

# Decision on the Replacement of the Wesfarmers Kleenheat Gas Pty Ltd Standard Form Contract

31 AUGUST 2011

Economic Regulation Authority

WESTERN AUSTRALIA

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## DECISION

1. Pursuant to section 11WF in conjunction with 11WH of the *Energy Coordination Act 1994 (Act)* the Economic Regulation Authority (**Authority**) approves the replacement Standard Form Contract for the supply of gas to small use customers submitted by Wesfarmers Kleenheat Gas Pty Ltd (**WKG**).

## REASONS

2. The Authority requested that WKG review its Standard Form Contract to ensure that it complies with the requirements of the new Australian Consumer Law and the current versions of the *Gas Marketing Code of Conduct* and the *Compendium of Gas Customer Licence Obligations (Gas Customer Code)*.
3. On 17 February 2011, WKG submitted a proposed replacement Standard Form Contract under which the licensee intends to supply gas to its small use customers.
4. Feedback was provided to WKG regarding limitation of liability clauses, the indemnity of WKG and unsolicited consumer agreements. As a result of this feedback, WKG proposed a number of further changes to the replacement Standard Form Contract.
5. In accordance with the Authority's *Public Consultation Guidelines – For Electricity, Gas & Water Licences and Electricity & Gas Standard Form Contracts (July 2006)*, the Authority provided a public consultation period of at least 15 business days between 10 August 2011 and 29 August 2011. No submissions were received.
6. Under the Act the Authority must not approve a standard form contract if it considers that the contract will not meet the requirements of the regulations in respect of such contracts, or will be inconsistent with the Act or any other written law, or will be inconsistent with any term, condition or provision of the licence concerned.
7. The Authority has considered WKG's replacement Standard Form Contract and is satisfied that the contract meets all legislative requirements.

LYNDON ROWE  
CHAIRMAN

# APPENDICES

## Appendix 1 Standard Form Contract

**WESFARMERS KLEENHEAT GAS PTY LTD**

**ABN 40 008 679 543**

Campus Drive (off Murdoch Drive), Murdoch WA 6150

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

[info@kleenheat.com.au](mailto:info@kleenheat.com.au)

Fax: (08) 9312 9833

**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.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of customer

\_\_\_\_\_

Name of customer



**WESFARMERS KLEENHEAT GAS PTY LTD**  
**ABN 40 008 679 543**

**SMALL USE GAS SUPPLY AGREEMENT**  
**TERMS AND CONDITIONS**

This Agreement is made between:

Wesfarmers Kleenheat Gas Pty. Ltd. (ABN 40 008 679 543) a company incorporated in Western Australia and having its registered office at 11th Floor, 40 The Esplanade, Perth, Western Australia (**Kleenheat**)

and

The person/company described in item 1 of the Schedule (**Customer**). Kleenheat and the Customer agree as follows:

**1 Definitions**

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

**Billing Period** means a period of between one and three months.

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

**Commencement Date** means the date of this Agreement as specified in item 9 of the Schedule.

**Cooling-off Period** means a period of 10 days from and including the business day after you signed this Agreement or (if the agreement was negotiated by telephone) received this Agreement document.

**Customer Charter** means the customer charter prepared by Kleenheat Gas for use in Western Australia.

**Customer Service Code** means the Australian Gas Association's Natural Gas Customer Service Code AG-755 1998 (excluding sections 4.1.1 and 4.2.4 of that code), as it applies to LPG gas suppliers, unless an alternative customer service code is approved by the Economic Regulation Authority, in accordance with Kleenheat's trading licence, in which case it means the approved code.

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

- (a) in the case where Kleenheat hands the notice to the Customer, the date Kleenheat does so;
- (b) in the case where Kleenheat leaves the notice at the Premises, the date Kleenheat does so; and
- (c) in the case where Kleenheat gives the notice by post, a date 2 Business Days after the date Kleenheat posted the notice.

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

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

**Distribution Standards** means the relevant Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees, or any mandatory approvals and guidelines, including industry standards and or administrative interpretations of them (including industry based codes and standards such as AG 603: Gas Distribution Code) to regulate:

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

August 2011 **Emergency** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or

threatens to destroy or damage, any property.

**Gas** means gas as that term is defined in the *Gas Standards Act 1972* (WA) and includes natural gas and other gas.

**Interest Rate** means an interest rate of at least 3% above the quoted rate for one month bank bills quoted by either the ANZ Bank, the Commonwealth Bank or the National Australia Bank.

**Medical Practitioner** means an individual registered as a medical practitioner under the *Medical Act 1894* (WA).

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

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

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

**Premises** means the supply address specified in item 3 of the Schedule.

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

**Schedule** means the Schedule attached to these terms and conditions forming part of this Agreement.

**Supply Charge** means the charge for Gas supplied by Kleenheat under this Agreement and which conforms with the requirements of the *Energy Coordination (Gas Tariffs) Regulations 2000* (WA) in relation to capped tariffs.

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

## 2 Gas network operation

The Customer acknowledges that the supply of Gas to the Customer is pursuant to this Agreement however the delivery of Gas supplied by Kleenheat to the Customer will be by the Network which is controlled by the gas distribution operator. The gas distribution operator is the person who is required to hold a distribution licence for the Network which may or may not be Kleenheat.

## 3 Term of this Agreement

Subject to Kleenheat's right to disconnect the supply of Gas in accordance with clause 24, this Agreement commences on the Commencement Date and continues until terminated in accordance with the terms of this Agreement, provided that if the Customer is not registered as a customer of Kleenheat by the Network Operator on the Commencement Date and/or the Premises is not connected to the Network, Kleenheat's obligation to supply Gas pursuant to this Agreement will not commence until these matters have been completed.

## 4 Goods and services provided by Kleenheat

Under this Agreement, Kleenheat will:

- (a) arrange for connection of the Premises to the Network;
- (b) supply Gas to the Premises at the Delivery Point;
- (c) arrange for the provision and maintenance of the Meter Equipment; and
- (d) provide or arrange associated services from time to time, including testing of the Meter Equipment in accordance with the requirements of law, disconnection and reconnection.

These services will be provided to the Customer on the terms of payment and other terms provided in this Agreement and Kleenheat will comply with the standards of service set out in Part 5 of the *Energy Coordination (Customer Contracts) Regulations 2004*. However, Kleenheat does not guarantee that Gas will be supplied to the Customer without interruption.

## 5 Payment for Gas and other services

The Customer must pay Kleenheat for all Gas supplied to the Premises and all charges payable for all other services provided by Kleenheat at the applicable prices and on the terms specified in the Customer Charter.

## 6 Prices

A list of the fees and charges for the supply of Gas by Kleenheat is set out in the Annexure to this

Agreement.

### **6.1 Supply Charge**

The Customer must pay the Supply Charge which is either a residential charge or a non-residential/business charge. It also includes a fixed component and a usage component related to the quantity of Gas consumed. The fixed component and the usage component are specified in the Supply Charge published by Kleenheat. The Customer must pay the non-residential/business charge unless it qualifies to pay the residential charge. The Customer will qualify for the residential charge in the following circumstances:

- (a) where the Premises is a house, flat, home unit or other place of residence; and
- (b) the Gas supplied under this Agreement is used only for residential purposes and not for business or commercial purposes.

### **6.2 Other fees and charges**

The Customer must pay

- (a) the account application fee upon the application for connection by the Customer. This fee will be charged to the Customer on their first bill;
- (b) the meter testing fee if the Customer has requested Kleenheat to test the Meter Equipment and the Meter Equipment is found to be measuring accurately. This fee will be charged to the Customer's next bill;
- (c) the special meter reading fee if the Customer asks Kleenheat to visit the Premises and read the Meter Equipment. This fee will be charged to the Customer's next bill;
- (d) a reconnection fee: upon reconnection to the Network. This fee will be charged to the Customer's next bill;
- (e) the overdue notice fee if the Customer does not pay the full amount specified in their bill by the due date. This fee will be charged to the Customer's next bill; and
- (f) the cheque dishonour fee if the Customer pays a bill by cheque and the cheque is dishonoured or reversed and as a result Kleenheat has to pay the bank fees. This fee will be charged to the Customer's next bill.

### **6.3 Notice of variation**

Kleenheat will give notice of any fees or charges or any variation to the fees and charges payable by the Customer in the Government Gazette, newspaper, a notice to the Customer or as agreed with the Economic Regulation Authority. If the Customer is affected by the variation, Kleenheat will give notice as soon as practicable after the variation is gazetted or published and, in any event, no later than the next bill in the Customer's Billing Period.

It is a condition upon Kleenheat's trading licence that Kleenheat must notify the Economic Regulation Authority at least one month before a change to any price, price structure, fee or interest rate under this Agreement comes into effect. Any variation in such charges or additional charges (which may be of general application or limited by reference to specified factors) will not take effect until Kleenheat has given written notice of such changes (including the date from which the new charges are to apply) to both the Economic Regulation Authority and the Customer. Notice may be by way of publication in a newspaper circulating in the area of the Premises or by delivering personally or sending it by post or facsimile to the Customer.

## **7 GST**

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

## **8 Bills**

### **8.1 Billing**

Kleenheat will issue a bill at least every 3 months to a Customer except where the Customer has agreed to a longer billing period, or has a prepayment meter installed at the Premises. Such bills will show:

- (a) Customer's supply address, relevant mailing address, name and account number;
- (b) 24 hour contact telephone number for faults and emergencies;
- (c) telephone number for billing and payment enquiries;
- (d) payment date for the account;
- (e) dates of the meter reading or estimates at the start and end of the Billing Period;

- (f) meter readings or estimates at the start and end of the Billing Period;
- (g) number of units of Gas used or estimated to be used during the Billing Period;
- (h) price or prices which applied to the supply of Gas to the Customer;
- (i) the Meter Equipment number or property number;
- (j) amount due;
- (k) GST component payable on the supply of Gas to the Customer;
- (l) separate itemisation of the following charges: any service to property charge, any Gas usage charge and any other charge in connection with the supply of Gas, such as a reconnection fee or a charge for services provided (either at the request of the Customer or due to a failure of the Customer to perform an obligation under the Customer Service Code);
- (m) any other fees or charges for the Billing Period and details of the service(s) provided;
- (n) amount of arrears or credit;
- (o) interest rate charged on any arrears;
- (p) summary of the payment methods as set out in clause 12 and below and instalment payment options as set out below:
  - (1) Payment by instalments – Kleenheat offers the Customer the following payment options:
    - an instalment plan under which the Customer may make payments in advance towards the Customer’s next bill; and
    - an instalment plan under which the Customer may pay arrears and continuing usage.

Kleenheat may offer the Customer the option of paying by instalments if the Customer is in arrears.

Kleenheat will not offer an instalment plan if the Customer has, in the previous 12 months, had an instalment plan cancelled due to non-payment. Kleenheat will only offer another instalment plan if the Customer provides reasonable assurance (as that term is defined in the Customer Service Code) to Kleenheat that it will comply with the plan.

When Kleenheat offers an instalment plan, it shall where relevant to the type of plan and in consultation with the Customer:

    - determine the period taking into account the customer’s usage needs and capacity to pay;
    - specify the period of the plan, the number of instalments, the amount of instalments which will pay the Customer’s arrears and estimated usage during the plan;
    - state how the amount of the instalments is calculated;
    - state that due to seasonal fluctuations in the Customer’s usage paying by instalments may result in the Customer being in credit or debit during the plan;
    - monitor the Customer’s usage;
    - have in place fair and reasonable procedures to address payment difficulties;
    - make provision for re-calculation of the amount of the instalment where the difference between the Customer’s estimated and actual usage may result in the Customer being in significant credit or debit at the end of the plan; and
    - provide the Customer with options for balancing the plan towards the end of its period.
  - (2) Payment by direct debit – Kleenheat offers the option of payment directly from a bank. Kleenheat offers terms consistent with the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct and will agree with the Customer the amount and frequency of those payments. Kleenheat may not alter the amount or frequency without the Customer’s agreement;
- (q) reference to any concessions available to the Customer by either Kleenheat or the Government;
- (r) availability, upon payment of a charge, of Meter Equipment testing and the refund of the testing charge if the Meter Equipment is found to be inaccurate;

- (s) availability of interpreter services;
- (t) telephone number if the Customer is experiencing financial difficulties; and
- (u) any other information Kleenheat deems relevant.

## **8.2 Other Goods and Services**

If Kleenheat provides goods or services in addition to those listed in clause 8.1(l), it may bill those goods or services separately. If Kleenheat chooses not to bill separately, unless Kleenheat and the Customer have agreed to different terms and conditions, Kleenheat shall:

- (a) include the charges for such goods and services as separate items in its accounts, together with a description of these goods and services;
- (b) apply payments received from the Customer as directed by the Customer; and
- (c) if the Customer does not direct how the payment is to be allocated, Kleenheat shall apply it:
  - (1) unless clause 8.2(c)(2) applies, to the charges referred to in clause 8.1(l) above before applying any portion of it to such goods or services; or
  - (2) if such goods or services include electricity, to the charges referred to in clause 8.1(l) above and the charges for electricity in equal proportion before applying any portion of it to any other such goods or services.

## **8.3 Failure to pay**

A failure by the Customer to pay the total amount of a Customer's account by the due date will entitle Kleenheat to:

- (a) charge interest on the amount that has not been paid, at the Interest Rate;
- (b) disconnect supply in accordance with clause 24;
- (c) charge the Customer a fee for each overdue notice sent to the Customer; and
- (d) charge a reconnection fee if the supply of Gas to the Customer is disconnected due to a default by the Customer under this Agreement and that default is remedied by the Customer.

## **8.4 Difficulties in paying**

If the Customer notifies Kleenheat that it is experiencing difficulties in paying a bill or requires payment assistance, Kleenheat will offer the Customer instalment payment options, the right to have a bill redirected to a third person, provide the Customer with information about and referral to Government assistance programs and information on independent financial counselling services.

## **8.5 Debt collection**

Kleenheat will provide a bill after the end of each Billing Period. The Customer will pay in accordance with the due date specified on the bill. If the Customer fails to pay in accordance with the due date Kleenheat reserves the right to refer the account to a Merchant Agent/Solicitor for recovery. All reasonable costs, expenses and disbursements incurred by Kleenheat (including debt collection agency fees and legal costs) will be payable by the Customer on demand.

## **8.6 Billing Data**

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

# **9 Basis of a bill**

## **9.1 Reading of Meter Equipment**

Except where the Premises are subject to an unmetered tariff or a prepayment meter is installed and subject to the ability to use a customer reading and the inability to read under the Customer Services Code, Kleenheat shall:

- (a) base a Customer's bill on a reading of the Meter Equipment at the Premises; and
- (b) read the Meter Equipment at the Premises as frequently as required to meet its obligations under the Customer Service Code and, in any event, at least once in any 12 months.

## **9.2 Customer's reading**

To comply with the obligation in clause 9.1, Kleenheat may, at its discretion, accept the Customer's reading as its own reading. Kleenheat shall not make any adjustment to the bill for the billing cycle based upon this reading where Kleenheat subsequently reads the Meter Equipment and finds an error in the Customer's favour.

## **10 Estimated accounts**

Where Kleenheat is unable to base a bill on a reading of the Meter Equipment at the Premises because:

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

Kleenheat may provide the Customer with an estimated bill based on:

- (f) the Customer's reading of the Meter Equipment;
- (g) the Customer's prior billing history; or
- (h) where the Customer does not have a prior billing history, the average usage of Gas at the relevant price, the average usage for the type of gas installation or the average usage at the Premises.

Where, because of circumstances referred to in clause 10(a)-(c), Kleenheat has provided the Customer with an estimated bill and Kleenheat is subsequently able to read the Meter Equipment, Kleenheat shall adjust the estimated bill in accordance with the meter reading unless the estimated bill was used to finalise the Customer's account.

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

## **11 Calculation of Consumption**

Kleenheat may charge energy consumption by the measurement of volume (cubic meters) and applying the heating value to represent the bill in energy units (e.g; megajoules, kilowatt hours). Kleenheat may calculate consumption through the measurement of Gas from a master meter and utilise other measurement devices to calculate bills for individual usage of product.

## **12 Methods of making payment**

Kleenheat shall offer the following payment methods and may offer additional payment methods: in person at a network of agencies or payment outlets or by mail. If a Customer is to be absent for a long period (e.g; on holiday or due to an illness) and is unable to arrange payment by one of the above methods, Kleenheat shall also offer: payment in advance facilities and redirection of the Customer's bill as requested by the Customer.

## **13 No refundable advances**

Kleenheat will not ask the Customer to: (a) provide

any bank guarantees; or

- (b) pay money to Kleenheat as security against the Customer defaulting on any payments due under the Contract.

## **14 Metering**

### **14.1 Supply and Meter Equipment**

Kleenheat or the Network Operator will in accordance with the Distribution Standards provide, install and maintain equipment for the supply of Gas up to the point of supply and Meter Equipment at the Premises, giving due consideration to the Customer's wishes. Ownership of the Meter Equipment will not pass to the Customer. Kleenheat has the responsibility for and rights and obligations in relation to the Meter Equipment.

### **14.2 Existing connections**

Kleenheat will use its best endeavours to connect the Customer at a supply address previously supplied by Kleenheat within 1 Business Day or within a period agreed by the Customer, if there is adequate supply available, the gas installation at the Premises complies with regulatory requirements and the Meter Equipment at the Premises is available for use by Kleenheat. Kleenheat will only be obliged to connect the Customer within 1 Business Day if:

- (a) the Customer makes an application (in person, by telephone or in writing) and provides acceptable identification as required by Kleenheat;
- (b) the Customer makes the application by 3pm on the previous Business Day; (c) the Customer agrees to pay Kleenheat all relevant fees and charges;
- (d) the Customer provides contact details for billing purposes;
- (e) the request is made of a rental property, the Customer provides contact details for the property owner or the owner's agents, if required by Kleenheat;
- (f) required by Kleenheat, the Customer satisfies Kleenheat that necessary safe, convenient and unhindered access to the Premises, the Metering Equipment and the gas installation is available;
- (g) required by Kleenheat, the Customer provides Kleenheat with information on the number and types of appliances installed, number of household occupants and anticipated usage of appliances;
- (h) the Customer does not have an outstanding debt in relation to the Gas supplied by Kleenheat to the Customer.

Kleenheat will connect the Premises only in accordance with the distribution standards.

#### **14.3 New Gas connections**

Subject to adequate supply being available at the Premises and the gas installation at the Premises complying with regulatory requirements, Kleenheat or the Network Operator shall use its best endeavours to make supply available at a new supply address on the date agreed with the Customer or, where no date is agreed with the Customer, Kleenheat shall connect the new supply address within 20 Business Days from the date of the application.

Kleenheat will only be obliged to connect the Customer if:

- (a) the Customer makes an application (in person, by telephone or in writing) and provides acceptable identification as required by Kleenheat;
- (b) required by Kleenheat, the Customer shall ensure that the notices of installation or completion of gas installation work from a gas installer are provided to Kleenheat;
- (c) required by Kleenheat, the Customer shall satisfy Kleenheat that necessary, safe, convenient and unhindered access to the supply address, the Meter Equipment and the gas installation is available;
- (d) the request is made of a rental property, the Customer provides contact details for the property owner or the owner's agents, if required by Kleenheat;
- (e) required by Kleenheat, the Customer has provided Kleenheat with estimated Gas load information for the Customer's proposed use at the supply address;
- (f) the Customer has agreed to pay Kleenheat all relevant fees and charges; (g) the Customer has provided contact details for billing purposes;
- (h) the Customer does not have an outstanding debt in relation to the Gas supplied by Kleenheat to the Customer.

#### **14.4 Interference**

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

### **15 Meter reading**

Subject to there being any proven inaccuracy in the Meter Equipment, the Customer acknowledges and agrees that the readings on the Meter Equipment taken by Kleenheat or its nominee at the beginning and end of a Billing Period, is

conclusive evidence of the volume of Gas the Customer has used during the Billing Period. In the event there is a proven inaccuracy in the Meter Equipment, Kleenheat will change the meter at no cost to the Customer, provided the inaccuracy was not caused by the Customer.

## **16 Meter Testing**

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

- (a) replace the Meter Equipment in accordance with clause 15 of this Agreement;
- (b) adjust the Customer's account for the amount of any undercharge or overcharge for the Billing Period in which the inaccuracy was proven, calculated in accordance with clause 10 of this Agreement provided that in the case of undercharging, Kleenheat will limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the date on which Kleenheat notified the Customer that undercharging had occurred;
- (c) not charge the Customer for testing the Meter Equipment.

If the Meter Equipment is not found to be inaccurate, the Customer must pay a testing fee, as described in the Customer Charter,

## **17 Access**

### **17.1 Access to supply address**

The Customer must provide safe and unrestricted access at the Premises to:

- (a) the Metering Equipment; and
- (b) the gas installation for the purposes of inspection authorised by law.

### **17.2 Obligations of Kleenheat and the Network Operator**

- (a) Notice

Kleenheat or the Network Operator must give notice of its intention to undertake inspections, repairs, testing or maintenance of the Network at the Premises and give the Customer notice of its intention, except in the case of an Emergency, suspected illegal use, or routine replacement of Meter Equipment, or the Customer consenting to a shorter time.

Where the notice relates to planned maintenance work being carried out at the Premises, or to planned maintenance of the Network, the notice period will be 4 days or such longer period as specified by regulatory requirements. 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 regulatory requirements.

- (b) Representatives

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

- (c) Customer denies access

If the Customer does not provide access as required under this clause, Kleenheat may, in addition to any other rights, suspend the supply of Gas to the Customer, in accordance with clause 24.

## **18 Customer to notify of certain matters**

The Customer must promptly notify Kleenheat of any change in the contact details or postal address nominated by the Customer.

## **19 Customer entering Premises**

In relation to a new Gas connection, the Customer will be charged for Gas supplied at the Premises from the date and time that Kleenheat first commences Gas supply to the Premises. In relation to an existing Gas connection, if a final meter reading has not been carried out on the day the previous customer left the Premises, Kleenheat will estimate the Customer's gas usage and the previous customer's gas usage and will endeavour to fairly share the charges between the Customer and the previous customer.

## **20 Customer leaving Premises**



## **20.1 Notice**

The Customer must notify Kleenheat before it leaves the Premises. The Customer must give at least 3 Business Days' notice of the date on which it intends to vacate the Premises and a forwarding address to which a final bill may be sent.

## **20.2 Responsibility for Gas**

- (a) Where the Customer has given notice of vacating the Premises, Kleenheat may require the Customer to remain responsible for paying the Gas supplied to the Premises and otherwise remain responsible to Kleenheat in respect of the supply to the date notified unless the Customer can demonstrate to Kleenheat that it was forced to vacate the Premises earlier.
- (b) If the Customer does not give notice in accordance with clause 20.1 Kleenheat may require the Customer to remain responsible for paying for the Gas supplied to the Premises and otherwise remain responsible to Kleenheat in respect of the supply until 3 Business Days notice is given, or  
Kleenheat becomes aware that the Customer has vacated the Premises and ceases supply of Gas to the Premises or until a new customer commences to take supply at the Premises, whichever occurs first.

## **20.3 New customer**

If the Customer leaves the Premises and another customer enters into a customer contract with Kleenheat for the Premises, the Customer is not required to pay for any Gas supplied at the Premises after the time when the new customer's obligations to pay for Gas supplied under the new contract takes effect.

## **20.4 Final charges**

The final charge payable by the Customer will be determined according to a final reading of the Meter Equipment. If a final reading is not performed on the day the Customer leaves the Premises, Kleenheat will estimate the Customer's gas usage and the new customer's gas usage and endeavour to fairly share the charge between the Customer and the new Customer.

## **21 Inability of Kleenheat to supply**

If, for any cause outside the reasonable control of Kleenheat, Kleenheat is prevented or rendered unable to supply the Customer with Gas or comply with any other obligation under this Agreement, that obligation will be suspended for the duration of the circumstances preventing Kleenheat from performing its obligations under this Agreement (**Suspension Period**). During the Suspension Period Kleenheat will not be liable to the Customer for any loss or damage suffered by the Customer as a result of Kleenheat's inability to supply. The Suspension Period will end when the cause of Kleenheat's inability to supply is rectified or the cause becomes within the control of Kleenheat. Upon the cessation of the Suspension Period, Kleenheat will, as soon as is reasonable, resume supply under this Agreement.

## **22 Matters beyond the control of the Customer**

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

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

## **23 Planned maintenance and interruption to supply**

Gas supply may, from time to time, be suspended when it is necessary for work to be undertaken on the Network provided that Kleenheat first gives at least 4 days' prior written notice of the duration and nature of the maintenance. Kleenheat will use its best endeavours to minimise interruptions to Gas supply and in the event Gas supply is interrupted, Kleenheat will procure the resumption of Gas supply as soon as possible.

## **24 Disconnection of supply**

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

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

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

## 24.2 Disconnection for unpaid bills

### (a) Notice

Before disconnecting supply for non-payment of a bill, Kleenheat must:

- (1) give the Customer a Reminder Notice no earlier than 14 Business Days of the date the bill was issued; and
- (2) if payment is not made on or before the date specified in the Reminder Notice, give the Customer a Disconnection Warning no earlier than 22 Business Days after the date the bill was issued.

### (b) Circumstances in which Kleenheat may disconnect

Kleenheat may disconnect supply to the Premises or may notify the Network Operator that it no longer supplies Gas to the Customer at the Premises if the Customer has not:

- (1) paid;
- (2) agreed to an offer of an instalment plan or other payment option to pay; or
- (3) adhered to the Customer's obligations to make payments in accordance with an agreed payment plan relating to,

the service to property charge, Gas usage charge or other charge (other than a charge in respect of the sale or installation of appliances) incurred at the current Premises or any previous supply address. When Kleenheat notifies the Network Operator that it no longer supplies Gas to the Customer at the Premises, the Network Operator may disconnect the Premises without further notice to the Customer.

### (c) Lack of income

Where the Customer, because of a lack of sufficient income or other means on the part of that Customer, is unable to pay Kleenheat's service to property charge or Gas usage charge or other charge, Kleenheat shall not disconnect the supply to the Premises or notify the Network Operator that it no longer supplies Gas to the Customer at the Premises until:

- (1) Kleenheat has:
  - (A) offered the Customer alternative payment options of the kind referred to in the Customer Service Code;
  - (B) given the Customer information on government funded concessions as outlined in the Customer Service Code;
  - (C) used its best endeavours to contact the Customer personally, or by lettergram, facsimile or mail, or by telephone; and
  - (D) given the Customer, by way of a written Disconnection Warning, 5 Business Days' notice of its intention to disconnect or cease supplying Gas to the Customer (the 5 days shall be counted from the Date of Receipt of the Disconnection Warning); and
- (2) the Customer has:
  - (A) refused or failed to accept the offer within the time specified by Kleenheat; or
  - (B) accepted the offer, but has refused or failed to take any reasonable action towards settling the debt within the time specified by Kleenheat.

## 24.3 Notification requirements

Kleenheat shall not disconnect the supply to a business customer's Premises or notify the Network Operator that it no longer supplies Gas to the Customer at the Premises unless:

### (a) Kleenheat has:

- (1) used its best endeavours to contact the Customer personally, or by lettergram, facsimile or mail, or by telephone;
- (2) offered the Customer an extension of time to pay beyond the original pay-by date on additional terms and conditions (which may include interest at a rate approved by the Economic Regulation Authority); and
- (3) given the Customer, by way of a written Disconnection Warning, 5 Business Days' notice of its intention to disconnect or cease supplying Gas to the Customer (the 5 days shall be counted from the

Date of Receipt of the Disconnection Warning), and

- (b) the Customer has:
- (1) refused or failed to accept the offer within a time (not less than 5 Business Days) specified by Kleenheat; or
  - (2) accepted the offer, but has refused or failed to take any reasonable action towards settling the debt within a time (not less than 5 Business Days) specified by Kleenheat.

#### **24.4 Disconnection for denying access to the Meter Equipment**

Where the Customer fails to provide access to the Premises as contemplated by the Customer Service Code or Kleenheat is denied access to the Premises for the purposes of reading the Meter Equipment for the purposes of issuing 3 consecutive bills in the Customer's billing cycle, Kleenheat may disconnect supply to the Premises or may notify the Network Operator that it no longer supplies Gas to the Customer at the Premises.

However, Kleenheat will not disconnect or notify the Network Operator unless it has:

- (a) given the Customer an opportunity to offer reasonable alternative access arrangements;
- (b) on each of the occasions it was denied access, given to the Customer written notice request access to the Meter Equipment at the Premises;
- (c) used its best endeavours to contact the Customer personally or by lettergram, facsimile or mail, or by telephone; and
- (d) given the Customer, by way of a written Disconnection Warning, 5 Business Days' notice of its intention to disconnect the Customer (the 5 days shall be counted from the Date of Receipt of the Disconnection Warning).

#### **24.5 Disconnection for Emergencies**

Kleenheat or the Network Operator may disconnect or interrupt supply to the Premises in case of an Emergency. Where Kleenheat or the Network Operator exercises its disconnection right, either Kleenheat or the Network Operator (but not both) 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 Premises as soon as possible.

#### **24.6 Disconnection for health and safety reasons**

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

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

#### **24.7 Disconnection for planned maintenance**

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

#### **24.8 Disconnection for unauthorised utilisation**

Kleenheat or the Network Operator may disconnect supply to the Premises immediately where the Customer has obtained the supply of Gas at the Premises otherwise than in accordance with the Customer Service Code or in breach of any regulatory requirement.

#### **24.9 When Kleenheat will not disconnect**

Kleenheat will not disconnect supply to the Premises or notify the Network Operator that it no longer supplies Gas to the Customer at the Premises:

- (a) if the Customer fails to pay a bill where the amount outstanding is less than an average bill over the past 12 months and the Customer has, in accordance with the Customer Service Code, agreed with Kleenheat to repay the amount;
- (b) where the Customer has made a complaint, directly related to the reason for the proposed disconnection, to the gas industry ombudsman and the complaint remains unresolved;
- (c) where the Customer has made an application for a government concession or grant and the application has not been decided;
- (d) where the Customer has failed to pay an amount on a bill which does not relate to the service to property charge, the Gas usage charge or other charge of the kind contemplated by the Customer Service Code;
- (e) after 3pm on a weekday;
- (f) except in circumstances where disconnection is required under the Gas Standards Act 1972, if the Customer has provided Kleenheat with a written statement from a Medical Practitioner to the effect that supply is necessary in order to protect the health of a person who lives at the Premises and the Customer has entered into arrangements acceptable to Kleenheat in relation to the payment of Gas supplied; or
- (g) on a Friday, on a weekend, on a public holiday or on the day before a public holiday except in the case of a planned interruption.

#### **24.10 Customer assistances**

The Customer must assist Kleenheat to disconnect supply and acknowledges, in accordance with the ownership, rights and obligations prescribed in clause 14.1, that at all times the Meter Equipment is the property of Kleenheat and gives Kleenheat permission to enter upon the Premises to remove any property specified under this Agreement to belong to Kleenheat. The Customer must pay all reasonable costs associated with the disconnection of the supply of Gas to the Customer, regardless of whether the election was by the Customer or Kleenheat and for whatever reason, provided that the Customer will not be required to pay for the cost of a disconnection where the disconnection occurs under clauses 24.5, 24.6 or 24.7.

#### **24.11 Disconnection by law**

Where Kleenheat is required by law to reduce supply to a Customer, the Customer must use less Gas. If Kleenheat is required by law to disconnect Gas supply to the Premises, the Customer must stop using Gas. There is no fee for disconnection and reconnection of Gas supply in either of those cases. Kleenheat will use reasonable endeavours to reconnect the Gas supply to the Customer

### **25 Reconnection after disconnection**

#### **25.1 Customer request**

Where Kleenheat has exercised its right to disconnect supply of Gas to the Premises pursuant to:

- (a) clause 17 and the Customer provides access to the Meter Equipment; and
- (b) clause 24 and the Customer has ceased to so obtain supply and has paid, or made an arrangement to pay, for the supply so obtained,

Kleenheat will reconnect the supply of Gas to the Premises, subject to the Customer Service Code, if the Customer makes a request for reconnection and pays Kleenheat for its reasonable reconnection fee.

#### **25.2 Reconnection circumstances**

Kleenheat will, subject to the provisions of any law reconnect supply if:

- (a) within 10 Business Days after disconnection for non-payment of a bill, the Customer pays the overdue amount or makes an arrangement for its payment;
- (b) within 10 Business Days after disconnection for denial of access to the Meter Equipment, the Customer provides access to the Meter Equipment;
- (c) within 10 Business Days after disconnection for unlawful consumption of Gas, the Customer pays for the Gas consumed; or

- (d) within 20 Business Days after disconnection in any Emergency for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified,

and the Customer pays any reasonable reconnection fee.

### **25.3 Timing**

If Kleenheat is under an obligation to reconnect a Customer under this clause and the Customer makes a request for reconnection:

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

Where Kleenheat notifies the Network Operator of a request for reconnection within a reasonable time of Kleenheat receiving the request for reconnection, the Network Operator shall reconnect the Customer in accordance with the time periods specified above.

## **26 Termination**

### **26.1 Disconnection at Customer's request**

This Agreement is terminated if Kleenheat procures the disconnection of the Premises at the Customer's request (other than an agreed temporary disconnection).

### **26.2 Termination by notice**

Either party may terminate this Agreement by giving not less than 3 Business Days' prior written notice to the other party.

### **26.3 Kleenheat's termination rights**

Without prejudice to any other right or remedy and in addition to any statutory or other right to suspend or cut off the supply of Gas to the Premises, Kleenheat may terminate this Agreement by giving 10 Business Days' written notice if the Customer:

- (a) commits a substantial breach of this Agreement;
- (b) becomes insolvent;
- (c) goes into liquidation; or
- (d) commits an act of bankruptcy.

Kleenheat must not terminate this Agreement if the Customer commits a breach of this Agreement unless Kleenheat has:

- (a) a right to disconnect supply under this Agreement, a written law or a relevant code; and
- (b) disconnected supply at all supply addresses of the Customer covered by this Agreement.

### **26.4 When termination takes effect**

Despite any other provision of this Agreement, the termination of this Agreement by Kleenheat or the Customer does not have effect until:

- (a) in the case of termination because the Customer has entered into another customer contract with Kleenheat, the cooling-off period (if any) for that other contract expires;
- (b) in the case of termination because the Customer has entered into a customer contract with another retail supplier, the customer is transferred to the other retail supplier in accordance with the retail market rules for the distribution system concerned; or
- (c) in the case of termination following disconnection, the Customer no longer has any right to reconnection under the provisions of this Agreement, a written law or a relevant code.

### **26.5 Events upon termination**

If this Agreement is terminated:

- (a) Kleenheat may arrange for a final meter reading and for disconnection on the day on which this Agreement ends;
- (b) Kleenheat may issue a final bill to the Customer;
- (c) Kleenheat may, subject to the provisions of any written law or code, charge the Customer a fee for the final meter reading, disconnection and final bill;
- (d) Kleenheat or the Network Operator may remove any Network equipment at any time after the day on which this Agreement ends;
- (e) the Customer must allow Kleenheat or the Network Operator safe and unrestricted access to the Premises for the purpose of removing Network equipment; and
- (f) if the Customer wants Kleenheat to again supply Gas to the Customer, the Customer must enter into a new customer contract with Kleenheat.

#### **26.6 Survival of obligations**

Notwithstanding termination, the Customer's obligations under this Agreement prior to termination continue until Kleenheat has received all money payable to it in relation to this Agreement and specifically, the Customer remains liable to pay for all Gas delivered to the Premises after termination.

### **27 Title and Risk**

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

### **28 Exclusions**

#### **28.1 No warranty**

The Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law) (CCA) as well as State and Territory laws guarantee certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of consumer goods sold in Australia. These guarantees cannot be modified nor excluded by any contract. Nothing in this Agreement purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the CCA and other laws. Except as expressly set out in this Agreement and the CCA, Kleenheat makes no additional express guarantees, warranties or other representations under this Agreement. Kleenheat's liability in respect of these warranties is limited to the fullest extent permitted by law.

#### **28.2 Consequential loss**

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

### **29 Indemnity of Kleenheat**

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

### **30 Notices**

Any notice given to a party must be in writing and delivered by facsimile or prepaid letter to the number or address of that party set out in this Agreement for such purposes (or such other address as the party may by notice substitute) and will be considered to have been received in the case of facsimile, upon production of a transmission report by the recipient's machine indicating that the facsimile was transmitted in its entirety and, in the case of prepaid letter, on the second Business Day after being posted. Kleenheat has the ability to communicate electronically with the Customer, but will not do so, unless the Customer agrees.

### **31 Complaints and disputes**

A Customer may:

- (a) make a complaint to Kleenheat about Kleenheat's acts or omissions; and

- (b) if the Customer is not satisfied with Kleenheat's response to the complaint, raise the complaint to a higher level within Kleenheat's management structure; and
- (c) if after raising the complaint to a higher level, the Customer is not satisfied with Kleenheat's response, refer the complaint to the gas industry ombudsman, as appropriate.

Kleenheat will handle customer disputes and complaints in accordance with the Australian Standard on Complaints Handling (AS 4269), publish information which will assist the Customer in utilising its complaints handling process and on request will provide the Customer with information on its complaints handling process and the gas industry ombudsman scheme of which Kleenheat is a member.

### **32 Amendment of Agreement**

The standard terms and conditions can only be changed with the Economic Regulation Authority's consent, by amendment to Kleenheat's trading licence. Provided Kleenheat first obtains such consent, Kleenheat may amend, delete or introduce any term or condition of this Agreement. Kleenheat does not require the Customer's consent to amend this Agreement, but will use its reasonable endeavours to give the Customer prior notice of the amendments and will, on the date the amendments are effective, publish notice of any changes to this Agreement in a newspaper circulating in the area of the Premises and publish the change on its web page. Kleenheat will not be required to give separate notice of any change to any document incorporated into this Agreement, which document is issued by persons other than Kleenheat. If the Customer does not agree with any amendment to this Agreement, the Customer may terminate this Agreement in accordance with clause 26.

### **33 Availability of Agreement**

A copy of this Agreement or any of the documents referred to in this Agreement are available to the Customer, free of charge, from Kleenheat upon the Customer's request or by visiting Kleenheat's website at [www.kleenheat.com.au](http://www.kleenheat.com.au). The Customer can arrange to see or obtain any such copies by contacting any of Kleenheat's offices.

### **34 Access to information**

The Customer may request from Kleenheat any information which is held by Kleenheat concerning the supply of Gas to the Premises and standard meter readings for the Premises connected with the Customer's accounts, the status of the Customer's accounts, a copy of Kleenheat's Customer Service Charter, a copy of the Energy Coordination (Customer Contracts) Regulations or any relevant code, information about fees and charges payable under this Agreement, information about energy efficiency, billing data and contact details for obtaining information about Government assistance programs or financial counselling services. Kleenheat will provide standard information so requested and within a reasonable time of the request.

### **35 Confidentiality**

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

- (a) the Customer gives Kleenheat 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) Kleenheat believes the Customer has used Gas illegally and must provide Customer information to the Economic Regulation Authority or the Director of Energy Safety or the Police.

### **36 Successors and assigns**

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

### **37 Unsolicited Consumer Agreements**

- (a) The Customer has the right, at his or her discretion, to rescind a Unsolicited Consumer Agreement within the Cooling-off Period.
- (b) Kleenheat must not supply Gas to the Customer under the Unsolicited Consumer Agreement during the

Cooling-off Period .

**38 Governing Law**

This Agreement 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.

**39 Compliance with laws**

Each party's obligations under this Agreement 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 Agreement 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 Agreement.

**40 Severability**

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

**41 Waivers**

The failure to exercise or delay in exercising a right or remedy under this Agreement 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.

**42 Entire Agreement**

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

**43 Kleenheat's details**

Postal Address:	PO Box 4184, Myaree Business Centre, WA 6960
Business Address:	Campus Drive (off Murdoch Drive), Murdoch, Western Australia
Telephone number:	132 180
Email address:	info@kleenheat.com.au
Internet website address:	www.kleenheat.com.au



**SCHEDULE**  
**RESIDENTIAL/ BUSINESS CUSTOMER GAS SUPPLY**

<b>APPLICATION NO:</b>
------------------------

<b>GAS FITTERS ONLY:</b>
--------------------------

LICENCE NO.
-------------

NOTICE OF COMPLIANCE.
-----------------------

**1. Customer Details:**

Surname/Trading Name or  
 Company Name:

ACN (if applicable) .....

First names (if individual): .....

Postal address (for notices/billing): .....

Telephone (business hours): .....

(after hours) .....

Facsimile: .....

Contact person: .....

Email address: .....

**2. I/we have/have not** previously been a Kleenheat customer (if so, provide details):  
 Customer ID/Name: Address:

**3. Premises:**

Address of Premises to be  
 supplied: .....

Date supply to commence: .....

**4. Network Operator:**

Network Operator: Wesfarmers Kleenheat Pty Ltd ABN 40 008 679 543

**5. Proposed usage of Gas** (tick appropriate box):

... Residential / Domestic

... Non-Residential / Business

... Other (insert details)

**6. RESIDENTIAL CUSTOMERS ONLY ANSWER THIS QUESTION (Please tick)**

**I am/We are the:**      ... Tenant      ... Owner      ... Builder      ... Owner/Builder

*If you are a tenant, please complete the Agent/Landlord details below*

Agent/Landlord Name .....

.....  
Agent/Landlord Address

.....  
.....  
Agent/Landlord  
Telephone

**7. NON/RESIDENTIAL BUSINESS CUSTOMERS ONLY ANSWER THIS QUESTION**

Registered Company Name

.....  
.....  
ACN

.....  
Trading Name

.....  
.....  
Estimated annual gas consumption (GJ per annum)

**8. IDENTIFICATION**

Driver's Licence details

Driver's Licence No:

State issued:

.....  
Date of Birth

**9. COMMENCEMENT DATE**

**10. EMAIL CONTACT:**

I/We would like to receive my/our bills by email only until I/we notify Kleenheat otherwise (please tick) ...

I/We understand and agree to take and pay for Gas in accordance with the terms and conditions of this Agreement, as they may be varied by Kleenheat from time to time.

I/We understand that the date on which Gas supply under this Agreement will commence will be the date specified above, or such other date as Kleenheat may nominate.

**PERSONAL INFORMATION USE AND DISCLOSURE:**

I/We understand that Kleenheat may collect personal data about me/us such as information contained in this application and any and all billing records arising from the supply of Gas to me/us.

I/We understand that if I/we do not provide this personal data, then Kleenheat will not be able to provide me/us with Gas supply or related goods or services. I/We agree that Kleenheat may use or disclose this personal data for the purposes of giving effect to this Agreement (e.g; provision of Kleenheat services, including administration of those services, notification to me/us about changes to Kleenheat services, record-keeping following termination of those services and technical maintenance) and to determine whether other products or services may be appropriate for me/us.

I/We also agree that, unless I/we tick the relevant box below, Kleenheat may use the information provided to provide me/us with information and offers relating to products, services and promotions offered by Kleenheat:

I/We do NOT wish to receive information or offers from Kleenheat relating to new products, services or promotions (please tick) ...

I/We agree that, unless I/we tick the relevant box below, Kleenheat may exchange or disclose my/our personal data to third parties such as market research companies or other companies who wish to offer me/us products or services.

I/We do NOT wish my/our personal information to be disclosed to market research companies or similar third parties (please tick) ...

I/We understand that I/we may access personal data that Kleenheat holds about me/us, by initially contacting Kleenheat's Customer Service Centre by email at [info@kleenheat.com.au](mailto:info@kleenheat.com.au) or by telephone on 132180. (Note: further information about Kleenheat's privacy policy is contained on Kleenheat's website: [www.kleenheat.com.au](http://www.kleenheat.com.au)).

**CREDIT APPLICATION:**

I/We acknowledge that:

- (a) prior to Kleenheat accepting my/our application or at any time during the term of this Agreement, Kleenheat may request I/we complete Kleenheat's standard Credit Application; and
- (b) if Kleenheat makes such a request, it shall be a condition of Kleenheat's acceptance of my/our application or to the continuing supply of Gas under this Agreement that I/we enter into such a Credit Application.

**LEGALLY BINDING CONTRACT:**

I/We understand that by entering into this Agreement, I/we am entering into a legally binding contract.

**SIGNED** by the Customer )  
 )  
 ) .....  
 ) Signature  
 on 20.. )

in the presence of: .....  
 Name

.....  
 Witness  
 .....  
 Name of Witness

**ACCEPTED** for and on behalf )  
 of **Wesfarmers Kleenheat Gas Pty Ltd** )  
 by its duly authorised officer ) .....  
 on 20.. ) Signature

in the presence of: .....  
 Name, Position (Print)

.....  
 Witness  
 .....  
 Name of Witness

ANNEXURE

**Fees and Charges: Margaret River and Leinster**

<b>Fees and Charges:</b>
Supply Charge
Account Application Fee
Meter Testing Fee
Special Meter Reading Fee
Reconnection Fee
Overdue Notice Fee
Cheque Dishonour Fee

## **IMPORTANT NOTICE**

### **UNSOLICITED CONSUMER AGREEMENTS**

This Notice applies to any unsolicited consumer agreement. If this is not an unsolicited consumer agreement, this Notice does not apply.

#### **Your right to cancel this agreement**

If this is an unsolicited consumer agreement then:

- (a) You have a right to cancel this agreement at any time within 10 business days from and including the business day after you signed the agreement or (if the agreement was negotiated by telephone) received the agreement document.
- (b) You also have a right to cancel this agreement at any time within 3 months from and including the day after you signed the agreement or (if the agreement was negotiated by telephone) received the agreement document 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 agreement at any time within 6 months from and including the day after you signed the agreement or (if the agreement was negotiated by telephone) received the agreement document 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).

#### **How to exercise your right of cancellation**

You may cancel this agreement in any of the following ways:

- (a) by telling us over the telephone or in person;
- (b) by giving us a written notice, either personally or through the mail addressed to our address specified on the front page of this agreement; or
- (c) by sending us an email to our e-mail address specified on the front page of this agreement; or
- (e) by sending us a fax to our fax number specified on the front page of this agreement.

You may use the form of notice attached to this agreement to let us know you would like to cancel the agreement, although you are not obliged to use this form.

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

We are not allowed to supply you with gas or accept or ask for any payment for gas at any time within 10 business days from and including the day after you signed the agreement or (if the agreement was negotiated by telephone) received the agreement document,

**Notice of Cancellation**

**To:**

Wesfarmers Kleenheat Gas Pty Ltd

**From:**

Name of consumer:

Service address:

**I WISH TO CANCEL THIS AGREEMENT**

Signed by consumer:

Date: