



# Standard Gas

Terms and conditions

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# Standard Gas Terms and Conditions

## 1. Supply of gas

Where these terms and conditions apply, we will sell gas to you at the premises in accordance with these terms and conditions. These terms and conditions apply to the sale of gas to all residential customers and business customers who pay the standard price for gas.

## 2. We will comply with certain codes, standards and policies

We will comply (where they are applicable to you) with certain regulatory requirements, provisions in the relevant regulations and a number of codes, standards and relevant policies, including (where applicable to you):

- (i) the standards of service set out in Part 5 of the *Customer Contracts Regulations*;
- (ii) the Marketing Code;
- (iii) the Gas Customer Code; and
- (iv) the standards of service in our relevant policies.

You can obtain more information about the *Marketing Code*, the *Gas Customer Code*, *relevant regulations* and *our relevant policies* from us or the Economic Regulation Authority ([erawa.com.au](http://erawa.com.au)).

## 3. When the contract starts

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

## 4. Charges and fees

### 4.1 Standard price

On and from the date and time this contract begins, you must pay to us the standard price that applies to you in connection with gas we supply to you under the contract.

### 4.2 What are standard prices?

There are two main types of standard prices: residential standard prices and business standard prices.

In addition, there are also different residential and business standard prices for each of:

- (a) the Mid-West/South-West area; and
- (b) the Albany area; and
- (c) the Kalgoorlie-Boulder area,

as those areas are defined in the *Gas Tariffs Regulations*.

Whether a particular standard price applies to you will depend on you meeting the eligibility conditions for that standard price. These eligibility conditions are discussed at clause 4.5 of this contract.

If we change the *standard prices*, we will publish those changes and the date that the change will take effect (see clause 22.2 for how we publish information). We will also notify you of the changes in the *standard prices* by no later than *your* next bill.

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

#### **4.3 What makes up a *standard price*?**

A *standard price* includes a fixed component and a usage component based on the amount of gas *you* use. The fixed component and the usage component are specified in the *standard price* we publish. The usage component can be charged at different rates depending upon the amount of gas *you* use.

#### **4.4 Which *standard price* do you pay?**

*Your* bill will show *you* 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 and it is otherwise available to *you*, 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. In some cases, *the* network operator 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 *the* network operator.

Please note that there may be a separate charge for meter adjustments and new meters in order for *us* to pay *the* network operator 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 *the* network operator we shall have no liability for any loss (either direct or indirect) to *you* for that delay.

#### **4.5 Eligibility conditions on *standard price***

##### **Residential *standard price***

Under the *Gas Tariffs Regulations* to be eligible for the residential *standard price*, either:

- (a) the *premises* must be a dwelling (a house, flat, home *unit* or other place of residence) and the gas supplied there is solely for residential use; or
- (b) the *premises* is not a dwelling (a house, flat, home *unit* or other place of residence) but the gas supplied to the *premises* is separately *metered* and is solely for residential use.

If *you* are paying a residential *standard price*, *you* must not use gas for a non-residential purpose and must advise *us* as soon as possible if *you* do so.

##### **Business *standard price***

If *you* do not qualify or no longer qualify for the residential *standard price* *you* must pay the business *standard price*.

##### ***You* must ensure *you* are on the correct *standard price***

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

#### **4.6 We can recover if you have been undercharged because you were on the wrong standard price**

If *you* have been undercharged for *your* gas 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 example, if *you* are paying a residential *standard price*, and start using gas for a non-residential purpose without giving *us* proper notice, *we* can backdate the business *standard price* to the start of the non-residential use.

However, if the undercharge resulted from an error, defect, or default for which *we* or the *network operator* is responsible:

- (a) *we* can only require *you* to pay *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*, unless *you* provided *us* with incorrect information [or the undercharge was directly attributable to *your* act or omission]; and
- (b) if *you* are a *residential customer*, *we* will offer *you* the option to pay the correcting payment by instalments.

However, if at any time *you* consume 1 terajoule or more of gas per annum, then despite the above, *we* can recover the amount of any underpayment subject to and in accordance with applicable laws, including the *Energy Operators (Powers) Act 1979 (WA)*.

#### **4.7 We can charge you other fees**

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

- (a) *your* account application; and
- (b) reading *your meter* when access was not possible (see clause 5.2); and
- (c) testing *your meter* (see clause 5.3); and
- (d) sending *you* overdue notices (see clause 6.6); and
- (e) reading *your meter* when *you* move out of the *premises* (see clause 9.4); and
- (f) turning off *your* gas in some situations (see clause 11.6); and
- (g) turning on *your* gas in some situations (see clause 11.9); and
- (h) removing or physically disconnecting the *meter* (see clause 11.10); and
- (i) replacing or physically reconnecting the *meter* (see clause 11.10); and
- (j) other non-standard connection costs; and
- (k) other fees.

For an explanation of *our* fees please visit *our* website or call *us*.

## 4.8 Concessions

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

## 4.9 Eligibility conditions on concessions

If you are no longer eligible for a *concession*, you must advise us as soon as possible.

If we discover that you are no longer eligible for a *concession*, then we will advise you in writing that you will not be receiving that *concession* any more. We can also require you to pay to us the amount (if any) that you have underpaid. However, if the underpayment resulted from an error, defect, or default for which we or the *network operator* are responsible:

- (a) we can only require you to pay 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 *concession* or a longer period if the underpayment was directly attributable to your act or omission; and
- (b) if you are a *residential customer*, we will offer you the option to pay the correcting payment by instalments.

However, if at any time you consume 1 terajoule or more of gas per annum, then despite the above, we can recover the amount of any underpayment subject to and in accordance with applicable laws, including the *Energy Operators (Powers) Act 1979 (WA)*.

## 4.10 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 gas use

## 5.1 Measuring gas

We use *meter* readings that are provided to us to prepare your bill. We bill you on the amount of energy in the gas you use, not the volume of gas.

To calculate your consumption, we first measure the volume of gas you use via the *meter* (in cubic meters or cubic feet). We then convert the volume of gas you use into *units* by applying a *heating value*. This *heating value* is measured by the *network operator* at a number of places, and it can change from time to time.

We may also calculate consumption through the measurement of gas from a master *meter* and utilise other measurement devices to calculate bills for individual usage of a product (where required).

## 5.2 Basis of a bill

We will use our best endeavours to obtain *metering* data as frequently as required to prepare your bill. In any event, we will use best endeavours to ensure that the *network operator* (or its agent) reads the *meter* at least once every 12 months. However, if we ask you or the *network operator* asks you, you can agree to read the *meter* yourself and provide the *network operator* (or us) with the *meter* readings. In that case, we will bill you on the

basis of *your meter* readings subject to *regulatory requirements, relevant codes and relevant regulations* (where applicable to *you*).

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

- (i) access to the *meter* is not possible due to reasons beyond *our* control, including due to weather conditions, an industrial dispute, the actions of a third party or *you* deny access; or
- (ii) access to the *meter* is not possible for safety reasons;
- (iii) *you* are vacating the *premises* and require a final bill immediately; or
- (iv) we cannot otherwise reasonably base a bill on the *network operator's* or *your* reading of the *meter*, including where the *meter* has been tampered with or bypassed or the *meter* is inaccurate.

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

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

If we use estimates, then:

- (a) we will say on *your* bill that we have done so;
- (b) we will tell *you* on request:
  - (i) the basis of the estimation; and
  - (ii) the reason for the estimation; and
- (c) *you* may request:
  - (i) a verification of a *meter* reading; and
  - (ii) a *meter* reading.

If we have provided *you* with an estimated bill, which is not a final bill, and we subsequently obtain an actual *meter* reading from the *network operator* or *you*, then *your* next bill will be adjusted to take account of that *meter* reading.

If we have provided *you* with a final bill based on an estimate, we will not adjust *your* final bill if we are subsequently able to read the *meter* or if we subsequently obtain a *meter* reading from the *network operator*.

Also, if the reason we used an estimate was because *you* denied us or the *network operator* access to *your meter* and *you* ask that we replace the estimated bill with a bill based on an actual *meter* reading, we will do so, provided *you* grant the *network operator* (or its agent) and us (or our agent) due access to the *meter* and pay us our reasonable charge for reading the *meter*.

### **5.3 You can request a meter test**

*You* can ask us to have the *meter* tested to ensure that it is measuring accurately, and we will arrange for the *network operator* to test the *meter* if *you* first pay to us our reasonable



charge for testing the *meter*. If we find that the *meter* is not measuring accurately, then we will refund to you any *meter* testing charge you have paid.

If the *meter* is not measuring accurately, we will also arrange for the *network operator* to either repair or replace the *meter* at no charge to you.

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

## 6. Bills

### 6.1 When we will bill you

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

### 6.2 Things we include in your bill

Unless you agree otherwise, your bill will contain the information required under clause 4.5(1) of the *Gas Customer Code* relevant to the *billing cycle* including:

- (a) the account name and account number; and
- (b) the *premises* address and (if required) mailing address; and
- (c) the *standard price* that we charged you; and
- (d) the *fees* we charged you; and
- (e) the amount due and the due date; and
- (f) the telephone number for billing and other payment enquiries; and
- (g) the telephone number to contact if you are experiencing *payment difficulties* (see clause 6.5 for information about *payment difficulties*); and
- (h) the 24-hour telephone number for faults and emergencies; and
- (i) the dates and results of the previous and current *meter* readings or estimates; and
- (j) your gas use or estimated use; and
- (k) the *meter* or property number; and
- (l) the ways you can pay your bill, including information about payment methods and payment options available to you (see clause 6.4 for some of the payment options) and, if a residential *standard price* applies to you, the instalment payment options that are available to you; and
- (m) if a residential *standard price* applies to you, the *concessions* that are available to you from us or the government; and
- (n) the amount of arrears or credit and the details of any adjustments; and
- (o) the amount of any other charge and the details of any service provided; and
- (p) the availability of a *meter* test on the conditions described in clause 5.3; and
- (q) interpreter services; and
- (r) the interest rate we applied to any outstanding amounts; and
- (s) the details of any *security deposit* you provided (in accordance with clause 18); and
- (t) contact details of the *gas industry ombudsman*.



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

### 6.3 Applying *your* payments to *your* bill

Unless *you* direct *us* otherwise:

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

### 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 14 *business days* from the date of the bill.

*You* can pay *your* bill using a range of payment options, including payment in person and by mail. *You* can also ask to make payments 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. If *you* are unable to use one of these options because *you* are going to be absent for a long period (for example due to illness or extended holiday) *you* can arrange with *us* to redirect *your* bill or to make payments in advance.

### 6.5 If *you* are having trouble paying

If *you* are having trouble paying *your* bills, please advise *us*. If *you* are paying a residential *standard price* and seek assistance, *we* will assess *your* request within 3 *business days* of *your* request. If *we* assess that *you* are having *payment difficulties* or experiencing *financial hardship*, *we* will:

- (a) offer *you* additional time to pay; and/or
- (b) offer *you* an interest-free and fee-free instalment plan option; and/or
- (c) allow *you* to redirect *your* bill to a third person at no charge; and/or
- (d) provide *you* with information about *concessions* and information about, and referral to, applicable government assistance programs; and/or
- (e) provide *you* with information about independent financial counselling services and other relevant *Consumer* representative organisations available to *you*.

If *you* are paying a business *standard price* and *you* are experiencing *payment difficulties*, *we* will consider any reasonable request for alternative payment arrangements.

For more information about government assistance programs and independent financial counselling services, contact *us* (see clause 23.3 for *our* contact details).

### 6.6 If *you* do not pay *your* bill

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

- (a) send a *disconnection warning* to *you*; and

- (b) subject to complying with clause 5.6 of the *Gas Customer Code* (where applicable), charge *you* a fee for each overdue account notice *we* send to *you*; and
- (c) where *you* are paying a business *standard price*, charge *you* interest on the amount *you* have not paid; and
- (d) disconnect *your* gas supply; and
- (e) shorten *your* *billing cycle*.

If *you* are paying a business *standard price*, the interest rate charged on outstanding amounts will be 12.75 percent per annum (calculated daily). *We* may change this rate. If *we* do change this rate, *we* will publish the changes (see clause 22.2 for how *we* publish things).

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

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

If an amount specified in *your* bill remains overdue for payment for more than 60 days and:

- (f) *you* do not have an unresolved complaint made in good faith relating to *your* payment default for that overdue amount; and
- (g) *your* payment default for that overdue amount does not relate to a portion of *your* bill that *you* have asked *us* to review,

then *we* may give information about *you* and that payment default 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 driver's 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 good or services to *you*.

## **6.7 You can obtain *your* billing data**

If *you* ask *us*, *we* will give *you* a copy of *your* billing data held by *us* for the *premises*. Unless *we* are required by law to provide the billing data free of charge, *we* can ask *you* to pay a reasonable fee before *we* provide the data to *you*.

*We* will provide the data to *you* within 10 *business days* of the date *we* are deemed to receive:

- (a) *your* request; or

- (b) if we ask you to pay a reasonable fee for providing the billing data, your payment of this fee.

We must provide you with historical billing data free of charge:

- (c) for the period 2 years before a request; or
- (d) if the request is in relation to a dispute with us.

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

## 7. Reviewing your bills

### 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 *Gas Customer Code* (where applicable), 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

If we undercharge you for any reason, then we can require you to make a correcting payment. However, if we undercharge you due to an error, defect or default for which we or the network operator are responsible, then (subject to clause 4.6, where it applies) 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 was directly attributable to your act or omission and, if you are a residential customer, we will offer you the option to pay the correcting payment by instalments. However, if at any time you consume not less than 1 terajoule of gas per annum, then despite the above, we can recover the amount of any undercharge subject to and in accordance with applicable laws, including the *Energy Operators (Powers) Act 1979* (WA).

If we overcharge you due to an error, defect or default for which we or the network operator are responsible (including where the meter has been found to be defective), then, subject to the *Gas Customer Code* (where applicable to you) and to clause 21, 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. Gas supply equipment and your equipment

### 8.1 Gas supply equipment

We or the *network operator* will provide, install, and maintain *gas supply equipment*, including the *meter* and necessary ancillary equipment at the *premises*, after due consideration of *your* wishes.

The *gas supply equipment* remains the property of the *network operator* at all times and the *network operator* is responsible for installing and maintaining the *gas supply equipment*.

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

“*gas supply equipment*” means the *meter* for the *premises* and any pipes, apparatus, pressure regulators or other equipment used to transport, measure, or control gas for delivery to you, before (upstream of) the point that gas leaves the *meter*.

### 8.2 Your equipment

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

“*your equipment*” means all pipes, apparatus and other equipment or works located after (downstream of) the point that gas leaves the *meter* for the *premises* which are used for, or in connection with, the supply or consumption of gas, except any *gas supply equipment*.

### 8.3 Things that you are prohibited from doing

You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *gas supply equipment*; or
- (b) do anything that will prevent us or the *network operator* from accessing the *gas supply equipment*; or
- (c) use gas in a way that interferes with the supply of gas to anyone else; or
- (d) use gas in a way that causes loss to us or anyone else; or
- (e) use gas in a way that interferes with the supply of gas by us to you; or
- (f) unless you have permission from us or the *network operator*, turn the *meter* on if the *meter* has been turned off by us or by the *network operator*; or
- (g) contravene any applicable laws in relation to the use of gas, use or operation of the *gas supply equipment* or use or operation of *your equipment*; or
- (h) allow anyone else to do the things described in this clause 8.3.

## 9. Your gas supply at the premises

### 9.1 Things you must do when you want gas supplied to the premises

If you want gas to be supplied to the *premises*, then before we supply you gas at the *premises*, you must:

- (a) apply to *us* for gas supply (by phone, in person or in writing) and provide *us* with identification *we* consider acceptable; and
- (b) if *we* require it, provide *us* with assurance that *we* and persons nominated by *us* (including the *network operator*) will be able to access the *premises*, *meter* (and other *gas supply equipment*) and *your equipment* according to clause 10; and
- (c) provide *us* with contact details for billing purposes; and
- (d) provide *us* with contact details of the property owner or agent if the *premises* is a rental property; and
- (e) if *we* require it, in the case of a new gas connection, provide *us* with information about *your* estimated gas usage; and
- (f) if *we* require it, in the case of an existing gas connection, provide *us* with information on the number and type of appliances installed, number of household occupants and anticipated usage of appliances; and
- (g) agree to pay *us* all relevant charges and *fees* according to this *contract*; and
- (h) if *we* require it, provide *us* with a *security deposit* in accordance with clause 18; and
- (i) pay *us* any outstanding debt *you* owe *us* for the supply of gas at another *premises* (but not debts that are subject to a dispute or repayment arrangements agreed with *us*).

## 9.2 New gas connections

*We* will sell *you* gas from the day that *your* gas supply is turned on at the *premises*. *We* will use *our* best endeavours to make supply available to *you* at the *premises* by the date *we* agreed to sell *you* gas or, if no date was agreed, within 20 *business days* from the date of *your* application.

If the *premises* do not already have an existing gas connection, then before *we* supply *you* gas at the *premises* each of the following conditions must be satisfied:

- (a) *you* do the things listed in clause 9.1; and
- (b) a gas service connection and *meter* must be installed by the *network operator* at the *premises* and must be available to use; and
- (c) the *gas supply equipment* (and its installation) and *your equipment* (and its installation) must comply with the *regulatory requirements*; and
- (d) if *we* ask *you*, *you* have given *us* (or the *network operator*) notices of installation or completion of work on *your equipment* from a *gas installer*; and
- (e) there is an adequate supply of gas available at the necessary volume and pressure at the boundary of the *premises*.

## 9.3 Existing gas connections

If *you* move into the *premises* and it has an existing gas connection, *we* will use *our* best endeavours to make supply available to *you*:

- (a) in accordance with the standards maintained by the *network operator*; and
- (b) at the *premises* by the date *we* agreed to sell *you* gas or, if no date was agreed, within 1 *business day* from the date of *your* application.

Before *we* supply gas to *you* at the *premises*, each of the following conditions must be satisfied:

- (c) *you* do the things listed in clause 9.1; and

- (d) *you* apply to *us* before 3.00 pm on the *business day* before *you* require connection; and
- (e) the *gas supply equipment* (and its installation) and *your equipment* (and its installation) must comply with the *regulatory requirements*; and
- (f) there is an adequate supply of gas available at the necessary volume and pressure at the boundary of the *premises*; and
- (g) the *meter* at the *premises* is available to use; and
- (h) the relevant *gas network* standards are met.

We will charge *you* for gas supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless *you* read the *meter* and advise *us* 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 gas used by the previous occupant, so we do not overcharge or undercharge *you*.

#### 9.4 Moving out of the *premises*

- (a) If *you* move out of the *premises* and no longer wish to obtain a gas supply at the *premises*, *you* must advise *us*:
  - (i) at least 3 *business days* before *you* move out; and
  - (ii) of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 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*. In that case, *you* are only required to pay for gas consumed at the *premises* and other charges relating to *your* supply at the *premises* (including, for example, supply charges) up to the day *you* move out of the *premises*.
- (c) If *you* advise *us* as described in clause 9.4(a), and *you* move out of the *premises* before the time specified in *your* notice, then *you* must pay for *our* reasonable charges for reading the *meter* and for gas up to the time specified in *your* notice.
- (d) If *you* do not advise *us* as described in clause 9.4(a), then subject to any applicable laws, we may require *you* to pay for *our* reasonable charges for reading the *meter* and for gas used at the *premises* for up to a maximum of 5 days after *you* notify *us* that *you* have moved out of the *premises*.
- (e) We will not require *you* to pay for gas used at the *premises* from the time that a new *customer* has an obligation to pay for gas supply at the *premises* under a new *contract*.
- (f) If *you* have reasonably demonstrated to *us* that *you* were evicted from the *premises* or were otherwise required to vacate the *premises*, then we will not require *you* to pay for gas 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*).

If *your* final bill is in credit after *you* have paid *us* all amounts payable under clause 9.4, 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 the *network operator*) have safe, convenient and unrestricted access to the *premises* when *we* or they need it:
- (i) to read the *meter*, or
  - (ii) to inspect or work on the *gas supply equipment*, or
  - (iii) to inspect the gas installation (as defined in section 4 of the *Gas Standards Act 1972 (WA)*);
  - (iv) to disconnect or reconnect *your* gas supply; or
  - (v) to inspect or work on *your equipment*; or
  - (vi) for any other reason relating to the supply of gas to the *premises*.
- (b) Subject to clauses 10(c), 10(f) and 22.5, *we* will give *you* at least 24 hours' notice (unless *you* consent to a shorter time) before *we* or the *network operator* (or any person nominated by *us*) enters the *premises* to undertake inspections, repairs, testing or maintenance of the *gas network* at the *premises* in relation to this *contract*, except in any of the following cases (where *we*, the *network operator* or any person nominated by *us* may enter the *premises* without giving *you* prior notice):
- (i) for routine *meter* reading or *meter* replacement; or
  - (ii) in an *emergency*; or
  - (iii) if *we* or the *network operator* suspect that gas is being obtained or used illegally at the *premises*.
- (c) Subject to clauses 10(f) and 22.5, if *we* or the *network operator* (or any person nominated by *us*) enters the *premises* for the purposes of planned maintenance work at the *premises* or on the *gas network* then *we* or the *network operator* will give *you* at least 4 *business days*' notice unless *you* consent to a shorter time.
- (d) Any representative of the *network operator* or *us* who seeks access to the *premises* will wear, in a visible manner in accordance with *our* or the *network operator's* requirements, official identification or will carry such identification and show it to *you* if *you* are at the *premises*.
- (e) If *you* do not provide safe and unrestricted access to the *premises* for the purposes of a *meter* reading by the *network operator*, *we* can request *you* to read the *meter* and provide the *meter* reading to the *network operator*. If *we* make that request, then *you* must read the *meter* and provide the *meter* reading to the *network operator* 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).
- (f) 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. Interruptions to your gas supply

### 11.1 Emergency

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



- (a) provide information via the 24-hour *emergency* line about the nature of the *emergency* and estimate the time when supply will be restored; and
- (b) use *our* best endeavours to turn *your* gas on again as soon as reasonably practicable once it is safe to do so (see clause 11.8 for information about reconnecting *your* gas supply).

In certain circumstances *we* can charge *you* a *fee* for disconnecting *your* gas supply in an *emergency* – see clause 11.10.

## 11.2 Health and safety

Without limiting *our* rights under clause 11.1, *we* can interrupt or disconnect *your* gas supply for a health or safety reason if, before *we* do so:

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

In certain circumstances *we* can charge *you* a *fee* for disconnecting *your* gas supply in relation to health or safety reasons – see clause 11.10.

## 11.3 Planned work on the gas network

*We* can interrupt or disconnect *your* gas supply if the *network operator* needs to carry out *planned work*. If this occurs, *we* will use *our* best endeavours to give to *you* at least 4 days' notice before interrupting or disconnecting *your* gas supply and *we* will reconnect *your* gas supply as soon as reasonably practicable once it is safe to do so.

In certain circumstances *we* can charge *you* a *fee* for disconnecting *your* gas supply in relation to *planned work* – see clause 11.10.

## 11.4 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.

## 11.5 Events beyond our control

If an *event beyond our control* occurs and prevents *us* performing any of *our* obligations under this *contract* to any extent, 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).

## 11.6 Disconnection due to *your* actions

In addition to the reasons in clauses 11.1 to 11.3, *we* can arrange the *network operator* to disconnect *your* gas supply, acting in accordance with clause 11.7 and applicable laws (see clause 22.1 for information about the *network operator*), if:

- (a) *you* fail to pay a bill (either for the *premises* or a previous *premises*) in full by the due date shown on the bill (see clause 6 for information about billing); or
- (b) *you* do not agree to a *payment plan* or other payment option; or
- (c) *you* do not perform *your* obligations under a *payment plan* or other payment option; or
- (d) *you* do not give *us* or the *network operator* safe and unrestricted access to the *premises* or the *meter* (see clause 10 for information about access to the *premises*); or
- (e) *you* commit a fraud relating to *our* supply of gas to *you* at the *premises* or any other *premises*; or
- (f) *you* get gas supplied to the *premises* illegally or in breach of a *relevant regulation* or code; or
- (g) where *we* require *you* to provide *us* a *security deposit*, *you* fail to provide it to *us* (see clause 18 for information about *security deposit*); or
- (h) *you* fail to keep *your equipment* in good working order or condition (see clause 8 for information about *your equipment*); or
- (i) *you* get gas supplied to the *premises* in breach of this *contract*; or
- (j) *you* commit a substantial breach of any of *your* obligations under this *contract*; or
- (k) without limiting any of the above paragraphs, *you* breach any of *your* obligations under this *contract* and fail to remedy the breach within 10 *business days* of *us* requesting *you* to do so.

*We* can charge *you* a *fee* for disconnecting *your* gas supply in these circumstances – see clause 11.10.

## 11.7 Things we must do before disconnecting *your* gas supply

### Unpaid bills

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

- (a) give *you* a *reminder notice* not less than 14 *business days* from the date that *we* issued *you* the bill advising *you* that payment is overdue and requiring payment by a specified date (which will be not less than 20 *business days* after the date that *we* issued *you* the bill); and
- (b) if *you* still have not paid *us* by the time indicated in the *reminder notice*, then give *you* a *disconnection warning* not less than 22 *business days* from the date that *we* issued *you* the bill, advising *you* that *we* will disconnect *you* on a day that is at least 10 *business days* after *we* give *you* the *disconnection warning*; and
- (c) not disconnect *you* until at least 1 *business day* after the date that *we* say *we* will disconnect *your* gas supply in the *disconnection warning*;
- (d) use *our* best endeavours to contact *you*; and
- (e) if *you* are paying a residential *standard price*:
  - (i) offer *you* a *payment plan* or alternative payment plan; and

- (ii) give *you* information in accordance with clause 6.5; and
- (f) if *you* are paying a business *standard price*, offer to extend the due date for payment on terms and conditions (including the payment of interest).

We will not disconnect *you* unless:

- (a) *you* have not accepted *our* offer under either clause 11.7(e) or (f) within the specified period (which must be at least 5 *business days*); or
- (b) *you* have accepted *our* offer but have not taken reasonable action towards settling the debt within the specified time (which must be at least 5 business days).

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

### **Access to the *meter***

If we wish to disconnect *your* gas supply because *you* fail to give *us* or the *network operator* access to the *meter*, we will:

- (i) only disconnect *you* if *you* have denied access for the purposes of reading the *meter* for the purposes of issuing 3 consecutive bills; and
- (ii) only disconnect *you* if each time access was denied we gave *you* 5 *business days*' notice in writing:
  - (a) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
  - (b) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
  - (c) advising *you* of *our* ability to arrange disconnection if *you* fail to provide access to the *meter*, and
- (iii) use *our* best endeavours to contact *you* to advise of the proposed disconnection; and
- (iv) give *you* an opportunity to offer reasonable alternative access arrangements; and
- (v) send to *you* a *disconnection warning* advising *you* that we will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *disconnection warning*.

### **Security deposits**

If we wish to end this *contract* under clause 17 and/or disconnect *your* gas supply under 11.6(g) because *you* fail to provide any required *security deposit* to *us*, whether in whole or in part we will only disconnect *your* gas supply after we send to *you* a *disconnection warning* advising *you* that we will disconnect *your* gas supply on a day that is at least 5 *business days* after *you* are deemed to receive the *disconnection warning*.

### **11.8 We must not disconnect *your* gas supply in some circumstances**

- (a) Unless disconnection was requested by *you* or is required under the *Gas Standards Act 1972* or another law, we will not disconnect or cause disconnection of *your* gas supply at the *premises* if *you* give *us* a written statement from a *medical practitioner* stating that *your* gas supply is necessary to protect the life or health of a person who lives at the *premises* and *you* have entered into arrangements acceptable to *us* in relation to payment for gas supplied.
- (b) Unless disconnection:
  - (i) was requested by *you*; or

- (ii) is required by law; or
- (iii) occurred for *emergency* reasons; or
- (iv) was the result of a planned interruption (including a temporary unavailability of supply from the *gas network* to *you* due to *planned work*); or
- (v) was to prevent unauthorised utilisation (including if *you* have obtained any supply of gas at the *premises* in breach of any *regulatory requirement*),

we will not arrange for disconnection or disconnect *your* gas supply at the *premises* if:

- 1) *you* have applied for a government *concession* or grant, and the application has not been determined; or
- 2) *you* have made a complaint to *us*, the *network operator*, the *gas industry ombudsman*, or another external dispute resolution body about a matter directly related to the reason for the proposed disconnection and the complaint remains unresolved; or
- 3) *you* have agreed to a *payment plan* or other payment option acceptable to *us*; or
- 4) *you* cannot pay *your* bill because of a lack of income or other means, and *we* have not done the things *we* must do in clause 11.7; or
- 5) *you* have not paid *your* bill, but the outstanding amount is less than an average bill over the previous 12 months, and *you* have agreed to repay the outstanding amount; or
- 6) *you* have an outstanding amount on *your* bill that relates to a *standard price*; or
- 7) disconnection would occur on a Friday, Saturday, Sunday or public holiday in Western Australia, or on the day before such a public holiday or after 3.00pm on any other day; or
- 8) *we* have not given *you* information on any government funded *concessions*, including those outlined on *our* website.

## 11.9 Reconnecting *your* gas supply

If *your* gas supply is disconnected under this clause 11, then *we* will arrange for the *network operator* to reconnect *your* gas supply when *you* ask *us* to reconnect *your* gas supply if *we* are reasonably satisfied that, within 10 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist and that it is safe to reconnect and no other circumstances are existing that would entitle *us* or the *network operator* to disconnect *your* gas supply under this clause 11 or any law.

For example:

- (a) if *you* were disconnected for non-payment at the *premises* and *you* pay *us* all outstanding arrears plus any reasonable costs *we* incur in disconnecting and reconnecting *you*; or
- (b) *we* offer *you* and *you* accept an instalment plan, and *you* honour that instalment plan; or
- (c) if *you* were disconnected for preventing access to the *meter* at *your* *premises* and *you* subsequently provide access to the *meter* when requested by *us* or the *network operator*; or

- (d) if *you* were disconnected for failing to provide any required *security deposit*, in whole or in part, *you* have subsequently provided the required *security deposit*.

If *your* gas supply is disconnected in an *emergency* situation (under clause 11.1), for life or health safety (under clause 11.2) or *planned work* reasons (under clause 11.3), then *we* will arrange for the *network operator* to reconnect *your* gas supply when *you* ask *us* if *we* are reasonably satisfied that, within 20 *business days* after disconnection, the circumstances giving rise to the disconnection no longer exist and it is safe to reconnect and there are no other circumstances existing that would entitle *us* or the *network operator* to disconnect *your* gas supply under this clause 11 or any law.

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

- (e) before 3.00pm on a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply on the same day as *your* request; or
- (f) after 3.00pm on a *business day* or on a day that is not a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply as soon as *we* can on the next *business day*, or
- (g) after 3:00pm on a *business day*, then *we* will use *our* best endeavours to reconnect *your* gas supply on the same *business day* if *you* pay the after-hours reconnection fee and *you* ask before 5:00pm.

*We* can charge *you* a fee for reconnecting *your* gas supply in certain circumstances – see clause 11.10.

This clause 11.9 does not apply to cases where disconnection is required under the *Gas Standards Act 1972 (WA)*.

### **11.10 Consequences of disconnecting *your* gas supply**

If *we* or the *network operator* at *our* request disconnects *your* gas supply in any of the circumstances under this clause 11, then:

- (a) *we* can or *you* can arrange for the *network operator* to remove or physically disconnect the *meter* at the same time that the supply of gas to *you* is disconnected, or at a later time; and
- (b) *we* can charge *you* a fee for all or any of disconnecting *your* gas supply, removing, or physically disconnecting the *meter*, reconnecting *your* gas supply and replacing or physically reconnecting the *meter*, as the case may be, except where the disconnection was due to:
- (i) an *emergency* or health or safety reason, unless:
    - 1) that *emergency* or health or safety reason 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; and
    - 2) in the case of a health or safety reason where there was not also an *emergency* situation, *you* did not remedy the health or safety issue to *our* reasonable satisfaction within 10 *business days* of being requested to do so by *us* or the *network operator*; or
  - (ii) *planned work* the *network operator* needs to carry out on the *gas network*, other than *planned work* that was requested or otherwise 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; and

- (c) *you* must not reconnect the gas supply.

### 11.11 Reporting illegal use

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

## 12. Gas supply

### 12.1 The nature of the gas supplied to *you*

In order to sell gas to *you*, we ask the *network operator* to deliver the gas through the *gas network*.

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

As a result, the gas supplied to *you*:

- (i) may not be free from interruptions or changes in pressure or quality from time to time;
- (ii) will be of the quality of gas contained in the *gas network*; and
- (iii) may not suit *your* specific needs if, for example, *you* have specific goods or equipment at the *premises* that require a continuous gas supply free from interruptions or changes in pressure or quality.

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

*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 gas supply free from interruptions or changes in pressure or 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 gas supplied to *you* is not free from interruptions or changes in pressure or quality; and
- (c) otherwise do what *you* reasonably can to mitigate *your* loss arising from any interruptions or changes in pressure or quality.

Further, as gas is by its nature inherently dangerous (including risks of explosion, fire, poisoning and asphyxiation) *you* must take care in relation to *your* use and treatment of gas supplied. *You* must only use gas with appropriate pipework, 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 gas fitter. For more information on gas safety please contact *Building and Energy*– Department of Mines, Industry Regulation and Safety.



## 12.2 Operation of the gas network

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

- (i) supply *you* with a copy of the distribution standards if *you* pay *us* a fee; and
- (ii) respond to a request about changes in the quality of *your* gas supply that exceed the distribution standards; and
- (iii) advise *you* about things *you* can do to avoid interfering with *gas network* equipment or another person's gas supply; and
- (iv) forward *your* concerns to the *network operator*.

For more information about *our* liability to *you* under this *contract*, visit *our* website or call *our* customer service centre.

## 13. Liability

### 13.1 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 gas) 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.
- (b) However, where any gas 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.
- (c) 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*.
- (d) This clause 13.1 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 13.1(c), would have) an effect that is inconsistent and conflicts with clause 13.1, then this clause 13.1 overrides that other provision and that other provision will not apply where and to the extent it is inconsistent and conflicts with clause 13.1.

### 13.2 Other liability limitations

- (a) Protected rights have priority  
*Your Protected Rights* are not excluded, restricted, or modified by this clause 13.2, 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 13.2(a) which relates to *Your Protected Rights*.
- (c) All customers - general exclusion of *our Supply Related Liability*  
 We supply gas, but we do not own or operate the *gas network*. The *gas network* is operated by the *network operator*. Unless otherwise expressly provided in this *contract* (such as, in clause 13.2(e)), in no event are we liable to *you* for any *Supply Related Liability*. However, please note clause 13.2(a) which relates to *Your Protected Rights*.  
 Although we, as a gas 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* gas supply with the *network operator*.
- (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 13.2(a) which relates to *Your Protected Rights*.
- (e) *Residential customers* – additional limitations of *our* liability  
 If *you* are 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* (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 13.2(a) which relates to *Your Protected Rights*.
- (f) Non-residential customers – additional limitations of *our* liability  
 If *you* are 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 13.2(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 13.2 applies in addition to each and every other relevant limitation of *our* liability, whether provided in this *contract*, at law or otherwise.

### 13.3 Indemnity

- (a) Protected rights have priority  
*Your Protected Rights* are not excluded, restricted, or modified by this clause 13.3, 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 13.1.

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

### 13.4 Legitimate interests

The terms of this clause 13 (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 12 and by appropriating risks so as to help minimise *our* charges for gas for all *our* customers.

## 14. 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. 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 gas 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, the *network operator* 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 gas for a *private purpose*, then *we* will only do so to the extent such use:
  - 1) does not cause a significant imbalance of the parties' rights and obligations arising under this *contract*; or
  - 2) is reasonably necessary in order to protect *our* legitimate interests from time to time; or
  - 3) does not cause *you* detriment (whether financial or otherwise); or

- 4) 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. You can obtain a copy of *our privacy policy*, free of charge, either from *our website* at **synergy.net.au/privacy** or by requesting a copy from *our customer service centre*.
  - (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.

## 15. Complaints

### 15.1 You can contact us with your complaints

If you wish to raise a complaint concerning *our performance* or *your gas supply*, we encourage you to contact us to discuss the issue. We will manage 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 more senior member of *our 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 *gas industry ombudsman*, whose contact details can be found in *our customer complaints policy*. You should always give us the opportunity to respond to *your complaint* before you refer it to the *gas industry ombudsman*.

## 16. Providing information

### 16.1 We will provide you with information

If you wish to obtain further information about the *contract* or the supply of gas, please contact us. We will provide or make the following available to you if you request it:

- (a) a copy of the terms and conditions of this *contract*; and
- (b) a copy of the *relevant regulations* and a copy of any *relevant code*; and
- (c) information on the distribution of gas and a copy of the distribution standards; and
- (d) information about *our policies*, the *gas industry ombudsman* and *our complaints handling process*; and
- (e) information about *standard price* and other *fees you must pay* 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 *Gas Customer Code*); and
- (f) general information about 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
- (g) information on the types of *concessions* (if any) available to you and the name and contact details of the organisation responsible for administering those *concessions*, including contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 6.5 of this *contract*; and
- (h) *your billing data* according to clause 6.7; and

(i) any other information *we* said *we* would give *you* in this *contract*.

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

## 16.2 You must provide *us* with information

*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 or determine tariff eligibility. 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.

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 *your* personal details relating to *concessions* or any written statement from a *medical practitioner* stating that *your* gas supply is necessary to protect the life or health of a person who lives at the *premises*.

## 16.3 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) the person responsible for paying *your* bills changes; or
- (c) *you* change something at the *premises* which makes *our* access to the *meter* more difficult; or
- (d) *you* become aware of a gas leak or a problem with the *gas supply equipment*, which is at, or reasonably close to, the *premises*; or
- (e) *you* change the way *you* use gas (such as if *you* no longer use *your* gas supply for a residential purpose but *you* still pay a residential *standard price*); or
- (f) *you* are planning a change to *your equipment* that may affect the quality or safety of gas supply to *you* or anyone else.

## 17. Ending this contract

### 17.1 When the *contract* ends

- (a) Unless *you* or *we* end the *contract* earlier under this clause 17, this *contract* continues for a period of 1 year from the day it came into effect. However, if 1 year passes without either *you* or *us* ending the *contract* under this clause 17, the *contract* is automatically renewed for another 1 year period. This automatic renewal occurs each year until *you* or *we* end the *contract* under this clause 17.
- (b) If *you* end this *contract* because *you* enter into a new *contract* for the supply of gas with *us*, this *contract* ends on the expiry of the cooling-off period (if applicable) specified in the new *contract*.
- (c) If *you* end this *contract* because *you* enter into a *contract* for the supply of gas with another retailer, this *contract* ends when *we* are deemed to receive notification from

the *network operator* that *your premises* have been transferred to the other gas retailer in accordance with the *retail market rules*.

- (d) If *you* are disconnected, and we terminate this *contract*, the *contract* ends when *you* no longer have any right to reconnection under the *contract*, a written law or a *relevant code*.

## 17.2 When you can end the contract

*You* can end the *contract* at any time by advising *us* at least 3 *business days* before the day *you* want the *contract* to end.

## 17.3 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) commit a breach of any of *your* obligations under this *contract* for which we have a right under the *contract*, a written law or a *relevant code* to disconnect supply and we have disconnected supply at all *premises* covered by the *contract*; 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 after reasonable enquiry, we are satisfied *you* no longer reside at the *premises*.

## 17.4 When we cannot end the contract

Other than for a substantial breach of the *contract*, we will not end *your contract* if *you* commit a breach of the *contract* unless:

- (a) we have a right to disconnect supply under the *contract*, a written law, or a *relevant code*; and
- (b) we have disconnected supply at all of the *premises* covered by the *contract*.

## 17.5 What happens after a contract ends

If the *contract* ends:

- (a) we may arrange for a final *meter* reading and for disconnection on the day the *contract* ends; and
- (b) we may issue a final bill to *you*; and
- (c) we can charge *you* a fee for the final *meter* reading, disconnection, and final bill subject to the provisions of any written law or *relevant code*; and
- (d) we can remove the *gas supply equipment* at any time, and *you* must let *us* have safe and unrestricted access to the *premises* to allow *us* to do so; and

- (e) *you* will remain liable to pay any outstanding payments to *us* and *we* will have no further obligation to supply gas to *you*; and
- (f) *you* must make a new *contract* with *us* if *you* want *us* to supply *you* gas.

## 18. Security deposits for payment of bills

### 18.1 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:
  - (i) *we* decide (acting reasonably) that *you* have an unsatisfactory credit history or an unsatisfactory history of paying for gas that has been supplied to *you*; or
  - (ii) *you* owe *us* an amount in relation to gas supplied to the *premises*, unless *you* have disputed the bill relating to that amount by making a complaint to *us* or to the *gas industry ombudsman*; or
  - (iii) in the two years before entering into the *contract*, *you* have fraudulently obtained a supply of gas, or *you* have intentionally and unlawfully consumed gas.
- (c) If *we* decide that *you* have an unsatisfactory credit history or an unsatisfactory history of paying for gas that has been supplied to *you*, *we* will inform *you* of:
  - (i) *our* decision to require a *security deposit* and the reasons for *our* decision; and
  - (ii) *our* complaints handling process and of the *gas industry ombudsman* scheme, whereby *you* can raise a complaint to *us* or to the *gas industry 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 clauses 11.7 and 11.9 and the conditions in *our* Gas Trading Licence, *we* may end this *contract* and/or disconnect *your* gas supply or refuse to reconnect *your* gas supply (as applicable).

### 18.2 Value of your security deposit

The amount of any *security deposit* *we* require *you* to pay will be no more than 37.5% of *your* estimated bills over a 12-month period, and *we* will notify *you* of the amount. *We* will calculate *your* estimated bills based on:

- (a) *your* billing data; or
- (b) if *we* do not have any billing data for *you* – the average consumption of a comparable *customer* over a comparable 12-month period.

### 18.3 Permission to carry out credit checks

*You* agree to:

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



## 18.4 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.

## 18.5 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 18.4(b) to satisfy, partially or in full, any amount *you owe us* if:
  - (i) we disconnect *your* gas supply because *you* fail to pay a bill by the due date, and *you* no longer have any rights to have *your* gas supply reconnected under this *contract*; or
  - (ii) 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 18.5(a), we will:
  - (i) provide *you* with a written statement of how we applied the *security deposit*; and
  - (ii) repay *you* any amount of the *security deposit* that remains unused in accordance with *your* reasonable instructions.

## 18.6 Repayment of *your security deposit*

- (a) Unless we apply the *security deposit* in accordance with clause 18.5, we will repay to *you* the amount of the *security deposit* in full, plus any interest that may have accrued on the *security deposit* in accordance with this clause 18.6.
- (b) We will repay the amount of the *security deposit* and any accrued interest to *you* in accordance with *your* reasonable instructions and within 10 *business days* after:
  - (i) *you* complete two years of payments for the supply of gas by the date specified in the relevant bills; or
  - (ii) *you* leave the *premises*; or
  - (iii) we disconnect *your* gas supply at *your* request; or
  - (iv) *your premises* have been transferred to another gas retailer.
- (c) If *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:
  - (i) if the circumstance in clause 18.6(b)(i) applies – *your* next bill; or
  - (ii) if the circumstances in clauses 18.6(b)(ii), 18.6(b)(iii) or 19.6(b)(iv) apply – *your* final bill.

## 19. 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.

## 20. Adjustments for a change in law and network access costs

- 20.1 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*.
- 20.2 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 tariffs* 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 gas we supply to you.
- 20.3 To the extent permitted by law, if you change the rate at which you use gas, 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 gas we supply to you.
- 20.4 If we adjust the *standard price* in accordance with clauses 20.1 or 20.3, or charge an amount in accordance with clause 20.2, we will notify you of the adjustment or the additional charge by any means including post, telephone, or *electronic means*.
- 20.5 This clause 20 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*.

## 21. 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*).

## 22. Miscellaneous

### 22.1 Co-operation with the *network operator*

You agree to:

- (a) co-operate with the *network operator* in relation to the supply or consumption of gas at the *premises*, including in relation to connecting *your premises* to the *gas network* and disconnecting the *premises* from the *gas network*; and
- (b) allow *us* to give the *network operator* *your* details.

Although *we* are separate companies, *we* may ask the *network operator* to do things for *us* (such as turn on *your* gas supply or read *your meter*). Where the *contract* says *we* will do things that relate to the disconnection or reconnection of supply and the *gas supply equipment*, *we* may ask the *network operator* to do those things for *us*.

### 22.2 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 22.2(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 email, on the date on which the sender's computer or other device from which the email was sent records that the email 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 5.00pm or on a day other than a *business day*, is taken to be received on the next *business day*.

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

- (d) advertise in *The West Australian* (as the case requires); or
- (e) post information on *our* website; or
- (f) post *you* information at the *premises*; or
- (g) put a notice in the *Government Gazette* when the law requires *us* to.

### 22.3 *Electronic means of communication*

- (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.

## 22.4 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.

## 22.5 Application of laws

Nothing in the contract limits or excludes the rights, powers, and remedies that we or the network operator have at law (including under the *Energy Operators (Powers) Act 1979* (WA) and the *Energy Coordination Act 1994* (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.

## 22.6 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.

## 22.7 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.

## 22.8 Governing law

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

## 22.9 We can change this contract

We can change the terms and conditions of the contract from time to time without your consent. If these terms change and those changes are approved by the Economic Regulation Authority, then your contract will be deemed to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

If you do not agree with an amendment approved by the Economic Regulation Authority, then you can end this contract by doing the things described in clause 17.

## 22.10 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.

## 22.11 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 22.11(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 22.11 survives termination of the *contract* for any reason.

## 23. Definitions and interpretation

### 23.1 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 *Energy Coordination (customer Contracts) Regulations 2004* (WA).

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

**business customer** means a *customer* who consumes less than 1 terajoule and not less than 0.18 terajoules of gas 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 conveying, supplying, or selling gas to *you* under this *contract*.

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

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

**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* service centre or from *our website*.

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

**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 for health and safety reasons or if *you* have failed to provide access to the *meter* or *security deposit* and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

**electronic means** has the same meaning as in the *Gas Customer Code*.

**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 in Western Australia, or the maintenance of *gas network* security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

**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 in infrastructure or elsewhere, insufficient volumes of gas or any other problem with the *gas network* or any gas transmission pipeline feeding the *gas network* 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; or
- (b) lost profits; or
- (c) loss of an opportunity; or
- (d) *your* liability to others under *contracts*, applicable laws or otherwise; or
- (e) indirect or consequential loss of any kind; or
- (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*.

**fees** mean a charge that is not a *standard price*.

**financial hardship** has the meaning given to that term in the *Gas Customer Code*.

**financial hardship policy** means the policy that *we* have developed in accordance with the *Gas customer Code* 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* service centre or from *our website*.

**Gas Customer Code** means the *Compendium of Gas Customer Licence Obligations (Gas customer Code)* containing licence conditions determined by the Economic Regulation Authority under section 11M(1) of the *Energy Coordination Act 1994 (WA)*, as in force and published by the Economic Regulation Authority from time to time.

**gas industry ombudsman** means the Energy and Water Ombudsman appointed under a scheme approved by the Economic Regulation Authority under section 11ZPZ(1) of the *Energy Coordination Act 1994 (WA)*.

**gas installer** means a person licensed or authorised under relevant *regulatory requirements* to install, repair, alter or make any addition to *your equipment* or any part of *your equipment*.

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

**gas supply equipment** is defined in clause 8.1.

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

**heating value** is the amount of energy in a given volume of gas, as determined by the *network operator* from time to time.

**Marketing Code** means the code of conduct approved by the Economic Regulation Authority under section 11ZPM of the *Energy Coordination Act 1994 (WA)*.

**medical practitioner** has the same meaning as under the *customer Contracts Regulations*. {Note: The version of the *customer Contracts Regulations* published as at 15 June 2011 provides at regulation 12(3) that: “*medical practitioner* means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession.”}

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

**network access tariff** means the charges payable by *us* to the *network operator* from time to time for transmission, distribution, and access services.



**network operator** means the person who owns and operates the *gas network* (as described in section 3 of the *Energy Coordination Act 1994* (WA)).

{Note: The *network operator* is called the 'gas distribution operator' in the *Energy Coordination Act 1994* and other *relevant regulations*. This operator is responsible for the *gas network*, which is the system via which gas is delivered to *you*. We have no control over the *gas network*.}

**payment difficulties** has the meaning given to that term in the *Gas Customer Code*.

**payment plan** means a payment option, such as payment by instalments, that *we* offer *you* according to *our financial hardship policy* if *you* are having difficulties paying *your* bill. *You* can call *us* or visit *our website* for more information about *payment plans*.

**planned work** means *planned work* on the *gas network*, including planned maintenance on or augmentation to the *gas network*.

**premises** means the address to which gas 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).

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

**regulatory requirements** means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees, or any mandatory approvals and guidelines, including industry standards and or administrative interpretations of them.

**relevant code** means the *Marketing Code* and the *Gas Customer Code*.

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

**relevant policies** means the policies published by *us* on *our website* from time to time that are relevant to the *contract* and include the *privacy policy*.

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

**retail market rules** means the same as it does in the *Energy Coordination Act 1994* (WA).

**residential customer** means a *customer* who consumes gas solely for domestic use and consumes less than 1 terajoule and not less than 0.18 terajoules of gas per annum.

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

**standard price** means a charge, fee, or rental to be paid by *you* for or in connection with the supply of gas under the *Gas Tariffs Regulations* or those charges, fees or rentals for or in connection with the supply of gas that, subject to the *Gas Tariffs Regulations* and any other applicable laws, *we* publish from time to time. Subject to the *Gas Tariffs Regulations* and any other applicable 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 gas.

{Note: see clause 22.2 for how *we* may publish information.}

**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* gas supply (including any delay in connection, disconnection or reconnection of *your* gas supply);
- (b) any surge, disruption or fluctuation in gas supply or its quality from time to time; or
- (c) *us* failing, for any reason, to supply gas meeting any particular quality, reliability or quantity.

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

**we, us** and **our** means Electricity Generation and Retail Corporation trading as Synergy (ABN 58 673 830 106) of 219 St Georges Terrace, Perth, Western Australia.

**you** and **your** means the person to whom gas 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; 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.

## 23.2 Interpretation

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

- (a) the singular includes the plural and vice versa; and
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (c) a reference to a person includes a public body, company, or association or body of persons, incorporate or unincorporate; and
- (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; and
- (e) a reference to a clause is a reference to a clause of the *contract*; and
- (f) headings are included for convenience and do not affect the interpretation of the *contract*; and
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time; and
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- (i) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow; and
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by *electronic means* such as facsimile transmission; and

- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind; and
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year; and
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day; and
- (n) if a date stipulated for payment or for doing an act is not a *business day*, the payment must be made, or the act must be done on the next *business day*; and
- (o) a reference to a monetary amount means that amount in Australian currency and a *unit of measurement* is to an Australian legal *unit of measurement*, as defined in the *National Measurement Act 1960* (Cth).

### 23.3 Further Information

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

#### In writing:



- Synergy  
GPO Box K851  
Perth WA 6842

#### In person:

- 219 St Georges Terrace  
Perth WA 6000

Via our website at [synergy.net.au/contact](http://synergy.net.au/contact)

#### By telephone:

- **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.
- **13 13 52** to report a gas leak, fault or emergency, 24 hours a day.