

Additional Terms & Conditions - Small Use Customers "Standard Form Contract"



Retailer details

1. Perth Energy's details are as follows:

Name:	Perth Energy Pty Ltd
ACN:	087 386 445
Registered Office:	Level 2 33 Colin Street West Perth WA 6005
Business Address;	(Same)
Postal Address:	(Same)
Telephone:	08 9420 0300
Email address:	contact@perthenergy.com.au
Website:	www.perthenergy.com.au

Contractual context

2. These Additional Terms & Conditions supplement the document "Application & Standard Form Contract for supply of electricity to Small Use Customers", and needs to be read in conjunction with that document.
3. The Contract is subject to Western Australian law and the parties consent to the jurisdiction of the Courts of Western Australia.
4. In the event of any part of the Contract being or becoming void or unenforceable, that provision shall be deemed to be deleted from the Contract without prejudice to the remainder of the Contract.
5. Both the Customer and Perth Energy agree to comply with the applicable Regulations. For clarity, Perth Energy will comply with its Retail Licence obligations and the State Government's Code of Conduct for the Supply of Electricity to Small Use Customers.
6. The Contract summarises in common language only the routine issues related to the Customer's electricity supply so as to make it more concise and easy to understand. All the other, non-routine, issues are regulated by the Code and for the most part will not directly impact the vast majority of Customers.
7. For clarity and simplicity, the Contract capitalises the initial letters of important terms and phrases and these have the meaning that a reasonable person would ascribe to them having regard to the context, the Code and other relevant Regulations (so they can be taken at face value).

8. The Contract is regulated by the Government's Economic Regulation Authority (ERA), who will ensure that it complies with the Code, and which may require Perth Energy to make adjustments to it from time to time. The ERA will also ensure that Perth Energy complies with its obligations under its Retail Licence.
9. In accordance with clause 16 of the Electricity Industry (Customer Contracts) Regulations 2005, the Customer is hereby informed that the provisions of the Contract may be amended without the Customer's consent, subject to:
 - i) there being no objection raised by the ERA, or other body of competent jurisdiction, and
 - ii) Perth Energy notifying the Customer in writing by means of a written notice delivered to the billing address.

Contract commencement

10. The Contract commences on the day that electricity is first supplied by Perth Energy to the Customer.

Contract Termination

11. The Customer may terminate the Contract at any time by either:
 - i) delivering a written Notice to Perth Energy specifying that it requires Perth Energy to arrange Disconnection on a certain time, being not less than 5 working days in the future, or
 - ii) without reference to Perth Energy, by requesting another retailer to organize for its electricity supply to be switched to that retailer.

Note: If a Customer enters into a non-standard contract and chooses to receive either a Bank Electronic Payment Discount and / or a Minimum Notice of Termination Discount, then different termination provisions apply as set out in that Non-Standard Contract.)

12. Unless the Contract is terminated earlier in accordance with its terms and conditions due to breach by either party, this Contract terminates when:
 - i) Perth Energy ceases to supply the Customer by way of either transfer of the Customer to supply by another retailer or Disconnection of the Customer, and
 - ii) The Customer has paid to Perth Energy all amounts payable.
13. The Retailer may terminate this Contract by giving written notice in the event that the Customer:
 - i) becomes insolvent, or
 - ii) goes into liquidation, or
 - iii) becomes bankrupt, or
 - iv) commits a breach of the Contract for which the retailer has a right, under the Contract or a written law, to Disconnect supply.

14. In the event of the Contract being terminated,
 - a) Perth Energy will:

- i) arrange for a final meter reading and, if appropriate, for Disconnection, and
 - ii) issue a final bill to the Customer, and
 - iii) subject to the provisions of any written law, charge the customer Disconnection Fee.
 - b) The Customer agrees that the Network Operator may, if appropriate, remove any network equipment at any time after the day on which the contract ends, and
 - c) The Customer must allow the Network Operator safe and unrestricted access to the supply premises for the purpose of removing network equipment.
Service standard
15. Perth Energy will supply electricity to the Customer and provide an Account Management Service (including the information specified on the Tax Invoice) in accordance with its Customer Service Charter and the Code. For clarity, Perth Energy will use the Network Operator's electricity network to deliver the electricity to the Customer and does not itself have any control over the network, the operation of which is subject to Regulations.

Payment for Electricity

16. The Customer will pay for all the electricity it consumes and for any additional services it consumes, in accordance with the Contract.

Discounts

17. All Discounts apply to both the Electricity Charge and the Supply Charge components specified in the Electricity Price. For example, if the Customer is eligible for the Prompt Payment Discount and the Standing Order Discount, the total discount is the summation of the respective percentages, applied to the Electricity Charge and to the Supply Charge.

Direct Debit Discount

18. In respect of collecting payment from Customers that have chosen to receive the Direct Debit Discount by ticking the appropriate box:
- i) Perth Energy will comply with the "Electronic Funds Transfer Code of Conduct".
 - ii) Perth Energy will by way of the monthly Tax Invoice notify the Customer of the amount to be debited and the date on which it will be debited.
 - iii) If the Customer objects to the amount proposed to be Direct Debited, it will notify Perth Energy as soon as practicable. Otherwise, the Customer will be deemed to have consented to the amount but without prejudice to its other rights.
 - iv) The Customer may cancel its Direct Debit Discount at any time, in which case, payment by Direct Debit will be cancelled immediately.
 - v) In the event of the Customer's bank dishonouring a legitimate request for payment by Direct Debit, the Direct Debit Discount will be cancelled for that month.
 - vi) In the event of the Customer's bank dishonouring a legitimate request for payment by Direct Debit on two occasions within any 8 month period, the Customer will render itself ineligible for the Direct Debit Discount and will be deemed to have requested Perth Energy to terminate that facility.

Standing Order Discount

19. In respect of collecting payment from Customers that have chosen to receive the Standing Order Discount by ticking the appropriate box:
- i) The Fixed Monthly Amount is the Customer's total amount paid over the 12 months prior to supply commencement divided by 12, and as subsequently revised from time.
 - ii) The Fixed Monthly Amount is payable to Perth Energy on an agreed day of each calendar month being approximately the 12th business day after the issue of the Tax Invoice, which date will be stated in the Letter of Acceptance.
 - iii) Perth Energy will include on the monthly Tax Invoice the cumulative amount of any overpayment or underpayment.
 - iv) The Customer may request repayment by cheque of any overpayment once per 6 month period, subject to the amount being a minimum of \$200.
 - v) The Customer may require recalculation of the fixed monthly amount at any time, but not more frequently than once per 6 months.
 - vi) In the event of a systematic underpayment occurring and the cumulative amount exceeding the higher of a) \$500 or b) 10% of the Fixed Monthly Amount, Perth Energy may once in any 12 month period recalculate the Fixed Monthly Amount and inform the Customer by a notice on the Tax Invoice preceding commencement of the new amount. On receipt of such a notice, the Customer agrees to either notify its bank accordingly or to file a written Complaint with Perth Energy if it has an objection.
 - vii) Article 36 does not apply in respect of Customers that are complying with their Standing Order Discount obligations.
 - viii) The Customer may cancel its Standing Order Discount at any time by cancelling its Standing Order and notifying Perth Energy in writing.
 - ix) In the event of the Customer's bank failing to make a payment by Standing Order as required, the Standing Order Discount will be cancelled for that month unless non-payment was due to a verifiable bank error.
 - x) In the event of the Customer's bank failing to make a payment by Standing Order as required, and such failure not being due to a verifiable bank error, on any two or more occasions within any 8 month period, the Customer will render itself ineligible for the Standing Order Discount and will be deemed to have requested Perth Energy to terminate that facility.
 - xi) On termination of the Contract, the final invoice to the Customer shall specify any overpayment or underpayment. Any overpayment shall be immediately refunded to the Customer by cheque. Any underpayment shall be payable by the Customer by the Due Date.

Payment by credit card

20. The Customer may pay its Tax Invoice by means of a widely accepted credit card.

Note: For clarity, if the customer so elects, it will not be eligible for either the Standing Order Discount or the Direct Debit Discount under a Non-Standard contract.

Billing

21. Perth Energy will issue to the Customer bills based on Metering Data provided by a properly authorized Metering Agent (which is currently the Network Operator).
22. In the event of Meter Data being unavailable for any reason, the Metering Agent will estimate the missing data in accordance with the Regulations and the bills will be based on those estimates.
23. Perth Energy will not change Metering Data in any circumstances.
24. In the event of Metering Data that has been estimated subsequently becoming available, Perth Energy will adjust the amount payable accordingly on the next bill.
25. If a Customer is dissatisfied with a bill for any reason, it agrees to follow the procedure set out in article 52 (Dispute Resolution).

Variation of Fees

26. Perth Energy may vary from time to time its Fees for Reminder Notices, Disconnection Warnings, Disconnection, and Reconnection by giving 30 days notice on the Tax Invoice.
27. Perth Energy may introduce new Fees, in accordance with the Code, by giving fair notice via the Tax Invoice.

Network equipment

28. The parties acknowledge that Western Power Networks owns and operates the equipment located at the Customer's premises for the purpose of delivering electricity and measuring the quantity of electricity delivered.
29. In accordance with clause 10 of the Electricity (Customer Contracts) Regulations 2005, the Customer is hereby prohibited from tampering with or bypassing network equipment or allowing any other person to do so.

Access to Supply Premises

30. The Customer must provide safe and unrestricted access to properly authorized employees of the Network Operator needing to access the network equipment at the supply premises.
31. The parties acknowledge that Perth Energy, being a retailer of electricity, has no need of access to the Supply premises and will not seek such access in any circumstances.

Meters

32. The Customer's electricity consumption, including estimations where reasonably necessary, shall be determined by the Network Operator or its agent approximately monthly in accordance with the Regulations.
33. The Customer may request Perth Energy to have the electricity meter checked in accordance with the regulations at any time. The Customer agrees to pay to Perth Energy pass through of the Network Operator's cost of the meter check in the event of it being found to be working correctly.

Network faults

34. The network that delivers the electricity to the Customer is operated and maintained by the Network Operator (Western Power Networks), which is a State owned regulated monopoly. The Customer agrees to report any faults directly to the Network Operator on a contact number to be notified by the Network Operator via Perth Energy.

Difficulty in paying

35. In the event of the Customer experiencing a financial difficulty that either will or reasonably could impede it in paying for its electricity as and when payment falls due, the Customer undertakes to inform Perth Energy as soon as it reasonably can. The Customer further agrees to cooperate with Perth Energy in agreeing to a plan, in accordance with the Code, to prevent the Customer from defaulting on its obligations to Perth Energy or unnecessarily incurring Fees for Non-Standard Services as specified in the Contract. At a minimum, this includes the Customer applying for the Standing Order Discount, being a discounted Instalment Plan, if it has not already done so. Nothing in this article permits the Customer to avoid paying for electricity it has consumed or to consume electricity it reasonably knows it cannot pay for.
36. In the event of the Customer not complying with articles 52 and 35 as the case may be, and underpaying its account so as to incur a Total Overdue Amount greater than the Customer's Average Monthly Amount, the Customer agrees that this will be deemed to be Non-Payment of the Tax Invoice, in which case article 40 shall apply. This article 36 does not apply in respect of Customers that are complying with their Standing Order Discount obligations.

Perth Energy's right to cause Disconnection of the customer

37. Perth Energy may disconnect the Customer without the Customer's consent in accordance with the Code on the grounds of:
- i) Failure to pay a bill
 - ii) Denying access to the electricity meter
 - iii) In emergencies
38. If it becomes necessary to Disconnect a Customer, Perth energy will comply with the Code.
39. If Perth Energy causes a Customer to be Disconnected, the Customer is liable for the Disconnection Fee.

Disconnection for Non-Payment

40. In accordance with the Code, Perth Energy may cause the Customer to be Disconnected from the network as a consequence of non-payment of its electricity account.
41. If the Customer does not comply with articles 52 and 35 and:
- i) incurs a Total Overdue Amount, in respect of electricity consumption only, equal to or greater than the larger of its Average Monthly Amount and \$500 (including a single unpaid bill, even if less than the Average Monthly Amount), and
 - ii) does not properly respond to a Reminder Notice issued in accordance with the Code, and
 - iii) does not properly respond to a Disconnection Warning issued in accordance with the Code,
- then, the Customer hereby requires and instructs Perth Energy to Disconnect the Customer's electricity supply from the network without prejudice to Perth Energy's rights to recover the unpaid amount, which henceforth shall be deemed an Unpaid Debt, inclusive of Perth Energy's Fees for the Reminder Notice, the Disconnection Warning and the actual Disconnection.
42. In the event of arranging Disconnection of a Customer, Perth Energy will at all times comply with the Code.

Debt Collection

43. If it becomes necessary for Perth Energy to organize collection of a debt that has not been paid by the Customer, Perth Energy will act in accordance with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the Trades Practices Act 1974.

Reconnection

44. In the event of Perth Energy having arranged Disconnection of a Customer and the Customer having remedied the occasioning breach, the Perth Energy will Reconnect the Customer in accordance with the Code.
45. In the event of a Customer that has been Disconnected for Non-Payment, being Reconnected for supply by Perth Energy in accordance with the Code and not having paid the full amount of the arrears, that Customer must apply for the Standing Order Discount being, in effect a discounted Instalment Plan. The Customer must also pay the Reconnection fee specified in the Small Use Customer Tariff Brochure.

Customer leaving the Supply Address

46. The Customer agrees to give Perth Energy at least 3 days notice if it leaves the address to which electricity is supplied. If the Customer leaves without having been evicted and does not tell Perth Energy, in accordance with the Code, the Customer is liable for all electricity consumed at the address until 3 days after it eventually tells Perth Energy or Perth Energy finds out by other means. If the Customer is evicted from the supply address, the Customer is liable for all electricity consumed up to the day on which it notifies Perth Energy or Perth Energy finds out by other means.

Renewable Electricity

47. Any Renewable Electricity supplied in accordance with the Contract will be produced by power stations which are accredited as Renewable by the federal Office of the Renewable Energy ERA.
48. The customer acknowledges that Renewable Energy will not be produced on a "real-time" basis to exactly match the Customer's consumption profile. Instead, Renewable Electricity will be delivered into the electricity network in suitable quantities so as to match the agreed amount of Customer consumption plus the transportation losses occurring in the network. Perth Energy guarantees to meet the Renewable Electricity obligation on at least an annual basis (and will make reasonable endeavours to meet it every month).
49. The amount of Renewable Electricity allocated to the Customer will be specified in the monthly Tax Invoice on a monthly and cumulative basis.

Dispute resolution

50. The parties acknowledge that the Code requires a careful definition of a "Complaint" so as to distinguish it from an "Enquiry" and Perth Energy has to report Complaints to the ERA. The Customer agrees that Complaints must be made in writing (so that there is no doubt about what the complaint actually is) and headed by the word "Complaint".

Note: for clarity, a phone call to "tell us off" is not a formal Complaint unless you follow it up in writing!

51. In the event of the Customer having an Enquiry or Complaint relating to its electricity supply, the Customer agrees to:
- i) In the first instance to contact Perth Energy, explain the problem and advise what they require for its resolution.

- ii) If the matter cannot be resolved to the Customer's satisfaction, the Customer agrees to lodge with Perth Energy a Complaint detailing the grievance and the required remedy.
- iii) A Senior Account Manager will then consider the Complaint in good faith and contact the Customer by telephone to discuss the matter.
- iv) If the Customer is still not satisfied, a Director of Perth Energy will then consider the Complaint in good faith and contact the Customer by telephone to discuss the matter.
- v) Having discussed the matter with the Customer, the Senior Account Manager will then confirm in writing the situation and the agreed resolution, if any.
- vi) In the event of the matter not being resolved to the Customer's satisfaction, the Customer may then refer the matter to the Electricity Ombudsman, in which case, Perth Energy agrees to cooperate in good faith and to comply with the Ombudsman's findings.

52. If a Customer disagrees with the Amount Due in a Tax Invoice it will notify Perth Energy as soon as it reasonably can. If the matter cannot be resolved before the Due Date, the Customer agrees to pay what it considers to be the Amount Due and to lodge a Complaint (in writing as per article 50) with Perth Energy within a further 2 business days. (Customers in receipt of a Standing Order Discount agree to pay the Fixed Monthly Amount and lodge the Complaint.) The Complaint will then be resolved in accordance with the Dispute Resolution Process set out in article 51. In the event of the Customer subsequently being found to have underpaid the Amount Due by more than 5%, this shall count against the Customer in determining its eligibility for the Prompt Payment Discount in the relevant subsequent months. Alternatively, the Customer may pay the full amount specified in the Tax Invoice and it will be credited any overpaid amount as soon as practicable.

Alternative Pricing Arrangements

53. In the event of Perth Energy offering any alternative pricing arrangements for which the Customer is eligible, it will inform Customers of their right to change to the new arrangement via the next Tax Invoice issued to the Customer after introducing the alternative.

Note: For clarity, this doesn't apply to Customers on a Non-Standard Contract in receipt of a Discount in return for committing to a minimum period.

Security Deposit

54. The Customer is not required to provide a Security Deposit.

Assignment

55. Perth Energy may assign its rights and obligations under the Contract to any party that holds a Retail Licence issued by the ERA provided it obtains a written statement from that party agreeing to perform all of Perth Energy's obligations under the Contract.

Confidentiality and privacy

56. Perth Energy will retain on file all necessary Customer information for the diligent performance of its obligations under the Contract and will restrict access to that information to its employees and agents.

Notices

57. Notices that are unrelated to routine account management must be given in writing by any means that provides

proof of delivery, including without limitation email, suitable facsimile and letter sent by registered mail or independent 3rd party courier.

58. Where notices refer to timescales, the day after delivery is day 1.

Changes in law

59. In the event of Laws and Regulations being changed so as to introduce new costs (such as taxes, market levies and in respect, renewable energy levies), and it being industry practice to pass through these costs to the Customer, then the Customer agrees to accept such pass through at cost.

Matters beyond the control of the Customer or Perth Energy

60. In the event of either party suffering hardship in performing its obligations under the Contract as a result of circumstances that were unforeseeable, then the parties shall negotiate in good faith remedy of that hardship. For clarity, examples of such hardship includes adverse market conditions.