

PEAK DEMAND SAVER
NON-STANDARD ELECTRICITY TERMS AND CONDITIONS
ELECTRICITY GENERATION AND RETAIL CORPORATION trading as SYNERGY
(ABN 58 673 830 106)
Address: 219 St Georges Terrace, Perth, WA 6000

1 SUPPLY OF ELECTRICITY

We will sell electricity to you at the premises in accordance with these terms and conditions. These terms and conditions apply to the sale of electricity to all residential customers who meet the eligibility criteria and who pay the Peak Demand Saver price for electricity.

2 CODE OF CONDUCT

The code of conduct regulates the conduct of electricity retailers, network operators and electricity marketing agents. The code of conduct is designed to protect the interests of residential and small business users.

Matters covered by the code of conduct include electricity marketing, billing, connection, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters, information and communication, dispute resolution, record keeping and compensation payments to customers for breaches of the code of conduct.

If you are a customer who consumes not more than 160 megawatt hours of electricity per annum, we will supply electricity to you under this contract in compliance with the code of conduct, except where the code of conduct does not apply or has been expressly amended by these terms and conditions. Accordingly, where you are a customer who consumes not more than 160 megawatt hours of electricity per annum and these terms and conditions deal with a subject matter that is covered by the code of conduct, then we will act consistently with the relevant provisions of the code of conduct to the extent not amended by the terms and conditions in this contract.

You can obtain more information about the code of conduct from us or the Economic Regulation Authority - www.erawa.com.au.

3 WHEN THE CONTRACT AND SELL BACK STARTS

3.1 In addition to Your Protected Rights under this contract, you can end the contract by giving us notice that you want the contract to end during the cooling-off period. We will not supply you with electricity under this contract during the cooling-off period.

3.2 The contract begins on the date and time:

(a) we agree to supply electricity to you (including that your meter is reprogrammed to applicable specifications); or

(b) at any earlier time when electricity is deemed by law to be supplied to you under these terms and conditions.

3.3 Sale of electricity by you to us in accordance with this contract begins on the date on which the cooling-off period has ended, the small renewable energy system, and the necessary meter and meter related equipment as determined by Western Power Networks or requested by us, have been installed and are ready to import and export electricity from and to the Western Power Networks network.

In the event of any defect in the small renewable energy system and/or meter and meter related equipment or any delay in the installation or reprogramming of any of them, then subject to Your Protected Rights, we shall have no liability for any loss (either direct or indirect) suffered or incurred by you, whether arising out of or in connection with our breach of contract, breach of statutory duty, negligence or otherwise.

4 PEAK DEMAND SAVER CHARGES AND SELL BACK

4.1 Peak Demand Saver Charges

You must pay us the Peak Demand Saver Charges that apply to you.

4.2 What are Peak Demand Saver Charges?

The Peak Demand Saver price applicable to your energy use is determined by the time that energy is used by you. There are three categories of Peak Demand Saver prices available: Peak Daily Rate, Off-peak Day Rate and Off-peak Evening Rate.

The Daily Charges are applicable to you for each day that you are subject to these terms and conditions.

For an explanation of the Peak Demand Saver prices and Daily Charges applicable, please visit www.synergy.net.au/peakdemandsaver or call us.

If we change the Peak Demand Saver prices or the Daily Charges, we will notify you of the changes by no later than your next bill.

4.3 Which Peak Demand Saver price do you pay?

Your bill will show which Peak Demand Saver price you are paying for the energy you consume throughout the day. Please advise us if you no longer wish to pay the Peak Demand Saver price and instead wish to choose a standard price. If you meet the relevant eligibility conditions, we will change you to the standard price of your choice.

The standard price will be effective from the date that Western Power Networks adjusts the meter at your premises in order for us to provide you a

standard price. The new standard price will be effective when your meter is adjusted. In the event you choose to change from the Peak Demand Saver price back to a standard price, there will be no charge for meter adjustments. In the event of any delay in a meter adjustment or a new meter installation by Western Power Networks we shall have no liability for any loss (either direct or indirect) to you for that delay.

4.4 Eligibility conditions on Peak Demand Saver price

The Peak Demand Saver price is applicable only to the sale of electricity to residential customers who meet the eligibility criteria and consent to these terms and conditions.

It is your responsibility to assess if the Peak Demand Saver price you are paying is appropriate for your circumstances based on eligibility criteria applicable to the Peak Demand Saver price and standard price.

You must advise us as soon as possible if you no longer meet the eligibility criteria applying to the Peak Demand Saver price that you currently pay.

If we discover that you are no longer eligible to receive the price that you currently pay, then we can advise you in writing of the standard price that you must pay instead of the price that you currently pay.

If you are no longer eligible to receive the Peak Demand Saver price because we terminate this contract in accordance with clause 18.3(a) on the basis that we no longer offer the Peak Demand Saver price, we will notify you on or before the date of the withdrawal and offer you an alternative standard price. In the event you do not nominate an alternative standard price then we can advise you in writing of the new standard price you must pay. If you have been undercharged for your electricity supply because you were being charged at a Peak Demand Saver price that you were not eligible to receive, then we can require you to pay to us the amount that you have underpaid for a period of up to 12 months prior to the date that we advise you of the new standard price or a longer period if the underpayment was directly attributable to your act or omission.

4.5 Solar Sell Back credits and Offsets

You are eligible to Offset your bill. An Offset means, in relation to each bill, a reduction in the amount payable by you under the bill by subtracting the amount of electricity that you export (generate) in that period from the amount of electricity used by you:

- (a) during the Peak Daily Period, then (if applicable);
- (b) during the Off-peak Evening Period.

The Offset is limited to the electricity consumed during the Peak Daily Period and during the Off-peak Evening Period. Any electricity in excess of the Offset will be sold back to us as Solar Sell Back credits, being the electricity you will sell back to us, in excess of the electricity that you can Offset against your bill, to be paid for by us at the Solar Sell Back credits Rate.

You agree you will sell us the equivalent amount of electricity that you export minus Offset, and we will pay you the Solar Sell Back credits Rate for that electricity you sell back to us in accordance with these terms and conditions.

For more information on eligibility for, and calculating of, the Offset and Solar Sell Back credits please visit www.synergy.net.au/peakdemandsaver or contact us.

5 HOW WE WILL CALCULATE YOUR ELECTRICITY USE

5.1 Basis of a bill

If we provide you with a bill based on an estimate because you failed to provide access to the meter and you later request us to replace your estimated bill with a bill based on an actual reading of your meter, we will use our best endeavours to do so if you:

- (a) pay our reasonable charge for reading the meter; and
- (b) provide due access to the meter.

Where a meter has been installed at your premises we use meter readings that are provided to us to prepare your bill. We will obtain metering data to prepare your bill consistent with clause 4.7 of the code of conduct (where applicable to you). However, if we ask you or Western Power Networks asks you, you can agree to read the meter yourself and provide Western Power Networks or us with the meter readings for billing purposes (subject to validation and clause 4.7 of the code of conduct (where applicable to you)). Where a type 7 connection point exists we will bill you in accordance with the metering code.

In any event and provided a meter has been installed at your premises, we will use our best endeavours to ensure that Western Power Networks obtains metering data for your premises at least once every 12 months.

If we cannot reasonably base a bill on *Western Power Networks'* or your reading of the meter, then we will provide you with an estimated bill in accordance with the code of conduct (where applicable to you) and we will inform you in the bill that the bill was estimated. If your bill is estimated you can contact us and we will tell you the basis of that estimation and the reason for the estimation. If we have provided you with an estimated bill and we subsequently obtain an actual meter reading from Western Power Networks or you, then your next bill will be adjusted to take account of that meter reading.

5.2 You can request a meter test

You can ask us to test the meter to ensure that it is measuring accurately and we will arrange for Western Power Networks 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 Western Power Networks 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.

6 BILLS

6.1 When we will bill you

Subject to clause 6.2, we will bill you in accordance with the billing cycle that we set for our customers from time to time. As an indication, our billing cycle is no more than once a month and no less than once every three months, unless you have agreed otherwise (including pursuant to clause 6.2).

6.2 First bill exception to billing cycle

You acknowledge that you will need to terminate your existing contract with us in order to enter into this contract. This may result in you receiving a first bill from us that does not cover the entire billing cycle. You agree to us issuing you a first bill outside of the normal billing cycle and agree to pay it in accordance with these terms and conditions.

After the first bill, all bills issued to you will be in accordance with our billing cycle.

6.3 Content of your bill

You acknowledge that, given the nature of the Peak Demand Saver Charges and Offset under this contract, we may be unable to provide you a bill detailing:

- (a) average daily consumption; or
- (b) a graph or bar chart illustrating the amount due on your consumption for the period covered by the bill, the previous bill and the bill for the same period last year.

You consent to your bills not containing this information.

6.4 Paying your bill

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 find out the range of payment options that you can choose from by referring to your bill, by visiting our website or by calling our customer service centre.

6.5 If you are having trouble paying

If you are having trouble paying your bills, please advise us. We will assess your request within 3 business days of your request and we will offer you assistance (for example, instalment plans) in accordance with the code of conduct (where applicable to you) and our payment difficulties and financial hardship policy if you qualify for that assistance.

6.6 If you do not pay your bill

- (a) If you do not pay the total amount payable for any bill by the due date, then we can:
 - (i) send a disconnection warning to you; and
 - (ii) subject to complying with clause 5.6 of the code of conduct (where applicable to you), charge you a fee for each overdue account notice we send to you; and

- (iii) charge you interest on the amount you have not paid; and
 - (iv) disconnect your electricity supply; and
 - (v) shorten your billing cycle.
- (b) 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's fees and legal fees)**.
- (c) If you pay a bill and the payment is dishonoured or reversed and, as a result, we have to pay fees to any other person, you must reimburse us for those fees.
- (d) If your account remains overdue for more than 60 days, we may give information about you to a credit reporting agency. This information will allow the credit reporting agency to create or maintain a credit information file containing information about you. The information that we disclose about you can include any of the following:
- (i) Identity details – your name, sex, address (and your previous two addresses), date of birth, name of employer and drivers licence number
 - (ii) Amounts that are overdue by more than 60 days and for which debt collection action has started;
 - (iii) Advice that your payments are no longer overdue in respect of any default that has been listed;
 - (iv) Information that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations); and
 - (v) Dishonoured cheques – a cheque drawn by you for \$100 or more which has been dishonoured more than once.

This information may be given before, during or after the supply of services to you.

6.7 Billing data

If you consume less than 50 MWh of electricity per annum (before any Offset deducted from your bill in accordance with these terms and conditions), we will give you the billing data for the premises upon request. Unless we are required by law to provide this billing data to you free of charge, you must pay us a reasonable fee before we provide the data to you. For example, this information will be free of charge:

- (a) for the first request that you make in a year if the data requested is for a period less than the last 2 years, or
- (b) if you request the billing data in relation to a dispute with us.

If you have registered for our online services, you may be able to access this information directly from our website at no cost.

7 REVIEWING YOUR BILL

7.1 Reviewing a bill

If you have a query about your bill and you ask us to review the bill, then we will review it.

In the meantime, you must pay to us the balance of the bill that is not being queried or an amount equal to the average amount of your bills over the previous 12 months (excluding the bill that you are querying), whichever is less. If you have any other bills that are due, then you must also pay those bills by the due dates.

If in accordance with clause 4.16 of the code of conduct (where applicable to you) you request us to review your bill, then we will review your bill and inform you of the outcome of the review as soon as we can and no later than 20 business days from the date we are taken to receive your request for us to review your bill.

If after a review of your bill:

- (a) we are satisfied the bill is correct, we:
 - (i) may require you to pay the unpaid amount; and
 - (ii) will advise you that you can ask us to arrange a meter test; and
 - (iii) will advise you of our customer complaints policy and any external complaints handling processes; or.
- (b) we are satisfied the bill is incorrect, we will adjust the bill for any undercharging or overcharging (clause 7.2 explains how we do this).

7.2 Undercharging and overcharging

- (a) If we undercharge you for any reason, then we can require you to make a correcting payment. However, if you are a customer who consumes not more than 160 megawatt hours of electricity per annum (before any Offset deducted from your bill in accordance with these terms and conditions) and we undercharge you due to an error, defect or default for which we or Western Power Networks are responsible, we can only require you to make a correcting payment for amounts undercharged in the 12 months prior to the date that we advise you that you have been undercharged and we will offer you the option to pay the correcting payment by instalments. If you are a customer who consumes more than 160 megawatt hours of electricity per annum, then we can recover the amount of any undercharge subject to and in accordance with applicable laws, including the Energy Operators (Powers) Act 1979 (WA).
- (b) If we overcharge you due to an error, defect or default for which we or Western Power Networks are responsible (including where the meter has been found to be defective), then, subject to the code of conduct (where applicable to you) and to clause 22, we will credit the amount to your account or we may give you the option of having the amount repaid to you. The 12 month limit referred to in clause 7.2(a) does not apply to amounts that we have overcharged you.

8.1 Electricity supply equipment

The electricity supply equipment remains the property of Western Power Networks at all times and Western Power Networks is responsible for installing and maintaining the electricity supply equipment.

You must not do anything that will damage or interfere with the electricity supply equipment or use electricity in a way that interferes with that equipment.

“electricity supply equipment” means the meter (if any) for the premises and all wiring, apparatus and other equipment or works located upstream from the point that electricity leaves that meter or, if there is no meter for the premises, upstream from the connection point for the premises and which are used by us or by Western Power Networks for, or in connection with, the supply of electricity and any wiring, apparatus or other equipment or works belonging to us or Western Power Networks located downstream of the point that electricity leaves the meter for the premises or, if there is no meter for the premises, downstream of the connection point for the premises which are used by us or by Western Power Networks for, or in connection with, the supply of electricity.

8.2 Your equipment

You are responsible for keeping your equipment in good working order and condition.

“your equipment” means all wiring, apparatus and other equipment or works located at the premises which are used for, or in connection with, the supply or consumption of electricity, except any electricity supply equipment or your small renewable energy system.

8.3 Prohibited activity

You must not and you must not allow anyone else to:

- (a) tamper with, bypass, circumvent or otherwise interfere with the electricity supply equipment, or do anything that will prevent us or Western Power Networks from accessing the electricity supply equipment;
- (b) use electricity in a way that interferes with the supply of electricity to anyone else;
- (c) use electricity in a way that interferes with the supply of electricity by us to you;
- (d) use electricity in a way that causes loss to us or anyone else; or
- (e) contravene any applicable laws in relation to the use of electricity, use or operation of the electricity supply equipment or use or operation of your equipment.

8.4 Small renewable energy system

- (a) You must, at your cost ensure that the small renewable energy system complies with the technical rules and any system compliance requirements specified by Western Power Networks. In

addition, you must pay all costs associated with the installation and maintenance of the small renewable energy system.

- (b) Your small renewable energy system may be disconnected from the Western Power Networks network for operational reasons or for planned maintenance.
- (c) Your small renewable energy system may be disconnected from the Western Power Networks network at any time without notice in an emergency.
- (d) If the Western Power Networks network is unable or not permitted to accept electricity exported from your small renewable energy system for any reason then no amounts are payable or credited to you. We will only purchase electricity exported at the connection point.

8.5 Small renewable energy system - laws, approvals, liaison and information

- (a) You must at all times comply with all applicable laws, including, without limitation, by obtaining and maintaining all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for the small renewable energy system to generate electricity and to export electricity into the Western Power Networks network.
- (b) You must maintain the small renewable energy system (and all associated equipment) in good working and reliable order and available for export of electricity to the Western Power Networks network.
- (c) You **must submit a Synergy “Renewable energy system and/or battery storage system application” form (as amended or replaced by us from time to time)** and obtain our consent in writing to the change before any change is made to the small renewable energy system including, but not limited to, any operational, structural or functional change such as any change in the small renewable energy system's generation capacity or its export capacity. If you do not do so, it may result in, but is not limited to, you being ineligible for Solar Sell Back credits. Any such consent given by us does not in any way limit, remove, vary or waive (or condone or ratify any breach of) any of your obligations under the contract.
- (d) You must provide us with information we reasonably require for the purposes of the contract in the required format and by the specified deadline.

9 MOVING PREMISES

9.1 New electricity connection

If you move into the premises and it does not already have an existing electricity connection, then we will sell you electricity from the day that is the later of:

- (a) the end of the cooling-off period; or
- (b) that Western Power Networks connects the premises to the network and energises the premises.

9.2 Existing electricity connection

If you move into the premises and it has an existing electricity connection that complies with the eligibility criteria required under these terms and conditions, then we will charge you for electricity supplied to the premises from the date that the meter at the premises was last read, unless you read the meter and advise Western Power Networks of the meter reading within 3 business days of the day that you move in. If a final meter reading was not taken, we will estimate the amount of electricity used by the previous occupant so we do not overcharge or undercharge you.

9.3 Supply for new and existing electricity connections

For the avoidance of doubt, we will not supply you electricity pursuant to clauses 9.1 and 9.2 above until after the cooling-off period ends.

9.4 Moving out of the premises

- (a) If you move out of the premises and no longer wish to obtain an electricity supply at the premises, you must notify us:
 - (i) of the date of your departure from the premises at least 3 business days before you move out; and
 - (ii) of an address where the final bill can be sent.
- (b) If you notify us as described in clause 9.4(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 for electricity consumed at the premises and other charges relating to your supply at the premises (including, for example, Peak Demand Saver Charges) up to the day you move out of the premises.
- (c) If you have demonstrated to us that you were evicted from the premises or were otherwise required to vacate the premises, we will not require you to pay for electricity consumed at the premises from whichever is the later of, the date you vacate the premises and the date that you notify us of the following:
 - (i) the date that you vacated or intend to vacate the premises; and
 - (ii) a forwarding address to which a final bill may be sent.

However, we may still charge you for other charges relating to your supply at the premises (including, for example, supply charges and our reasonable charges for reading the meter).

- (d) If you move out of the premises and no longer wish to obtain an electricity supply at the premises, and you have not notified us of that and of an address where the final bill can be sent, at least 3 business days before you move out, then, subject to any applicable laws, we may require you to pay for our reasonable charges for reading the meter and for electricity consumed at the premises for up to a maximum of 5 days after you do notify us that you have moved out of the premises.
- (e) If you move out of the premises and no longer wish to obtain an electricity supply at the premises and you have given us at least 3 business days' notice of the time of your departure from the premises and of an address where the final bill can be sent before

you move out, then (despite the notice requirements in clause 9.4(a)) we may require you to pay for our reasonable charges for reading the meter and for the electricity consumed at the premises only up to the day you move out of the premises.

If your final bill is in credit after you have paid us all amounts payable under clause 9.4(b), (c), (d) or (e), then you can choose to have us credit your new account with this amount or repay the amount to you.

10 ACCESS TO THE PREMISES

- (a) You must let us or persons nominated by us (including Western Power Networks) have safe and unrestricted access to the premises when we need it and without having to give you notice, at all reasonable times and at any time in an emergency, for the purposes of the performance of our functions in relation to the supply of energy to you or, where Western Power Networks need access, for the purposes of the performance of their functions in relation to their electricity supply equipment, including:
- (i) to read the meter; or
 - (ii) to inspect or work on the electricity supply equipment; or
 - (iii) to disconnect your electricity supply; or
 - (iv) to inspect or work on your equipment; or
 - (v) for any other reason relating to the supply of electricity to the premises.
- (b) A person entering the premises on our behalf will clearly display identification that identifies the person as our employee or agent and show his or her identification to you if you ask to see it.
- (c) If you do not provide safe and unrestricted access to the premises for the purposes of a meter reading by Western Power Networks, we may request you to read the meter and provide the meter reading to Western Power Networks. If we make that request then you must read the meter and provide the meter reading to Western Power Networks within the timeframe specified in our request. This does not prejudice our rights and remedies in respect of your breach of clause 10(a)(1).
- (d) Nothing in this contract limits or excludes in any way the consent you are deemed to have given under section 46(9) of the Energy Operators (Powers) Act 1979 (WA) and this clause 10 is otherwise subject to clause 23.5 (which relates to the application of laws).

11 PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

11.1 Eligibility conditions on life support

You must advise us if you or a person residing at the premises is dependent on life support equipment and give us written confirmation from an appropriately qualified medical practitioner that the person requires life support equipment at the premises.

You must advise us as soon as possible if you or a person residing at the premises who is dependent on life support equipment vacates the premises or no longer requires life support equipment.

11.2 Interruptions

If you have advised us (or we are otherwise aware) that you or a person residing at the premises is dependent on life support equipment, then we will notify Western Power Networks so that Western Power Networks does not disconnect the premises for failure to pay a bill while the person requiring life support equipment continues to reside there or make any planned interruption to the electricity supply at the premises without giving you **at least 3 days' written notice**. However, in an emergency, we or Western Power Networks can interrupt your electricity supply without giving you prior notice.

It is therefore very important that you make suitable alternative arrangements (for example a back-up supply or alternative power source) to address the needs of any person residing at the premises who is dependent on life support equipment.

11.3 Disconnections

If you have advised us (or we are otherwise aware) that you or a person residing at the premises is dependent on life support equipment, then we cannot arrange to disconnect your electricity supply because you fail to pay us a bill by the due date while the person requiring life support equipment continues to reside at the premises.

12 INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY

12.1 Emergency and other reasons

We can interrupt or disconnect your electricity supply at any time without notice to you in an emergency, if we are permitted or required by law or if Western Power Networks requires us to do so. We will use our best endeavours to turn your electricity on again as soon as reasonably practicable once it is safe to do so.

If we disconnect your electricity supply because that emergency was caused or substantially contributed to by you or anyone under your care, custody or control or who was present at the premises with your permission, then we can charge you a fee for disconnecting your electricity supply and we can also charge you a fee for reconnecting your electricity supply. We will reconnect your electricity supply when you ask us to do so and we are satisfied that the emergency no longer exists and it is otherwise safe to reconnect your electricity supply.

12.2 Planned work on distribution system

We can interrupt or disconnect your electricity supply at any time if Western Power Networks needs to carry out planned work on a distribution system. Western Power Networks will advise you directly if it needs to carry out planned work.

12.3 Events beyond your control

If an event beyond your control occurs and prevents you performing any of your obligations under this contract to any extent, you must tell us as soon as reasonably practicable, and you are then not required to perform that obligation to the extent and for as long as you are prevented by that event beyond your control. However, you must pay your bill by the due date shown on the bill, even if an event beyond your control occurs.

12.4 Events beyond our control

If an event beyond our control occurs and prevents us performing any of our obligations under this contract, then we are not required to perform that obligation to the extent and for as long as we are prevented by that event beyond our control. If such an event beyond our control occurs and we consider it appropriate to do so, we may notify you of the event beyond our control by any reasonable means, including by a public announcement (for example, on television, radio or in a newspaper).

12.5 Disconnection due to your actions

We can arrange for Western Power Networks to disconnect your electricity supply, acting in accordance with clause 12.6 and any applicable laws, if:

- (a) you fail to pay a bill in full by the due date shown on the bill; or
- (b) you do not give us or Western Power Networks safe and unrestricted access to the premises or the meter at the premises; or
- (c) you commit a fraud relating to our supply of electricity to you at the premises or any other premises; or
- (d) you get electricity supplied to the premises illegally; or
- (e) you fail to keep your equipment in good working order or condition; or
- (f) you get electricity supplied to the premises in breach of this contract; or
- (g) you commit a substantial breach of any of your obligations under this contract; or
- (h) without limiting any of the above paragraphs, you breach any of your obligations under this contract where that breach is capable of remedy and you fail to remedy the breach within 10 business days of us requesting you to do so.

12.6 Things we must do before disconnecting your electricity supply

If we wish to disconnect your electricity supply because you fail to pay a bill within the meaning of clause 7.1 of the code of conduct, we will (subject to the code of conduct (where applicable to you)):

- (a) give you a reminder notice not less than 13 business days from the date that we sent you the bill; and
- (b) if you still have not paid us after the reminder notice, then give you a disconnection warning not less than 18 business days from the date that we sent you the bill, advising you that we will disconnect you on a day that is at least 5 business days after the date you are deemed to receive the disconnection warning; and
- (c) not disconnect you until at least 1 business day after the date that we say we will disconnect your electricity supply in the disconnection warning.

If we wish to disconnect your electricity supply because you fail to give us or Western Power Networks access to the meter at the premises, we will:

- (d) only disconnect you if you deny access for at least 12 consecutive months; and

- (e) give you at least a 5 business days' **written notice**:
 - (i) advising you of the next date or timeframe of a scheduled meter reading at the premises; and
 - (ii) requesting access to the meter at the premises for the purpose of the scheduled meter reading; and
 - (iii) advising you of our ability to arrange disconnection if you fail to provide access to the meter; and
- (f) use our best endeavours to contact you; and
- (f) give you an opportunity to offer reasonable alternative access arrangements; and
- (g) if you still have not given us or Western Power Networks access, give you a disconnection warning advising you that we will disconnect you on a day that is at least 5 business days from the day you are deemed to receive the disconnection warning.

Unless you have requested us to disconnect your electricity supply or we are required to disconnect your electricity supply due to an emergency, we will not arrange for disconnection:

- (h) if you have made a complaint directly related to the reason for disconnection to us, Western Power Networks, the electricity ombudsman (as defined in the code of conduct) or another external dispute resolution body and that complaint has not been resolved;
- (i) after 3.00 pm Monday to Thursday;
- (j) after 12.00 noon on a Friday; or
- (k) on a Saturday, Sunday, public holiday or on the business day before a public holiday except where Western Power Networks has arranged for a planned interruption under clause 12.2.

12.7 Reconnection of electricity supply

If your electricity supply is disconnected under clause 12.5, then we will arrange for Western Power Networks to reconnect your electricity supply when you ask us to reconnect your electricity 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 at the premises or we are reasonably satisfied that you cannot continue to obtain your electricity in the unauthorised way and you have paid all amounts owing to us under this contract (or agreed with us an arrangement to pay them).

Before we arrange for Western Power Networks to reconnect your electricity supply under this clause 12.7, you must pay us:

- (a) all reasonable costs we incur in disconnecting your electricity supply; and
- (b) a fee for reconnecting your electricity supply under this clause 12.7 or accept an instalment plan for our fee for reconnecting your electricity supply under this clause 12.7; and

- (c) for all electricity that you used (or which we estimate that you used) and have not paid for (except to the extent you have agreed our offer for you to repay the debt via an instalment plan or other payment arrangement).
- (d) If we are obliged to reconnect your electricity and you ask us to reconnect your electricity at a time:
- (e) before 3.00pm on a business day, then we will forward your request to Western Power Networks on that day; and
- (f) after 3.00pm on a business day or on a day that is not a business day, then we will forward your request to Western Power Networks no later than the next business day.

12.8 Consequences of disconnecting your electricity supply

If Western Power Networks disconnects your electricity supply at our request under clause 12.5, then:

- (a) we can, or we can arrange for Western Power Networks, to remove or physically disconnect the meter at the same time that the supply of electricity 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 electricity supply.

12.9 Reporting illegal use

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

13 ELECTRICITY SUPPLY

13.1 The nature of the electricity supplied to you

In order to sell electricity to you, we ask Western Power Networks to deliver the electricity through the electricity network.

The electricity network is operated by Western Power Networks and we cannot control the way in which Western Power Networks operates the electricity network. For example, we cannot control the quality, frequency or continuity of electricity being supplied to you through the electricity network.

As a result, the electricity supplied to you:

- (a) may not be free from interruptions or fluctuations and may fluctuate in quality from time to time;
- (b) will be of the quality of electricity contained in the electricity network; and
- (c) may not suit your specific needs if, for example, you have specific goods or equipment at your premises that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality.

There are things you can do to minimise the impact of these interruptions, fluctuations and other supply limitations so that you can protect your property and interests.

For example, in the case of an unexpected, prolonged power outage affecting your refrigerator/freezer contents, you may be reasonably able to minimise your loss (depending on the circumstances) by asking a friend/neighbour if you can use their refrigerator/freezer (if they are not affected by the outage) or by obtaining bagged ice from your local service station or other outlet. If those or similar options would not be reasonably available to you in that situation, then you should consider if the value of the contents of your refrigerator/freezer (such as important medicines or expensive foods, wines or other produce) means they are worth protection by some other, possibly more substantial and reliable means that you could reasonably put in place (such as a back-up power supply).

You are best placed to know your particular needs and how best to protect them. So, if you do have particular needs or specific goods or equipment that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality, then you should take reasonable care to ensure you:

- (a) address your particular needs, including making suitable alternative arrangements (for example, a back-up supply or alternative power source);
- (b) protect persons, property, goods and equipment at the premises from any loss, harm or damage that arises if the electricity supplied to you is not free from interruptions or fluctuations in supply or fluctuations in quality (for example, installing surge protection devices for sensitive equipment); and
- (c) otherwise do what you reasonably can to mitigate your loss arising from any interruptions or fluctuations in supply or fluctuations in quality.

Further, as electricity is by its nature inherently dangerous (including risks of fire and electrocution) you must take care in relation to your use and treatment of electricity supplied. You must only use electricity with appropriate wiring, fittings, appliances and installations that comply with applicable laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed electrician. For more information on electricity safety please contact EnergySafety – Department of Commerce.

13.2 Operation of the electricity network

As an electricity retailer, we are not responsible for matters relating to the operation of the electricity network. However, to assist you when you raise a concern with us about your electricity supply, we can:

- (a) supply you with a copy of the distribution standards if you pay us a fee; and
- (b) respond to a request about changes in the quality of your electricity supply that exceed the distribution standards; and
- (c) advise you about things you can do to avoid interfering with electricity **network equipment or another person's electricity supply; and**

- (d) forward your concerns to Western Power Networks.

For more information about how you can raise a concern with us about your electricity supply, visit our website or call our customer service centre.

14 LIABILITY

14.1 Protected rights

- (a) If you are a Consumer, we may be taken to have given you certain consumer guarantees under the Australian Consumer Law about the supply of goods (including electricity) or services (if any) to you. If we fail to comply with those consumer guarantees, then you may have rights against us under the Australian Consumer Law that we are prohibited by law from excluding, restricting or modifying.

However, where any electricity or other goods or services (if any) supplied under this contract are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of any consumer guarantee applicable to our supply of those goods or, if applicable, services under the Australian Consumer Law, is (to the extent permitted by the Australian Consumer Law) limited to any one or more of the following, as determined by us:

- (i) the supply of equivalent goods or, as applicable, the supply of the services again;
 - (ii) the payment of the cost of acquiring equivalent goods or, as applicable, of having the services supplied again.
- (b) Nothing in this contract is to be taken to exclude, restrict or modify Your Protected Rights if and to the extent that we are prohibited by law from excluding, restricting or modifying them. This applies whether or not you are a Consumer.
- (c) This clause 14.1 takes precedence over every other provision of this contract and applies despite any other provision of this contract to the contrary. If another provision of this contract has (or, but for this clause 14.1(c), would have) an effect that is inconsistent and conflicts with clause 14.1, then this clause 14.1 overrides that other provision and that other provision will not apply where and to the extent it is inconsistent and conflicts with clause 14.1.

14.2 Other liability limitations

- (a) Protected rights have priority
Your Protected Rights are not excluded, restricted or modified by this clause 14.2, if and to the extent that such an exclusion, restriction or modification is prohibited by law.
- (b) All customers – general exclusion of implied warranties etc
Unless this contract expressly provides otherwise, all conditions, warranties and guarantees you may have at any time in relation to this contract (including without limitation any rights of recovery or to compensation) however arising, are, to the maximum extent permitted by law, excluded. However, please note clause 14.2(a) which relates to Your Protected Rights.
- (c) All customers - general exclusion of our Supply Related Liability

We supply electricity, but we do not own or operate the network. The network is operated by Western Power Networks. Unless otherwise expressly provided in this contract (such as, in clause 14.2(e)), in no event are we liable to you for any Supply Related Liability. However, please note clause 14.2(a) which relates to Your Protected Rights.

Although we, as an electricity retailer, may not be responsible for Supply Related Liability, if you ask us, we will raise concerns that you may have in relation to your electricity supply with Western Power Networks. You may also be eligible for a service standard payment from Western Power Networks in certain circumstances under the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 or the code of conduct. You can obtain more information about this payment by contacting Western Power Networks or us.

- (d) All customers – our statutory liability limitations still apply

To the extent we are liable to you for any loss or damage under this contract, that liability is limited to the fullest extent permitted under law, including the Energy Operators (Powers) Act 1979 (WA) and the Electricity Corporations Act 2005 (WA). However, please note clause 14.2(a) which relates to Your Protected Rights.

- (e) Residential customers & non contestable customers – additional limitations of our liability

To the fullest extent permitted by law we will not be liable to you for any loss, damage or liability (including any excluded loss and any Supply Related Liability) arising for any reason under or in relation to this contract. However, that limitation does not apply to any direct loss (including any direct loss that is Supply Related Liability) you suffer or incur to the extent it is caused by our negligence. In no event are we liable to you for any excluded loss. However, please note clause 14.2(a) which relates to Your Protected Rights.

- (f) All customers - our liability limitations are cumulative

Each of the limitations of our liability in this clause 14.2 applies in addition to each and every other relevant limitation of our liability, whether provided in this contract, at law or otherwise.

14.3 Indemnity

- (a) Protected rights have priority

Your Protected Rights are not excluded, restricted or modified by this clause 14.3, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

- (b) Indemnity

You must indemnify us fully against all and any loss, damage or liability of any kind caused by, consequent upon, or arising out of any acts or omissions on your part in relation to:

- (i) your breach of any term of this contract;
- (ii) your breach of any applicable laws; or
- (iii) your negligence, fraud, theft or other wrongful act or omission,

but only to the extent that such loss or damage was reasonably foreseeable as a possible consequence of your breach, negligence,

fraud, theft or other wrongful act or omission, and that doing so would not be inconsistent and conflict with clause 14.1.

This indemnity is without prejudice to any other right or remedy we have and survives termination of this contract.

14.4 Small Renewable Energy System Liability

(a) Protected rights have priority

Your Protected Rights are not excluded, restricted or modified by this clause 14.4, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

(b) Limitation on liability

You are responsible for the small renewable energy system and its use. Subject to Your Protected Rights you agree that we will not be liable for any loss, damage or injury that may be caused by the small renewable energy system or its use.

You must install adequate protection devices to protect the small renewable energy system from faults (including without limitation, power surges) on the Western Power Networks network. Subject to Your Protected Rights, Synergy will not accept liability for any loss or **damage to the customer's system or for any injury arising as a result of the customer failing to install such protection device.**

14.5 Legitimate interests

The terms of this clause 14 (including those that exclude, restrict or modify our liability) are reasonably necessary to protect our legitimate interests, including in the circumstances and for the reasons outlined in clause 13 and by appropriating risks so as to help minimise our charges for electricity for all our customers.

15 CONFIDENTIALITY OF YOUR INFORMATION

(a) Unless we are permitted to do otherwise under this contract, we will use and otherwise deal with your information and keep it confidential, subject to and consistent with our privacy policy. In particular, but without limiting the above, we will keep your information confidential unless:

- (i) we have your prior written consent; or
- (ii) the law (including applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits us to disclose it; or
- (iii) we need to use the information for our regulatory reporting or compliance, or in any legal or regulatory proceedings; or
- (iv) the information is already in the public domain; or
- (v) we believe you have obtained or used electricity illegally or in an unsafe manner and, as a result, we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety, Western Power Networks or the Police (as appropriate); or
- (vi) we use the information for business purposes, provided that we will only do so subject to applicable laws and, if you are an individual purchasing electricity for a private purpose, then we will only do so to the extent such use:

(A) does not cause a significant imbalance of the parties' rights and obligations arising under this contract; or

(B) is reasonably necessary in order to protect our legitimate interests from time to time; or

(C) does not cause you detriment (whether financial or otherwise); or

(D) is otherwise permitted under any of paragraphs (i) to (v) of this clause (both inclusive).

(b) We will ensure our privacy policy is consistent with applicable privacy laws. A copy of our privacy policy is available on our website (www.synergy.net.au).

(c) You agree to the above arrangements, including to the terms of our privacy policy and any use or disclosure of your information which is required or permitted by this contract, our privacy policy, applicable privacy laws or any other law.

16 COMPLAINTS

If you wish to raise a complaint concerning our performance of your electricity supply, we encourage you to contact us to discuss the issue. We will manage and consider your complaint consistently with our customer complaints policy. We will ensure our customer complaints policy complies with the Australian Standard on Complaints Handling [AS ISO 10002:2006] as amended and in force from time to time.

If you are not satisfied with how your complaint is being managed you may have the complaint considered by a senior member of staff. If you are not satisfied with our response to your complaint you may request our response and reasons in writing. Should you remain dissatisfied with our response, you may raise the complaint with the Energy Ombudsman Western Australia, whose contact details can be found in our customer complaints policy.

17 INFORMATION

17.1 We will provide you with information

If you wish to obtain further information about the contract or the supply of electricity, please contact us. If you request it, we will provide you with:

- (a) information on the Peak Demand Savers Charges, standard price and our other fees within 8 business days of the date of receipt of your request (**where "date of receipt"** has the meaning given to that term in the code of conduct); and
- (b) general information on energy efficiency, including how you may arrange for an energy efficiency audit of the premises and the typical running costs of major domestic appliances; and
- (c) information on the distribution of electricity; and
- (d) information on the types of concessions available to you; and
- (e) any other information we said we would provide you in this contract.

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

17.2 You must provide us with information

- (a) You must provide us with information we reasonably require for the purposes of this contract. For example without limitation, we may need personal details necessary to establish your identity or a concession on your account, determine tariff eligibility or verify that life support equipment is required at your premises. All information must be correct, and you must not mislead or misrepresent the information you provide to us. We have rights if information you provide is incorrect, misleading or deceptive.
- (b) In accordance with applicable laws we may disclose information to state and federal government agencies, regulatory authorities or agencies with statutory functions for the purposes related to this contract. Such information includes but is not limited to your personal details relating to concessions or life support equipment.

17.3 Change of information

You must tell us if information you have provided to us changes. For example without limitation, 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) you change something at the premises which makes our access to the meter more difficult; or
- (c) you become aware of any problem with the electricity supply equipment which is at, or reasonably close to, the premises.

18 ENDING THE CONTRACT

18.1 When the contract ends

- (a) This contract will continue until you end the contract or we end the contract under clause 18.
- (b) If you end this contract because you enter into a new contract for the supply of electricity with us, this contract ends on the expiry of the cooling off period (if applicable) specified in the new contract.
- (c) If you end this contract because you enter into a contract for the supply of electricity with another retailer, this contract ends when we receive notification from Western Power Networks that your premises have been transferred to the other electricity retailer in accordance with the customer transfer code.

18.2 When you can end the contract

You can end the contract at any time by advising us at least 5 days before the day you want the contract to end.

18.3 When we can end the contract

- (a) The Peak Demand Saver price is a trial product. We have the right, in our sole discretion, to stop offering these terms and conditions to customers and terminate this contract with you. If we give you notice that these terms and conditions will cease to be offered to you, we will not charge you a fee for the final meter reading or a fee for the final bill under this contract and we will assist you to enter into a new

contract for the supply of electricity with us on different terms and conditions.

- (b) We can also end the contract by giving you prior notice if:
 - (i) you become insolvent (as defined in the Corporations Act 2001 (Cth)); or
 - (ii) you have a liquidator appointed; or
 - (iii) you become bankrupt (as defined in the Bankruptcy Act 1966 (Cth)); or
 - (iv) you commit a substantial breach of any of your obligations under this contract; or
 - (v) you breach any of your obligations under the contract for which we have a right under the contract or a written law to disconnect supply; or
 - (vi) you cease to be a residential customer living in the Alkimos Beach development; or
 - (vii) you cease to be eligible for a Peak Demand Saver price by failing to meet any of the eligibility criteria; or
 - (viii) without limiting any of the above paragraphs, you breach any of your other obligations under this contract where that breach is capable of remedy and you fail to remedy the breach within 10 business days of us requesting you to do so.
- (c) We can end the contract without giving you prior notice if you vacate the premises and after reasonable enquiry we are satisfied you no longer occupy or reside at the premises.
- (d) We may charge you fees if we end the contract for a reason in clause 18.3(b) or 18.3(c) in accordance with clause 18.4.

18.4 What happens after a contract ends

If the contract ends:

- (a) We may arrange for a final meter reading and for disconnection.
- (b) We may issue a final bill to you.
- (c) Subject to clause 18.3(a) and the provisions of any written law, we can charge you a fee for the final meter reading, disconnection and final bill.
- (d) We can remove the electricity supply equipment at any time and you must let us have safe and unrestricted access to the premises to allow us to do so.
- (e) You will remain liable to pay any outstanding payments to us and we will have no further obligation to supply electricity to you.
- (f) You must ensure that no electricity is exported through the connection point to the Western Power network from your small renewable energy system or otherwise from the premises. We may at your cost and expense (payable on demand) take appropriate action (including disconnection of the meter or reprogramming of the meter) to ensure that no electricity is exported.

19 SECURITY FOR PAYMENT OF BILLS

- (a) We can require you to provide security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee.
- (b) If you provide security we will keep the security in a separate trust account and identify it separately in our accounting records; and use and refund the security in accordance with all applicable laws.

20 GST

- (a) In this clause:
 - (i) GST has the meaning given to that term in the GST Law.
 - (ii) GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (iii) adjustment note, recipient, supplier, tax invoice and taxable supply have the meanings given to those terms in the GST Law.
- (b) All sums payable, or consideration to be provided, under the contract are expressed inclusive of GST.
- (c) If there is a taxable supply under or in connection with the contract, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under the contract.
- (d) The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

21 ADJUSTMENTS FOR A CHANGE IN LAW AND NETWORK ACCESS COSTS

- 21.1 To the extent permitted by law, if a change in law occurs we may adjust the Peak Demand Saver price applicable under the contract to the extent necessary to place us in the position we would have been in under the contract had it not been for the change in law.
- 21.2 To the extent permitted by law, if a change in network access tariffs occurs, or a new network access tariff is imposed, we may charge you an amount to the extent necessary to reflect that proportion of the effect of the new network access tariff or change in network access tariffs, which we estimate in good faith is fairly attributable to or payable by you, taking into account the amount of electricity we supply to you.
- 21.3 To the extent permitted by law, if you change the rate at which you use electricity, we may adjust the Peak Demand Saver price applicable under the contract to the extent necessary to reflect that proportion of any increase in network access tariffs which we estimate in good faith is fairly attributable to or payable by you, taking into account the amount of electricity we supply to you.
- 21.4 This clause 21 does not limit or prejudice in any way any other rights we have from time to time to adjust the Peak Demand Saver price applicable under the contract.

22 SET OFF

We may set off any amount owing to us under this contract against any amount payable by us to you under this contract. Nothing in this contract limits our ability at law to set off any amount owing to us under this contract against any amount payable by us to you under another contract you may have with us, or to set off any amount payable by us to you under this contract against any amount owing to us under another contract you may have with us.

23 MISCELLANEOUS

23.1 Co-operation with Western Power Networks

- (a) You agree to:
- (b) co-operate with Western Power Networks in relation to the supply and consumption of electricity at the premises, including in relation to connecting your premises to the distribution system and disconnecting the premises from the distribution system; and
- (c) allow us to give Western Power Networks your details.

23.2 Notices

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 23.2(c), is taken to be received:
 - (i) in the case of a verbal communication, at the time of the communication; and
 - (ii) in the case of hand delivery, on the date of delivery; and
 - (iii) in the case of post, on the second business day after posting; and
 - (iv) **in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and**
 - (v) **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**
 - (vi) in the case of online feedback to us via our internet website contact system, on the date on which our systems record that the online feedback was successfully received; 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.

23.3 Electronic means

- (a) You agree that we can use electronic means to give information to you.
- (b) We can decide procedures as to how communication by electronic means will operate and what things can be communicated by electronic means.

- (c) If you are not able to receive information by electronic means, we can decide to give information to you by other means such as mail.

23.4 No assignment

- (a) Unless we give you our prior written consent, you must not transfer, assign or otherwise dispose of any of your rights or obligations under the contract.
- (b) We can assign or novate the contract without notice to you, to any person that we believe has reasonable commercial and technical capability to perform our obligations under the contract, and you are taken to have agreed to any such assignment or novation.

23.5 Application of laws

Nothing in the contract limits or excludes the rights, powers and remedies that we have at law (including under the Energy Operators (Powers) Act 1979 (WA) and the Electricity Corporations Act (2005) (WA)) or in equity.

The contract also does not in any way limit our or your obligations to comply with the lawful directions of any lawful authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety and the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

23.6 Entire Agreement

The contract and all applicable written laws represent the entire agreement between you and us relating to the matters covered by this contract.

23.7 Waiver of rights

If we do not enforce any right under the contract then this must not be construed as a waiver of that or any other of our rights under the contract or otherwise prevent us exercising any of them later.

23.8 Governing Law

The contract is governed by the laws of the State of Western Australia.

23.9 Amendments to Contract

We can change these non-standard electricity terms and conditions without your consent from time to time. We will notify you of any changes to this contract and if you do not agree with the changes, you may terminate this contract in accordance with clause 18.2.

23.10 Effect of invalid terms

If any term of the contract is invalid or unenforceable it can be severed from the contract without affecting the enforceability of other contract terms.

23.11 Authorised representatives

- (a) You can, by giving us notice at any time at or after establishment of the contract, appoint a person nominated in your notice to be your authorised representative to act for and on your behalf under and in relation to the contract. By appointing an authorised representative you agree to give that person full, unrestricted power and authority to act for you and on your behalf as your agent under and in relation to

the contract (but not any other matter). This includes, doing all or some of the following for you and on your behalf under and in relation to the contract:

- (i) incurring liabilities for you to pay money,
 - (ii) accessing your account information and personal details,
 - (iii) giving and receiving notices, consents, instructions and other information,
 - (iv) making enquiries,
 - (v) exercising rights, powers and remedies,
 - (vi) completing transactions,
 - (vii) changing contact details,
 - (viii) arranging additional time to pay an invoice,
 - (ix) entering into direct debit, instalment plans and other payment arrangements,
 - (x) requesting refunds,
 - (xi) changing from your Peak Demand Saver price to another price,
 - (xii) requesting the provision of services such as a meter test,
 - (xiii) applying for new concessions and terminating existing concessions; and
 - (xiv) ending your contract.
- (b) Notwithstanding clause 23.11(a) you may limit the matters your authorised representative can perform on your behalf by providing notice to us including but not limited to specifying in that notice the matters your authorised representative cannot perform on your behalf.
- (c) Any such appointment commences on the date of appointment specified in your notice to us appointing the authorised representative (or any later date when we first receive that notice), and continues in full force and effect until:
- (i) the date for termination of appointment you specify in your notice to us terminating the appointment of your authorised representative (or any later date when we first receive that notice of termination); or
 - (ii) if you have not specified a date for termination of appointment of your authorised representative at the time of that appointment then the date in which you subsequently notify us to terminate the appointment of your authorised representative.
- (d) This clause 23.11 survives termination of the contract for any reason.

24 DEFINITIONS AND INTERPRETATION

24.1 Definitions

In these terms and conditions, unless the context otherwise requires:

Australian Consumer Law means schedule 2 to the Competition and Consumer Act 2010 (Cth) as in force as a law of the Commonwealth under that Act, and as in force as a law of Western Australia under the Fair Trading Act 2010 (WA).

billing cycle means, subject to clause 6.2, the regular recurrent period in which you receive a bill from us.

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

change in law means a change in an existing law or the imposition of a new law, which directly or indirectly, results in an increase in our cost of supplying or selling electricity to you under this contract.

Charges By-laws means the Energy Operators (Electricity Retail Corporation) (Charges) By-laws 2006 (WA).

code of conduct means the Code of Conduct for the Supply of Electricity to Small Use Customers as amended from time to time under section 79 of the Electricity Industry Act 2004 (WA).

concession means a concession, rebate subsidy or grant related to the supply of electricity available to a residential customer only.

connection point has the meaning given to that term in the metering code.

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

contestable customer has the same meaning as in the code of conduct.

contract means the legally binding agreement between you and us, of which these are the terms and conditions.

cooling-off period means the period of 10 business days starting at the start of the first business day after the contract is entered into.

customer complaints policy means our published policy in force from time to time (as amended or replaced by us from time to time) describing the process to be followed by us in responding to a complaint by you and which can be obtained on request from our customer centre or from our website.

customer transfer code means the Electricity Industry Customer Transfer Code 2004 (WA).

Daily Charges means the supply charge and the administration charge, both charged to the Customer as a flat fee on a daily basis. For more information on the Daily Charges, please see www.synergy.net.au/peakdemandsaver or contact us.

direct loss does not include any excluded loss.

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 if you have failed to provide access to the meter, and explaining the complaint handling process that you can use if you disagree with your bill.

distribution system means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transportation of electricity at nominal voltages of less than 66 kilovolts (kV).

electricity supply equipment is defined in clause 8.1.

electronic means has the same meaning as in clause 1.5 of the code of conduct.

eligibility criteria means each and every one of the following criteria to be satisfied by a customer:

- (i) be a residential customer;
- (ii) have an approved small renewable energy system with an upper limit of 30 kW connected to the premises;
- (iii) reside in the premises located within the Alkimos Beach Development; and
- (iv) have an interval meter or a meter capable of programming to such specifications.

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 power system security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

excluded loss means all and any of the following (whether or not known to or contemplated by us or you, or otherwise reasonably foreseeable at any time):

- (v) business interruption loss; or
- (vi) lost profits;
- (vii) loss of an opportunity;
- (viii) your liability to others under contracts, applicable laws or otherwise;
- (ix) indirect or consequential loss of any kind;
- (x) any loss to the extent it is caused by your own negligence or other fault; or
- (xi) any loss to the extent it is caused by an event beyond our control.

life support equipment means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme and renal dialysis equipment.

meter means the equipment used to measure the volume of electricity that we supply to you.

metering code means the Electricity Industry Metering Code 2005 (WA) as amended from time to time.

MWh means megawatt hour.

network access tariff means the charges payable by us to Western Power Networks from time to time for transmission, distribution and access services.

Off-peak Day Period means the period from midnight to 4:00pm daily.

Off-peak Day Rate means the rate charged for electricity consumed by the Customer during the Off-peak Day Period. For more information on the Off-peak Day Rate, please see www.synergy.net.au/peakdemandsaver or contact us.

Off-peak Evening Period means the period from 8:00pm to midnight daily.

Off-peak Evening Rate means the rate charged for electricity consumed by the Customer during the Off-peak Evening Period. For more information on the Off-peak Evening Rate, please see the www.synergy.net.au/peakdemandsaver or contact us.

event beyond your control or event beyond our control means an event or circumstance affecting you (in the case of an event beyond your control) or us (in the case of an event beyond our control), and in each case that is beyond the direct control or influence of that affected person, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a distribution system or the electricity transmission system (as defined in section 3 of the Electricity Industry Act 2004 (WA)) but excludes your or our inability to pay any money due under this contract for any reason.

Offset is defined in clause 4.5.

payment difficulties and financial hardship policy means the policy that we have developed in accordance with the code of conduct and outlines, among other things, our policy on how we assist you to meet your payment obligations under the contract. A copy of this policy can be obtained on request from our customer centre or from our website.

Peak Daily Period means the period from 4:00pm to 8:00pm daily.

Peak Daily Rate means the rate charged for electricity consumed by the Customer during the Peak Daily Period. For more information on the Peak Daily Rate, please see www.synergy.net.au/peakdemandsaver or contact us.

Peak Demand Saver Charges means the Peak Demand Saver price and the Daily Charges.

Peak Demand Saver price means, as the context requires, one or all of the Peak Daily Rate, the Off-peak Day Rate or the Off-peak Evening Rate.

premises means the address to which electricity will be supplied to you under the contract.

privacy policy means our published policy in force from time to time (as amended or replaced by us from time to time) specifying the steps taken by us to maintain customer confidentiality and which can be obtained on request from our customer centre or from our website.

private purpose means wholly or predominantly for personal, domestic or household use or consumption.

rebate means a rebate under by-law 9 of the Charges By-laws or such other rebate or concession that we publish as being available from time to time.

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 customer who consumes electricity solely for domestic use and does not consume more than 160 MWh of electricity per annum

small renewable energy system has the meaning given to that term in the Electricity Industry (Licence Conditions) Regulations 2005 (WA) as may be amended from time to time.

Solar Sell Back credits is defined in clause 4.5.

Solar Sell Back credits Rate means the rate paid by us for electricity you sell back to us as a Solar Sell Back credits. For more information on the Solar Sell Back credits Rate, please see www.synergy.net.au/peakdemandsaver or contact us.

standard price means a charge, fee or rental to be paid by you for or in connection with the supply of electricity under the Charges By-laws or those charges, fees or rentals for or in connection with the supply of electricity that we publish from time to time. Subject to the Charges By-Laws we can from time to time and at our discretion change the standard price you must pay to us for or in connection with the supply of electricity.

Supply Related Liability means any loss, damage or liability (including any excluded loss) arising for any reason from or in connection with:

- (i) any loss or curtailment of or interruption or delay in your electricity supply (including any delay in connection, disconnection or reconnection of your electricity supply);
- (ii) any surge, disruption or fluctuation in electricity supply or its quality from time to time; or
- (iii) us failing, for any reason, to supply electricity meeting any particular quality, reliability or quantity.

technical rules has the meaning given to it in clause 1.3 of the Electricity Networks Access Code 2004 (WA).

we and us means Electricity Generation and Retail Corporation trading as Synergy (ABN 58 673 830 106) of 228 Adelaide Terrace, Perth, Western Australia.

Western Power Networks means the person who owns and operates the South West Interconnected System (as described in the Electricity Industry Act 2004 (WA)).

you means the person to whom electricity will be supplied under the contract.

your equipment is defined in clause 8.2.

Your Protected Rights means:

- (i) any rights of recovery or to compensation you may have under the Australian Consumer Law (including in relation to excluded loss);
- (ii) any other rights of recovery or to compensation you may have under law, including, for example, any service standard payments that may be payable to you under part 14 of the code of conduct; or

- (iii) any other condition, warranty or guarantee (including the application of any consumer guarantee under the Australian Consumer Law) where applicable,

if and to the extent that we are prohibited by law from excluding, restricting or modifying them.

24.2 Interpretation

In the contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (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;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporate;
- (d) **a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;**
- (e) a reference to a clause is a reference to a clause of the contract;
- (f) headings are included for convenience and do not affect the interpretation of the contract;
- (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 from time to time;
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) **if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;**
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (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;
- (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 and a unit of measurement is to an Australian legal unit of measurement, as defined in the National Measurement Act 1960 (Cth).

Further Information

If you have any questions regarding your electricity supply, you can contact us

In writing:

Customer Service Manager
Synergy
GPO Box K851
Perth WA 6842

In person:

219 St Georges Terrace
Perth WA 6000

By internet using our “contact us” web page:

www.synergy.net.au

By telephone:

For billing, payment enquiries and complaints by residential customers, on 13 13 53 during business hours.

For TTY users (hearing impaired customers) on (08) 9221 8608 during business hours.

For telephone interpretation services (TIS) on 13 14 50 during business hours.

For customers residing outside Western Australia on (08) 6212 2222 during business hours.

To report a fault or emergency, 24 hours a day on 13 13 51.