

PUBLIC

Standard Form Contract

Horizon Power

13/12/2023
AUSTRALASIA\40028546-1

HORIZON
POWER

ELECTRICITY REGIONAL CORPORATION TRADING AS HORIZON POWER

ABN 57 955 011 697

ADDRESS: SUITE 2/18 BRODIE HALL DRIVE, BENTLEY, WESTERN AUSTRALIA 6102

EMAIL: support@horizonpower.com.au

PHONE: 1800 267 926

WEBSITE: www.horizonpower.com.au

The following notice applies if this is an **unsolicited consumer agreement** (as defined in the *Australian Consumer Law*). For more information on what constitutes an unsolicited consumer agreement, refer to www.accc.gov.au or www.commerce.wa.gov.au or contact the Australian Competition and Consumer Commission or Consumer Protection WA.

NOTICE UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

Important Notice to the *Consumer*

You have a right to cancel this contract within 10 business days from and including the day after you signed or received this contract. Details about your additional rights to cancel this contract are set out in the information attached to this contract.

Customer's Commitment and Acknowledgment

I, _____, the Customer under this *contract* and named in the Contract Details below:

- apply to Horizon Power for the supply of electricity to the *premises* on the terms and conditions contained in the Horizon Power Standard Electricity Terms and Conditions; and
- acknowledge receipt of prescribed *Code of Conduct* information outlining the various rights and obligations of Horizon Power and the Customer.

Signature*: _____ Print Name: _____

Date: _____

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

Horizon Power

Signature**:

Name: Date:

** Signed by Horizon Power

This *contract* is accepted when a relevant officer of Horizon Power signs the application form.

If acting on behalf of Horizon Power

Agent Details:

Name:

Marketing Company Name:

Business Address:

Telephone Number:

Email:

Contract Details

This form enables us to provide electricity to your premises.

1. Your Details

Title (e.g. Mr / Mrs):
Surname: Given Names:
Postal address:
Suburb: Postcode:
Contact details:
Home: Work: Mobile:
Email:

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

Registered Business Name:
ABN/ACN:

3. Connection Details

Address of site connection required:
Date connection required:

4. Product & Pricing Details

.....

5. Billing Frequency

Standard Group

ATTACHMENT A:

The following notice applies if this is an **unsolicited consumer agreement** (as defined in the *Australian Consumer Law*). For more information on what constitutes an unsolicited consumer agreement, refer to www.accc.gov.au or www.commerce.wa.gov.au or contact the Australian Competition and Consumer Commission or Consumer Protection WA.

NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW

In addition to *your* rights described in this *contract*:

- (a) *you* have a right to cancel this *contract* at any time within 10 *business days* from and including the day after *you* signed or received this *contract*; or
- (b) *you* have a right to cancel this *contract* at any time within three months from and including the day after *you* signed or received this *contract*, if there has been a breach of one or more of the following sections of the *Australian Consumer Law*:
 - i. section 73 (permitted hours for negotiating an unsolicited consumer agreement);
 - ii. section 74 (disclosing purpose and identity); or
 - iii. section 75 (ceasing to negotiate on request).
- (c) *you* have a right to cancel this *contract* at any time within six months from and including the day after *you* signed or received this *contract*, if there has been a breach of one or more of the following sections of the *Australian Consumer Law*:
 - i. section 76 (informing *Consumer* of termination period);
 - ii. a provision of Subdivision C (requirements for unsolicited consumer agreements); or
 - iii. section 86 (prohibition on supplies for 10 *business days*).

You can cancel this *contract* by telling *us* over the telephone or in person that *you* would like to cancel this *contract*, or by:

- giving *us* a notice personally via phone on 1800 267 926;
- giving or sending *us* by post, a notice in an envelope addressed to PO Box 1066, BENTLEY DC WA 6983; or
- emailing *us* on support@horizonpower.com.au,

saying that *you* would like to cancel this *contract*.

You can also use the notice attached as **Attachment B** to this *contract* to tell *us* *you* would like to cancel this *contract*.

ATTACHMENT B:

Section 82, *Australian Consumer Law*

CANCELLATION NOTICE – UNSOLICITED CONSUMER AGREEMENT

Right to cancel this *contract* within 10 *business day* cooling-off period

You have a right to cancel this *contract* without any reason within 10 *business days* from and including the day after you signed or received this *contract*.

Extended right to cancel this *contract*

If we have not complied with the *Australian Consumer Law* in relation to unsolicited consumer agreements, you also have a right to cancel this *contract* by contacting us, either orally or in writing. Refer to the information attached to this *contract* in **Attachment A**. You may have up to six months to cancel this *contract* in certain circumstances.

To cancel this *contract* in writing, you can complete the below notice and send it to us before the 10 *business day* cooling-off period has expired.

Alternatively, you can write a letter or send an email to us (see the details in Attachment A).

NOTICE TO CANCEL

Horizon Power's details:

Name	Electricity Regional Corporation trading as Horizon Power
Address	18 Brodie-Hall Drive, Bentley, Western Australia 6102
Email	support@horizonpower.com.au
Details of goods or services supplied under this <i>contract</i>	

Consumer's details (to be completed by you – please complete in full):

Name	
<i>Premises</i> (supply address)	
I WISH TO CANCEL THIS CONTRACT	
<i>Your signature</i>	
Name	
Date	

STANDARD ELECTRICITY TERMS AND CONDITIONS

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

Customer Service
Horizon Power
PO Box 1066
BENTLEY DC WA 6983

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:

support@horizonpower.com.au

By Internet:

<http://www.horizonpower.com.au/>

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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

- 2.1 The *Code of Conduct* regulates the conduct of electricity retailers, network operators and electricity marketing agents. The *Code of Conduct* is designed to protect the interests of residential and small business users.
- 2.2 Matters covered by the *Code of Conduct* include electricity marketing, billing, connection, payment, *financial hardship*, *family violence* and *vulnerable customers*, disconnection, reconnection, *pre-payment meters*, information and communication, dispute resolution, record keeping and compensation payments to customers for breaches of the *Code of Conduct*.
- 2.3 If you are a customer who consumes not more than 160 megawatt hours of electricity per annum, we will supply electricity to you under this *contract* in compliance with the *Code of Conduct*. Accordingly, where 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*.
- 2.4 You can obtain more information about the *Code of Conduct* from us or the Economic Regulation Authority.

3. WHEN THE CONTRACT STARTS

- (a) If you have requested us to supply electricity, this *contract* begins on the date that you accept our offer to supply electricity to you. Otherwise, this *contract* begins at any earlier time when electricity is deemed by law to be supplied to you under this *contract*.
- (b) We may require you to provide us with *acceptable identification* as a precondition of entering into this *contract*.

4. CHARGES, REBATES AND BENEFIT CHANGES

4.1 Standard price

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

4.2 What are standard prices?

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

- (b) In addition, there are also different types of residential and non-residential prices. Some examples of these are the Tariff A2 residential price, the business price, community service price and the charitable accommodation price.
- (c) *We publish our standard prices in the Charges By-laws or on our website from time to time.*
- (d) Whether a particular *standard price* applies to *you* will depend on *you* meeting the eligibility conditions for that *standard price*.
- (e) For an explanation of the *standard prices* available and the eligibility conditions applying to those *standard prices*, please visit *our website* or call *us*.
- (f) *We have the right to unilaterally change the standard prices at any time. If we change the standard prices, we will:*
 - (i) if the *standard prices* are set by the State Government – by no later than *your next bill*;
 - (ii) if the *standard prices* are not set by the State Government – unless the *Code of Conduct* says *we* are not required to notify *you*, by at least five *business days'* advance notice of the change coming into effect,

in each case, notify you of such change by any means, including post, telephone or electronic means.

You have the right to terminate this contract should you disagree with these standard price changes.

4.3 Which standard price do you pay?

- (a) *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 within 10 business days of you meeting the relevant eligibility conditions.*
- (b) *The new standard price will be effective from the date on which a meter reading is obtained, unless otherwise agreed between you and us. In some cases, we may need to change 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 change is completed. Please note that there may be a separate charge for meter changes. For an explanation of these charges please visit our website or call us.*

4.4 Eligibility conditions on standard price

- (a) *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.*

- (b) If *we* discover that *you* are no longer eligible to receive the price that *you* currently pay, including because the *premises* are changed pursuant to clause 21.8, then *we* can charge *you* a new *standard price* instead of the price that *you* currently pay, provided that *we* first advise *you* of the new *standard price* by any means including post, telephone or *electronic means*.
- (c) 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*.

4.7 **Benefit changes**

We will give *you* between 20 and 40 *business days'* notice of a *benefit change* and of the options for supply available to *you* after the *benefit change*. Notice can be by *electronic means*, other written means or verbal.

4.8 **Adjustment for change in law**

- (a) To the extent permitted by *law*, if a *change in law* occurs, *we* may adjust the *standard price* applicable under this *contract* or introduce a new *standard price* to the extent necessary to place *us* in the position *we* would have been in under this *contract* had it not been for the *change in law*. If *we* need to advise *you* of a change in the *standard price*, *we* will, by no later than *your* next bill, notify *you* of such change by any means, including post, telephone or *electronic means*. *You* have the right to terminate this *contract* should *you* disagree with these *standard price* changes.
- (b) This clause 4.8 does not limit or prejudice in any way other rights *we* have from time to time to adjust the *standard price* applicable under this *contract*.

4.9 **Set off**

- (a) *We* may set off any amount that *you* owe to *us* under this *contract* against any amount payable by *us* to *you* under this *contract* or otherwise.

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

5. HOW WE WILL CALCULATE YOUR ELECTRICITY USE

5.1 Meter reading

- (a) Where a *meter* has been installed at *your premises*, 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, if we request *you* to read *your meter*, *you* can 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.
- (b) In any event, we will ensure that we read the *meter* at *your premises* at least once every 12 months.
- (c) If we cannot reasonably base a bill on *our* reading of the *meter*, then we will provide *you* with an estimated bill based on:
 - (i) if we request *you* to read *your meter* – *your* reading of the *meter*; or
 - (ii) *your* prior billing history; or
 - (iii) 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).
- (d) 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.
- (e) If we provide *you* with a bill based on estimates because *you* failed to provide access to the *meter* and *you* later request *us* to replace *your* estimated bill with a bill based on an actual reading of *your meter*, we will use *our* best endeavours to do so if *you*:
 - (i) pay *our* reasonable charge for reading the *meter*; and
 - (ii) provide due access to the *meter*.
- (f) If we provide *you* with a bill based on estimates, then if *you* request, we will provide *you* with the basis of the estimation and the reason for the estimation.
- (g) If no *meter* is installed at *your premises*, we will bill *you* in accordance with applicable *laws*.

5.2 You can request a meter test

- (a) *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.*
- (b) *If the meter is not measuring accurately, we will also arrange to either repair or replace the meter at no charge to you, provided you have complied with clause 8.3 of this contract.*

By "accurate", we mean the meter is measuring as accurately as the written law requires.

5.3 **You can request a check of energy data**

- (a) *You can ask us to check your energy data for a specified period if you first pay to us an energy data checking fee. In response to your request, we will provide you with your energy data for the premises for the specified period.*
- (b) *We will refund you the energy data checking fee if we are satisfied (in our discretion) that the energy data does not reflect your consumption at the premises during the specified period.*

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 less than once every 100 days.

6.2 **Paying your bill**

- (a) *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 we issue you the bill. We must accept your request to make a payment in advance in accordance with the Code of Conduct, however we will not be required to credit any interest to the amount paid in advance.*
- (b) *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.*

6.2A **Payment assistance**

In accordance with our obligations under the Code of Conduct, if you are a residential customer and having payment problems or difficulty paying your bill, we will make available to you either additional time to pay your bill (which amount of time we will determine) or a payment plan for the amount owing in your bill.

However, we are not required to make either of these options available to you if, in the previous 12 months:

- (a) *you* have been granted additional time to pay or a *payment plan*; and
- (b) *you* have failed to pay two or more bills within the additional time provided or *you* have had two or more *payment plans* cancelled for non-payment.

6.3 **If you are in financial hardship**

- (a) If *you* are having trouble paying *your* bills, please advise *us*. We will assess *your* request within five *business days* of *your* request.
- (b) If *you* are a *residential customer* and we assess that *you* are experiencing *financial hardship*, we will:
 - (i) offer *you* a *payment plan* option;
 - (ii) offer *you* additional time to pay;
 - (iii) give reasonable consideration to *your* request for a reduction of *your* debt (including in accordance with *our family violence policy*, if applicable);
 - (iv) advise *you* of:
 - (A) *your* right to have *your* bill redirected to a different address (including an email address) at no charge; and
 - (B) payment methods available to *you*; and
 - (C) *concessions* and other financial assistance offered by *us* that may be available to *you* and how to access that assistance; and
 - (D) alternative tariffs that might be available to *you*; and
 - (E) independent financial counselling services and other relevant consumer representative organisations available to *you*.
- (c) If *you* are a *business customer* and *you* are experiencing *payment problems*, we will consider any reasonable request for alternative payment arrangements.
- (d) If *you* owe *us* money, *you* may request that we transfer the debt to another customer and we may transfer the debt to that person provided we first obtain that person's *verifiable consent* in accordance with the *Code of Conduct*.

6.4 **Variation of payment plans**

- (a) If *you* are on a *payment plan*, *you* can ask *us* to review *your payment plan* twice every 12 months. If after *our* review we determine that *you* are unable to meet *your* obligations under the *payment plan*, we will offer to vary *your payment plan*.

- (b) If *you* accept a variation to *your payment plan*, we will provide *you* with information about the variation within five *business days*.

6.5 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, subject to complying with the *Code of Conduct* and the terms of this *contract*:
 - (i) send a *disconnection warning* to *you*; and
 - (ii) charge *you* a late payment fee for each overdue account notice *we* send to *you*; and
 - (iii) charge *you* interest on the amount *you* have not paid; and
 - (iv) disconnect *your* electricity supply; and
 - (v) subject to complying with clause 6.6, shorten *your billing cycle* to a cycle that is at least 10 *business days*.
- (b) Subject to clause 6.3(b), 6.5(c) and (if applicable) *our family violence policy*, 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) and *we* may recover *your* debt in any court of competent jurisdiction as a debt due and payable to *us*.
- (c) *We* will not refer *your* debt to a debt collection agency or commence proceedings to recover *your* debt if:
 - (i) *you* have told *us* *you* are experiencing *payment problems* and *we* have not yet complied with *our* obligations in clause 6.3; and
 - (ii) *you* are a *residential customer* – *you* continue to make payments under a *payment plan*.
- (d) 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.

6.6 Shortened billing cycle

- (a) *We* can only shorten *your billing cycle* if:
 - (i) *you* are a *residential customer* – *you* are not experiencing *financial hardship*; and
 - (ii) *we* give *you* a *reminder notice* for three consecutive bills; and
 - (iii) before *we* give *you* the third *reminder notice*, *we* notify *you* that:

- (A) receipt of the third *reminder notice* may result in *us* placing *you* on a shortened *billing cycle*; and
 - (B) if *you* are a *residential customer* – assistance is available for *residential customers* experiencing *payment problems*; and
 - (C) *you* may obtain further information by contacting *us*; and
 - (D) once *we* place *you* on a shortened *billing cycle*, *you* must pay three consecutive bills by the due date to return to *your* former *billing cycle*.
- (b) Within 10 *business days* of shortening *your billing cycle*, *we* will notify *you* that:
- (i) *you* have been placed on a shortened *billing cycle*; and
 - (ii) *you* must pay three consecutive bills by the due date shown on each bill in order to return to *your* former *billing cycle*; and
 - (iii) if *you* fail to make a payment, *we* may arrange to disconnect *your* electricity supply.

If *you* are on a *shortened billing cycle*, *we* will remind *you*, at least once every three months, that if *you* pay three consecutive bills by the due date *we* will place *you* back on *your* former *billing cycle* if *you* ask *us* to do so.

- (c) If *you* are on a shortened *billing cycle* and *you* pay three consecutive bills by the due date, *we* will place *you* back on *your* former *billing cycle* if *you* ask *us* to do so.

6.7 **Overdue accounts**

- (a) If *your* account remains overdue for more than 60 days, *we* may give information about *you* to a credit reporting agency. This information will allow the credit reporting agency to create or maintain a credit information file containing information about *you*. The information that *we* disclose about *you* to a credit reporting agency may include any of the following:
- (i) identification information including *your* name, sex, address (and previous two addresses), date of birth, name of employer and drivers licence number; and
 - (ii) amounts over \$200 that are overdue by more than 60 days and for which debt collection action has started; and
 - (iii) advice that *your* payments are no longer overdue in respect of any default that has been listed; and

- (iv) information that, in *our* opinion, *you* have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with *your* credit obligations); and
 - (v) dishonoured cheques – cheques drawn by *you* for \$150 or more which have been dishonoured more than once.
- (b) This information may be given before, during or after the supply of services to *you* and this clause survives termination of this *contract* for any reason.

6.8 **Billing data**

- (a) If *you* consume less than 160 MWh of electricity per annum, *we* will give *you* *your* billing data for the *premises* upon request. This information will be free of charge:
- (i) for the first two requests that *you* make in a year if the data requested is for a period less than the last two years; or
 - (ii) if *you* request the billing data in relation to a dispute with *us*.

6.9 **Re-directing your bill**

If *you* ask *us* to redirect *your* bill to a different address (including an email address or a different email address), *we* will do so at no cost to *you*.

7. **REVIEWING YOUR BILL**

7.1 **Reviewing a bill**

- (a) If *you* have a query about *your* bill and *you* ask *us* to review the bill, then *we* will review it.
- (b) 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.
- (c) If *we* review *your* bill, *we* will inform *you* of the outcome of the review as soon as *we* can and no later than 20 *business days* from the date *we* are deemed to receive *your* request for *us* to review *your* bill.
- (d) If *we* are satisfied the bill is correct, *we*:
- (i) may require *you* to pay the unpaid amount; and
 - (ii) will advise *you* that *you* can ask *us* to arrange a *meter* test or a check of *your* energy data; and

- (iii) will advise you of *our customer complaints policy* and of how to make a complaint to the Energy Ombudsman of Western Australia.
- (e) If *we* are satisfied the bill is incorrect, *we* will adjust the bill for any undercharging or overcharging (clause 7.2 explains how *we* do this).

7.2 Undercharging and overcharging

- (a) If *we* undercharge *you* due to an act or omission by *us* (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:
 - (i) *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; and
 - (ii) *we* will notify *you* of the correcting payment no later than *your* next bill after *we* become aware of the undercharge, and *we* will list the correcting payment separately in that next bill, together with an explanation of the basis on which that amount was calculated; and
 - (iii) *we* will not charge *you* interest on the correcting payment or require *you* to pay a late fee.
- (b) If *we* overcharge *you* due to an act or omission by *us* (including where the *meter* has been found to be defective), then:
 - (i) *we* will use *our* best endeavours to tell *you* that *we* have overcharged *you* within 10 *business days* of becoming aware; and
 - (ii) *we* will ask *your* instructions as to whether to credit the amount to *your* account or have the amount repaid to *you*, unless the amount is less than \$100, in which case *we* will credit it to *your* account; and
 - (iii) *we* will not pay *you* interest on the amount *we* overcharged *you*; and
 - (iv) the 12 month limit referred to in clause 7.2(a)(i) does not apply to amounts that *we* have overcharged *you*.

You must give *us* *your* instructions for crediting or repaying an amount under clause 7.2(b)(ii) within five or, if *you* are a *pre-payment meter customer*, within 20, *business days* of *us* asking *you*. If *you* don't, *we* will credit the amount to *your* account.

- (c) If *we* overcharge *you* and *you* owe *us* a debt, *we* may after providing notice to *you*, use the amount *you* have been overcharged to set off the debt *you* owe *us*, in accordance with clause 4.8 of this *contract*, provided that *you* are not experiencing *financial hardship*. If, after the set off, there remains an amount of credit to *you*, *we* will deal with it in accordance with clause 7.2(b).

8. ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT

8.1 Electricity supply equipment

- (a) The *electricity supply equipment* remains *our* property at all times and *we* are responsible for installing and maintaining the *electricity supply equipment*.
- (b) *You* must not do anything that will damage, bypass or interfere with the *electricity supply equipment* or use electricity in a way that damages, bypasses or interferes with that equipment.
- (c) *You* must ensure, and take all necessary actions to ensure, that any other person does not do anything that will damage, bypass or interfere with the *electricity supply equipment* or use electricity in a way that interferes, damages or bypasses that *electricity supply equipment*.
- (d) “**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* or, if there is no *meter* attached to the *premises*, down from the connection point on the *premises* which is used by *us* in connection with, the supply of electricity, but, for the avoidance of doubt, excludes any overhead power lines and power poles owned by *you*.

8.2 Your equipment

- (a) *You* are responsible for keeping *your equipment* in good working order and condition and in compliance with *technical requirements* (including electrical installation wiring rules).
- (b) If *embedded generation* is, or is to be, installed at the *premises*, *you* must comply, and must ensure that *your equipment* complies, with the *technical requirements* (including electrical installation wiring rules).
- (c) “**your equipment**” means all wiring and other equipment located at the *premises* which are used to take supply of, store, generate or consume electricity except any *electricity supply equipment*, and includes any overhead power lines and power poles owned by *you*.

8.3 Prohibited activity

- (a) *You* must not:
 - (i) 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

- (ii) use, or permit anyone else to use, electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else; or
 - (iii) transfer electricity into the electricity network operated by *us* or allow anyone else to do so without *our* prior written consent.
- (b) *You* must immediately notify *us* on becoming aware of any behaviour or circumstance which is suspected to, or may reasonably be expected, to contravene clause 8.3(a) of this *contract*.
- (c) In the event *you* or someone else tampers with, bypasses, circumvents or otherwise interferes with the *electricity supply equipment* then *you* will be responsible for any loss or damage to *us*.

9. MOVING PREMISES

9.1 New electricity connection

If *you* move into the *premises*, or the *premises* is changed pursuant to clause 21.8 of this *contract*, 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 energise the *premises*.

9.2 Existing electricity connection

- (a) If *you* move into the *premises* or the *premises* is changed pursuant to clause 21.8 of this *contract*, and it has an existing electricity connection, then *we* will charge *you* for electricity supplied to the *premises* from the date that the *meter* at the premises was last read, unless *we* have requested *you* to read the *meter* and *you* read the *meter* and advise *us* of the *meter* reading within three *business days* of the day that *you* move in.
- (b) If a final *meter* reading was not taken, *we* will estimate the amount of electricity used by the previous occupant, so *we* do not overcharge or undercharge *you*.

9.3 Moving out 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*:
- (i) at least five days before *you* move out; and
 - (ii) of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 9.3(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 not more 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:
 - (i) the date that *you* vacated or intend to vacate the *premises*; and
 - (ii) a forwarding address to which a final bill may be sent.
- (d) If *you* do not advise *us* as described in clause 9.3(a), then subject to any applicable *laws* including the *Code of Conduct*, *we* may require *you* to pay for electricity used at the *premises* for up to a maximum of five days after *you* notify *us* 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 clauses 9.3(b) or 9.3(c), and *you* validly terminate this *contract*, then unless *we* notify *you* that *we* will use that credit to set off an amount *you* owe *us* under this *contract* or under another *contract* *you* have with *us*, *you* can choose to have *us* credit this amount to *any* new account *you* establish with *us* or repay the amount to *you*. *We* will credit or repay the amount within 12 *business days* (or such other period as *you* and *we* agree) of receiving *your* instructions.

If *we* use the credit to set off an amount *you* owe *us* and there remains an amount of credit after the set off, then *you* can choose to have *us* credit the remaining amount to any new account *you* establish with *us* 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:
 - (i) to read the *meter*; or
 - (ii) to inspect or work on the *electricity supply equipment*; or
 - (iii) to disconnect *your* electricity supply; or
 - (iv) to inspect or work on *your* equipment; or
 - (v) for any other reason relating to the supply of electricity to the *premises*.
- (b) *We* will give *you* at least five *business days*' notice before *we* enter the *premises* unless:

- (i) without limiting *our* rights in clause 10(c), *we* want to inspect, read or examine the *meter* or any of the *electricity supply equipment* or *your equipment*; or
- (ii) in an *emergency*; or
- (iii) if *we* reasonably suspect that electricity is being used illegally at the *premises*; or
- (iv) *we* consider, acting reasonably, that access to *your premises* is required earlier than would be the case if *we* gave five *business days'* notice in order for *us* to prudently perform any of *our* functions in relation to the supply of energy to *you*,

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

- (c) *We* may at all reasonable times enter the *premises*, without giving *you* prior written notice if, in *our* opinion, it is necessary to do so to carry out routine, minor or general maintenance works on the *meter* or any *electricity supply equipment* or to carry out other works on the *meter* or any *electricity supply equipment* for the purpose of performing *our* functions in relation to electricity supply and the *electricity supply equipment*.
- (d) *We* may enter *your premises* for the above reasons and in that case, *we* are required to give *you* the appropriate notice where required.
- (e) 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.
- (f) If *you* do not provide safe and unrestricted access to the *premises* for the purposes of a *meter* reading by *us*, *we* may request *you* to read the *meter* and provide the *meter* reading to *us*. If *we* make this request then *you* must read the *meter* and provide the *meter* reading to *us* within the timeframe specified in *our* request. No such request prejudices any rights *we* may have under this *contract*.

11. PERSONS DEPENDENT ON LIFE SUPPORT EQUIPMENT

11.1 Eligibility conditions on life support

- (a) *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*.
- (b) *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*.

- (c) As set out in clause 17.2, *you* must advise *us* if there is any change in *your* contact details (telephone number, postal address and/or email address).

11.2 Interruptions

- (a) If *you* have advised *us* that *you* or a person residing at the *premises* is dependent on *life support equipment*, then *we* will give *you* (or *your* nominated person) at least three *business days*' notice in writing or by *electronic means* 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* (or *your* nominated person) prior notice.
- (b) It is therefore very important that *you* make suitable alternative arrangements (for example, a back-up supply or alternative power source) to address the needs of any person residing at the *premises* who is dependent on *life support equipment*.

11.3 Disconnections

If *you* have advised *us* that *you* or a person residing at the *premises* is dependent on *life support equipment*, then, consistent with the *Code of Conduct* (where applicable to *you*), *we* cannot disconnect *your* electricity supply because *you* fail to pay *us* a bill by the due date, while the person dependent on *life support equipment* continues to reside at the *premises*.

12. INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY

12.1 Emergency

- (a) *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 *written law*. *We* will:
 - (i) use *our* best endeavours to turn *your* electricity on again as soon as possible; and
 - (ii) provide information about the nature of the *emergency* and an estimate of the time supply will be restored by way of *electronic means*.
- (b) 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 or transmission system

We can interrupt or disconnect *your* electricity supply at any time if *we* need to carry out

planned work on a *distribution system* or a *transmission system* for any reason. We will notify *you* at least 72 hours before the start of an interruption if we need to carry out planned work on a *distribution system* or a *transmission system*. You agree that we can give *you* such notice by *electronic means*.

12.3 Events beyond your control

If an *event beyond your control* occurs and that event prevents or hinders *you* from performing any of *your* obligations under this *contract*, *you* must tell *us* immediately and *you* will not be required to perform that obligation to the extent that *you* are prevented or hindered from doing so by the *event beyond your control*. However, *you* must pay *your* bill by the due date shown on the bill, even if an *event beyond your control* occurs.

12.4 Events beyond our control

- (a) Subject to clause 11.2, if an *event beyond our control* occurs, which:
- (i) prevents or hinders *us* from performing any of *our* obligations under this *contract*, then *we* are not required to perform those obligations for as long as the event continues; and/or
 - (ii) prevents *us* or *our* sub-contractors from or hinders *us* or *our* sub-contractors in *our* efforts to (or is reasonably likely to prevent or hinder *us* or *our* sub-contractors):
 - (A) operating a *distribution system* or a *transmission system* in accordance with any *written laws* and prudent operating practices; and/or
 - (B) maintaining and improving the security and reliability of the power system; and/or
 - (C) maintaining electricity supply to all of *our* customers connected to a *distribution system* or a *transmission system*,then:
 - (D) *we* may take any action reasonably determined by *us* to mitigate the effect or likely effect of the *event beyond our control*, including by interrupting or disconnecting electricity supply to *you* for any reason, including where required to equitably allocate limited electricity supply across *our* customers or maintain supply to customers dependent on *life support equipment* or other *vulnerable customers* or to maintain electricity supply to essential services; and
 - (E) *our* obligations under this *contract* are suspended to the extent they are inconsistent with actions taken by *us* under clause 12.4(a)(ii)(D).

- (b) If we interrupt or disconnect electricity supply to *you* under clause 12.4, we will use *our* reasonable endeavours to provide information about the nature of the *emergency* and an estimate of the time supply will be restored by way of *electronic means*.

12.5 Disconnection due to your actions

- (a) We can arrange to disconnect *your* electricity supply, acting in accordance with clause 12.6 and any applicable *written laws*, including the *Code of Conduct* if:
 - (i) subject to clause 11.3 of this *contract*, *you* fail to pay a bill in full by the due date shown on the bill; or
 - (ii) *you* do not give *us* safe and unrestricted access to the *premises* or the *meter*; or
 - (iii) there has been fraudulent, unlawful or unauthorised use or supply of electricity at the *premises* or any other premises; or
 - (iv) *you* get electricity supplied to the *premises* illegally; or
 - (v) *you* fail to keep *your* equipment in good working order or condition; or
 - (vi) *you* breach the *technical requirements*; or
 - (vii) *you* get electricity supplied to the *premises* in breach of this *contract*; or
 - (viii) *you* commit a substantial breach of any of *your* obligations under this *contract*; or
 - (ix) without limiting any of the above sub-clauses, *you* breach any of *your* obligations under this *contract* where that breach is capable of remedy and *you* fail to remedy the breach within 10 *business days* of *us* requesting *you* to do so.

12.6 Things we must do before disconnecting your electricity supply

- (a) If we wish to disconnect *your* electricity supply because *you* fail to pay a bill within the meaning of clause 48 of the *Code of Conduct*, we will:
 - (i) give *you* a *reminder notice* not less than 15 *business days* from the date that we sent *you* the bill; and
 - (ii) if *you* still have not paid *us* after the *reminder notice*, then give *you* a *disconnection warning* not less than 20 *business days* from the date that we sent *you* the bill, advising *you* that we will disconnect *you* on a day that is at least five *business days* after the date of the *disconnection warning*; and

- (iii) use *our* best endeavours to contact *you*, to advise of the proposed disconnection, including by telephone or *electronic means*,

however, *we* will not disconnect *you*:

- (i) until at least one *business day* after the date that *we* say *we* will disconnect *your* electricity supply in the *disconnection warning*; or
- (ii) if *you* are a *residential customer* and *you* have agreed to a *payment plan* or other payment arrangement and have not deviated from this plan; or
- (iii) if *you* are a *residential customer*, the outstanding amount of *your* bill is less than \$300 and *you* tell *us* that *you* agree to pay the outstanding amount; or
- (iv) if the unpaid amount in *your* bill doesn't relate to the supply of electricity but relates to some other good or service; or
- (v) if *you* have made an application for a *concession* and the application has not been decided; or
- (vi) if the bill does not relate to the *premises* (other than if the bill relates to a supply address previously occupied by *you*); or
- (vii) where *we* have stated in a policy that *we* will not disconnect *you* (for example, within *our family violence policy*).

- (b) If *we* wish to disconnect *your* electricity supply because *you* fail to give *us* safe access to the *meter* for at least nine consecutive months, *we* will:

- (i) on at least one occasion, give *you* notice in writing:
 - (A) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises*, which will be at least five *business days* from the date of the notice; and
 - (B) advising *you* of *our* ability to arrange disconnection if *you* fail to provide safe access to the *meter* or if *you* fail to provide reasonable alternative access arrangements; and
- (ii) use *our* best endeavours to contact *you* to advise *you* of the proposed disconnection if *you* fail to comply with the requirements of the notice issued under clause 12.6(b)(i); and
- (iii) 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 five *business days* from the day *you* are deemed to receive the *disconnection warning*.

- (c) Without limiting *our* rights at *law* and under clause 10, if *we* wish to disconnect *your* electricity supply because *you* fail to give *us* safe access to the *premises* for the purpose of *us* testing, maintaining, altering or replacing the *meter* or checking the accuracy of *your* consumption at the *premises*, *we* will:
- (i) on at least one occasion, give *you* notice in writing:
 - (A) advising *you* of the next date or timeframe during which *you* are requested to provide access to the *premises*, which will be at least five *business days* from the date of the notice; and
 - (B) advising *you* of *our* ability to arrange disconnection if *you* fail to provide safe access to the *premises* or fail to provide reasonable alternative access arrangements;
 - (ii) give *you* an opportunity to offer reasonable alternative access arrangements; and
 - (iii) 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 five *business days* from the day *you* are deemed to receive the *disconnection warning*.
- (d) Unless *you* have requested *us* to disconnect *your* electricity supply or *we* disconnect *your* electricity supply under clauses 12.1 or 12.4, *we* will not arrange for disconnection:
- (i) if *you* have made a complaint directly related to the reason for disconnection to *us*, the Energy Ombudsman of Western Australia or another external dispute resolution body and that complaint has not been resolved; or
 - (ii) after 3.00pm Monday to Thursday; or
 - (iii) after 12.00 noon on a Friday; or
 - (iv) on a Saturday, Sunday, public holiday or on the *business day* before a public holiday except where *we* have arranged to undertake planned work on a *distribution system* or a *transmission system* as contemplated by clause 12.2,

unless,
 - (v) *you* are a *business customer*; and
 - (vi) *your* normal trading hours fall within the time frames set out in clauses 12.6(d)(ii), 12.6(d)(iii) and 12.6(d)(iv) and do not fall within any other time period; and

- (vii) it is not practicable for *us* to arrange for disconnection at any other time.

12.7 Reconnection of electricity supply

- (a) If *your* electricity supply is disconnected under clause 12.5, then *we* will 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.
- (b) 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).
- (c) Before *we* arrange to reconnect *your* electricity supply under this clause 12.7, *you* must pay *us* or accept a *payment plan* for *our* fee for reconnecting *your* electricity supply under this clause 12.7.
- (d) If *we* are obliged to reconnect *your* electricity and *you* ask *us* to reconnect *your* electricity at a time:
 - (i) before 3.00pm on a *business day*, then *we* will reconnect *your* electricity within one *business day* if the *premises* is located in a *metropolitan area* or otherwise within five *business days*; or
 - (ii) after 3.00pm on a *business day* or on a day that is not a *business day*, then *we* will reconnect *your* electricity within two *business days* if the *premises* is located in a *metropolitan area* or otherwise within six *business days*.

12.8 Consequences of disconnecting your electricity supply

- (a) If *we* disconnect *your* electricity supply under clause 12.5, then:
 - (i) *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
 - (ii) *we* can charge *you* a fee for removing or physically disconnecting the *meter* and replacing or physically reconnecting the *meter*; and
 - (iii) *you* must not reconnect the electricity supply.

12.9 Reporting illegal use

If *we* think *you*, or another person at the *premises* 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 electricity use at the *premises*.

13. LIMITATION ON LIABILITY IN CERTAIN CIRCUMSTANCES

Subject to clause 14, we will not be liable to *you* for any loss, damage or liability of any kind (including without limitation any *excluded loss*) arising from or in connection with:

- (a) any interruption in *your* electricity supply, any surge in electricity supply or *us* failing to supply electricity meeting any particular quality or quantity; or
- (b) *our* breach of contract, *our* breach of statutory duty, *our* negligence or otherwise, with the exception that if *you* are an individual purchasing electricity for a *private purpose*, we will be liable to *you* for any *direct loss* you suffer arising from *our* breach of contract, *our* breach of statutory duty, or *our* negligence.

14. LIMITATION IN RELATION TO CONSUMER GUARANTEES

- (a) Except to the extent that anything in this *contract* is taken to exclude, restrict or modify:
 - (i) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law*; or
 - (ii) any condition, warranty or guarantee that *we* are prohibited by *law* from excluding, restricting or modifying,

all conditions, warranties and guarantees, whether or not implied by *law*, are excluded.
- (b) Where any electricity supplied under this *contract* is not a good of a kind ordinarily purchased for personal, domestic or household use, *our* liability for breach of any *Consumer* guarantee applicable to *our* supply of electricity under the *Australian Consumer Law*, to the extent that it is permitted by *law*, is limited to any one of the following determined by *us*:
 - (i) the supply of equivalent electricity; or
 - (ii) the payment of the cost of acquiring equivalent electricity.
- (c) Subject to clauses 14(a) and 14(b) of this *contract*, *you* must indemnify *us* fully against all and any loss, damage or liability of any kind caused by, consequent upon, or arising out of any acts or omissions on *your* part in relation to:
 - (i) *your* breach of any term of this *contract*; or
 - (ii) *your* breach of any applicable *laws*; or
 - (iii) *your* negligence, fraud, theft or other wrongful act or omission,

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

other wrongful act or omission.

- (d) This indemnity is without prejudice to any other right or remedy we have and survives termination of this *contract* for any reason.

15. CONFIDENTIALITY OF YOUR INFORMATION

- (a) Unless we are permitted to do otherwise under this *contract*, we will keep your information confidential, consistent with *our privacy policy*. *Our privacy policy* sets out the steps that we take to ensure that your information remains confidential.

In particular, but without limiting the above, we will keep your information confidential unless:

- (i) we have your prior written consent; or
 - (ii) the law (including any applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits us to disclose it; or
 - (iii) we need to use the information for our regulatory reporting compliance, or in any legal or regulatory proceedings; or
 - (iv) the information is already in the public domain; or
 - (v) we believe you have obtained or used electricity illegally or in an unsafe manner and, as a result we provide relevant information to the Economic Regulation Authority or the Director of Energy Safety or the Police; or
 - (vi) we use the information for business purposes or for the purpose of conducting research into the behaviour and preferences of electricity consumers.
- (b) You agree to the above arrangements, including to the terms of *our privacy policy* and any use or disclosure of your information which is required or permitted by this *contract*, *our privacy policy*, applicable privacy laws or any other law.
- (c) You can obtain a copy of *our privacy policy*, free of charge, by either requesting a copy from *our* customer centre or from *our* website.

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. If we receive a written complaint from you, we will acknowledge your complaint within 10 *business days* and respond to your complaint within 20 *business days*.

We will deal with that complaint in accordance with *our customer complaints policy*. We will ensure that *our customer complaints policy* complies with the *Code of Conduct* and the Australian Standard on Complaints Handling [AS/NZS 10002:2014] as amended and in force from time to time. If *you* are not satisfied with how *your* complaint is being managed *you* may have the complaint considered by a senior member of staff or *you* may raise the complaint with the Energy Ombudsman of Western Australia, whose contact details can be found in *our customer complaints policy*.

17. INFORMATION

17.1 We will provide you with information

- (a) If *you* wish to obtain further information about this *contract* or the supply of electricity, please contact *us*. If *you* request it, *we* will provide *you* with, or direct *you* to *our* website, *our* mobile application or *our* online customer portal for:
- (i) information on the *standard price* and *our* other fees, as well as reasonable information on alternative tariffs that might be available to *you*; and
 - (ii) general information on energy efficiency, including how *you* may arrange for an energy efficiency audit of the *premises* and the typical running costs of major domestic appliances; and
 - (iii) general information on the safe use of electricity; and
 - (iv) information on the distribution of electricity; and
 - (v) information on the types of *concessions* available to *you*; and
 - (vi) information on the use of a *pre-payment meter* if *you* are a *residential customer* (see also clause 22.2); and
 - (vii) any other information *we* said *we* would provide *you* in this *contract*; and
 - (viii) any other information *you* request and that *we* are required to provide *you* under with the *Code of Conduct*.

Copies of *our* policies (such as *our financial hardship policy* and *family violence policy*) are available on *our* website, as required by the *Code of Conduct*.

- (b) Unless *we* are legally required to provide the information free of charge, *we* may charge *you* a reasonable fee. If *we* direct *you* to *our* website, *our* mobile application or *our* online customer portal for information, *you* are also entitled to a hard copy of the information which *you* can get from one of *our* offices or *we* can post to *you*.

- (c) Horizon Power will make available at no charge, services that assist *you* in interpreting information provided by *us* (including interpreter services and services for customers with a speech or hearing impairment and large print copies).

17.2 You must provide us with information

- (a) *You* must provide *us* with information *we* reasonably require for the purposes of this *contract* and *you* acknowledge that any failure to provide *us* with such information may affect *our* ability to supply electricity to *you* under this *contract*. For example, *we* may require personal details from *you* in order to confirm *your* identity or a *concession* on *your* account, determine tariff eligibility or verify the *lifesupport equipment* is required at *your premises*. All information *you* provide must be correct, and *you* must not mislead *us* or misrepresent the information *you* provide to *us*. *We* have rights if information *you* provide is incorrect, misleading or deceptive.
- (b) *You* must advise *us* as soon as possible if:
 - (i) there is a change in *your* contact details or the address to which *your* bills are to be sent; or
 - (ii) *you* change something at the *premises* which makes *our* access to the *meter* more difficult; or
 - (iii) *you* become aware of any problem with the *electricity supply equipment*, which is at, or reasonably close to, the *premises*; or
 - (iv) *you* are moving premises and would like to amend the *premises* under this *contract* pursuant to 21.8; or
 - (v) any information provided by *you* to *us* changes.

18. ENDING THIS CONTRACT

18.1 When this contract ends

- (a) This *contract* will continue until *you* end this *contract*, or *we* end this *contract* under this 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 this contract

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

18.3 When we can end this contract

- (a) We can end this *contract* by giving you prior notice if you:
 - (i) become insolvent (as defined in the *Corporations Act 2001* (Cth)); or
 - (ii) have a liquidator appointed; or
 - (iii) become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth)); or
 - (iv) breach any of *your* obligations under this *contract* for which we have a right under this *contract* or a *written law* to disconnect supply; or
 - (v) if you consume more than 160 MWh of electricity in any period of 12 months; or
 - (vi) if you cease to be either a *residential customer* or *business customer*; or
 - (vii) cease to be eligible for a *standard price*; or
 - (viii) without limiting any of the above sub-clauses, breach any of *your* other obligations under this *contract* where that breach is capable of remedy and you fail to remedy the breach within 10 *business days* of us requesting you to do so.
- (b) We can end this *contract* without giving you prior notice if you vacate the *premises* and after reasonable enquiry we are satisfied you no longer occupy or reside at the *premises*, or you inform us you no longer wish to obtain electricity supply from us under this *contract*.

18.4 What happens after a contract ends

If this *contract* ends:

- (a) we will use *our* best endeavours to arrange for a *meter* reading and for disconnection and
- (b) we will use *our* best endeavours to prepare and issue a final bill to you; and/or
- (c) we can charge you a fee for the final *meter* reading, disconnection and final bill, subject to the provisions of any *written law*, including the *Code of Conduct*; and/or
- (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; and/or

- (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

We will not request *you* to provide a security deposit under this *contract*.

20. GST

- (a) In this clause:
 - (i) **GST** has the meaning given to that term in the GST Law.
 - (ii) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
 - (iii) **adjustment note, recipient, 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 this *contract* are expressed inclusive of GST.
- (c) If there is a taxable supply under or in connection with this *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 this *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

- (a) Any notice or other communication given under this *contract*:
 - (i) does not have to be in writing, unless this *contract* expressly requires that the notice or communication must be in writing;
 - (ii) subject to clause 21.2(c), is taken to be received:
 - (A) in the case of a verbal communication, at the time of the communication; and
 - (B) in the case of hand delivery, on the date of delivery; and
 - (C) in the case of post, on the second *business day* after posting; and

- (D) 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
 - (E) in the case of SMS, on the date on which the sender's device from which the SMS was sent records that the SMS was successfully transmitted; and
 - (F) in the case of any other *electronic means* of communication, on the date on which the sender's device from which the notification was sent records that the notification was successfully transmitted.
- (iii) If received after 5.00pm or on a day other than a *business day*, is taken to be received on the next *business day*.

21.2 Electronic communication

- (a) *You* agree that *we* can give information to *you* using *electronic means* where *we* are permitted or required to give *you* information by *law* or under the terms of this *contract*.
- (b) *We* can decide procedures as to how electronic communication will operate and what things can be communicated electronically.
- (c) If *you* are not able to receive information by *electronic means*, *we* can decide to give information to *you* by other means such as mail.

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 this *contract*.
- (b) *We* can assign or novate this *contract* without notice to *you*, to any person that *we* believe has reasonable commercial and technical capability to perform *our* obligations under this *contract*.

21.4 Application of laws

- (a) Nothing in this *contract* limits or excludes the rights, powers and remedies that *we* have at *law* (including under the *Electricity Industry Act 2004* (WA), the *Energy Operators (Powers) Act 1979* (WA) and the *Electricity Corporation Act 1994* (WA)) or in equity or otherwise excludes any consent *you* are deemed to have given *us* under section 46(9) of the *Energy Operators (Powers) Act 1979* (WA).
- (b) This *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

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

21.6 Nature and waiver of rights

- (a) Despite anything to the contrary in this *contract*, *our* rights under this *contract* are independent of each other and are not to be interpreted as limiting each other.
- (b) If *we* do not enforce any right under this *contract*, then this must not be construed as a waiver of *our* rights under this *contract*.

21.7 Governing Law

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

21.8 Amendments to this contract

- (a) *We* can change these standard electricity terms and conditions without *your* consent in accordance with the *Electricity Industry Act 2004 (WA)*. Any changes must be approved by the Economic Regulation Authority and *your contract* will be deemed to be amended to reflect those changes upon approval and publication of the amended terms and conditions as required by the Economic Regulation Authority.
- (b) *We* may change the *premises* under this *contract* at *our* discretion if:
 - (i) *you* notify *us* you are moving out of the *premises* in accordance with clause 9.3, or no longer require supply in respect of the *premises*; and
 - (ii) *you* request supply of electricity in respect of an alternative premises under the terms of *our* standard form *contract* within a period of 30 days from the date *you* notify *us*; or
 - (iii) *we* reasonably believe that *you* are taking supply of electricity at another supply address and *you* have not entered into a *contract* with *us* or another retailer for that supply.
- (c) *You* may change the *premises* under this *contract* with *our* consent.

21.9 Effect of invalid terms

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

21.10 Authorised representatives

- (a) *You* can, by giving *us* notice at any time at or after establishment of this *contract*, appoint a person nominated in *your* notice to be *your* authorised representative to act for and on *your* behalf under and in relation to this

contract. We will accept the person nominated in your notice as your authorised representative unless we consider the nominated person does not have the capacity to appropriately fulfil the role of an authorised representative (as set out immediately below).

By appointing an authorised representative *you* agree to give that person full, unrestricted power and authority to act for *you* and on *your* behalf as *your* agent under and in relation to this *contract* (but not any other matter). This includes doing all or some of the following for *you* and on *your* behalf under and in relation to this *contract*:

- (i) incurring liabilities for *you* to pay money; and/or
 - (ii) accessing *your* account information and personal details; and/or
 - (iii) giving and receiving notices, consents, instructions and other information; and/or
 - (iv) making enquiries; and/or
 - (v) exercising rights, powers and remedies; and/or
 - (vi) completing transactions; and/or
 - (vii) changing contact details; and/or
 - (viii) arranging additional time to pay an invoice; and/or
 - (ix) entering into direct debit, *payment plans* and other payment arrangements; and/or
 - (x) requesting refunds; and/or
 - (xi) changing *your standard price*; and/or
 - (xii) requesting the provision of services such as a *meter test*; and/or
 - (xiii) applying for new *concessions* and terminating existing *concessions*; and/or
 - (xiv) ending *your contract*.
- (b) Notwithstanding clause 21.10(a) *you* may limit the matters *your* authorised representative can perform on *your* behalf by providing notice to *us* describing the things *your* authorised representative cannot do on *your* behalf.
- (c) Any such appointment commences on the date of appointment specified in *your* notice to *us* appointing the authorised representative (or any later date when *we* first receive that notice), and continues in full force and effect until the date *you* tell *us* by notice *you* want the appointment to end.

- (d) This clause 21.10 survives termination of this *contract* for any reason.

22. PREPAYMENT METER CUSTOMERS

22.1 General

- (a) *You* acknowledge that *we* are not required to offer *you* the opportunity to become a *pre-payment meter customer*.
- (b) A "**pre-payment meter**" is a *meter* that allows *you* to pay for electricity before *you* use the electricity.
- (c) If *you* are a *pre-payment meter customer*, then clauses 5, 6, 7.1, 9.2, 9.3, , 12.5, 12.6(a) and 12.7 of this *contract* do not apply to the supply of electricity at the *premises*. Where the other clauses of this *contract* that apply refer to a *meter*, that reference is to be read as a reference to a *pre-payment meter*.

22.2 Information about the use of pre-payment meters

If *you* are a *pre-payment meter customer*, *we* will give *you* information about the use of the *pre-payment meters* in accordance with *our* obligations under clause 57 of the *Code of Conduct*.

22.3 Consumption information

If *you* are a *pre-payment meter customer*, *we* will give *you* the following information on request at no charge:

- (a) total energy consumption; and
- (b) average daily consumption; and
- (c) average daily cost of consumption,

for the previous two years or since the commencement of this *contract*.

22.4 Meter testing

- (a) If *you* are a *pre-payment meter customer*, *you* can ask *us* to:
- (i) check *your* metering data; and/or
- (ii) check or conduct a test of the *pre-payment meter*.
- (b) *We* will arrange to check or test the *pre-payment meter* if *you* first pay *our* *pre-payment meter* testing fee. If following a check or test *your* *pre-payment meter* is found to be inaccurate or not operating correctly, then *we* will refund the *pre-payment meter* testing fee to *you*. *We* will also arrange to have the *pre-payment meter* repaired or replaced and *we* will correct any overcharging or undercharging.

22.5 You can ask to change back to a standard meter

- (a) If you are a *pre-payment meter customer*, you can ask us to replace or switch the *pre-payment meter* to a *standard meter* and we will do so.
- (b) Subject to clause 22.5(c), unless you ask us to switch your *pre-payment meter* within three months of the date it was installed or the date you agreed to enter this *contract* (whichever is later), you must pay us a fee to switch from a *pre-payment meter* to a *standard meter*. If you are not a *residential customer*, then you must pay this fee before we will switch your *pre-payment meter*.
- (c) If you are a *pre-payment meter customer* and you:
 - (i) tell us that you are experiencing difficulties paying for your consumption, or that you are affected by *family violence*; and
 - (ii) ask us to replace or switch the *pre-payment meter* to a *standard meter*,we will do so at no cost to you.

22.6 Moving out of the premises

- (a) If you are a *pre-payment meter customer* and you advise us of the date you will be moving out of the *premises*, then we will ensure you can retrieve all remaining credit on the *pre-payment meter* at the time you leave the *premises*.
- (b) If you do not advise us as described above, then you will lose any credit remaining on the *pre-payment meter*.

22.7 Life support equipment

If you are a *pre-payment meter customer* and you advise us that you or a person residing at the *premises* is dependent on *life support equipment*, we will stop providing you a *pre-payment meter* service at the *premises*, and we will, at no cost to you:

- (a) place you on an appropriate residential *standard tariff*; and
- (b) provide you with information about the contract options available to you.

22.8 Emergency credit and de-energising and re-energising a pre-payment meter

- (a) If you are on a *pre-payment meter* service and your *pre-payment meter* has run out of credit:
 - (i) between the hours of 9:00am and 11:00am on a *business day*, we can
 - (ii) *de-energise* your *pre-payment meter* at any time; or
 - (iii) outside of the hours of 9:00am to 11:00am on a *business day*, we will ensure that you have access to an amount of emergency credit of at least \$20. If your *pre-payment meter* subsequently runs out of credit

(including any amount of emergency credit extended to *you* by *us*), we can *de-energise your pre-payment meter* at any time.

- (b) If we have *de-energised your pre-payment meter* and you have previously consumed emergency credit, we will only *re-energise your pre-payment meter* when you make a payment to your account that results in an amount of credit above the amount of the emergency credit previously consumed by you. This clause 22.8(b) does not apply if the only credit you have is emergency credit.

22.9 Concessions

If you are a *pre-payment meter customer* and you are eligible for a *concession*, we will ensure that you receive the *concession*.

22.10 If you are in financial hardship

- (a) If you are a *pre-payment meter customer* and:
- (i) you tell us that you are having trouble paying for your consumption;
or
 - (ii) we identify that we have disconnected you two or more times in any one-month period for longer than 120 minutes on each occasion,

unless we have given you the information in the preceding 12 months, we will, as soon as reasonably practicable, use our best endeavours to provide you with information about:
 - (iii) the different types of *meters* available to you;
 - (iv) any *concessions* that may be available to you and how you can access them;
 - (v) relevant financial assistance programs;
 - (vi) how to contact relevant consumer representatives;
 - (vii) independent financial and other relevant counselling services.
- (b) We will give reasonable consideration to your request for a reduction of your fees, charges or debt (including in accordance with our *family violence policy*, if applicable).

23. FAMILY VIOLENCE

If you are experiencing *family violence*, we can help and support you in accordance with our *family violence policy* and the *Code of Conduct*.

24. DEFINITIONS AND INTERPRETATION

24.1 Definitions

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

acceptable identification has the meaning given in the *Electricity Industry (Customer Contracts) Regulations 2005* (WA).

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

benefit change means a change to, or the expiry of, a benefit (such as a price discount) provided under this *contract* to *you* during a period that ends earlier than the date on which this *contract* will end.

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

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

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

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

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

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

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

Consumer has the meaning given in the *Australian Consumer Law*.

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

customer complaints policy means 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*.

de-energise has the meaning given in the *Code of Conduct*.

direct loss does not include any excluded loss.

disconnection warning means a notice in writing that *we* issue to *you* advising *you* of a date that *we* may disconnect *you* if *you* have not paid *your* bill 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(d).

electronic means means the internet, email, facsimile, SMS or other similar means but does not include providing verbal information over the telephone.

embedded generation means any equipment at the *premises* that is electrically connected to the *electricity supply equipment* and which is capable of generating electrical energy, whether or not such equipment is inverter-based and, to avoid doubt, includes rooftop solar PV systems.

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.

energy data has the meaning given in the *Electricity Industry (Metering) Code 2012 (WA)* as amended from time to time.

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 repairs or maintenance, any shortage or upstream curtailment of fuel supplies, breakdowns at power stations or elsewhere, animals or any other being or thing interrupting, impeding or obstructing the *distribution system*, the *transmission system* or any other *electricity supply equipment* and interrupting *our* supply of electricity to *you*, insufficient volumes of electricity or any other problem with a *distribution system* or a *transmission system* but excludes *your* or *our* inability to pay any money due under this *contract* for any reason or any failure by *you* to grant *us* access to the *meter*.

excluded loss means:

- (a) business interruption loss; or
- (b) lost profits; or
- (c) loss of an opportunity; or
- (d) *your* liability to other people under contracts or otherwise.

family violence has the meaning given in the *Code of Conduct*.

family violence 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* communicate

with *vulnerable customers* and the support and assistance *we* will provide *vulnerable customers*. A copy of this policy can be obtained on request from *our* customer centre or from *our* website.

financial hardship has the meaning given to that term in the *Code of Conduct*.

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 *this contract*. A copy of this policy can be obtained on request from *our* customer centre or from *our* website.

law means:

- (a) the common law as it applies in the State of Western Australia; and
- (b) all Acts of the Parliament of Western Australia; and
- (c) all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules and permits.

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

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

metropolitan area has the meaning given in the *Code of Conduct*.

payment plan has the meaning given in the *Code of Conduct*.

payment problems has the meaning given in the *Code of Conduct*.

premises means the address to which electricity will be supplied to *you* under this *contract*, and as amended from time to time pursuant to clause 21.8 of this *contract*.

pre-payment meter is defined in clause 22.1(b).

pre-payment meter customer means a customer who consumes not more than 160 MWh of electricity per annum and has a *pre-payment meter* operating at their *premises*.

privacy policy means *our* privacy policy, as amended from time to time in accordance with applicable privacy *laws* or any other *law*.

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

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

re-energise has the meaning given in the *Code of Conduct*.

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 *financial hardship*.

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

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.

technical requirements means the various requirements of *embedded generation* installation and operation specified on *our* website from time to time that is applicable to the *premises* having regard to the size of *embedded generation* installed or to be installed at the *premises* and the *electricity supply equipment* installed at the *premises*.

transmission system has the meaning given in section 3 of the *Electricity Industry Act 2004* (WA).

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

vulnerable customer has the meaning given in the *Code of Conduct*.

we, us and **our** means Regional Power Corporation trading as Horizon Power (ABN 57 955 011 697) of 1 Stovehill Rd Karratha, Western Australia.

written law means all Acts of the Western Australian Parliament and subsidiary legislation.

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

your equipment is defined in clause 8.2(c).

24.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporated;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
- (e) a reference to a clause is a reference to a clause of this *contract*;
- (f) headings are included for convenience and do not affect the interpretation of this *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*;
- (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.