

A guide to your electricity supply

Standard Form Contract

Terms and Conditions for Small Business Customers

May 2021

Alinta Sales Pty Ltd trading as Alinta Energy

ABN: 92 089 531 984

Address: Level 18, Raine Square, 300 Murray Street PERTH WA 6000

Email: business_sales@alintaenergy.com.au

Phone: +61 8 9486 3252

...../...../.....

Signature of customer

Date

.....

Name of customer

Notice if this is an unsolicited consumer agreement

Guidelines about whether this is an unsolicited consumer agreement are set out on the following page.

Important notice to the consumer

If this is an unsolicited consumer agreement, 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 on the following page.

Please retain this document for your records.

Information about unsolicited consumer agreements

The Australian Consumer Law sets out when an agreement is an “unsolicited consumer agreement”. If you would like more information about unsolicited consumer agreements, you should contact the Australian Competition and Consumer Commission. If you would like advice about whether your agreement with Alinta Energy is an unsolicited consumer agreement, you should speak to a lawyer.

For your information, we have set out the following guidelines about when an agreement may be an unsolicited consumer agreement.

Guidelines about when your agreement with Alinta Energy may be an unsolicited consumer agreement

- 1) This agreement may be an unsolicited consumer agreement if it is made as a result of negotiations between you and Alinta Energy:
 - [a] in each other's presence at a place other than Alinta Energy's business or trade premises or by telephone; and
 - [b] you did not invite Alinta Energy to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of the goods or services supplied under this agreement [whether or not you made such an invitation in relation to a different supply].
- 2) You are not a consumer, and this agreement is not an unsolicited consumer agreement, if you acquired the goods, or held yourself out as acquiring the goods:
 - [a] for the purpose of re-supply; or
 - [b] for the purpose of using them up or transforming them, in trade or commerce:
 - [i] in the course of a process of production or manufacture; or
 - [ii] in the course of repairing or treating other goods or fixtures on land.
- 3) The Australian Consumer Law and the regulations supporting it set out other circumstances in which an agreement may be an unsolicited consumer agreement and also provide a number of exceptions and further detail relating to the above information.

Your additional rights to cancel this agreement if this is an unsolicited consumer agreement

If this is an unsolicited consumer agreement, then in addition to your rights described in the agreement:

- [a] You have a right to cancel this agreement at any time:
 - [i] if the agreement 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 this agreement was made; or
 - [ii] if the agreement was negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which you received a copy of this agreement.
- [b] You also have a right to cancel this agreement at any time within 3 months from and including the day after you signed or received this agreement if there has been a breach of sections 73, 74, or 75 of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth):
 - [i] Section 73 re permitted hours for negotiating an unsolicited consumer agreement;
 - [ii] Section 74 re disclosing purpose and identity;
 - [iii] Section 75 re ceasing to negotiate on request.
- [c] You also have a right to cancel this agreement at any time within 6 months from and including the day after you signed or received this agreement if there has been a

breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth):

- [i] Section 76 re Informing consumer of termination period;
- [ii] Section 86 re prohibition on supplies for 10 business days;
- [iii] Part 3-2, Division 2, Subdivision C re requirements for unsolicited consumer agreements, including the requirement to give a copy of the agreement to the consumer.

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

- [a] giving us a notice personally; or
- [b] sending us a notice in an envelope addressed to:
Alinta Energy PO Box 8348
PERTH BC, WA 6849; or
- [c] sending us an email to: business_sales@alintaenergy.com.au ; or
- [d] calling us on (08) 9486 3252 and saying that you would like to cancel the agreement.

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

**Section 82
Australian Consumer Law**

Cancellation notice – Unsolicited consumer agreement

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

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

Extended right to cancel this agreement

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

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

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

Supplier details (to be completed by the supplier)

Name: Alinta Energy

Address: PO Box 8348
PERTH BC, WA 6849

Email address (if any): business_sales@alintaenergy.com.au

Fax number (if any): N/A

Details of goods or services supplied under the agreement:

Cost of goods or services:

Date of agreement:

Transaction number (if any):

Consumer details

Name of consumer:

Consumer's address:

I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer:

Date:

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

How to contact the Alinta Energy team

Registered office address

Level 13, Grosvenor Place, 225 George Street SYDNEY NSW 2000

Business address

Level 18, Raine Square, 300 Murray Street PERTH WA 6000

Postal address

PO Box 8348 PERTH BC, WA 6849

Telephone

Business Sales

(08) 9486 3252

Monday to Friday from 9am to 5pm

Customer Services

13 13 58

Monday to Friday from 7am to 7pm and Saturdays from 8am to 12pm WST.

(Local call fee from anywhere in WA excluding mobiles).

Interstate

1800 677 945

Overseas

+61 8 9210 2005

E-mail

business_sales@alintaenergy.com.au

Emergency telephone number network operator (Western Power)

13 13 51

[24 hours a day, 7 days a week]

Privacy Officer

privacy@alintaenergy.com.au

Website

alintaenergy.com.au

Any changes to our contact details will be *published*.

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1. What these terms and conditions are about

These are the terms and conditions forming part of the legally binding *contract* for us to sell you electricity at the supply address, and for you to pay us for that electricity.

These terms and conditions apply to small business electricity customers only. They do not apply to residential customers who use electricity for domestic use only.

Subject to all relevant laws, these terms and conditions set out *our* rights and obligations and *your* rights and obligations regarding that sale.

The *customer schedule* explained in clause 4, also forms part of *your contract* with us.

[Note: In this document we use *italics* to show you that some terms are defined in clause 34.1].

2. We will sell you electricity

2.1. Electricity supply

Subject to all relevant laws, we will sell you electricity on these terms and conditions.

Subject to clause 25.2 and the availability and the capabilities of *your equipment* and the *network equipment*, you can use as much electricity as you want. The size of the *meter* may also be something that limits the rate at which you can use electricity. If you require, we can arrange to have a larger *meter* installed [sometimes at extra cost to you].

These terms and conditions allow us to arrange for your electricity supply to be turned off or reduced in some situations.

2.2. Service standards

We will supply electricity to you in accordance with the standards of service set out in:

- [a] the *relevant regulations* and the *relevant codes*; and
- [b] our obligations under all relevant laws.

3. Prices and fees

3.1. You must pay us the price for the supply of electricity

You must pay us the *price* for the electricity we supply to you under the *contract*.

If a *price* is set out in the *customer schedule*, then you will pay us that *price*. If a *price* is not set out in the *customer schedule*, then you will pay the *price* determined by us from time to time and *published* by us [see clause 34.2 about how we *publish* things].

The *price* will be no more than the maximum amount permitted by regulations made under the *Electricity Industry Act 2004* [WA] [if any].

3.2. You must also pay fees

You must pay any *fees* which apply to you, in addition to the *price*. We can charge you the following *fees*:

- [a] administration; and
- [b] credit card payment; and
- [c] *meter* testing [see clause 5.2]; and
- [d] overdue notices [see clause 8.3]; and
- [e] *meter* readings [see clauses 5.1 and 17]; and
- [f] turning off your electricity in some circumstances [see clauses 21.2, 21.4 and 21.7]; and
- [g] turning your electricity back on in some circumstances [see clauses 21.1, 21.2, 21.4,

- 21.7 and 21.8]; and
- [h] removing or physically disconnecting the *meter* [see clause 23]; and
- [i] replacing or physically reconnecting the *meter* [see clause 23]; and
- [j] other non-standard connection costs.

We can charge other *fees* as well.

We will *publish* the *fees* [see clause 34.2 about how we *publish* things].

3.3. We can change the price and the fees

Unless a *price* is set out in the *customer schedule*, we can from time to time and at our discretion change the *price* you must pay for the electricity we supply you. We can also change any *fee*, and add new *fees* or remove *fees*, from time to time. When we do so, we will publish the changed *price* or *fee*, or the new *price* or *fee*, and the date from which the change commences [see clause 34.2 about how we *publish* things].

The *price* or *fee* will change on the *published* date.

4. Customer schedule

The *customer schedule* will be provided to you.

The *customer schedule* contains information including:

- [a] your name; and
- [b] your contact details; and
- [c] the *supply address*; and
- [d] details of some of the *network equipment* used to transmit or measure electricity for transfer to you including your *meter* number and National Meter Identifier "NMI"; and
- [e] the *price*; and
- [f] the *supply date*.

5. How we calculate the quantity of electricity you have used

5.1. Meter reading

The *meter* measures the quantity of electricity you use.

The *network operator* will read your *meter* and we will bill you according to the quantity of electricity you used.

You must provide the *network operator* with safe and unhindered access to your *meter* to read the *meter*.

The reading on your *meter* is conclusive evidence of the quantity of electricity you have used, unless there is a metering inaccuracy.

If we or the *network operator* find that the *meter* is inaccurately measuring the quantity of electricity you use, we can arrange for the *meter* to be changed [see clause 5.2].

Where the *network operator* is unable to read the *meter* [for example because the *network operator* was not given access] we may request you perform a customer *meter* read in order to prepare your bill.

5.2. You can ask for a meter test

You can ask to have your *meter* tested, to ensure it is measuring accurately. If it is measuring accurately, you must pay a *meter* testing fee. If it is not measuring accurately:

- [a] you do not need to pay a *meter* testing fee; and
- [b] the *network operator* will decide whether the *meter* needs to be repaired or

replaced; and

- [c] clause 9 explains how we will deal with any undercharging or overcharging caused by the inaccurate *meter*.

There is no fee for having an inaccurate *meter* repaired or replaced, unless you have damaged or interfered with the *network equipment*.

[By "accurate", we mean measuring at least as accurately as the law requires.]

We will try to respond to *your* request for a *meter* test within seven [7] *business days*.

6. We can base your bill on estimates of your electricity use

If we don't have an actual *meter* reading available in time to prepare *your* bill [for example, if it wasn't possible to access *your meter* to read it] and it is reasonable for *us* to do so, we can use estimates of the quantity of electricity *you* use. If we use estimates, then:

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

Unless the estimate was used to produce a final bill, when accurate information becomes available, we will [if necessary] include a correction in *your* next bill so that *you* are not overcharged or undercharged.

If we use estimates in *your* bill because *you* have failed to provide access to *your meter* and later *you* request *us* to replace *your* bill with a bill based upon an actual *meter* reading, we will do so if *you* allow the *network operator* to access *your meter* and if *you* pay *us* the relevant *meter* reading fee.

Wherever the *contract* refers to a *meter* reading, it includes an estimation under this clause.

7. How we will bill you

7.1. When bills are issued

We can decide how often we bill *you* and can change how often we bill *you*. However, we will not bill *you* more frequently than once a month [except in the case of shortened billing cycles] or less frequently than once every 3 months.

Before *your* first bill we will indicate how frequently we will bill *you*.

In certain circumstances we may be permitted to place *you* on a shortened billing cycle, which means *you* may have to pay *your* bills more frequently.

These circumstances are described in clauses 4.1 and 4.2 of the Code. Once on a shortened billing cycle, if *you* pay three consecutive bills by the due date of each bill, *you* can request to be placed back on *your* original billing cycle.

7.2. How bills are issued

We will issue *your* bill to *you* at the address nominated by *you*, which may be an email address.

7.3. Contents

Each bill will show the information required to be included in accordance with clause 4.5[1] of the Code.

7.4. Historical debt

If we identify an *historical debt*, and we decide to bill you for that debt, we will advise you of:

- [a] the amount of the *historical debt*; and
- [b] the basis of the *historical debt*, before, with or on your next bill.

8. Paying your bill

8.1. You must pay your bill

For each bill, you must pay the full amount payable by the due date. We will give you options as to how you can pay your bill. The bill will show the options available, which may include:

- [a] paying in person; and
- [b] paying by mail; and
- [c] paying by direct debit; and
- [d] paying by BPay; and
- [e] paying by credit card or debit card over the telephone and online.

We will not accept any alternative payment methods unless they have been specified on your bill or agreed by us with you in writing.

If you request, you can also make payments to us in advance.

The minimum amount you can pay in advance is \$20 unless agreed otherwise with us.

You will not be paid any interest on a payment made to us in advance.

8.2. If you don't pay your bill

If you don't pay the full amount payable by the due date on your bill:

- [a] we can charge you interest on the amount you haven't paid [clause 8.5 explains how we set the interest rate]; and
- [b] we can turn off your electricity [clause 21.1 explains how we can turn off your electricity in this case]; and
- [c] we can charge you a fee for each overdue notice we send you. We must charge you consistently with clause 5.6 of the Code.

If you pay by cheque and the cheque is dishonoured or reversed [this is often called "bounced"], and as a result we have to pay bank fees, you must reimburse us for those fees and also pay us an administration fee.

If you still haven't paid your bill in full after two [2] overdue notices, we can refer your debt to a debt collection agency. If we do, you must pay the agency's fees and any reasonable legal costs incurred in recovering your debt.

8.3. If you are having trouble paying

If you can't afford to pay your bills that you owe us, you should let us know as soon as possible. Our contact details appear at the front of this contract and are included on each bill.

If you can't afford to pay your bills, we will consider any reasonable request for alternative payment arrangements.

8.4. Interest rate

The interest rate you pay on amounts you haven't paid us will be the standard interest rate we publish for customers paying the price you pay. We can change the standard interest rates from time to time, and when we do we will publish the change [see clause 34.2 about how we publish things].

8.5. Review of bill

You can ask us to review your bill. Before we will review your bill, you must pay us:

- [a] the portion of the bill that you have asked us to review which you and we agree is not in dispute; or
- [b] an amount equal to the average amount of your bills over the previous 12 months [excluding the bill that you have asked us to review],
whichever is less.

If we review your bill, we must inform you of the outcome of the review as soon as we can and no later than 20 business days after you ask us to review your bill.

If we review your bill and we are satisfied that your bill is correct, we:

- [c] may require you to pay the unpaid amount; and
- [d] must tell you that you may request that we arrange a test of the meter; and
- [e] must tell you about our complaints handling processes and any external complaints handling processes.

If we review your bill and we are satisfied that your bill is incorrect, we will adjust your bill in accordance with clauses 9.1 and 9.2.

9. If we undercharge or overcharge you

9.1. Undercharging

If we undercharge you because of an error caused by us or the network operator, including a meter error, then we can ask you to make a correcting payment, but:

- [a] the correcting payment will only relate to errors for [at most] the 12 months before we notified you that we had undercharged you; and
- [b] we will show the correcting payment as a separate item in your bill, with an explanation; and
- [c] we will not charge you interest on the correcting payment or require you to pay a fee if you make payment by the due date.

You can pay the correcting payment by instalments. We will not charge you interest on these instalments, if you make payment by the due date.

Clause 21.7 explains what happens if we undercharge you because of fraud, or because you have breached the contract [for example, by bypassing the meter].

9.2. Overcharging

If we overcharge you, then:

- [a] if the correcting refund is \$100 or more, we will do our best to tell you within 10 business days after we discover the overcharging, otherwise we will notify you on your next bill; and
- [b] we will give you a correcting refund; and
- [c] we will not pay you interest on the correcting refund.

If the amount we overcharged you is more than \$100, you can choose whether you want the correcting refund as:

- [d] a credit to your account; or
- [e] a payment to you

and, if we receive your instructions within five [5] business days, we will pay the amount in accordance with your instructions within 12 business days of receiving those instructions.

If we do not receive instructions from you within five [5] *business days*, we will automatically credit the amount to your account.

If you owe a debt to us, we may, with written notice, use the amount to set off the debt owed by you to us.

10. Information available to you

If you request it, we will supply you with:

- [a] a copy of the Code;
- [b] a copy of the *fees and prices* payable under the *contract* and, if any, other *prices* that may be available to you at the time of your request;
- [c] a copy of the *contract*;
- [d] general information on energy efficiency, including typical running costs of major domestic appliances;
- [e] information relating to the distribution of electricity;
- [f] information relating to the availability of different types of *meters*.

Any information requested by you will be provided within eight [8] *business days* of receipt of the request. Unless a law requires us to provide the information free of charge, we can ask you to pay a reasonable charge.

11. Things you must tell us

You must tell us as soon as possible:

- [a] if there is a change in the person responsible for paying your bills; or
- [b] if there is a change in your billing address or contact details; or
- [c] if you change the way you use electricity [for example, if you are planning on using electricity for a different purpose, or are planning on using more or less electricity than you currently use]; or
- [d] if you change something at the *supply address* which makes access to the *meter* more difficult; or
- [e] if you are planning a change to your *equipment* which might affect the quality or safety of any electricity supply to you or anyone else; or
- [f] if you become aware of any problem with the *network equipment* at or reasonably close to the *supply address*.

12. Things you must not do

You must not tamper with or bypass or otherwise interfere with the *meter* or allow anyone else to do so.

You must not, without our permission, turn your electricity back on at the *meter* if it has been turned off by the *network operator*.

13. Complaints

You may make a complaint to us about anything we have done or have failed to do.

We will manage any complaint made by you in accordance with our complaints handling process, which complies with Australian Standard AS/NZS 10002:2014.

If we receive a written complaint from you, we will:

[a] acknowledge *your* complaint by telephone, email or other form of written correspondence within ten [10] *business days*; and

[b] respond to *your* complaint by telephone, email or other form of written correspondence within 20 *business days*.

If *you* are not satisfied with *our* response, *you* can raise the complaint to a higher level within *our* organisation.

If *you* are not satisfied with *our* handling of *your* complaint, *you* may refer the complaint to the *electricity ombudsman*.

If *you* request *us* to do so, we will give *you* details of *our* complaints handling process at no charge.

14. Network equipment and your equipment

The *network operator*, in accordance with relevant regulations and relevant codes, will provide, install and maintain the *network equipment* at *your supply address*.

You must:

- [a] inspect and look after *your equipment*, and
- [b] keep *your equipment* in good working order and good condition; and
- [c] not let anyone other than the holder of an electrical worker's licence granted under the *Electricity [Licensing] Regulations 1991 [WA]* work on *your equipment*; and
- [d] not damage or interfere with *network equipment*; and
- [e] not use electricity in a way that interferes with *network equipment* or with the supply of electricity to anyone else, or in a way that causes loss to anyone else.

15. You must allow access to the supply address

You must let the *network operator* have safe and unrestricted access to the *supply address* when the *network operator* needs it:

- [a] to read the *meter*, or
- [b] to inspect or work on any *network equipment*, or
- [c] to turn *your* electricity supply off or on; or
- [d] to inspect *your equipment* [although we are under no obligation to do so]; or
- [e] for any other reason having to do with the *contract*.

We or the *network operator*, subject to *relevant regulations* and *relevant codes* will usually give *you* at least 24 hours' notice before the *network operator* comes onto the *supply address*, except:

- [f] for a routine *meter* reading or *meter* replacement; or
- [g] in an emergency; or
- [h] if we suspect electricity is being used illegally at the *supply address* [for example, if we suspect that *you* are bypassing your *meter*].

A person coming onto the *supply address* on behalf of the *network operator* must display official identification that they are the *network operator's* agent and show *you* such identification if *you* request.

16. Moving into the supply address

16.1. New electricity connection

You must apply to *us* before we will supply electricity to a *supply address* without an existing connection. We do not have to supply electricity to *you* unless:

- [a] adequate electricity supply is available at the boundary of the *supply address*; and
- [b] *your equipment* complies with *relevant regulations*; and
- [c] a *meter* is installed at the *supply address* and available for *our use*; and
- [d] any other requirements under *relevant regulations* are met and the *network operator* can provide electricity supply to you and undertake the new connection.

If the above conditions are met, we will do *our best* to arrange for the *network operator* to connect you to a new electricity connection at a new *supply address* within the usual period required by the *network operator* or at a later time agreed with you, where:

- [e] you have applied and provided us with acceptable identification; and
- [f] you have agreed to pay all relevant *prices* and *fees*; and
- [g] you have provided us with contact details for billing; and
- [h] you have provided *security* if we have required it [see clause 16.3]; and
- [i] you have no outstanding debt relating to the supply of electricity by us [other than debt which is either the subject of a dispute or for which we have agreed to an alternative payment plan with you]; and
- [j] you have arranged for us to be provided with any notices and other information that we have requested.

We will charge you for electricity used at the *supply address* from the date electricity is connected to the *meter* installation the *supply address*.

16.2. Existing electricity connection

You must apply to us before we will supply electricity to a *supply address* with an existing connection. We do not have to supply electricity to you unless:

- [a] adequate electricity supply is available at the boundary of the *supply address*; and
- [b] *your equipment* complies with *relevant regulations*; and
- [c] a *meter* is installed at the *supply address* and available for *our use*; and
- [d] any other requirements under *relevant regulations* are met.

If the above conditions are met, we will, unless agreed otherwise with you, forward your connection request to the *network operator* where:

- [e] you have applied before 3pm on a *business day*, that same day, or the next *business day* if the request is received by us after 3pm or on a Saturday, Sunday or public holiday; and
- [f] you have provided us with acceptable identification; and
- [g] you have agreed to pay all relevant *prices* and *fees*; and
- [h] you have provided us with contact details for billing; and
- [i] you have provided *security* if we have required it [see clause 16.3]; and
- [j] you have no outstanding debt relating to the supply of electricity by us [other than debt which is the subject of a dispute or for which we have agreed an alternative payment plan with you]; and
- [k] you have arranged for us to be provided with any notices and other information that we have requested; and
- [l] you have let the *network operator* have access to the *supply address* under clause 15.

We will do *our best* to arrange for you to be connected in accordance with the standards maintained by the *network operator*.

We can ask you to pay for all electricity used at the *supply address* since the final *meter* reading was taken [clause 17 explains when the final *meter* reading is taken].

If the *network operator* does not do a final *meter* reading on the day the previous customer moved out, we will estimate how much electricity you used and how much the previous

customer used. We will try to share the cost of electricity between you and the previous customer:

- [m] so that you and the previous customer each pay a fair share; and
- [n] so that we don't overcharge or undercharge you.

16.3. Security

We can require you to provide us with adequate security against your future electricity bills before connection to supply or continuation of supply.

We will only require security where:

- [a] you are a customer new to a *supply address* and do not have a satisfactory established account payment record in the same name at another *supply address*; or
- [b] you are a customer new to a *supply address* and do not have an acceptable credit reference; or
- [c] your electricity has been turned off in accordance with clause 21.1, under the *contract* or a previous contract; or
- [d] in our opinion, your financial condition has changed increasing your credit risk; or
- [e] we otherwise agree with you that security is required.

We may require the security as either or both:

- [f] a *payment deduction authority* for us to deduct payment for bills from your nominated credit card or bank account; or
- [g] a *refundable advance*.

The amount of the *refundable advance* will be no greater than 1.5 times the average bill if you are on quarterly billing, and twice the average bill if you receive your bill more frequently.

Where the *refundable advance* is an amount of money, the *refundable advance* will be kept in a separate account and separately identified in our accounting records. Interest will accrue on the *refundable advance* at the bank bill rate [as defined in the *relevant regulations*]. We will advise you of the bank bill rate if you ask us to. Interest will accrue daily and will be capitalised every 90 days.

We will require, use and refund any security in a manner consistent with section 62 of the *Energy Operators [Powers] Act 1979 [WA]*. If there is any inconsistency between that section and this clause, this clause will not apply to the extent of the inconsistency.

We will only use the *refundable advance* [plus any accrued interest] to offset any amount you owe to us :

- [h] if you have failed to pay a bill resulting in electricity being turned off at your *supply address*; or
- [i] if you do not pay your final bill; or
- [j] if you have failed to pay a bill but we agree to use the *refundable advance* to avoid the need to turn your electricity off; or
- [k] at your request if you are vacating the *supply address* or you ask us to turn electricity off at the *supply address*; or
- [l] to offset any amount you owe us if you transfer to another electricity supplier.

Where we use the *refundable advance* in accordance with this clause, we will provide you with an account of its use and pay the balance [if any] of the *refundable advance* together with remaining interest to you within 10 *business days*.

Where you have provided a *refundable advance* as security in accordance with this clause and you have completed two [2] years of payment of our bills by the due date of the initial bill we will, within 10 *business days*, inform you of the amount of the *refundable advance*

including any interest payable and use this to credit your account unless otherwise instructed by you.

When the *contract* ends we will, within 10 *business days*, return the balance of the *refundable advance* to you after deducting any amount that you owe us.

17. Moving out of the supply address

If you move out of the *supply address*, you must:

- [a] give us at least five [5] *business days*' notice;
- [b] give us an address where the final bill can be sent.

The *network operator* will take a final *meter* reading and then we will issue you with a final bill. We can charge you a fee for doing this.

If you leave the *supply address* and a new customer enters into a contract for that *supply address*, you will not be required to pay for any electricity supplied after the new customer becomes obliged to pay for electricity.

If the *network operator* does not read the *meter* on the day you move out, we will estimate how much electricity you used and how much the next customer used. We will try to share the cost of electricity between you and the next customer:

- [c] so that you and the next customer each pay a fair share; and
- [d] so that we don't overcharge or undercharge you.

If you advise us as described in clause 17[a] above, then we will not charge you for any electricity supplied after the day you move out unless we agree an alternative date with you.

If you provide insufficient notice, we can ask you to pay for electricity consumed at the *supply address* for up to five [5] days after you have notified us that you have moved out.

If you have demonstrated to us that you were evicted or otherwise required to vacate the *supply address* with notice of less than five [5] days, we will not require you to pay for electricity from the date that you give us the notice.

18. If things happen beyond your control

You must pay your bill by the due date shown on the bill, even if something happens which is beyond your control.

If something beyond your control happens which makes you breach the *contract*:

- [a] you must tell us immediately; and
- [b] we will excuse that breach for as long as the thing beyond your control lasts [but you must still pay us].

19. If things happen beyond our control

The supply of electricity to you can be affected by events beyond our control. If something beyond our control happens which makes us unable to perform our obligations under the *contract*, you must excuse that failure for as long as the thing beyond our control lasts.

The quality, continuity and reliability and other characteristics of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, dangerous conditions, weather conditions, vandalism, system demand, the technical limitations of the distribution network, the location of your premises, interruptions for maintenance or repair, damage to the distribution network and the acts of

other persons [such as the *network operator*], including at the direction of a relevant authority.

20. We can change these terms and conditions

20.1. How we can change these terms and conditions

We can change these terms and conditions without *your* consent [although before we can do this we must submit the changes for approval by the *Economic Regulation Authority* in accordance with *relevant regulations*].

We will *publish* the changed terms and conditions and the date from which the change commences [see clause 34.2 about how we *publish* things]. The terms and conditions will change on the *published* date.

20.2. If you don't like the changed terms and conditions

If you don't agree to the changed terms and conditions of the *contract*, you can end the *contract*. Clause 25.1 explains how to do that.

21. When your electricity can be turned off, and when it will be turned on again

21.1. Unpaid bills

We can arrange for the *network operator* to turn off *your* electricity if

- [a] you haven't paid *your* bill for the *supply address* [or for any previous *supply address*] in full by the due date shown on the bill; and
- [b] we haven't agreed to an alternative payment plan for the amount you owe us; or
- [c] we have agreed to an alternative payment plan for the amount you owe us but you don't keep to that plan.

Your electricity cannot be turned off if the unpaid amount of *your* bill:

- [d] is less than the amount approved and published by the *Economic Regulation Authority* in accordance with the *Code* and you have agreed with us to repay the amount outstanding; or
- [e] doesn't relate to the supply of electricity but relates to some other good or service.

Before *your* electricity can be turned off for non- payment of a bill, we will:

- [a] give you [in writing]:
 - [i] a "reminder notice" at least 15 *business days* after the date the bill was issued, advising that payment is overdue and requiring you to pay by a specified date [at least 18 *business days* after the date the bill was issued]; and
 - [ii] if you then fail to pay before the date specified in the reminder notice, a "disconnection warning notice" at least 20 *business days* after the date the bill was issued, advising that *your* electricity will be turned off unless you pay by the date specified in the disconnection warning notice [which will be at least five [5] *business days* after the date of receipt of the disconnection warning notice]; and
- [b] do our best to contact you [in person, by telephone, by *electronic means* or in writing].

If you fail to pay before the date specified in the disconnection warning notice, we will turn *your* electricity off two [2] *business days* after that date.

If *your* electricity is turned off for this reason and you either pay the amount due or agree to an alternative payment plan, we will arrange for the *network operator* to turn *your* electricity back on.

We can charge you a fee for arranging for the *network operator* to turn *your* electricity back on.

If, in addition to this *contract*, you also have a contract with us for the sale of gas by us, and we issue you :

- [c] one bill for electricity and gas; or
- [d] separate bills at the same time for electricity and gas, we will not arrange for your electricity to be turned off for non-payment of a bill within 15 *business days* from arranging to turn off *your* gas.

21.2. Not allowing access to the meter

If you don't give the *network operator* safe and unrestricted access to the *supply address* to read the *meter*, we can arrange for the *network operator* to turn off *your* electricity. Before *your* electricity is turned off for this reason:

- [a] the *network operator* will try to access the *meter* for at least 9 consecutive months; and
- [b] we will give you five [5] *business days* written notice where we ask you for access to the *supply address* for the *network operator* to read the *meter* and advise you that we can arrange for the *network operator* to turn *your* electricity off; and
- [c] we will give you a chance to give the *network operator* access by some other reasonable means; and
- [d] where appropriate, we will arrange for the *network operator* to inform you of other meters which are suitable for *your supply address*; and
- [e] we will do *our* best to contact you personally, by telephone or in writing; and
- [f] we will give you a disconnection warning notice in writing five [5] *business days* before *your* electricity is actually turned off.

We can charge you a fee for arranging for the *network operator* to turn off *your* electricity.

If *your* electricity is turned off for this reason and you provide access to the *meter*, we will arrange for the *network operator* to turn *your* electricity back on if you ask us to do so. We can charge you a fee for arranging for the *network operator* to turn *your* electricity back on.

21.3. Emergencies

We can always arrange for the *network operator* to turn off *your* electricity without giving notice to you in an emergency, including 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.

In this case, you can get information on the nature of the emergency and an estimate of when electricity supply is likely to be restored by contacting the *network operator's* 24-hour emergency line.

We will do *our* best to arrange for the *network operator* to turn *your* electricity on again as soon as possible.

Nothing in the *contract* limits *our* or the *network operator's* statutory powers in relation to emergencies and safety.

21.4. Health or safety reasons

We can always arrange for the *network operator* to turn off *your* electricity for other health or safety reasons.

If the *network operator* has turned *your* electricity off for health or safety reasons, after we are satisfied that the problem is fixed, we will try to arrange for the *network operator* to turn *your* electricity on again as soon as possible.

We can charge you a fee for arranging for the *network operator* to turn off *your* electricity if the problem is *your* fault or is in *your equipment*.

We can charge you a fee for arranging for the *network operator* to turn your electricity back on if the problem was your fault or was in your equipment.

21.5. Legal requirement

We can arrange for the *network operator* to turn off your electricity for a period of time without notice to you, if required by law to do so. In this case, or if we ask you to use less electricity or stop using electricity, you must do as we ask.

We will only ask you to use less electricity or stop using electricity if it is reasonably necessary for the purposes of complying with a law, complying with a direction given by the *network operator*, or for safety, operational or technical reasons.

We will do our best to arrange for the *network operator* to turn your electricity on again as soon as possible.

There is no fee for turning off your electricity or turning it back on in this case.

21.6. Planned maintenance

The *network operator* may turn off your electricity when it is necessary for the *network operator* to carry out work on the *network equipment*. We will give you notice of this as required by any relevant regulations.

We will do our best to arrange for the *network operator* to turn your electricity on as soon as possible after the necessary work is completed by the *network operator*.

There is no fee for turning off your electricity or turning it back on in this case.

21.7. Unauthorised use of electricity

We can arrange for the *network operator* to turn off your electricity:

- [a] if you commit a fraud relating to our supply of electricity to you at the *supply address*; or
- [b] if you get electricity supplied to the *supply address* illegally; or
- [c] if you get electricity supplied to the *supply address* in breach of the *contract*; or
- [d] if you get electricity supplied to the *supply address* in breach of a *relevant code* or *relevant regulation*.

We can charge you a fee for arranging for the *network operator* to turn off your electricity, and we can ask you to pay any reasonable costs incurred in the process of turning off your electricity.

In addition, we or the *network operator* can measure [or estimate if necessary] any *units* of electricity which you haven't paid for and ask you to pay for those *units*.

If we arrange to turn off your electricity for this reason and you stop obtaining your electricity in the unauthorised way and pay all amounts owing, we will arrange for the *network operator* to turn your electricity back on if you ask us to do so.

We can charge you a fee for turning your electricity back on.

If we think you have used electricity illegally, we can tell the *Economic Regulation Authority*, the *Department of Mines, Industry Regulation and Safety* or the *Police* [as appropriate] and give them any information we have in relation to your illegal use.

21.8. Refundable advance

We can arrange for the *network operator* to turn off your electricity if you haven't paid your *refundable advance* or provided any other *security* as required under clause 16.3. Before your electricity is turned off for this reason, we will give you a written disconnection notice five [5] *business days* before your electricity is turned off.

If you pay the *refundable advance* within 10 *business days* after we turn your electricity off, we will turn your electricity back on.

We can charge you a fee for turning your electricity back on.

22. When your electricity cannot be turned off

Subject to clauses 21.3 to 21.5, your electricity cannot be turned off:

- [a] because you have failed to pay a bill if you have provided us with a written statement from an appropriately qualified medical practitioner that a person living at the *supply address* requires *life support equipment*; or
- [b] because you have failed to pay a bill if you have agreed to an alternate payment plan under clause 21 and you have not deviated from this plan; or
- [c] for unpaid bills where the amount outstanding is less than your average bill over the past 12 months and where you have agreed with us to pay the amount; or
- [d] where you have made a complaint to us, or we are notified by the *network operator*, the *electricity ombudsman* or another external dispute resolution body that there is a complaint, directly related to the reason for your electricity being turned off, and the complaint remains unresolved; or
- [e] for unpaid bills, where the unpaid amount in your bill doesn't relate to the supply of electricity but relates to some other good or service; or
- [f] after 3pm on Monday to Thursday; or
- [g] after 12 noon on a Friday; or
- [h] on a Saturday, Sunday, public holiday or the *business day* before a public holiday, unless in relation to subclauses [f], [g] or [h] your normal trading hours:
 - [i] fall within the time frames set out in subclauses [f], [g] or [h]; and
 - [ii] do not fall within any other time period and it is not practicable to arrange for your electricity to be turned off at any other time.

23. If you have been disconnected, the meter can be removed or physically disconnected

Whenever your electricity is turned off under the *contract*, we can arrange for the *network operator* to remove the *meter* or physically disconnect the *meter* at the same time your electricity is turned off, or at a later time.

The fees for turning off your electricity and turning your electricity back on can include separate fees for:

- [a] removing or physically disconnecting the *meter*; and
- [b] replacing or physically reconnecting the *meter*.

We will not charge you these fees if your electricity is turned off under clauses 21.3, 21.5 or 21.6 and your *meter* is removed or physically disconnected.

24. When your electricity will be turned back on

If your electricity has been turned off:

- [a] for failure to pay a bill [see clause 21.1]; or
- [b] because you did not provide the *network operator* access to the meter [see clause 21.2]; or
- [c] because of unauthorised use of electricity [see clause 21.7],

we will arrange for your *supply address* to be reconnected subject to you:

- [d] making a request for reconnection; and
- [e] either:
 - [i] paying the fee for reconnection; or
 - [ii] agreeing to our offer of an instalment plan for paying the fee for reconnection.

We will forward your request for reconnection to the *network operator*:

- [f] that same business day, if:
 - [i] the request is received by us before 3pm on a *business day*; or
 - [ii] if:
 - [A] the request is received by us after 3pm on a *business day* and before the close of normal business hours; and
 - [B] you pay the *network operator's* relevant after hours reconnection fee;
- [g] no later than 3pm on the next *business day*, if the request is received by us:
 - [i] after 3pm on a *business day* and you haven't paid the relevant after hours reconnection fee in accordance with clause 24[f][ii][B]; or
 - [ii] on a Saturday, Sunday or public holiday.

25. Ending the contract

25.1. You can end the contract

You can end the *contract* at any time, but [unless you transfer to another electricity supplier under clause 25.3] you must give us at least five [5] days' notice of the day you want the *contract* to end.

If this contract is an *unsolicited consumer agreement*, including a *door to door contract*, you can end the contract within ten [10] *business days* starting from the first business day after you enter into it or receive this contract, whichever is later ["cooling-off period"] by giving us notice that you want the *contract* to end. We will not supply you electricity during the *cooling-off period* unless you request us to supply you with electricity during the *cooling-off period*.

If you request us to supply you with electricity during the *cooling-off period* but end the *contract* during the *cooling-off period*, you must pay us for any electricity supplied.

Clause 25.4 explains what happens when the contract ends.

25.2. We can end the contract

We can end the *contract*, or arrange for the *network operator* to turn off your electricity, without giving notice to you if you:

- [a] become insolvent; or
- [b] go into liquidation; or
- [c] become bankrupt; or
- [d] commit a breach of the *contract* for which we have a right, under the *contract* or a written law, to disconnect supply [for example, if you bypass your meter or allow electricity delivered to your supply address to be used at another supply address]; or
- [e] consume more than 160 MWh of electricity in any period of 12 months.

In those situations, we can end the *contract* by writing to you saying the *contract* is ended. Clause 25.4 explains what happens when the *contract* ends.

We can agree with you on alternative ways of dealing with one of these situations.

If we end the *contract*, or arrange for the *network operator* to turn off your electricity, under this clause, before we supply you electricity again we can require you to give us a *refundable advance*. This *refundable advance* will be incorporated as a special condition to the *contract*.

25.3. When the contract ends

If you enter into a different contract with us, the *contract* ends when the cooling-off period of the new contract ends.

If you enter a contract with a different electricity supplier, the *contract* ends when you have been transferred to the other electricity supplier in accordance with the *Customer Transfer Code*.

If a *contract term* is stated in the *customer schedule*, the *contract* ends immediately after the last day of the *contract term*.

Other than in circumstances included in clause 25.2, if *your* electricity is turned off under the *contract*, the *contract* won't end until you no longer have any right to have *your* electricity turned back on under the *contract*, law or a *relevant code*.

25.4. What happens when the contract ends

If either you or we end the *contract*, or the *contract term* has ended, on the last day of the *contract* we will:

- [a] arrange for the *network operator* to turn off *your* electricity; and
- [b] arrange for the *network operator* to take a final *meter* reading.

We will then issue you with a final bill.

Subject to any *relevant regulation* or *relevant code*, we will charge you a fee for having the *network operator* turn off *your* electricity, having the *network operator* take a final *meter* reading, and issuing a final bill.

We can arrange for the *network operator* to remove any *network equipment* at any time after the *contract* ends, and you must let the *network operator* have safe and unrestricted access to the *supply address* to enable it to do so.

If you wish to start buying electricity from us again, you will need to apply for a new contract.

Ending the *contract* does not release you or us from an obligation [such as an obligation to pay bills] which arose before the *contract* ended.

26. You must not assign the contract

The *contract* is personal to you. You must not assign, transfer, subcontract or otherwise dispose of any of *your* rights or obligations under the *contract* unless we agree.

27. We can assign the contract

We can assign the *contract*, without notice to you, to any person or company who we believe has reasonable commercial and technical capability to perform its obligations under the *contract*. If we do, we will tell you about the assignment, either before or as soon as is reasonably practicable after it happens.

28. Duration

The *contract* will come into effect when we receive *your* agreement to *our* offer set out in the *customer schedule*. The *contract* will continue from that day unless you or we end the *contract*, or the *contract term* ends, under clause 25.

29. Privacy

We will comply with all relevant privacy legislation in relation to *your* personal information. We will keep information about you secure and only disclose such information about you to an officer, employee or legal or financial adviser of *Alinta Energy* if:

- [a] the disclosure is necessary to enable the recipient to perform their obligations or to exercise their rights under this *contract*; and

[b] prior to the disclosure, the recipient is informed of their obligations in relation to the use of confidential information.

In addition, we will ensure that all personnel complete such privacy and other training as may be required to ensure confidentiality of *your* personal information is maintained.

We respect *your* privacy and will only use and disclose *your* personal information as permitted by the *Privacy Act 1988* [Cth] and *Australian Privacy Principles*, and in accordance with *our* privacy policy.

A copy of *our* privacy policy is available on *our* website. If *you* have any questions *you* can contact *our* Privacy Officer. Contact details appear at the front of this document.

30. Protection for us [exclusion clause]

This clause means that *you* might not be able to get compensation from *us* for some losses *you* might suffer as a result of *our* actions.

Despite anything else the *contract* says, and despite anything outside the *contract* [other than applicable laws], we will only ever be liable to *you* for direct damage. We will not in any circumstances be liable to *you* for indirect damage, including [but not limited to]:

- [a] indirect loss; or
- [b] consequential loss; or
- [c] business interruption loss; or
- [d] lost profits; or
- [e] loss of an opportunity; or
- [f] *your* liability to other people under contracts or otherwise.

As set out in clause 31, we supply electricity but don't own or operate the electricity distribution network. As a result, the electricity supplied to *you* may not be free from surges, disruptions or fluctuations, and may fluctuate in quality from time to time.

31. Network operator

We sell electricity, but don't own or operate the electricity distribution network that supplies *you* with electricity. The electricity distribution network is operated by the *network operator*.

Where the *contract* refers to *us* or the *network operator* doing something [such as turning off *your* electricity supply, or having access to the *supply address*, or inspecting, looking after or reading the *meter*], it will often be the *network operator* that does so in *our* place.

We will try to make sure that the *network operator* does anything that these terms and conditions oblige *us* to do, but which in fact can only be done by the *network operator*. Ultimately, doing those things will depend on how quickly the *network operator* completes the *work* and is beyond *our* control.

32. Supplier of last resort

A last resort supply plan may come into effect if *our retail licence* is:

- [a] cancelled; or
- [b] revoked or is not renewed; or
- [c] surrendered.

If this happens, *you* will be entitled to be supplied with electricity by the supplier of last resort.

Despite anything else contained in this contract, if a last resort supply plan comes into operation, this contract will cease to operate on the day that *you*:

- [d] are transferred to the supplier of last resort under the last resort supply plan; or
- [e] if the last resort supply plan permits, transferred to another retailer of electricity.

33. GST

Unless we state otherwise, the *price* is GST exclusive.

In addition to the *price* payable by *you* to *us*, *you* must pay to *us* an amount equal to any GST we are liable for on any supply by *us* under this *contract*.

You must pay to *us* amounts for GST, without deduction or set off of any other amounts, at the same time and on the same basis as *you* pay the *price* [or the first part of it if we agree to *your* paying the *price* by instalments].

34. Interpretation

34.1. Definitions

In these terms and conditions, unless the contrary intention is shown:

“**Alinta Energy**” means collectively the companies within the Alinta Energy group, including Alinta Sales Pty Ltd trading as Alinta Energy; and

“**Australian Consumer Law**” means schedule 2 to the *Competition and Consumer Act 2010* [Cth] as in force as a law of the Commonwealth under that Act, and as in force as a law of Western Australia under the *Fair Trading Act 2010* [WA]; and

“Australian Privacy Principles” has the meaning given in the *Privacy Act 1998* (Cth); and

“**business day**” means a day which is not a Saturday, Sunday or public holiday in Western Australia; and

“**Code**” means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2018*, as made by the Economic Regulation Authority section 79 of the *Electricity Industry Act 2004* [WA] and updated from time to time; and

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

“**contract term**” means the duration of this *contract* that *you* have agreed with *us*; and

“**cooling-off period**” has the meaning given to it clause 25.1 of this *contract*; and

“**customer schedule**” has the meaning given to it in clause 4 of this *contract*; and

“**Customer Transfer Code**” means the *Electricity Industry (Customer Transfer) Code 2016* as approved by the Minister and updated from time to time; and

“**door to door contract**” means a standard form contract that is entered into as a result of door to door trading, as defined in the *Electricity Industry [Customer Contracts] Regulations 2005* [WA]; and

“**Economic Regulation Authority**” means the body established by the *Economic Regulation Authority Act 2003* [WA]; and

“**electricity ombudsman**” means the ombudsman appointed under the scheme initially approved by the Minister or by the *Economic Regulation Authority* for any amendments under section 92 of the *Electricity Industry Act 2004* [WA]; and

“**electronic means**” means the internet, email, facsimile, SMS or other similar means but does not include telephone; and

“**energy data**” has the meaning given in the *Metering Code*; and “**fee**” means a fee other than a *price*; and

“historical debt” means an amount outstanding for the supply of electricity to you at your previous *supply address* or addresses; and

“last resort supply plan” means a plan that meets the requirements of section 69 of the *Electricity Industry Act 2004* [WA]; and

“life support equipment” has the meaning given in clause 1.5 of the Code; and

“local newspaper” for any place, means a newspaper circulating throughout Western Australia or in a part of Western Australia that includes that place; and

“meter” means the equipment installed [or which will be installed] at the *supply address* to measure and record the quantity of electricity you use; and

“Metering Code” means the Electricity Industry [Metering] Code 2012 as approved by the Minister and updated from time to time; and

“network equipment” means the *meter* and any electrical facilities or other equipment used to transmit or measure electricity for transfer to you, before the point where electricity is transferred from the *meter*, and is not your property; and

“network operator” means the operator of the electricity distribution network from time to time and includes its employees, subcontractors, agents and successors in title; and

“payment deduction authority” means a verifiable consent authorising us to deduct monies from your nominated credit card or bank account in payment of energy bills; and

“price” means the charge for selling electricity as:

[a] set out in the *customer schedule*; or

[b] if a charge is not set out in the *customer schedule*, then the charge determined by us from time to time and *published* by us; and

“publish” means to publish a thing in the ways set out in clause 34.2; and

“refundable advance” means an amount of money or other arrangements acceptable to us as security against you defaulting on the payment of a bill; and

“relevant codes” means any codes and standards applying to our supply of electricity to you under the *contract*, including [as at the date of the contract] the Code and the Australian Standard on complaint management [AS/NZS 10002:2014]; and

“relevant regulations” means any laws and regulations applying to our supply of electricity to you under the *contract*, including [as at the date of the contract] the *Electricity Industry Act 2004* [WA] and the *Electricity Industry [Customer Contracts] Regulations 2005* [WA]; and;

“retail licence” means our licence to sell electricity under the *Electricity Industry Act 2004* [WA]; and

“security” means either a *payment deduction authority* or *refundable advance* [or other form as agreed by us] required by us as security against payment of bills; and

“supplier of last resort” means a person that supplies electricity to customers when a *last resort supply plan* comes into operation; and

“supply address” means the address to which electricity will be supplied under the *contract*; and

“supply date” means the date that we agree to start to supply you with electricity under this contract; and

“unit” means 1 kilowatt hour of electricity; and

“unsolicited consumer agreement” has the meaning given to that term in the Australian Consumer Law; and

“we” and “us” means Alinta Sales Pty Ltd [ABN 92 089 531 984] trading as Alinta Energy of Level 18, Raine Square, 300 Murray Street, Perth, Western Australia, 6000, and includes our employees, subcontractors, agents and successors in title; and

“work” includes installing, operating, maintaining, renewing and/or replacing any network equipment; and

“you” and “your” refers to the person to whom electricity is [or will be] supplied under the contract; and

“your equipment” means all electrical facilities and equipment used to transmit or use electricity after the point where electricity is transferred to you from the meter.

34.2. How we publish things

Where these terms and conditions say that we will *publish* a thing, we will:

- [a] advertise the thing in a *local newspaper*; or
- [b] place details of the thing on *our website*; or
- [c] give *you* a notice of the thing [this notice may be sent before *your* next bill, or may be sent with or printed on *your* next bill].

Where we are required by law to do so, we will also *publish* a thing by putting a notice in the Government Gazette.

The address of *our website* appears at the front of this document and will appear on each bill.

34.3. Simple English

These terms and conditions are written in a “simple English” style. Accordingly, where:

- [a] a contract or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and
- [b] a provision of these terms and conditions appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style, the ideas are not to be taken to be different just because different forms of words are used.

For example:

- [c] “do *our* best” means “use best endeavours”; and
- [d] “try” means “use reasonable endeavours”; and
- [e] “end”, in relation to the *contract*, means “terminate”; and
- [f] “can” means there is a discretion as to whether the thing stated is done or not done; and
- [g] “will” and “must” both mean that the thing stated has to be done.

34.4. Other rules of interpretation

Interpretation Act

The rules of interpretation contained in the *Interpretation Act 1984 [WA]* apply to the interpretation of these terms and conditions, and any special conditions under clause 32, as though the *contract* were a written law, unless the contrary intention is shown.

Use of italic typeface

The fact that italic typeface has been applied to some words, defined in clause 34.1 or elsewhere, is to be disregarded in interpreting these terms and conditions.

Examples

Examples do not limit the generality of a clause.

Laws, regulations, codes etc

A reference to a law, regulation, code or standard is a reference to that law, regulation, code or standard as amended or replaced from time to time.

34.5. Miscellaneous

Applicable law

The *contract* is entered into under Western Australian law.

No waiver

A failure, delay or partial exercise of a power or right by *us* is not a waiver of that power or right and does not preclude a further exercise by *us* of that or any other power or right under the *contract*.

Entire agreement

The *contract* constitutes the entire understanding between *you* and *us* concerning the subject matter of the *contract*. This clause operates to the extent permitted by law.

Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

Notices

Unless these terms and conditions say otherwise, a notice does not have to be in writing.

Any written notice given under these terms and conditions must be sent to the address for service in the *contract*. Notice is deemed to be given according to the following table:

In the case of...	notice will be deemed to have been given
	...
oral communication, in person or by telephone	at time of communication
personal delivery	upon delivery
posting	three [3] <i>business days</i> after posting
facsimile	upon proof of transmission
email	When the sender's computer or other device from which the email was sent records that the email was successfully transmitted

If a notice would otherwise be taken to be received on a day that is not a *business day*, or after 5pm on a *business day*, then it is taken to be received at 9am on the next *business day*.

Electronic communication

You agree that we can send any notices, communications or information under this *contract* to *you* by *electronic means*, including by email, using the details that *you* have provided.

We can set any rules about how we will communicate things to *you* by *electronic means*, and what things may be communicated by *electronic means*, and we will tell *you* how to find out what those rules are.

If we cannot deliver any communications to *you* by *electronic means*, or if we know that *you* are not able to receive things by *electronic means*, then we can send those communications to *you* by other means, including by post.