

Electricity Supply  
Standard Form Contract

# Terms and Conditions



***Kleenheat***

Effective 1 July 2021

**WESFARMERS Kleenheat GAS PTY LTD**

**ABN: 40 008 679 543**

Registered Address: Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, PERTH WA 6000

Business Address: Building 161, Car Park 12, Murdoch University, Murdoch, Western Australia, 6150

Postal Address: PO Box 4184, Myaree Business Centre WA 6960

Telephone number: 13 21 80

Email: electricity@kleenheat.com.au

Website address: www.kleenheat.com.au

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

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

**Important Notice to the Consumer**

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

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

- (a) apply to Kleenheat for the supply of Electricity to the Supply Address on the terms and conditions contained in this document and the Kleenheat Standard Form Contract;
- (b) acknowledge receipt of Australian Consumer Law information outlining the various rights and obligations of Kleenheat and the Customer; and
- (c) request the supply of Electricity during the Cooling-off Period:  (tick if required)

Signed by the **Customer** or for and on behalf of the Customer by its duly authorised representative:

Sign \_\_\_\_\_

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

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

Signed for and on behalf of **Kleenheat** by its duly authorised representative:

Sign \_\_\_\_\_

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

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



Wesfarmers Kleenheat Gas Pty Ltd ABN 40 008 679 543



PO Box 4184,  
Myaree Business Centre WA 6960



P 08 9312 9333  
[kleenheat.com.au](http://kleenheat.com.au)

## Cooling-Off Period

### This section only applies to unsolicited consumer agreements

In addition to Your rights under the Contract, You can end the Contract by giving Us notice that You want the Contract to end during the following period:

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

We will not supply You with Electricity during the Cooling-off Period, unless You ask Us to do so and either:

- (a) Electricity is not connected to the premises; or
- (b) Electricity is connected to the premises, but no Electricity is being supplied to the premises by Us.

If, at Your request, We supply You with Electricity during the Cooling-off Period and You end the Contract during the Cooling-off Period, We may charge You for any Electricity and associated services supplied to You during this period.



# ATTACHMENT A

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

### Your additional rights to cancel this Contract

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

In addition to Your rights described in the Contract:

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

You may cancel this Contract by telling Us over the telephone or in person that You would like to cancel the Contract or by:

- (a) giving Us a notice personally; or
- (b) sending Us a notice, in an envelope addressed to:  
Wesfarmers Kleenheat Gas Pty Ltd  
Building 161, Car Park 12,  
Murdoch University  
Murdoch, Western Australia, 6150; or
- (c) sending Us an email to, [electricity@kleenheat.com.au](mailto:electricity@kleenheat.com.au),

saying that You would like to cancel the Contract.

You may use the notice attached as Attachment B to this Contract to let Us know You would like to cancel the Contract.

### Supplying goods or services during the Cooling-Off Period

We are not allowed to supply You with Electricity or accept or ask for any payment for Electricity at any time within 10 Business Days from and including the day after You signed or received this Contract, unless:

- (a) Electricity is not connected to the premises; or
- (b) Electricity is connected to the premises, but no Electricity is being supplied to the premises by Us.



# ATTACHMENT B

Australian Consumer Law

## Cancellation notice — Unsolicited Consumer Agreement

### Right to cancel this Contract within 10 Business Day cooling-off period

You have a right to cancel this Contract without any reason within 10 Business Days from and including the day after You signed or received this Contract.

### Extended right to cancel this Contract

If We have not complied with the law in relation to Unsolicited Consumer Agreements, You also have a right to cancel this Contract by contacting Us, either orally or in writing. Refer to the information attached to this Contract. You may have up to 6 months to cancel this Contract in certain circumstances.

To cancel this Contract in writing, complete this notice and send it to Us. Alternatively, write a letter or send an email to Us.

### Our details:

<b>Supplier's name:</b>	Wesfarmers Kleenheat Gas Pty Ltd
<b>Address:</b>	Building 161, Car Park 12, Murdoch University, Murdoch, Western Australia, 6150
<b>Email:</b>	<a href="mailto:electricity@kleenheat.com.au">electricity@kleenheat.com.au</a>
<b>Phone:</b>	13 21 80
<b>Details of goods or services supplied under the agreement</b>	

### Your details (please complete in full):

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

Note: You must either return to Us any goods supplied under the Contract or arrange for the goods to be collected

**Kleenheat**

Wesfarmers Kleenheat Gas Pty Ltd ABN 40 008 679 543



PO Box 4184,  
Myaree Business Centre WA 6960



P 08 9312 9333  
[kleenheat.com.au](http://kleenheat.com.au)

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## PARTIES

**We** and **Us** means Wesfarmers Kleenheat Gas Pty Ltd (ABN 40 008 679 543) a company registered in Perth and having its registered office at Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, PERTH WA 6000 and **Our** has the same meaning.

**You** means the person/s taking a supply of Electricity from Us at the Supply Address and **Your** has a corresponding meaning.

## INTERPRETATION AND USE OF CAPITAL LETTERS

Some words or expressions have been capitalised to indicate that those words or expressions are defined in clause 1 or elsewhere. In interpreting this Contract the fact that a word has or has not been capitalised is to be disregarded.

Unless otherwise indicated, in this document:

- (a) all defined terms include both the singular and plural, and vice versa;
- (b) headings are for convenience only and do not affect the interpretation of the document;
- (c) a reference to a legislative instrument is a reference to that instrument as amended from time to time; and
- (d) any use of the terms 'includes' or 'including' is inclusive and does not purport to limit the operation of the relevant provision.

## 1. DEFINITIONS

**Australian Consumer Law** has the meaning given to that term in the *Competition and Consumer Act 2010 (Cth)*.

**Bank Bill Rate** has the meaning given to that term in the *Electricity Industry (Customer Contracts) Regulations 2005 (WA)*.

**Bill** means a tax invoice issued by Us that complies with the requirements of the Code.

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

**Business Customer** means a customer who is not a Residential Customer.

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

**Code** means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2018* as amended or replaced from time to time.

**Concession** means a concession, rebate, subsidy or grant related to the supply of Electricity available to Residential Customers only.

**Contract or Standard Form Contract** means the legally binding contract between You and Us consisting of these terms and conditions as approved by the Economic Regulation Authority under section 51 of the *Electricity Industry Act 2004 (WA)*.

**Cooling-off Period** means a period of 10 Business Days from and including the Business Day after You agreed to this Contract or (if the Contract was negotiated by telephone) received this Contract, or longer period as applies under the Australian Consumer Law.

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

- (a) in the case where We hand the notice to You, the date We do so;
- (b) in the case where We leave the notice at the Supply Address, the date We do so;
- (c) in the case where We give the notice by post, a date 2 Business Days after the date We posted the notice; and
- (d) in the case where We give the notice by email, the date on which Our computer or other device from which the email was sent records that the email was successfully transmitted.

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

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

- (a) the supply of Electricity to or from the Network; and
- (b) the way in which Your Equipment affects the Network to which it is connected.

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

**Electricity** has the meaning given to that term in the *Electricity Industry Act 2004 (WA)*.

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

**Energy and Water Ombudsman** has the same meaning given to 'electricity ombudsman' in the *Electricity Industry Act 2004 (WA)*.



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

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

**Kleenheat** means Wesfarmers Kleenheat Gas Pty Ltd trading as Kleenheat (ABN 40 008 679 543).

**Market Rules** means the rules made under the *Electricity Industry (Wholesale Electricity Market) Regulations 2004 (WA)* as contemplated by section 123 of the *Electricity Industry Act 2004 (WA)*, as amended from time to time.

**Matter Beyond Our Control or Matter Beyond Your Control** means an event or circumstance affecting Us (in the case of a Matter Beyond Our Control) or You (in the case of a Matter Beyond Your Control), and in each case that is beyond the direct control or influence of that affected person including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of Electricity or any other problem with the Network, but excludes Our or Your inability to pay any money due under this Contract for any reason.

**Medical Practitioner** means an individual registered under the *Health Practitioner Regulation National Law (Western Australia) Act 2010 (WA)* in the medical profession.

**Meter** means the equipment at the Supply Address used to measure the quantity of Electricity supplied.

**Network** has the same meaning given to 'distribution system' or 'transmission system' (as the case may be) in the *Electricity Industry Act 2004 (WA)*.

**Network Access Contract** means the contract or other arrangements in effect from time to time between the Network Operator and Us which grants Us access to the Network so that Electricity may be supplied to the Supply Address.

**Network Equipment** means the Meter and any wires, apparatus or other equipment used for or in connection with the supply of Electricity and located upstream from the Meter.

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

**Price** means the charge or charges for Electricity supplied at the Supply Address as determined and published from time to time by Us in accordance with these terms and conditions.

**Publish** means to advertise in the West Australian newspaper, place details on Our website, send You a notice.

**Security Deposit** means an amount of money used as Security against You defaulting on the payment of a Bill.

**Relevant Codes** means any codes and standards applying to the supply of Electricity under the Contract including the Code, and the Australian Standard on Complaints Handling (AS/NZS ISO 10002:2014).

**Relevant Regulations** means any laws and regulations applying to the supply of Electricity under the Contract, including the *Electricity Industry Act 2004 (WA)*, the *Electricity Industry (Customer Contracts) Regulations 2005 (WA)* and the Australian Consumer Law.

**Reminder Notice** means a written notice in accordance with the Code advising You that payment is overdue and that payment is to be made by the date specified in the notice. That date must be at least 15 Business Days after the date of the Bill.

**Residential Customer** means a customer who uses Electricity solely for domestic use.

**Retail Licence** means Our retail licence under the *Electricity Industry Act 2004 (WA)*.

**Security** means a direct debit authority, bank guarantee or Security Deposit required by Us as security against payment of bills as described in clause 10.

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

**Suspension Period** has the meaning given in clause 19.

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

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

**We, Us and Our** means Wesfarmers Kleenheat Gas Pty Ltd trading as Kleenheat (ABN 40 008 679 543).

**You and Your** means the person to whom Electricity is or will be supplied under the Contract.

**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.

## 2. THIS STANDARD FORM CONTRACT

This is a Standard Form Contract for the sale of Electricity and other services at the Supply Address by Us to You.





### 3. ELECTRICITY AND SERVICES WE WILL PROVIDE

Under this Contract, We will:

- (a) arrange for connection of the Supply Address to the Network;
- (b) supply Electricity to the Supply Address;
- (c) arrange for the provision and maintenance of the Meter and associated equipment; and
- (d) provide or arrange the associated services set out in this Contract from time to time, including testing of the Meter in accordance with the requirements of law, disconnection and reconnection.

These services will be provided to You on the terms and conditions provided in this Contract and We will comply with the Relevant Regulations and the Relevant Codes.

However, We do not guarantee that Electricity will be supplied to You without interruption.

### 4. PRICE AND FEES

You must pay Us:

- (a) the Price for all Electricity supplied to the Supply Address; and
- (b) all Fees payable for all other services provided by Us.

#### 4.1 Price

You will pay the Price determined by Us from time to time and published by Us on Our website. The Price may include a fixed component and usage component which may comprise different rates based on either the amount of Electricity you use or the time of day Electricity is used.

#### 4.2 Fees

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

- (a) account application;
- (b) overdue notices (see clause 6.7(c));
- (c) turning off the Electricity in certain circumstances (see clause 21);
- (d) turning the Electricity back on in certain circumstances (see clause 22);
- (e) removing or disconnecting the Meter (see clause 21.10);
- (f) replacing or reconnecting the Meter (see clause 22.3);
- (g) final Meter readings (see clause 18.4);
- (h) Meter testing (see clause 14); and
- (i) various other non-standard connection costs.

This is not an exhaustive list of Our Fees, other Fees may also apply. We will publish Fees on Our website or by notice to You.

#### 4.3 Changing the Price and the Fees

We can change the Price or any Fee, and add new Fees or remove Fees from time to time.

We will notify You of any change to the Price or any Fees payable by You and when the changed Price or the new Fee or changed Fee begins. If You are affected by the change, We will give You notice as soon as practicable, and in any event, no later than the next Bill in Your Billing Period.

### 5. GST

You must pay any goods and services tax payable on any supply made under this Contract.

### 6. BILLS

#### 6.1 Billing

We will issue you Bills according to the Billing Period We set for Our customers from time to time. As an indication, and subject to the Code (where applicable to You), Our Billing Period is no more than once a month and at least once every three months unless You have agreed otherwise or the Code (where applicable to You) provides otherwise. Such Bills will include information required to be included by the Code and any other information We deem relevant.

We will issue Bills to the address You nominate, which may be an email address.

## 6.2 Other Goods and Services

If We provide goods or services in addition to those listed in clause 3, We may bill those goods or services separately. If We choose not to Bill separately, unless We and You have agreed to different terms and conditions, We shall:

- (a) include the charges for such goods and services as separate items in the Bills, together with a description of those goods and services;
- (b) apply payments received from You as directed by You; and
- (c) if You do not direct how the payment is to be allocated, We shall apply it:
  - (i) unless clause 6.2(c)(ii) applies, to the charges for the services We provide You under clauses 4.1 and 4.2 before applying it to any portion of the additional cost of such goods or services referred to in clause 6.2(a); or
  - (ii) if such goods or services include gas, to the charges referred to in clauses 4.1 and 4.2 above and the charges for gas in equal proportion before applying any portion of it to any other such goods or services.

## 6.3 Reviewing Your Bill

- (a) If You have a query about Your Bill and You ask Us to review the Bill, then We will review it.
- (b) In the meantime, You must pay to Us an amount equivalent to the lesser of:
  - (i) the balance of the Bill that is not being queried; or
  - (ii) an amount equal to the average amount of Your Bills over the previous 12 months (excluding the Bill that You are querying).

If You have any other Bills that are due, then You must also pay those Bills by the due dates.

## 6.4 Overcharging, Undercharging and Adjustments

- (a) If We overcharge You as a result of an error, defect or default for which We or the Network Operator are responsible (including where a Meter has been found to be defective) then:
  - (i) We will use Our best endeavours to notify You within 10 Business Days after discovering the overcharging and give a correcting refund (without interest); and
  - (ii) if You owe Us a debt, after providing notice to You, We may use the correcting amount to set off the debt You owe Us provided you are not experiencing payment difficulties or financial hardship; and
  - (iii) if after any set off in accordance with clause 6.4(a)(ii), there remains an amount of the correcting refund, You can choose whether the remaining amount of the correcting refund is applied as a credit to the account or a payment directly to You (except where the amount of a correcting refund is less than \$100 in which case We will automatically credit the amount to the account).
- (b) If We undercharge You as a result of an error, defect or default for which We or the Network Operator are responsible (including where a Meter has been found to be defective) then you will be required to make a correcting payment and:
  - (i) the correcting payment will only relate to errors in the 12 months prior to the date on which We notified You that the undercharging had occurred;
  - (ii) We will notify You of the amount of the correcting payment together with an explanation of that amount; and
  - (iii) We will not charge interest or a late payment fee on the correcting payment.
- (c) If We propose to recover an amount We undercharged you which does not arise due to any act or omission of which You are responsible (including where a Meter has been found to be defective) then you will be required to make a correcting payment and:
  - (i) the correcting payment will only relate to amounts undercharged in the 12 months prior to the date on which the undercharge became apparent taking into account any Meter readings and relevant seasonal and other factors agreed with You;
  - (ii) We will notify You of the amount of the correcting payment together with an explanation of that amount; and
  - (iii) We will not charge interest or a late payment fee on the correcting payment.
- (d) You can choose to pay a correcting payment by instalments. We will not charge interest on the instalments.

## 6.5 Difficulties in Paying – Residential Customers

If You are a Residential Customer and You are experiencing difficulties in paying a Bill or You require payment assistance, We encourage You to let Us know as soon as possible. Please give Us as much information as You can about why You are having difficulties or require assistance. We will, within five Business Days, assess whether You are experiencing payment difficulties or financial hardship under the Code, and advise You of the details and outcome of the assessment on request. If We cannot assess Your request within five business days, We will refer You to a relevant consumer representative organisation to make the assessment. If You are assessed as experiencing payment difficulties or financial hardship, We will offer You additional time to pay the Bill, instalment payment options, the right to have a Bill redirected to a third person, provide You with information about and referral to Government assistance programs and information on independent financial counselling services in accordance with the Code.

Our Financial Hardship Policy is available on Our website.



## 6.6 Difficulties in Paying – Business Customers

If You are a Business Customer and notify Us that You are experiencing difficulties in paying a Bill or You require payment assistance, We will assess Your request and may offer You alternative payment arrangements which give You additional time to pay the Bill or amounts owing to Us. Our Financial Hardship Policy is available on Our website.

## 6.7 Failure to Pay

If You fail to pay the total amount of the Bill by the due date, We will be entitled to:

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

We may also shorten Your Billing Period in accordance with the Code.

## 6.8 Debt Collection

Subject to any rights under the Code, if You fail to pay the total amount of a Bill by the due date specified in that Bill, We reserve the right to refer the Bill to a debt collection agency or solicitor for recovery. We will not commence proceedings for recovery of a debt if You have been assessed as experiencing payment difficulties or financial hardship. All reasonable costs, expenses and disbursements incurred by Us (including debt collection agency fees and legal costs) will be payable by You on demand.

## 6.9 Billing Data

If You request and the data is available, We shall provide to You, free of charge, Your historical billing data for the previous two years. Where You request historical billing data beyond the previous two years, We may impose a reasonable charge for providing the data to recover the direct costs of providing the information.

## 7. BASIS OF A BILL

### 7.1 Reading of the Meter

We shall:

- (a) base Your Bill on a reading of the Meter at the Supply Address; and
- (b) use Our best endeavours to ensure that a reading of the Meter at the Supply Address is obtained as frequently as required to meet Our obligations under the Code.

## 8. ESTIMATED ACCOUNTS

If We have based Your Bill on an estimate of Electricity consumption, We will:

- (a) advise You of the basis of the estimate; and
- (b) the reasons for the estimate.

Where We have provided You with an estimated Bill and Meter data subsequently becomes available, We will adjust Your next Bill in accordance with the Meter data.

Where We have provided You with an estimated Bill and the Meter is subsequently read, We shall include an adjustment on the next Bill in accordance with the Meter reading unless the estimated Bill was used to finalise Your account.

If You have denied access to Us for the purposes of reading the Meter at the Supply Address and subsequently request Us to replace an estimated Bill with a Bill based on a reading of the Meter, provided You allow access to the Meter, We shall comply with the request and may impose a reasonable charge for doing so.

## 9. METHODS OF PAYMENT

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

- (a) paying in person;
- (b) paying by mail;
- (c) paying electronically by means of BPay or credit card;
- (d) paying by telephone by means of credit card or debit card; and
- (e) (if You are a Residential Customer) paying by Centrepay.

If You will be absent for a long period (e.g. on holiday or due to an illness) and are unable to arrange payment by one of the above methods, We will also offer payment in advance facilities and redirection of Your Bill as requested by You.



We may also offer instalment plans or other payment options generally, or as an alternative to You paying a Security Deposit Advance. We will consult with You as to the details of any instalment plan, in accordance with the Code.

We will not offer an instalment plan if You have, in the previous 12 months, had two instalment plans cancelled due to non-payment. In that case, We will only offer another instalment plan if You provide reasonable assurance to Us that You will comply with the plan.

## 10. SECURITY

### 10.1 Security may be required

Adequate Security may be required against future Bills before connection if You are a new customer or continuation of supply if You are an existing customer. Security may be required when:

- (a) You are new to the Supply Address and You do not have an established payment record at another Supply Address;
- (b) You are new to the Supply Address and You do not have an acceptable credit rating to Us;
- (c) We consider that You have an unsatisfactory credit or payment history;
- (d) You do not consent to Us undertaking a credit check or assessment of You or You do not provide Us with information required to establish or verify Your credit history; or
- (e) the Electricity has been disconnected in accordance with clause 21.2, under this Contract or a previous Contract.

### 10.2 Form of Security

The Security required is determined by Us and may be:

- (a) a direct debit deduction authority for Us to deduct payment for Bills from Your nominated credit card or bank account;
- (b) a bank guarantee; or
- (c) a Security Deposit.

If You have provided Us with a bank guarantee that We consider is sufficient to safeguard Our financial interest, We will not require You to provide Us with a Security Deposit Advance.

### 10.3 Details of Security

- (a) The amount of the Security Deposit shall be no greater than 1.5 times the average Bill in the case of quarterly billing, and 2 times the average Bill if You receive Your Bill every 2 months or less. An average Bill shall be based on Your billing history taken over the 3 preceding Billing Periods or, if not available, the consumption of similar business types or Residential Customers.
- (b) If You are new to the Supply Address, or it is anticipated on reasonable grounds that Your consumption will be substantially increased, or where Your Billing Period has been of varying duration, the amount of the Security Deposit will be determined by Us having regard to clause 10.3(a) unless or until clause 10.3(a) becomes applicable.
- (c) Where a Security Deposit is given in excess of the amount required, or We consider that it is no longer appropriate for the purpose for which it was required, We will re-assess whether a Security Deposit is required for that purpose and the amount required (as applicable) and the Security Deposit will be modified accordingly.
- (d) The Security Deposit will be kept in a separate trust account and separately identified in Our accounting records. We will pay You interest on the Security Deposit at the Bank Bill Rate, accrued daily and capitalised every 90 days unless paid. We will advise You of the Bank Bill Rate on request.
- (e) We will only use Security (plus any accrued interest where the Security is a Security Deposit Advance) provided to Us to offset any amount owed to Us:
  - (i) if the Bill has not been paid, resulting in Electricity being disconnected at Your Supply Address; or
  - (ii) if the final Bill is not paid; or
  - (iii) if the Bill has not been paid but We agree to use the Security to avoid the need to disconnect the Electricity supply; or
  - (iv) at Your request, if You are vacating the Supply Address or ask Us to disconnect the Electricity at the Supply Address; or
  - (v) to offset any amount owed to Us if You transfer to another Electricity supplier.
- (f) Where You have provided a Security Deposit as Security in accordance with this clause 10 and You have completed two years of payment of Bills by the due date of the initial Bill, We will, within 10 Business Days, inform You of the amount of the Security Deposit including any interest payable and use this to credit Your account unless otherwise instructed by You.
- (g) When this Contract ends We will, within 10 Business Days, return the balance of any Security Deposit to You after deducting any amount that You owe Us.
- (h) Where We use the Security in accordance with this clause 10, We will provide You with an account of its use and, where the Security is a Security Deposit Advance, pay the balance (if any) of the Security to You within 10 Business Days.
- (i) We require, use and refund any Security including a Security Deposit (as set out in this clause 10) 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 10, this clause will not apply to the extent of the inconsistency.



## 11. NETWORK EQUIPMENT

### 11.1 Network Equipment

It is the responsibility of the Network Operator to provide, install and maintain Network Equipment for the supply of Electricity up to the point of supply and a Meter at the Supply Address. Ownership of the Meter will not pass to You.

You must:

- (a) keep Your Equipment in good working order and good condition;
- (b) not let anyone other than a person who is licensed to perform electrical work under the *Electricity (Licensing) Regulations 1991 (WA)* work on Your Equipment;
- (c) not damage or interfere with Network Equipment; and
- (d) not use Electricity in a way that interferes with Network Equipment, with the supply of Electricity to anyone else, or in a way that causes loss to anyone else.

### 11.2 Interference with the Network Equipment

You must not and must not allow any other person to tamper with, adjust, disconnect, bypass, interfere with the Network Equipment or otherwise damage or render inoperable or inaccurate the Meter or take or attempt to take Electricity before it reaches the Meter.

You must immediately notify Us after becoming aware of any circumstances which might reasonably be expected to affect the accuracy of the Meter. You must not turn Electricity on at the Meter, without Our permission, if the Electricity has been turned off by Us or the Network Operator.

## 12. CONNECTIONS

### 12.1 Existing Connections

We may only supply Electricity to You if:

- (a) there is adequate supply available;
- (b) the Electricity installation at the Supply Address complies with regulatory requirements; and
- (c) the Meter at the Supply Address is available for use by Us.

Where these conditions are met, We will arrange connection for You and supply Electricity to You if:

- (a) You make an application (in person, by telephone or in writing) and provide acceptable identification as required by Us;
- (b) You agree to pay Us all relevant Fees and charges;
- (c) You provide contact details for billing purposes;
- (d) the request is made for a rental property, You provide contact details for the property owner or the owner's agents to verify a rental agreement is in place, if required by Us;
- (e) where required by Us, You satisfy Us that necessary, safe, convenient and unhindered access to the Supply Address, the Meter and the Electricity installation is available;
- (f) where required by Us, You provide Us with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances;
- (g) where required by Us, You have provided Security in accordance with clause 10; and
- (h) You do not have an outstanding debt in relation to the Electricity supplied by Us to You other than a debt the subject of a dispute, or for which repayment arrangements have been made.

We will forward Your application to the Network Operator for the purpose of arranging for the connection of Your Supply Address that same day, if the application is received before 3pm on a Business Day, or the next Business Day, if the application is received after 3pm or on a Saturday, Sunday or public holiday.

If each of the conditions in this clause 12 are met, the Network Operator would normally connect You within one Business Day of Your application being forwarded to the Network Operator or by another time agreed with You.

### 12.2 New Connections

If there is not an existing connection, We will supply Electricity to you if:

- (a) You make an application (in person, by telephone or in writing) and provide acceptable identification as reasonably required by Us;
- (b) where required by Us, You ensure that the notices of installation or completion of Electricity installation work from an Electricity installer are provided to Us;
- (c) where required by Us, You satisfy Us that necessary, safe, convenient and unhindered access to the Supply Address, the Meter and the Electricity installation is available;
- (d) the request is made of a rental property, You provide contact details for the property owner or the owner's agents, if required by Us;

- (e) where required by Us, You have provided Us with estimated Electricity load information for Your proposed use at the Supply Address;
- (f) You have agreed to pay Us all relevant Fees and charges including any applicable connection costs;
- (g) You have provided contact details for billing purposes;
- (h) where required by Us, You have provided Security in accordance with clause 10; and
- (i) You do not have an outstanding debt in relation to the Electricity supplied by Us to You other than a debt the subject of a dispute, or for which repayment arrangements have been made.

The Network Operator would normally connect You to a new Electricity connection at a new supply address within 20 Business Days from the date of the application or at a later time agreed with You, subject to adequate supply being available at the Supply Address and the Electricity installation at the Supply Address complying with all Relevant Regulations. We will forward Your application to the Network Operator for the purpose of arranging for the connection of Your Supply Address that same day, if the application is received before 3pm on a Business Day, or the next Business Day, if the application is received after 3pm or on a Saturday, Sunday or public holiday.

### 13. METER READING

Subject to there being any proven inaccuracy in the Meter, You acknowledge and agree that the readings on the Meter taken by Us, the Network Operator or its representative is conclusive evidence of the volume and time that You have used Electricity during the Billing Period. In the event there is a proven inaccuracy in the Meter, We will arrange for the Network Operator to change the Meter at no cost to You, provided the inaccuracy was not caused by You.

### 14. METER TESTING

You may request the Meter be tested to establish whether there is any inaccuracy in the Meter readings. We will use best endeavours to respond to You within 7 days of the Date of Receipt by Us of the request. If the Meter is found to be inaccurate, We will:

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

If the Meter is not found to be inaccurate, or the inaccuracy is a result of You interfering with or damaging the Meter, You must pay a reasonable Fee for testing the Meter.

### 15. ACCESS

#### 15.1 Access to Supply Address

You must provide safe and unrestricted access at the Supply Address to:

- (a) read the Meter;
- (b) inspect, install, operate, maintain, renew and replace any Network Equipment;
- (c) turn off Your Electricity supply if We or the Network Operator think it necessary;
- (d) inspect Your Electricity installation (although We are under no obligation to do so); or
- (e) at any reasonable time, for any other reason having to do with this Contract.

#### 15.2 Obligations of Us and the Network Operator

When seeking access to the Supply Address:

- (a) We must give notice of Our intention or the intention of the Network Operator to enter the Supply Address, except in the case of an Emergency, suspected illegal use, routine Meter reading or replacement of Meter;
- (b) unless You consent to a shorter period, where the notice relates to planned maintenance being carried out at the Supply Address, or to planned maintenance of the Network, the notice period will be 5 days or such longer period as specified by Relevant Regulations or Relevant Codes. Where the notice relates to any work other than that specified above, the notice period shall be at least 24 hours or such longer period as specified by the Relevant Regulations or Relevant Codes;
- (c) Our representative or a representative of the Network Operator must clearly display official identification which identifies the person as an employee or agent of Us and show it to You on request; and
- (d) if You do not provide access as required under this clause 15, We will not be liable to You for any loss or damage suffered by You as a result of You not providing safe and unrestricted access at the Supply Address and We may, in addition to any other rights, suspend the supply of Electricity to You, in accordance with clause 21.



## 16. YOU MUST NOTIFY US OF CERTAIN MATTERS

You must promptly notify Us of:

- (a) any change in the identity of the person responsible for paying Bills;
- (b) any change in Your contact details, email address or postal address nominated by You;
- (c) any change in Your use of Electricity or the purpose of the use of Electricity, for example, if You are a Residential Customer and wish to use Electricity for a business purpose; and
- (d) any fault or other problem with the Meter or Network Equipment.

## 17. ENTERING THE SUPPLY ADDRESS

In relation to a new Electricity connection, You will be charged for Electricity supplied at the Supply Address from the date and time that We first commence Electricity supply to the Supply Address. In relation to an existing Electricity connection, if a final Meter reading has not been carried out on the day the previous customer left the Supply Address, We will estimate Your Electricity usage and the previous customer's Electricity usage and will endeavour to fairly share the charges between You and the previous customer. We will ensure that We do not overcharge or undercharge You in accordance with the Code and Relevant Regulations.

## 18. LEAVING THE SUPPLY ADDRESS

### 18.1 Notice

You must notify Us before You leave the Supply Address. You must give at least 5 days' notice of the date on which You intend to vacate the Supply Address and You must provide a forwarding address to which a final Bill may be sent.

### 18.2 Responsibility for Electricity

- (a) Where You have given notice of vacating the Supply Address in accordance with clause 18.1, You will only be responsible for paying for the Electricity supplied to the Supply Address up to and including the date notified unless We otherwise agree or You can demonstrate to Us that You were required to vacate the Supply Address earlier.
- (b) If You do not give notice in accordance with clause 18.1, We may require You to remain responsible for paying for the Electricity supplied to the Supply Address and otherwise remain responsible to Us in respect of the supply up until the earlier of:
  - (i) 5 days after notice is given;
  - (ii) We become aware that You have vacated the Supply Address and cease supply of Electricity to the Supply Address;
  - (iii) a new customer commences to take supply at the Supply Address; or
  - (iv) the date that You provide notice that You were required to vacate the Supply Address.

### 18.3 New Customer

If You leave the Supply Address and another customer enters into a Contract with Us for the Supply Address, You are not required to pay for any Electricity supplied at the Supply Address after the time when the new customer's obligations to pay for Electricity supplied under the new Contract takes effect.

### 18.4 Final Charges

The final charge payable by You will be determined according to a final reading of the Meter. If a final reading is not performed on the day You leave the Supply Address, We will estimate Your Electricity usage and the new customer's Electricity usage and endeavour to fairly share the charge between You and the new customer. We may charge a Fee for a final reading of the Meter.

## 19. MATTERS BEYOND OUR CONTROL

- 19.5 If a Matter Beyond Our Control prevents or renders Us unable to supply You with Electricity or comply with any other obligation under this Contract, that obligation will be suspended for as long as We are prevented from performing Our obligations under this Contract (**Suspension Period**). Without limiting Our other rights under this Contract, during the Suspension Period We will not be liable to You for any loss or damage suffered by You as a result of Our inability to supply. The Suspension Period will end when the cause of Our inability to supply is rectified or the cause becomes within Our reasonable control. Upon the cessation of the Suspension Period, We will, as soon as is reasonable, resume supply under this Contract.
- 19.6 You must continue to pay Your Bills as this Contract requires during any Suspension Period. If you don't, We will be entitled to do any of the things outlined in clauses 6.7 and 6.8 of this Contract and if permitted, terminate this Contract.



## 20. MATTERS BEYOND YOUR CONTROL

If a Matter Beyond Your Control occurs, other than a failure to pay Your Bill by the due date, which causes You to be unable to comply with this Contract, You must notify Us immediately and We will excuse that non-compliance for as long as the Matter Beyond Your Control continues to prevent compliance by You. You will not be liable to Us for any loss or damage suffered by Us as a result of Your non-compliance for as long as the matter beyond Your reasonable control continues to prevent compliance by You. However, You must still pay Your Bill by the due date shown on the Bill, even if some matter were to happen outside Your reasonable control.

## 21. DISCONNECTION OF SUPPLY

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

### 21.1 Disconnection at Your Request

You may request Us to procure the disconnection of the Supply Address by giving not less than 5 days' prior written notice to Us. We will use Our best endeavours to disconnect supply and finalise Your accounts in accordance with Your request.

### 21.2 Disconnection for Non-payment

We may disconnect supply to the Supply Address or may notify the Network Operator that We no longer supply Electricity to You at the Supply Address if You have not:

- (a) paid a Bill in full by the due date;
- (b) agreed to an offer of an instalment plan or other payment option to pay (if offered) within a time (not less than five Business Days) specified by Us and used reasonable endeavours to settle the debt within that time; or
- (c) adhered to Your obligations to make payments in accordance with an agreed payment plan relating to the Price or other Fee incurred at the current Supply Address or any previous Supply Address.

When We notify the Network Operator that We no longer supply Electricity to You at the Supply Address, the Network Operator may disconnect the Supply Address without further notice to You.

Before disconnecting supply for non-payment of a Bill in accordance with clause 21.2(a), We must:

- (a) give You a Reminder Notice no earlier than 15 Business Days after the date the Bill was issued;
- (b) use Our best endeavours to contact You personally, or by facsimile or mail, or by telephone; and
- (c) if payment is not made on or before the date specified in the Reminder Notice, give You a Disconnection Warning no earlier than 20 Business Days after the date the Bill was issued.

### 21.3 Disconnection for Denying Access to the Meter

Where You fail to provide access to the Supply Address or We or the Network Operator are denied access to the Supply Address, for the purposes of reading the Meter, for at least 9 consecutive months, We may disconnect Electricity supply to the Supply Address or may notify the Network Operator that We no longer supply Electricity to You at the Supply Address.

However, We will not disconnect or notify the Network Operator unless We, or We have arranged for the Network Operator to have:

- (a) given You an opportunity to provide reasonable alternative access arrangements;
- (b) at least once, given You five Business Days' written notice in accordance with the Code advising of the next date of the Meter reading, requesting access to the Meter at the Supply Address and advising of Our ability to arrange for disconnection if You fail to provide access;
- (c) used Our best endeavours to contact You personally, by telephone or electronic means, to advise of the proposed disconnection; and
- (d) given You, by way of a written Disconnection Warning notice, five Business Days' notice of Our intention to disconnect You (the five days shall be counted from the Date of Receipt of the Disconnection Warning notice).

### 21.4 Disconnection for Maintenance and Emergencies

We or the Network Operator may disconnect or interrupt supply to the Supply Address in the case of an Emergency or where the Network is undergoing maintenance. Where supply is disconnected in the case of an Emergency the Network Operator shall:

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

### 21.5 Disconnection for Unauthorised Utilisation

We or the Network Operator may disconnect supply to the Supply Address immediately where You have obtained the supply of Electricity at the Supply Address otherwise than in accordance with any law, the Code, the Contract or in breach of any Relevant Regulations and Relevant Codes. This includes, for example, if You commit a fraud relating to Our supply of Electricity to You at the Supply Address, or if You get Electricity supplied to the Supply Address illegally.





## 21.6 Disconnection for Refusal to Pay Security Deposit Advance

We may disconnect supply to the Supply Address or notify the Network Operator that We no longer supply Electricity to You at a Supply Address, where You refuse to pay a Security Deposit Advance. However, We will not do so, unless We have given You not less than five Business Days' written notice of Our intention to disconnect (the 5 days shall be counted from the Date of Receipt of the notice).

## 21.7 When We will not Disconnect

Other than in the case of an Emergency, or where You request to be disconnected, We will not disconnect supply to the Supply Address or notify the Network Operator that We no longer supply Electricity to You at the Supply Address:

- (a) where You have made a complaint, directly related to the reason for the proposed disconnection, to Us, the Energy and Water Ombudsman or an external dispute resolution body and the complaint remains unresolved;
- (b) within one Business Day after the expiry of the period referred to in the Disconnection Warning;
- (c) where You have made an application for a Concession and the application has not been decided;
- (d) where You have failed to pay an amount on a Bill which does not relate to the Electricity supply but relates to some other goods and/or services;
- (e) after 3pm on Monday to Thursday, or after 12pm on a Friday, on a weekend, on a public holiday or on the Business Day before a public holiday, unless:
  - (i) You are a Business Customer; and
  - (ii) Your normal trading hours fall within the time frames set out in this clause 21.7(e) and do not fall within any other time period; and
  - (iii) it is not practicable for the Network Operator to perform the disconnection at any other time; or
- (f) if You have provided Us with a written statement from a Medical Practitioner to the effect that life support equipment is required by a person residing at the Supply Address.

## 21.8 Your Assistance

You must assist Us to disconnect supply and You acknowledge, in accordance with the ownership, rights and obligations prescribed in clause 11.1, and give Us and the Network Operator permission to enter the Supply Address to remove any property specified under this Contract which belongs to Us or the Network Operator. You must pay all reasonable costs associated with the disconnection of the supply of Electricity to You, regardless of whether the election was by You or Us and for whatever reason, provided that You will not be required to pay for the cost of a disconnection where the disconnection occurs under clause 21.4.

## 21.9 Disconnection by Law

Where We are required by law to reduce supply to a customer, You must use less Electricity. If We are required by law to disconnect Electricity supply to the Supply Address, You must stop using Electricity. There is no Fee for disconnection and reconnection of Electricity supply in either of those cases.

## 21.10 Fees

Where You are disconnected under this Contract, We or the Network Operator may remove or physically disconnect the Meter. We may charge a Fee for this but will not charge a Fee where the disconnection occurs under clause 21.4 or clause 21.9.

## 22. RECONNECTION AFTER DISCONNECTION

### 22.1 Reconnection Circumstances

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

- (a) the disconnection is for non-payment of a Bill, and You pay the overdue amount or make an arrangement for its payment;
- (b) the disconnection is for denial of access to the Meter, and You provide access to the Meter;
- (c) the disconnection is for illegal use of Electricity, and You pay or make an arrangement to pay for the Electricity consumed;
- (d) the disconnection is for refusal to pay a Security Deposit Advance, and You pay the Security Deposit Advance; or
- (e) the disconnection occurred in any Emergency for health, safety or maintenance reasons, and the situation or problem giving rise to the need for disconnection has been rectified, and You request reconnection and pay any applicable reconnection Fee. We will not charge a Fee where the disconnection occurred under clause 21.4.



## 22.2 Timing

Subject to clause 21.4 or clause 21.9, if We are under an obligation to arrange for reconnection and You make a request for reconnection and, if requested by Us, pay Our reconnection Fee (or enter into an instalment plan for that reconnection Fee):

- (a) before 3pm on a Business Day, We will forward Your request to the Network Operator on that day;
- (b) after 3pm on a Business Day, or on a Saturday, Sunday or public holiday, We will forward Your request to the Network Operator no later than 3pm on the next Business Day; or
- (c) after 3pm on a Business Day and before the close of normal business and pay Our after-hours reconnection charge, We will arrange the reconnection or cause the Network Operator to make the reconnection on the day requested by You.

## 22.3 Fees

If the Meter has been removed or physically disconnected due to Your disconnection, We may charge a Fee for replacing or physically reconnecting the Meter but will not charge a Fee where the disconnection occurs under clause 21.4 or clause 21.9.

## 23. TERMINATION

### 23.1 Disconnection at Your Request

This Contract is terminated if:

- (a) a Cooling Off Period applies and You cancel this Contract during that Cooling-Off Period; or
- (b) We procure the disconnection of the Supply Address at Your request (other than an agreed temporary disconnection).

### 23.2 Termination by Notice

You may terminate this Contract by giving not less than 5 days' prior written notice to Us.

### 23.3 Our Termination Rights

Without prejudice to any other right or remedy and in addition to any statutory or other right to suspend or disconnect the supply of Electricity to the Supply Address, We may terminate this Contract by written notice if You:

- (a) commit a substantial breach of this Contract;
- (b) become insolvent;
- (c) go into liquidation;
- (d) commit an act of bankruptcy;
- (e) consume more than 160MWh of Electricity in any period of 12 months; or
- (f) commit a breach of this Contract which provides Us with a right to disconnect supply under this Contract or a written law, and where that breach is capable of remedy, You fail to remedy the breach within 10 Business Days of Us requesting You to do so.

### 23.4 When Termination Takes Effect

Despite any other provision of this Contract, the termination of this Contract by Us or You does not have effect until:

- (a) in the case of termination because You have entered into another Contract with Us, the Cooling-Off Period (if any) for that other Contract expires;
- (b) in the case of termination because You have entered into a Contract with another retail supplier, You are transferred to the other retail supplier in accordance with the *Electricity Industry (Customer Transfer) Code 2016 (WA)*; or
- (c) in the case of termination following disconnection, You no longer have any right to reconnection under the provisions of this Contract, a written law or a Relevant Code.

### 23.5 Events Upon Termination

If this Contract is terminated:

- (a) We may arrange for a final Meter reading and for disconnection on the day on which this Contract ends;
- (b) We may issue a final Bill to You;
- (c) We may, subject to the provisions of any written law or Relevant Code, charge You a Fee for the final Meter reading, disconnection and final Bill;
- (d) We or the Network Operator may remove any Network Equipment at any time after the day on which this Contract ends;
- (e) You must allow Us or the Network Operator safe and unrestricted access to the Supply Address for the purpose of removing Network Equipment; and
- (f) if You want Us to again supply Electricity to You, You must enter into a new Contract with Us.

Termination of the Contract does not release either party from an obligation which arose before the Contract was terminated. Notwithstanding termination, Your obligations under this Contract prior to termination continue until We have received all money payable to Us in relation to this Contract and specifically, subject to clause 18 and Our obligations under the Code, You remain liable to pay for all Electricity delivered to the Supply Address and related Fees and charges after termination.



## 23.6 Duration

This Contract will come into effect on the day We open an account for You at the Supply Address. Unless terminated earlier in accordance with this clause 23, this Contract will continue for a period of one year from the day it came into effect.

However, if one year passes without either You or Us terminating the Contract in accordance with this clause 23, this Contract will automatically be renewed for consecutive additional one year periods until either You or Us terminate this Contract in accordance with this clause 23.

## 24. TITLE AND RISK

Title to, and risk in, all the Electricity supplied to the Supply Address will pass to You at the point on the Network at which Electricity is withdrawn by You as determined by the Network Operator. Subject to this Contract and the Australian Consumer Law, You will bear all loss or damage arising out of or in any way directly or indirectly connected with Electricity supplied after title and risk to the Electricity has passed to You.

## 25. EXCLUSIONS

### 25.1 No Warranty

If You are a consumer within the meaning of the Australian Consumer Law, We may be taken to have given You certain consumer guarantees about the supply of goods or services to You. If We fail to comply with those consumer guarantees, then You may have statutory rights against Us under the Australian Consumer Law that We cannot exclude, restrict or modify.

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

- (a) the supply of equivalent goods or the supply of the services again, as applicable; or
- (b) the payment of the cost of acquiring equivalent goods or having the services supplied again, as applicable.

This clause 25.1 applies despite any other provision of this Contract to the contrary.

We make no additional express guarantees, warranties or other representations under this Contract. Our liability in respect of these guarantees, warranties or other representations is limited to the fullest extent permitted by law.

Nothing in this Contract is to be taken to exclude, restrict or modify Your rights under law if and to the extent that We are prohibited by law from excluding, restricting or modifying them. This applies whether or not You are a consumer within the meaning of the Australian Consumer Law.

### 25.2 Consequential Loss

Subject to clause 25.1, to the fullest extent permitted by law, We will in no case whatsoever (including negligence) be liable for any loss of profits, loss caused by stoppages in production or business interruption, reliance losses, damages for loss of opportunity, liability suffered by You to third parties or any consequential or indirect loss or damage.

## 26. INDEMNITY

Subject to clause 25.1, to the fullest extent permitted by law, You indemnify Us against all expenses, losses, damages and costs that are reasonably foreseeable as a result of a claim by any person (including You) arising out of or connected with the Electricity supplied by Us or any breach by You of this Contract except to the extent attributable to Our negligence.

## 27. SET OFF

We may set off any amount owing to Us under this Contract against any amount payable by Us to You under this Contract. Nothing in this Contract limits Our ability at law to set off any amount owing to Us under this Contract against any amount payable by Us to You under another contract You may have with Us, or to set off any amount payable by Us to You under this Contract against any amount owing to Us under another contract You may have with Us.

## 28. NOTICES

Where this Contract refers to 'notice' then, other than terminating the Contract in accordance with clause 23.2, the notice given to a party must be in writing and delivered by email or prepaid letter to the address of that party set out in this Contract for such purposes (or such other address as the party may by notice substitute) and will be considered to have been received on the Date of Receipt.



## 29. COMPLAINTS AND DISPUTES

You may:

- (a) make a complaint to Us about Our acts or omissions;
- (b) if You are not satisfied with Our response to the complaint, raise the complaint to Our customer advocate; and
- (c) if after raising the complaint to a higher level, You are not satisfied with Our response, refer the complaint to the Energy and Water Ombudsman, as appropriate.

We will handle customer disputes and complaints in accordance with the Australian Standard on Complaints Handling (AS/NZS ISO 10002:2014), publish information which will assist You in utilising Our complaints handling process and on request will provide You with information on Our complaints handling process and the Energy and Water Ombudsman scheme of which We are a member.

## 30. AMENDMENT OF CONTRACT

The Contract can only be changed with the Economic Regulation Authority's approval. Provided We first obtain the approval of the Economic Regulation Authority, We may amend, delete or introduce any term or condition of this Contract. We do not require Your consent to amend this Contract, but will use Our best endeavours to give You prior notice of the amendments and will, on or after the date the amendments are effective, Publish notice of any changes to this Contract. We will not be required to give separate notice of any change to any document incorporated into this Contract, which document is issued by persons other than Us. If You do not agree with any amendment to this Contract, You may terminate this Contract in accordance with clause 23.

## 31. AVAILABILITY OF CONTRACT

A copy of this Contract or any of the documents referred to in this Contract are available to You, free of charge, from Us upon Your request.

## 32. ACCESS TO INFORMATION

### 32.1 Information We will provide

You may request from Us any information which is held by Us concerning the supply of Electricity to the Supply Address and standard Meter readings for the Supply Address connected with Your Bills, the status of Your Bills, a copy of the *Electricity Industry (Customer Contracts) Regulations 2005 (WA)* or any Relevant Code, information about the Price and Fees payable under this Contract, including information about any alternative tariffs that may be available to You, information about energy efficiency, billing data and contact details for obtaining information about Government assistance programs or financial counselling services. If You request information about the Price and Fees payable under this Contract, We must provide that information to You within eight Business Days of Your request. We must give You the information in writing if You request. We will provide standard information so requested in accordance with the standards of service set out in the Relevant Regulations and the Code and if no such standard of service applies, within a reasonable time of the request. Unless a law, the Code or Our Retail Licence requires Us to provide the information free of charge, We can ask You to pay a reasonable charge.

### 32.2 Information You must provide

You must provide Us with information We reasonably require for the purposes of this Contract and You acknowledge that any failure to provide Us with such information may affect Our ability to supply Electricity to You under this Contract. For example without limitation, We may need personal details necessary to establish Your identity or a concession on Your account or determine Price eligibility. All information You provide must be correct, and You must not mislead or misrepresent the information You provide to Us. We have rights if information You provide is incorrect, misleading or deceptive.

## 33. CONFIDENTIALITY AND PRIVACY

### 33.1 Confidentiality

We will keep confidential Your information, unless:

- (a) You give Us prior written consent to disclose the information to a third party;
- (b) disclosure is required to comply with any accounting or stock exchange requirement (such information disclosed will, as far as possible, be in an aggregated form);
- (c) disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration;
- (d) the information is already in the public domain; or
- (e) We believe You have used Electricity illegally and must provide Your information to the Economic Regulation Authority, the Director of Energy Safety, the Police and/or the Network Operator.



### 33.2 Privacy

We 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 Collection of Information Statement and Privacy Policy, a copy of which is available on Our website. We have security measures in place to protect personal information under Our control. We de-identify and securely destroy personal information when it is no longer required and information stored within Our computer systems can only be accessed by authorised personnel.

### 34. SUCCESSORS AND ASSIGNS

You must not assign this Contract without the prior written consent from Us. We may assign this Contract without Your consent and without giving You notice of such assignment, to any person We believe has reasonable commercial and technical capability to perform Our obligations under this Contract. In the event that either party assigns its interests under this Contract, all the terms and conditions of this Contract will be binding upon and endure to the benefit of the successors and assigns of the parties.

### 35. GOVERNING LAW

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

### 36. COMPLIANCE WITH LAWS

Each party's obligations under this Contract are subject to that party's obligations under applicable laws, regulations and conditions of any governmental authorisations. Any failure to comply with an obligation under this Contract resulting from compliance with an inconsistent or conflicting obligation under any applicable laws, regulations or conditions of any applicable governmental authorisation does not give rise to a breach of this Contract. The Contract also does not in any way limit Our or Your obligations to comply with the lawful directions of any authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety and the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

### 37. SEVERABILITY

If the whole or any part of this Contract is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 38 has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.

### 38. WAIVERS

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

### 39. ENTIRE CONTRACT

This Contract constitutes the entire Contract and understanding of the parties with respect to its subject matter. This clause 40 operates to the extent permitted by law.

### 40. ELECTRONIC COMMUNICATION

We have the ability under the Contract to communicate electronically with You. Unless otherwise agreed with You (for example, You are receiving paper Bills), or required by law, We will communicate with You electronically.



## 41. NETWORK OPERATOR

We supply Electricity to You. The Network is operated by the Network Operator who delivers the Electricity through the Network to the Supply Address for Us. As We do not own the Network, We:

- (a) may procure the Network Operator to undertake various actions on Our behalf; and
- (b) cannot control the way in which the Network Operator operates the Network. For example, We cannot control the quality, frequency or continuity of Electricity being supplied through the Network.

As a result, the Electricity supplied to you:

- (c) may not be free from interruptions or may fluctuate in quality from time to time;
- (d) will be of the quality of Electricity contained in the Network; and
- (e) may not suit Your specific needs if, for example, You require Electricity that is free from interruptions or fluctuations in quality.

There are things You can do to minimise the impact of these interruptions and fluctuations so that You can protect Your property and interests. You should take reasonable care to ensure You protect Your property and interests and You agree to do what You reasonably can to mitigate any loss which may arise from any interruptions or fluctuations in quality.

## 42. OUR CONTACT DETAILS

Postal Address: PO Box 4184, Myaree Business Centre, WA 6960

Business Address: Campus Drive (off Murdoch Drive), Murdoch, Western Australia, 6150

Registered Address: Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, Perth WA 6000

Telephone number: 13 21 80

Email: [electricity@kleenheat.com.au](mailto:electricity@kleenheat.com.au)

Website address: [www.kleenheat.com.au](http://www.kleenheat.com.au)

