

**ALINTA SALES PTY LTD  
(ACN 089 531 984)**

**TERMS AND CONDITIONS**

**1. WHAT THESE TERMS AND CONDITIONS ARE ABOUT**

These are the terms and conditions of the legally binding *contract*<sup>1</sup> for *us* to sell *you* electricity at the *supply address*, and for *you* to pay *us* for that electricity.

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*.

**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 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) *our customer charter*; and
- (b) *the relevant regulations*; and
- (c) *the relevant codes*.

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<sup>1</sup> In this document *we* use *italics* to show *you* that some terms are defined in clause 36

### **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 35.2 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) account application; and
- (b) meter testing (see clause 5.2); and
- (c) overdue notices (see clause 8.3); and
- (d) final meter readings (see clause 17); and
- (e) turning off your electricity in some circumstances (see clauses 21.2, 21.4 and 21.7); and
- (f) turning your electricity back on in some circumstances (see clauses 21.1, 21.2, 21.4, 21.7 and 21.8); and
- (g) removing or physically disconnecting the meter (see clause 23); and
- (h) replacing or physically reconnecting the meter (see clause 23); and
- (i) other non-standard connection costs.

*We can charge other fees as well.*

*We will publish the fees (see clause 35.2 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 35.2 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 NMI; and
- (e) the *price*; and
- (f) the *supply date*.

If agreed with *you*, the *customer schedule* may also amend these terms and conditions in relation to:

- (a) *your* billing cycle; and
- (b) due dates for payments to *us*; and
- (c) minimum payment methods; and
- (d) payment in advance; and
- (e) pricing; and
- (f) *your* moving out of a *supply address*; and
- (g) reconnection arrangements; and
- (h) the *contract term*.

If any of those terms and conditions are amended by the *customer schedule*, then this *contract* will be a non-standard contract for the purpose of the *Code*.

#### **5. HOW WE CALCULATE THE QUANTITY OF ELECTRICITY YOU HAVE USED**

##### **5.1 Metering**

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.

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. There is no *fee* for this change.

Clause 9 explains what will happen if *we* undercharge *you* or overcharge *you*.

## 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 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:

- (a) *we* will say on *your* bill that *we* have done so; and
- (b) the estimates will be calculated using the methods set out in clause 4.7 of the *Code*; and
- (c) *we* will advise *you* that:
  - (i) *upon your request*, *we* will tell *you* the basis and the reasons for the estimation; and
  - (ii) *you* may request a *meter* reading; and
- (d) 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 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* a reasonable charge.

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*. It will be once every one to three months.

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

*We* can change how often *we* bill *you*.

In certain circumstances *we* may be permitted to place *you* on a shortened billing cycle. These circumstances are described in clauses 4.1 and 4.2 of the *Code*.

### **7.2 How bills are issued**

*We* will issue *your* bill to *you* at the *supply address* unless *you* have nominated another address.

### **7.3 Contents**

Each bill will show:

- (a) the dates of the *meter* readings at the start and end of the billing period; and
- (b) the *meter* reading at the start and end of the billing period; and
- (c) the quantity of electricity *you* used during the billing period; and
- (d) the number of *units* of electricity *you* used during the billing period; and
- (e) the number of days covered by the bill; and
- (f) the dates on which the billing period begins and ends; and
- (g) the *price* or *prices* which applied to *you* for the billing period; and
- (h) any other *fees*, charges or adjustments and details of the service provided (for the billing period and also outstanding from previous bills); and
- (i) the interest rate *we* have charged on any outstanding amounts; and
- (j) the *meter* identification number and, if applicable, the property number; and

- (k) the amount payable or in credit for the billing period (taking all the above into account); and
- (l) if applicable, that *we* have estimated *your* bill; and
- (m) a statement that *we* can charge *you* a *fee*;
  - (i) for each overdue notice *we* send *you*;
  - (ii) if *we* have to pay bank fees caused by a cheque that *you* gave to *us* that was dishonoured or reversed; and
  - (iii) if *we* refer *your* debt to a debt collection agency, and
  - (iv) an explanation as to how *you* can avoid these *fees*; and
- (n) the average daily cost of the quantity of electricity that *you* used during the billing period; and
- (o) the average amount of electricity that *you* used each day during the billing period; and
- (p) the due date, which will be at least 12 *business days* after the date of the bill; and
- (q) a summary of payment methods and instalment payment options; and
- (r) *our* contact telephone number for billing and payment enquiries; and
- (s) the *network operator's* 24-hour contact telephone number for faults and emergencies; and
- (t) the *supply address* to which the bill relates and any relevant mailing address; and
- (u) *your* name and *your* account number; and
- (v) the amount of arrears or credit; and
- (w) the charge for any other goods and services provided; and
- (x) reference to any concession that *we* or the Government offer, if it is available to *you*; and
- (y) the amount of any Government grants or rebates provided to *you*; and
- (z) the availability of a *meter* test (if *you* pay for it under clause 5.2); and
- (za) the availability of interpretation services; and
- (zb) *our* contact telephone number for telephone typewriter services; and

- (zc) a statement advising *you* that assistance is available if *you* are experiencing financial difficulties, including *our* contact telephone number; and
- (zd) *our* contact telephone number for complaints; and
- (ze) the contact details for the *Ombudsman*; and
- (zf) if applicable, the payments *you* have made under an instalment plan and the total amount that is outstanding under the instalment plan; and
- (zg) the details of any *refundable advance*; and
- (zh) if *we* have the data available, a graph or bar chart showing the amount payable by *you* or the amount of electricity that *you* used for the billing period, the previous billing period and for the same billing period last year.

*We* will itemise *prices, fees, charges* or adjustments separately in each bill. *We* will also itemise any *refundable advance*, and any additional goods or services provided by *us* to *you* (if *we* choose to include the additional goods or services in the bill).

#### 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 include:

- (a) paying in person; and
- (b) paying by mail; and
- (c) paying by Centrepay; and
- (d) paying by direct debit; and
- (e) paying by BPay; and
- (f) paying by credit card over the telephone and online.

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

If *you* are a 50 MWh+ *business customer*, the minimum amount that *you* can pay in advance is \$100. Otherwise, the minimum amount *you* can pay in advance is \$20.

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

## 8.2 **Absence or illness**

If *you*:

- (a) are a *residential customer*; and
- (b) are unable to pay using the methods outlined in clause 8.1 above:
  - (i) due to illness; or
  - (ii) because *you* are going on holidays or will be away from home for a long period,

then *you* can request *us* to send *your* bills to another person.

*We* will not charge *you* a *fee* for this.

Even though *we* send the bill to another person, *you* are still responsible if the bill is not fully paid.

## 8.3 **If you don't pay your bill**

If *you* don't pay the full amount payable by the due date:

- (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 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.



#### 8.4 **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.

If *you* are a *business customer*, and *you* can't afford to pay *your* bills that *you* owe *us*, *we* will consider any reasonable request for alternative payment arrangements.

If *you* are a *residential customer* and *you* inform *us* that *you* cannot afford to pay *your* bills that *you* owe *us*, *we* will:

- (a) assess whether *you* are experiencing *payment difficulties* or *financial hardship* within 3 *business days*; and
- (b) advise *you* of the details of *our* assessment.

If *you* are a *residential customer* and *we* assess that *you* are experiencing *payment difficulties* or *financial hardship*, *we* will provide *you* with the assistance set out in Part 6 of the *Code*.

If *you* request *us* to do so, *we* will give *you* details of *our* hardship policy at no charge.

#### 8.5 **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 35.2 about how *we* *publish* things).

#### 8.6 **Review of bill**

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

- (a) the amount 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 and *we* are satisfied that *your* bill is correct, *we*:

- (a) must inform *you* of the outcome of the review as soon as *we* can and no later than 20 days after *you* ask *us* to review *your* bill; and
- (b) may require *you* to pay the unpaid amount; and
- (c) must tell *you* that *you* may request that *we* arrange a test of the *meter*; and

- (d) 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.

## **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*.

*We* will (on certain conditions) offer *you* the opportunity to pay the correcting payment by instalments. *We* will not charge *you* interest on these instalments.

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* because of an error caused by *us* or the *network operator*, including a *meter* error, then:

- (a) *we* will do *our* best to tell *you* within 10 *business days* after *we* discover the overcharging; and
- (b) *we* will give *you* a correcting refund; and
- (c) *we* will not pay *you* interest on the correcting refund.

*You* can choose whether *we* make the correcting refund as:

- (a) a credit to *your* account; or
- (b) a payment to *you*.

## **10. INFORMATION AVAILABLE TO YOU**

If *you* request it, *we* will supply *you* with a copy of:

- (a) our *customer charter*; or

- (b) the *Code*; or
- (c) 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; or
- (d) the *contract*.

Unless a law requires *us* to provide the information free of charge, *we* can ask *you* to pay a reasonable charge.

Prior to or with *your* first bill (or prior to *us* entering into this *contract* with *you*, if *you* entered into this *contract* as a result of *door to door marketing*), *we* will supply *you* with information about:

- (a) the safe use of electricity; and
- (b) Government assistance programs; and
- (c) financial counselling services (see clause 8.4 above); and
- (d) *our* complaints handling process and how to contact the *Ombudsman* if *you* are not satisfied with our handling of *your* complaint (see clause 13 below); and
- (e) services that can interpret information provided by *us*; and
- (f) information on how *we* may assist *you* if *you* are experiencing *payment difficulties* or *financial hardship*; and
- (g) the *network operator's* 24 hour telephone number for faults and emergencies; and
- (h) the scope of the *Code*; and
- (i) the terms of the *contract* including:
  - (i) the type and frequency of bills that *you* will receive; and
  - (ii) the payment methods available to *you*; and
- (j) the details of any right that *you* may have to end the *contract* during the *cooling-off period* and the charges that may apply to *you*; and
- (k) our obligation to comply with the *Code*

## **11. THINGS YOU MUST TELL US OR THE NETWORK OPERATOR**

*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 a *residential customer* and wish to use electricity for a non-residential use).

*You* must tell the *network operator* as soon as possible:

- (a) if *you* change something at the *supply address* which makes access to the *meter* more difficult; or
- (b) 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
- (c) 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 *us* or the *network operator*.

## **13. COMPLAINTS**

*We* will manage any complaint by *you* in accordance with *our* complaints handling process, which complies with Australian Standard on Complaints Handling (AS 4269: 1995).

*You* may make a complaint to *us* about anything *we* have done or have failed to do. If *you* are not satisfied with *our* response, *you* can raise the complaint to a higher level within *our* organization.

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

If *you* request *us* to do so, *we* will give *you* details of *our* Complaints Handling Process at no charge. *You* can also access this in our *customer charter* through *our* website.

## **14. NETWORK EQUIPMENT AND YOUR EQUIPMENT**

The *network operator* is responsible for the operation of the *network equipment*, including responding to faults in the *network equipment* and will inspect and look after *network equipment*.

*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)* to 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 us or the network operator have safe and unrestricted access to the supply address when we or the network operator need it:*

- (a) to read the *meter*, or
- (b) to inspect or work on any *network equipment*, or
- (c) to turn off *your* electricity supply if *we* or the *network operator* think it necessary; or
- (d) to inspect *your equipment* (although *we* are under no obligation to do so); or
- (e) (at any reasonable time) for any other reason having to do with the *contract*.

*We will give you notice before we come onto the supply address, except:*

- (a) for a routine *meter* reading or *meter* replacement; or
- (b) in an emergency; or
- (c) if *we* suspect electricity is being used illegally at the *supply address* (for example, if *we* suspect that *you* are bypassing *your meter*).

Subject to *relevant regulations* and *relevant codes*, *we* will usually give *you* at least 24 hours notice before *we* come onto the *supply address*.

A person coming onto the *supply address* on *our* behalf must show *you* official identification that he or she is *our* agent.

## 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:

- (a) *you* have applied and provided *us* with acceptable identification; and
- (b) if *you* are a *residential customer* and the *supply address* is a rental property, *you* have provided *us* with contact details of the property's owner or agent; and
- (c) *you* have agreed to pay all relevant *prices* and *fees*; and
- (d) *you* have provided *us* with contact details for billing; and
- (e) *you* have provided *security* if *we* have required it (see clause 16.3 below); and
- (f) *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
- (g) *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 turned on at 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 do *our* best to arrange for *you* to be connected either within one *business day* or by another time agreed with *you*, where:

- (a) *you* have applied before 3pm on the previous day; and

- (b) *you* have provided *us* with acceptable identification; and
- (c) if *you* are a *residential customer* and the *supply address* is a rental property, *you* have provided *us* with contact details of the property's owner or agent; and
- (d) *you* have agreed to pay all relevant *prices* and *fees*; and
- (e) *you* have provided *us* with contact details for billing; and
- (f) *you* have provided *security* if *we* have required it (see clause 16.3 below); and
- (g) *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
- (h) *you* have arranged for *us* to be provided with any notices and other information that *we* have requested.

*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:

- (a) so that *you* and the previous customer each pay a fair share; and
- (b) 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.

We may require the *security* as either or both:

- (d) a *payment deduction authority* for us to deduct payment for bills from *your* nominated credit card or bank account; or
- (e) 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 2.5 times the average bill if *you* are on monthly billing. Average billing shall be calculated with reference to the consumption of similar customers or business types.

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*). 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*:

- (a) if *you* have failed to pay a bill resulting in electricity being turned off at *your supply address*; or
- (b) if *you* do not pay *your* final bill; or
- (c) 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
- (d) at *your* request if *you* are vacating the *supply address* or *you* ask *us* to turn electricity off at the *supply address*; or
- (e) 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 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:
  - (i) 3 *business days'* notice for *metropolitan areas*; or
  - (ii) 5 *business days'* notice for *regional areas*;
- and
- (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:

- (a) so that *you* and the next customer each pay a fair share; and
- (b) so that *we* don't overcharge or undercharge *you*.

If *you* give *us* notice of at least 3 *business days* (*metropolitan areas*) or at least 5 *business days* (*regional areas*) before *you* move out, *we* will not ask *you* to pay for electricity supplied after the day *you* move out.

If *you* don't give *us* notice of at least 3 *business days* (*metropolitan areas*) or at least 5 *business days* (*regional areas*) before *you* move out, *we* can ask *you* to pay for electricity used at the *supply address* for up to 5 *business days* after *we* find out that *you* have moved out. If *you* are forced to move out (for example, by eviction) with notice of less than 3 *business days* (*metropolitan areas*) or less than 5 *business days* (*regional areas*), and *you* let *us* know immediately, *we* will not ask *you* to pay for electricity used at the *supply address* from the date that *you* gave *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* breach the *contract*, *you* must excuse that breach for as long as the thing beyond *our* control lasts.

## **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. When *we* do so, *we* will *publish* the changed terms and conditions and the date from which the change commences (see clause 35.2 about how *we* *publish* things).

The terms and conditions will change on the *published* date.

Note: The standard terms and conditions can only be changed by:

- (a) any amendment; or
- (b) replacement of the terms and conditions,

that is approved by the *Economic Regulation Authority* under the *Electricity Industry Act 2004* (WA).

Clause 4 sets out terms and conditions that can be changed in agreement with *you* and without the approval of the *Economic Regulation Authority*.

### **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 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**

If *you* haven't paid *your* bill for this *supply address* (or any previous address) in full by the due date shown on the bill, and *we* haven't agreed to an alternative payment plan for the amount *you* owe *us*, *we* can arrange for the *network operator* to turn off *your* electricity.

Before *your* electricity can be turned off for non-payment of a bill, *we* will give *you* (in writing):

- (a) a "reminder notice" at least 13 *business days* after the date the bill was issued, advising that payment is overdue and requiring *you* to pay by a specified date (which will be at least 18 *business days* after the date the bill was issued); and
- (b) if *you* then fail to pay before the date specified in the reminder notice, a "warning notice" that *your* electricity will be turned off unless *you* pay by the date specified in the warning notice (which will be at least 5 *business days* after the date of the warning notice).

If *you* fail to pay before the date specified in the warning notice, *we* will turn *your* electricity off 1 day after that date.

If *you* agree to an alternative payment plan, *we* can turn off *your* electricity or arrange for the *network operator* to turn off *your* electricity if *you* don't keep to that plan.

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 if *you* ask *us* to do so.

Otherwise, *we* will arrange for the *network operator* to turn *your* electricity back on again when *you* pay the bill in full or agree to an alternative payment plan.

*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*:

- (a) one bill for electricity and gas; or
- (b) 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 *us* or 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 12 consecutive months; and

- (b) *we will give you 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 try to contact *you* personally, by telephone or in writing; and
- (f) *we* will give *you* a written disconnection notice *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, or if necessary to reduce the risk of fire or to comply with a law. 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 try 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 *your* electricity back on if the problem was *your* fault or was in *your equipment*.

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.

#### 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 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's* work on the *network equipment*. We will to 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 any other 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* 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 Director of Energy 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 5 *business days* before *your* electricity is actually 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 a *medical practitioner* that continued supply of electricity is necessary to protect the health of a person living at the *supply address*; 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 the 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 the *Ombudsman* directly related to the reason for *your* electricity being turned off, and the complaint remains unresolved; or
- (e) for unpaid bills, where *you* have made an application for a Government concession or grant and the application has not been decided; or
- (f) 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
- (g) after 3pm on Monday to Thursday; or
- (h) after 12 noon on a Friday; or
- (i) on a Saturday, Sunday, public holiday or the *business day* before a public holiday except where *we* have planned to temporarily interrupt *your* supply of electricity.

**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, or 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*.

**24. WHEN YOUR ELECTRICITY WILL BE TURNED BACK ON**

We will try to have *your* electricity turned back on according to the deadlines in the following tables (as applicable):

In relation to *metropolitan areas*:

If you ask us to turn your electricity back on ...	... we will ask the <i>network operator</i> to turn your electricity on ..,	... then the <i>network operator</i> will try to have your electricity back on ...
before 3pm on a <i>business day</i>	on the same day	within one <i>business day</i> of receiving our request if the <i>network operator</i> receives the request before 3pm on a <i>business day</i> or within 2 <i>business days</i> of receiving our request if the <i>network operator</i> receives our request after 3pm on a <i>business day</i> or on a day which is not a <i>business day</i>
after 3pm on a <i>business day</i> , or on a day which is not a <i>business day</i>	no later than the next <i>business day</i>	within one <i>business day</i> of receiving our request if the <i>network operator</i> receives the request before 3pm on a <i>business day</i> or within 2 <i>business days</i> of receiving our request if the <i>network operator</i> receives our request after 3pm on a <i>business day</i> or on a day which is not a

		<i>business day</i>
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(The above deadlines will not apply if the *meter* has been removed or physically disconnected.)

In relation to *regional areas*:

If you ask us to turn your electricity back on ...	... we will ask the <i>network operator</i> to turn your electricity on ..,	... then the <i>network operator</i> will try to have your electricity back on ...
before 3pm on a <i>business day</i>	on the same day	within 5 <i>business days</i> of receiving our request if the <i>network operator</i> receives the request before 3pm on a <i>business day</i> or within 6 <i>business days</i> of receiving our request if the <i>network operator</i> receives our request after 3pm on a <i>business day</i> or on a day which is not a <i>business day</i>
after 3pm on a <i>business day</i> , or on a day which is not a <i>business day</i>	no later than the next <i>business day</i>	within 6 <i>business days</i> of receiving our request if the <i>network operator</i> receives the request before 3pm on a <i>business day</i> or within 7 <i>business days</i> of receiving our request if the <i>network operator</i> receives our request after 3pm on a <i>business day</i> or on a day which is not a <i>business day</i>

(The above deadlines will not apply if the *meter* has been removed or physically disconnected.)



## **25. ENDING THE CONTRACT**

### **25.1 You can end the contract**

Unless a *contract term* is stated in the *customer schedule*, 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 5 *business days'* notice of the day you want the *contract* to end.

If you have entered into the *contract* as a result of *door to door marketing*, you can end the *contract* within 10 days after you enter into it ("*cooling-off period*") by giving us notice that you want the *contract* to end. 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) commit an act of bankruptcy; or
- (d) commit a substantial breach of the *contract* (for example, if you bypass your meter or allow electricity delivered to your *supply address* to be used at another supply address).

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 *Electricity Industry Customer Transfer Code 2004*.

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 *us* 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* accept *your* offer set out in the *customer schedule*. The *contract* will continue from that day unless *you* or *us* end the *contract*, or the *contract term* ends, under clause 25.

## 29. CONFIDENTIALITY

We will:

- (a) keep *your* information confidential; and
- (b) only use *your* information for business purposes (for example, for debt collection purposes or to fully investigate complaints); and
- (c) not pass on *your* information to anyone else,

except where:

- (d) we have *your* prior consent; or
- (e) 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); or
- (f) disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration; or
- (g) the information is in the public domain other than by breach of this clause; or
- (h) we think *you* have used electricity illegally, and where we may give any information we have, in relation to *your* illegal use, to the people set out in clause 21.7; or
- (i) *you* have not paid *your* electricity bill, and we disclose information to a credit reporting agency, but we will not provide information about a default to a credit reporting agency if:
  - (i) *you* have made a complaint in good faith about the default and the complaint has not been resolved; or
  - (ii) *you* have requested us to review *your* electricity bill and the review is not yet completed.

## 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. The effect of this clause may be limited by law, in which case it has effect only as far as the law allows.

Despite anything else the *contract* says, and despite anything outside the *contract*, 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.

We also do not give any undertaking or make any agreement with *you* that the electricity supplied to *you* will be of any particular quality or free from surges.

### **31. NETWORK OPERATOR**

We supply electricity, but don't own or operate the *SWIS*. The *SWIS* 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.

The *network operator* is required to follow its *network operator customer charter*. A copy of that charter is available from the *network operator*.

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. SPECIAL CONDITIONS**

Any special conditions which *we* agree with *you* can add to, or change, these terms and conditions. Nothing in the *contract* obliges *you* to agree to any special conditions.

### **33. SUPPLIER OF LAST RESORT**

A *supplier of last resort plan* will 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 *supplier of last resort 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 *supplier of last resort* plan; or
- (e) if the *supplier of last resort* plan permits, transfer to another retailer of electricity.

### 34. 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).

### 35. INTERPRETATION

#### 35.1 Definitions

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

"**50MWh+ business customer**" means a *business customer* who consumes, or whom *we* reasonably estimate will consume, more than 50MWh of electricity per annum; and

"**business customer**" means a customer who is not a *residential customer*; 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)* 2004; 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 in clause 25.1; and

"**customer charter**" means the Alinta Customer Charter in effect from time to time; and

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

"**door to door marketing**" has the meaning given to it in clause 1.5 of the *Code*; and

"**Economic Regulation Authority**" means the body established by the *Economic Regulation Authority Act 2003 (WA)*; and

"**fee**" means a fee other than a *price*; and

**"financial hardship"** means a state of more than immediate financial disadvantage which causes *you* to be unable to pay amounts that *you* owe to *us* without affecting *your* ability to meet the basic living needs of *you* or *your* dependants; and

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

**"last resort supply plan"** means a plan that meets the requirements of section 69 of the *Electricity Industry Act 2004* (WA); 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

**"medical practitioner"** has the meaning given to it in the *Medical Act 1894* (WA); and

**"meter"** means the equipment installed (or which will be installed) at the *supply address* to measure the quantity of electricity *you* use; and

**"metropolitan area"** means:

- (a) the region described in the Third Schedule to the *Metropolitan Region Town Planning Scheme Act 1959* (WA) (which essentially depicts the Perth metropolitan area);
- (b) the local government district of Mandurah;
- (c) the local government district of Murray; and
- (d) the townsites, as constituted under section 26 of the *Land Administration Act 1997* (WA), of:
  - (i) Albany;
  - (ii) Bunbury;
  - (iii) Geraldton;
  - (iv) Kalgoorlie;
  - (v) Karratha;
  - (vi) Port Hedland; and
  - (vii) South Hedland; and

**"MWh"** means megawatt-hours; 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 *SWIS* from time to time and includes its employees, subcontractors, agents and successors in title; and

**"network operator customer charter"** means the charter put in effect by the *network operator* from time to time as required by the *Code*; and

**"Ombudsman"** means the Energy Ombudsman; and

**"payment deduction authority"** means a verifiable consent authorising *us* to deduct monies from a customer's nominated credit card or bank account in payment of energy bills; and

**"payment difficulties"** means immediate financial disadvantage where *you* are unable to pay an amount owing to *us* caused by:

- (a) sudden and unexpected disability, illness or injury to *you* or a dependant of *yours*;
- (b) loss of or damage to *your* property; or
- (c) other similar unforeseeable circumstances as caused by circumstances outside of *your* control; 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 35.2; 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

**"regional areas"** means all areas in Western Australia other than the *metropolitan area*; 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 Complaints Handling* (AS 4269:1995); 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:..

**"residential customer"** means a customer who uses electricity only for domestic use; and

**"retail licence"** means *our* retail licence 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

"**SWIS**" means the system of electricity transmission and distribution facilities known as the "South West Interconnected System" which, at the date of this *contract*, was controlled from the *network operator's* East Perth Control Centre and extended between Geraldton in the north, Albany in the south and Kalgoorlie in the east of Western Australia; and

"**unit**" means 1 kilowatt hour of electricity; and

"**we**" and "**us**" means Alinta Sales Pty Ltd (ACN 089531 984) of Level 7, 1 William Street, Perth, Western Australia, 6000, and where the context requires *our* employees, subcontractors, agents and successors in title; and

"**work**" includes installing, operating, maintaining, renewing and 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*.

## 35.2 **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*; and
- (b) place details of the thing on *our website*; and
- (c) post *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); or
- (d) *we* will provide details in the *customer schedule* when *you* enter into this *contract*.

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 in clause 36 below and will appear on each bill.



### 35.3 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 were used.

For example:

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

### 35.4 Other rules of interpretation

#### Interpretation Act

The rules of interpretation contained in the *Interpretation Act 1984* 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 35 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.

## 35.5 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 given ...
oral communication, in person or by telephone	at time of communication
personal delivery	upon delivery
Posting	3 <i>business days</i> after posting
Facsimile	upon proof of transmission

### Electronic communication

*We* have the ability under the *contract* to engage in electronic commerce with *you*. This means that *we* may contact or correspond with *you* using the telephone, facsimile or email details that *you* have provided. An example of that is when *we* provide bills to *you* by email. *We* may also make services or information available to *you* using our website. *We* won't start using electronic commerce without agreeing with *you*. *We* can set any rules about how electronic commerce is to operate and what things may be communicated electronically, and

(other than where those rules are already in these terms and conditions) *we* will tell *you* how to find out what those rules are.

### **36. CONTACT DETAILS**

If *you* need to contact *us*, *our* contact details at the date of the *contract* are:

#### **Postal address**

GPO Box W2030  
Perth, Western Australia 6846

#### **Telephone/facsimile/e-mail**

Business (WA)      Tel: 13 13 58 - Monday to Friday, 8am to 5pm (WST)  
Fax: (08) 9486 3366 - Monday to Friday, 8am to 5pm (WST)

E-mail: [customer.services@alinta.net.au](mailto:customer.services@alinta.net.au)

Residential (WA)      Tel: 13 13 58 - Monday to Friday, 8am to 5pm Fax: 1800651 161 -  
Monday to Friday, 8am to 5pm

E-mail: [customer.services@alinta.net.au](mailto:customer.services@alinta.net.au)

Outside WA      Tel: 1800 677 945 - Monday to Friday, 8am to 5pm (WST time)

E-mail: [customer.services@alinta.net.au](mailto:customer.services@alinta.net.au)

#### **Internet**

<http://www.Alinta.net.au>

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

Faults & Emergencies (Network Operator) - Tel: 131 351 - 24 hours everyday