



Commercial Electricity Supply

Small Use Commercial Customer
Standard Terms and Conditions
Alinta Sales Pty Ltd



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1 WHAT THESE TERMS AND CONDITIONS ARE ABOUT

These are the terms and conditions forming part of the legally binding *contract*¹ 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 *Particulars of Contract* 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 an 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.

We must not supply *you* with electricity during the *cooling-off period* unless *you* give *us* notice requesting *us* to do so.

We will commence charging *you* for electricity used at the *supply address* from the *supply date*.

If the electricity at the *supply address* is not turned off before *we* commence supplying *you* with electricity under this *contract*, and the *network operator* does not do a final *meter* reading on the day the previous customer moved out of the *supply address*, *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*.

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*.

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*.

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

¹ In this document *we* use *italics* to show *you* that some terms are defined in clause 36.

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 4.2]; and
- [c] overdue notices [see clause 7.2]; and
- [d] final *meter* readings [see clause 25.4]; and
- [e] turning off *your* electricity in some circumstances [see clauses 20.1, 20.2, 20.4, 20.7 and 25.4]; and
- [f] turning *your* electricity back on in some circumstances [see clauses 20.1, 20.2, 20.4, 20.7 and 20.8]; and
- [g] removing or physically disconnecting the *meter* [see clause 22]; and
- [h] replacing or physically reconnecting the *meter* [see clause 22]; and
- [i] other non-standard connection costs.

We can charge other *fees* as well.

We will *publish* the *fees* [see clause 36.2 about how *we* *publish* things].

3.3 Changing the price and the fees

We can change any *fee*, and add new *fees* or remove *fees*, from time to time. When *we* do so, *we* will *publish* the changed *fee*, or the new *fee*, and the date from which the change commences [see clause 36.2 about how *we* *publish* things].

Unless another date is specified by us, the *fee* will change on the *published* date.

If *we* have agreed a fixed *contract term* with *you* and the *price* is specified in the *Particulars of Contract*, *we* cannot change the *price* without your prior agreement during the *contract term*, except as provided in clauses 3.4, 3.5, 3.6 and 3.7.

If you continue to use electricity after the contract has ended, *we* may change the *price* and the *fees* as provided for in clauses 25.4 and 29.

3.4 Adjustments for changes in CPI

This clause only applies if the *Particulars of Contract* specify that CPI adjustment applies to the *contract*.

The *price* [including both the *off-peak energy price* and the *peak energy price*, if specified in the *Particulars of Contract*] shall be redetermined on each *price adjustment date* by application of the following formula, calculated to 3 decimal places:

$$AP = BP \times \left[\frac{CPI_n}{CPI_B} \right]$$

where:

“**AP**” means the relevant adjusted *price* applying on and from the *price adjustment date*;

“**BP**” means the relevant *price* applying as at the date this *contract* comes into effect [see clause 28], as specified in the *Particulars of Contract*;

“**CPI**” means the Consumer Price Index [All groups] [Perth] published by the Australian Bureau of Statistics [“Bureau”] under Catalogue Number 6401.0 from time to time, of if the Consumer Price Index for Perth [All Groups] ceases to be published, the index substituted for it by the Bureau, and if no index is so substituted, such alternative index as we may select acting reasonably;

“**CPI_n**” means the CPI for the *quarter* ending 31 March immediately preceding the relevant *price adjustment date*; and

“**CPI_B**” means the CPI for the *quarter* ending 31 March immediately preceding the *supply date*.

Despite the earlier provisions of this clause, in no event shall the *price* reduce on and following a *price adjustment date* by force of this clause.

We will notify you of the adjusted *prices* which apply from the *price adjustment date* in *your* next bill following the *price adjustment date*.

3.5 Adjustments for change in Relevant Taxes

If a change in a *relevant tax* occurs, or a new *relevant tax* is imposed, we may adjust the *price* [including both the *off-peak energy price* and the *peak energy price*, if specified in the *Particulars of Contract*] to the extent necessary to reflect that proportion of the effect of that change in *relevant tax* or new *relevant tax* which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of electricity we supply to *you*.

3.6 Adjustments for Change in Law

If a *change in law* occurs, we may adjust the *price* [including both the *off-peak energy price* and the *peak energy price*, if specified in the *Particulars of Contract*] to the extent necessary to put *us* into the position we would have been in under this *contract* had it not been for the *change in law*.

3.7 Adjustments to the Network Access Tariffs

If a change in the *network access tariffs* occurs, or a new *network access tariff* is imposed, we may adjust the *price* to the extent necessary to reflect that proportion of the effect of the new or change in *network access tariffs* which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of electricity we supply to *you*.

If *you* change the rate at which *you* use electricity, we may adjust the *price* to the extent necessary to reflect that proportion of any increase in *network access tariffs* which we estimate in good faith is fairly attributable to or payable by *you*, taking into account the amount of electricity we supply to *you*.

3.8 Timing of adjustments

If we make an adjustment under clauses 3.4, 3.5, 3.6 or 3.7:

- [a] the adjustment takes effect on and from:
 - [i] the *price adjustment date* [as defined in clause 36.1];
 - [ii] the change in, or imposition of the new, *relevant tax*;
 - [iii] the *change in law*; or
 - [iv] the change in, or imposition of new, *network access tariffs*,
- [as the case may be]; and
- [b] we must notify *you* as soon as is practicable of the adjusted *price* or *prices* and the adjusted *price* or *prices* will replace the then current *price* or *prices* and be effective for all purposes under this *contract* with effect on and from the date referred to in paragraph [a].

4 HOW WE CALCULATE THE QUANTITY OF ELECTRICITY YOU HAVE USED

4.1 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 8 explains what will happen if we undercharge *you* or overcharge *you*.

4.2 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 8 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.]

5 WE CAN BASE YOUR BILL ON ESTIMATES OF YOUR ELECTRICITY USE

If we don't have an actual *meter* reading available in time to

prepare *your* bill [for example, if it wasn't possible to access *your meter* to read it] and it is reasonable for *us* to do so, *we* can use estimates of the quantity of electricity *you* use. If *we* use estimates, then in accordance with clause 4.8 of the *Code*:

- [a] *we* will say on *your* bill that *we* have done so; and
- [b] *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
- [c] 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.

6 HOW WE WILL BILL YOU

6.1 When bills are issued

We will bill *you* within 7 *business days* of the end of each *billing period*.

6.2 How bills are issued

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

6.3 Contents

Each bill will show the information referred to in clause 4.5[1] of the *Code*, other than the information in clause 4.5[1](bb) of the *Code*, which *you* agree the bill is not required to show.

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].

6.4 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.

7 PAYING YOUR BILL

7.1 You must pay your bill

For each bill, *you* must pay the full amount payable by the due date, which is within 14 days of the date of the bill.

We will give *you* options as to how *you* can pay *your* bill.

The bill will show the options available, which may include [depending on *your* circumstances]:

- [a] paying by electronic funds transfer; and
- [b] paying by BPay; and
- [c] paying by credit card over the telephone and online [subject to dollar limits *we* may impose from time to time]; and
- [d] any other payment options *we* may decide to make available to *you* from time to time.

7.2 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 7.4 explains how *we* set the interest rate]; and
- [b] *we* can turn off *your* electricity [clause 20.1 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*.

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.

7.3 If you are having trouble paying

If *you* can't afford to pay *your* bills that *you* owe *us*, *you* should let *us* know as soon as possible.

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

7.4 Interest rate

The interest rate *you* pay on amounts *you* haven't paid *us* will be an annual interest rate which is equal to:

- [a] the maximum rate of interest applicable to overdrafts on the date the amount was due for payment, as published from time to time by the Bank of Western Australia Ltd; or
- [b] if that rate cannot be determined, an overdraft rate published by another bank carrying on banking business in Australia on that date, as determined by *us*.

Interest on any unpaid amount:

- [c] accrues daily at the interest rate for each day from the day on which the amount became due and payable until the date the amount [together with accrued interest] is paid to *us*; and
- [d] is payable on the first *business day* of each month; and
- [e] is calculated on actual days elapsed and a 365 day year; and

- [f] is capitalised on the first *business day* of each month after the due date for payment of such interest if not paid when due.

7.5 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*:

- [c] 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
- [d] may require *you* to pay the unpaid amount; and
- [e] must tell *you* that *you* may request that *we* arrange a test of the *meter*; and
- [f] 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.

8 IF WE UNDERCHARGE OR OVERCHARGE YOU

8.1 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*.

Unless otherwise agreed by *us*, *you* must pay the correcting payment on the due date for payment described in the bill on which it appears. *We* will not charge *you* interest on a correcting payment if *you* pay it by the due date.

Clause 20.7 explains what happens if *we* undercharge *you* because of fraud, or because *you* have breached the *contract* [for example, by bypassing the *meter*].

8.2 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 in *your* next bill after we tell *you* about it; and

[c] we will not pay *you* interest on the correcting refund.

You can choose whether we make the correcting refund as:

[d] a credit to *your* account; or

[e] a payment to *you*.

9 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.

10 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 there is a significant change in the way *you* use electricity [for example, *you* increase the rate at which *you* use electricity at the *supply address* as a result of installing new electrical equipment].

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

[d] if *you* change something at the *supply address* which makes access to the *meter* more difficult; or

[e] if *you* are planning a change to *your equipment* which might affect the quality or safety of any electricity supply to *you* or anyone else; or

[f] if *you* become aware of any problem with the *network equipment* at or reasonably close to the *supply address*.

11 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*.

12 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.

13 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]* 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.

You must safeguard the *network equipment* and must indemnify and keep indemnified *us*, the *network operator* and their officers, servants, agents, contractors and consultants against all losses, claims, costs and expenses any such person may suffer or incur as a result of any damage to or failure of the *network equipment* which is caused by *your* act or omission or *your equipment*.

14 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* free of charge 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:

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

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.

15 MOVING INTO THE SUPPLY ADDRESS

15.1 New electricity connection

If the *supply address* does not have 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.

Unless we agree otherwise with *you*, we will forward a request on *your* behalf to the *network operator* to connect *you* to a new electricity connection at a new *supply address* and turn on *your* electricity at the new *supply address* within the time period required under the *Code* once:

- [e] *you* have provided *us* with acceptable identification; and
- [f] *you* have agreed to pay all relevant *prices* and *fees*; and
- [g] *you* have provided *us* with contact details for billing; and
- [h] *you* have provided *security* if we have required it [see clause 15.3 below]; and
- [i] *you* have no outstanding debt relating to the supply of electricity by *us* [other than debt which is either the subject of a dispute or for which we have agreed to an alternative payment plan with *you*]; and
- [j] *you* have arranged for *us* to be provided with any notices and other information that we have requested.

15.2 Existing electricity connection

If the *supply address* has 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.

Unless we agree otherwise with *you*, we will forward a request on *your* behalf to the *network operator* to turn on *your* electricity at the *supply address* within the time period required under the *Code* once:

- [e] *you* have provided *us* with acceptable identification; and
- [f] *you* have agreed to pay all relevant *prices* and *fees*; and
- [g] *you* have provided *us* with contact details for billing; and
- [h] *you* have provided *security* if we have required it [see clause 15.3 below]; and

- [i] *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
- [j] *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 *your* electricity to be turned on in accordance with the standards maintained by the *network operator*.

15.3 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 20.1, under the *contract* or a previous contract; or
- [d] in *our* opinion, *your* financial condition has changed increasing *your* credit risk; or
- [e] *we* otherwise agree with *you* that *security* is required.

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

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

The amount of the *refundable advance* will be no greater than 1.5 times the average bill if *you* are on quarterly billing, and 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 trust account and separately identified in *our* accounting records. Interest will accrue on the *refundable advance* at the bank bill rate [as defined in the *relevant regulations*]. *We* will advise *you* of the bank bill rate if you ask us to. Interest will accrue daily and will be capitalised every 90 days.

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

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

- [h] if *you* have failed to pay a bill resulting in electricity being turned off at *your supply address*; or

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

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

Where *you* have provided a *refundable advance* as *security* in accordance with this clause and *you* have completed 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*.

16 TRANSFERRING CUSTOMERS

If at the time of entering into this *contract*, *you* are supplied electricity at the *point of supply* by an electricity retailer other than *us*, *we* will begin to supply *you* with electricity under this *contract* on the date *you* are transferred from the other electricity retailer to *us* by the *network operator* in accordance with the *Electricity Industry Customer Transfer Code 2004* [WA].

17 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*].

18 IF THINGS HAPPEN BEYOND OUR CONTROL

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

Events beyond *our* control include:

- [a] act of God including fire, explosion, earthquake, landslide, flood, washout, lightning and cyclones; and
- [b] strikes, lockouts, stoppages, restraints of labour and other industrial disturbances; and
- [c] acts of the enemy including wars, terrorism, blockades or insurrection; and
- [d] riots and civil disturbances; and

- [e] valid laws of the Commonwealth; and
- [f] valid laws of the *State*; and
- [g] unavoidable accidents involving, or break down of or loss or damage to, any plant, machinery, equipment or *network equipment* necessary to enable *us* to supply electricity to *you*; and
- [h] any shutdown of or interruption to *network equipment* which is validly required or directed by any *government agency* or the *network operator* having authority to so require or direct; and
- [i] any shutdown of or interruption to *network equipment* required to conform with design or regulatory limits on transmission or distribution facilities, whether arising due to environmental conditions or circumstances or otherwise; and
- [j] failure of suppliers to supply fuel, electricity, equipment or machinery; and
- [k] any other failure of or constraint in connection with the *SWIS* or the transportation or distribution of electricity by the *network operator*; and
- [l] collisions or accident.

If an event beyond *our* control occurs, *we* will:

- [m] take all reasonable steps to ameliorate and remedy the consequences of that event without delay; and
- [n] resume full performance of *our* obligations under this *contract* as soon as reasonably practicable.

19 WE CAN CHANGE THESE TERMS AND CONDITIONS

19.1 How we can change these terms and conditions

We can change these terms and conditions without *your* consent. When *we* do so, *we* will notify *you* of the changed terms and conditions and the date from which the change commences.

The terms and conditions will change on the notified date.

19.2 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.

20 WHEN YOUR ELECTRICITY CAN BE TURNED OFF, AND WHEN IT WILL BE TURNED ON AGAIN

20.1 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 *you* haven't agreed to an offer by *us* of an alternative payment plan for the amount *you* owe *us* [if any], *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 five [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 one [1] day after that date.

If *you* agree to *our* offer of an alternative payment plan [if any], 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.

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* 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 if *our contract* with *you* has not ended.

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*:

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

20.2 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] *you* must have denied access to the *meter* for at least 12 consecutive months; and
- [b] we will give *you* five [5] *business days* written notice where we ask *you* for access to the *supply address* for the *network operator* to read the *meter* and advise *you* that we can arrange for the *network operator* to turn *your* electricity off; and
- [c] we will give *you* a chance to give the *network operator* access by some other reasonable means; and
- [d] where appropriate, we will arrange for the *network operator* to inform *you* of other meters which are suitable for *your supply address*; and

- [e] we will try to contact *you* personally, by telephone or in writing; and
- [f] we will give *you* a written disconnection notice five [5] *business days* before *your* electricity is actually turned off.

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 if *our contract* with *you* has not ended. We can charge *you* a *fee* for arranging for the *network operator* to turn *your* electricity back on.

20.3 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.

20.4 Health or safety reasons

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

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

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

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

20.5 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.

20.6 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.

20.7 Unauthorised use of electricity

We can arrange for the *network operator* to turn off *your* electricity without giving notice to you:

- [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 if *our contract* with *you* has not ended.

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.

20.8 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 15. Before *your* electricity is turned off for this reason, we will give *you* a written disconnection notice five [5] *business days* before *your* electricity is actually turned off.

If *you* pay the *refundable advance* within ten [10] *business days* after we turn *your* electricity off, we will turn *your* electricity back on if *our contract* with *you* has not ended.

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

20.9 Other circumstances

Clause 25.2 describes additional circumstances where we can arrange for the *network operator* to turn off *your* electricity.

21 WHEN YOUR ELECTRICITY CANNOT BE TURNED OFF

Subject to clauses 20.3 to 20.5, *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 20 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 3.00pm on Monday to Thursday; or
- [h] after 12.00 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.

22 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*.

23 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 <i>you</i> ask <i>us</i> to turn <i>your</i> electricity back on we will ask the <i>network operator</i> to turn <i>your</i> electricity on then the <i>network operator</i> will try to have <i>your</i> electricity back on ...
before 3.00pm 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 3.00pm 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 3.00pm on a <i>business day</i> or on a day which is not a <i>business day</i>
after 3.00pm 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 3.00pm 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 3.00pm 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 or if *our contract* with *you* has ended.]

In relation to *regional areas*:

If <i>you</i> ask <i>us</i> to turn <i>your</i> electricity back on we will ask the <i>network operator</i> to turn <i>your</i> electricity on then the <i>network operator</i> will try to have <i>your</i> electricity back on ...
before 3.00pm 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 3.00pm 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 3.00pm on a <i>business day</i> or on a day which is not a <i>business day</i>

after 3.00pm 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 3.00pm 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 3.00pm 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 or if *our contract* with *you* has ended.]

24 GREENPOWER

24.1 Application of clause

The following conditions apply to the *contract* if the *Particulars of Contract* specify that *you* have nominated a percentage of *GreenPower*.

24.2 Our Obligations

- [a] *We* agree that in respect of each *contract year* *we* will acquire or be entitled to rights to *GreenPower* equivalent to the nominated percentage of *GreenPower* specified in the *Particulars of Contract* multiplied by the aggregate amount of electricity *we* supply to *you* during that *contract year*.
- [b] *We* must comply with all relevant requirements of the *National GreenPower Accreditation Program* applicable to “GreenPower Providers” in performing *our* obligations under clause 24.2[a]

24.3 Changes to Percentage of GreenPower

- [a] If at any time during the *supply period* *you* wish to vary the nominated percentage of *GreenPower* specified in the *Particulars of Contract* for the purposes of clause 24.2[a], *you* may do so by providing notice in writing to *us*.
- [b] A notice under clause 24.3[a] must nominate the amended percentage and the date from which it is to apply [which date must be not less than 30 days following the date of *your* notice unless otherwise agreed by *us*].

24.4 Use of the GreenPower Logo

You agree that *you* will only use the GreenPower logo if *you* are permitted to do so under the GreenPower Logo Usage Guidelines available from time to time on the GreenPower website [<http://www.greenpower.gov.au>].

24.5 Increase in Price for GreenPower

- [a] *You* agree that for each *billing period* the *price* payable by *you* for electricity supplied under the *contract* will be increased by the amount of 4 cents per *unit* in respect of the nominated percentage of *GreenPower* specified in the *Particulars of Contract* multiplied by the aggregate amount of electricity *we* supply to *you* during that *billing period*.

- [b] We will show you the additional amount payable by you in respect of *GreenPower* separately on each bill.

25 ENDING THE CONTRACT

25.1 You can end the contract

You can end the *contract* at any time, but [unless clause 29 applies] you must give us at least 20 *business days* notice of the day you want the *contract* to end and we may charge you the *early termination charge*.

You can end the *contract* within the *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 limiting clause 20], 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 [if we agree to do so] we can require you to give us a *refundable advance*. This *refundable advance* will be incorporated as a special condition to the *contract*.

If we end the *contract* under this clause, we may also charge you the *early termination charge*.

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. At that time, the new contract applies.

The *contract* ends immediately after the last day of the *contract term*.

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 [if it is not already turned off]; 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.

Subject to clause 29, 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.

If *you* continue to use electricity after the *contract* has ended, and before *your* electricity supply has been physically disconnected, *you* must pay for the electricity as if it had been supplied under this *contract* before it ended, however the *prices* and *fees* that are payable may be changed by us, at our sole discretion, by:

[c] replacing the *contract prices* and *fees* with the continuing electricity supply *prices* and *fees* as published by us on our website from time to time; or

[d] where the continuing electricity supply *prices* and *fees* as published by us on our website from time to time are lower than the *contract prices* and *fees*, increasing the *contract prices* and *fees* by 10%.

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* to any person or company, unless *we* first agree that the person or company has reasonable commercial and technical capability to perform *your* obligations under the *contract* and that person or company enters into an agreement with *us* acknowledging *our* rights under this *contract* and undertaking to observe and perform all *your* obligations under this *contract*.

If *you* intend to dispose of land and buildings *you* own at the *supply address* on or within which *network equipment* is located, *you* must, if requested by *us* prior to such disposal, grant *us* such easements or other rights in such form as *we* may reasonably require to establish, confirm or exercise rights granted to *us* under this *contract*.

27 WE CAN ASSIGN THE CONTRACT

We can assign, transfer, novate, subcontract or otherwise dispose of all or part of *our* rights or obligations the *contract*, without notice to *you*, to any person or company. If *we* do, *we* will tell *you* about the assignment, either before or as soon as is reasonably practicable after it happens.

If we novate the *contract* or cause another party to assume our obligations under the *contract*, we will procure that the assignee enters into an agreement with you acknowledging your rights under this *contract* and undertaking to observe and perform all our obligations under this *contract*.

28 DURATION AND INTENDED SUPPLY DATE

The *contract* will come into effect when we accept your offer set out in the *Particulars of Contract*. The *contract* will continue from that day unless you or we end the *contract*, or the *contract term* ends, under clause 25.

Subject to clauses 15.1, 15.2 and 16, if the *Particulars of Contract* specify an "Intended Supply Date", we will do our best to make the necessary arrangements to commence supplying you with electricity at the *point of supply* on that date.

29 SUPPLY AFTER EXPIRY

Between two [2] months and one [1] month before the date the *contract term* will expire, we will notify you in writing of:

- [a] the day that the *contract term* is due to expire;
- [b] the options for supply available to you after expiry of the *contract term*; and
- [c] the terms and conditions under which we will sell electricity to you after expiry of the *contract term*.

Unless otherwise agreed with you, after the expiry of the *contract term*, we may continue to supply electricity to you on the same terms and conditions as the *contract* on the date of expiry [other than in respect of the *contract term* and the increasing of, in accordance with clause 25.4, the prices and fees that are payable] or end the *contract* at any time by giving notice to you that it has ended or will end on a particular date. Clause 25.4 will apply if we end the *contract* under this clause.

30 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 20.7; 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.

31 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 [whether direct or indirect]; 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, disruptions or fluctuations. If any of these circumstances arise, *you* may be eligible for a payment from the *network operator* under the *Electricity Industry [Network Quality and Reliability of Supply] Code 2005 [WA]*. *You* can obtain more information about this payment by contacting the *network operator*.

32 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.

33 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.

34 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.

35 GST

Unless *we* state otherwise, the *price* and *fees* are GST exclusive.

In addition to the *price* and *fees* payable by *you* to *us*, *you* must pay to *us* an amount equal to any GST *we* are liable for in relation to 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], fees or other amounts payable to *us* under the *contract*.

36 INTERPRETATION

36.1 Definitions

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

“**annual quantity**” means, if *we* have supplied *you* with electricity under this *contract* for:

- [a] at least 12 months prior to the date upon which *we* cease supplying electricity to *you*, the quantity of electricity *you* have used during the first *contract year*; or
- [b] less than 12 months prior to the date upon which *we* cease supplying electricity to *you*, the quantity of electricity that *we* would have supplied to *you* over a 12 month period if *we* supplied *you* at the same average rate as *we* did supply *you* up to the date supply ceased; and

“**billing period**” means the following periods determined in the order appearing:

- [a] the period [if any] beginning on the *supply date* and ending on the expiration of the calendar month in which that *supply date* occurs; and

[b] consecutive periods of one calendar month, the first beginning on the expiration of the billing period determined in accordance with paragraph [a] and the last of which expires on, or not more than 1 month prior to, the date this *contract* is ended; and

[c] the period [if any] commencing on the expiration of the billing period determined in accordance with paragraph [b] and ending on the last day of the *contract term*; and

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

“change in law” means a change in an existing *law* or the imposition of a new *law*, which:

[a] directly or indirectly, results in an increase in *our* cost of producing, conveying, supplying or selling electricity to *you* under this *contract* [including, without limitation, which results in an increase in the costs of purchasing *renewable energy certificates* or costs of acquiring carbon emissions certificates or permits]; and

[b] is not a change to or imposition of a *relevant tax*; and

“Code” means the *Code of Conduct For the Supply of Electricity to Small Use Customers 2008* [WA]; 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*, being the period commencing on the date *we* notify *you* that *we* have accepted *your* offer to enter into the *contract* as specified in the *Particulars of Contract* and ending on the last day of the *supply period*; and

“contract year” means a period of 12 months beginning on the *supply date* or on any anniversary of the *supply date*, provided that in the event this *contract* ends otherwise than on an anniversary of the last day of the first *contract year*, the last *contract year* will commence on the *supply date* or any anniversary of the *supply date* and end on the date this *contract* ends; and

“cooling-off period” means the period of 10 days after *you* enter into the *contract*; and

“customer charter” means the Alinta Customer Charter in effect from time to time; and

“early termination charge” means the charge payable by *you* if:

[a] *you* end the *contract* for *your* convenience before the expiry of the *contract term* under clause 25.1; or

[b] *we* end the *contract* under clause 25.2,

which is calculated as follows:

$$\text{ETC} = \text{AQ} \times \text{MTF} \times \text{P} \times \text{RCT}$$

where:

“AQ” means the *annual quantity*; and

“**ETC**” means the *early termination charge* payable by you; and

“**MTF**” means the *minimum take factor*; and

“**P**” [expressed in \$] means:

[i] if a *peak energy price* and an *off-peak energy price* are specified in the *Particulars of Contract*, the sum of the *peak energy price* and the *off-peak energy price* divided by 2; or

[ii] if only one *price* is specified in the *Particulars of Contract*, that amount; and

“**RCT**” means the remaining *contract term*, being the number of *contract years* and part *contract years* of the *contract term* remaining [or that would have been remaining but for the *contract* ending] on the date the *contract* ends, where a part *contract year* is calculated by dividing the number of days in the part *contract year* by 365; 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* determined by *us* from time to time and *published* by *us*; and

“**government agency**” means a government or government department or other body, a governmental, semi-governmental or judicial person or a person [whether autonomous or not] charged with the administration of any applicable *law*; and

“**GreenPower**” means renewable energy that is recognised under a “GreenPower Product” under the National GreenPower Accreditation Program; 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

“**law**” means:

[a] the common law [as it applies to the *State*];

[b] all present and future Acts of the Parliament of the Commonwealth and of the Parliament of the *State*; and

[c] all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all *government agencies*.

“**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; and
 - [iv] Kalgoorlie; and

“minimum take factor” means the “Minimum Take Factor” specified in the *Particulars of Contract*; and

“MWh” means megawatt-hours; and

“National GreenPower Accreditation Program” means the program described at www.greenpower.gov.au, as that program may be amended, supplemented, renewed or replaced from time to time; and

“network access tariffs” means the charges and fees payable by *us* to the *network operator* from time to time for transmission and distribution access services; 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

“off-peak energy price” means the “Off-Peak Energy Price” [if any] specified in the *Particulars of Contract*, which is payable for electricity supplied to *you* during any *off-peak period*; and

“off-peak period” means a period that is not a *peak period*; and

“Ombudsman” means the Energy Ombudsman; and

“Particulars of Contract” means the document titled “Alinta Commercial Electricity Sale Agreement Particulars of Contract” signed by *you* to enter into the *contract*; 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] loss of or damage to *your* property; or
- [b] other similar unforeseeable circumstances as caused by circumstances outside of *your* control; and

“peak energy price” means the “Peak Energy Price” [if any] specified in the *Particulars of Contract*, which is payable for electricity supplied to *you* during any *peak period*; and

“peak period” means a period between 8.00am and 10.00pm on any Monday, Tuesday, Wednesday, Thursday or Friday; and

“point of supply” means the point at which *your equipment* is connected to the *SWIS*, as specified in the *Particulars of Contract*; and

“price” means the charge or charges for electricity as set out in the *Particulars of Contract* [which may include a peak energy price and an off-peak energy price], as may be adjusted from time to time in accordance with this *contract*; and

“price adjustment date” means each price adjustment date specified in the *Particulars of Contract*; and

“publish” means to publish a thing in the ways set out in clause 36.2; and

“quarter” means each period of 3 months beginning on 1 January, 1 April, 1 July and 1 October of each calendar year; 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 relating 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* 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

“relevant tax” means any *tax*:

- [a] relating to the production, acquisition [including deemed acquisition], conveyance, supply or sale of electricity [including, without limitation, any Tax on, or which affects directly or indirectly the cost of, goods, services or materials used by *us* to produce, acquire, convey, supply or sell electricity];
- [b] relating to any renewable energy scheme or carbon emissions or similar trading scheme implemented or administered by any *government agency*, but does not include the cost of purchasing *renewable energy certificates*;

- [c] relating to the emission of carbon or carbon compounds into the atmosphere or on any substance characterised as a greenhouse gas or greenhouse precursor gas; or
- [d] imposed upon *us* which is specific to the electricity industry; and

“**renewable energy certificate**” means a certificate which a person is entitled to be issued for generating electricity from a renewable source in accordance with any scheme implemented or administered by a *government agency* to encourage the generation of electricity from renewable energy sources; 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

“**State**” means the State of Western Australia; 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, as specified in the *Particulars of Contract*; and

“**supply date**” means the date that *we* are bound to commence supplying *you* with electricity under the *contract*, being the later of:

- [a] the date *we* enter into the *contract* with *you*;
- [b] the date that electricity at the *supply address* is turned on in accordance with clauses 15.1 or 15.2 [if applicable]; and
- [c] the date that *you* are transferred to *us* in accordance with clause 16 [if applicable]; and

“**supply period**” means the period commencing on the *supply date* and ending on the last day of the supply period specified in the *Particulars of Contract*;

“**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

“**tax**” means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding of whatever kind and whether direct or indirect; and

“**unit**” means 1 kilowatt hour of electricity; and

“**we**” and “**us**” means Alinta Sales Pty Ltd [ABN 92 089 531 984] of 12-14 The Esplanade, 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*.

36.2 How we publish things

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

- [a] advertise the thing in a *local newspaper*; or
- [b] place details of the thing on *our website*; or
- [c] 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 *Particulars of Contract* 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 37 below and will appear on each bill.

36.3 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.

36.4 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 33, 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 36 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.

36.5 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.

37 CONTACT DETAILS

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

Postal address

Locked Bag 55
PERTH WA 6849

Telephone/facsimile/e-mail

Residential Monday to Friday 8.00am to 5.00pm

Telephone 13 13 58

Facsimile 08 9486 3346

E-mail customer.services@alinta.net.au

Business Monday to Friday 8.00am to 5.00pm

Telephone 13 13 58

Facsimile 08 9486 3951

E-mail energysales@alinta.net.au

Outside WA Monday to Friday 8.00am to 5.00pm [WST]

Telephone 1800 677 945

E-mail energysales@alinta.net.au

Overseas Monday to Friday 8.00am to 5.00pm [WST]

Telephone +61 8 9486 3000

E-mail customer.services@alinta.net.au

Emergencies and Faults [Network Operator]

24 hours a day, 7 days a week

Telephone 13 13 51

Internet

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

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



Alinta Sales Pty Ltd

ABN 92 089 531 984

Locked Bag 55 Perth WA 6849

T 13 13 58 F 08 9486 3951

energysales@alinta.net.au

www.alinta.net.au