



A guide to your gas supply

Standard Form Contract
Terms and Conditions

June 2020



alintaenergy

Contents

1	What these terms and conditions are about	4
2	We will sell you gas	4
2.1	Gas supply	4
2.2	Service standards	4
3	You will pay the standard prices	4
3.1	You must pay us a standard price	4
3.2	What are the standard prices?	4
3.3	Which standard price do you pay?	5
3.4	If you are paying the residential price, you must not use gas for a non-residential use	5
3.5	You must also pay fees	5
3.6	We can change the standard prices and the fees	6
4	How we calculate the amount of gas you have used	6
4.1	Measuring gas	6
4.2	Meter reading	7
4.3	You can ask for a meter test	7
5	We can base your bill on estimates of your gas use	8
6	How we will bill you	8
6.1	When bills are issued	8
6.2	Bill contents	8
7	Paying your bill	10
7.1	You must pay your bill	10
7.2	Instalment payments	11
7.3	If you don't pay your bill	11
7.4	If you are having trouble paying	12
7.5	Interest rate	13
8	If we undercharge or overcharge you	13
8.1	Undercharging	13
8.2	Overcharging	13
9	Information available to you	14
10	Things you must tell us	15
11	Things you must not do	15
12	Complaints	15
13	Network equipment and your equipment	16
14	You must allow access to the supply address	16
15	Moving into the supply address	17
15.1	New gas connection	17
15.2	Existing gas connection	18
15.3	Security	19

16	Moving out of the supply address	20
17	If things happen beyond your control	21
18	If things happen beyond our control	21
19	We can change these terms and conditions	21
19.1	How we can change these terms and conditions	21
19.2	If you don't like the changed terms and conditions	22
20	When your gas can be turned off, and when it will be turned on again	22
20.1	Unpaid bills	22
20.2	Not allowing access to the meter	23
20.3	Emergencies	24
20.4	Health or safety reasons	24
20.5	Legal requirement	25
20.6	Planned maintenance	25
20.7	Unauthorised use of gas	25
20.8	Refundable advance	26
21	When your gas cannot be turned off	26
22	If you have been disconnected, the meter can be removed or physically disconnected	27
23	When your gas will be turned back on	27
24	Ending the contract	28
24.1	You can end the contract	28
24.2	We can end the contract	29
24.3	When we cannot end the contract	29
24.4	When the contract ends	29
24.5	What happens when the contract ends	30
25	You must not assign the contract	30
26	We can assign the contract	30
27	Duration	30
28	Privacy	31
29	Protection for us (Exclusion clause)	31
30	Network Operator	32
31	Interpretation	32
31.1	Definitions	32
31.2	How we publish things	35
31.3	Simple English	35
31.4	Other rules of interpretation	36
31.5	Miscellaneous	37
32	Contact details	39

1 What these terms and conditions are about

These are the terms and conditions of the legally binding contract for us to sell you gas at the supply address, and for you to pay us for that gas.

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.

You can use as much gas as you want. The size of the meter limits the rate at which you can use gas. This is unlikely ever to be a problem for you, but if it is, we can arrange [sometimes at extra cost to you] to have a larger meter installed.

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 relevant regulations and relevant codes.

3 You will pay the standard prices

3.1 You must pay us a standard price

You must pay us a standard price for gas we supply to you under the contract.

3.2 What are the standard prices?

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

In addition, there is a different residential price and non-residential 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.

A 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].

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

3.3 Which standard price do you pay?

Your bill will show which price you are paying.

Unless you qualify to pay the residential price, you must pay the non-residential price.

To qualify to pay the 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 residential price.

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

Under the Gas Tariffs Regulations, a 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 If you are paying the residential price, you must not use gas for a non-residential use

If you are paying the 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 non-residential price to you from the time 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 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 standard price.

We can charge you the following fees:

- [a] account establishment; and
- [b] credit card payment; and
- [c] dishonour; and
- [d] account service; and
- [e] meter testing [see clause 4.3]; and
- [f] overdue notice [see clause 7.3]; and
- [g] meter readings [see clauses 4.2 and 16]; and
- [h] turning off your gas in some circumstances [see clauses 20.1, 20.2, 20.4 and 20.7]; and

- [i] turning your gas back on in some circumstances [see clauses 20.1, 20.2, 20.4, 20.7 and 20.8]; and
- [j] removing or physically disconnecting the meter [see clause 22]; and
- [k] replacing or physically reconnecting the meter [see clause 22]; and
- [l] gas connection works services; and
- [m] other non-standard connection costs.

We can charge other fees as well. If we charge a fee not listed in this clause, we will publish it.

We will publish the fees and any variations [see clause 31.2 about how we publish things].

3.6 We can change the standard prices and the fees

We can change any standard price or fee, and add new fees or remove fees, from time to time [in accordance with the Gas Tariffs Regulations]. When we do so, we will publish the changed price or fee, or the new price or fee, and the date from which the change commences [see clause 31.2 about how we publish things].

The price or fee will change on the published date.

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 on the gas network, and we use those measurements to calculate the heating value of gas you use. Then, we 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 gas [where required].

4.2 Meter reading

We or the network operator will read the meter at your supply address approximately once every 3 months and at least once every 12 months.

You are able to request a special meter reading – which involves your meter being read outside of this regular schedule. However, we can charge you an additional meter reading fee for this.

You must provide us or the network operator with safe and unhindered access to your meter to perform the meter reading.

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.

Where we or the network operator are unable to read the meter (for example because we or the network operator were not given access) we may request you perform a customer meter read in order to prepare your bill.

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 the relevant meter reading 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 either [approximately] once every three [3] months or once every month, unless we agree to a longer billing period with you.

We can change how often we bill you.

6.2 Bill contents

Unless you agree otherwise with us, each bill will include the following information:

- [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 number of days covered by the bill; and
- [e] the average daily cost of gas consumption, including charges ancillary to the consumption of gas; and
- [f] the average daily consumption; and
- [g] the price or prices which applied to you for the billing period; and
- [h] the amount of any other fees or charges and details of the service provided; and
- [i] the interest rate we have charged on any outstanding amounts; and
- [j] the meter number or property number; and
- [k] the Meter Installation Reference Number or "MIRN"; and
- [l] the amount due for the billing period; and
- [m] any amounts in arrears or credit; and
- [n] the due date, which will be at least 12 business days after the date of the bill; and
- [o] a summary of the applicable payment methods and instalment payment options available to you under clause 7.2; and
- [p] our contact telephone number for billing and payment enquiries; and
- [q] the network operator's 24-hour telephone number for faults and emergencies; and
- [r] the supply address to which the bill relates and any relevant mailing address; and
- [s] your name and your account number; and
- [t] [if you are paying the residential price], information on how you may find out the details of, and your eligibility for, any concessions and, if applicable, the value and type of any concessions that we administer; and
- [u] the telephone numbers for interpreter and teletypewriter (TTY) services; and
- [v] 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

- [w] our telephone number if you are experiencing problems paying your bill; and
- [x] our telephone number for complaints; and
- [y] the details of any refundable advance; and
- [z] the contact details for the Energy Ombudsman; and
- [aa] if applicable and not included on a separate statement, any payments made under an instalment plan and the total amount outstanding under the instalment plan.

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:

- [bb] 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
- [cc] otherwise – we will apply those payments to the prices, fees, charges or adjustments in clauses 6.2[g] and 6.2[h], 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[g] and 6.2[h], 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 may include:

- [a] paying in person;
- [b] paying by mail;
- [c] paying by direct debit;
- [d] paying by BPay;
- [e] for residential customers, paying by Centrepay; and
- [f] paying by credit card or debit card over the telephone and online.

We will not accept any alternative payment methods unless they have been specified on your bill or agreed by us with you in writing.

7.2 Instalment payments

If you are paying the residential price, you may request to pay your bill by instalments:

- [a] in advance towards your next bill; or
- [b] for amounts you owe to us [including any relevant fees] and for continuing gas use.

If you are going on holidays or will be away from home for a long period you may request 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 to request 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 on your bill:

- [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 a dishonour 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

We will not commence proceedings to recover your debt if:

- (a) You have advised us that you are experiencing payment difficulties or financial hardship and we have not complied with our obligations to assess you for payment difficulties or financial hardship; or
- (b) You are assessed as having payment difficulties or financial hardship and we have not offered you additional time to pay or an alternative payment arrangement; or
- (c) You continue to make the required payments under an alternative payment arrangement agreed by us with you in writing.

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. Our contact details appear in clause 32 and are included on each bill.

Within five [5] 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) an instalment plan that is interest-free and fee-free under clause 7.2; and
- (b) additional time to pay your bill.

If you are assessed as being in financial hardship, we will also advise you of:

- (c) the right to have your bill redirected to a third person at no charge; and
- (d) the payment methods available to you; and
- (e) information about financial assistance programs, grant schemes and concessions; and
- (f) different types of tariffs available to you; and
- (g) information about independent financial counselling services and other relevant consumer representative organisations available to you.

If we cannot make the assessment within five [5] business days, we will refer you to a relevant consumer representative to make the assessment.

If you inform us you are experiencing payment problems and you request us to temporarily suspend all debt recovery and disconnection procedures and you can demonstrate to us that you have made 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 you pay. We can change the standard interest rate from time to time, and when we do we will publish the change [see 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] if the correcting refund is \$100 or more we will tell you within ten [10] business days after we discover the overcharging, otherwise we will notify you on your next bill; 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;

and, if we receive your instructions within five [5] business days, we will pay the amount in accordance with your instructions within 12 business days of receiving those instructions.

If we do not receive instructions from you within five [5] business days, we will automatically credit the amount to your account.

If you owe a debt to us, provided you are not experiencing payment difficulties or financial hardship we may, with written notice, use the amount to set off the debt owed by you to us.

9 Information available to you

If you request it, we will advise how you can obtain a copy of:

- [a] the Energy Coordination [Customer Contracts] Regulations 2004 or any relevant code; or
- [b] the fees and prices payable under the contract; or
- [c] information about how you can use energy more efficiently; or
- [d] your billing data for the previous two [2] years [you may also request billing data for the period prior to this time subject to a reasonable charge]; or
- [e] contact details for finding information about government assistance programs or financial counselling services [see clause 7.4]; or
- [f] 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]; or
- [g] a combination of any or all of the above.

If you request it, we will supply you with a copy of our hardship policy at no 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 a 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

You may make a complaint to us about anything we have done or have failed to do.

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

If we receive a written complaint from you, we will:

- [a] acknowledge your complaint by telephone, email or other form of written correspondence within ten [10] business days; and
- [b] respond to your complaint by telephone, email or other form of written correspondence within 20 business days.

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 at your supply address, taking into account your wishes.

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 your gas supply off or on; or
- [d] to inspect your equipment [although we are under no obligation to do so]; or
- [e] 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 for the reasons specified in paragraphs [a] – [e] above [except for planned maintenance, where we will give you at least four [4] days' notice].

A person coming onto the supply address on our behalf must show you official identification that they are our agent.

15 Moving into the supply address

15.1 New gas connection

You must apply to us before we will supply gas to a supply address without 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] any notices of installation or completion concerning your equipment is provided by you to us if we request it; and
- [d] 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
- [e] any other requirements under relevant regulations are met.

If the above conditions are met, we will do our best to arrange for the network operator to connect you to a new gas connection at a supply address within 20 business days or at another time agreed with you, where:

- [f] you have applied [in person, by telephone or in writing] and 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 15.3]; and

- [k] you have no outstanding debt relating to the supply of gas by us [other than debt which is either the subject of a dispute or for which we have agreed to 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 charge you for gas used at the supply address from the date gas is connected to the meter installation at the supply address.

15.2 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 15.3]; 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] that we don't overcharge or undercharge you.

15.3 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; 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 we don't read the meter 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 try to share the cost of gas between you and the next customer:

- [c] so that you and the next customer each pay a fair share; and

[d] 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.

Because we don't operate the gas distribution network [clause 30 explains this further], one of the things which can happen beyond our control is that the network operator doesn't transport gas. We will use our contract with the network operator to try to make sure that this does not happen.

19 We can change these terms and conditions

19.1 How we can change these terms and conditions

We can change these terms and conditions without your consent [although before we can do this we must submit the changes for approval by the Economic Regulation Authority in accordance with relevant regulations].

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.

19.2 If you don't like the changed terms and conditions

If you don't agree to the changed terms and conditions of the contract, you can end the contract. Clause 24 explains how to do that.

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 for any previous supply 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 less than the amount approved and published by the Economic Regulation Authority in accordance with the customer service code and you have agreed with us to repay the amount outstanding; or
- [e] is less than your average bill over the past 12 months and you have agreed with us to repay the amount outstanding; 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 residential price:
 - [i] offer you an alternative payment plan; and
 - [ii] give you the information required in clause 6.2[t]; and
- [j] if you are not paying the residential price, offer you terms for an extension of time to pay beyond the original due date shown in the bill [which may include payment of interest].

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 [j], 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 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].

20.2 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 to obtain a reading of the meter for the purposes of issuing at least three [3] consecutive bills; 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, including 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 which destroys or damages, or threatens to destroy or damage, any property.

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 network operator's 24 hour emergency line.

We will try to turn your gas on [or arrange for the network operator to turn your gas on] again within two [2] business days of the emergency ceasing to exist.

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, except in an emergency as described in clause 20.3, 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 on your gas] 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 restore your gas supply] 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 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 Department of Mines, Industry Regulation and 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 15.3. 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 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 and you have entered into a payment arrangement acceptable to us in relation to payment for gas supplied; 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 are a residential customer and have made an application for a government concession, rebate, subsidy or grant administered by us 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 planned maintenance under clause 20.6].

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

If your gas has been turned off:

- [a] for failure to pay a bill [see clause 20.1]; or
- [b] because you did not provide us or the network operator access to the meter [see clause 20.2]; or
- [c] because of unauthorised use of gas [see clause 20.7],

we will arrange for your supply address to be reconnected subject to you:

- [d] making a request for reconnection; and

- [e] either:
 - [i] paying the fee for reconnection; or
 - [ii] agreeing to our offer of an instalment plan for paying the fee for reconnection.

We will forward your request for reconnection to the network operator:

- [f] that same business day, if
 - [i] the request is received by us before 3pm on a business day; or
 - [ii] if:
 - [A] the request is received by us after 3pm on a business day and before the close of normal business hours; and
 - [B] you pay the network operator's relevant after hours reconnection fee;
- [g] no later than 3pm on the next business day, if the request is received by us:
 - [i] after 3pm on a business day and you haven't paid the relevant after hours reconnection fee in accordance with clause 23f(ii)(B); or
 - [ii] on a Saturday, Sunday or public holiday.

24 Ending the contract

24.1 You can end the contract

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 of the day you want the contract to end.

If you have entered into the contract as a result of door to door marketing, you can end the contract within ten [10] business days after you enter into it ["cooling-off period"] by giving us notice that you want the contract to end.

We will not supply you gas during the cooling-off period unless you request us to supply you with gas during the cooling-off period.

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.

Clause 24.5 explains what happens when the contract ends.

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 24.3, we can end the contract by writing to you saying the contract is ended. Clause 24.5 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.

24.3 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.

24.4 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.

24.5 What happens when the contract ends

If either you or us end the contract, on the last day of the contract we will:

- [a] turn off your gas [or arrange for the network operator to turn off your gas]; and
- [b] take [or arrange for the network operator to take] a final meter reading.

We will then issue you with a final bill.

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.

We can arrange for the network operator to remove any network equipment at any time after the contract ends and you must let the network operator have safe and unrestricted access to the supply address to enable it to do so.

If you wish to start buying gas from us again, you will need to apply for a new contract.

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 earlier of the day we open your account at the supply address or on the day you commence consuming gas supplied by us. Unless you or us end the contract earlier under clause 24, the contract will continue for a period of one [1] year from the day it came into effect.

However, if one [1] year passes without either you or us ending the contract under clause 24, the contract will automatically be renewed for an additional one [1] year period, and so on, until either you or us ends the contract under clause 24.

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. If you have any questions you can contact our Privacy Officer. Contact details appear in clause 32.

29 Protection for us [Exclusion clause]

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.

Despite anything else the contract says, and despite anything outside the contract, we will only ever be liable to you for direct damage. 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 state 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 collectively the companies within the Alinta Energy group, including Alinta Sales Pty Ltd trading as Alinta Energy; 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

“contract” means the legally binding agreement between you and us, of which these are the terms and conditions; and

“cooling-off period” has the meaning given to it in clause 24.1; and

“customer service code” means the Compendium of Gas Customer Licence Obligations as approved by the Economic Regulation Authority [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

“door to door marketing” means the marketing practice under which a gas marketing agent –

- [i] goes from place to place seeking out persons who may be prepared to enter, as customers, into contracts; and
- [ii] negotiates with those prospective customers (either directly or through another gas marketing agent) to enter into contracts for the supply of gas on behalf of a retailer or other third party.

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

“electronic means” means the internet, email, facsimile, SMS or other similar means but does not include telephone; and

“Energy Ombudsman” means the scheme established under section 11ZPZ(1) of the Energy Coordination Act 1994; and

“fee” means a fee other than a standard price; and

“gas marketing agent” means:

- [a] a person who acts on behalf of the holder of a trading licence:
 - [i] for the purpose of obtaining new customers for the licensee; or
 - [ii] in dealings with existing customers in relation to contracts for the supply of gas by the licensee; or
- [b] a representative, agent or employee of a person referred to in paragraph [a]; and
- [c] not a person who is a customer representative; 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 Law [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.}

“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 charge for selling gas as determined from time to time and published by us, and can include a fixed component and a usage component; 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 2017 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

“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

“**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 WA 6000, and includes our employees, subcontractors, agents and successors in title; and

“**work**” includes installing, operating, maintaining, renewing and/or replacing any 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] give 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.

The address of our website appears in clause 32 and will appear on each bill.

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 are 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 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

Applicable law

The contract is entered into under Western Australian law.

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	three [3] business days 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 5 pm on a business day, then it is taken to be received at 9 am 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.

If we cannot deliver any communications to you by electronic means, or if we know that you are not able to receive things by electronic means, then we can send those communications to you by other means, including by post.

32. Contact details

If you need to contact us, our contact details at the date of the contract are:

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 13 13 58

Monday to Friday from 7am to 7pm and Saturdays from 8am to 12pm WST.

(Local call fee from anywhere in WA excluding mobiles).

Interstate 1800 677 945

Overseas +61 8 9210 2005

E-mail [**customer.services@alintaenergy.com.au**](mailto:customer.services@alintaenergy.com.au)

Emergencies [WA] 24 hours a day, 7 days a week

Telephone 13 13 52

Privacy Officer

[**privacy@alintaenergy.com.au**](mailto:privacy@alintaenergy.com.au)

Internet

[**alintaenergy.com.au**](http://alintaenergy.com.au)

Any changes to our contact details will be published.

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

A PO Box 8348, PERTH BC, WA 6849
T 13 13 58
E customer.services@alintaenergy.com.au

alintaenergy.com.au



alintaenergy