



Standard Electricity Agreement

Terms and conditions

Welcome to Synergy.

Thanks for joining with us. We're looking forward to supplying electricity to you.

This brochure explains our Standard Electricity Agreement with you. It details each part of our agreement in a clear and easy-to-read way.

It also lets you know what you can expect from us, and your rights and obligations.

At Synergy, we always want to give you the highest level of professional service. If you have any questions after reading this, please call us on **13 13 53** for residential customers or **13 13 54** for business customers.

Acknowledgement of Country

Synergy acknowledges the Traditional Custodians of the lands on which we walk, work and live. We acknowledge and pay our respect to Elders past, present and emerging as we work together for a united future.

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Synergy (ABN 58 673 830 106)

Standard Electricity

Terms & Conditions

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* or *business customers* who pay the *standard 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, connection, billing, payment, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters, information and communication, complaints and dispute resolution, reporting and service standard payments.

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*. 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*.

You can obtain more information about the *Code of Conduct* from us or the Economic Regulation Authority - erawa.com.au

3. When the contract starts

The *contract* begins on the date and time we agree to supply electricity to *you* or at any earlier time when electricity is deemed by law to be supplied to *you* under these terms and conditions.

4. Charges and rebates

4.1 Standard price

You must pay to us the *standard price* that applies to *you*.

4.2 What are standard prices?

There are two main types of *standard prices* available: residential prices and non-residential prices.

In addition, there are also different types of residential prices and non-residential prices. Some examples of these are the business price, community service price and the charitable accommodation price.

We publish *our standard prices* in the *Charges By-laws* or on *our website* from time to time or both, including any variations.

Whether a particular *standard price* applies to *you* will depend on *you* meeting the eligibility conditions for that *standard price*.

For an explanation of the standard prices available and the eligibility conditions applying to those standard prices, please visit *our website* or call us.

If we change the standard prices, we will notify *you* of the changes in the standard prices by no later than *your next bill*.

4.3 Which standard price do you pay?

Your bill will show which *standard price* you are paying. Please advise us if you wish to choose a different *standard price* from the price appearing on *your bill*. If you meet the relevant eligibility conditions, we will change the *standard price* that applies to *you* to the *standard price* of your choice.

The new *standard price* will be effective from the date that *your meter* was last read unless otherwise agreed between *you* and us. In some cases, *Western Power Networks* may need to adjust the *meter* at *your premises* or provide *you* with a new *meter* in order for us to provide *you* a different *standard price*. In that case, the new *standard price* will be effective when *your meter* is adjusted or *your new meter* has been installed by *Western Power Networks*. Please note that there may be a separate charge for *meter* adjustments and new meters in order for us to pay *Western Power Networks* for the *meter* adjustments or new meters. For an explanation of these charges, please visit *our website* or call us. 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 standard price

It is *your* responsibility to assess if the *standard price* you are paying is appropriate for *your* circumstances based on the eligibility conditions applicable to that *standard price*.

You must advise *us* as soon as possible if *you* no longer meet the eligibility conditions applying to the *standard price* that *you* currently pay.

If we discover that *you* are no longer eligible to receive the price that *you* currently pay, including because the *premises* are changed pursuant to clause 23.9(a), then we will advise *you* of the new *standard price* that *you* must pay instead of the price that *you* currently pay.

If *you* are no longer eligible to receive a particular *standard price* because we no longer offer that *standard 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 will advise *you* of the new *standard price* *you* must pay.

If *you* have been undercharged for *your* electricity supply because *you* were being charged at a *standard 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 Rebates

If *you* are eligible for a *rebate* and *you* apply to *us*, we will provide that *rebate* to *you*. You can contact *us* if *you* have any queries about *your* *rebate* eligibility.

4.6 Eligibility conditions on rebates

If *you* are no longer eligible for a *rebate*, *you* must advise *us* as soon as possible. If we discover that *you* are no longer eligible for a *rebate*, then we will advise *you* in writing that *you* will not be receiving any further rebates. We can also 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* that *you* will not receive the *rebate* or a longer period if the underpayment was directly attributable to *your* act or omission.

4.7 Advising you of a new standard price

If we need to advise *you* of a new *standard price*, we will do so by any means including post, telephone or *electronic means*.

5. How we will calculate your electricity use

5.1 Basis of a bill

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 clauses 4.6 and 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* as frequently as required to prepare bills and at least once every 12 months.

5.2 Estimated bills

If we cannot reasonably base a bill on *Western Power Networks'* or *your* reading of the *meter*, or if required by the *Code of Conduct* (where applicable to *you*) 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.

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*.

5.3 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 provided you have complied with clause 8.3 of this contract.

In this clause “accurately” means as accurately as the law requires the *meter* to measure.

6. Bills

6.1 When we will bill you

We will bill you in accordance with the *billing cycle* that we set for our customers from time to time. As an indication (and subject to the *Code of Conduct* (where applicable to you), our *billing cycle* is no more than once a month and no less than once every three months, unless you have agreed otherwise or the *Code of Conduct* (where applicable to you) provides otherwise.

We will issue bills to the address nominated by you, which may be an email address.

6.2 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 unless you and we agree otherwise.

We must accept your request to make a payment in advance in accordance with the *Code of Conduct*, however we will not be required to credit any interest to the amounts paid in advance.

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.

6.3 If you are having trouble paying

(a) If you are having trouble paying your bills, please advise us. If you are a *residential customer* we will assess your request within 5 *business days* of your request and we will offer you assistance (for example, additional time to pay or an instalment plan) and provide you with information in accordance with the *Code of Conduct* (where applicable to you) and our *financial hardship policy* if you qualify for that assistance. If we cannot assess your request within 5 *business days*, we will refer you to a relevant consumer representative organisation to make the assessment.

- (b) If you are a *business customer* having trouble paying your bills and you tell us, we will offer you assistance in accordance with the *Code of Conduct* (where applicable to you).
- (c) If you owe us money, you may request that we transfer the debt to another customer, we may transfer the debt to that person provided we obtain that person's *verifiable consent*.

6.4 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:
- (1) send a *disconnection warning* to you; and
 - (2) 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
 - (3) charge you interest on any amount you have not paid; and
 - (4) disconnect your electricity supply; and
 - (5) 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 may:
- (1) 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); and/or
 - (2) recover your debt in any court of competent jurisdiction as a debt due to us.
- (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 body. This information will allow the credit reporting body to create or maintain a credit information file containing information about you. The information that we disclose about you to a credit reporting body may include any of the following:
- (i) Identification information including your name, sex, address (and your previous two addresses), date of birth, name of employer and drivers licence number;
 - (ii) Amounts over \$200 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 – cheques drawn by *you* for \$150 or more which have been dishonoured more than once.

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

6.5 Billing data

If *you* consume less than 50 MWh of electricity per annum, we will give *you* *your* 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 at the *premises* 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:
 - (1) may require *you* to pay the unpaid amount; and

- (2) will advise *you* that *you* can ask *us* to arrange a *meter* test; and
 - (3) 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 and we:
 - (1) undercharge *you* due to an error, defect or default for which we or *Western Power Networks* are responsible; or
 - (2) are required to adjust the bill in accordance with the *Code of Conduct* (other than due to *your* actions),

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 unless the undercharge is *your* fault or results from *your* or someone at that *premises* unlawful act or omission, while *you* were occupying the *premises*. If *you* are a *residential customer*, 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, in accordance with the *Code of Conduct* (where applicable to *you*) and subject to clause 22, we will notify *you* and seek *your* instructions as to whether to credit the overcharged amount to *your* account or have the overcharged amount repaid to *you*. If we do not receive instructions from *you*, we will use reasonable endeavours to credit the overcharged amount to *your* account. The 12 month limit referred to in clause 7.2(a) does not apply to amounts that we have overcharged *you*.

- (c) If we overcharge you and you owe us a debt, we may after providing written notice to you, use the amount you have been overcharged to set off the debt you owe us provided that you are not experiencing payment difficulties or financial hardship. If, after the set off, there remains an amount of credit to you, we will deal with it in accordance with clause 7.2(b).

8. Electricity supply equipment and your equipment

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, bypass or interfere with the *electricity supply equipment* or use electricity in a way that interferes with, damage or bypass that equipment. You must ensure, and take all necessary actions to ensure, that any other person does not do anything that will damage, bypass or interfere with the *electricity supply equipment* or use electricity in a way that interferes, damages or bypasses that *electricity supply 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*.

8.3 Prohibited activity

- (a) You must not
- (1) 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*;
 - (2) use electricity in a way that interferes with the supply of electricity to anyone else;
 - (3) use electricity in a way that interferes with the supply of electricity by us to you;
 - (4) use electricity in a way that causes loss to us or anyone else;
 - (5) 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*; or
 - (6) use a *connection point* to transfer electricity into the electricity network operated by Western Power Networks without our prior written consent and the prior written consent of Western Power Networks.
- (b) You must ensure that any other person does not do any of the things listed in clause 8.3(a) of this contract.
- (c) You must immediately notify us on becoming aware of any behaviour or circumstances which is suspected to or may reasonably be expected to contravene clauses 8.3(a) and 8.3(b) of this contract.
- (d) In the event you or someone else tampers with, bypasses, circumvents or otherwise interferes with the *electricity supply equipment* then you will be responsible for any loss to us.

9. Moving premises

9.1 New electricity connection

If you move into the *premises*, or the *premises* under this contract is changed pursuant to clause 23.9(a) of this contract, and it does not already have an existing electricity connection, then we will sell you electricity from the day 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*, or the *premises* under this contract is changed pursuant to clause 23.9(a) of this contract, and it has an existing electricity connection, 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 Moving out

- (a) If *you* move out of a *premises* and no longer wish to obtain an electricity supply at that *premises*, *you* must notify us:
- (1) of the date of *your* departure from the *premises*:
 - (A) if the *premises* are in any of the Albany, Bunbury, Geraldton, Kalgoorlie or Perth metropolitan areas, at least 3 *business days* before *you* move out; or
 - (B) if the *premises* are outside the metropolitan areas named above, at least 5 *business days* before *you* move out; and
 - (2) of an address where the final bill for the supply of electricity at those *premises* can be sent, unless *you* and we otherwise agree.
- (b) If *you* notify us as described in clause 9.3(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* for electricity consumed at those *premises* and other charges relating to *your* supply at those *premises* (including, for example, supply charges) up to the day *you* move out of those *premises*.
- (c) If *you* have demonstrated to us that *you* were evicted from those *premises* or were otherwise required to vacate those *premises*, we will not require *you* to pay for electricity consumed at those *premises* from whichever is the later of the date *you* vacate those *premises* and the date that *you* notify us of the following:
- (1) the date that *you* vacated or intend to vacate the *premises*; and
 - (2) a forwarding address to which a final bill for the supply of electricity at those *premises* may be sent.

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

- (d) If *you* move out of those *premises* and no longer wish to obtain an electricity supply at those *premises*, and *you* have not notified us of that and of an address where a final bill for the supply of electricity at those *premises* 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 those *premises* for up to a maximum of 5 days after *you* do notify us that *you* have moved out of those *premises*.

- (e) If *you* move out of the *premises* and no longer wish to obtain an electricity supply at those *premises* and *you* have given us at least 3 *business days*' notice of the time of *your* departure from those *premises* and of an address where a final bill for the supply of electricity at those *premises* can be sent before *you* move out, then (despite the notice requirements in clause 9.3(a) and irrespective of whether the *premises* are within or outside the metropolitan areas named in clause 9.3(a)(1) (A) above) we may require *you* to pay for *our* reasonable charges for reading the *meter* and for the electricity consumed at those *premises* only up to the day *you* move out of those *premises*.
- (f) If *your* account is in credit after *you* have paid us all amounts payable under clause 9.3(b), (c), (d) or (e), and *you* validly terminate this *contract*, 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:
- (1) to read the *meter*; or
 - (2) to inspect or work on the *electricity supply equipment*; or
 - (3) to disconnect *your* electricity supply; or
 - (4) to inspect or work on *your equipment*; or
 - (5) 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;

- (a) no longer requires life support equipment at the premises;
- (b) changes their contact details or premises; or
- (c) changes their 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 business 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 consistent with the Code of Conduct (where applicable to you) 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, including the *Code of Conduct*, if:

- (a) subject to clause 11.2 of this *contract* 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) there has been unlawful or unauthorised use or supply of electricity at the *premises* or any other *premises*; or
- (d) you fail to keep *your equipment* in good working order or condition; or
- (e) you get electricity supplied to the *premises* in breach of this *contract*; or
- (f) you commit a substantial breach of any of *your* obligations under this *contract*; or
- (g) 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 15 *business days* from the date that we sent you the bill; and
- (b) use *our* best endeavours to contact you to advise of the proposed disconnection; and
- (c) if you still have not paid us after the *reminder notice*, then give you a *disconnection warning* not less than 20 *business days* from the date that we sent you the bill, advising you that we may disconnect you on or after a day that is at least 5 *business days* after the date you are deemed to receive the *disconnection warning*; and

- (d) not disconnect you until at least 1 *business day* after the date that we say we may 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:

- (e) only disconnect you if you deny access for at least 9 consecutive months; and:
- (f) give you at least a 5 *business days'* written notice:
 - (1) advising you of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
 - (2) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
 - (3) advising you of *our* ability to arrange disconnection if you fail to provide access to the *meter*; and
- (g) use *our* best endeavours to contact you; and
- (h) give you an opportunity to offer reasonable alternative access arrangements; and
- (i) 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:

- (j) if you have made a complaint directly related to the reason for disconnection to us, *Western Power Networks*, the *electricity ombudsman* or another external dispute resolution body and that complaint has not been resolved;
- (k) after 3.00pm Monday to Thursday;
- (l) after 12.00 noon on a Friday; or
- (m) 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, unless
- (n) you are a *business customer*; and
- (o) your normal trading hours fall within the time frames set out in paragraphs (j), (k) or (l) and do not fall within any other time period; and

- (p) it is not practicable for us or *Western Power Networks* to arrange for disconnection at any other time.

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), or you have subsequently provided the required *security deposit*.

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).

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

- (i) before 3.00pm on a *business day*, then we will forward your request to *Western Power Networks* on that day; and
- (ii) 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 or someone at the *premises* 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*:

- (d) address *your* particular needs, including making suitable alternative arrangements (for example, a back-up supply or alternative power source);
- (e) 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
- (f) 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 Building and Energy – Department of Mines, Industry Regulation and Safety.

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

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*.

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**

If you are a *residential customer* or you are not a *contestable customer*, then 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) **Non residential, contestable customers – additional limitations of our liability**

If you are a *contestable customer* and not a *residential customer*, then 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* (other than 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*.

(g) **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 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*. *Our privacy policy* sets out the steps that *we* take to ensure that *your* information remains confidential.
- (b) 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).
- (c) *We* will ensure *our privacy policy* is consistent with applicable privacy laws. You can obtain a copy of *our privacy policy*, free of charge, either from *our* website (synergy.net.au), or by requesting a copy from *our* customer centre.

- (d) 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* which complies with Australian Standard AS/NZS 100002:2014 in relation to complaint handling and in accordance with the *Code of Conduct*.

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 *electricity ombudsman*, 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 or make available to *you* in accordance with the *Code of Conduct* (where applicable to *you*):

- (a) information on the *standard price* and *our* other fees and charges 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* and *you* acknowledge that any failure to provide *us* with such information may affect *our* ability to supply electricity to *you* under 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* as soon as possible if information *you* have provided to *us* changes. For example, without limitation, *you* must advise 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*; or
- (d) *you* are moving *premises* and would like to amend the *premises* under this *contract* pursuant to clause 23.9(b) of this *contract*.

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

We can end the *contract* by giving *you* prior 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 of any of *your* obligations under this *contract*; or
- (e) 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
- (f) cease to be either a *residential customer* or *business customer*; or
- (g) cease to be eligible for a *standard price*; or
- (h) without limiting any of the above paragraphs, 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.

We can end the *contract* without giving *you* prior notice if *you* vacate the *premises* and:

- (i) after reasonable enquiry *we* are satisfied *you* no longer occupy or reside at the *premises* and *you* do not request electricity supply from *us* in respect of different *premises* [within a 30 day period from that date]; or
- (j) *you* inform *us* *you* no longer wish to obtain electricity supply from *us* under this *contract*

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) *We* can charge *you* a fee for the final *meter* reading, disconnection and final bill, subject to the provisions of any written law.

- (d) We can remove or arrange for *Western Power Networks* to remove *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.

19. Security for payment of bills

19.1 Circumstances in which we will require a security deposit

- (a) If you are a *residential customer*, we will not require you to provide a *security deposit*.
- (b) If you are a *business customer*, we will require you to provide a *security deposit* if:
 - (1) we decide (acting reasonably) that you have an unsatisfactory credit history or an unsatisfactory history of paying for electricity that has been supplied to you;
 - (2) you owe us an amount in relation to electricity supplied to the *premises*, unless you have disputed the bill relating to that amount by making a complaint to us or to the *electricity ombudsman*; or
 - (3) in the two years before entering into this *contract*, you have fraudulently obtained a supply of electricity, or you have intentionally and unlawfully consumed electricity.
- (c) If we decide that you have an unsatisfactory credit history or an unsatisfactory history of paying for electricity that has been supplied to you, we will inform you of:
 - (1) our decision to require a *security deposit* and the reasons for our decision; and
 - (2) our complaints handling process and of the *electricity ombudsman scheme*, if you decide to raise a complaint to us or to the *electricity ombudsman*.
- (d) We can require you to provide a *security deposit* at the time you enter into this *contract* or at any time before termination of this *contract*.
- (e) If we require you to pay a *security deposit* and you fail to do so in whole or in part, then subject to this *contract*, including clauses 12.5, 12.6, 12.7 and 18.4 and the conditions in our Electricity Retail Licence, we may end this *contract* and/or disconnect your electricity supply or refuse to reconnect your electricity supply (as applicable).

19.2 Value of your security deposit

The amount of any *security deposit* we require you to pay will be the lesser of the amounts calculated on the following methods, and we will notify you of the amount:

- (a) an amount which is no more than 37.5% of your estimated bills over a 12-month period. We will calculate your estimated bills based on your billing data, or if we do not have any billing data for you, based on the average consumption of a comparable customer over a comparable 12-month period; or
- (b) if your *billing cycle* is 2 months or less – twice the average amount of the account taken over the 3 preceding *billing cycles*; or
- (c) if your *billing cycle* is more than 2 months – 1.5 times the average amount of the account taken over the 3 preceding *billing cycles*; or
- (d) if we do not have any billing data for you – the amount we determine having regard to the methods in clauses 19.2(b) and 19.2(c), unless or until one of the methods in 19.2(b) or 19.2(c) become applicable.

19.3 Permission to carry out credit checks

- (a) You agree to:
 - (1) grant us permission to investigate your credit history; and
 - (2) provide us with any information you hold about your credit history,
 as and when we may so request from time to time.

19.4 How we will manage your security deposit

If you provide a *security deposit*:

- (a) we will keep the *security deposit* in a separate trust account and identify it separately in our accounting records; and
- (b) interest will accrue daily at the *bank bill swap rate* and is capitalised every 90 days unless paid

19.5 How we will use your security deposit

- (a) Without otherwise limiting our rights at law, we will only apply the *security deposit* and any interest that may have accrued in accordance with clause 19.4(b) to satisfy, partially or in full, any amount you owe us if:
 - (1) we disconnect your electricity supply because you fail to pay a bill by the due date and you no longer have any rights to have your electricity reconnected under this *contract*; or
 - (2) any amount you owe us relates to the final bill issued to you under this *contract*.

- (b) Within 10 *business days* after applying the *security deposit* in accordance with clause 19.5(a), we will:
- (1) provide *you* with a written statement of how we applied the *security deposit*; and
 - (2) repay *you* any amount of the *security deposit* that remains unused in accordance with *your* reasonable instructions.

19.6 Repayment of your security deposit

- (a) Unless we apply the *security deposit* in accordance with clause 19.5, we will repay the amount of the *security deposit* in full and any interest accrued to *you* in accordance with this clause 19.6.
- (b) We will repay the amount of the *security deposit* in full and any interest accrued to *you* in accordance with *your* reasonable instructions and within 10 *business days* after:
- (1) *you* complete two years of payments for the supply of electricity by the due dates in the relevant bills; or
 - (2) *you* leave the *premises*; or
 - (3) we disconnect *your* electricity supply at *your* request; or
 - (4) *your premises* have been transferred to another electricity retailer.
- (c) If we are to repay the amount of the *security deposit* to *you* and *you* do not give us reasonable instructions for the repayment of the *security deposit* and any accrued interest, then we will credit the amount to be repaid to:
- (1) if the circumstance in clause 19.6(b)(1) applies – *your* next bill; or
 - (2) if the circumstances in clauses 19.6(b)(2), 19.6(b)(3) or 19.6(b)(4) apply – *your* final bill.
- (d) Nothing in this clause 19 limits *our* obligations under the *Energy Operators (Powers) Act 1979 (WA)* to re-assess and repay to *you* the amount of a *security deposit* you provide where:
- (1) the amount provided is in excess of the amount required under clause 19.2; or
 - (2) we consider the *security deposit* is no longer appropriate for the purpose for which it was required.

20. GST

- (a) In this clause:
- (1) **GST** has the meaning given to that term in the GST Law.

- (2) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (3) 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 *standard 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 *standard 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 If we adjust the *standard price* in accordance with clauses 21.1 or 21.3, or we charge an amount in accordance with clause 21.2, we will notify *you* of

the changes in the *standard price* or the additional charge by any means including post, telephone or *electronic means*.

- 21.5 This clause 21 does not limit or prejudice in any way any other rights we have from time to time to adjust the *standard 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. Subject to our obligations at law, we can use any *security deposit* you are required to pay under this *contract* to set off any amount owing to us by you under another *contract* you may have with us (provided that *contract* is a standard form or non-standard form *contract*).

23. Miscellaneous

23.1 Co-operation with Western Power Networks

You agree to:

- (a) co-operate with *Western Power Networks* in relation to the supply and consumption of electricity at the *premises*, including in relation to connecting the *premises* to the *distribution system* and disconnecting the *premises* from the *distribution system*; and
- (b) 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:
 - (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
- (6) 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 5.00pm 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

- (a) We may change the *premises* under this *contract* at our discretion if:
- (i) *you* notify *us* *you* are moving out of in accordance with clause 9.3, or no longer require supply in respect of the *premises*; and
 - (ii) *you* request supply of electricity in respect of alternative *premises* under the terms of *our* standard form *contract* within a period of [30 days] from the date *you* notify *us*; or
 - (iii) we reasonably believe that *you* are taking supply of electricity at another supply address and *you* have not entered into a *contract* with *us* or another retailer for that supply.
- (b) You may change the *premises* under this *contract* with our consent.

We can change these standard electricity terms and conditions without *your* consent from time to time in accordance with the *Electricity Industry Act 2004* (WA) or any other written law. If these terms change and those changes are approved by the Economic Regulation Authority, then *your contract* will be taken to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

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 *your standard 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.
- (b) 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).

bank bill swap rate has the meaning given to that term in the *Electricity Industry (Customer Contract) Regulations 2005* (WA).

billing cycle means the regular recurrent period in which you receive a bill from us.

business customer means a customer who does not consume more than 160 MWh of electricity per annum and who is not a *residential customer*.

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

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.

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 2016* (WA) as amended from time to time.

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 ombudsman has the same meaning as in clause 1.5 of the *Code of Conduct*.

electricity ombudsman scheme has the meaning given to that term in the *Electricity Industry (Customer Contracts) Regulations 2005* (WA).

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*.

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.

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.

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):

- (a) business interruption loss;
- (b) lost profits;
- (c) loss of an opportunity;
- (d) *your* liability to others under contracts, applicable laws or otherwise;
- (e) indirect or consequential loss of any kind;
- (f) any loss to the extent it is caused by *your* own negligence or other fault; or
- (g) 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.

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

metering code means the *Electricity Industry Metering Code 2012* (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, metering and access services.

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.

premises means the address to which electricity is to be supplied to *you* under this *contract*, and as amended from time to time pursuant to clause 23.9(a) or 23.9(b) of this *contract*.

privacy policy means *our* published policy in force (as amended or replaced by *us* from time to time).

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.

security deposit means an amount of money required by *us* from a *business customer* as security against the *business customer* defaulting on a payment due to *us* under this *contract*.

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:

- (a) 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);
- (b) any surge, disruption or fluctuation in electricity supply or its quality from time to time; or
- (c) *us* failing, for any reason, to supply electricity meeting any particular quality, reliability or quantity.

type 7 has the same meaning as Type 7 under the *metering code*.

verifiable consent has the meaning given to that term in the *Code of Conduct*.

we, us and **our** means Electricity Generation and Retail Corporation trading as Synergy (ABN 58 673 830 106) of 219 St George's 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 and **your** means the person to whom electricity will be supplied under the *contract*.

your equipment is defined in clause 8.2.

Your Protected Rights means:

- (a) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law* (including in relation to *excluded loss*);
- (b) 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
- (c) 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 unincorporated;
- (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).

Our commitment to serve you well

We may supply your energy but what we're really here for is to help you get the most out of it. That means giving you the best possible service. If you have any feedback or ways we can help you better, we'd love to hear them.

Visit us online at [synergy.net.au/contact](https://www.synergy.net.au/contact)

Give us a call:

- **13 13 53** for residential customers.
Monday to Friday between 7am and 7pm AWST, excluding public holidays.
- **13 13 54** for business customers.
Monday to Friday between 8am and 5pm AWST, excluding public holidays.
- **(08) 6212 2222** for calls outside Western Australia.
-  **TTY 13 36 77**
if you have hearing or speech difficulties.
Monday to Friday between 7am and 7pm AWST, excluding public holidays.
-  **TIS 13 14 50**
for telephone interpretation services.

Or you can write to us:

- **Customer Services**
Synergy
GPO Box K851
Perth WA 6842