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ELECTRICITY CORPORATIONS ACT 2005

**ELECTRICITY
CORPORATIONS
(PRESCRIBED FORM OF
CONTRACT) ORDER (No. 1)
2006**

**ELECTRICITY
CORPORATIONS
(PRESCRIBED FORM OF
CONTRACT) ORDER (No. 2)
2006**

ELECTRICITY CORPORATIONS ACT 2005**ELECTRICITY CORPORATIONS (PRESCRIBED FORM OF CONTRACT) ORDER (No.1) 2006**

Made by Francis Logan, Minister for Energy under section 181(3) of the *Electricity Corporations Act 2005*.

1. Citation

This order is the *Electricity Corporations (Prescribed Form of Contract) Order (No.1) 2006*.

2. Commencement

This order comes into operation on 1 April 2006.

3. Prescribed form of contract

The form of contract set out in the schedule to this order is the form of contract prescribed under section 181(3) of the *Electricity Corporations Act 2005*.

4. Application

The form of contract set out in the schedule to this order applies to each tariff customer who is supplied with electricity by the Electricity Retail Corporation.

FRANCIS LOGAN, MLA, Minister for Energy.

Schedule

SYNERGY

(ABN 71 743 446 839)

STANDARD ELECTRICITY

TERMS AND CONDITIONS

1 SUPPLY OF ELECTRICITY

We will sell electricity to you at the *premises* in accordance with these terms and conditions. These terms and conditions apply to the sale of electricity to all customers who pay the *standard price* for electricity.

2 CODE OF CONDUCT

The *Code of Conduct (For the Supply of Electricity to Small Use Customers) 2004* regulates the conduct of electricity retailers, network operators and electricity marketing agents. The Code of Conduct is designed to protect the interests of residential and small business users.

Matters covered by the Code of Conduct include electricity marketing, billing, connection, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters in remote communities, information and communication, customer service charters, dispute resolution, record keeping and compensation payments to customers for breaches of the Code of Conduct.

If *you* are a customer who consumes less than 160 megawatt hours of electricity per annum, *we* will supply electricity to *you* under this *contract* in compliance with the Code of Conduct. Accordingly, where these terms and conditions deal with a subject matter that is covered by the Code of Conduct, then *we* will act consistently with the relevant provisions of the Code of Conduct.

You can obtain more information about the *Code of Conduct* from *us* or the Office of Energy.

3 WHEN THE CONTRACT STARTS

If *you* have requested *us* to supply electricity over the telephone, the *contract* begins on the date that *you* accept *our* offer to supply electricity to *you*. Otherwise, the *contract* begins on the date that both *you* and *we* sign the *contract*.

4 CHARGES AND REBATES**4.1 Standard price**

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

4.2 What are standard prices?

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

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

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

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

If *we* change the *standard prices*, *we* will notify *you* of the changes in the *standard prices* in *your next bill*.

4.3 Which standard price do you pay?

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

The new *standard price* will be effective from the date that *your* meter was last read. In some cases, *we* may need to adjust the *meter* at *your* premises in order to provide *you* a different *standard price*. In that case, the new *standard price* will be effective when *your* meter is adjusted. Please note that there may be a separate charge for *meter* adjustments. For an explanation of these charges, please visit *our* website or call *us*.

4.4 Eligibility conditions on 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* can advise *you* in writing of the new *standard price* that *you* must pay instead of the price that *you* currently pay.

If *you* have been undercharged for *your* electricity supply because *you* were being charged at a *standard price* that *you* were not eligible to receive, then *we* can require *you* to pay to *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that *we* advise *you* of the new *standard price*.

4.5 Rebates

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

4.6 Eligibility conditions on rebates

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

If *we* discover that *you* are no longer eligible for a *rebate*, then *we* will advise *you* in writing that *you* will not be receiving any further *rebates*. *We* can also require *you* to pay to *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that *we* advise *you* that *you* will not receive the *rebate*.

5 HOW WE WILL CALCULATE YOUR ELECTRICITY USE

5.1 Meter reading

We use *meter* readings to prepare *your* bill. *We* will use *our* best endeavours to ensure that *Western Power Networks* reads the *meter* once every billing cycle. However, *you* can agree to read the *meter* yourself and provide *us* with the *meter* readings. In that case, *we* will bill *you* on the basis of *your* *meter* readings.

In any event, *we* will use *our* best endeavours to ensure that *Western Power Networks* reads the *meter* at *your* premises at least once every 12 months.

If *we* cannot reasonably base a bill on *Western Power Networks*' reading of the *meter*, then *we* will provide *you* with an estimated bill 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, the average usage of electricity by those customers who *we* consider are in a comparable position to *you* (generally by location or usage pattern).

If *we* have provided *you* with an estimated bill and *we* subsequently obtain a *meter* reading from *Western Power Networks*, then *your* next bill will be adjusted to take account of that *meter* reading.

5.2 You can request a meter test

You can ask *us* to test the *meter* to ensure that it is measuring accurately and *we* will arrange for *Western Power Networks* to test the *meter* if *you* first pay to *us* a meter testing fee. If *we* find that the *meter* is not measuring accurately, then *we* will refund the meter testing fee to *you*.

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

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

6 BILLS

6.1 When we will bill you

We will bill *you* in accordance with the billing cycle that *we* set for *our* customers from time to time. As an indication, our billing cycle is no more than once every one month and no less than once every three months.

6.2 Paying your bill

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

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

6.3 If you are having trouble paying

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

6.4 If you do not pay your bill

- (a) If *you* do not pay the total amount payable for any bill by the due date, then *we* can—
 - (1) send a disconnection warning to *you*; and
 - (2) charge *you* a fee for each overdue account notice we send to *you*; and
 - (3) charge *you* interest on the amount *you* have not paid; and
 - (4) disconnect *your* electricity supply; and
 - (5) shorten *your* billing cycle.
- (b) If *you* do not pay the total amount payable for any bill after *we* send a disconnection warning to *you*, then *we* can refer *your* debt to a debt collection agency for collection and if *we* do so, *you* must pay any costs that *we* incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees).
- (c) If *you* pay a bill and the payment is dishonoured or reversed and, as a result, *we* have to pay fees to any other person, *you* must reimburse *us* for those fees.

6.5 Billing data

If *you* consume less than 50 MWh of electricity per annum, *we* will give *you* the billing data for the premises upon request. This information will be free of charge—

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

7 REVIEWING YOUR BILL

7.1 Reviewing a bill

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

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

7.2 Undercharging and overcharging

- (a) If *we* undercharge *you* for any reason (including where the *meter* has been found to be defective), *we* can require *you* to make a correcting payment and *we* will offer *you* the option to pay the correcting payment by instalments. In any event, *we* will 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.
- (b) If *we* overcharge *you* for any reason (including where the *meter* has been found to be defective), then *we* will credit the amount to *your* account or *you* have 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 ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT

8.1 Electricity supply equipment

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

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

“Electricity supply equipment” means the *meter* and all wiring, apparatus or other works which are located up to the point that the *meter* is attached to the *premises* and which are used for, or in connection with, the supply of electricity by *Western Power Networks*.

8.2 Your equipment

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

“Your equipment” means all wiring and other equipment located at the *premises* which are used to take supply of or consume electricity except any *electricity supply equipment*.

8.3 Prohibited activity

You must not—

- (a) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*, or do anything that will prevent *us* from accessing the *electricity supply equipment*, or allow anyone else to do so; or
- (b) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else.

9 MOVING PREMISES

9.1 New electricity connection

If *you* move into the *premises* and it does not already have an existing electricity connection, then *we* will sell *you* electricity from the day that *Western Power Networks* connects the *premises* to the network and energises the *premises*.

9.2 Existing electricity connection

If *you* move into the *premises* and it has an existing electricity connection, then *we* will charge *you* for electricity supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless *you* read the *meter* and advise *us* of the *meter* reading within 3 *business days* of the day that *you* move in.

9.3 Moving out of the premises

- (a) If *you* move out of the *premises* and no longer wish to obtain an electricity supply at the *premises*, *you* must advise *us*—
 - (1) if the *premises* are in the Albany, Bunbury, Geraldton, Kalgoorlie or Perth metropolitan area, at least 3 *business days* before *you* move out; or
 - (2) if the *premises* are outside the metropolitan areas named above, at least 5 *business days* before *you* move out; and
 - (3) of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 9.3(a), and *you* move out of the *premises* at the time specified in *your* notice, then *we* will make 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 electricity used up to the day *you* move out of the *premises*.
- (c) If *you* have demonstrated to *us* that *you* were evicted from the *premises* or were otherwise required to vacate the *premises* and *you* consume less than 160 MWh of electricity per annum, *we* will not require *you* to pay for electricity consumed at the *premises* from the date that *you* advise *us* of the following—
 - (1) the date that *you* vacated or intend to vacate the *premises*; and
 - (2) a forwarding address to which a final bill may be sent.
- (d) If *you* do not advise *us* as described in clause 9.3(a) then subject to any applicable laws, *we* may require *you* to pay for electricity used at the *premises* for up to a maximum of 5 days after *we* discover that *you* have moved out of the *premises*.
- (e) If *your* final bill is in credit after *you* have paid *us* all amounts payable under clause 9.3(b) or (c), then *you* can choose to have *us* credit *your* new account with this amount or repay the amount to *you*.

10 ACCESS TO THE PREMISES

- (a) *You* must let *us* or persons nominated by *us* (including *Western Power Networks*) have safe and unrestricted access to the *premises* when *we* need it—
 - (1) to read the *meter*; or
 - (2) to inspect or work on the *electricity supply equipment*; or
 - (3) to disconnect *your* electricity supply; or
 - (4) to inspect or work on *your equipment*; or
 - (5) for any other reason relating to the supply of electricity to the *premises*.
- (b) *We* will give *you* at least 5 *business days* notice before *we* enter the *premises* unless—
 - (1) *we* want to inspect, read or examine the *meter* or any of the *electricity supply equipment* or *your equipment*; or
 - (2) in an *emergency*; or
 - (3) if *we* reasonably suspect that electricity is being used illegally at the *premises*, in which case, *we* may enter the *premises* without notice.
- (c) *Western Power Networks* may enter *your premises* for the above reasons and in that case, *Western Power Networks* is required to give *you* the appropriate notice where required.
- (d) A person entering the *premises* on *our* behalf will clearly display identification that identifies the person as our employee or agent and show his or her identification to *you* if *you* ask to see it.

11 PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

11.1 Eligibility conditions on life support

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

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

11.2 Interruptions

If *you* have advised *us* (or *we* are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then *we* will give *you* at least 3 *business days* written notice of

the interruption before *we* disconnect or interrupt electricity supply at the *premises* and *we* will notify *Western Power Networks* so that *Western Power Networks* does not disconnect or interrupt electricity supply without giving *you* at least 3 days' notice. However, in an emergency, *we* or *Western Power Networks* can interrupt *your* electricity supply without giving *you* prior notice.

11.3 Disconnections

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

12 INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY

12.1 Emergency

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

If *we* disconnect *your* electricity supply because *you* cause that *emergency*, then *we* will reconnect *your* electricity supply when *you* ask *us* to do so and *we* are satisfied that the *emergency* no longer exists. In that case, *we* can also charge *you* a *fee* for reconnecting *your* electricity supply.

12.2 Planned work on distribution system

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

12.3 Events beyond your control

If an *event occurs which is beyond your control* and that *event* affects *your* ability to perform any of *your* obligations under this *contract*, *you* must tell *us* immediately and *you* will not be required to perform that obligation for as long as the *event* continues. However, *you* must pay *your* bill by the due date shown on the bill, even if an *event occurs which is beyond your control*.

12.4 Events beyond our control

If an *event occurs which is beyond our control* and that *event* affects *our* ability to perform any of *our* obligations under this *contract*, then *we* are not required to perform that obligation for as long as the *event* continues. If such an *event* occurs and *we* consider it appropriate to do so, *we* may notify *you* of the *event* by a public announcement (for example, on television, radio or in a newspaper).

12.5 Disconnection due to your actions

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

- (a) *you* fail to pay a bill in full by the due date shown on the bill; or
- (b) *you* do not give *us* or *Western Power Networks* safe and unrestricted access to the *premises* or the *meter*; or
- (c) *you* commit a fraud relating to our supply of electricity to *you* at the *premises* or any other premises; or
- (d) *you* get electricity supplied to the *premises* illegally;
- (e) *you* fail to keep *your equipment* in good working order or condition; or
- (f) *you* get electricity supplied to the *premises* in breach of this *contract*.

12.6 Things we must do before disconnecting your electricity supply

If *we* wish to disconnect *your* electricity supply because *you* fail to pay a bill within the meaning of clause 7.1 of the *Code of Conduct*, *we* will—

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

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

- (d) only disconnect *you* if *you* have denied access for at least 12 months; and
- (e) give *you* at least a 5 business days' written request for access to the *meter*; and
- (f) if *you* still have not given *us* or *Western Power Networks* access, then *we* will give *you* a disconnection warning advising *you* that *we* will disconnect *you* on a day that is at least 5 business days after *you* receive the disconnection warning.

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

- (g) if *you* have made a complaint in relation to the reason for disconnection and that complaint has not been resolved;
- (h) after 3.00 pm Monday to Thursday;

- (i) after 12.00 noon on a Friday; and
- (j) on a Saturday, Sunday, public holiday or on the business day before a public holiday except where *Western Power Networks* has arranged for a planned interruption under clause 12.2.

12.7 Reconnection of electricity supply

If your electricity supply is disconnected under clause 12.5, then *we* will arrange for *Western Power Networks* to reconnect *your* electricity supply when *you* ask *us* to reconnect your electricity supply and *we* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

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

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

- (a) all reasonable costs *we* incur in disconnecting *your* electricity supply; and
- (b) a fee for reconnecting *your* electricity supply under this clause 12.7; and
- (c) all electricity that *you* used (or which *we* estimate that *you* used) and have not paid for.

12.8 Consequences of disconnecting your electricity supply

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

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

12.9 Reporting illegal use

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

13 LIMITATION ON LIABILITY IN CERTAIN CIRCUMSTANCES

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

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

However, if *you* are a *consumer*, then certain terms to do with *our* supply of electricity to *you* will be implied into this *contract* for *your* benefit under the *Trade Practices Act 1974* or similar state laws. These terms cannot be excluded or modified by any provision of this *contract*.

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

- (a) *we* do not guarantee that the electricity supplied to *you* will be of any particular quality or that it will be free from surges or that *you* will obtain a continuous supply of electricity without interruptions; and
- (b) *we* will not be liable to *you* for—
 - (1) any loss or damage associated with any surge in the electricity supply or *us* failing to supply electricity meeting any particular quality;
 - (2) business interruption loss; or
 - (3) lost profits; or
 - (4) loss of an opportunity; or
 - (5) your liability to other people under contracts or otherwise,whether arising from or in connection with *our* breach of contract, *our* breach of statutory duty, *our* negligence or otherwise.

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

14 LIMITATION IN RELATION TO IMPLIED WARRANTY

Where any electricity supplied under this *contract* is not ordinarily purchased for personal, domestic or household use, *our* liability for breach of a condition or a warranty implied into this *contract* by the *Trade Practices Act 1974* (or by similar state laws), to the extent that it is permitted by those laws, is limited to any one of the following determined by *us*—

- (a) the supply of equivalent electricity; or
- (b) the payment of the cost of acquiring equivalent electricity.

15 CONFIDENTIALITY OF YOUR INFORMATION

Unless *we* are permitted to do otherwise under this *contract*, *we* will keep *your* information confidential, consistent with *our privacy policy*.

16 COMPLAINTS

If *you* wish to raise a complaint concerning our performance or *your* electricity supply, *we* encourage you to contact *us* to discuss the issue and *we* will deal with that complaint in accordance with *our customer complaints policy*.

17 INFORMATION**17.1 We will provide you with information**

If *you* wish to obtain further information about the *contract* or the supply of electricity, please contact *us*.

17.2 You must provide us with information

You must advise *us* as soon as possible if—

- (a) there is a change in *your* contact details or the address to which *your* bills are to be sent; or
- (b) *you* change something at the *premises* which makes our access to the *meter* more difficult; or
- (c) *you* become aware of any problem with the *electricity* supply equipment which is at, or reasonably close to, the *premises*.

18 ENDING THE CONTRACT**18.1 When the contract ends**

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

18.2 When you can end the contract

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

18.3 When we can end the contract

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) breach any of *your* obligations under the *contract*.

18.4 What happens after a contract ends

If the *contract* ends—

- (a) *we* may arrange for a final meter reading and for disconnection.
- (b) *we* may issue a final bill to *you*.
- (c) *we* can charge *you* a fee for the final meter reading, disconnection and final bill.
- (d) *we* can remove the *electricity supply equipment* at any time and *you* must let *us* have safe and unrestricted access to the *premises* to allow *us* to do so.
- (e) *you* will remain liable to pay any outstanding payments to *us* and *we* will have no further obligation to supply electricity to *you*.

19 SECURITY FOR PAYMENT OF BILLS

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

20 GST

- (a) In this clause—
 - (1) GST has the meaning given to that term in the GST Law.
 - (2) GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (3) adjustment note, recipient, supply, tax invoice and taxable supply have the meanings given to those terms in the GST Law.
- (b) All sums payable, or consideration to be provided, under the contract are expressed inclusive of GST.

- (c) If there is a taxable supply under or in connection with the *contract*, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under the *contract*.
- (d) The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

21 MISCELLANEOUS

21.1 Co-operation with Western Power Networks

You agree to—

- (a) co-operate with Western Power Networks in relation to connecting *your premises* to the *distribution system*; and
- (b) allow *us* to give Western Power Networks *your* details.

21.2 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 21.2(c), is taken to be received—
 - (1) in the case of a verbal communication, at the time of the communication; and
 - (2) in the case of hand delivery, on the date of delivery; and
 - (3) in the case of post, on the second business day after posting; and
 - (4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
 - (5) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
- (c) If received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

21.3 Electronic communication

- (a) *We* can use electronic communication (such as e-mail or SMS) to give information to *you* with *your* consent.
- (b) *We* can decide procedures as to how electronic communication will operate and what things can be communicated electronically.

21.4 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*.

21.5 Application of laws

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

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

21.6 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*.

21.7 Waiver of rights

If *we* do not enforce any right under the *contract* then this must not be construed as a waiver of *our* rights under the *contract*.

21.8 Governing Law

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

21.9 Amendments To Contract

We can change these standard electricity terms and conditions from time to time in accordance with the *Electricity Industry Act 2004 (WA)*. 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.

21.10 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 DEFINITIONS AND INTERPRETATION

22.1 Definitions

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

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

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

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

Consumer has the meaning given in the *Trade Practices Act 1974* (Cth) or similar state laws such as the *Fair Trading Act 1987* (WA).

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

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

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

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 and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

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

electricity supply equipment is defined in clause 8.1.

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

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

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

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

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

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

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

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

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

standard price means a charge, fee or rental to be paid by *you* for or in connection with the supply of electricity under the *Charges By-laws* or those charges, fees or rentals for or in connection with the supply of electricity that *we* publish from time to time.

we and **us** means Electricity Retail Corporation trading as Synergy (ABN 71 743 446 839) of 363 Wellington Street, Perth, Western Australia.

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

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

your equipment is defined in clause 8.2.

22.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporate;

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

Further Information

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

In writing—

Customer Service Manager
Synergy
GPO Box K851
Perth WA 6842

By email—

info@synergyenergy.com.au

By Internet—

www.synergyenergy.com.au

By telephone—

For billing, payment enquiries and complaints by residential customers, on 13 13 53 during business hours.
For billing, payment enquiries and complaints by business customers, on 13 13 54 during business hours.
For TTY users (hearing impaired customers) on (08) 9326 6175 during business hours.
For customers residing outside Western Australia on (08) 9326 6111 during business hours.
To report a fault or emergency, 24 hours a day on 131 351.

Standard Electricity Agreement (Door-to-Door Marketing)

This form enables us to provide electricity to your premises.

Your Details

Title (eg Mr / Mrs):..... Surname: Given Names:

Postal address:

Suburb: Postcode:

Contact details—

Home:.....Work:.....Mobile:

Facsimile:..... Email:.....

Your Business Details (Complete this section for business applications only).

Registered Business Name:

ABN/ACN:

Connection Details

Address of site connection required:

Date connection required:.....

Product & Pricing Details.

.....

Billing Frequency

Standard Group

Cooling Off Period

If you are entering into the contract as a result of door to door marketing then—

- You may end the contract within 10 days from the date of acceptance (the “Cooling Off Period”);
- Synergy will not supply you with electricity during the Cooling Off Period unless you request Synergy to do so. and
- If, at your request, Synergy supplies you with electricity during the Cooling Off Period and you end the contract during the Cooling Off Period, Synergy may charge you for any electricity or services supplied to you during this period.

Customer’s Commitment and Acknowledgment

I, _____ the Customer described above—

- Apply to Synergy for the supply of electricity to the premises on the terms and conditions contained in—
 - o This agreement; and
 - o The Synergy standard terms and conditions; (together, the *contract*);
- Acknowledge receipt of prescribed Code of Conduct information outlining the various rights and obligations of Synergy and the Customer; and
- Request the supply of electricity during the Cooling Off Period (tick if required).

Signature*: _____

Print Name: _____

Date: _____

* If an incorporated business (company) signature of an authorised representative is required, or of the customer being billed

If Acting On Behalf Of Synergy

Electricity Marketing Agent Details—

Name:

Marketing Company Name:

Business Address:

Telephone Number:

Synergy

Signature**:

Name: Date:.....

** Signed by Synergy

The contract may be accepted when a relevant officer of Synergy signs the application form

ELECTRICITY CORPORATIONS ACT 2005**ELECTRICITY CORPORATIONS (PRESCRIBED FORM OF CONTRACT) ORDER (No.2) 2006**

Made by Francis Logan, Minister for Energy under section 181(3) of the *Electricity Corporations Act 2005*.

1. Citation

This order is the *Electricity Corporations (Prescribed Form of Contract) Order (No.2) 2006*.

2. Commencement

This order comes into operation on 1 April 2006.

3. Prescribed form of contract

The form of contract set out in the schedule to this order is the form of contract prescribed under section 181(3) of the *Electricity Corporations Act 2005*.

4. Application

The form of contract set out in the schedule to this order applies to each tariff customer who is supplied with electricity by the Regional Power Corporation.

FRANCIS LOGAN, MLA, Minister for Energy.

Schedule

**HORIZON POWER
INTEGRATED REGIONAL LICENCE
(ABN 57 955 011 697)
STANDARD ELECTRICITY
TERMS AND CONDITIONS**

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

In writing—

General Manager Retail
Horizon Power
PO Box79
Cloverdale WA 6985

By telephone—

For billing and payment enquiries and complaints by residential customers, on 1800 267 926 during business hours.

For billing and payment enquiries and complaints by business customers, on 1800 737 036 during business hours.

For TTY users (hearing impaired customers) on 1800 461 499 during business hours.

For customers residing outside Western Australia on 1800 232 135 during business hours.

To report a fault or emergency, 24 hours a day on 13 23 51

By email—

contact@horizonpower.com.au

By Internet—

http:// www.horizonpower.com.au

1 SUPPLY OF ELECTRICITY

We will sell electricity to you at the *premises* in accordance with these terms and conditions. These terms and conditions apply to the sale of electricity to all customers who pay the *standard price* for electricity.

2 CODE OF CONDUCT

The *Code of Conduct (For the Supply of Electricity to Small Use Customers) 2004* regulates the conduct of electricity retailers, network operators and electricity marketing agents. The Code of Conduct is designed to protect the interests of residential and small business users.

Matters covered by the Code of Conduct include electricity marketing, billing, connection, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters in remote communities, information and communication, customer service charters, dispute resolution, record keeping and compensation payments to customers for breaches of the Code of Conduct.

If *you* are a customer who consumes less than 160 megawatt hours of electricity per annum, *we* will supply electricity to *you* under this *contract* in compliance with the Code of Conduct. Accordingly, where these terms and conditions deal with a subject matter that is covered by the Code of Conduct, then we will act consistently with the relevant provisions of the Code of Conduct.

You can obtain more information about the *Code of Conduct* from *us* or the Office of Energy.

3 WHEN THE CONTRACT STARTS

If *you* have requested *us* to supply electricity over the telephone, the *contract* begins on the date that *you* accept *our* offer to supply electricity to *you*. Otherwise, the *contract* begins on the date that both *you* and *we* sign the *contract*.

4 CHARGES AND REBATES

4.1 Standard price

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

4.2 What are standard prices?

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

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

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

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

If *we* change the *standard prices*, *we* will notify *you* of the changes in the *standard prices* in *your next bill*.

4.3 Which standard price do you pay?

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

The new *standard price* will be effective from the date that *your meter* was last read. In some cases, *we* may need to adjust the *meter* at *your premises* in order to provide *you* a different *standard price*. In that case, the new *standard price* will be effective when *your meter* is adjusted. Please note that there may be a separate charge for *meter* adjustments. For an explanation of these charges, please visit *our* website or call *us*.

4.4 Eligibility conditions on 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* can advise *you* in writing of the new *standard price* that *you* must pay instead of the price that *you* currently pay.

If *you* have been undercharged for *your* electricity supply because *you* were being charged at a *standard price* that *you* were not eligible to receive, then *we* can require *you* to pay to *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that *we* advise *you* of the new *standard price*.

4.5 Rebates

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

4.6 Eligibility conditions on rebates

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

If *we* discover that *you* are no longer eligible for a *rebate*, then *we* will advise *you* in writing that *you* will not be receiving any further *rebates*. *We* can also require *you* to pay to *us* the amount that *you* have underpaid for a period of up to 12 months prior to the date that *we* advise *you* that *you* will not receive the *rebate*.

5 HOW WE WILL CALCULATE YOUR ELECTRICITY USE

5.1 Meter reading

We use *meter* readings to prepare *your bill*. *We* will use *our* best endeavours to ensure that *we* read the *meter* once every billing cycle. However, *you* can agree to read the *meter* yourself and provide *us* with the *meter* readings. In that case, *we* will bill *you* on the basis of *your meter* readings.

In any event, *we* will use *our* best endeavours to ensure that *we* read the *meter* at *your premises* at least once every 12 months.

If *we* cannot reasonably base a bill on *our* reading of the *meter*, then *we* will provide *you* with an estimated bill 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, the average usage of electricity by those customers who *we* consider are in a comparable position to *you* (generally by location or usage pattern).

If *we* have provided *you* with an estimated bill and *we* subsequently obtain a *meter* reading, then *your* next bill will be adjusted to take account of that *meter* reading.

5.2 You can request a meter test

You can ask us to test the *meter* to ensure that it is measuring accurately and we will arrange to test the *meter* if you first pay to us a meter testing fee. If we find that the *meter* is not measuring accurately, then we will refund the meter testing fee to you.

If the *meter* is not measuring accurately, we will also arrange 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 the billing cycle that we set for our customers from time to time. As an indication, our billing cycle is no more than once every one month and no less than once every three months.

6.2 Paying your bill

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

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

6.3 If you are having trouble paying

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

6.4 If you do not pay your bill

- (a) If you do not pay the total amount payable for any bill by the due date, then we can—
 - (1) send a disconnection warning to you; and
 - (2) charge you a fee for each overdue account notice we send to you; and
 - (3) charge you interest on the amount you have not paid; and
 - (4) disconnect your electricity supply; and
 - (5) shorten your billing cycle.
- (b) If you do not pay the total amount payable for any bill after we send a disconnection warning to you, then we can refer your debt to a debt collection agency for collection and if we do so, you must pay any costs that we incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees).
- (c) If you pay a bill and the payment is dishonoured or reversed and, as a result, we have to pay fees to any other person, you must reimburse us for those fees.

6.5 Billing data

If you consume less than 50 MWh of electricity per annum, we will give you the billing data for the premises upon request. This information will be free of charge—

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

7 REVIEWING YOUR BILL

7.1 Reviewing a bill

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

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

7.2 Undercharging and overcharging

- (a) If we undercharge you for any reason (including where the *meter* has been found to be defective), we can require you to make a correcting payment and we will offer you the option to pay the correcting payment by instalments. In any event, we will 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.
- (b) If we overcharge you for any reason (including where the *meter* has been found to be defective), then we will credit the amount to your account or you have 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 ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT

8.1 Electricity supply equipment

The *electricity supply equipment* remains our property at all times and we are responsible for installing and maintaining the *electricity supply equipment*.

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

“Electricity supply equipment” means the *meter* and all wiring, apparatus or other works which are located up to the point that the *meter* is attached to the *premises* and which are used for, or in connection with, the supply of electricity by *us*.

8.2 Your equipment

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

“Your equipment” means all wiring and other equipment located at the *premises* which are used to take supply of or consume electricity except any *electricity supply equipment*.

8.3 Prohibited activity

You must not—

- (a) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*, or do anything that will prevent *us* from accessing the *electricity supply equipment*, or allow anyone else to do so; or
- (b) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else.

9 MOVING PREMISES

9.1 New electricity connection

If *you* move into the *premises* and it does not already have an existing electricity connection, then *we* will sell *you* electricity from the day that *we* connect the *premises* to the network and energises the *premises*.

9.2 Existing electricity connection

If *you* move into the *premises* and it has an existing electricity connection, then *we* will charge *you* for electricity supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless *you* read the *meter* and advise *us* of the *meter* reading within 3 *business days* of the day that *you* move in.

9.3 Moving out of the premises

- (a) If *you* move out of the *premises* and no longer wish to obtain an electricity supply at the *premises*, *you* must advise *us*—
 - (1) if the *premises* are in the Albany, Bunbury, Geraldton, Kalgoorlie or Perth metropolitan area, at least 3 *business days* before *you* move out; or
 - (2) if the *premises* are outside the metropolitan areas named above, at least 5 *business days* before *you* move out; and
 - (3) of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 9.3(a), and *you* move out of the *premises* at the time specified in *your* notice, then *we* will make 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 electricity used up to the day *you* move out of the *premises*.
- (c) If *you* have demonstrated to *us* that *you* were evicted from the *premises* or were otherwise required to vacate the *premises* and *you* consume less than 160 MWh of electricity per annum, we will not require *you* to pay for electricity consumed at the premises from the date that *you* advise *us* of the following—
 - (1) the date that *you* vacated or intend to vacate the premises; and
 - (2) a forwarding address to which a final bill may be sent.
- (d) If *you* do not advise *us* as described in clause 9.3(a) then subject to any applicable laws, *we* may require *you* to pay for electricity used at the *premises* for up to a maximum of 5 days after *we* discover that *you* have moved out of the *premises*.
- (e) If *your* final bill is in credit after *you* have paid *us* all amounts payable under clause 9.3(b) or (c), 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* have safe and unrestricted access to the *premises* when *we* need it—
 - (1) to read the *meter*; or
 - (2) to inspect or work on the *electricity supply equipment*; or
 - (3) to disconnect *your* electricity supply; or
 - (4) to inspect or work on *your equipment*; or
 - (5) for any other reason relating to the supply of electricity to the *premises*.
- (b) *We* will give *you* at least 5 *business days* notice before *we* enter the *premises* unless—
 - (1) *we* want to inspect, read or examine the *meter* or any of the *electricity supply equipment* or *your equipment*; or
 - (2) in an *emergency*; or
 - (3) if *we* reasonably suspect that electricity is being used illegally at the premises,

in which case, *we* may enter the *premises* without notice.

- (c) We may enter *your premises* for the above reasons and in that case, *we* are required to give *you* the appropriate notice where required.
- (d) A person entering the *premises* on *our* behalf will clearly display identification that identifies the person as our employee or agent and show his or her identification to *you* if *you* ask to see it.

11 PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

11.1 Eligibility conditions on life support

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

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

11.2 Interruptions

If *you* have advised *us* (or *we* are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then *we* will give *you* at least 3 *business days*' written notice of the interruption before *we* disconnect or interrupt electricity supply at the *premises*. However, in an emergency, *we* can interrupt *your* electricity supply without giving *you* prior notice.

11.3 Disconnections

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

12 INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY

12.1 Emergency

We can interrupt or disconnect *your* electricity supply at any time without notice to *you* in an *emergency*, if *we* are permitted or required by law. *We* will use our best endeavours to turn your electricity on again as soon as possible.

If *we* disconnect *your* electricity supply because *you* cause that *emergency*, then *we* will reconnect *your* electricity supply when *you* ask *us* to do so and *we* are satisfied that the *emergency* no longer exists. In that case, *we* can also charge *you* a *fee* for reconnecting *your* electricity supply.

12.2 Planned work on distribution system

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

12.3 Events beyond your control

If an *event occurs which is beyond your control* and that *event* affects *your* ability to perform any of *your* obligations under this *contract*, *you* must tell *us* immediately and *you* will not be required to perform that obligation for as long as the *event* continues. However, *you* must pay *your* bill by the due date shown on the bill, even if an *event occurs which is beyond your control*.

12.4 Events beyond our control

If an *event occurs which is beyond our control* and that *event* affects *our* ability to perform any of *our* obligations under this *contract*, then *we* are not required to perform that obligation for as long as the *event* continues. If such an *event* occurs and *we* consider it appropriate to do so, *we* may notify *you* of the *event* by a public announcement (for example, on television, radio or in a newspaper).

12.5 Disconnection due to your actions

We can arrange to disconnect *your* electricity supply, acting in accordance with clause 12.6 and any applicable laws, if—

- (a) *you* fail to pay a bill in full by the due date shown on the bill; or
- (b) *you* do not give *us* safe and unrestricted access to the *premises* or the *meter*; or
- (c) *you* commit a fraud relating to our supply of electricity to *you* at the *premises* or any other premises; or
- (d) *you* get electricity supplied to the *premises* illegally;
- (e) *you* fail to keep *your equipment* in good working order or condition; or
- (f) *you* get electricity supplied to the *premises* in breach of this *contract*.

12.6 Things we must do before disconnecting your electricity supply

If *we* wish to disconnect *your* electricity supply because *you* fail to pay a bill within the meaning of clause 7.1 of the *Code of Conduct*, *we* will—

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

If *we* wish to disconnect *your* electricity supply because *you* fail to give *us* access to the *meter*, *we* will—

- (d) only disconnect *you* if *you* have denied access for at least 12 months; and
- (e) give *you* at least a 5 business days' written request for access to the *meter*; and
- (f) if *you* still have not given *us* access, then *we* will give *you* a disconnection warning advising *you* that *we* will disconnect *you* on a day that is at least 5 business days after *you* receive the disconnection warning.

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

- (g) if *you* have made a complaint in relation to the reason for disconnection and that complaint has not been resolved;
- (h) after 3.00 pm Monday to Thursday;
- (i) after 12.00 noon on a Friday; and
- (j) on a Saturday, Sunday, public holiday or on the business day before a public holiday except where *we* have arranged for a planned interruption under clause 12.2.

12.7 Reconnection of electricity supply

If your electricity supply is disconnected under clause 12.5, then *we* will arrange to reconnect *your* electricity supply when *you* ask *us* to reconnect your electricity supply and *we* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

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

Before *we* arrange to reconnect *your* electricity supply under this clause 12.7, *you* must pay *us*—

- (a) all reasonable costs *we* incur in disconnecting *your* electricity supply; and
- (b) a fee for reconnecting *your* electricity supply under this clause 12.7; and
- (c) all electricity that *you* used (or which *we* estimate that *you* used) and have not paid for.

12.8 Consequences of disconnecting your electricity supply

If *we* disconnect *your* electricity supply under clause 12.5, then—

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

12.9 Reporting illegal use

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

13 LIMITATION ON LIABILITY IN CERTAIN CIRCUMSTANCES

If *you* are a *consumer*, then certain terms to do with *our* supply of electricity to *you* will be implied into this *contract* for *your* benefit under the *Trade Practices Act 1974* or similar state laws. These terms cannot be excluded or modified by any provision of this *contract*.

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

- (a) *we* do not guarantee that the electricity supplied to *you* will be of any particular quality or that it will be free from surges or that *you* will obtain a continuous supply of electricity without interruptions; and
- (b) *we* will not be liable to *you* for—
 - (1) any loss or damage associated with any surge in the electricity supply or *us* failing to supply electricity meeting any particular quality;
 - (2) business interruption loss; or
 - (3) lost profits; or
 - (4) loss of an opportunity; or
 - (5) *your* liability to other people under contracts or otherwise,

whether arising from or in connection with *our* breach of contract, *our* breach of statutory duty, *our* negligence or otherwise.

14 LIMITATION IN RELATION TO IMPLIED WARRANTY

Where any electricity supplied under this *contract* is not ordinarily purchased for personal, domestic or household use, *our* liability for breach of a condition or a warranty implied into this *contract* by the *Trade Practices Act 1974* (or by similar state laws), to the extent that it is permitted by those laws, is limited to any one of the following determined by *us*—

- (a) the supply of equivalent electricity; or
- (b) the payment of the cost of acquiring equivalent electricity.

15 CONFIDENTIALITY OF YOUR INFORMATION

Unless *we* are permitted to do otherwise under this *contract*, *we* will keep *your* information confidential, consistent with *our privacy policy*.

16 COMPLAINTS

If *you* wish to raise a complaint concerning our performance or *your* electricity supply, *we* encourage you to contact *us* to discuss the issue and *we* will deal with that complaint in accordance with *our customer complaints policy*.

17 INFORMATION**17.1 We will provide you with information**

If *you* wish to obtain further information about the *contract* or the supply of electricity, please contact *us*.

17.2 You must provide us with information

You must advise *us* as soon as possible if—

- (a) there is a change in *your* contact details or the address to which *your* bills are to be sent; or
- (b) *you* change something at the *premises* which makes our access to the *meter* more difficult; or
- (c) *you* become aware of any problem with the *electricity* supply equipment which is at, or reasonably close to, the *premises*.

18 ENDING THE CONTRACT**18.1 When the contract ends**

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

18.2 When you can end the contract

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

18.3 When we can end the contract

We can end the *contract* by giving *you* prior notice if *you*—

- (a) become insolvent (as defined in the Corporations Act 2001 (Cth)); or
- (b) have a liquidator appointed; or
- (c) become bankrupt (as defined in the Bankruptcy Act 1966 (Cth)); or
- (d) breach any of *your* obligations under the *contract*.

18.4 What happens after a contract ends

If the *contract* ends—

- (a) *we* may arrange for a final meter reading and for disconnection.
- (b) *we* may issue a final bill to *you*.
- (c) *we* can charge *you* a fee for the final meter reading, disconnection and final bill.
- (d) *we* can remove the *electricity supply equipment* at any time and *you* must let *us* have safe and unrestricted access to the *premises* to allow *us* to do so.
- (e) *you* will remain liable to pay any outstanding payments to *us* and *we* will have no further obligation to supply electricity to *you*.

19 SECURITY FOR PAYMENT OF BILLS

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

20 GST

- (a) In this clause—
 - (1) GST has the meaning given to that term in the GST Law.
 - (2) GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - (3) adjustment note, recipient, supply, tax invoice and taxable supply have the meanings given to those terms in the GST Law.
- (b) All sums payable, or consideration to be provided, under the contract are expressed inclusive of GST.

- (c) If there is a taxable supply under or in connection with the *contract*, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under the *contract*.
- (d) The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

21 MISCELLANEOUS

21.1 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 21.2(c), is taken to be received—
 - (1) in the case of a verbal communication, at the time of the communication; and
 - (2) in the case of hand delivery, on the date of delivery; and
 - (3) in the case of post, on the second business day after posting; and
 - (4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
 - (5) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
- (c) If received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

21.2 Electronic communication

- (a) We can use electronic communication (such as e-mail or SMS) to give information to *you* with *your* consent.
- (b) We can decide procedures as to how electronic communication will operate and what things can be communicated electronically.

21.3 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*.

21.4 Application of laws

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

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

21.5 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*.

21.6 Waiver of rights

If *we* do not enforce any right under the *contract* then this must not be construed as a waiver of *our* rights under the *contract*.

21.7 Governing Law

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

21.8 Amendments To Contract

We can change these standard electricity terms and conditions from time to time in accordance with the *Electricity Industry Act 2004* (WA). 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.

21.9 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 PREPAYMENT METER CUSTOMERS

- (a) A pre-payment meter is a *meter* that allows *you* to pay for electricity before *you* use the electricity.
- (b) If *you* have a pre-payment meter installed at the *premises*, then clauses 5.1, 6, 7.1, 9.2 and 9.3 of the *contract* do not apply to the supply of electricity at the *premises*.

- (c) If *you* move out of the *premises* that has a pre-payment meter and *you* wish to obtain a refund of the amount that *you* have pre-paid into the meter, then *you* must advise *us*—
- (1) if the *premises* are in the Karratha or Port Hedland area, at least 3 *business days* before *you* move out; or
 - (2) if the *premises* are outside the areas named above, at least 5 *business days* before *you* move out.
- (d) If *you* advise *us* as described in clause 22(b), and *you* move out of the *premises* at the time specified in *your* notice, then *we* will make a final meter reading on the day that *you* move out of the *premises* and refund *you* for any amounts remaining in credit on the pre-payment meter at the time of *our* meter reading. *We* may charge *you* a fee for a meter reading done under this clause.

If *you* do not advise *us* as described in clause 22(b), then *you* will lose any credit remaining on the pre-payment meter.

23 DEFINITIONS AND INTERPRETATION

23.1 Definitions

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

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

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

Charges By-laws means the Energy Operators (Regional Power Corporation) (Charges) By-laws 2006.

Consumer has the meaning given in the *Trade Practices Act 1974* (Cth) or similar state laws such as the *Fair Trading Act 1987* (WA).

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

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

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

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 and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

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

electricity supply equipment is defined in clause 8.1.

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

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

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

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

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

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

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

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

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

standard price means a charge, fee or rental to be paid by *you* for or in connection with the supply of electricity under the *Charges By-laws* or those charges, fees or rentals for or in connection with the supply of electricity that *we* publish from time to time.

we and **us** means Regional Power Corporation trading as Horizon Power (ABN 57 955 011 697) of Stovehouse Rd Karratha, Western Australia.

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

your equipment is defined in clause 8.2.

23.2 Interpretation

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

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

Standard Electricity Agreement (Door-to-Door Marketing)

This form enables us to provide electricity to your premises.

Your Details

Title (eg Mr / Mrs):..... Surname:..... Given Names:

Postal address:

Suburb:..... Postcode:.....

Contact details—

Home:..... Work:..... Mobile:.....

Facsimile:..... Email:.....

Your Business Details (Complete this section for business applications only).

Registered Business Name:.....

ABN/ACN:.....

Connection Details

Address of site connection required:

Date connection required:.....

Product & Pricing Details.

.....

Billing Frequency

Standard Group

Cooling Off Period

If you are entering into the contract as a result of door to door marketing then—

- You may end the contract within 10 days from the date of acceptance (the “**Cooling Off Period**”);
- Horizon Power will not supply you with electricity during the Cooling Off Period unless you request Horizon Power to do so. and
- If, at your request, Horizon Power supplies you with electricity during the Cooling Off Period **and** you end the contract during the Cooling Off Period, Horizon Power may charge you for any electricity or services supplied to you during this period.

Customer’s Commitment and Acknowledgment

I, _____ the Customer described above—

- Apply to Horizon Power for the supply of electricity to the premises on the terms and conditions contained in—
 - o This agreement; and
 - o The Horizon Power standard terms and conditions; (together, the *contract*);
- Acknowledge receipt of prescribed Code of Conduct information outlining the various rights and obligations of Horizon Power and the Customer; and
- Request the supply of electricity during the Cooling Off Period (tick if required).

Signature*: _____

Print Name: _____

Date: _____

* If an incorporated business (company) signature of an authorised representative is required, or of the customer being billed

If Acting On Behalf Of Horizon Power

Electricity Marketing Agent Details—

Name:

Marketing Company Name:

Business Address:

Telephone Number:

Horizon Power

Signature**:

Name:..... Date:.....

** Signed by Horizon Power

The contract may be accepted when a relevant officer of Horizon Power signs the application form

