

Small Use Customer Information Pack

Small Use Gas (Non-Standard) Terms and Conditions

THANK YOU FOR CHOOSING PERTH ENERGY.

The Small Use Customer Information Pack is intended to provide you and your business important information regarding your choice of energy supply. Please keep this in a safe place so you can refer to it whenever you need. If you require a copy of your contract or more details regarding Perth Energy's tariffs, fees and charges, or would like to make an enquiry or complaint please contact us in one of the following ways:

Phone: (08) 9420 0300
Fax: (08) 9474 9900
Email: info@perthenergy.com.au
Mail: PO Box 7971, Cloisters Square, WA 6850

For Interpreter Services - Please call TIS National on 13 14 50 and ask to be connected to 08 9420 0300
Customers who have a hearing or speech impairment can call us through the [National Relay Service](#)

TTY users phone 133 677 then ask for 08 9420 0300

Speak and Listen users phone 1300 555 727 then ask for 08 9420 0300

Internet relay users connect to the NRS (www.relayservice.com.au) then ask for 08 9420 0300

Important Information for Small Use Customers

Your business is considered a 'Small Use Customer' if it uses than 1 TJ of gas per year, and the *Gas Marketing Code of Conduct* and *Compendium of Gas Customer Licence Obligations* Codes will apply. As a licensed gas retailer, Perth Energy complies with both of these codes. If you would like a copy of either Code, please visit the Perth Energy website www.perthenergy.com.au, or the ERA website www.erawa.com.au/gas.

Small Use Customers can choose to be supplied gas either under a Standard Form Contract as approved by the ERA, or under a Non-Standard Form contract (attached herein), which is an individual agreement negotiated with specific terms between Perth Energy and the Small Use Customer. We advise that you conduct your own assessment of the terms and, if necessary, seek independent advice. The Standard Form Contract is available upon request or from the Perth Energy website or ERA website.

The Non-Standard Form Contract is an individual agreement negotiated between Perth Energy and the Customer. The entire Agreement, including the pricing and terms and conditions specified in the Non-Standard Form Contract, is confidential and should not be disclosed to any third party unless required to do so by law, or to an energy consultant appointed for the sole purpose of analysing suitability of the service (and who themselves are bound by similar non-disclosure restrictions). A 10-day cooling off period also applies, and any charges incurred will be passed through at cost.

Gas Safety

Because your safety is our priority, it is important that you are aware of the following information.

Liquefied Natural Gas (LNG) is colourless and odourless consisting mainly of methane which is highly flammable and is lighter than air. To help Customers detect gas leaks, an additive is mixed with the gas to give it a specific smell similar to rotten eggs.

If you detect a rotten egg smell, it could be a gas leak. In this event and where safe to do so, turn off all gas appliances and pilot lights and any other ignition sources such as power points. Open all doors and windows to disperse the gas and if the smell continues, leave the area immediately, turn off the gas at the meter and call ATCO's 24-hour fault line on 13 13 52.

Please take note of the location of your meter and ensure you know the location of your gas pipes before conducting any excavation work by calling 1100.

If you have experienced a supply interruption or have a gas emergency, please call ATCO's 24-hour fault line on 13 13 52. If anyone's life is in potential danger, or if you are unsure, please call 000 immediately. For more information on Energy Safety, please visit www.energysafety.wa.gov.au or call (08) 9422 5200.



PERTH ENERGY SMALL USE GAS (NON-STANDARD) TERMS AND CONDITIONS

NOTICE – INFORMATION UNDER THE AUSTRALIAN CONSUMER LAW

The following notice applies if this is an *unsolicited consumer agreement* (as defined in the *Australian Consumer Law*):

NOTICE – INFORMATION UNDER THE AUSTRALIAN CONSUMER LAW

Your additional rights to cancel this contract

In addition to *your* rights described in the *contract*:

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

You may cancel this *contract* by telling *us* over the telephone or in person that *you* would like to cancel the *contract* or by:

- (a) giving *us* a notice personally; or
- (b) giving *us* or sending *us* a notice, in an envelope addressed to Perth Energy, Forrest Centre, 24th Floor, 221 St Georges Terrace, Perth WA 6000; or
- (c) sending *us* an email to info@perthenergy.com.au; or
- (d) sending *us* a fax to (08) 9474 9900,

saying that *you* would like to cancel the *contract*.

You may use the **Cancellation Notice** attached to this *contract* to let *us* know *you* would like to cancel the *contract*.

Supplying goods or services during the cooling-off period

By law, *we* are not allowed to supply *you* with gas or accept or ask for any payment for gas at any time within 10 *business days* from and including the day after *you* signed or received this *contract*, unless:

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



What we mean

We and **Us** means Perth Energy Pty Ltd (ABN 39 087 386 445) and **Our** has a corresponding meaning. **You** means the person/s taking a supply of gas from *us* at the *premises* and **Your** has a corresponding meaning.

This Contract

These Small Use Gas (Non-Standard) Terms and Conditions form part of the legally binding *contract* between *us* and *you* for the sale of *gas* to *you* at the *premises* and the payment of *gas* and any other services provided under this *contract*. The *contract* consists of the *Gas Plan Details* and these terms and conditions. To the extent that there is an inconsistency between the terms and conditions of the *Gas Plan Details* and the terms and conditions of this document (whether express or implied), the terms and conditions of the *Gas Plan Details* will prevail and modify the terms and conditions of this document.

1. Supply of Gas

We agree to sell gas to *you* at *your premises* and *you* agree to purchase *gas* from *us* on these non-standard terms and conditions as set out in this *contract*. The quantity of *gas* supplied by *us* to *you* will be the amount measured by the *meter* at *your premises*. If you provide your consent multiple *premises* may be supplied under this contract as provided for in the *Gas Plan Details*.

2. Commencement and Term

- 2.1. This *contract* commences, subject to any *cooling-off period* applicable to this *contract*, on the date that *you* commence to take supply of gas at the *premises* from *us* (other than by fraudulent or illegal means) having entered into this supply and sale *contract* with *us* (*Commencement Date*).
- 2.2. *We* must sell and *you* must pay *us* for energy consumed at the *premises* from the *commencement date*. Where multiple *premises* are supplied under this *contract*, the *premises* may have different *commencement dates*.
- 2.3. If this is an *Unsolicited Consumer Agreement* under the *Australian Consumer Law*, *you* have a right, to end the *contract* within the *cooling-off period*. *We* will not supply *gas* to *you* under the *contract* during the *cooling-off period* unless *you* request supply and:

- (a) gas is not connected to the *premises*; or
- (b) gas is connected to the *premises* but gas is not being supplied to the *premises* by *us*.

You must pay *us* for *gas* supplied and for any services provided in connection with that supply if:

- (c) at your request, *gas* is supplied to *you* by *us* during the *cooling-off period*; and
- (d) *you* exercise *your* right to end the *contract* during the *cooling-off period*.

- 2.4. If this is not an *Unsolicited Consumer Agreement*, *you* have a right, to end the *contract* within 10 days after the *contract* is entered into. *We* will not supply *gas* to *you* under the *contract* during this period unless *you* request supply. *You* must pay *us* for *gas* supplied and for any services provided in connection with that supply if:

- (a) at your request, *gas* is supplied to *you* by *us* during this period; and
- (b) *you* exercise *your* right to end the *contract* during this period.

- 2.5. This *contract* will continue for the *contract term* (if applicable) or if no contract term is specified in the *Gas Plan Details* for a period of 12 months from the commencement date, unless terminated earlier by *us* or *you* under this clause 2. This *contract* can be terminated earlier by *you* if:

- (a) *you* end this *contract* because *you* enter into a new contract for the supply of gas with *us*, this *contract* ends on the expiry of the *cooling off period* (if applicable) specified in the new contract;



- (b) you end this *contract* because you enter into a *contract* for the supply of gas with another retailer, this *contract* ends when we are deemed to receive notification from the *Network Operator* that your *premises* have been transferred to the other gas retailer in accordance with the *Retail Market Rules*; or
- (c) you are disconnected, and we terminate this *contract*, the *contract* ends when you no longer have any right to reconnection.

If there is an *Early Termination Fee* specified in the *Gas Plan Details* this *contract* is ended prior to the *contract term*, for a reason contained in subclauses (b) or (c) the *Early Termination Fee* for early termination as set out in the *Gas Plan Details* will be payable.

- 2.6. (a) If this *contract* is a fixed term contract, you can end the *contract* at any time by advising us at least 20 *business days* before the day you want the *contract* to end and paying us any applicable *Early Termination Fee* for early termination as set out in the *Gas Plan Details*.
- (b) If this *contract* is not a fixed term contract (including where the contract is automatically renewed at the expiry of the initial fixed term), you can end the *contract* at any time by advising us at least 3 *business days* before the day you want the *contract* to end.
- 2.7. We can end the *contract* immediately by giving you notice if you:
- (a) become insolvent (as defined in the *Corporations Act 2001* (Cth)); or
 - (b) have a liquidator appointed; or
 - (c) become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth)); or
 - (d) commit a substantial breach any of your obligations under this *contract* for which we have a right to terminate.
- 2.8. In this is a fixed term contract, we will inform you in writing, not less than one month, and no more than 2 months, before the expiry of the *contract*, that the *contract* is due to expire and what options are available to you for the sale and supply of *gas* from us after the expiry of this contract including a new offer for another fixed term contract. The details of the new offer will include a copy of the latest version of these terms and conditions, information on the applicable charges and tariffs and the new contract term in a new *Gas Plan Details* (or equivalent) document.
- 2.9. If the *contract* ends:
- (a) we may arrange for a final *meter* reading and for disconnection on the day the *contract* ends; and
 - (b) we may issue a final bill to you; and
 - (c) we can charge you a fee for the final *meter* reading, disconnection and final bill; and
 - (d) we can remove the *Gas Supply Equipment* at any time and you must let us have safe and unrestricted access to the *premises* to allow us to do so; and
 - (e) you will remain liable to pay any outstanding payments to us and we will have no further obligation to supply gas to you; and
 - (f) you must enter into a new contract with us if you want us to supply you gas.
- 2.10. You acknowledge and agree:
- (a) that this *contract* will automatically renew on the day after the expiry of the *contract term*, subject to the conditions under this clause 2.10 and clauses 2.11 and 2.12;
 - (b) if this contract automatically renews, it will incorporate:
 - i. the latest version of the terms and conditions;
 - ii. the new charges and tariff advised; and



iii. the new contract term,

provided pursuant to the notice given to you under clause 2.8;

2.11. You are not obliged to respond to the notice under clause 2.8. If *you* do not respond to the notice indicating *you* do not want the *contract* to automatically renew, this *contract* will automatically renew for the contract term and on the terms advised in the notice.

If *you* wish to respond to the notice under clause 2.8 to indicate that *you* do not want the *contract* to automatically renew, *you* must do so by no later than one week prior to the expiry of the *contract term*.

If *you* respond to the notice under clause 2.8 indicating that *you* do not want the *contract* to automatically renew, this *contract* will end on the expiry of the *contract term*.

2.12. If there is an automatic renewal of the *contract* under clause 2.9, *you* can end the *contract* during the *cooling-off period*.

3. Charges and Fees

3.1. You are required to pay us the *tariff* and the price of other goods and services you choose to buy from us under this *contract*. You must also pay all costs, *fees* and charges we can lawfully recover from *you* under the *relevant regulations*, as well as any taxes, levies, regulated charges, costs, *fees* and charges that we have to pay when we sell and supply *gas* and other goods and services to *you*. If *you* breach this *contract* or a provision of the *relevant regulations* you will be required to pay any *fees* we charge in relation to that breach. We will provide *you* a copy of the applicable *tariffs* if *you* request. The *tariffs* will be no more than the maximum permitted by the *Gas Tariff Regulations*.

3.2. There are two main types of *tariffs* available under these terms and conditions: the *Residential Tariff* and *Business Tariff*.

(a) To be eligible for the *Residential Tariff*, the *premises* must be a dwelling (a house, flat, home unit or other place of residence) and *you* must use *your* gas supply for a residential (or household) purpose. If *you* are paying a *Residential Tariff*, *you* must not use gas for a non-residential purpose and must give *us* reasonable notice if *you* do so. If *you* don't give *us* reasonable notice, we can backdate and charge *you* the *Business Tariff* from the start of the non-residential use (up to a maximum of 12 months).

(b) If *you* do not qualify or no longer qualify for the *Residential Tariff* *you* must pay the *Business Tariff*.

(c) *Your* bill will show *you* which *tariff* *you* are paying.

3.3. A *tariff* can include a fixed component and a usage component based on the amount of gas *you* use. The usage component can be charged at different rates depending upon the amount of gas *you* use.

3.4. The *tariff* applicable under this *contract* is detailed in and can be modified by the *Gas Plan Details*.

3.5. If your *gas price* is not *Bundled*, *you* must also pay us the *Regulatory Charges* payable under this *contract* and calculated in accordance with clause 4 and adjusted in accordance with clause 6 of this *contract*. If your *gas price* is *Bundled* no additional amount is payable in respect of the relevant *Regulatory Charge*.

3.6. We can charge *you* *fees* that are in addition to the *tariff*. *You* must pay *us* the *fees* that apply to *you*. We can charge *you* *fees* for:

(a) *your* account application; and

(b) reading *your meter* when access was not possible (see clause 8.2(a)); and

(c) testing *your meter* (see clause 8.3); and

(d) sending *you* overdue notices (see clause 8.2); and



- (e) reading *your meter* when you move out of the *premises* (see clause 15.3(a)); and
- (f) turning off *your gas* in some situations (see clause 17.6); and
- (g) turning on *your gas* in some situations (see clause 18); and
- (h) removing or physically disconnecting the *meter* (see clause 17.9); and
- (i) replacing or physically reconnecting the *meter* (see clause 17.9); and
- (j) other non-standard connection costs; and
- (k) other *fees* as notified to you.

All *fees* and charges identified in clauses 3.2, 3.5 and 3.6 will be itemised on customers' bill. For an explanation of *our fees* please visit *our website* or call *us*.

- 3.7. Where you are on a regulated tariff under the *relevant regulations*, then *our tariffs* are subject to change in line with changes and adjustments to the residential and non-residential tariffs under the *Gas Tariffs Regulations 2000*. We will notify you of any changes to the applicable tariff as soon as practicable and no later than your next bill.

If you are not on a regulated tariff then clause 5 applies.

- 3.8. If you are a *business customer* and if an *Agreed Annual Quantity* is specified in the *Gas Plan Details*.

The *Minimum Annual Bill* in respect of a *Contract Year* is calculated as follows:

$$\text{MAB} = \text{P} \times \text{AAQ} \times \text{U}$$

where:

MAB means the *Minimum Annual Bill* for the relevant *Contract Year*;

P means 75%;

AAQ means the *Agreed Annual Quantity* specified in the *Gas Plan Details*; and

U means the applicable *Tariff* (per *Unit*).

The total charges in respect of a *Contract Year* are calculated as the applicable *Tariff* (per *Unit*) multiplied by the total amount of *Units* supplied during the *Contract Year*.

If in respect of a *Contract Year* the total charges payable are less than the *Minimum Annual Bill*, we may charge you the difference between the *Minimum Annual Bill* and the total charges. We will bill you for this charge as soon as practicable after the end of such *Contract Year*.

4. Calculation of Regulatory Charges (if not Bundled)

- (a) Unless it is *Bundled* into the *Gas Price*, the *Network Charges* for the *premises* for a *Billing Period* are the sum of all charges, prices and other amounts payable or otherwise incurred by *us* from time to time under the *Network Access Arrangements* for gas transmission, distribution and access services in respect of the *premises*, including charges incurred by *us* under the *Network Access Arrangements* due to a breach by *you* of *your* obligations under this *contract*.
- (b) Unless it is *Bundled* into the *Gas Price*, the *Other Regulatory Charges* for the *premises* for a *Billing Period* are the sum of all *Costs* imposed by any government, or any governmental, semi-governmental or other regulatory or supervisory agency, organisation or body authorised by a law, which is specific to the energy industry and is imposed on *us* relating to the sourcing, purchase, transmission, delivery, supply or sale of gas under this *contract*, or the acquisition or *Cost* of goods, services, or materials used in relation to this *contract*, other than the *Network Charge*:



- (i) including any payments, charges, levies, credits or refunds payable under any Law; but
 - (ii) not including income tax, capital gains tax or fringe benefits tax,
- including charges incurred by *us* due to a breach by *you* or *your* obligations under this *contract*.

5. Tariff Increase

We may increase the *Gas Price* and the *Daily Supply Charge* every 12 months on the anniversary of the *Commencement Date*, in accordance with the following formula:

$$T_n = T \frac{(CPI_n)}{(CPI_p)}$$

- where
- T_n = new *tariff* component;
 - T = *tariff* component;
 - CPI_n = CPI published for the quarter preceding the month in which the new Price is set;
 - CPI_p = CPI published for the quarter preceding the month in which the Price was last set.

6. Change in Regulatory Charges

- (a) If the *Gas Plan Details* specify that a *Regulatory Charge* is *Bundled* into the *Gas Price*:
 - i. the *Gas Price* and *Daily Supply Charge* have been calculated to reflect the value of the relevant *Regulatory Charge* at the time *we* provided *you* the pricing proposal upon which the prices in this *contract* are based; and
 - ii. subject to clause 6(b), no additional amount is payable in respect of the relevant *Regulatory Charge*.
- (b) If a *Regulatory Charge* is *Bundled* into the *Gas Price* and at any time there is:
 - i. any increase in the *Regulatory Charge*; or
 - ii. any increase in a component by reference to which that *Regulatory Charge* is calculated,

when compared with the *Regulatory Charge* at the time *we* provided to *you* the pricing proposal upon which the prices in this *contract* are based (“Change in Regulatory Charge”), then *we* may adjust the relevant part of the *Gas Price* to pass through to *you*, on a full pass-through at cost basis, the net cost increase to *us* in respect of the Change in Regulatory Charge, on and from the date that the Change in Regulatory Charge takes effect.

- (c) *We* will provide *you* with reasonable information as to any change in a *Regulatory Charge* if *you* request.

7. Notices

7.1. Any notice or other communication given under the *contract*:

- (a) does not have to be in writing, unless the *contract* expressly requires that the notice or communication must be in writing;
- (b) subject to clause 7.1(c), is taken to be received:
 - 1) in the case of a verbal communication, at the time of the communication; and
 - 2) in the case of hand delivery, on the date of delivery; and
 - 3) in the case of post, on the second business day after posting; and



- 4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
- 5) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and

(c) if received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

7.2. In this *contract*, when we say we will publish information we will:

- (a) post information on *our* website; or
- (b) communicate to *you* at the contact details provided by *you* the information according to clause 7.1; or

7.3. (a) We can use electronic communication (such as e-mail or SMS) to give information to *you* with *your* consent.

(b) We can decide procedures as to how electronic communication will operate and what things can be communicated electronically. For more information about electronic communication, visit *our* website or call *us*.

8. Billing

8.1. We use *meter* readings to prepare *your* bill. We bill *you* on the amount of energy in the *gas* you use, not the volume of *gas*. To calculate *your* consumption, we first measure the volume of *gas* you use via the *meter* (in cubic meters or cubic feet). We then convert the volume of *gas* you use into units by applying a *Heating Value*. This *Heating Value* is measured by the *Network Operator* at a number of places and it can change from time to time.

8.2. We will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* once every *billing period*.

If we ask *you* and *you* agree, *you* can read the *meter* yourself and provide *us* with the *meter* readings. In that case, we will bill *you* on the basis of *your meter* readings subject to an actual read by the *Network Operator*.

In any event, we will use *our* best endeavours to ensure that the *Network Operator* reads the *meter* at *your premises* as frequently as required to prepare *your bill* and at least once every 12 months.

We may provide *you* with an estimated bill if we don't have information available to *us* to prepare an accurate bill in time because:

- (a) access is denied as a result of action by *you*, a third party, weather conditions, an industrial dispute or other reasons beyond our control;
- (b) *you* are vacating the *premises* and require a final account immediately;
- (c) access is denied for safety reasons;
- (d) the *meter* or ancillary equipment has recorded usage incorrectly; or
- (e) the *meter* has been tampered with or bypassed.

Where we provide *you* with an estimated bill, it will be based on:

- (f) *your* reading of the *meter*; or
- (g) *your* prior billing history; or
- (h) if we do not have *your* prior billing history, then we may use:
 - i. the average usage of *gas* for the *Tariff* that applies to *you*; or
 - ii. the average usage for *your* type of *meter*; or
 - iii. the average usage at the *premises*.



If we have provided you with an estimated bill, which is not a final bill, and we subsequently obtain a *meter* reading from the *Network Operator*, then your next bill will be adjusted to take account of that *meter* reading. If we have provided you with a final bill based on an estimate, we will not adjust your final bill if we are subsequently able to read the *meter* or if we subsequently obtain a *meter* reading from the *Network Operator*.

Also, if the reason we used an estimate was because it wasn't possible to access your *meter* you can ask that we replace the estimated bill with a bill based on a *meter* reading. Provided you grant the *Network Operator* access to the *meter* and pay us a reasonable charge, we will do so.

- 8.3. You can ask us to test the *meter* to ensure that it is measuring accurately and we will arrange for the *Network Operator* to test the *meter* if you first pay to us a *meter* testing fee. If we find that the *meter* is not measuring accurately, then we will refund the *meter* testing fee to you. If the *meter* is not measuring accurately, we will also arrange for the *Network Operator* to either repair or replace the *meter* at no charge to you.

By "accurate", we mean the *meter* is measuring as accurately as the law requires.

- 8.4. We will bill you at least once every three months and in accordance with the *billing period* specified in the *Gas Plan Details* or if not specified, the *billing period* that we set for our customers from time to time which is no more than once every one month and no less than once every three months.

If you have requested that multiple *premises* are billed together, you consent and acknowledge that the *billing period* may be adjusted at our discretion to coincide with when the *Network Operator* reads the *meters* for each *premises* which may be longer than once every three months.

- 8.5. Your bill will contain the following information relevant to the *billing period*:

- (a) the account name and account number; and
- (b) the *premises* address and (if required) mailing address; and
- (c) the *tariff* that we charged you; and
- (d) the *fees* we charged you; and
- (e) the amount due and the due date; and
- (f) the telephone number for billing and other payment enquiries; and
- (g) the telephone number to contact if you are experiencing payment difficulties (see clause 9.4 for information about payment difficulties); and
- (h) the 24-hour telephone number for faults and emergencies; and
- (i) the dates and results of the previous and current *meter* readings or estimates; and
- (j) your *gas* use or estimated use; and
- (k) the *meter* or property number; and
- (l) the ways you can pay your bill, including information about payment methods and payment options available to you (see clause 9.1 for some of the payment options); and
- (m) if you are a *residential customer*, the concessions that are available to you from us or the government; and
- (n) the amount of arrears or credit and the details of any adjustments; and
- (o) the amount of any other charge and the details of any service provided; and
- (p) the availability of a *meter* test on the conditions described in clause 8.3; and
- (q) interpreter services; and
- (r) the interest rate we applied to any outstanding amounts; and



(s) the details of security you provided (in accordance with clause 10.2).

The *Tariff* and other *Fees* will be separately itemised on *your* bill. If we provide you with additional goods and services during the *billing period*, we will also include a description of those goods or services.

9. Payment

9.1. You must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 *business days* from the date of the bill.

You can pay *your* bill using a range of payment options, including payment in person and by mail.

You can find out the full range of payment options that you can choose from by referring to *your* bill, by visiting *our* website or by calling *us*. If you are a *residential customer* and are unable to use one of these options because you are going to be absent for a long period (for example due to illness or extended holiday) you can arrange with *us* to redirect *your* bill or to make payments in advance.

9.2. If you do not pay the total amount payable for any bill by the due date, then we can:

- (a) send a *Disconnection Warning* to you; and
- (b) charge you a fee for each overdue account notice we send to you; and
- (c) if you are a *Business Customer*, charge you interest on the amount you have not paid; and
- (d) disconnect *your gas* supply; and
- (e) shorten *your billing period*.

If you are a *Business Customer*, the interest rate charged on outstanding amounts will be 12.75 percent per annum (calculated daily). We may change this rate. If we do change this rate, we will publish the changes (see clause 7.2 for how we publish things).

If you do not pay the total amount payable for any bill after we send a *Disconnection Warning* to you, then we can refer *your* debt to a debt collection agency for collection and if we do so, you must pay any costs that we incur in connection with the recovery of the unpaid bill (including the agency *fees* and legal *fees*).

If you pay a bill and the payment is dishonoured or reversed and, as a result, we incur costs or have to pay *fees* to any other person, you must reimburse us for those costs and *fees*.

9.3. Unless you direct us otherwise:

- (a) we will apply *your* payment to the amount due for *your gas* use before applying it to other items; and
- (b) if we also supply electricity to you, then we will apply *your* payment to the amount due for *your gas* use and electricity use in equal proportions before applying it to other items.

9.4. If you are having trouble paying *your* bills, please advise us.

If you are a *residential customer*, we will offer the following options to you:

- (a) instalment plan options, such as a *Payment Plan*; or
- (b) redirection of a bill to a third person; or
- (c) information about, and referral to, government assistance programs; or
- (d) information about independent financial counselling services.

If you are a *Residential Customer* and seek assistance, we will assess *your* request within 3 *business days* of *your* request and we will offer you assistance in accordance with *our Payment Difficulties and Financial Hardship Policy*.



For more information about government assistance programs and independent financial counselling services, visit *our* website or call *us*.

We will consider all reasonable requests for alternative payment arrangements from *business customers* that are experiencing difficulties in paying a bill. Where we offer *you* additional time to pay a bill, *you* may be required to pay interest on the amount due during the period of additional time.

9.5. If *you* ask *us*, and at the time of the request *you* are *our* customer, *we* will give *you* a copy of *your* billing data held by *us* for the *premises*. *We* will provide the billing data within 10 *business days* of *your* request.

Unless *we* are required by law to provide the billing data free of charge, *we* can ask *you* to pay a reasonable fee before *we* provide the data to *you*. For example, *we* must provide *you* with historical billing data free of charge:

- (a) for the period 2 years before a request; and
- (b) if the request is in relation to a complaint made by *you* to the *Energy and Water Ombudsman*.

If *you* want billing data for a period before the date *we* started to supply *you* gas, *you* will need to ask *your* former gas retailer for the billing data.

10. Credit worthiness and Refundable Advances

10.1. *You* authorise *us*, or a third party on *our* behalf, to conduct a credit check assessment on *you*.

10.2. *We* can require *you* to provide *us* with a security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee.

The amount of *your* security will be no more than 1.5 times *your* average bill if *you* pay quarterly or 2.5 times *your* average bill if *you* pay monthly. To determine *your* average bill, *we* can use *your* billing history or the consumption history of similar customers or business types.

If *you* are a *Residential Customer*, *we* can ask *you* to provide a security when:

- (a) *you* pay a type of *Tariff* that requires *you* to provide a security; or
- (b) *you* do not have a satisfactory payment record at a previous *premises*; or
- (c) *you* have applied to *us* for supply at a new *premises* and *you* do not have an acceptable credit reference; or
- (d) *your* gas supply has been disconnected under clause 17.5 of this *contract* or a similar clause in a previous *contract*; or
- (e) amounts that were outstanding when *you* left a previous *premises* remain unpaid and *you* refuse to make a payment arrangement for those amounts.

If *you* provide a security under this clause, then:

- (f) *we* will keep the security in a trust account and identify it separately in *our* accounting records; and
- (g) interest will accrue daily at the bank bill rate (as defined in the *Relevant Regulations*) and is capitalised every 90 days unless paid.

10.3. *We* will only use *your* security, together with any accrued interest, to offset any amount *you* owe *us* if:

- (a) *your* failure to pay a bill resulted in the disconnection of supply at the *premises*; or
- (b) *you* default on a final bill; or
- (c) *you* default on *your* bill and *you* and *us* agree that *we* can use the security to avoid disconnection; or
- (d) *you* have so requested because *you* are leaving the *premises* or asked *us* to disconnect supply at the *premises*; or



(e) *you* transfer to another retailer.

10.4. If *we* use *your* security under clause 10.3 above, then within 10 *business days* *we* will provide *you* with an account and pay *you* any balance together with any interest.

11. GST

11.1. In this clause:

- (a) An expression or word used in this clause which has a particular meaning in the *GST Law*, or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
- (b) A reference to *GST* payable by a party includes any corresponding *GST* payable by the representative member of any *GST* group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any *GST* group of which that party is a member.

11.2. Unless *GST* is expressly included, any amount payable under this *contract* for any supply made under or in connection with this *contract* does not include *GST*.

11.3. To the extent that any supply made under or in connection with this *contract* is a taxable supply, the *GST* exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which *GST* is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.

11.4. If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of *GST* paid on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the *GST* paid by *you*:

- (a) *We* must provide a refund or credit to *you*, or *you* must pay a further amount to *us*, as appropriate, at the same time as the *GST* exclusive component of the adjustment is refunded or paid;
- (b) the refund, credit or further amount (as the case may be) will be calculated by *us* in accordance with the *GST Law*; and
- (c) *We* must notify *you* of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of *GST* payable. If there is an adjustment event in relation to the supply, *our* requirement to notify *You* will be satisfied by *us* issuing to *you* an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

11.5. Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of *GST* paid or payable in respect of any supply made under or in connection with this *contract*.

11.6. If a payment to a party under this *contract* is a payment by way of reimbursement or indemnity and is calculated by reference to the *GST* inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for *GST* pursuant to clause 11.3.

12. Review of Bill

12.1. *We* will review a bill at *your* request, provided that *you* agree to pay any future bills and the lessor of:

- (a) the portion of the bill under review that *you* and *we* agree is not in dispute; or
- (b) an amount equal to the average amount of *your* bills for the previous 12 months.

If the bill is found to be incorrect, *we* will deal with the resulting overcharge or undercharge in accordance with these terms and conditions. If the bill is found to be correct, *you* may request to have *your meter* tested to establish whether it



is measuring accurately. If the *meter* is found to comply with the *metering* standards set in the *Relevant Regulations*, you must pay us all costs associated with the test and pay the amount of the bill.

- 12.2. We may recover from you any amount you have been undercharged. Where you have been undercharged as a result of our error, including a *metering* error, we will only recover the amount undercharged in the last 12 months prior to the date we notified you (the **undercharged amount**) and will not charge you interest on the *undercharged amount*. We will show the *undercharged amount* as a separate item on your bill, together with an explanation of the amount that was undercharged.

We will offer you the opportunity to pay the *undercharged amount* in instalments over the same length of time during which you were undercharged. Where we have undercharged you as a result of fraud by you or use of gas otherwise as in accordance with the *Contract* or the *Relevant Regulations*, we may take action against you. This may include:

- (a) disconnecting supply to your *premises* in certain circumstances;
- (b) estimating the gas usage at the *premises* for which you have not paid us; and
- (c) taking debt recovery action against you for the unpaid amount as well as any disconnection costs and our reasonable legal costs.

If you have been overcharged we will:

- (d) notify you of the overcharging within 10 *Business days* after we become aware of the overcharging;
- (e) provide you with a refund for the overcharged amount (**Correcting Refund**);
- (f) refund any charge to you for testing the *meter* where the *meter* is found to be defective; and
- (g) we will not pay you interest on the *Correcting Refund*.

In the event that the overcharged amount relates to a *meter* error, if you are a *Residential Customer*, the *correcting refund* will only relate to errors for (at a maximum) the 12 months prior to your most recent bill. Where we are required to pay you a *correcting refund* under the *contract*, you can choose whether we make the *correcting refund* as:

- (h) a credit to your account;
- (i) a payment directly to you; or
- (j) a payment to a third party (if you have given us written instructions to this effect).

13. Metering

- 13.1. We or the *Network Operator* will provide, install and maintain *Gas Supply Equipment*, including the *meter* and necessary ancillary equipment at the *premises*, after due consideration of your wishes.

The *Gas Supply Equipment* remains the property of the *Network Operator* at all times and the *Network Operator* is responsible for installing and maintaining the *Gas Supply Equipment*.

You must not do anything that will damage or interfere with the *Gas Supply Equipment* or use gas in a way that interferes with that equipment.

"Gas Supply Equipment" means the *meter* and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to you, before (upstream of) the point that gas leaves the *meter*.

- 13.2. You are responsible for keeping *Your Equipment* in good working order and condition. **"Your Equipment"** is all equipment located after (downstream of) the point that gas leaves the *meter* at the *premises* which is used to take supply of or consume gas except any *Gas Supply Equipment*.

- 13.3. You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *Gas Supply Equipment*; or



- (b) do anything that will prevent *us* or the *Network Operator* from accessing the *Gas Supply Equipment*; or
- (c) use gas in a way that interferes with the supply of gas to anyone else or causes loss to anyone else; or
- (d) unless *you* have *our* permission, turn the *meter* on if the *meter* has been turned off by *us* or by the *Network Operator*; or
- (e) allow anyone else to do the things described in this clause 13.3.

14. Access

- (a) *You* must let *us* or persons nominated by *us* (including the *Network Operator*) have safe and unrestricted access to the *premises* when *we* need it:
 - i. to read the *meter*; or
 - ii. to inspect or work on the *Gas Supply Equipment*; or
 - iii. to inspect the gas installation (as defined in section 4 of the Gas Standards Act 1972 (WA));
 - iv. to disconnect or reconnect *your* gas supply; or
 - v. to inspect or work on *Your Equipment*; or
 - vi. for any other reason relating to the supply of gas to the *premises*.
- (b) *We* will give *you* 24 hours' notice before *we* or the *Network Operator* enters the *premises* for the purposes allowed in this *contract*, except:
 - i. for routine *meter* reading or *meter* replacement; or
 - ii. in an emergency; or
 - iii. if *we* suspect that gas is being used illegally at the *premises*.
- (c) If *we* or the *Network Operator* enters the *premises* for the purposes of planned work then *we* will give *you* at least 4 *business days*' notice.
- (d) Any representative of the *Network Operator* or *us* who enters the *premises* will wear, in a visible manner in accordance with *our* or the *Network Operator*'s requirements, official identification or will carry such identification and show it to *you* if *you* are at the *premises*.

15. Gas Supply at *Your premises*

- 15.1. You must apply to *us* before *we* will supply gas to *you* at a supply address with an existing connection. *We* do not have to supply gas to *you* unless:
 - (a) there is an adequate supply available at the necessary volume and pressure at the boundary of the *premises*; and
 - (b) the *Gas Supply Equipment* (and its installation) complies with the regulatory requirements; and
 - (c) a *meter* is installed at the *premises* and available for *our* use and *you* let *us* or the *Network Operator* (as applicable) have access to the *premises* under clause 14; and
 - (d) any other requirements under the *relevant regulations* are met.
- 15.2. Before *we* supply *you* gas at the *premises*, *we* can require *you* to:
 - (a) provide *us* with assurance that *we* will be able to access the *meter* (and other *Gas Supply Equipment*) according to clause 14; and



- (b) provide *us* with contact details for billing purposes; and
- (c) provide *us* with contact details of the property owner or agent if the *premises* is a rental property; and
- (d) in the case of a new gas connection, provide *us* with information about *your* estimated gas usage; and
- (e) in the case of an existing gas connection, provide *us* with information on the number and type of appliances installed, number of household occupants and anticipated usage of appliances; and
- (f) agree to pay *us* all relevant charges and *fees* according to this *contract*; and
- (g) provide *us* with a security in accordance with clause 10.2; and
- (h) pay *us* any outstanding debt *you* owe *us* for the supply of gas at another *premises* (but not debts that are subject to a dispute or repayment arrangements).

We will charge *you* for gas supplied to the *premises* from the commencement date.

- 15.3. (a) If *you* are a *Residential Customer* and move out of the *premises* and no longer wish to obtain a gas supply at the *premises*, *you* must advise *us*:
- i. at least 3 *business days* before *you* move out; and
 - ii. of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 15.3(a), and *you* move out of the *premises* at the time specified in *your* notice, then *we* will arrange a final *meter* reading on the day that *you* move out of the *premises* and issue a final bill to *you*. In that case, *you* are only required to pay for gas used up to the day *you* move out of the *premises*.
- (c) If *you* advise *us* as described in clause 15.3(a), and *you* move out of the *premises* before the time specified in *your* notice then *you* must pay for gas up to the time specified in *your* notice.
- (d) If *you* do not advise *us* as described in clause 15.3(a), then subject to any applicable laws, *we* may require *you* to pay for gas used at the *premises*. However, *we* will not require *you* to pay for gas used at the *premises* from the time that a new customer has an obligation to pay for gas supply at the *premises*.
- 15.4. Where *your premises* has not previously been supplied with *gas* and we have not agreed a date on which supply of *gas* will be available, then *we* will arrange for the *Network Operator* to connect the *premises* within a reasonable time from the date of the *your* application.
- 15.5. *You* agree and allow *us* to give the *Network Operator* *your* details. Although *we* are separate companies, *we* may ask the *Network Operator* to do things for *us* (such as turn on *your* gas supply or read *your* meter). Where the *contract* says *we* will do things that relate to the disconnection or reconnection of supply and the *Gas Supply Equipment*, *we* may ask the *Network Operator* to do those things for *us*.

16. Complaints

- 16.1. If *you* wish to raise a complaint concerning *our* performance or *your* gas supply, *we* encourage *you* to contact *us* to discuss the issue. *We* will manage any complaint according to the Australian Standard on Complaints Handling (AS/NZS 10002:2014) and *our* *Customer Complaints Policy*.
- 16.2. If *you* are unhappy with *our* response, *you* may make a complaint to a higher level within *our* management structure. If *you* are still unhappy with *our* response, then *you* may refer the complaint to the *Energy and Water Industry Ombudsman* (*you* should give *us* the opportunity to respond to *your* complaint before *you* refer it to the *Energy and Water Industry Ombudsman*). For more information about *our* complaints handling process and the *Energy and Water Industry Ombudsman*, visit *our* website or call *us*.



17. Disconnection

17.1. We can interrupt or disconnect *your* gas supply, at any time without notice to *you* in an emergency, if we are permitted or required by law or if the *Network Operator* requires us to do so. We will:

- (a) provide information via the 24 hour emergency line about the nature of the emergency and estimate the time when supply will be restored; and
- (b) use *our* best endeavours to turn *your* gas on again as soon as possible (see clause 16 for information about reconnecting *your* gas supply).

17.2. We can interrupt or disconnect *your* gas supply for a health or safety reason if, before we do so:

- (a) we notify *you* in writing of the reason; and
- (b) where we think *you* can fix the reason, *you* have had 5 *business days* to fix it; and
- (c) where after 5 *business days* the reason remains, we send to *you* a *Disconnection Warning* advising *you* that we will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *Disconnection Warning*.

We can charge *you* a fee for disconnecting *your* gas supply in these circumstances.

17.3. We can interrupt or disconnect *your* gas supply if the *Network Operator* needs to carry out planned work on the *Gas Network*. If this occurs, we will use *our* best endeavours to give to *you* at least 4 days' notice before interrupting or disconnecting *your* gas supply and we will reconnect *your* gas supply as soon as we can.

17.4. In addition to the reasons in clauses 17.1 to 17.3, we can arrange the *Network Operator* to disconnect *your* gas supply, acting in accordance with clause 17.5 and applicable laws (see clause 19 for information about the *Network Operator*), if:

- (a) *you* fail to pay a bill (either for the *premises* or a previous *premises*) in full by the due date shown on the bill (see clause 8 for information about billing); or
- (b) *you* do not agree to a *payment plan* or other payment option; or
- (c) *you* do not perform *your* obligations under a *payment plan* or other payment option; or
- (d) *you* do not give us or the *Network Operator* safe and unrestricted access to the *premises* or the *meter* (see clause 14 for information about accessing the *premises*); or
- (e) *you* commit a fraud relating to *our* supply of gas to *you* at the *premises* or any other *premises*; or
- (f) *you* get gas supplied to the *premises* illegally or in breach of a relevant regulation or code; or
- (g) where we require *you* to provide us security, *you* fail to provide it to us (see clause 10.2 for information about security); or
- (h) *you* fail to keep *Your Equipment* in good working order or condition (see clause 13 for information about *Your Equipment*); or
- (i) *you* get gas supplied to the *premises* in breach of this *contract*.

We can charge *you* a fee for disconnecting *your* gas supply in these circumstances.

17.5. If we wish to disconnect *your* gas supply because *you* fail to pay a bill, then we will:

- (a) give *you* a *Reminder Notice* not less than 14 *business days* from the date that we issued *you* the bill advising *you* that payment is overdue and requiring payment by a specified date (which will be not less than 20 *business days* after the date that we issued *you* the bill); and
- (b) if *you* still have not paid us by the time indicated in the *Reminder Notice*, then give *you* a *Disconnection Warning* not less than 22 *business days* from the date that we issued *you* the bill, advising *you* that we will disconnect *you* on a day that is at least 10 *business days* after we give *you* the *Disconnection Warning*; and



- (c) not disconnect *you* until at least 1 *business day* after the date that *we* say *we* will disconnect *your* gas supply in the *Disconnection Warning*;
- (d) use *our* best endeavours to contact *you*; and
- (e) if *you* are a *Residential Customer*:
 - i. offer *you* a *payment plan* or alternative *payment plan*; and
 - ii. give *you* information in accordance with clause 9.4; and
- (f) if *you* are a *Business Customer*, offer to extend the due date for payment on terms and conditions (including the payment of interest).

We will not disconnect *you* unless:

- (g) *you* have not accepted *our* offer under either clause 17.5(e) or (f) within the specified period (which must be at least 5 *business days*); or
- (h) *you* have accepted *our* offer but not have taken reasonable action towards settling the debt within the specified time.

For more information about *your* options if *you* have payment difficulties, refer to *your* bill, visit *our* website or call *us*.

- 17.6. If *we* wish to disconnect *your* gas supply because *you* fail to give *us* or the *Network Operator* access to the *premises*, *we* will:
- (a) only disconnect *you* if *you* have denied access for the purposes of reading the *meter* for the purposes of issuing 3 consecutive bills; and
 - (b) give *you* a notice requesting access to the *meter* at the *premises* each time access was denied; and
 - (c) use *our* best endeavours to contact *you*; and
 - (d) give *you* an opportunity to offer reasonable alternative access arrangements; and
 - (e) send to *you* a *Disconnection Warning* advising *you* that *we* will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *Disconnection Warning*.
- 17.7. If *we* wish to disconnect *your* gas supply under 17.4(g) because *you* fail to provide any required security to *us*, *we* will only disconnect *your* gas supply after *we* send to *you* a *Disconnection Warning* advising *you* that *we* will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *Disconnection Warning*.
- 17.8. *We* must not disconnect *your* gas supply if:
- (a) *you* give *us* a statement from a *Medical Practitioner* stating that *your* gas supply is necessary to protect the life or health of a person who lives at the *premises* and *you* have entered into arrangements acceptable to *us* in relation to payment; or
 - (b) *you* are a *residential customer* and have applied for a government concession or grant and the application has not been determined; or
 - (c) *you* have made a complaint to the *Energy and Water Industry Ombudsman* about a matter directly relating to the reason for the proposed disconnection and the complaint remains unresolved; or
 - (d) *you* have agreed to a *payment plan* or other alternative payment arrangement offered to *you*; or
 - (e) *you* cannot pay *your* bill because of a lack of income or other means and *we* have not done the things *we* must do in clause 17.5; or
 - (f) *you* have not paid *your* bill, but the outstanding amount is less than an average bill over the previous 12 months, and have agreed to repay the outstanding amount; or



- (g) *you* have an amount outstanding on *your* bill that doesn't relate to the supply of gas but relates to some other good or service; or
- (h) disconnection would occur on a Friday, after 3.00 pm on any other Weekday, on a Weekend or on a Public Holiday, except in the case of interruptions or disconnections for planned maintenance (see clause 17.3 for information about planned maintenance); or

17.9. If the *Network Operator* disconnects *your* gas supply at *our* request under this clause 17, then:

- (a) *we* can or *you* can arrange for the *Network Operator* to remove or physically disconnect the *meter* at the same time that the supply of gas to *you* is disconnected, or at a later time; and
- (b) *we* can charge *you* a fee for removing or physically disconnecting the *meter* and replacing or physically reconnecting the *meter*; and
- (c) *you* must not reconnect the gas supply.

17.10. If *we* think *you* have used, or are obtaining, gas illegally, then *we* can advise the Director of Energy Safety, the *Network Operator* and the Police (as appropriate) and give them any information that *we* have in relation to *your* gas use.

17.11. The *Network Operator* shall use its best endeavours to minimise interruption to supply occasioned by planned maintenance or augmentation and restore supply as soon as practicable.

18. Reconnection

If *your* gas supply is disconnected under clause 17, then *we* will arrange for the *Network Operator* to reconnect *your* gas supply when *you* ask *us* to reconnect *your* gas supply and *we* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

For example, the circumstance giving rise to the disconnection may no longer exist because *you* provide access to the *premises* and the *meter* or *we* are reasonably satisfied that *you* cannot continue to obtain *your* gas in the unauthorised way and *you* have paid all amounts owing to *us* under this *contract* (or made an arrangement to pay them).

We will reconnect *your* gas supply if, within 10 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist. If *your* gas supply is disconnected in an *Emergency* situation (under clause 17.1), for health, safety or planned maintenance (under clause 17.2 and 17.5), then *we* will reconnect *your* gas supply if, within 20 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist.

If *we* are obliged to reconnect *your* gas supply and *you* ask *us* to reconnect *your* gas supply at a time:

- (a) before 3.00 pm on a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply on the same day as *your* request; or
- (b) after 3.00 pm on a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply as soon as *we* can on the next *business day* or the same *business day* if *you* pay the after hours reconnection fee and *you* ask before 5:00 pm.

We can charge *you* a fee for reconnecting *your* gas supply except if the disconnection was due to:

- (c) an *Emergency*; or
- (d) planned maintenance.

This clause 18 does not apply to cases where disconnection is required under the Gas Standards Act 1972 (WA).

19. Our responsibility for Gas Supply

In order to sell gas to *you*, *we* ask the *Network Operator* to deliver the gas through the *Gas Network*.



The *Gas Network* is operated by the *Network Operator* and we cannot control the way in which the *Network Operator* operates the *Gas Network*. For example, we cannot control the quality, volume or continuity of gas being supplied to you through the *Gas Network*.

However, if you are a *consumer*, then certain terms to do with our supply of gas to you will be implied into this *contract* for your benefit under the Competition and Consumer Act 2010 (Cth) and Australian Consumer Law. These terms cannot be excluded or modified by any provision of this *contract*.

Except where you are a *consumer* and a term implied into this *contract* requires us to do so:

- (a) we do not guarantee that the gas supplied to you will be of any particular quality or that you will obtain a continuous supply of gas without interruptions; and
- (b) we will not be liable to you for:
 - i. any loss or damage associated with any surge in the gas supply or us failing to supply gas meeting any particular quality; or
 - ii. business interruption loss; or
 - iii. lost profits; or
 - iv. loss of an opportunity; or
 - v. your liability to other people under *contracts* or otherwise, whether arising from or in connection with our breach of *contract*, our breach of statutory duty, our negligence or otherwise.

As a gas retailer, we are not responsible for matters relating to the operation of the *Gas Network*.

However, to assist you when you raise a concern with us about your gas supply, we can:

- (c) supply you with a copy of the distribution standards if you pay us a fee; and
- (d) respond to a request about changes in the quality of your gas supply that exceed the distribution standards; and
- (e) advise you about things you can do to avoid interfering with *Gas Network* equipment or another person's gas supply; and
- (f) forward your concerns to the *Network Operator*.
- (g) For more information about our liability to you under this *contract*, visit our website or call us.

20. Liability

- 20.1. Notwithstanding any other provision of this *contract*, nothing in this *contract* is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified, including the consumer guarantees under the Australian Consumer Law.
- 20.2. Except as expressly set out in this *contract*, any representation, warranty, condition or undertaking which would be implied in this *contract* by law, is excluded to the maximum extent permitted by law.
- 20.3. Our liability under this *contract* is limited to the maximum extent permitted by law. If the supply of goods or services under this *Contract* are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of this *contract* is limited to (at our option):
 - (a) in the case of goods being energy:
 - i. the replacement of the gas or the supply of equivalent gas; or
 - ii. the payment of the cost of replacing the gas or of acquiring equivalent gas; or
 - (b) in the case of services:



- i. the supply of the service again; or
 - ii. the payment of the cost of having the services supplied again.
- (c) To the fullest extent permitted by law, you indemnify us against all expenses, losses, damages and costs that we may sustain or incur as a result of any claim by any person (including you) arising out of or connected with the supply of gas or any breach by you of this contract except to the extent attributable to our negligence.

21. Privacy and Personal Information

Unless we are permitted to do otherwise under this *contract*, we will keep *your* information confidential in accordance with the procedures and steps set out in *our Privacy Policy*. We will keep *your* information confidential unless:

- (a) we have *your* prior written consent; or
- (b) the law (including any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to do so; or
- (c) we need to use the information for *our* regulatory reporting or compliance, or in any legal or regulatory proceedings; or
- (d) the information is already in the public domain; or
- (e) we believe *you* have used gas illegally and, as a result, we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety; or
- (f) we use the information for business purposes; or
- (g) You have not paid Your 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 bill and the review is not yet completed.

We will only use and disclose *your* personal information as permitted by the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and in accordance with *our Privacy Policy*. For more information about *our Privacy Policy*, visit *our* website or call *us*.

22. Information

22.1. We will provide or make the following available to *you*:

- (a) a copy of the terms and conditions of this *contract*; and
- (b) a copy of the *Relevant Regulations* and a copy of any code; and
- (c) a copy of the distribution standards; and
- (d) information about *our* policies, *our* customer service charter and *our* complaints handling process; and
- (e) information about the *Tariff* and other *fees you* must pay under this contract; and
- (f) information about energy efficiency; and
- (g) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 7.4 of this *contract*; and
- (h) *your* billing data according to clause 7.5; and
- (i) any other information we said we would give *you* in this *contract*.

Unless we are legally required to provide the information free of charge, we will charge *you* a reasonable fee.



22.2. You must advise us as soon as possible if:

- (a) there is a change in *your* contact details or the address to which *your* bills are to be sent; or
- (b) the person responsible for paying *your* bills changes; or
- (c) *you* change something at the *premises* which makes *our* access to the *meter* more difficult; or
- (d) *you* become aware of a gas leak or a problem with the *Gas Supply Equipment* which is at, or reasonably close to, the *premises*; or
- (e) *you* change the way *you* use gas (such as if *you* no longer use *your* gas supply for a residential purpose but *you* still pay the *Residential Tariff*); or
- (f) *you* are planning a change to *Your Equipment* that may affect the quality or safety of gas supply to *you* or anyone else.

23. Assignment

23.1. You may not assign this *contract* without *our* prior written consent.

23.2. We may assign, or otherwise dispose of the whole or any part of *our* interest in this *contract* to a person who acquires all or a substantial portion of the assets of *our* business of retailing energy without *your* prior consent.

24. Variation

We can change the terms and conditions of the *contract* from time to time without *your* consent. Any changes to these terms and conditions will be published and the date on which the changes take effect which will be no earlier than the date they are published. If you do not agree with the changes, you may terminate this *contract* in accordance with clause 2.5.

25. Force Majeure

25.1. The obligations of the parties under this *contract* shall be suspended (except the obligation to pay any money owing), to the extent to which they are affected, if that failure or delay is due to any cause or condition beyond the reasonable control of that party (**Force Majeure Event**) for as long as the *Force Majeure Event* continues.

25.2. The party affected by a *Force Majeure Event* must give the other prompt notice of that fact including full particulars of the *Force Majeure Event*, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

25.3. If the effects of a *Force Majeure Event* are widespread, we will be deemed to have given *you* prompt notice in accordance with clause 25.2 if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *Force Majeure Event* or otherwise as soon as practicable.

25.4. The party affected by a *Force Majeure Event* must use its best endeavours to remove, overcome or minimise the effects of the *Force Majeure Event* as quickly as possible except that this does not require the party to settle any industrial dispute.

26. General

26.1. Nothing in the *contract* limits or excludes the rights, powers and remedies that we have at law or in equity.

The *contract* also does not in any way limit *our* obligation to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

26.2. We will comply with certain provisions in the *Relevant Regulations* and a number of codes, standards and *Relevant Policies*, including:



- (a) the standards of service set out in Part 5 of the *Customer Contracts Regulations*; and
- (b) the *Marketing Code*;
- (c) *Gas Customer Code*; and
- (d) the standards of service in *our* customer charter and *our* policies.

You can obtain more information about the *Customer Contract Regulations*, *Marketing Code*, *Relevant Regulations* and *our* policies from *us* or the Economic Regulation Authority.

- 26.3. The *contract* and all applicable written laws, represent the entire agreement between *you* and *us* relating to the matters covered by this *contract*.
- 26.4. This clause and clauses 2.4, 3, 4, 5, 6, 7, 8, 9, 10.3, 10.4, 11, 12.2, 14, 15, 17, 19, 20, 20 and 26.7 will survive termination of this *contract*.
- 26.5. If any term or clause of this *contract* is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this *contract*.
- 26.6. If *we* do not exercise *our* rights under this *contract* it will not constitute a waiver of those rights.
- 26.7. If *you* have consumed gas fraudulently or not in accordance with any applicable law, *we* may recover from *you* any amount which *we* reasonably estimate constitutes the amount by which *we* have not charged or undercharged *you*.
- 26.8. The *contract* is governed by the laws of the State of Western Australia.
- 26.9. The *contract* constitutes the entire understanding between *you* and *us* concerning the subject matter of the *contract*.

27. Interpretation

27.1. In the *contract*, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa; and
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (c) a reference to a person includes a public body, company, or association or body of persons, incorporated or unincorporated; and
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns; and
- (e) a reference to a clause is a reference to a clause of the *contract*; and
- (f) headings are included for convenience and do not affect the interpretation of the *contract*; and
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- (i) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow; and
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission; and
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind; and
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year; and
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day; and
- (n) if a date stipulated for payment or for doing an act is not a *business day*, the payment must be made or the act must be done on the next *business day*; and
- (o) a reference to a monetary amount means that amount in Australian currency.



28. Definitions

In this *contract*, unless the context otherwise requires:

ACL or Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Agreed Annual Quantity or AAQ means the amount of *gas* in gigajoules specified in the *Gas Plan Details*.

Billing Period means the regular recurrent period in which *you* receive a bill from *us*.

Bundled in respect of a *Regulatory Charge*, means that the *Gas Plan Details* indicate that the *Regulatory Charge* is included within the *Tariff*.

Business Customer means a customer who is not a residential customer.

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia.

Business Tariff means the non-residential *Tariff* payable by a *business customer* under this *contract* or as specified in the *Gas Plan Details*.

Commencement Date is defined in clause 2.1.

Consumer has the meaning given to that term in section 3 of the Australian Consumer Law.

Contract means the legally binding agreement between *you* and *us*, consisting of the *Gas Plan Details* and these terms and conditions.

Contract Term means the term of this contract set out in the *Gas Plan Details*.

Contract Year means each 12 month period (or part thereof in the case of the final period) beginning on the Commencement Date and ending at the end of the *Contract Term*.

Cooling-off period means:

- a. if the *contract* was not negotiated by telephone – the period of 10 *business days* from the start of the first business day after *you* signed this *contract*; or
- b. if the *contract* was negotiated by telephone – the period of 10 *business days* from the start of the first *business day* after *you* received a copy of this contract including the *Gas Plan Details*; or
- c. if the *contract* was automatically renewed and clause 2.12 applies – the period of 10 days from the start of the new contract term.

Cost includes any expense, charge, tax, duty, impost, fee, rate, withholding, fine, penalty, levy or other cost.

CPI means the Consumer Price Index for Perth (All Groups) published by the Australian Bureau of Statistics.

Customer Complaints Policy means the policy describing the process to be followed by *us* in responding to a complaint by *you* and which can be obtained on request or from *our* website.

Customer Contracts Regulations means the Energy Coordination (Customer *Contracts*) Regulations 2004 (WA).

Customer Service Code means the means the *Compendium of Gas Customer Licence Obligations (Compendium)* unless an alternative Customer Service Code is approved by the Economic Regulation Authority.

Daily Supply Charge means the component of the *tariff* specified as the 'Daily Supply Charge' in the *Gas Plan Details*.

Disconnection Warning means a notice in writing that *we* issue to *you* advising *you* of a date that *we* may disconnect *you* if *you* have not paid *your* bill or for health and safety reasons and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

Early Termination Fee means the charge payable as set out in the *Gas Plan Details* if *you* end the *contract* for *your* convenience before the expiry of the *contract term*.



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

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

Energy and Water Industry Ombudsman means the person approved by the Economic Regulation Authority under section 11ZPZ(1) of the *Energy Coordination Act 1994* (WA).

Fees means a charge other than a component of the applicable *Tariff* as specified in clause 3.6.

Gas means gas as that term is defined in the Gas Standards Act 1972 (WA).

Gas Network means the distribution system used to distribute gas (as described in section 3 of the *Energy Coordination Act 1994* (WA)).

Gas Plan Details means the document titled “Gas Plan Details” which sets out the relevant terms which may limit or vary these terms and conditions and which forms part of this *contract*.

Gas Price means the component of the *tariff* as specified as the 'Gas Price' in the *Gas Plan Details*.

Gas Supply Equipment is defined in clause 13.1.

Gas Tariffs Regulations means the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

GST means GST as defined in *GST Law*.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

Heating Value is the amount of energy in a given volume of gas, as determined by the *Network Operator* from time to time.

Marketing Code means the Gas Marketing Code of Conduct 2015 as amended or replaced from time to time.

Medical Practitioner means an individual who is registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession.

Meter means the equipment used to measure the volume of gas that *we* supply to *you*, which does not form part of the *Gas Network*.

Minimum Annual Bill means, in respect of a *contract year*, the amount referred to in clause 3.8.

Network Access Arrangements means all arrangements to access the network pursuant to the *National Gas Access (Western Australia) Act 2009* (WA) including any access arrangements awaiting approval by the Economic Regulatory Authority of Western Australia and any agreements between *us* and the *Network Operator*.

Network Charges means the charges payable by *us* to the *Network Operator* from time to time for gas transmission, distribution and access services and which are payable by the *you* to *us* either as:

- (a) *Bundled* within the *Gas Price*; or
 - (b) unbundled as a pass through cost in accordance with clause 4(a),
- as specified in the *Gas Plan Details*.

Network Operator means the person who owns and operates the *Gas Network* (as described in section 3 of the Energy Coordination Act 1994 (WA)).

{Note: The *Network Operator* is called the ‘gas distribution operator’ in the Energy Coordination Act 1994 and other *Relevant Regulations*. This operator is responsible for the *Gas Network*, which is the system via which gas is delivered to *you*. *We* have no control over the *Gas Network*.}



Other Regulatory Charges means any *Cost* imposed by any government, or any governmental, semi-governmental or other regulatory or supervisory agency, organisation or body authorised by a Law, which is specific to the energy industry and is imposed on *us* relating to the sourcing, purchase, transmission, delivery, supply or sale of gas under this *contract*, or the acquisition or *Cost* of goods, services, or materials used in relation to this *contract*, other than the *Network Charge*:

(c) including any payments, charges, levies, credits or refunds payable under any Law; but

(d) not including income tax, capital gains tax or fringe benefits tax,

and either as:

(e) *Bundled* within the *Gas Price*; or

(f) unbundled as a pass through cost in accordance with clause 4(b),

as specified in the *Gas Plan Details*.

Payment Difficulties and Financial Hardship Policy means the policy that *we* have developed and outlines, among other things, *our* policy on how *we* assist *residential customers* to meet their payment obligations under the *contract*. A copy of this policy can be obtained on request or from *our* website.

Payment Plan means a payment option available to *residential customers*, such as payment by instalments, *we* offer *you* according to *our Payment Difficulties and Financial Hardship Policy* if *you* are having difficulties paying *your* bill. *You* can call *us* or visit *our* website for more information about *Payment Plans*.

Premises means the site plus any additional sites to which gas will be supplied to *you* under the *contract* as specified in the *Gas Plan Details*.

Privacy Policy means the policy specifying the steps taken by *us* to maintain customer confidentiality and which can be obtained on request from *our* customer service centre or from *our* website.

Regulatory Charge means the *Network Charges* and *Other Regulatory Charges*.

Relevant Regulations means the regulations that are relevant to this *contract* and includes the *Customer Contracts Regulations* and the *Gas Tariffs Regulations*.

Relevant Policies means the policies published by *us* on *our* website from time to time that are relevant to the *contract* and include the *Privacy Policy*.

Reminder Notice means a notice in writing that *we* issue to *you* advising *you* that *you* have not paid *your* bill and explaining how *we* may assist *you* if *you* are experiencing payment difficulties or financial hardship.

Residential Customer means a person eligible to pay the *Residential Tariff* and who is not a Business Customer.

Residential Tariff means the *tariff* payable by a *residential customer* under this *contract* or as specified in the *Gas Plan Details*.

Retail Market Rules means the same as it does in the Energy Coordination Act 1994 (WA).

Tariff means the *Residential Tariff* or the *Business Tariff* to be paid by *you* for or in connection with the supply of gas under this *contract* as set out in the *Gas Plan Details* comprising the *Gas Price* and *Daily Supply Charge*.

Unit is a measure of the amount of energy in gas, with one Unit equalling 3.6 megajoules, which is the same as 1 kilowatt-hour or one Unit of electricity.

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

Your Equipment is defined in clause 13.2.



CANCELLATION NOTICE

**Section 82
Australian Consumer Law**

Cancellation notice – Unsolicited consumer agreement

Right to cancel this agreement within 10 business day cooling-off period

You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

Extended right to cancel this agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and **send it to the supplier.**

Alternatively, write a letter or send an email to the supplier.

Supplier details (to be completed by the supplier)

Name: Perth Energy

Address: Forrest Centre, 24th Floor, 221 St Georges Terrace, Perth WA 6000

Email address: info@perthenergy.com.au

Fax number (if any): (08) 9474 9900

Details of goods or services supplied under the agreement:

Cost of goods or services:

Date of agreement:

Transaction number (if any):

Consumer details

Name of consumer:

Consumer’s address:

I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer:

Date: