

Contract Terms & Conditions

1 – OUR CONTRACT

1.1 The parts of our Contract

- These terms form part of our Contract with you for the sale of gas to you at your Premises. The other part of the Contract is your Contract Confirmation.
- If you buy gas from us for more than one Premises, we have two separate Contracts with you, one for each Premises.

1.2 What we do

We agree to sell you the gas you use at your Premises.

1.3 Understanding these terms

Capitalised words are defined in clause 15.7.

2 – WHEN THE CONTRACT STARTS AND ENDS

2.1 When does the Contract start?

The Contract starts when you accept our offer to sell gas to you. You can do this by signing our offer to sell you gas in person and returning it to us before the offer expiry date, or by accepting our offer over the telephone or online.

2.2 Cooling-off

- You can cancel the Contract without penalty during a 10 Business Day cooling off period, which starts on the later of the Business Day after:
 - the day you accepted our offer; and
 - the day we gave you a copy of the Contract.
- To cancel the Contract during the cooling off period, either call us or complete and return the withdrawal notice provided to you with these terms.

2.3 When we start selling you gas

We will only start selling you gas when:

- your cooling-off period has expired;
- your Premises are connected to the Distribution Network; and
- if you are transferring to us from another retailer, the transfer has been processed.

2.4 Cancelling the Contract

We may cancel the Contract before we start selling you gas if:

- you are not eligible for the offer we made to you; or
 - you don't meet our credit requirements.
- We will notify you if we cancel the Contract under this clause.

2.5 When does the Contract end?

The Contract can only end under clauses 2.2, 2.4 and 9. Otherwise, the Contract will continue indefinitely.

2.6 Arrangements on expiry of Energy Plan

- If your Contract includes an Energy Plan, then we will let you know before your Energy Plan expires what your options are.
- We may offer you another Energy Plan or a replacement Contract.
- When your initial Energy Plan expires, if you haven't already accepted an offer from us:
 - your Rates and Charges will become the same as our then current Standing Offer Prices;
 - from then on, your Rates and Charges will change to match our Standing Offer Prices; and
 - we may apply another Energy Plan to those Standing Offer Prices.

3 – CHARGES

3.1 What you have to pay

You must pay us the Charges under this Contract.

3.2 Your Rates

The Rates and any Energy Plan we initially will use to determine your energy Charges are in your Contract Confirmation.

3.3 Supply Charge

- You must pay us the supply Charge for gas we supply to you. The supply Charge is published on our website.
- The supply Charge is made up of two components:
 - a fixed daily component that is charged regardless of how much gas you use; and
 - a usage component that is based on how much gas you use.
- There are two types of supply Charge: the residential supply Charge and the business supply Charge.
 - You are eligible for the residential supply Charge if your Premises is a "dwelling" (a house, flat, home unit or other place of residence) and you use your gas only for residential use, or if your Premises is not a dwelling, but it is separately metered and you use your gas solely for a residential use.
 - You must tell us if you are no longer eligible for the residential supply Charge because you are no longer using gas solely for a residential use at your Premises. If you don't give us reasonable notice of this change, we can backdate the business supply Charge to the start of the non residential use (up to a maximum of 12 months).
 - A business supply Charge will be payable for a Premises if the gas is used for commercial or business purposes.

3.4 Other fees

You may also be required to pay one or more of the following other fees and Charges:

- amounts that the Distributor charges us for services provided at your Premises which aren't already included in the supply Charge (for example, connection and disconnection fees and Meter reading fees);
- any taxes (including GST), duties, imposts, levies, regulated Charges, costs, fees and Charges that we have to pay (directly or indirectly) when we sell and supply gas and other goods and services to you;
- credit card payment fees for paying your bill by Mastercard, Visa or other payment methods where we incur a merchant services fee;
- late payment fees to compensate us for our costs and losses if you pay your bill after the due date;
- an account establishment fee for establishing your account with us;
- payment processing fees for paying your bill over the counter in person or via Post Billpay;
- paper bill fees for us issuing you with bills in the mail;
- costs we incur for arranging network and connection services for you;

- reasonable costs we incur if you breach this Contract or any of the Relevant Regulations (except where those costs are already recovered through other Charges or fees, such as the late payment fee); and
- other fees and Charges referred to in this Contract (for example, a fee for reading your Meter after you deny us access to the Meter—see clause 4.2g).

3.5 Notice of Charges

- We will give notice of the Charges payable under this Contract in the Government Gazette, newspaper, a notice to you, or as agreed with the Economic Regulation Authority. We may also publish the Charges on our website.
- You can also ask us to send you a copy of the Charges (at no cost to you).

3.6 Changes to Charges

- We can change the Charges at anytime by notice in the Government Gazette, newspaper public notices, a notice to you, or as agreed with the Economic Regulation Authority. We may also publish the changes to Charges on our website.
- If a change to the Charges affects you, we will also give you a notice as soon as practicable after the change is gazetted or published, and in any event no later than your next bill. The notice of the change may be included on your bill.
- If the Charges that apply to you change during a billing cycle, we will calculate your bill for that billing cycle on a proportionate basis.
- We may also change your Charges if:
 - information used to set the Rates detailed in your Contract Confirmation is incorrect (for example, the address of your Premises or your Meter type);
 - a new Meter type is installed at your Premises;
 - your Distributor changes the network tariff for your Premises
 - you take up an offer which requires network tariff modification; or
 - for any other reason.

3.7 Waiver of exit fee

If you change retailer within 20 Business Days after you receive notice of a change to your Rates or Charges, we will waive any exit fee.

3.8 GST

You must pay any GST which is payable on any supply which is made under this Contract.

4 – BILLS

4.1 Where and when bills are sent

- We will send your bills to the mailing or e-mail address you advise us of. If we do not have a valid e-mail or mailing address for you, we will mail your bills to your Premises and you will be deemed to have received them. You may need to pay a Charge for us to mail bills.
- We will bill you no more frequently than once a month. We will always bill you at least every three months unless you have agreed to a longer billing period. We may change the billing period by notice to you, but we will not change it to less than one month without your consent or in accordance with the Relevant Regulations.

4.2 Bills based on Meter readings

- a) We will usually base your bills on readings of your Meter. We will use our best endeavours to obtain metering data as frequently as required to prepare your bills. In any event, we will use best endeavours to ensure that your Distributor reads your Meter at least once every 12 months.
- b) If we ask you, you can agree to read the Meter yourself and provide the results to us, in which case, we will bill you on the basis of your Meter readings (subject to clause 4.2f) of this Contract).
- c) We can provide you with a bill based on estimated usage if:
 - i. access to the Meter is denied due to your action or that of a third party, or due to weather conditions, an industrial dispute or other reasons beyond our control;
 - ii. you are leaving your Premises and need a final bill immediately;
 - iii. access to your Meter is denied for safety reasons;
 - iv. the Meter or ancillary Equipment has recorded usage incorrectly; or
 - v. the Meter has been tampered with or bypassed.
- d) If we need to base your bill on estimated usage, we can do so based on:
 - i. your reading of the Meter; or
 - ii. your prior billing history with us.
- e) If we don't have your prior billing history, then we can use:
 - i. the average usage of gas at the supply Charge that applies to you;
 - ii. the average for your Equipment; or
 - iii. the average usage at your Premises.
- f) If we provide you with a bill based on estimated usage and we are later able to read your Meter, then we will adjust the estimated bill in accordance with the Meter reading, unless:
 - i. the estimated bill was used to finalise your account; or
 - ii. we accepted your reading as the Meter reading to base the bill on and the subsequent reading shows an error in your favour.
- g) If we provide you with a bill based on estimated usage because you denied us access to your Meter, and you subsequently request that we replace an estimated bill with a bill based on a reading of your Meter, then we will do so as long as you allow us access to the Meter and pay any reasonable Charge we request.

4.3 Information your bill will include

- a) Your bill will show your gas usage in units, which are calculated by applying the heating value (which is the amount of energy in the gas) to the amount of gas you used. If applicable, we can calculate your consumption through the measurement of gas from a master Meter and utilise other measurement devices to determine your individual usage.
- b) Your bill will separately itemise the Charges, including the fixed component and the usage component of the supply Charge (see clause 3.2 above for more information) and any Charges related to the supply of gas such as connection fees.
- c) The following information will be included on your bill:

- i. your name and account number;
 - ii. your Premises and any relevant mailing address;
 - iii. the amount due;
 - iv. the due date;
 - v. the dates and values of your previous and current Meter readings or estimates;
 - vi. consumption or estimated consumption;
 - vii. the number of days covered by the bill;
 - viii. your Charges (specifying the relevant supply Charges);
 - ix. your Meter or property number;
 - x. a summary of the payment methods and instalment payment options available;
 - xi. the telephone number for billing and payment enquiries;
 - xii. a 24 hour contact telephone number for faults and emergencies;
 - xiii. the amount of arrears or credit;
 - xiv. the amount of any other Charge and details of the service provided;
 - xv. a statement that a late payment fee may apply for payments after the due date;
 - xvi. the average daily consumption and cost;
 - xvii. details of any Security Deposit you've provided;
 - xviii. if you're a Residential Customer, a reference to any concessions available to you from us and any Government concessions that may be available;
 - xix. the availability of a Meter accuracy test if you pay a testing Charge, which will be refunded if the Meter is found to be outside the margin of error;
 - xx. the availability of interpreter services; and
 - xxi. a telephone number to contact if you are experiencing financial difficulties.
- d) If we provide you with other goods and services, then unless agreed otherwise with you, we will include the Charges for those goods and services as separate items on your bill together with a description of those goods and services. We will apply any payment received from you as directed by you, or if you don't give us any direction:
- i. to the amount due for your gas use before applying it to the additional goods and services; or
 - ii. if the goods or services include electricity, to the amount due for your gas use and electricity use in equal proportion before applying it to any other additional goods and services.

4.4 You can request reviews of bills

- a) You can ask us to review your bill. We will respond in accordance with our standard complaints and dispute resolution procedures. In the meantime, we may require you to pay the bill (or some of it).
- b) You can request to have your Meter or Meter data tested as part of a review. You may have to pay for the cost of the test in advance if the law allows us to require advance payment. If the test finds that the Meter or Meter data is faulty and you have paid in advance we'll refund any amount you've paid for the test. If the test finds that the Meter and Meter data is not faulty and you have not paid for the cost of the test in advance then we may require you to pay for the cost of the Meter test.
- c) If a review uncovers an error, we will adjust the bill. Otherwise, you must pay the unpaid amount of the bill.

4.5 Overcharging

If you are overcharged, we will inform you of the overcharging and repay you the overcharged amount in accordance with the Relevant Regulations.

4.6 Undercharging

If you are undercharged (which includes if you are not charged at all), we may recover from you some or all of the amount owed to us. If the undercharge is a result of our error, the amount we can recover is capped at the amount undercharged over the 12 months up until the date we notified you about the undercharge, and we will let you pay us over a period matching how long we undercharged you, capped at 12 months.

If we have undercharged you as a result of fraud by you or use of gas otherwise than in accordance with this Contract, we may recover all amounts undercharged and take action against you.

5 – PAYING YOUR BILL

5.1 When and how you have to pay

- a) You must pay your Charges by the pay-by date stated on your bill. Your bill is not paid until we actually receive the funds. If your payment is due on a non-Business Day, you can pay that amount on the next Business Day.
- b) You can pay your bill in full using a range of options, including:
 - i. over the counter in person at a third party retailer or outlet specified on your bill;
 - ii. by mail; or
 - iii. by any of the other methods specified on your bill.
- c) If we sell you both electricity and gas we will apply payments to each account as you direct or, if you do not give us a direction, to your oldest debts first.
- d) You can ask us to pay your bill in advance or have your bill redirected if you are going to be absent for a long period of time, or if you are unable to arrange payment using any of the methods on your bill.

5.2 Security deposits

You may have to pay us a Security Deposit. We will keep any Security Deposit in a separate trust account, and it will be separately identified in our accounting records. We will pay interest on any Security Deposit you provide at the Bank Bill Rate. That interest will accrue daily and will be capitalized every 90 days unless paid. We can apply any Security Deposit and accrued interest against amounts you owe us under the Contract if:

- a) you fail to pay a bill, resulting in the disconnection of your Premises;
- b) you fail to pay a final bill;
- c) you fail to pay a bill and you agree that we can use the Security Deposit to avoid us disconnecting you;
- d) you ask us to do so when you are leaving your Premises or you have requested the disconnection of your Premises; or
- e) you transfer to another retailer and you still owe us an amount.

If we use your Security Deposit, we will give you an account of its use and refund the balance (if any) within 10 Business Days. If we no longer need any Security Deposit, we will return the Security Deposit and interest to you.

5.3 Payment difficulties

If you cannot pay your bill or are experiencing financial hardship, let us know. If you are a Residential Customer and have told us that you are having difficulty paying your bill then we will offer you:

- additional time to pay a bill;
- instalment plan options;
- the right to have a bill redirected to a third party;
- information about, and referral to, Government assistance programs; and
- information on independent financial counselling services.

We can also choose to offer you other arrangements which give you time to pay your bill. If you have had 2 instalment plans cancelled in the last 12 months due to non-payment, then we will not offer you an instalment plan unless we're satisfied that you'll comply with the plan.

5.4 Late payments

If you have not paid your bill in full by the pay-by date, then (unless you've requested a review of your bill) we may:

- require you to pay a late payment fee in accordance with the Relevant Regulations;
- apply any Security Deposit we are holding;
- issue a reminder notice;
- issue a disconnection warning;
- disconnect your Premises;
- subject to the Relevant Regulations, ask a debt collection agency to obtain the payment from you;
- rely on other rights we have under the Contract; and
- if you're a Business Customer, Charge you interest on any overdue amounts (but only if we haven't charged you a late payment fee or if the late payment fee doesn't fully compensate us for our costs and losses from your failure to pay).

We will not commence legal proceedings for the recovery of an amount you owe us if you are a Residential Customer and:

- you have entered into a payment arrangement with us and you are complying with the terms of that arrangement; or
- you have informed us that you are experiencing payment difficulties or financial hardship and (if we have assessed that you are) we have offered you assistance.

6 – YOUR OTHER OBLIGATIONS

6.1 How you use gas

In using gas at your Premises, you must comply with the Law. You must:

- not cause any interference within the Distribution Network;
- not take any supply of gas otherwise than from the Distribution Network; and
- not on-supply the gas supplied to your Premises.

6.2 Meters and Gas Supply Equipment

To allow the supply of gas to your Premises, you must:

- make sufficient space available for the Meter and Gas Supply Equipment;
- not tamper with or bypass the Meter, or allow anyone else to do so;
- protect and not disconnect, by-pass, interfere with, displace, remove, replace or damage

the Meter, the Gas Supply Equipment or the Distribution Network, or allow anyone else to do so, and promptly notify us of any problems with this Equipment;

- not turn on gas at the Meter if it has been turned off by us or your Distributor, unless you have our permission to turn it on;
- give us, your Distributor and other relevant people (including any Meter service provider), who will show you their official identification if you ask, safe, convenient, easy and unrestricted access to your Premises, your Equipment, the Gas Supply Equipment, the Distribution Network and the Meter at your Premises including to read the Meter, to install Gas Supply Equipment, to inspect or work on Your Equipment or the Gas Supply Equipment, or for any other reason relating to the supply of gas at your Premises.

6.3 Safety and emergencies

You must:

- maintain Your Equipment in a safe condition;
- ensure that any work on Your Equipment is done by registered gas plumbers or gas fitters;
- keep all vegetation, structures and vehicles at your Premises clear of Your Equipment, all Gas Supply Equipment and the Distribution Network;
- advise us or your Distributor of any safety issues;
- comply with directions from us or your Distributor;
- take reasonable steps to limit any loss or damage you suffer in connection with this Contract; and
- not use gas in a way that interferes with the supply of gas to anyone else or causes loss to anyone else.

6.4 Title and risk

- Title to and risk in gas supplied to your Premises will pass to you at the point of connection between the Distribution Network and Your Equipment.
- You acknowledge that the Meter is owned by a third party (generally either your Distributor, a Meter service provider, or us) and title will not pass to you at any time.

7 – YOUR DISTRIBUTOR, YOUR GAS SUPPLY AND SUPPLY INTERRUPTIONS

7.1 Your Distributor

Your Distributor is responsible for the connection between the Distribution Network and your Premises and for the physical supply of gas to your Premises including the quality and reliability of the gas supplied. You must cooperate with any reasonable requests your Distributor makes of you.

7.2 Our limited role

We are a gas retailer and do not control the physical supply of gas. We can ask your Distributor to connect your Premises to the Distribution Network, which we will do at your request. We will also arrange for your Distributor to physically supply gas to your Premises. Except to that extent or as otherwise provided by law, we cannot control the way in which the Distributor operates the Distribution Network, and we are not liable to you for ensuring the physical supply of gas or the safety, quality, continuity, reliability or pressure of that supply.

7.3 Your gas supply

Gas supplied to your Premises may be subject to quality or pressure variations or deficiencies.

7.4 Supply interruptions may occur

The quality, continuity, reliability and pressure of your gas supply is subject to a variety of factors, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the Distribution Network and acts of other persons (including your Distributor). Accordingly, the supply of gas to your Premises may be interrupted. Examples of when supply may be interrupted include:

- where required by your distributor or another person;
- where there is insufficient gas or system capacity to meet the needs of all consumers;
- for inspection, repairs, testing, maintenance or other works; or
- in an emergency or for safety reasons.

7.5 Keeping one another informed about supply interruptions

- We will try to inform you about supply interruptions, and we'll follow any notice requirements set out in the Relevant Regulations.
- If you let us know that your supply is interrupted, we will tell your Distributor.

8 – DISCONNECTION

8.1 When you could be disconnected

We may arrange for your gas to be disconnected in the following circumstances, unless we're prohibited from doing so under the Relevant Regulations or we say we won't in clause 8.3:

- if you ask us to;
- if you fail to pay Charges or other amounts on your bill relating to the supply of gas by the due date;
- if you don't agree to an offer of an instalment plan or other payment option to pay for Charges or other amounts relating to the supply of gas;
- if you haven't paid in accordance with an agreed payment plan for Charges or other amounts relating to the supply of gas;
- if your Premises couldn't be accessed to read the Meter for the purposes of issuing three consecutive bills and:
 - we've given you an opportunity to offer reasonable alternative access arrangements;
 - each time your Premises couldn't be accessed, we've given you 5 Business Days' written notice of the next scheduled Meter reading and requested access at that time; and
 - we've given you at least 5 Business Days' notice of our intention to arrange for you to be disconnected;
- in the case of an emergency, in which case we, or your Distributor, will provide, by way of a 24 hour emergency line, information on the nature of the emergency and an estimate of the time when supply will be restored and use best endeavours to arrange for reconnection as soon as possible;
- for health and safety reasons, but only if (except in an emergency or where there is a need to reduce the risk of fire or where the Relevant Regulations require it) we have:
 - given you written notice of the reason for the disconnection;
 - given you 5 Business Days to fix the reason for the disconnection (if you are able to do so); and

- iii. after the expiry of that 5 Business Day period, given you 5 Business Days' notice of our intention to disconnect you by way of a written disconnection warning;
- h) for the purposes of planned maintenance on, or augmentation to, the Distribution Network, in which case we, or your Distributor, will use best endeavours to:
- i. give you at least 4 days' notice of the intention to disconnect;
- ii. minimise interruptions to supply; and
- iii. restore supply as soon as practicable;
- i) if you've obtained supply in breach of any Relevant Regulations;
- j) if you've refused to provide a Security Deposit, in which case we will give you at least 5 Business Days' notice of our intention to arrange for disconnection.

If you are disconnected, you may be required to pay a disconnection fee.

8.2 What we'll do before we disconnect you

- a) If you have failed to pay your bill, including if you haven't agreed to an offer of an instalment plan or other payment option, or you haven't paid in accordance with such a plan or option (see clauses 8.1b) to 8.1d) above), then before we disconnect you, we will:
- i. use our best endeavours to contact you personally;
- ii. give you a written reminder notice not less than 14 Business Days after the date on which the bill was issued, advising you that payment is overdue and requiring you to pay by a date specified in the notice (which will be at least 20 Business Days after the date the bill was issued);
- iii. if payment is not made by the date specified in the reminder notice, give you a written disconnection warning not less than 22 Business Days after the date the bill was issued, advising you that you will be disconnected unless you pay by the day specified in the disconnection warning (which will be at least 10 Business Days after the date of the disconnection warning);
- iv. if you are a Residential Customer, offer you an instalment plan or other payment option such as an extension of time to pay (if we haven't already done so) and give you information about government concessions (and give you at least 5 Business Days to accept that offer); and
- v. if you are a Business Customer, offer you an extension of time to pay (and give you at least 5 Business Days to accept that offer).
- b) If we give you a disconnection warning (see clause 8.2a)iii) above), then we won't disconnect you until at least 1 Business Day after the date specified in the warning.

8.3 When we won't disconnect you

Unless disconnection:

- a) was requested by you;
- b) is required by Law;
- c) occurred for emergency reasons;
- d) was the result of a planned interruption (including a temporary unavailability of supply from the Distribution Network to you due to planned work); or
- e) was to prevent unauthorised use of gas (including if you have obtained any supply of gas at your Premises otherwise than in accordance with the Relevant Regulations),

we will not disconnect you if:

- f) you have provided us with a written statement from a medical practitioner (registered under the Health Practitioner Regulation National Law (WA) Act 2010) stating that supply is necessary to protect the health of a person who lives at your Premises, and you have entered into arrangements acceptable to us in relation to payment for gas supplied;
- g) the amount you owe us is less than an average bill over the last 12 months, and you have agreed to repay the amount;
- h) you have made a complaint, including to the Ombudsman, which directly relates to the reason for the proposed disconnection and which remains unresolved;
- i) you have made an application for a government grant or concession and the application has not yet been decided;
- j) you have failed to pay an amount that does not relate to the supply of gas;
- k) disconnection would occur on a Friday, Saturday, Sunday or public holiday in Western Australia, or the day before such a public holiday or after 3:00pm on any other day;
- l) can't pay your bill because of a lack of income or other means and we haven't done the things we have said we will do under clause 8.2; or
- m) you've accepted an instalment plan or other payment option, unless, after accepting, you don't take any reasonable action towards settling the debt within the time specified in the plan.

8.4 Reconnection

- a) If you ask us to, we must arrange for your gas supply to be reconnected if:
 - i. within 10 Business Days after disconnection for non-payment of a bill, you pay the overdue amount or make an arrangement with us for its payment;
 - ii. within 10 Business Days after disconnection for denial of access to a Meter, you provide access to the Meter;
 - iii. within 10 Business Days after disconnection for unlawful consumption of gas, you pay for the gas consumed;
 - iv. within 10 Business Days after disconnection for refusal to provide a Security Deposit, you provide the Security Deposit;
 - v. within 20 Business Days after disconnection in an emergency situation or for health, safety or maintenance reasons, the situation or problem giving rise to the need for disconnection has been rectified, and you have paid any applicable reconnection fee (or have accepted an offer of an instalment plan to pay the reconnection fee).
- b) If you are entitled to be reconnected and you make the request for reconnection:
 - i. before 3.00pm on a Business Day, we will use our best endeavours to get your Distributor to reconnect you on the day of the request;
 - ii. after 3.00pm on a Business Day, we will use our best endeavours to get your Distributor to reconnect you as soon as possible on the next Business Day; or
 - iii. after 3.00pm but before 5.00pm on a Business Day, we will use our best endeavours to get your Distributor to reconnect you on the same Business Day if you pay the after-hours reconnection fee.

9 – TERMINATION OF THE CONTRACT

9.1 Termination when you give us notice

You can terminate the Contract by giving us 3 Business Days' notice.

9.2 Termination by us

We can end this Contract:

- a) by giving you 20 Business Days notice;
- b) if you become insolvent, go into liquidation, or commit an act of bankruptcy;
- c) if you commit a substantial breach of this Contract; or
- d) if you commit any other breach of this Contract, but only if:
 - i. we have a right to disconnect supply under this Contract, a written law or any Relevant code; and
 - ii. we have disconnected supply at all of your Premises that are covered by this Contract.

9.3 Termination when you move out of your Premises

- a) If you are moving out of your Premises, you'll need to give us at least 3 Business Days' notice indicating that you wish to terminate the Contract. You must include the date you are moving out in your notice, as well as a forwarding address to which we can send you a final bill.
- b) We will do what we can to have your Meter read on the date specified in your notice, or as soon as practicable after that date if there are difficulties accessing your Meter.
- c) The Contract will terminate when you move out. However, you will still have to pay your final bill which will cover the period up until when we have read your Meter.
- d) If you do not give us notice that you are moving out, the Contract will continue after you have moved out. You will have to pay for gas supplied to your Premises even if someone else is using it.

9.4 Automatic termination

- a) If you enter into a new Contract for the supply of gas with us, this Contract will end on the expiry of the cooling off period (if any) specified in the new Contract.
- b) If you transfer your Premises to another retailer, this Contract will end when we are deemed to receive notice from your Distributor that your Premises has been transferred to the other retailer in accordance with the Retail Market Rules.
- c) If you request us to disconnect your Premises, this Contract will end 10 Business Days after disconnection.
- d) This Contract will also end if:
 - i. we start selling gas at your Premises to another Customer;
 - ii. we have disconnected you and you have no reconnection entitlement; or
 - iii. we are no longer entitled to sell gas due to a RoLR event.

9.5 What happens when this Contract ends

If this Contract is terminated, then:

- a) if you want us to continue to supply you gas, we will continue to sell you gas on the same terms as the terms of this Contract until you enter into a new Contract with us or transfer to another retailer (and all the provisions of this Contract will survive this Contract ending for this purpose);

- b) we may arrange for a final Meter reading and for disconnection on the day on which this Contract ends;
- c) we may issue you with a final bill;
- d) we may, subject to the provisions of the Relevant Regulations, Charge you a fee for the final Meter reading, disconnection and final bill;
- e) we or your Distributor may remove any Gas Supply Equipment at your Premises at any time after the day on which this Contract ends, and you must allow us or your Distributor safe and unrestricted access to your Premises for this purpose;
- f) if you want us to supply gas to you again, you must enter into a new Contract with us; and
- g) you must still pay any outstanding amounts to us and we don't have to continue to supply gas to you.

This clause and the provisions of this Contract about privacy, liabilities, notices, governing law and payment will survive this Contract ending. This Contract ending will not prejudice any rights, obligations or remedies that you or we have accrued before the Contract ends.

10 – YOU CEASING TO BE A SMALL CUSTOMER

10.1 Let us know of significant changes

You must tell us if the amount of gas you use at your Premises changes significantly, or if you cease to purchase gas at your Premises principally for personal, household or domestic use. This is because this may mean you are no longer a Small Customer.

10.2 New arrangements

If you are no longer a Small Customer at your Premises then:

- a) we can Charge you for the gas supplied to your Premises at Rates we consider are reasonably necessary to recover from you all costs we incur in connection with selling you that gas plus the same margin we recover from similar customers;
- b) we may notify you that, if you do not enter into an alternative arrangement with us within 20 business days of our notice, we may have your Premises disconnected; and
- c) we are then entitled to have your Premises disconnected and you will have no right of reconnection.

11 – INFORMATION AND PRIVACY

11.1 Your details

You must:

- a) make sure your name, Premises and contact details (including the address you choose for notices and billing) are set out correctly in this Contract, and that any other contact details you give us are correct;
- b) tell us promptly if you become aware of any change that materially affects access to the Meter or Gas Supply Equipment at your Premises; and
- c) let us know if any information you have given us changes.

11.2 Your historical billing information

If you ask us, we will give you information about your billing history. We may Charge you a reasonable fee to provide this information, unless:

- a) you ask for information for the last 2 years only, and you haven't already made a request in the last 12 months; or

- b) you request the information in relation to a dispute, in which case we will provide the information free of Charge.

11.3 Life support

You must let us know if there is life support Equipment in use at your Premises. You will need to give us written confirmation from a registered medical practitioner that the Equipment is required. We will pass this information on to your Distributor and give you the emergency telephone contact number for your Distributor.

11.4 Privacy

We'll handle your personal and credit information in accordance with applicable privacy law and our privacy policy, which is set out here: <https://www.simplyenergy.com.au/help-centre/policies-and-commitments/privacy-policy> and may change from time to time.

11.5 Confidentiality

We will keep confidential your information in accordance with Relevant Regulations, unless:

- a) you give us prior written consent to disclose the information;
- b) disclosure is required to comply with any accounting or stock exchange requirement;
- c) disclosure is required to comply with any legal or regulatory requirement or proceedings;
- d) the information is already publicly available; or
- e) we believe you have used gas illegally and we must provide your information to the Economic Regulation Authority or the Director of Energy Safety.

11.6 Further information

If you would like further information about any of the following, please get in touch with us and we will provide you copies of:

- a) a copy of the Energy Coordination (Customer Contracts) Regulations 2004 (WA);
- b) a copy of the Gas Marketing Code of Conduct 2017 (WA);
- c) a copy of the Compendium of Gas Customer Licence Obligations;
- d) the Australian Gas Association Natural Gas Customer Service Code AG 755-1997;
- e) information about the Charges and fees payable under this Contract, including alternative tariffs that may be available to you;
- f) information about energy efficiency;
- g) billing data;
- h) contact details for obtaining information about Government assistance programs or financial counselling services; or
- i) information about our gas Customer safety awareness program.

12 – CUSTOMER SERVICE AND COMPLAINTS

- a) If you have an enquiry, complaint or dispute, please contact us on 1800 038 241. We will handle your complaint in accordance with our standard complaints and dispute resolution procedures (including the Australian Standard on Complaints Handling (AS/NZS 10002:2014)), which you can find on our website, and let you know of our decision and any right you have to take the matter to the Ombudsman.
- b) You can ask us for a copy of our standard complaints and dispute resolution handling procedures and more information about our complaints procedure and the Ombudsman.

- c) If you are not satisfied with our response to your complaint, you can raise the complaint to a higher level within our management structure, and if you are still not satisfied with our response, you may be entitled to refer the complaint to the Ombudsman.
- d) We are required to comply with certain provisions in the Relevant Regulations and a number of codes, standards and policies, including:
 - i. the standards of service set out in Part 5 of the Energy Coordination (Customer Contracts) Regulations 2004 (WA);
 - ii. the Gas Marketing Code of Conduct 2017 O/1/A; and
 - iii. the Compendium of Gas Customer Licence Obligations.

13 – LIABILITY

- a) We will comply with the Law and Relevant Regulations, unless and except to the extent a regulator excuses us from compliance.
- b) To the extent permitted by law including the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law being Schedule 2 to that Act), we give no guarantees, warranties or representations about the quality of gas supplied under this Contract and its fitness for purpose or safety, other than expressly provided for under this Contract. To the extent Division 1 of Part 3-2 of the Australian Consumer Law applies to this Contract, nothing in this Contract excludes, restricts or modifies, or has the effect of excluding restricting or modifying, the application of, or the exercise of rights conferred by, any provision of Division 1 of Part 3-2 of the Australian Consumer Law.
- c) Our liability under this Contract for a failure to comply with a guarantee (if any) is limited to the maximum extent possible by section 64A of the Australian Consumer Law to:
 - i. in the case of the supply of goods, being gas:
 - a) the replacement of the gas or the supply of equivalent gas; or
 - b) the payment of the cost of replacing the gas or of acquiring equivalent gas; or
 - ii. in the case of services:
 - a) the supply of the services again; or
 - b) the payment of the cost of having the services supplied again.
- d) You are responsible for how gas is used at your Premises.
- e) If you cannot meet an obligation under this Contract because you do not own your Premises, you must use your best efforts to ensure that the owner meets that obligation.
- f) This Contract does not affect any limitation of liability or immunity we have under the law.
- g) Subject to the Relevant Regulations:
 - i. we are not liable to you for any loss or damage in connection with or arising out of this Contract (including any loss or damage you suffer as a result of the failure to supply gas to the Premises), except to the extent we cause that damage or loss because we breach this Contract or are negligent;

- ii. we are not liable to you for any business interruption loss, any reliance loss, any loss of profits, any loss of opportunity, any liability to a third party arising under other Contracts or otherwise, or any indirect or consequential loss;
- iii. we are not liable to you for any loss or damage in connection with or arising out of any act or omission of the Distributor;
- iv. you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Contract or negligence; and
- v. you indemnify us and any third party against any liability in connection with or arising out of the use of gas supplied under this Contract after ownership passes to you.

14 – UNCONTROLLABLE EVENTS

- a) If an event outside our control occurs and we cannot meet an obligation we have under this Contract, other than any obligation to pay money, then that obligation is suspended for that period (“suspension”). You are entitled to the same relief. We will promptly notify you of any uncontrollable event which affects us and will use our best endeavours to overcome its effects, as you must do if you are affected.
- b) We are not liable to you for any loss or damage that you may suffer during a suspension because we couldn’t supply gas to you.
- c) If some matter outside your reasonable control occurs, you must still pay your bill by the due date on the bill.

15 – LEGAL MATTERS

15.1 Notices

- a) Unless the Law requires us to give notice in another way, we will give you notice in writing. We may do so personally, by post, by e-mail, by fax or by a message on your bill.
- b) We will consider you to have received a notice given by post three Business Days after we posted it, by email the day after we send the email and by fax when our fax machine produces a report stating that the fax was sent in full.
- c) We may also send you an e-mail, SMS or other electronic communication letting you know that we are making a change or notifying you about something and where you can find more details (for example, our website).

15.2 Governing law

The laws of Western Australia govern this Contract.

15.3 Varying the Contract

We can vary the Contract if:

- a) i) we give you 20 Business Days’ notice of the variation; and
ii) you accept the change by not ending the Contract during that notice period.
- b) We may also vary the Contract by giving you notice if we need to because the Laws change.

15.4 Transferring the Contract

You cannot transfer the Contract to another person without our prior written consent. We also need your prior written consent to any transfer, except that we may transfer the Contract to a third party as part of any transfer of a substantial number of our customers to that third party. In that case we can do anything necessary to effect the transfer.

15.5 Interaction with Relevant Regulations

- a) If any matter that is required to be included in this Contract by a Relevant Regulation is not expressly dealt with in this Contract, the Relevant Regulation is incorporated as if it were a term of this Contract.
- b) If there is any inconsistency between this Contract and a Relevant Regulation, then this Contract will prevail to the extent of the inconsistency, unless a Relevant Regulation provides that it must prevail.

15.6 Invalidity and Unenforceability

If any term or clause of this Contract is or becomes invalid or unenforceable, then the other terms remain valid and will be unaffected for the duration of this Contract.

15.7 Meaning of terms

Bank Bill Rate means the Rate required by the Relevant Regulations. As at the acceptance date, that Rate is the average Rate (rounded up to 4 decimal places) for bank accepted bills having a term equal to or nearest to 90 days as displayed on the “BBSW” page of the Reuters Monitor System at or about 10.30am Eastern Standard Time on the first day of the Relevant 90 day period or, if the Rate is not displayed on that day, the Rate displayed on the most recent day before that day.

Business Customer means a Customer who is not a Residential Customer.

Business Day means a day that is not:

- a) a Saturday or a Sunday; or
- b) a day that is observed as a public holiday in Western Australia.

Charges means charges and fees payable by you under the Contract.

Contract means the contract you have entered into with us for the sale of gas at your Premises as first mentioned in these terms in clause 1.1.

Contract Confirmation means either our offer to sell you gas signed by you or, if you accepted our offer over the telephone or online, the confirmation of acceptance provided to you with these terms.

Customer means a person:

- a) to whom gas is sold for Premises by a retailer; or
- b) who proposes to purchase gas for Premises from a retailer.

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

Distributor means the Distributor that is authorised or licensed to supply distribution services through the Distribution Network to which to your Premises are connected.

Energy Plan means the initial terms on which you receive any discount or benefit as set out in your Contract Confirmation, or the subsequent terms of any discount or benefit offered or applied to you in accordance with clause 2.6.

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

GST means goods and services tax.

Law means any law or regulatory or administrative document.

Meter means the Equipment installed at your Premises to measure the volume of gas you use.

Ombudsman means the Energy and Water Ombudsman appointed under a scheme approved by the Economic Regulation Authority under section 112PZ(l) of the Energy Coordination Act 1994 (WA).

Premises means the Premises stated in your Contract Confirmation and, if there is more than one such Premises and as required by the context, all of them together or each of them separately.

Rate means a rate we use to determine your Charges. Rates apply before any discounts stated in your Energy Plan.

Relevant Regulations means all Relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of gas to your Premises. These include the Competition and Consumer Act 2010 (Cth), the Privacy Act 1988 (Cth), the Energy Coordination Act 1994 (WA), the Energy Coordination (Customer Contracts) Regulations 2004 (WA), the Compendium of Gas Customer Licence Obligations, the Gas Marketing Code of Conduct 2017 (WA) and the Energy Coordination (Gas Tariffs) Regulations 2000 (WA).

Residential Customer means a Customer who purchases gas principally for personal, household or domestic use at Premises.

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

RoLR event means an event that triggers the operation of a Retailer of Last Resort scheme under the law.

Security Deposit means an amount of money paid or payable as a security against non payment of a bill.

Small Customer means a small use Customer for the purposes of the Energy Coordination Act 1994 (WA).

Standing Offer Prices means Rates and Charges we Charge for gas under a standard retail Contract (as published on our website).

Your Equipment means all Equipment which is located after (downstream of) the point that gas leaves the Meter at your Premises which is used to take supply of or consume gas

15.8 Interpretation

- a) We, us or our refers to IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293, trading as Simply Energy ABN 67269241237.
- b) You or your refers to the person named in the Contract Confirmation as Customer or, if more than one person is named, to each of those persons separately and all of them jointly;
- c) A reference to:
 - i. the singular includes the plural and vice versa;
 - ii. a document includes any variation or replacement of it; and
 - iii. costs we incur include our internal costs.
- d) The word includes is not a word of limitation. If an example is given of anything, the scope is not limited to the example.

15.9 Inconsistencies

- a) If these terms are different to or inconsistent with the Contract Confirmation, the latter prevails.
- b) If the Contract and the Law are inconsistent, the Contract prevails to the extent of the inconsistency unless the Law provides that it must prevail.

15.10 Further terms required by the Law

If any matter that is required by the Law to be included in the Contract is not expressly dealt with in the Contract, that matter is incorporated as a further term of the Contract.