

# Gas supply

## Residential Market Contract

Alinta Sales Pty Ltd trading as Alinta Energy

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/ /

.....  
**Signature of customer**

**Date**

.....  
**Name of customer**

**Notice if this is an unsolicited consumer agreement**

Guidelines about whether this is an unsolicited consumer agreement are set out on the following page.

**Important notice to the customer**

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement (if the agreement was negotiated by telephone). Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

**Please retain this document for your records.**



**alinta**energy

### **Further information about unsolicited consumer agreements**

The Australian Consumer Law sets out when an agreement is an “unsolicited consumer agreement”. If you would like more information about unsolicited consumer agreements, you should speak to the Australian Competition and Consumer Commission.

If you would like advice about whether your agreement with Alinta Energy is an unsolicited consumer agreement, you should seek legal advice.

For your information, we have set out the following guidelines about when an agreement may be an unsolicited consumer agreement.

### **Guidelines about when your agreement with Alinta Energy may be an unsolicited consumer agreement.**

- (1) This agreement may be an unsolicited consumer agreement if it is made as a result of negotiations between you and Alinta Energy:
  - (a) in each other’s presence at a place other than Alinta Energy’s business or trade premises or by telephone; and
  - (b) you did not invite Alinta Energy to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of the goods or services supplied under this agreement (whether or not you made such an invitation in relation to a different supply).
- (2) You are not a consumer, and this agreement is not an unsolicited consumer agreement, if you acquired the goods, or held yourself out as acquiring the goods:
  - (a) for the purpose of re-supply; or
  - (b) for the purpose of using them up or transforming them, in trade or commerce:
    - (i) in the course of a process of production or manufacture; or
    - (ii) in the course of repairing or treating other goods or fixtures on land.
- (3) The Australian Consumer Law and the regulations supporting it set out other circumstances in which an agreement may be an unsolicited consumer agreement and also provide a number of exceptions and further detail relating to the above information.

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## 1 What these terms and conditions are about

These are the terms and conditions forming part of the legally binding *contract* for us to sell you gas at the *supply address*, and for you to pay us for that gas. This *contract* consists of (i) these terms and conditions; (ii) the *Offer Details*; and (iii) *Customer Acceptance Form* (when this *contract* is entered into other than over the telephone or as otherwise required by us).

Subject to all relevant laws, these terms and conditions set out *our* rights and obligations and *your* rights and obligations regarding that sale.

(Note: In this document we use italics to show you that some terms are defined in clause 31).

## 2 We will sell you gas

### 2.1 Gas supply

We will sell you gas on these terms and conditions.

These terms and conditions allow us to arrange for your gas supply to be turned off or reduced in some situations.

### 2.2 Service standards

We will supply gas to you in accordance with the standards of service set out in:

- (a) our *customer charter*; and
- (b) *relevant regulations* and *relevant code*.

## 3 Prices you will pay

### 3.1 You must pay us

Unless otherwise stated in the *Offer Details*, you must pay us a *standard residential price* for gas we supply to you under the *contract*.

### 3.2 What is the standard price?

There are two types of *standard prices*: a *standard residential price* and a *standard non-residential price*.

In addition, there is a different *standard price* for each of:

- (a) the Coastal area (this extends from Geraldton to Busselton and includes Perth); and
- (b) the Albany area; and
- (c) the Kalgoorlie-Boulder area.

The *standard price* can include a fixed component and a usage component that consists of a number of "steps", where the cost of gas changes depending on how much gas you use.

The fixed component and the steps of the usage component will be listed when we *publish* the *standard price* (see clause 31.2 about how we *publish* things).

The *standard price* will be no more than the maximum permitted by the *Gas Tariffs Regulations*.

### 3.3 Which price do you pay?

Your bill will show which *price* you are paying.

To qualify to pay the *standard residential price*, the *supply address* must be a "dwelling", and you must use your gas only for residential use. We can decide whether you qualify to pay the *standard residential price*.

A "dwelling" is a house, flat, home unit or other place of residence.

(Under the *Gas Tariffs Regulations*, a *standard residential price* will be payable for a *supply address* which is not a dwelling if the gas supplied to the *supply address* is separately metered and is solely for residential use.)

### 3.4 You must not use gas for a non-residential use

If you are paying the *price* or the *standard residential price*, you must not use gas for any non-residential use (for example, in a business or for commercial purposes) without giving us reasonable notice.

We can apply the *standard non-residential price* to you from the time if you use gas for a non-residential use.

If you don't give us reasonable notice of a non-residential use, we can backdate the *standard non-residential price* to the start of the non-residential use (up to a maximum of 12 months).

### 3.5 You must also pay fees

You must pay any *fees* which apply to you, in addition to the *price*.

We can charge you the following *fees*:

- (a) account application; and
- (b) credit card payment; and
- (c) dishonour; and
- (d) clean energy charge; and
- (e) retail market levy; and
- (f) account administration; and
- (g) bill copy; and
- (h) *meter* testing (see clause 4.3); and
- (i) overdue notices (see clause 7.3); and
- (j) final *meter* readings (see clause 16); and
- (k) turning off your gas in some circumstances (see clauses 20.1, 20.2, 20.4 and 20.7); and
- (l) turning your gas back on in some circumstances (see clauses 20.1, 20.2, 20.4, 20.7 and 20.8); and
- (m) removing or physically disconnecting the *meter* (see clause 22); and

- (n) replacing or physically reconnecting the *meter* (see clause 22); and
- (o) other non-standard connection costs.

We can charge other *fees* as well. If we charge or vary a *fee* not listed in this clause, we will *publish* it (see clause 31.2 about how we *publish* things).

### 3.6 We can change the price

We can change any *price* from time to time.

If you pay the *standard price* any change to the *standard price* will be in accordance with the *Gas Tariffs Regulations*. When we do so, we will notify you as soon as practicable after the variation is gazetted or *published* (as applicable) and, in any event, no later than *your next bill*.

## 4 How we calculate the amount of gas you have used

### 4.1 Measuring gas

The *meter* measures the volume of gas you use, but we will bill you according to the amount of energy in gas you use. (Volume is measured in cubic metres or cubic feet; energy is measured in *units*.)

Because gas is a naturally occurring substance, the amount of energy in a given volume of gas (called the “heating value”) changes from time to time. The *network operator* measures the *heating value* of gas at a number of places, and we will use those measurements to calculate the *heating value* of gas you use. Then, we will use that calculated *heating value* to convert the *meter’s* volume reading into an energy value, measured in *units*.

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

### 4.2 Meter reading

We or the *network operator* will ensure that *your meter* is read at the *supply address* at least once every 12 months, subject to an inability to read the *meter* or you performing and us accepting (at our discretion) a customer *meter* read. The reading on *your meter* is conclusive evidence of the volume of gas you have used, unless there is a metering inaccuracy.

If we or the *network operator* find that the *meter* is inaccurately measuring the volume of gas you use, we can arrange for the *meter* to be changed. There is no *fee* for this change.

### 4.3 You can ask for a meter test

You can ask to have *your meter* tested, to ensure it is measuring accurately.

If it is measuring accurately, you must pay a *meter testing fee*. If it is not measuring accurately:

- (a) you do not need to pay a *meter testing fee*; and
- (b) the *network operator* will decide whether the *meter* needs to be repaired or replaced; and
- (c) clause 8 explains how we will deal with any undercharging or overcharging caused by the inaccurate *meter*.

There is no *fee* for having an inaccurate *meter* repaired or replaced, unless you have damaged or interfered with the *network equipment*.

(By “accurate”, we mean measuring at least as accurately as the law requires.)

We will try to respond to *your* request for a *meter* test within seven (7) *business days*.

## 5 We can base your bill on estimates of your gas use

If we don’t have an actual *meter* reading available in time to prepare *your* bill (for example, if it wasn’t possible to access *your meter* to read it, or you are leaving the *supply address* and need a final bill immediately), we can use estimates of the volume of gas you use based on either:

- (a) *your* prior billing history; or
- (b) if you have no prior billing history, *our* estimate of the average gas use:
  - (i) at the *price* you are paying; or
  - (ii) for *your* type of *meter*; or
  - (iii) at the *supply address*.

If we use estimates in *your* bill:

- (c) we will say on *your* bill that we have done so; and
- (d) the estimates will be calculated using the methods set out in the *retail market rules*; and
- (e) except in the case of a final bill, we will adjust *your* bill if an actual *meter* reading subsequently becomes available.

If we use estimates in *your* bill because it wasn’t possible to access *your meter* and later you request us to replace *your* bill with a bill based upon an actual *meter* reading, we will do so if you allow us to access *your meter* and if you pay us a reasonable *fee*.

Wherever the *contract* refers to a *meter* reading, it includes an estimation under this clause.

## 6 How we will bill you

### 6.1 When bills are issued

We can decide how often we bill you. It will normally be (approximately) once every 3 months. We can change how often we bill you.

## 6.2 Contents

Each bill will show the information required to be included in accordance with the *relevant regulations* and *relevant codes*.

Each bill will show:

- (a) the dates of the *meter* readings at the start and end of the billing period or the dates over which a volume of gas has been estimated; and
- (b) the *meter* reading at the end of the billing period or estimated volume of gas *you* have used during the billing period; and
- (c) the actual or estimated number of *units* of gas *you* used during the billing period; and
- (d) the average daily cost of gas consumption; and
- (e) the average daily consumption; and
- (f) the *price* or *prices* which applied to *you* for the billing period; and
- (g) the amount of any other *fees* or charges and details of the service provided; and
- (h) the interest rate *we* have charged on any outstanding amounts; and
- (i) the *meter* number or property number; and
- (j) the amount payable or in credit for the billing period; and
- (k) the due date, which will be at least 12 *business days* after the date of the bill; and
- (l) a summary of payment methods and instalment payment options available to *you* under clause 7.2; and
- (m) *our* contact telephone number for billing and payment enquiries; and
- (n) the 24-hour contact telephone number for faults and emergencies; and
- (o) the *supply address* to which the bill relates and any relevant mailing address; and
- (p) *your* name and *your* account number; and
- (q) (if *you* are paying the *price* or *standard residential price*), details of any concession that *we* or the Government offer, how *you* may find out if *you* are eligible for such concessions and the value of any concessions provided to *you*; and
- (r) the availability of interpreter services; and
- (s) the availability, upon payment by *you* of a charge, of an *Economic Regulation Authority* approved *meter* accuracy test and the refund of the testing charge to *you* if the *meter* is found to favour *us* by more than allowable in the relevant distribution standards; and
- (t) *our* contact telephone number if *you* are experiencing financial difficulties; and
- (u) the details of any *refundable advance*; and
- (v) the contact details for the *Energy Ombudsman*.

*We* will itemise *prices*, *fees*, charges or adjustments and any *refundable advances* separately in each bill.

If *we* provide any additional goods or services to *you* and *we* choose to include them in *your* bill, *we* will itemise the charges for such goods or services separately, together with a description of those goods or services, and:

- (w) if *you* tell *us* how *you* wish to apply any payments received from *you* for the goods or services – *we* will apply those payments in accordance with *your* wishes; or
- (x) otherwise – *we* will apply those payments, to the *prices*, *fees*, charges or adjustments in clauses 6.2(f) and 6.2(g), before allocating the payments to the goods or services.

If such goods or services include electricity *we* will apply those payments equally to the electricity charge and the *prices*, *fees*, charges or adjustments in clauses 6.2(f) and 6.2(g), before allocating the payments to any other goods or services.

## 7 Paying your bill

### 7.1 You must pay your bill

For each bill, *you* must pay the full amount payable by the due date. *We* will give *you* options as to how *you* can pay *your* bill. The bill will show the options available, which include:

- (a) paying in person; and
- (b) paying by mail; and
- (c) paying by direct debit; and
- (d) paying by BPay; and
- (e) (for residential customers) paying by credit card over the telephone and online.

### 7.2 Instalment payments

*You* may wish to pay *your* bill by instalments:

- (a) in advance towards *your* next bill; or
- (b) for amounts *you* owe to *us* (including disconnection and reconnection *fees*) and continuing gas use.

If *you* are going on holidays or will be away from home for a long period *you* may wish to pay *your* bill in advance or redirect *your* bill to another address.

*We* may also offer *you* instalment plans or other payment options:

- (c) generally; or
- (d) as an alternative to *you* paying a *refundable advance*.

*You* must contact *us* if *you* wish to use any of the above options.

We will consult with *you* as to the details of your instalment plan, in accordance with the *customer service code*.

If *you* have had two instalment plans cancelled in the previous 12 months due to non-payment, we do not have to offer *you* another instalment plan unless *you* give us reasonable assurance that *you* will comply with it.

### 7.3 If you don't pay your bill

If *you* don't pay the full amount payable by the due date:

- (a) we can charge *you* interest on the amount *you* haven't paid (clause 7.5 explains how we set the interest rate); and
- (b) we can turn off *your* gas (clause 20.1 explains how we can turn off *your* gas in this case); and
- (c) we can charge *you* a *fee* for each overdue account notice we send to *you*; and
- (d) we can shorten *your* billing cycle which means *you* may have to pay *your* bills more frequently. Once on a shortened billing cycle, if *you* pay three consecutive bills by the due date of each bill, *you* can request to be placed back on *your* original billing cycle.

If *you* pay by cheque and the cheque is dishonoured or reversed (these are often called "bounced"), and as a result we have to pay bank fees, *you* must reimburse *us* for those fees and also pay *us* an administration *fee*.

If *you* still haven't paid *your* bill in full after two (2) overdue notices, we can refer *your* debt to a debt collection agency. If we do, *you* must pay the agency's fees and any reasonable legal costs incurred in recovering *your* debt.

### 7.4 If you are having trouble paying

If *you* are having trouble paying *your* bills, *you* should let *us* know as soon as possible. *You* can write to *us*, call *our* Customer Service Centre, or email *us*. *Our* contact details appear in clause 32 and will appear on each bill.

Within three (3) *business days* of *you* informing us that *you* are having trouble paying *your* bill, we will assess *your* situation and if we consider that *you* are experiencing payment difficulties or financial hardship, we will then offer *you* the following options:

- (a) instalment plan options that are interest-free and *fee-free* under clause 7.2; and
- (b) additional time to pay *your* bill; and
- (c) the right to have *your* bill redirected to a third person; and
- (d) information about government assistance programs or concessions; and

- (e) information about independent financial counselling services and other relevant consumer representative organisations available to *you*.

In addition to the above options, we may also choose to offer *you* another arrangement which gives *you* additional time to pay *your* bill or to pay any amounts *you* owe to *us* (including any disconnection and reconnection *fees*) and enables *you* to continue to use gas.

If *you* request *us* to temporarily suspend all debt recovery and disconnection procedures, and *you* make an appointment with a relevant customer representative organisation to assess *your* capacity to pay, then we will temporarily suspend action for at least 15 *business days*.

### 7.5 Interest rate

The interest rate *you* pay on amounts *you* haven't paid *us* will be the standard interest rate we *publish* for customers paying the *standard price* (regardless of the *price you pay*). We can change the standard interest rates from time to time, and when we do we will *publish* the change (either on *our* website or in accordance with clause 31.2 about how we *publish* things).

(The interest rate will be three (3) percentage points above the quoted rate for a one (1) month bank bill quoted by one of the Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited or National Australia Bank Limited.)

## 8 If we undercharge or overcharge you

### 8.1 Undercharging

If we undercharge *you* because of an error, including a *meter* error, then we can ask *you* to make a correcting payment, but:

- (a) the correcting payment will only relate to errors for (at most) the 12 months before *your* most recent bill; and
- (b) we will show the correcting payment as a separate item in *your* bill, with an explanation; and
- (c) we will not charge *you* interest on the correcting payment.

*You* can pay the correcting payment by instalments under clause 7.2. We will not charge *you* interest on these instalments.

Clause 20.7 explains what happens if we undercharge *you* because of fraud, or because *you* have breached the *contract* (for example, by bypassing the *meter*).

## 8.2 Overcharging

If we overcharge you, then:

- (a) we will tell you within ten (10) business days after we discover the overcharging; and
- (b) we will give you a correcting refund; and
- (c) we will not pay you interest on the correcting refund.

You can choose whether we make the correcting refund as:

- (d) a credit to your account; or
- (e) a payment to you; or
- (f) a payment to someone else (if you tell us who, in writing),

except where the amount of a correcting refund is less than \$45, in which case we will automatically credit the amount to your account.

## 9 Information available to you

If you request it we will supply you with a copy of:

- (a) our customer charter; or
- (b) the Energy Coordination (Customer Contracts) Regulations 2004 or any relevant code; or
- (c) the fees and prices payable under the contract; or
- (d) information about how you can use energy more efficiently; or
- (e) your billing data for the previous 2 years (you may also request billing data for the period prior to this time subject to a reasonable charge); or
- (f) information about government assistance programs or financial counselling services (see clause 7.4 above); or
- (g) information on the types of concessions available to you and contact details of the organisation responsible for administering those concessions; or
- (h) information about our complaints handling process and how to contact the Energy Ombudsman if you are not satisfied with our handling of your complaint (see clause 12 below); or
- (i) our privacy policy; or
- (j) a copy of this contract; or
- (k) a combination of any or all of the above.

Unless a law or our trading licence requires us to provide the information free of charge, we can ask you to pay a reasonable charge.

## 10 Things you must tell us

You must tell us as soon as possible:

- (a) if there is a change in the person responsible for paying your bills; or
- (b) if there is a change in your billing address or contact details; or

- (c) if you change the way you use gas (for example, if you are paying the price or the standard residential price and wish to use gas for a non-residential use); or
- (d) if you change something at the supply address which makes our access to the meter more difficult; or
- (e) if you are planning a change to your equipment which might affect the quality or safety of any gas supply to you or anyone else; or
- (f) if you become aware of any gas leak or other problem with the network equipment, at or reasonably close to the supply address.

## 11 Things you must not do

You must not tamper with or bypass the meter, or allow anyone else to do so.

You must not, without our permission, turn your gas back on at the meter if it has been turned off by us or the network operator.

## 12 Complaints

We will manage any complaint by you in accordance with Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organizations.

You may make a complaint to us about anything we have done or have failed to do. If you are not satisfied with our response, you can raise the complaint to a higher level within our organisation.

If you are not satisfied with our handling of your complaint, you may refer the complaint to the Energy Ombudsman.

## 13 Network equipment and your equipment

We, or the network operator, in accordance with the relevant regulations and relevant codes, will provide, install and maintain network equipment. In particular, we or the network operator will install and maintain the meter, including the necessary ancillary equipment at the supply address.

All equipment located after (downstream of) the point where gas leaves the meter at your supply address that is used to transport, control or consume gas is your equipment (except any network equipment).

You must:

- (a) inspect and look after your equipment; and
- (b) keep your equipment in good working order and good condition; and
- (c) not let anyone other than a certified gas installer work on your equipment; and
- (d) protect network equipment from damage and interference; and
- (e) not use gas in a way that interferes with network equipment or with the supply of gas to anyone else, or in a way that causes loss to anyone else.

## 14 You must allow access to the supply address

You must let *us* or the *network operator* have safe and unrestricted access to the *supply address* when *we* or the *network operator* need it:

- (a) to read the *meter*; or
- (b) to inspect or *work on any network equipment*; or
- (c) to turn off *your* gas supply if *we* or the *network operator* think it necessary; or
- (d) to inspect *your equipment* (although *we* are under no obligation to do so); or
- (e) (at any reasonable time) for any other reason having to do with the *contract*.

We must give *you* notice before *we* or the *network operator* come onto the *supply address*, except:

- (f) for a routine *meter* reading or *meter* replacement; or
- (g) in an emergency; or
- (h) if *we* suspect gas is being used illegally at the *supply address* (for example, if *we* suspect that *you* are bypassing *your meter*).

Subject to *relevant regulations* and *relevant codes*, *we* will usually give *you* at least 24 hours notice before *we* or the *network operator* come onto the *supply address* (except for planned maintenance, where *we* will give *you* at least five (5) days' notice).

A person coming onto the *supply address* on *our* behalf must show *you* official identification that he or she is *our* agent.

## 15 Moving into the supply address

### 15.1 Existing gas connection

*You* must apply to *us* before *we* will supply gas to a *supply address* with an existing connection. *We* do not have to supply gas to *you* unless:

- (a) adequate gas supply is available (at the required volume and pressure) at the boundary of the *supply address*; and
- (b) *your equipment* complies with *relevant regulations*; and
- (c) a *meter* is installed at the *supply address* and available for *our* use and *you* let *us* or the *network operator* (as applicable) have access to the *supply address* under clause 14; and
- (d) any other requirements under *relevant regulations* are met.

If the above conditions are met, *we* will, unless agreed otherwise with *you*, forward *your* connection request to the *network operator*, where:

- (e) *you* have applied (in person, by telephone or in writing) before 3pm on a *business day* that same day, or the next *business day* if the request is received by *us* after 3pm or on a Saturday, Sunday or public holiday; and

- (f) *you* have provided *us* with acceptable identification; and
- (g) if the *supply address* is a rental property, *you* have provided *us* with contact details of the property's owner or agent; and
- (h) *you* have agreed to pay all relevant *prices* and *fees*; and
- (i) *you* have provided *us* with contact details for billing; and
- (j) *you* have provided *security* if *we* have required it (see clause 15.2 below); and
- (k) *you* have no outstanding debt relating to the supply of gas by *us* (other than debt which is the subject of a dispute or for which *we* have agreed an alternative payment plan with *you*); and
- (l) *you* have arranged for *us* to be provided with any notices and other information that *we* have requested; and
- (m) *you* have let *us* or the *network operator* (as applicable) have access to the *supply address* under clause 14.

We will arrange for *you* to be connected in accordance with the standards maintained by the *network operator*.

We can ask *you* to pay for all gas used at the *supply address* since the final *meter* reading was taken (clause 16 explains when the final *meter* reading is taken).

If *we* don't do a final *meter* reading on the day the previous customer moved out, *we* will estimate how much gas *you* used and how much the previous customer used. *We* will try to share the cost of gas between *you* and the previous customer:

- (n) so that *you* and the previous customer each pay a fair share; and
- (o) so that *we* don't overcharge or undercharge *you*.

### 15.2 Security

We can require *you* to provide *us* with adequate *security* against *your* future gas bills before connection to supply or continuation of supply.

We will only require *security* where:

- (a) *you* are a customer new to a *supply address* and do not have a satisfactory established account payment record in the same name at another *supply address*; or
- (b) *you* are a customer new to a *supply address* and do not have an acceptable credit reference (as determined by *us*); or
- (c) *your* gas has been turned off in accordance with clause 20.1, under the *contract* or a previous contract.

We may require the *security* as either or both:

- (d) a *payment deduction authority* for us to deduct payment for bills from *your* nominated credit card or bank account; or
- (e) a *refundable advance*.

The amount of the *refundable advance* shall be no greater than 1.5 times the average bill if *you* are on quarterly billing, and 2.5 times the average bill if *you* are on monthly billing. Average billing shall be calculated with reference to the consumption of similar customers or business types.

Where the *refundable advance* is an amount of money, the *refundable advance* will be kept in a separate account and separately identified in *our* accounting records. Interest will accrue on the *refundable advance* at the bank bill rate (as defined in the *relevant regulations*). Interest will accrue daily and will be capitalised every 90 days.

We will only use the *refundable advance* (plus any accrued interest) to offset any amount *you* owe to us:

- (f) if *you* have failed to pay a bill resulting in gas being turned off at *your supply address*; or
- (g) if *you* do not pay *your* final bill; or
- (h) if *you* have failed to pay a bill but we agree to use the *refundable advance* to avoid the need to turn *your* gas off; or
- (i) at *your* request if *you* are vacating the *supply address* or *you* ask us to turn gas off at the *supply address*; or
- (j) to offset any amount *you* owe us if *you* transfer to another gas supplier.

Where we use the *refundable advance* in accordance with this clause, we will provide *you* with an account of its use and pay the balance (if any) of the *refundable advance* together with remaining interest to *you* within ten (10) *business days*.

Where *you* have provided a *refundable advance* as *security* in accordance with this clause and *you* have completed two (2) years of payment of *our* bills by the due date of the initial bill we will, within ten (10) *business days*, inform *you* of the amount of the *refundable advance* including any interest payable and use this to credit *your* account unless otherwise instructed by *you*.

## 16 Moving out of the supply address

If *you* move out of the *supply address* you must:

- (a) give us at least five (5) days' notice; and
- (b) give us an address where the final bill can be sent.

We will take a final *meter* reading and then issue *you* with a final bill. We can charge *you* a fee for doing this.

If *you* leave the *supply address* and a new customer enters into a contract for that *supply address*, *you* will not be required to pay for any gas supplied after the new customer becomes obliged to pay for gas.

If the *meter* is not read on the day *you* move out, we will estimate as per clause 5 how much gas *you* used and how much the next customer used. We will apportion the cost of gas between *you* and the next customer:

- (i) so that *you* and the next customer each pay a fair share; and
- (ii) so that we don't overcharge or undercharge *you*.

If *you* give us at least five (5) days' notice before *you* move out, we will not ask *you* to pay for gas supplied from the day *you* move out.

If *you* don't give us at least five (5) days' notice before *you* move out, we can ask *you* to pay for gas used at the *supply address* for up to five (5) days after *you* have notified us that *you* have moved out. If *you* are forced to move out (for example, by eviction) with less than five (5) days' notice, and *you* let us know immediately, we will not ask *you* to pay for gas used at the *supply address* beyond the period of notice *you* were given.

## 17 If things happen beyond your control

*You* must pay *your* bill by the due date shown on the bill, even if something happens which is beyond *your* control.

Otherwise, if something beyond *your* control happens which makes *you* breach the *contract*:

- (a) *you* must tell us immediately; and
- (b) we will excuse that breach for as long as the thing beyond *your* control lasts.

## 18 If things happen beyond our control

If something beyond *our* control happens which makes us breach the *contract*, *you* must excuse that breach for as long as the thing beyond *our* control lasts.

## 19 We can change these terms and conditions

We can change these terms and conditions. We will *publish* the changed terms and conditions and the date from which the change commences (see clause 31.2 about how we *publish* things). The terms and conditions will change on the *published* date. If *you* do not agree with any amendment to these terms and conditions, *you* may terminate this *contract* in accordance with clause 24.1 of these terms and conditions or elect to be supplied under our *Gas Supply Standard Form Contract Terms and Conditions*.

From time to time at *our* sole discretion we may make available to *you* promotions or bonus offers. If *you* choose to register for a promotion or bonus offer any terms of the promotion or bonus will be incorporated in and form part of this *contract*.

## 20 When your gas can be turned off, and when it will be turned on again

### 20.1 Unpaid bills

We can turn off *your* gas or arrange for the *network operator* to turn off *your* gas if:

- (a) *you* haven't paid *your* bill for this *supply address* (or any previous *address*) in full by the due date shown on the bill; and
- (b) we haven't agreed to an alternative payment plan for the amount *you* owe *us*; or
- (c) we have agreed to an alternative payment plan for the amount *you* owe *us* but *you* don't keep to that plan.

*Your* gas cannot be turned off if the unpaid amount of *your* bill:

- (d) is for *our* supplying or installing an appliance; or
- (e) is less than *your* average bill over the past 12 months and *you* have agreed with *us* to repay the amount; or
- (f) doesn't relate to the supply of gas but relates to some other good or service.

Before *your* gas can be turned off for non-payment of a bill, we will:

- (g) give *you* (in writing):
  - (i) a "reminder notice" at least 14 *business days* after the date the bill was issued, advising that payment is overdue and requiring *you* to pay by a specified date (which will be at least 20 *business days* after the date the bill was issued); and
  - (ii) if *you* then fail to pay by the date specified in the reminder notice, a "disconnection warning notice" at least 22 *business days* after the date the bill was issued, requiring *you* to pay by a specified date (which will be at least ten (10) *business days* after the date of the disconnection warning notice); and
- (h) do *our* best to contact *you* (in person, by telephone, by electronic means or in writing); and
- (i) if *you* are paying the *price* or the *standard residential price*:
  - (i) offer *you* an alternative payment plan; and
  - (ii) give *you* the information required in clause 6.2(a);

We will not turn off *your* gas (or arrange for the *network operator* to turn off *your* gas) unless *you* have not accepted an offer under clauses 20.1(i) (i), or *you* accept an offer but don't take any reasonable action towards settling the debt within the time specified in the offer.

We will comply with the *customer service code* when we turn off *your* gas or arrange for the *network operator* to turn off *your* gas.

We can charge *you* a *fee* for turning off (or arranging for the *network operator* to turn off) *your* gas.

If *your* gas is turned off for this reason and *you* either pay the amount due in full or agree to an alternative payment plan, we will turn *your* gas back on or arrange for the *network operator* to turn *your* gas back on.

We can charge *you* a *fee* for turning *your* gas back on (or for arranging for the *network operator* to turn *your* gas back on).

### 20.2 Not allowing access to the meter

If *you* don't give *us* or the *network operator* safe and unrestricted access to the *supply address* to read the *meter*, we can turn off *your* gas or arrange for the *network operator* to turn off *your* gas. Before *your* gas is turned off for this reason:

- (a) we or the *network operator* will try to access the *meter* on at least three (3) consecutive *meter* readings; and
- (b) prior to issuing a disconnection warning notice under clause 20.2(e), each time we or the *network operator* can't get access we will give *you* in writing five (5) *business days'* notice:
  - (i) advising of the next date or timeframe of a scheduled *meter* reading at the *supply address*;
  - (ii) requesting access to the *meter* and the *supply address* for the purpose of the scheduled *meter* reading; and
  - (iii) advising *you* of *our* ability to arrange disconnection of *your* gas if *you* fail to provide access to the *meter*; and
- (c) we will give *you* a chance to give *us* or the *network operator* access by some other reasonable means; and
- (d) we will use *our* best endeavours to contact *you* personally, by telephone or in writing; and
- (e) we will give *you* a written disconnection warning notice advising *you* that *your* gas will be turned off on a day that is at least five (5) *business days* after *you* are deemed to have received the disconnection warning notice.

We can charge *you* a *fee* for turning off *your* gas or arranging for the *network operator* to turn it off.

If *your* gas is turned off for this reason and *you* provide access to the *meter* within ten (10) *business days* after *your* gas is turned off, we will turn *your* gas back on or arrange for the *network operator* to turn *your* gas back on. We can charge *you* a *fee* for turning *your* gas back on (or for arranging for the *network operator* to turn *your* gas back on).

### 20.3 Emergencies

We can always turn off *your* gas or arrange for the *network operator* to turn off *your* gas without giving notice to *you* in an emergency, or if necessary to reduce the risk of fire or to comply with a law. In this case, *you* can get information on the nature of the emergency and an estimate of when gas supply is likely to be restored by contacting the 24 hour emergency line.

We will try to turn *your* gas on or arrange for the *network operator* to turn *your* gas on again as soon as possible (and in any case, within 20 *business days* after the situation has been rectified).

Nothing in the *contract* limits *our* statutory powers in relation to emergencies and safety.

### 20.4 Health or safety reasons

We can always turn off *your* gas or arrange for the *network operator* to turn off *your* gas for health or safety reasons, but before *your* gas is turned off for this reason we will:

- (a) notify *you* in writing of the reason; and
- (b) if we think *you* can fix the reason, we will give *you* five (5) *business days* to fix or remove the reason; and
- (c) if the reason remains after that five (5) *business day* period, we will give *you* a written notice advising *you* of *our* intention to disconnect *your* gas on a day that is a further five (5) *business days* after *you* are deemed to have received the written disconnection notice.

We can charge *you* a fee for turning off (or arranging for the *network operator* to turn off) *your* gas if the problem is *your* fault or is in *your* equipment.

If we or the *network operator* have turned *your* gas off, after we are satisfied that *you* have fixed the problem, we will try to turn *your* gas on or arrange for the *network operator* to turn *your* gas on again as soon as possible (and in any case, within 20 *business days* after the situation has been rectified).

We can charge *you* a fee for turning *your* gas back on (or for arranging for the *network operator* to turn *your* gas back on) if the problem was *your* fault or was in *your* equipment.

### 20.5 Legal requirement

We can turn off *your* gas or arrange for the *network operator* to turn off *your* gas for a period of time without notice to *you*, if required by law to do so. In this case, or if we ask *you* to use less gas or stop using gas, *you* must do as we ask.

We will do *our* best to turn on *your* gas or arrange for the *network operator* to turn *your* gas on again as soon as possible.

### 20.6 Planned maintenance

We can turn off or interrupt *your* gas supply or arrange for the *network operator* to turn off or interrupt *your* gas supply when it is necessary for the *network operator* to carry out *work* on the gas network. We will use *our* best endeavours to ensure that any such interruptions to supply are minimised. Subject to any *relevant regulations*, we will give *you* at least four (4) days notice before interrupting or disconnecting *your* gas supply due to planned *work* on the gas network.

We will do *our* best to restore *your* gas supply or arrange for the *network operator* to turn *your* gas on as soon as reasonably practicable (and in any case within 20 *business days* after the situation that caused *your* gas to be turned off has been rectified).

### 20.7 Unauthorised use of gas

We can turn off *your* gas or arrange for the *network operator* to turn off *your* gas:

- (a) if *you* commit a fraud relating to *our* supply of gas to *you* at the *supply address*; or
- (b) if *you* get gas supplied to the *supply address* illegally; or
- (c) if *you* get gas supplied to the *supply address* in breach of the *contract*; or
- (d) if *you* get gas supplied to the *supply address* in breach of a *relevant code* or *relevant regulation*.

We can charge *you* a fee for turning off (or arranging for the *network operator* to turn off) *your* gas, and we can ask *you* to pay any reasonable costs incurred in the process of turning off *your* gas.

In addition, we or the *network operator* can measure (or estimate if necessary) any *units* of gas which *you* haven't paid for, and ask *you* to pay for those *units*.

If we or the *network operator* turn off *your* gas for this reason and *you* stop obtaining *your* gas in the unauthorised way and pay all amounts owing within ten (10) *business days* after *your* gas is turned off, we will turn *your* gas back on or arrange for the *network operator* to turn *your* gas back on.

We can charge *you* a fee for turning *your* gas back on or for arranging for the *network operator* to turn *your* gas back on.

If we think *you* have used gas illegally, we can tell the *Economic Regulation Authority*, the Director of Energy Safety or the Police (as appropriate), and give them any information we have in relation to *your* illegal use.

## 20.8 Refundable advance

We can turn off *your* gas or arrange for the *network operator* to turn off *your* gas if *you* haven't paid *your refundable advance* or provided any other *security* as required under clause 15. Before *your* gas is turned off for this reason, we will give *you* a written disconnection notice five (5) *business days* before *your* gas is actually turned off.

If *you* pay the *refundable advance* within ten (10) *business days* after we turn *your* gas off, we will turn *your* gas back on.

We can charge *you* a *fee* for turning *your* gas back on (or for arranging for the *network operator* to turn *your* gas back on).

## 21 When your gas cannot be turned off

*Your* gas cannot be turned off:

- (a) where *you* have provided *us* with a written statement from a *medical practitioner* that continued supply of gas is necessary to protect the health of a person living at the *supply address*; or
- (b) where *you* have agreed to an alternative payment plan under clause 20 and *you* have not deviated from this plan; or
- (c) if *you* have made a complaint, directly related to the reason for *your* gas being turned off, to the *Energy Ombudsman*, and the complaint remains unresolved; or
- (d) if *you* have made an application for a government concession or grant and the application has not been decided; or
- (e) where the unpaid amount in *your* bill doesn't relate to the supply of gas but relates to some other good or service; or
- (f) after 3pm on a weekday, or on a Friday or the day before a public holiday or a weekend or public holiday (except where required for a planned interruption).

The above do not restrict clauses 20.3, 20.4, and 20.5. In addition, clauses 20.1 to 20.8 usually require *us* to do things before *your* gas can be turned off.

## 22 If you have been disconnected, the meter can be removed or physically disconnected

Whenever *your* gas is turned off under the *contract*, we can remove the *meter* or physically disconnect the *meter* (or arrange for the *network operator* to do this), at the same time *your* gas is turned off, or at a later time.

The *fees* for turning off *your* gas and turning *your* gas back on can include separate *fees* for:

- (a) removing or physically disconnecting the *meter*; and
- (b) replacing or physically reconnecting the *meter*.

No *fees* for removing or replacing *your meter* or reconnecting *your* gas will be charged where *your* gas has been turned off under clause 20.3, 20.4 (except as set out in clause 20.4), 20.5 or 20.6 of this *contract*.

## 23 When your gas will be turned back on

We will use *our* best endeavours to have *your* gas turned back on according to the deadlines in the following table:

If <i>you</i> ask <i>us</i> to turn <i>your</i> gas back on...	...then we will:
before 3.00pm on a <i>business day</i>	use <i>our</i> best endeavours to turn <i>your</i> gas back on, on the same day the request is made
after 3.00pm on a <i>business day</i> , or on a day which is not a <i>business day</i>	turn <i>your</i> gas back on as soon as possible on the next <i>business day</i>
after 3.00pm on a <i>business day</i> or on a day which is not a <i>business day</i> , and <i>you</i> pay <i>our fee</i> for turning <i>your</i> gas back on after-hours	turn <i>your</i> gas back on, on the same day as the request is made

(The above deadlines will not apply if the *meter* has been removed or physically disconnected.)

## 24 Ending the contract

### 24.1 You can end the contract

If we have agreed a fixed supply period with *you* as set out in the *Offer Details*, *you* can end the *contract* at any time but *you* must give *us* at least 20 *business days'* notice before *you* want the *contract* to end and we may charge *you* an *early termination charge*.

If we have not agreed a fixed supply period with *you*, *you* can end the *contract* at any time, but (unless *you* transfer to another gas supplier under clause 24.3) *you* must give *us* at least three (3) *business days'* notice prior to the day *you* want the *contract* to end.

If this *contract* is an *unsolicited consumer agreement*, then *you* can end the *contract* within the *cooling-off period* by giving *us* notice that *you* want the *contract* to end. There are laws, including the *Australian Consumer Law* and *relevant regulations*, that limit *our* ability to supply *you* gas during the *cooling-off period*, except in certain circumstances. Subject to all *relevant regulations* and *relevant codes* (including the *Australian Consumer Law*), if *you* request *us* to supply *you* with gas during the *cooling-off period* but end the *contract* during the *cooling-off period*, *you* must pay *us* for any gas supplied.

If you do not agree with any amendment to these terms and conditions made by us under clause 19 (other than an amendment by us to comply with a *relevant code* or *relevant regulation* or for any other reason we consider reasonably necessary), you may terminate this *contract* by giving us at least three (3) *business days'* notice prior to the day you want the *contract* to end and no *early termination charge* in respect of the *contract* for a fixed supply period (if applicable) will apply.

#### 24.2 We can end the contract

We can end the *contract*, or turn off your gas or arrange for the *network operator* to turn off your gas, without giving notice to you if you:

- (a) become insolvent; or
- (b) go into liquidation; or
- (c) commit an act of bankruptcy; or
- (d) commit a substantial breach of the *contract* (for example, if you bypass your meter or allow gas delivered to your supply address to be used at another supply address).

Subject to clause 24.2A, we can end the *contract* by writing to you saying the *contract* is ended. Clause 24.4 explains what happens when the *contract* ends.

We can agree with you on alternative ways of dealing with one of these situations.

If we end the *contract*, or turn off your gas or arrange for the *network operator* to turn off your gas, under this clause, before we supply you gas again we can require you to give us a *refundable advance*. This *refundable advance* will be incorporated as a special condition to the *contract*.

#### 24.2A When we cannot end the contract

Other than if you commit a substantial breach of the *contract* (for example, if you bypass your meter or allow gas delivered to your supply address to be used at another supply address), we will not end the *contract* if you commit a breach of the *contract* unless:

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

#### 24.3 When the contract ends

If you enter into a different contract with us, this *contract* ends when the cooling-off period of the new contract ends.

If you enter into a contract with a different gas supplier, the *contract* ends when you have been transferred to the other gas supplier in accordance with the *retail market rules*.

If your gas is turned off under the *contract*, the *contract* won't end until you no longer have any right to have your gas turned back on under the *contract*, law or a *relevant code*.

#### 24.4 What happens when the contract ends

If either you or us end the *contract*, on the last day of the *contract* we will (as applicable):

- (a) turn off your gas or arrange for the *network operator* to turn off your gas; or
- (b) if you have entered into a contract with a different gas supplier, take (or arrange for the *network operator* to take) a final meter reading. We will then issue you with a final bill; or
- (c) where you have not entered into a contract with a different gas supplier, continue to supply you with gas at the *supply address* in accordance with our *Gas Supply Standard Form Contract Terms and Conditions*.

Subject to any *relevant regulation* or *relevant code*, we will charge you a fee for turning off your gas (or having the *network operator* turn off your gas), taking (or having the *network operator* take) a final meter reading, and issuing a final bill.

Ending the *contract* does not release you or us from an obligation (such as an obligation to pay bills) which arose before the *contract* ended.

#### 25 You must not assign the contract

The *contract* is personal to you. You must not assign, transfer, subcontract or otherwise dispose of any of your rights or obligations under the *contract* unless we agree.

#### 26 We can assign the contract

We can assign the *contract*, without notice to you, to any person or company who we believe has reasonable commercial and technical capability to perform its obligations under the *contract*. If we do, we will tell you about the assignment, either before or as soon as is reasonably practicable after it happens.

#### 27 Duration

The *contract* will come into effect on the *Commencement Date* as set out in the *Offer Details*.

The *contract* will continue until terminated under clause 24 or if we have agreed a fixed supply period, the *expiry date* specified in the *Offer Details*.

#### 28 Privacy

We will comply with all relevant privacy legislation in relation to your personal information. We will keep information about you secure and only disclose such information about you to an officer, employee or legal or financial adviser of Alinta Energy if:

- (a) the disclosure is necessary to enable the recipient to perform its obligations or to exercise its rights under this *contract*; and
- (b) prior to the disclosure, the recipient is informed of their obligations in relation to the use of confidential information.

In addition, we will ensure that all personnel complete such privacy and other training as may be required to ensure confidentiality of *your* personal information is maintained.

We respect *your* privacy and will only use and disclose *your* personal information as permitted by the *Privacy Act 1988* (Cth) and the *Australian Privacy Principles*, and in accordance with *our* privacy policy.

A copy of *our* privacy policy is available on *our* website at [alintaenergy.com.au](http://alintaenergy.com.au). If *you* have any questions *you* can contact *our* Privacy Officer at [customer.services@alintaenergy.com.au](mailto:customer.services@alintaenergy.com.au).

## 29 Exclusion clause

### 29.1 No Warranty

The *Competition and Consumer Act 2010* (Cth), including the *Australian Consumer Law* as well as *relevant regulation* and *relevant codes* provide certain guarantees and warranties and give *you* other legal rights, in relation to the supply of goods and services from *us*. These rights and guarantees cannot be modified or excluded by any contract. Nothing in this *contract* purports to modify or exclude such guarantees or warranties that are required by law. Except as expressly set out in this *contract* and the *Australian Consumer Law*, we make no additional express guarantee, warranties or other representations under this *contract*. *Alinta Energy's* liability in respect of these guarantees is limited to the fullest extent permitted by law.

### 29.2 Consequential loss

This clause means that *you* might not be able to get compensation from *us* for some losses *you* might suffer as a result of *our* actions. The effect of this clause may be limited by law, in which case it has effect only as far as the law allows.

To the fullest extent permitted by law, we will not in any circumstances be liable to *you* for indirect damage, including:

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

## 30 Network operator

We supply gas, but don't own or operate the gas distribution network. The network is operated by the *network operator*, a separate company.

Where the *contract* refers to *us* or the *network operator* doing something (such as turning off *your* gas supply, or having access to the *supply address*, or inspecting, looking after or reading the *meter*), it will often be the *network operator* that does so in *our* place.

We will try to make sure that *our* contract with the *network operator* obliges the *network operator* to do any things that these terms and conditions oblige *us* to do, but which in fact can only be done by the *network operator*. (For example, we promise in these terms and conditions that if *your* gas is turned off due to work on the network, we will turn on *your* gas (or arrange for the *network operator* to turn on *your* gas) as soon as possible, but in fact this depends on how quickly the *network operator* completes the work.)

We will also try to make sure that when the *network operator* does things in *our* place under these terms and conditions, it complies with *relevant codes* and *relevant regulations* to the extent they apply.

## 31 Interpretation

### 31.1 Definitions

In these terms and conditions, unless the contrary intention is shown:

**"Alinta Energy"** means Alinta Sales Pty Ltd (ABN 92 089 531 984) trading as Alinta Energy; and

**"Australian Consumer Law"** means schedule 2 to the *Competition and Consumer Act 2010* (Cth); and

**"Australian Privacy Principles"** has the meaning given in the *Privacy Act 1988* (Cth); and

**"business day"** means a day which is not a Saturday, Sunday or public holiday in Western Australia; and

**"commencement date"** means the day the *contract* will come into effect as specified in the *Offer Details*; and

**"contract"** means the legally binding agreement between *you* and *us*, which consists of these terms and conditions, the *Offer Details* and *Customer Acceptance Form* (if applicable); and

**"cooling-off period"** means:

- (a) if the *contract* was not negotiated by telephone – the period of 10 *business days* from the start of the first business day after *you* signed this *contract*; or

(b) if the *contract* was negotiated by telephone – the period of 10 *business days* from the start of the first *business day* after you received a copy of this *contract* (including the *Offer Details*); and

“**Customer Acceptance Form**” means the form titled Customer Acceptance Form which we may require to be signed by you in accordance with clause 1 of this *contract*; and

“**customer charter**” means the Alinta Energy Gas Customer Service Charter (Western Australia) in effect from time to time; and

“**customer service code**” means the Compendium of Gas Customer Licence Obligations (also known as the Gas Customer Code) (unless an alternative customer service code is approved by the *Economic Regulation Authority*, in accordance with our *trading licence*, in which case it means the approved code); and

“**early termination charge**” means the charge payable as set out in the *Offer Details* if you end the *contract* for your convenience before the expiry date of the fixed supply period under clause 24.1 (if applicable); and

“**Economic Regulation Authority**” means the body established by the *Economic Regulation Authority Act 2003*; and

“**electronic means**” has the meaning given in the *customer service code*; and

“**Energy Ombudsman**” means the person approved by the *Economic Regulation Authority* under section 11ZPZ of the *Energy Coordination Act 1994*; and

“**expiry date**” means the date the *contract* ends as specified in the *Offer Details* (if applicable); and

“**fee**” means a fee other than a component of the *price* as specified in clause 3.5; and

“**Gas Marketing Code of Conduct**” means the *Gas Marketing Code of Conduct* (as amended from time to time) approved by the *Economic Regulation Authority* under section 11ZPM of the *Energy Coordination Act 1994*; and

“**Gas Supply Standard Form Contract Terms and Conditions**” means our standard form *contract* as amended from time to time and approved by the *Economic Regulation Authority*; and

“**Gas Tariffs Regulations**” means the *Energy Coordination (Gas Tariffs) Regulations 2000* and the *Gas Corporation (Business Disposal) (Gas Tariffs) Regulations 2000*; and

“**heating value**” has the meaning given to it in clause 4.1; and

“**medical practitioner**” means a person registered under the *Health Practitioner Regulation National (WA) Act 2010* in the medical profession; and

“**meter**” means the equipment we have installed (or will install) at the *supply address* to measure the volume of gas you use (and includes the short lengths of gas pipe which protrude from the meter); and

“**network equipment**” means equipment that is the property of the *network operator*, including the *meter* and any pipes, pressure regulators or other equipment used to transport, measure, or control gas for delivery to you, before (upstream of) the point where gas leaves the *meter*; and

“**network operator**” means the operator of the network from time to time and includes its employees, subcontractors, agents and successors in title; and

{Note: The *network operator* is called the ‘gas distribution operator’ in the *Energy Coordination Act 1994* and other *relevant regulations*.}

“**Offer Details**” means the document titled “Offer Details” which forms part of the *contract* between you and us; and

“**payment deduction authority**” means a verifiable consent authorising us to deduct monies from your nominated credit card or bank account in payment of energy bills; and

“**price**” means the price payable by you as set out in the *Offer Details*; and

“**publish**” means to publish a thing in the ways set out in clause 31.2; and

“**refundable advance**” means an amount of money or other arrangements acceptable to us as *security* against you defaulting on the payment of a bill; and

“**relevant codes**” means any codes and standards applying to our supply of gas to you under the *contract* including (as at the date of the *contract*) the *customer service code*, the *Gas Marketing Code of Conduct* and the *Australian Standard AS/NZS 10002:2014 Guidelines for complaint management in organizations*; and

“**relevant regulations**” means any laws and regulations applying to our supply of gas to you under the *contract*, including (as at the date of the *contract*) the *Energy Coordination Act 1994*, the *Energy Coordination (Customer Contracts) Regulations 2004*, and the *Gas Tariffs Regulations*; and

“**retail market rules**” is defined in section 11ZOA of the *Energy Coordination Act 1994*; and

“**security**” means either a *payment deduction authority* or *refundable advance* (or other form as agreed by *us*) required by *us* as security against payment of bills; and

“**standard non-residential price**” means the standard non-residential tariff applicable to the area in which the *supply address* is located that *we* are permitted to charge non-residential customers in accordance with the *Energy Coordination (Customer Contracts) Regulations 2004* from time to time; and

“**standard price**” means either the *standard residential price* or the *standard non-residential price*; and

“**standard residential price**” means the standard residential tariff applicable to the area in which the *supply address* is located that *we* are permitted to charge residential customers in accordance with the *Energy Coordination (Customer Contracts) Regulations 2004* from time to time; and

“**supply address**” means the address to which gas will be supplied under the *contract*; and

“**trading licence**” means *our* trading licence under the *Energy Coordination Act 1994*; and

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

“**unsolicited consumer agreement**” has the meaning given to that term in the *Australian Consumer Law*; and

“**we**” and “**us**” means Alinta Sales Pty Ltd (ABN 92 089 531 984) trading as Alinta Energy of Level 18, Raine Square, 300 Murray Street, Perth Western Australia, 6000, and includes *our* employees, subcontractors, agents and successors in title; and

“**work**” includes installing, operating, maintaining, renewing and replacing any *network equipment*; and

“**you**” means the person to whom gas is (or will be) supplied under the *contract*; and

“**your equipment**” means all pipes and equipment used to transport, control or consume gas located after (downstream of) the point where gas leaves the *meter* at *your supply address* (except any *network equipment*).

### 31.2 How we publish things

Where these terms and conditions say that *we* will *publish* a thing, *we* will:

- (a) advertise the thing in *The West Australian* newspaper (except where the thing relates solely to the Kalgoorlie-Boulder area, in which case *we* will advertise the thing in the *Kalgoorlie Miner* newspaper); or
- (b) place details of the thing on *our* website; or
- (c) post *you* a notice of the thing (this notice may be sent before *your* next bill, or may be sent with or printed on *your* next bill).

Where *we* are required by law to do so, *we* will also *publish* a thing by putting a notice in the *Government Gazette*.

### 31.3 Simple English

These terms and conditions are written in a “simple English” style. Accordingly, where:

- (a) a contract or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and
- (b) a provision of these terms and conditions appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style, the ideas are not to be taken to be different just because different forms of words were used.

For example:

- (c) “do *our* best” means “use best endeavours”; and
- (d) “try” means “use reasonable endeavours”; and
- (e) “end”, in relation to the *contract*, means “terminate”; and
- (f) “can” means there is a discretion as to whether the thing stated is done or not done; and
- (g) “will” and “must” both mean that the thing stated has to be done.

### 31.4 Other rules of interpretation

#### Interpretation Act

The rules of interpretation contained in the *Interpretation Act 1984 (WA)* apply to the interpretation of these terms and conditions, as though the *contract* were a written law, unless the contrary intention is shown.

#### Use of italic typeface

The fact that italic typeface has been applied to some words or expressions, it is solely to indicate that those words or expressions may be defined in clause 31.1 or elsewhere, and in interpreting this *contract* the fact that italic typeface has or has not been applied to a word or expression is to be disregarded. This clause 31.4 does not limit the application of clause 31.1.

## Examples

Examples do not limit the generality of a clause (including when the example is introduced by the word “**including**” or similar words).

## Laws, regulations, codes etc.

A reference to a law, regulation, code or standard is a reference to that law, regulation, code or standard as amended or replaced from time to time.

## Notes

Where information in this *contract* is set out in braces (namely “{” and “}”), the information:

- (a) is provided for information only and does not form part of this *contract*; and
- (b) is to be disregarded in interpreting this *contract*.

## 31.5 Miscellaneous

### Availability of contract

A copy of this *contract* or any other document referred to in this *contract* is available to you, free of charge, from Alinta Energy upon request.

### Governing law

The *contract* is governed and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the courts of Western Australia.

### No waiver

A failure, delay or partial exercise of a power or right by *us* is not a waiver of that power or right, and does not preclude a further exercise by *us* of that or any other power or right under the *contract*.

### Entire agreement

The *contract* constitutes the entire understanding between *you* and *us* concerning the subject matter of the *contract*. This clause operates to the extent permitted by law.

### Severability

If any clause of these terms and conditions is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

## Notices

Unless these terms and conditions say otherwise, notice under the *contract* does not have to be in writing.

Any written notice given under these terms and conditions must be sent to the address for service in the *contract*. Notice is deemed to be given and received according to the following table:

In the case of...	notice will be deemed to have been given and received...
oral communication, in person or by telephone	at time of communication
personal delivery	upon delivery
posting	two (2) <i>business days</i> after posting
facsimile	upon proof of transmission
email	when the sender's computer or other device from which the email was sent records that the email was successfully transmitted

If a notice would otherwise be taken to be received on a day that is not a *business day*, or after 5pm on a *business day*, then it is taken to be received at 9am on the next *business day*.

### Electronic communication

*You* agree that *we* can send any notices, communications or information under this *contract* to *you* by *electronic means*, including by email, using the details that *you* have provided. *We* can set any rules about how *we* will communicate things to *you* by *electronic means*, and what things may be communicated by *electronic means*, and *we* will tell *you* how to find out what those rules are.

## 32 Alinta Energy's contact details

### Registered office address

Level 13, Grosvenor Place, 225 George Street  
SYDNEY NSW 2000

### Business address

Level 18, Raine Square, 300 Murray Street  
PERTH WA 6000

### Postal address

PO Box 8348  
PERTH BC, WA 6849

### Telephone number

13 13 58  
(Monday to Friday 8.00am to 5.00pm)

### Facsimile

08 9486 3346

### E-mail

customer.services@alintaenergy.com.au

### Emergency telephone number

13 13 52  
(24 hours a day, 7 days a week)

### Website

alintaenergy.com.au

Any changes to *our* contact details will be *published*.

## Attachment

### Notice if this is an unsolicited consumer agreement

#### Your additional rights to cancel this agreement if this is an unsolicited consumer agreement

If this is an unsolicited consumer agreement, then in addition to your rights described in the agreement:

- (a) You have a right to cancel this agreement at any time:
  - (i) if the agreement was not negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which this agreement was made; or
  - (ii) if the agreement was negotiated by telephone – the period of 10 business days starting at the start of the first business day after the day on which you received a copy of this agreement.
- (b) You also have a right to cancel this agreement at any time within 3 months from and including the day after you signed or received this agreement if there has been a breach of sections 73, 74, or 75 of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).
- (c) You also have a right to cancel this agreement at any time within 6 months from and including the day after you signed or received this agreement if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth).

You may cancel this agreement by telling us over the telephone or in person that you would like to cancel the agreement or by:

- (a) giving us a notice personally; or
- (b) giving us or sending us a notice, in an envelope addressed to:  
Alinta Energy  
PO Box 8348  
PERTH BC, WA 6849; or
- (c) sending us an email to:  
customer.services@alintaenergy.com.au; or
- (d) sending us a fax to (08) 9486 3346,
- (e) saying that you would like to cancel the agreement.

You may use the notice **attached** to this agreement to let us know you would like to cancel the agreement.

## Section 82

### Australian Consumer Law

#### Cancellation notice – Unsolicited consumer agreement

#### Right to cancel this agreement within 10 business day cooling-off period

You have a right to cancel this agreement without any reason within 10 business days starting at the start of the first business day after the day you signed this agreement or received this agreement (if the agreement was negotiated by telephone).

#### Extended right to cancel this agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and **send it to the supplier.**

Alternatively, write a letter or send an email to the supplier.

#### Supplier details

Name: Alinta Energy  
Address: PO Box 8348  
PERTH BC, WA 6849

Email address: customer.services@alintaenergy.com.au

Fax number: (08) 9486 3346 or (08) 9486 3951

Details of goods or services supplied  
under the agreement:

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Cost of goods or services: \_\_\_\_\_

Date of agreement: \_\_\_\_\_

Transaction number (if any): \_\_\_\_\_

## Section 82

### Australian Consumer Law

#### Consumer details

Name of consumer: \_\_\_\_\_

Consumer's address: \_\_\_\_\_

#### I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer: \_\_\_\_\_

Date: \_\_\_\_\_

Alinta Sales Pty Ltd trading as Alinta Energy  
ABN: 92 089 531 984

PO Box 8348, PERTH BC, WA 6849

**T** 13 13 58

**F** 08 9486 3346

[customer.services@alintaenergy.com.au](mailto:customer.services@alintaenergy.com.au)

**alintaenergy.com.au**