that we replace an estimated bill with a bill based on a reading of your *meter*, then we will do so as long as you allow us access to the *meter* and pay any reasonable charge we request.

## 7 BILLING

### 7.1 General

- (a) We will send a bill to you as soon as possible after the end of each *billing cycle*. We will send the bill:
- (i) to you at the address (mail or email) nominated by you; or
  - (ii) to a person authorised in writing by you to act on your behalf at the address specified by you.

If you don't choose an address or we can't contact you at that address (eg if your bill is returned to us), we may send the bill to your *supply address* and you will be deemed to have received it.

- (b) We will bill you no more than once a month and at least once every 105 days, unless you have agreed to a longer *billing cycle*.
- (c) We may change the length of your *billing cycle* by notice to you, but we will not change it to less than 1 month without your consent or in accordance with the *relevant regulations*.

## 7.2 Information your bill will include

- (a) Your bill will show your gas usage in megajoules, which are calculated by multiplying the heating value (the amount of energy in the gas) by the volume of gas you used, and further multiplied by a pressure correction factor. If applicable, we can calculate your consumption through the measurement of gas from a master meter and utilise other measurement devices to determine your individual usage.
- (b) Your bill will separately itemise the charges, including the fixed component and the usage component of the *supply charge* (see clause 5.1(b) above for more information) and any charges related to the supply of gas such as connection fees.
- (c) The following information will be included on your bill:
  - (i) your name and account number;
  - (ii) your *supply address* and any relevant mailing address;
  - (iii) the amount due;
  - (iv) the due date;
  - (v) the dates of your previous and current *meter* readings or estimates;
  - (vi) the values of your previous and current *meter* readings or estimates;
  - (vii) consumption or estimated consumption;
  - (viii) the number of days covered by the bill;
  - (ix) your *charges* (specifying the relevant *supply charges*);
  - (x) your *meter* or property number;
  - (xi) a summary of the payment methods and instalment payment options available;
  - (xii) the telephone number for billing and payment enquiries;
  - (xiii) a 24 hour contact telephone number for faults and emergencies;
  - (xiv) the amount of arrears or credit;
  - (xv) the amount of any other charge and details of the service provided;
  - (xvi) a statement that a late payment fee may apply for payments after the due date;
  - (xvii) the average daily consumption and cost;

- (xviii) details of any *security* you've provided under clause 10;
  - (xix) if you're a *residential customer*, a reference to any concessions available to you from us and any Government concessions that may be available;
  - (xx) the availability of a *meter* accuracy test if you pay a testing charge, which will be refunded if the *meter* is found to be outside the margin of error;
  - (xxi) the availability of interpreter services; and
  - (xxii) a telephone number to contact if you are experiencing financial difficulties.
- (d) If we provide you with other goods and services, then unless agreed otherwise with you, we will include the charges for those goods and services as separate items on your bill. We will apply any payment received from you as directed by you, or if you don't give us any direction:
- (i) to the amount due for your gas use before applying it to the additional goods and services; or
  - (ii) if the goods or services include electricity, to the amount due for your gas use and electricity use in equal proportion before applying it to any other additional goods and services.

## 8 PAYING YOUR BILL & FINANCIAL HARDSHIP

### 8.1 Paying your bill

- (a) 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 13 *business days* from the date of the bill.
- (b) You can pay your bill in full using a range of options, including:
  - (i) over the counter in person at a third party retailer or outlet specified on your bill;
  - (ii) by mail; or
  - (iii) by any of the other methods specified on your bill.
- (c) You can also ask us to pay your bill in advance or have your bill redirected if you are going to be absent for a long period of time or if you are

unable to arrange payment using any of the methods on your bill.

## 8.2 If you are having trouble paying

- (a) If you are having trouble paying your bill, you should let us know as soon as possible.
- (b) If you are a *residential customer* and have told us that you are having difficulty paying your bill then we will offer you:
  - (i) additional time to pay a bill;
  - (ii) instalment plan options;
  - (iii) the right to have a bill redirected to a third party;
  - (iv) information about, and referral to, Government assistance programs; and
  - (v) information on independent financial counselling services.

We can also choose to offer you other arrangements which give you time to pay your bill.

- (c) If you have had 2 instalment plans cancelled in the last 12 months due to non-payment, then we will not offer you an instalment plan unless we're satisfied that you'll comply with the plan.
- (d) We may also offer you other options in accordance with *relevant regulations* and our Hardship Policy. For more information about our policy on payment hardship, please see our Hardship Policy on our website.

## 8.3 If you don't pay your bill

- (a) If you have not paid a bill in full by the due date, then (unless you've requested a review of your bill) we may:
  - (i) require you to pay a late payment fee in accordance with the *relevant regulations*;
  - (ii) apply any *security* we've received from you (see clause 10 for more information);
  - (iii) issue a reminder notice;
  - (iv) issue a disconnection warning;
  - (v) disconnect your gas supply (see clause 13 for more information);
  - (vi) subject to the *relevant regulations*, ask a debt collection agency to obtain payment from you; or

- (vii) rely on other rights we have under this contract.
- (b) If you are a *business customer*, we may also charge you interest on any overdue amounts. However, we will only do so if we haven't charged you a late fee or if the late fee doesn't fully compensate us for our costs and losses from your failure to pay.
- (c) We will not commence legal proceedings for the recovery of an amount you owe us if you are a *residential customer* and:
  - (i) you have entered into a payment arrangement with us and you are complying with the terms of that arrangement; or
  - (ii) you have informed us that you are experiencing payment difficulties or financial hardship and if we have assessed that you are we have offered you assistance (see clause 8.2 for more information).

## 9 REVIEWING YOUR BILL

### 9.1 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures (see clause 17 for more information). In the meantime, we may require you to pay the bill (or some of it), which will be no more than:
  - (i) the portion of the bill that you aren't disputing; or
  - (ii) an amount equal to the average of your bills in the last 12 months, not including the disputed bill, (whichever is less).
- (b) You can ask to have your *meter* or *meter* data tested as part of a review or at any other time. You may have to pay the cost of the test in advance. If the test finds that the *meter* or *meter* data is faulty and you've paid in advance, we'll refund any amount you've paid for the test. If the test finds that the *meter* and *meter* data is not faulty and you haven't paid for the test in advance, we may require you to



pay for the cost of the *meter* test.

- (c) If the review of your bill finds that the bill is correct, then you will be required to pay the unpaid amount. If the review finds that the bill is incorrect, we'll adjust the bill for any undercharge or overcharge (see clause 9.2 for more information on how we do this).

## 9.2 Overcharging and undercharging

- (a) If you are overcharged, we'll let you know and refund you the overcharged amount (without interest) in accordance with the *relevant regulations*. If we are required to pay refund you an overcharged amount, you can choose whether we make the refund as a credit to your account or a payment directly to you (except where the amount of the refund is less than \$100, in which case we will automatically credit the amount to your account).
- (b) If you are undercharged (which includes if you are not charged at all), we may recover from you some or all of the amount owed to us. We'll let you pay us over a period matching how long we undercharged you. If the undercharge is a result of our error, the amount we can recover is capped at the amount undercharged over the 12 months up until the date we told you about the undercharge. The correcting payment will be shown as a separate item on your bill with an explanation.
- (c) If we have undercharged you as a result of fraud by you or use of gas otherwise than in accordance with this contract, we may take action against you.

## 10 SECURITY

### 10.1 When we may require *security*

We can require you to provide us with *security* from time to time. We will only require *security* if:

- (a) you are on a tariff that requires *security* from all customers on that tariff;
- (b) you have an outstanding debt from a previous

- supply address* and have refused to make an arrangement to pay it;
- (c) you are a new customer and have refused to provide acceptable identification;
  - (d) you have acquired or used gas in breach of the *relevant regulations* within the last 2 years;
  - (e) you are a new customer and don't have a satisfactory established payment record in the same name at another *supply address*; or
  - (f) you are a new customer and don't have an acceptable credit reference.

## 10.2 Amount of *security*

- (a) If we ask you to provide *security*, the amount will be no more than:
  - (i) 1.5 times the average bill if you are on a quarterly *billing cycle*; or
  - (ii) 2.5 times the average bill if you are on a monthly *billing cycle*.
- (b) To work out the average bill we can either use your billing history or the consumption of similar customers or business types.

## 10.3 Holding *security*

- (a) We will pay interest on *security* you provide to us at the *bank bill* rate. That interest will accrue daily and will be capitalised every 90 days unless paid.
- (b) If we ask you for *security*, we will keep that *security* in a separate trust account, and it will be separately identified in our accounting records.

## 10.4 When can we use your *security*?

- (a) We can use your *security* (and any interest accrued on it) to offset any amount you owe to us if:
  - (i) you fail to pay a bill, resulting in the disconnection of your *supply address*;
  - (ii) you fail to pay a final bill;
  - (iii) you fail to pay a bill and you agree that

- we can use the *security* to avoid us disconnecting you;
- (iv) you ask us to do so when you are leaving the *supply address* or you have requested the disconnection of the *supply address*;  
or
  - (v) you transfer to another retailer and you still owe us an amount.
- (b) If we use your *security*, we will give you an account of its use and refund the balance (if any) within 10 *business days*.

## 10.5 When will we refund your *security*?

If we decide that we no longer need your *security*, we will refund it and any interest as a credit on your bill, or, if you're no longer a customer with us, through our normal process for refunding credits.

## 11 YOUR OTHER OBLIGATIONS

### 11.1 Title and risk

Title to and risk in gas supplied to your *supply address* will pass to you at the point of connection between the *distribution system* and your *supply address*.

### 11.2 Access to *supply address*

- (a) You must give us and other relevant people (including your *distributor* and any *meter* service provider) safe, convenient, easy and unrestricted access to the *supply address*, your *equipment*, the *gas supply equipment*, the *distribution system* and the *meter* at your *supply address* including to read the *meter*, to inspect or work on your *equipment* or the *gas supply equipment* or for any other reason relating to the supply of gas at your *supply address*.
- (b) If we or your *distributor* intend to undertake inspections, repairs, testing or maintenance of the *distribution system* at your *supply address*, we or the *distributor* (as relevant) will give you notice of this, unless it is an emergency, you're suspected of using gas illegally, or for routine

- meter* replacements. Unless you agree to a shorter notice period, the notice given will be:
- (i) 4 days for planned maintenance at your *supply address* or on the *distribution system*, or such longer period specified by the *relevant regulations*; or
  - (ii) for any other work, at least 24 hours or such longer period specified by the *relevant regulations*.
- (c) If a representative of us or your *distributor* access your *supply address*, they must:
- (i) wear in a visible manner and in accordance with our or the *distributor's* requirements, official identification (such as a nametag with a photo); or
  - (ii) carry such identification and show it to you.
- (d) If you do not provide access as required under this clause, we may, in addition to other rights, exercise our rights under clause 13.

### 11.3 Meters and other infrastructure

- (a) We or your *distributor* will provide, install and maintain equipment for the supply of gas to your *supply address*, including the *meter* and any necessary ancillary equipment, which will be installed at a location at your *supply address* which is suitable to us, but taking into account your wishes if you tell us your preference.
- (b) You must:
  - (i) take reasonable steps to limit any loss or damage you suffer in connection with this contract;
  - (ii) make sure your *equipment* is in good condition and not damaged or interfered with in any way;
  - (iii) ensure that any work done on the gas infrastructure at your *supply address* is only carried out by appropriately qualified and accredited people;
  - (iv) keep all vegetation, structures and vehicles at your *supply address* clear of any gas infrastructure;
  - (v) not tamper with or bypass the *meter*, or allow anyone else to do so;

- (vi) not interfere with, disconnect, displace, remove or replace or damage the *meter*, the *gas supply equipment* or the *distribution system*, or allow anyone else to do so;
  - (vii) not turn on gas at the *meter* if it has been turned off by us or your *distributor*, unless you have our permission to turn it on;
  - (viii) advise us or your *distributor* of any safety issues;
  - (ix) comply with directions from us or your *distributor*; and
  - (x) not use gas in a way that interferes with the supply of gas to anyone else or causes loss to anyone else.
- (c) You acknowledge that the *meter* is owned by a third party (generally either your *distributor*, a *meter service provider*, or us) and title will not pass to you at any time.
- (d) You are responsible for keeping *your equipment* in good working order and condition.
- (e) You agree to allow us to give the *distributor* your details.
- (f) Although we are separate companies, we may ask the *distributor* to do things for us (such as turn on your gas supply or read your *meter*). We may ask the *distributor* to do things that this contract says we can do (eg in relation to the disconnection or reconnection of supply and the *gas supply equipment*).

## 12 YOUR DISTRIBUTOR, YOUR GAS SUPPLY AND SUPPLY INTERRUPTIONS

### 12.1 Your *distributor*

- (a) Your *distributor* is responsible for the connection between the *distribution system* and your *supply address* and for the physical supply of gas to your *supply address*, including the quality and reliability of the gas supplied.
- (b) You must cooperate with any reasonable requests your *distributor* makes of you.

## 12.2 Our limited role

We are a gas retailer and do not control the physical supply of gas. We can ask your *distributor* to connect your *supply address* to the *distribution system*, which we will do at your request. We will also arrange for your *distributor* to physically supply gas to your *supply address*. Except to that extent or as otherwise provided by law, we cannot control the way in which the *distributor* operates the *distribution system*, and we are not liable to you for ensuring the physical supply of gas or the safety, quality, continuity, reliability or pressure of that supply.

## 12.3 Your gas supply

Gas supplied to your *supply address* may be subject to quality or pressure variations or deficiencies.

## 12.4 Supply interruptions may occur

The quality, continuity, reliability and pressure of your gas supply is subject to a variety of factors, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the *distribution system* and acts of other persons (including your *distributor*). Accordingly, the supply of gas to your *supply address* may be interrupted. Examples of when supply may be interrupted include:

- (a) where required by your *distributor* or another person;
- (b) where there is insufficient gas or system capacity to meet the needs of all customers;
- (c) for inspection, repairs, testing, maintenance or other works; or
- (d) in an emergency or for safety reasons.

## 12.5 Keeping one another informed about supply interruptions

- (a) We will try to inform you about supply interruptions, and we'll follow any notice requirements set out in the *relevant regulations*.

- (b) If you let us know that your supply has been interrupted, we'll tell your *distributor*.

## 13 DISCONNECTION

### 13.1 When you could be disconnected

We may arrange for your gas to be disconnected in the following circumstances, unless we're prohibited from doing so under the *relevant regulations* or we say we won't in clause 13.3:

- (a) if you ask us to;
- (b) if you fail to pay *charges* or other amounts on your bill relating to the supply of gas by the due date;
- (c) if you don't agree to an offer of an instalment plan or other payment option to pay for *charges* or other amounts relating to the supply of gas;
- (d) if you haven't paid in accordance with an agreed payment plan for *charges* or other amounts relating to the supply of gas;
- (e) if your *supply address* couldn't be accessed to read the *meter* for the purposes of issuing three consecutive bills and:
  - (i) we've given you an opportunity to offer reasonable alternative access arrangements;
  - (ii) each time your *supply address* couldn't be accessed, we've given you 5 *business days'* written notice of the next scheduled *meter* reading and requested access at that time; and
  - (iii) we've given you at least 5 *business days'* notice of our intention to arrange for you to be disconnected;
- (f) in the case of an emergency, in which case we, or your *distributor*, will provide, by way of a 24 hour emergency line, information on the nature of the emergency and an estimate of the time when supply will be restored and use best endeavours to arrange for reconnection as soon as possible;
- (g) for health and safety reasons, but only if (except in an emergency or where there is a need to reduce the risk of fire or where the

*relevant regulations* require it) we have:

- (i) notified you of the reason for the disconnection;
  - (ii) given you 5 *business days* to fix the reason for the disconnection (if you are able to do so); and
  - (iii) after the expiry of that 5 *business day* period, given you 5 *business days'* notice of our intention to disconnect you by way of a written disconnection warning;
- (h) for the purposes of planned maintenance on, or augmentation to, the *distribution system*, in which case we, or your *distributor*, will use best endeavours to:
- (i) give you at least 4 days' notice of the intention to disconnect;
  - (ii) minimise interruptions to supply; and
  - (iii) restore supply as soon as practicable;
- (i) if you've obtained supply in breach of any *relevant regulations*;
- (j) if you've refused to provide *security*, in which case we will give you at least 5 *business days'* notice of our intention to arrange for disconnection; or
- (k) you fail to keep *your equipment* in good working order or condition.

If you are disconnected, you may be required to pay a disconnection fee. We will not charge you a disconnection fee if the disconnection occurs under clauses 13.1(f), (g) or (h).

## 13.2 What we'll do before we disconnect you

- (a) If you have failed to pay your bill, including if you haven't agreed to an offer of an instalment plan or other payment option, or you haven't paid in accordance with such a plan or option (see clauses 13.1(b) to (d) above), then before we disconnect you, we will:
- (i) use our best endeavours to contact you personally;
  - (ii) give you a written reminder notice not less than 14 *business days* after the date on which the bill was issued, advising you that payment is overdue and requiring you to pay by a date specified in the notice



- (iii) if payment is not made by the date specified in the reminder notice, give you a written disconnection warning not less than 22 *business days* after the date the bill was issued, advising you that you will be disconnected unless you pay by the day specified in the disconnection warning (which will be at least 10 *business days* after the date of the disconnection warning);
  - (iv) if you are a *residential customer*, offer you an instalment plan or other payment option such as an extension of time to pay (if we haven't already done so) and give you information about government concessions (and give you at least 5 *business days* to accept that offer); and
  - (v) if you are a business customer, offer you an extension of time to pay (and give you at least 5 *business days* to accept that offer);
- (b) If we give you a disconnection warning (see clause 13.2(a)(iii) above), then we won't disconnect you until at least 1 *business day* after the date specified in the warning.

### 13.3 When we won't disconnect you

Unless disconnection:

- (a) was requested by you;
- (b) is required by *law*;
- (c) occurred for emergency reasons;
- (d) was the result of a planned interruption (including a temporary unavailability of supply from the *distribution network* to you due to planned work); or
- (e) was to prevent unauthorised use of gas (including if you have obtained any supply of gas at your *supply address* otherwise than in accordance with the *relevant regulations*),

we will not disconnect you if:

- (f) you have provided us with a written statement from a medical practitioner (registered under the Health Practitioner Regulation National Law (WA) Act 2010) stating that supply is

- necessary to protect the health of a person who lives at your *supply address*, and you have entered into arrangements acceptable to us in relation to payment for gas supplied;
- (g) the amount you owe us is less than an average bill over the last 12 months, and you have agreed to repay the amount;
  - (h) you have made a complaint, including to the Energy Ombudsman, which directly relates to the reason for the proposed disconnection and which remains unresolved;
  - (i) you have made an application for a government concession and the application has not yet been decided;
  - (j) you have failed to pay an amount that does not relate to the supply of gas;
  - (k) disconnection would occur on a Friday, Saturday, Sunday or public holiday in Western Australia, or the day before such a public holiday or after 3.00pm on any other day;
  - (l) you can't pay your bill because of a lack of income or other means and we haven't done the things we have said we will do under clause 13.2; or
  - (m) you've accepted an instalment plan or other payment option, unless, after accepting, you don't take any reasonable action towards settling the debt within the time specified in the plan.

### 13.4 Customer assistance

You must assist us in disconnecting supply and you give us and the *distributor* permission to enter your *supply address* to remove any property which belongs to us or the *distributor*.

## 14 RECONNECTION

- (a) If you ask us to, we must arrange for your gas supply to be reconnected if:
  - (i) within 10 *business days* after disconnection for non-payment of a bill, you pay the overdue amount or make an arrangement with us for its payment;
  - (ii) within 10 *business days* after

- (iii) disconnection for denial of access to a *meter*, you provide access to the *meter*;
- (iii) within 10 *business days* after disconnection for unlawful consumption of gas, you pay for the gas consumed;
- (iv) within 10 *business days* after disconnection for refusal to provide *security*, you provide *security*;
- (v) within 20 *business days* after disconnection in an emergency situation or for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified,

and you have paid any applicable reconnection fee (or have accepted an offer of an instalment plan to pay the reconnection fee). We will not charge you a reconnection fee if the disconnection occurred under clauses 13.1(f), (g) or (h).

- (b) If you are entitled to be reconnected and you make the request for reconnection:
  - (i) before 3.00pm on a *business day*, we will use our best endeavours to get your *distributor* to reconnect you on the day of the request;
  - (ii) after 3.00pm on a *business day*, we will use our best endeavours to get your *distributor* to reconnect you as soon as possible on the next *business day*; or
  - (iii) after 3.00pm but before 5.00pm on a *business day*, we will use our best endeavours to get your *distributor* to reconnect you on the same business day if you pay the after-hours reconnection fee.

## 15 TERMINATION OF THIS CONTRACT

### 15.1 When we can end this contract

We can end this contract:

- (a) by giving you 20 *business days'* notice;
- (b) if you become insolvent, go into liquidation or commit an act of bankruptcy;
- (c) if you commit a substantial breach of this contract; or
- (d) if you commit any other breach of this

contract, but only if:

- (i) we have a right to disconnect supply under this contract, a written *law* or any relevant code; and
- (ii) we have disconnected supply at all of your *supply addresses* that are covered by this contract.

## 15.2 When you can end this contract

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

## 15.3 When this contract will automatically end

- (a) If you request that we disconnect your *supply address*, this contract will end 10 *business days* after disconnection.
- (b) If you transfer the gas supply at your *supply address* to another retailer, this contract will end when we are deemed to receive notification from the *distributor* that your *supply address* has been transferred to the other retailer in accordance with the *retail market rules*.
- (c) If you enter into a new contract for the supply of gas with us, this contract will end on the expiry of the cooling off period (if any) specified in the new contract.
- (d) If you are disconnected, this contract will end when you no longer have any right to be reconnected under this contract, a written *law* or any relevant code.
- (e) This contract will also end if:
  - (i) another person starts being supplied with gas at the *supply address* with us or another retailer; or
  - (ii) we are no longer entitled to sell gas due to a *retailer* of last resort event.

## 15.4 Termination when you move out of your *supply address*

- (a) If you're moving out of your *supply address*,

you'll need to give us at least 3 *business days*' notice indicating that you are moving out and wish to terminate this contract. You must include the date you are moving out in your notice, as well as a forwarding address to which we can send you a final bill.

- (b) We will do what we can to have your *meter* read on the date specified in your notice, or as soon as practicable after that date if there are difficulties accessing your *meter*. If a final reading is not performed on the date you move out of your *supply address*, we will estimate your usage and the new customer's usage and try to fairly allocate the charges between you.
- (c) You will be required to pay us the *charges* and any other amounts payable under this contract for your *supply address* until the later of the date you move or 5 days from the date you notify us that you're moving, unless you can reasonably demonstrate you were evicted or otherwise forced to leave the *supply address* earlier, in which case you will only be required to pay for gas consumed until the date you gave us notice.
- (d) You will not be required to pay for any gas supplied at the *supply address* from the time another person became responsible to pay for gas supplied under a new agreement with us.
- (e) If you don't give us notice that you are moving out or you don't provide access to your *meter*, then subject to the *relevant regulations*, you will be required to pay us the *charges* and any other amounts payable under this contract for the *supply address* until:
  - (i) we find out that you've moved and your *meter* has been read;
  - (ii) you notify us you're moving, in accordance with the notice period under Clause 15.4 (a);
  - (iii) the gas supply is disconnected or transferred to another retailer; or
  - (iv) we enter into a new agreement in relation to the *supply address*, whether with you or someone else.

## 15.5 What happens when this contract ends

- (a) If this contract is terminated, then:
- (i) if you want us to continue to supply you gas, we will continue to sell you gas on the same terms as the terms of this contract until you enter into a new contract with us or transfer to another retailer;
  - (ii) we may arrange for a final *meter* reading and for disconnection on the day on which this contract ends;
  - (iii) we may issue you with a final bill;
  - (iv) we may, subject to the provisions of the *relevant regulations*, charge you a fee for the final *meter* reading, disconnection and final bill;
  - (v) we or your *distributor* may remove any network equipment at your *supply address* at any time after the day on which this contract ends, and you must allow us or your *distributor* safe and unrestricted access to your *supply address* for this purpose;
  - (vi) if you want us to supply gas to you again, you must enter into a new contract with us; and
  - (vii) you must still pay any outstanding amounts to us and we don't have to continue to supply gas to you.
- (b) This clause and the provisions of this contract about privacy, liabilities, notices, governing law and payment will survive this contract ending.
- (c) This contract ending will not prejudice any rights, obligations or remedies that you or we have accrued before the contract ends.

## 16 INFORMATION AND PRIVACY

### 16.1 Your details

You must make sure:

- (a) your name, *supply address* and contact details (including the address you choose for notices and billing) are set out correctly in this contract;
- (b) any other contact details you give us are correct;
- (c) you tell us promptly if you become aware of any change that materially affects access to

- your *meter* or other equipment involved in providing the metering services at your *supply address*; and
- (d) you let us know if any information you've given us changes.

## 16.2 Your historical billing information

If you ask us, we will give you information about your billing history. We may charge you a reasonable fee to provide this information, unless:

- (a) you ask for information for the last 2 years only, and you haven't already made a request in the last 12 months; or

- (b) you request the information in relation to a dispute,

in which case we will provide the information free of charge.

## 16.3 Life support

You must let us know if there is life support equipment in use at your *supply address*. You will need to give us written confirmation from a registered medical practitioner that the equipment is required. We will pass this information on to your *distributor* and give you the emergency telephone contact number for your *distributor*.

## 16.4 Privacy

Any personal and credit information that we hold about you is treated as confidential and will be handled in accordance with applicable privacy *law* and the Privacy & Credit Information Management Policy included in the booklet attached to these terms.

## 16.5 Further information

If you would like further information about any of the following, please get in touch with us and we will provide you copies of:

- (a) a copy of the Energy Coordination (Customer Contracts) Regulations 2004 (WA);
- (b) a copy of the Gas Marketing Code of Conduct 2017 (WA);

- (c) a copy of the Compendium of Gas Customer
- (d) the Australian Gas Association Natural Gas Customer Service Code AG 755-1997 License Obligations;
- (e) information about the *charges* and fees payable under this contract, including alternative tariffs that may be available to you;
- (f) information about energy efficiency;
- (g) *billing data*;
- (h) contract details for obtaining information about Government assistance programs or financial counselling services; or
- (i) information about our gas customer safety awareness program.

## 17 CUSTOMER SERVICE AND COMPLAINTS

- (a) If you have an enquiry, complaint or dispute, please contact us on 1800 038 241. We will handle your complaint in accordance with our standard complaints and dispute resolution procedures (including the Australian Standard on Complaints Handling (AS/NZS 10002:2014)), which you can find on our website, and let you know of our decision and any right you have to take the matter to the *Ombudsman*.
- (b) You can ask us for a copy of our standard complaints and dispute resolution handling procedures and more information about our complaints procedure and the *Ombudsman*.
- (c) If you are not satisfied with our response to your complaint, you can raise the complaint to a higher level within our management structure, and if you are still not satisfied with our response, you may be entitled to refer the complaint to the *Ombudsman*.
- (d) We are required to comply with certain provisions in the *relevant regulations* and a number of codes, standards and policies, including:
  - (i) the standards of service set out in Part 5 of the Energy Coordination (Customer Contracts) Regulations 2004 (WA);
  - (ii) the Gas Marketing Code of Conduct 2017 (WA); and
  - (iii) the Compendium of Gas Customer Licence Obligations.



## 18 LIABILITY

- (a) We will comply with the *law* and *relevant regulations*, unless and except to the extent a regulator excuses us from compliance.
- (b) To the extent permitted by law including the *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law being Schedule 2 to that Act), we give no guarantees, warranties or representations about the quality of gas supplied under this contract and its fitness for purpose or safety, other than expressly provided for under this contract. To the extent Division 1 of Part 3-2 of the Australian Consumer Law applies to this contract, nothing in this contract excludes, restricts or modifies, or has the effect of excluding restricting or modifying, the application of, or the exercise of rights conferred by, any provision of Division 1 of Part 3-2 of the Australian Consumer Law.
- (c) Our liability under this contract for a failure to comply with a guarantee (if any) is limited to the maximum extent possible by section 64A of the Australian Consumer Law to:
  - (i) in the case of the supply of goods, being gas:
    - (A) the replacement of the gas or the supply of equivalent gas; or
    - (B) the payment of the cost of replacing the gas or of acquiring equivalent gas; or
  - (ii) in the case of services:
    - (A) the supply of service again; or
    - (B) the payment of the cost of having the services supplied again.
- (d) You are responsible for how gas is used at your *supply address*.
- (e) If you cannot meet an obligation under this contract because you do not own your *supply address*, you must use your best efforts to ensure that the owner meets that obligation.
- (f) This contract does not affect any limitation of liability or immunity we have under the *law*.
- (g) Subject to the *relevant regulations*:

- (i) we are not liable to you for any loss or damage in connection with or arising out of this contract (including any loss or damage you suffer as a result of the failure to supply gas to the *supply address*), except to the extent we cause that damage or loss because we breach this contract or are negligent;
- (ii) we are not liable to you for any business interruption loss, any reliance loss, any loss of profits, any loss of opportunity, any liability to a third party arising under other contracts or otherwise or any indirect or consequential loss;
- (iii) we are not liable to you for any loss or damage in connection with or arising out of any act or omission of the *distributor*;
- (iv) you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this contract or negligence; and
- (v) you indemnify us and any third party against any liability in connection with or arising out of the use of gas supplied under this contract after ownership passes to you.

## 19 UNCONTROLLABLE EVENTS

- (a) If an event outside our control occurs and we cannot meet an obligation we have under this contract, other than any obligation to pay money, then that obligation is suspended for that period ("**suspension**"). You are entitled to the same relief. We will promptly notify you of any uncontrollable event which affects us and will use our best endeavours to overcome its effects, as you must do if you are affected.
- (b) We are not liable to you for any loss or damage that you may suffer during a *suspension* because we couldn't supply gas to you.
- (c) If some matter outside your reasonable control occurs, you must still pay your bill by the due date on the bill.

## 20 LEGAL MATTERS

### 20.1 Notices

- (a) Unless the *law* requires us to give notice in another way, we will give you notice in writing. We may do so personally, by post, by email, by fax or by a message on your bill to the relevant addresses in the *details* section.
- (b) We will consider you to have received notice given by post three *business days* after we posted it, by email the day after we send the email, and by fax when our fax machine produces a report stating that the fax was sent in full.
- (c) We may also send you an email, SMS or other electronic communication letting you know that we are making a change or notifying you about something and where you can find more details (for example, our website).

### 20.2 Governing law

The laws of Western Australia govern this contract.

### 20.3 Varying this contract

- (a) We can vary this contract without your consent, however any variation to this contract must be approved by the Economic Regulation Authority. We will publish the amended contract as required by the *relevant regulations*.
- (b) If you do not accept the change to this contract, you can terminate the contract as provided for in clause 15.

### 20.4 Transferring this contract

- (a) You cannot transfer this contract to another person without our prior written consent.
- (b) We may transfer this contract to a third party without your consent. However, we will notify you if we do so.

## 20.5 Confidentiality

We will keep confidential your information in accordance with the *relevant regulations*, unless:

- (a) you give us prior written consent to disclose the information;
- (b) disclosure is required to comply with any accounting or stock exchange requirement;
- (c) disclosure is required to comply with any legal or regulatory requirement or proceedings;
- (d) the information is already publicly available; or
- (e) we believe you have used gas illegally and we must provide your information to the Economic Regulation Authority or the Director of Energy Safety.

## 20.6 Interaction with Relevant Regulations

- (a) If any matter that is required to be included in this contract by a *relevant regulation* is not expressly dealt with in this contract, the relevant regulation is incorporated as if it were a term of this contract.
- (b) If there is any inconsistency between this contract and a *relevant regulation*, then this contract will prevail to the extent of the inconsistency, unless a *relevant regulation* provides that it must prevail.

## 20.7 Invalidity and unenforceability

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

## 20.8 Entire agreement

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

## 20.9 No waiver

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

## 21 DEFINITIONS AND INTERPRETATION

### 21.1 Definitions

In this contract, unless the contrary intention is shown:

**acceptance date** means the date specified in the *details section*, or if no date is specified in the *details section*, the date you sign this contract or you accept this contract over the phone or online.

**bank bill rate** means the rate required by the *relevant regulations*. As at the *acceptance date*, that rate is the average rate (rounded up to 4 decimal places) for bank accepted bills having a term equal to or nearest to 90 days as displayed on the "BBSW" page of the Reuters Monitor System at or about 10.30am Eastern Standard Time on the first day of the relevant 90 day period or, if the rate is not displayed on that day, the rate displayed on the most recent day before that day.

**billing cycle** means the regular recurrent period for which you receive a bill from us.

**billing data** means information in or relating to bills we've issued to you.

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

**business days** means a day that is not a Saturday, Sunday or public holiday in Western Australia.

**charges** means the charges and fees set out or described in this contract.

**details section** means the section of this contract titled "Details Section".

**distribution system** means the *distribution system* used to distribute gas (as described in section 3 of

the Energy Coordination Act 1994 (WA)).

**distributor** means the person who is authorised or licensed to supply distribution services through the *distribution system* to which your *supply address* is connected.

**gas supply equipment** means the *meter* and any pipes, pressure regulators or other equipment used to transport, measure or control gas for delivery to you, before (upstream of) the point that gas leaves the *meter*.

**GST** means goods and services tax.

**law** means any law or regulatory or administrative document.

**meter** means the equipment installed at your *supply address* to measure the volume of gas you use.

**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).

**relevant regulations** means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of gas to your *supply address*. These include the Competition and Consumer Act 2010 (Cth), the Privacy Act 1988 (Cth), the Energy Coordination Act 1994 (WA), the Energy Coordination (Customer Contracts) Regulations 2004 (WA), the Compendium of Gas Customer Licence Obligations, the Gas Marketing Code of Conduct 2017 (WA) and the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

**residential customer** means a customer who acquires natural gas for use in domestic premises.

**retail market rules** means the same as it does in the Energy Coordination Act 1994 (WA).

**retailer of last resort event** means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under

the *relevant regulations*.

**security** means an amount of money or other arrangement to provide security against you not paying a bill.

**small customer** means a small use customer for the purposes of the Energy Coordination Act 1994 (WA).

**supply address** means the premises to which gas will be supplied to you under this contract, as set out in the *details section*.

**supply charge** means the charge paid by you for or in connection with the supply of gas.

**supply start date** means the supply start date under clause 4.1(c).

**suspension** has the meaning given in clause 19(a).

**your equipment** means all equipment which is located after (downstream of) the point that gas leaves the *meter* at your *supply address* which is used to take supply of or consume gas.

## 21.2 Interpretation

- (a) "We", "us" or "our" refers to IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293, trading as Simply Energy ABN 67 269 241 237.
- (b) "You" or "your" refers to the person to whom gas is sold under this contract.
- (c) A reference to:
  - (i) the singular includes the plural and vice versa;
  - (ii) a document includes any variation or replacement of it; and
  - (iii) costs we incur includes our internal costs.
- (d) The words "includes" is not a word of limitation. If an example is given of any thing, the scope is not limited to the example.
- (e) A reference to this document or another instrument includes any variation or replacement of any of them.
- (f) 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.

- (g) A person includes any type of entity or body or persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person.
- (h) Headings are for convenience only and do not affect the interpretation of this contract.

## 22 OUR DETAILS

### **Company name**

IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293 trading as Simply Energy

### **Business name**

Simply Energy ABN 67 269 241 237

### **Registered office address**

Level 33, Rialto South Tower, 525 Collins Street, Melbourne, VIC 3000



