



## Standard Form Contract for Electricity Supply - Terms and Conditions

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## 1. Information about these Terms and Conditions

These are the terms and conditions forming part of the legally binding *Contract* for *Us* to sell *You* electricity at the *Your premises*, and for *You* to pay *Us* for that electricity. These terms and conditions, along with the *Customer Schedule*, set out mutual obligations for the supply of electricity from *Us* to *You*.

These terms and conditions apply to the supply of electricity to customers consuming less than 160MWh of electricity per year and where the *contract* is not a result of door to door marketing.

The *Code of Conduct for the Supply of Electricity to Small Use Customers* (the "**Small Use Customer Code**") regulates the conduct of electricity retailers, metering agents and distributors. The *Small Use Customer Code* protects the interests of small use customers and covers most aspects involved in the supply of electricity including electricity marketing, billing, connection, disconnection, payment difficulties and dispute resolution.

A number of *Laws* and regulations, both Commonwealth and State, govern the activities involved in the supply of electricity. The two most directly applicable to these terms and conditions are the *Electricity Industry Act 2004* (WA) and the *Electricity Industry (Customer Contracts) Regulations 2005* (WA).

*We* and *Us* means Change Energy Pty Ltd (ACN 610 674 881) and *Our* has a corresponding meaning. *You* means the person/s taking a supply of electricity from *Us* at the *premises* and *Your* has a corresponding meaning.

*Italics* have been applied to some words or expressions to indicate that those words or expressions are defined in Clause 26.1 or elsewhere and are included for convenience and do not affect the interpretation of the *Contract*.

If *You* have any questions or concerns after reading this *Contract*, please contact *Us*. (See Clause 25.10 for *Our* details).

## 2. Supply of electricity

Subject to all relevant *Laws*, *We* agree to sell electricity to *You* at *Your Premises* and *You* agree to purchase electricity from *Us* in accordance with the terms and conditions as set out in this *Contract*. The quantity of electricity supplied by *Us* to *You* will be the amount measured by the *Meter* at *Your Premises*. *We* will also provide an account management service in accordance with the *Small Use Customer Code*.

## 3. When the *Contract* starts

This *Contract* starts on the date and time *We* agree to supply electricity to *You* or at any earlier time when electricity is deemed by *Law* to be supplied to *You* under the terms of this *Contract* ("**Commencement Date**").

*We* must sell and *You* must pay *Us* for electricity consumed at the *Premises* from the *Commencement Date*.

## 4. Prices and Fees

### 4.1 Customer Schedule

*We* will provide *You* with a *Customer Schedule* which shall include the following information:

- a) *Your* name;
- b) *Your* contact details;
- c) the supply address;
- d) some details of the *Electricity Supply Equipment* including *Your meter* number and NMI;
- e) the *Contract Price*; and
- f) the *Contract* date;

### 4.2 Prices

*You* are required to pay *Us* the *Contract Price* for the electricity *We* supply to *You* under this *Contract*. The *Contract Price* can include a fixed component and a usage component based on the amount of electricity *You* use. The usage component can be charged at different rates depending upon the amount and time of day *You* use the electricity.

### 4.3 Fees

*We* can charge *You* *Fees* that are in addition to the *Contract Price* as well as any taxes, levies, regulated charges, costs, fees and charges that *We* have to pay when *We* sell and supply electricity and other goods and services to *You*.

*You* must pay *Us* the *Fees* that apply to *You*. *We* can charge *You* *Fees* for:

- a) *Your* account application; and
- b) reading *Your Meter* when access was not possible (see clause 10); and

- c) testing *Your Meter* (see clause 5.2); and
- d) sending *You* overdue notices (see clause 6.4); and
- e) reading *Your Meter* when *You* move out of the *Premises* (see clause 11.5); and
- f) turning off *Your* electricity in some situations (see clause 12.3); and
- g) turning on *Your* electricity in some situations (see clause 13); and
- h) removing or physically disconnecting the *Meter* (see clause 12.8); and
- i) replacing or physically reconnecting the *Meter* (see clause 12.8); and
- j) other non-standard connection costs; and
- k) other *Fees*.

All charges identified in clauses 4.2 and 4.3 will be itemised on *Your* bills. For an explanation of *Our Fees* please visit *Our* website or call *Us*.

If *You* breach this *Contract* or a provision of the *Relevant Regulations* *You* will be required to pay any costs *We* incur as a result of that breach, as well as any *Fees* *We* charge in relation to that breach.

#### 4.4 Changes to the *Contract Prices* and *Fees*

*We* can change the *Contract Price* from time to time at *Our* discretion that *You* for the electricity *We* supply *You*. *We* can also change any *fee*, and add new *fees* or remove *fees*, from time to time. When *We* do so, *We* will *publish* the changed *Contract Price* or *Fee*, or the new *Contract Price* or *Fee*, and the date from which the change commences [see clause 25.9 about how *We* *publish* things].

The *Contract Price* or *Fee* will change on the *published* date.

## 5. How *We* calculate *Your* electricity use

### 5.1 Metering

The *meter* measures the quantity of electricity *You* use.

The *network operator* will read *Your meter* and *We* will bill *You* according to the quantity of electricity *You* used.

The reading on *Your meter* is conclusive evidence of the quantity of electricity *You* have used, unless there is a metering inaccuracy.

If *We* or the *network operator* find that the *meter* is inaccurately measuring the quantity of electricity *You* use, *We* can arrange for the *meter* to be changed. There is no *fee* for this change.

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) and it is reasonable for *Us* to do so, *We* can use estimates of the quantity of electricity *You* use.

If *We* base *Your* bill on an estimate of electricity consumption *We* will say on *Your* Bill that *We* have done so and, upon *Your* request:

- a) *We* will advise *You* of the basis and the reasons for the estimation; and
- b) arrange a *Meter* reading.

If *We* have provided *You* with a bill based on an estimate of electricity consumption, and accurate information subsequently becomes available (ie a *Meter* reading), *We* will include any adjustments in *Your* next bill so that *You* are not overcharged or undercharged. Clause 7 explains what will happen if *We* undercharge *You* or overcharge *You*.

### 5.2 *You* can ask for a *Meter* test

*You* can ask *Us* to test the *Meter* to ensure that it is measuring accurately and *We* will arrange for the *Network Operator* to test the *Meter* if *You* first pay to *Us* a *Meter* testing fee. If *We* find that the *Meter* is not measuring accurately, then *We* will refund the *Meter* testing fee to *You*. If the *Meter* is not measuring accurately, *We* will also arrange for the *Network Operator* to either repair or replace the *Meter* at no charge to *You*.

By "accurate", *We* mean the *Meter* is measuring as accurately as the *Law* requires.

## 6. Bills

### 6.1 When *We* will bill *You*

*We* will bill *You* at least once every three months and in accordance with the *Billing Cycle* that *We* set for *Our* customers from time to time, unless *We* and *You* have agreed otherwise. As an indication, *Our Billing Cycle* is no more than once every one month and no less than once every three months, except in the case of shortened billing cycles.

### 6.2 Contents of *Your* Bill

Each bill will show the information required to be included in accordance with clause 4.5 of the *Small Use Customer Code*. The *Contract Price* and other *Fees* will be separately itemised on *Your* bill. If *We* provide *You* with additional goods and services during the *Billing Cycle*, *We* will also include a description of those goods or services.

### 6.3 Paying *Your* bill

For each bill, *You* must pay the total amount payable by the due date specified in that bill. The due date will be at least 12 *Business Days* from the date of the bill.

The bill will specify a range of payment options, including payment in person and by mail.

If *You* are unable to use one of these options, *You* must contact *Us* as soon as reasonably possible to arrange redirecting *Your* bill or to make payments in advance.

### 6.4 If *You* do not pay *Your* bill

If *You* do not pay the total amount payable for any bill by the due date, then *We* can:

- a) send a *Disconnection Warning* to *You*; and
- b) charge *You* a fee for each overdue account notice *We* send to *You* (but only when *We* are legally entitled to charge a fee); and
- c) charge *You* interest on the amount *You* have not paid; and
- d) disconnect *Your* electricity supply; and
- e) shorten *Your Billing Cycle*.

The interest rate charged on outstanding amounts will be the standard rate *We publish* for customers paying the *Contract Price* *You* pay. *We* can change the standard rate and if *We* do, *We* will *publish* the changes.

If *You* do not pay the total amount payable for any bill after *We* send a *Disconnection Warning* to *You*, then *We* can refer *Your* debt to a debt collection agency for collection and if *We* do so, *You* must pay any costs that *We* incur in connection with the recovery of the unpaid bill (including the agency's *Fees* and any legal *Fees*).

If *You* pay a bill and the payment is dishonoured or reversed and, as a result, *We* incur costs or have to pay *Fees* to any other person, *You* must reimburse *Us* for those costs and *Fees*.

Unless *You* direct *Us* otherwise, *We* will apply *Your* payment to the amount due for *Your* electricity use before applying it to other items.

### 6.5 If *You* are having trouble paying *Your* bill

If *You* are having trouble paying *Your* bill, please notify *Us* as soon as possible. *We* will assess *Your* request within 3 *Business Days* and *We* will offer *You* assistance. As an indication and depending on the circumstances, *We* may offer *You*:

- a) instalment plan options, such as a *Payment Plan*;
- b) redirection of a bill to a third party; and
- c) information about, and referral to, government assistance programs

*You* can find out more information about payment options and government assistance by visiting *Our* website or calling *Us*.

## 7. Reviewing of bill

### 7.1 *You* can ask for *Your* bill to be reviewed

*You* can ask *Us* to review *Your* bill. Before *We* will review *Your* bill, *You* must agree to pay any future bills and pay the lesser of:

- a) the portion of the bill under review that *You* and *We* agree is not in dispute; or
- b) an amount equal to the average amount of *Your* bills for the previous 12 months.

If *We* review *Your* bill and find it to be incorrect, *We* will deal with the resulting overcharge or undercharge in accordance with these terms and conditions. If *We* find the bill is correct, *We*:

- 1) may require *You* to pay the unpaid amount;
- 2) must tell *You* that *You* may request to have *Your Meter* tested to establish whether it is measuring accurately; and
- 3) must tell *You* about *Our* complaints handling process and any external complaints handling processes.

If the *Meter* is found to comply with metering standards, *You* must pay *Us* all costs associated with the test and pay the amount of the bill.

## 7.2 Undercharging

*We* may recover from *You* any amount *You* have been undercharged. Where *You* have been undercharged as a result of *Our* error, including a metering error:

- a) *We* will only recover the amount undercharged in the last 12 months prior to the *Meter* reading date on the last bill sent to *You* (the "**Undercharged Amount**"); and
- b) *We* will not charge *You* interest on the *Undercharged Amount*; and
- c) *We* will show the *Undercharged Amount* as a separate item on *Your* bill, together with an explanation of the amount that was undercharged.

*We* will offer *You* the opportunity to pay the *Undercharged Amount* in instalments.

Where *We* have undercharged *You* as a result of fraud by *You*, *We* may take action against *You*. This may include:

- 1) disconnecting supply to *Your Premises* in certain circumstances;
- 2) estimating the electricity usage at the *Premises* for which *You* have not paid *Us*; and
- 3) taking debt recovery action against *You* for the unpaid amount as well as any disconnection costs and *Our* reasonable legal costs.

## 7.3 Overcharging

If *You* have been overcharged, *We* will:

- a) notify *You* of this overcharging within 10 *Business Days* after *We* become aware of the overcharging;
- b) provide *You* with a refund for the overcharged amount (the "**Correcting Refund**");
- c) refund any charge to *You* for testing the meter where the *Meter* is found to be defective; and
- d) not pay *You* interest on the *Correcting Refund*.

Where *We* are required to pay *You* a *Correcting Refund* under the *Contract*, *You* can choose whether *We* make the *Correcting Refund* as:

- 1) credit to *Your* account;
- 2) payment directly to *You*, or
- 3) a payment to a third party (as instructed by *You* in writing).

If *You* instruct *Us* in accordance with this clause 7.3 *We* will credit or repay the overpayment in accordance with *Your* instructions within 12 *Business Days* of receiving the instructions. If *We* do not receive any instructions from *You* within 20 *Business Days* of *Us* advising *You* of the overpayment, *We* will use *Our* reasonable endeavours to credit the amount overcharged to *Your* account.

## 7.4 Information available to *You*

*You* may request from *Us*:

- a) a copy of the *Small Use Customer Code*;
- b) information on the *Fees* and *Contract Prices* applicable to the *Contract* and, other prices, if any, available to *You* and the time of *Your* request;
- c) historical billing data;
- d) information on any concessions applicable to *You*;
- e) information on service standard payments available to *You* from *Us* or the *Network Operator*;

- f) information on energy efficiency;
- g) information on any *Network Access Tariffs* applicable to *Us*;
- h) information relating to the distribution of electricity or metering; or
- i) the *Contract*.

We will provide *You* with the relevant information in writing (if so requested) within 8 *Business Days* of *Your* request. Unless the Law requires *Us* to provide the information free of charge, We can ask *You* to pay a reasonable charge for the information.

## 8. Security

### 8.1 We can require security from *You*

We can require *You* to provide *Us* with security against *Your* future electricity bills before connection of supply or continuation of supply. Usually, security would be in the form of a cash deposit or a bank guarantee.

We will only require security from *You* where:

- a) You have failed to pay the bill by the due date in respect of three (3) bills in a 12 month period or two (2) consecutive bills; or
- b) at any time during the *Contract* that We reasonably determine that *Your* financial standing is such that there is a real possibility *You* will be unable to meet *Your* obligations under this *Contract*.

The amount of *Your* security will be no more than 1.5 times *Your* average bill if *You* pay quarterly or 2 times *Your* average bill if *You* pay monthly. To determine *Your* average bill, We can use *Your* billing history taken over the 3 preceding *Billing Cycles* or the consumption history of similar customers or business types.

If *You* provide a security under this clause, then:

- 1) We will keep the security in a trust account and identify it separately in *Our* accounting records; and
- 2) interest will accrue daily at the bank bill rate (as defined in the *Customer Contracts Regulations*) and is capitalised every 90 days unless paid. We will advise *You* of the bank bill rate if *You* ask *Us* to.

Where *You* have provided security in accordance with this clause and *You* have completed 2 years of payment of *Our* bills by the due date of the initial bill We will, within 10 business days, inform you of the amount of the security, including any interest payable, and use this to credit *Your* account unless otherwise instructed by *You*.

We will require, use and refund any security in a manner consistent with section 62 of the *Energy Operators (Powers) Act 1979* [WA]. If there is any inconsistency between that section and this clause, this clause will not apply to the extent of the inconsistency.

### 8.2 Use of the security *You* provide

We will only use *Your* security, together with any accrued interest, to offset any amount *You* owe *Us* if:

- a) *Your* failure to pay a bill resulted in the disconnection of supply at the *Premises*; or
- b) *You* default on a final bill; or
- c) *You* default on *Your* bill and *You* and *Us* agree that We can use the security to avoid disconnection; or
- d) *You* have so requested because *You* are leaving the *Premises* or asked *Us* to disconnect supply at the *Premises*; or
- e) *You* transfer to another retailer.

If We use *Your* security under clause 8.2 above, then within 10 *Business Days* We will provide *You* with an account and pay *You* any balance together with any interest.

## 9. Metering

### 9.1 Provision of *Equipment*

We or the *Network Operator* will provide, install and maintain *Electricity Supply Equipment*, including the *Meter* and necessary ancillary equipment at the *Premises*, after due consideration of *Your* wishes.

The *Electricity Supply Equipment* remains the property of the *Network Operator* at all times and the *Network Operator* is responsible for installing and maintaining the *Electricity Supply Equipment*.

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

## 9.2 Your responsibilities

You are responsible for keeping *Your Equipment* in good working order and condition and taking reasonable precautions to protect *Your Equipment* against surges or interruption in the electricity supplied to *You*. You must not let anyone other than the holder of an electrical worker's license granted under the *Electricity (Licensing) Regulations 1991 (WA)* work on *Your Equipment*.

You must not:

- a) tamper with, bypass, circumvent or otherwise interfere with the *Electricity Supply Equipment*; or
- b) do anything that will prevent *Us* from accessing the *Electricity Supply Equipment*; or
- c) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else; or
- d) unless *You* have *Our* permission, turn the *Meter* on if the *Meter* has been turned off by *Us* or by the *Network Operator*; or
- e) allow anyone else to do the things described in this clause 9.2.

## 10. You must allow access to the Premises

- a) You must let *Us* or persons nominated by *Us* (including the *Network Operator*) to have safe and unrestricted access to the *Premises* when *We* need it:
  - (i) to read the *Meter*; or
  - (ii) to inspect or work on the *Electricity Supply Equipment*; or
  - (iii) to inspect the electricity installation;
  - (iv) to disconnect or reconnect *Your* electricity supply; or
  - (v) to inspect or work on *Your Equipment*; or
  - (vi) for any other reason relating to the supply of electricity to the *Premises*
- b) *We* will give *You* 24 hours' notice before *We* or the *Network Operator* enters the *Premises* for the purposes allowed in this *Contract*, except:
  - (i) for routine *Meter* reading or *Meter* replacement; or
  - (ii) in an emergency; or
  - (iii) if *We* suspect that electricity is being used illegally at the *Premises*.
- c) Subject to relevant *Laws*, if *We* or the *Network Operator* enters the *Premises* for the purposes of planned work then *We* will usually give *You* at least 24 hours' notice before *We* come onto the *Premises*.
- d) Any representative of the *Network Operator* or *Us* who enters the *Premises* will wear, in a visible manner in accordance with *Our* or the *Network Operator's* requirements, official identification and will carry such identification and show it to *You* if *You* are at the *Premises*.

## 11. Electricity supply at Your premises

### 11.1 Your obligations before We supply electricity to You

If *You* move into the *Premises*, then before *We* supply *You* electricity at the *Premises*, *We* can require *You* to:

- a) apply to *Us* for electricity supply (by phone, by e-mail, in person or in writing) and provide *Us* with identification *We* consider acceptable; and
- b) provide *Us* with assurance that *We* will be able to access the *Meter* (and other *Electricity Supply Equipment*) according to clause 10 (Access); and
- c) provide *Us* with contact details for billing purposes; and
- d) provide *Us* with contact details of the property owner or agent if the *Premises* is a rental property; and
- e) in the case of a new electricity connection, provide *Us* with information about *Your* estimated electricity usage; and
- f) agree to pay *Us* all relevant charges and *Fees* according to this *Contract*; and
- g) provide *Us* with a security in accordance with clause 8.1 and

- h) pay *Us* any outstanding debt *You* owe *Us* for the supply of electricity at another *Premises* (but not debts that are subject to a dispute or repayment arrangements).

*We* will sell *You* electricity from the day that *Your* electricity supply is turned on at the *Premises*.

### 11.2 If there is an existing connection

If there is an existing electricity connection at the *Premises*, *We* can ask *You* to pay for all electricity used at the *Premises* since the final *Meter* reading was taken of the previous customer. If a final *Meter* reading was not conducted on the day the previous customer moved out of the *Premises*, *We* will estimate how much electricity *You* used and how much the previous customer used. *We* will try to share the cost of electricity between *You* and the previous customer:

- a) so that *You* and the previous customer each pay a fair share; and
- b) so that *We* do not overcharge or undercharge *You*.

*We* will use *Our* best endeavours to make supply available to *You* at the *Premises* by the date *We* agreed to sell *You* electricity or, if no date was agreed, within 20 *Business Days* from the date of *Your* application.

### 11.3 If there is no existing connection

If *You* move into the *Premises* and it does not already have an existing electricity connection, then before *We* supply *You* electricity at the *Premises* each of the following conditions must be satisfied:

- a) *You* do the things listed in clause 11.1 and
- b) the *Electricity Supply Equipment* (and its installation) complies with the regulatory requirements; and
- c) if *We* ask *You*, *You* have given *Us* notices of installation from an electricity installer; and
- d) there is an adequate supply available at the boundary of the *Premises*.

### 11.4 If *You* have engaged another retailer

If at the time of entering into the *Contract*, *You* are supplied electricity at the *Premises* by an electricity retailer other than *Us*, *We* will begin to supply *You* with electricity under the *Contract* on the date *You* are transferred from the other electricity retailer to *Us*.

Before *We* supply electricity to *You* at the *Premises*, each of the following conditions must be satisfied:

- a) *You* do the things listed in clause 11.1
- b) the *Electricity Supply Equipment* (and its installation) complies with the regulatory requirements;
- c) there is an adequate supply available at the boundary of the *Premises*; and
- d) the *Meter* at the *Premises* is available to use.

### 11.5 Moving out of the *Premises*

If *You* move out of the *Premises* and no longer wish to obtain electricity supply at the *Premises*, *You* must advise *Us*:

- a) at least 5 days before *You* move out; and
- b) of an address where the final bill can be sent.

If *You* advise *Us* as described in clause 11.5(a) and *You* move out of the *Premises* at the time specified in *Your* notice, *We* will make a final *Meter* reading on the day that *You* move out of the *Premises* and issue a final bill to *You*. In that case, *You* are only required to pay for electricity used up to the day *You* move out of the *Premises*.

If *You* advise *Us* as described in clause 11.5(a) and *You* move out of the *Premises* before the time specified in *Your* notice then *You* must pay for electricity up to the time specified in *Your* notice unless *You* have demonstrated to *Us* that *You* were evicted from the *Premises* or were otherwise required to vacate the *Premises*.

If *You* do not advise *Us* as described in clause 11.5(a) then subject to any applicable *Laws*, *We* may require *You* to pay for electricity used at the *Premises* for up to a maximum of 5 days after *We* discover that *You* have moved out of the *Premises*. However, *We* will not require *You* to pay for electricity used at the *Premises* from the time that a new customer has an obligation to pay for electricity supply at the *Premises* under a new *Contract*.

If *Your* final bill is in credit after *You* have paid *Us* all amounts payable under this clause 11.5 then *You* can choose to have *Us* credit *Your* new account with this amount or repay the amount to *You*.

## 12. Disconnection

### 12.1 In Emergencies

We can arrange for the *Network Operator* to turn off *Your* electricity at any time without notice to *You* in an *Emergency*, or if necessary to reduce the risk of fire or if required by *Law*. In this case, *You* can get information on the nature of the *Emergency* and an estimate of when electricity supply is likely to be restored by contacting the *Network Operator's* 24-hour emergency line.

We will do *Our* best to arrange for the *Network Operator* to turn *Your* electricity on again as soon as possible.

Nothing in the *Contract* limits *Our*, or the *Network Operator's*, statutory powers in relation to emergencies and safety.

### 12.2 Planned work

We can interrupt or disconnect *Your* electricity supply if the *Network Operator* needs to carry out planned work on the *Electricity Network*. If this occurs, We will provide *You* with notice of any planned work as required by any *Relevant Regulations*.

### 12.3 Other reasons *You* may be disconnected

We can arrange the *Network Operator* to disconnect *Your* electricity supply (and We can charge *You* a fee for disconnecting *Your* electricity supply) if We act in accordance with clause 12.4 and:

- a) *You* fail to pay a bill (either for the *Premises* or a previous *Premises*) in full by the due date shown on the bill (see clause 6 for information about billing); or
- b) *You* do not agree to a *Payment Plan* or other payment option; or
- c) *You* do not perform *Your* obligations under a *Payment Plan* or other payment option; or
- d) *You* do not give *Us* or the *Network Operator* safe and unrestricted access to the *Premises* or the *Meter* (see clause 10) for information accessing the *Premises*; or
- e) *You* commit a fraud relating to *Our* supply of electricity to *You* at the *Premises* or any other *Premises*; or
- f) *You* get electricity supplied to the *Premises* illegally or in breach of a *Relevant Regulation* or code; or
- g) where We require *You* to provide *Us* security, *You* fail to provide it to *Us* (see clause 8 for information about security); or
- h) *You* fail to keep *Your Equipment* in good working order or condition (see clause 9) for information about *Your Equipment*; or
- i) *You* get electricity supplied to the *Premises* in breach of this *Contract*.

We can charge *You* a fee for disconnecting *Your* electricity supply in these circumstances.

### 12.4 Failure to pay a bill

If We wish to disconnect *Your* electricity supply because *You* fail to pay a bill, then

We will:

- a) give *You* a *Reminder Notice* not less than 15 *Business Days* from the date that We issued *You* the bill advising *You* that payment is overdue and requiring payment by a specified date (which will be not less than 20 *Business Days* after the date that We issued *You* the bill);
- b) if *You* still have not paid *Us* by the time indicated in the *Reminder Notice*, then give *You* a *Disconnection Warning* advising *You* that We will disconnect *You* on a day that is at least 5 *Business Days* after We give *You* the *Disconnection Warning*;
- c) not disconnect *You* until at least 1 *Business Day* after the date that We say We will disconnect *Your* electricity supply in the *Disconnection Warning*; and
- d) advise *You* of the existence and operation of the *Electricity Industry Ombudsman* and specifying the freecall telephone number of the *Electricity Industry Ombudsman*.

We will not disconnect *You* unless:

- 1) *You* have not accepted *Our* offer of a *Payment Plan* (if any) within the specified period; or
- 2) *You* have accepted *Our* offer of a *Payment Plan*, but not have taken reasonable action towards settling the debt within the specified time.

For more information about *Your* options if *You* have payment difficulties, refer to *Your* bill, visit *Our* website or call *Us*.

## 12.5 Failure to provide access to the Premises

If *We* wish to disconnect *Your* electricity supply because *You* fail to give *Us* or the *Network Operator* access to the *Premises*, *We* will:

- a) only disconnect *You* if *You* have denied access to the *Meter* for 12 consecutive months;
- b) give *You* a notice requesting access to the *Meter* at the *Premises* each time access was denied;
- c) use *Our* best endeavours to contact *You*
- d) give *You* an opportunity to offer reasonable alternative access arrangements; and
- e) send to *You* a *Disconnection Warning* advising *You* that *We* will disconnect *Your* electricity supply on a day that is at least 5 *Business Days* after *You* are deemed to receive the *Disconnection Warning*.

## 12.6 Failure to give security

If *We* wish to disconnect *Your* electricity supply under clause 12.3(g) because *You* fail to provide any required security to *Us*, *We* will only disconnect *Your* electricity supply after *We* send to *You* a *Disconnection Warning* advising *You* that *We* will disconnect *Your* electricity supply on a day that is at least 5 *Business Days* after *You* are deemed to receive the *Disconnection Warning*.

## 12.7 When *We* must not disconnect *You*

*We* must not disconnect *Your* electricity supply if:

- a) *You* give *Us* a statement from an appropriately qualified medical practitioner stating that *Your* electricity supply is necessary to protect the life or health of a person who lives at the *Premises*; or
- b) *You* have applied for a government concession or grant and the application has not been determined; or
- c) *You* have made a complaint to *Us*, the *Network Operator*, the *Electricity Industry Ombudsman* or other external dispute resolution body about a matter directly relating to the reason for the proposed disconnection and the complaint remains unresolved; or
- d) *You* have agreed to a *Payment Plan* or other payment option; or
- e) *You* cannot pay *Your* bill because of a lack of income or other means and *We* have not done the things *We* must do in clause 12.4 or
- f) *You* have not paid *Your* bill, but the outstanding amount is less than an average bill over the previous 12 months, and *You* have agreed to repay the outstanding amount; or
- g) *You* have an amount outstanding on *Your* bill that does not relate to the supply of electricity but relates to some other good or service; or
- h) disconnection would occur after 12:00 noon on a Friday, after 3.00 pm on any other weekday, on a weekend or on a public holiday or the *Business Day* before a public holiday, except in the case of interruptions or disconnections for planned work (see clause 12.2 for information about planned work).

## 12.8 If *You* are disconnected

If the *Network Operator* disconnects *Your* electricity supply at *Our* request under this clause 12 then:

- a) *We* can or *You* can arrange for the *Network Operator* to remove or physically disconnect the *Meter* at the same time that the supply of electricity to *You* is disconnected, or at a later time; and
- b) *We* can charge *You* a fee for removing or physically disconnecting the *Meter* and replacing or physically reconnecting the *Meter* except if *Our* actions were due to:
  - (i) an *Emergency* not caused by *You*; or
  - (ii) planned work;
- c) *You* must not reconnect the electricity supply.

## 12.9 If *We* suspect *You* are obtaining electricity illegally

If *We* think *You* have used, or are obtaining electricity illegally, then *We* can advise the Director of Energy Safety, the *Network Operator* and the police (as appropriate) and give them any information that *We* have in relation to *Your* electricity use.

## 13. Reconnection

If *Your* electricity supply is disconnected under clause 12, then *We* will arrange for the *Network Operator* to reconnect *Your* electricity supply when *You* ask *Us* to reconnect *Your* electricity supply and *We* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

*We* can charge *You* a fee for reconnecting *Your* electricity supply except if the disconnection was due to:

- a) an Emergency; or
- b) planned work.

## 14. Operation of the Electricity Network

As an electricity retailer, *We* are not responsible for the operation of the *Electricity Network*. The *Electricity Network* is operated by the *Network Operator* and *We* cannot control the way in which the *Network Operator* operates the *Electricity Network*.

If *You* raise a concern with *Us* about *Your* electricity supply, *We* may forward *Your* concerns to the *Network Operator*. However, if required, *We* can also:

- a) supply *You* with a copy of the distribution standards if *You* pay *Us* a fee;
- b) respond to a request about changes in the quality of *Your* electricity supply that exceed the distribution standards; and
- c) advise *You* about things *You* can do to avoid interfering with *Electricity Network* equipment or another person's electricity supply.
- d) *You* agree to co-operate with the *Network Operator* in relation to connecting *Your Premises* to the *Electricity Network* and allow *Us* to give the *Network Operator* *Your* details.
- e) *We* may ask the *Network Operator* to do things for *Us* (such as turn on *Your* electricity supply or read *Your Meter*). Where the *Contract* says *We* will do things that relate to the disconnection or reconnection of supply and the *Electricity Supply Equipment*, *We* may ask the *Network Operator* to do those things for *Us*.

## 15. Events Beyond *Your* control

If an *Event Beyond Your Control* occurs and prevents *You* from performing any of *Your* obligations under this *Contract* to any extent, *You* must tell *Us* as soon as reasonably practicable, and *You* are then not required to perform that obligation to the extent and for as long as *You* are prevented by that *Event Beyond Your Control*. However, *You* must pay *Your* bill by the due date shown on the bill, even if an event beyond *Your* control occurs.

## 16. Events Beyond *Our* control

If an *Event Beyond Our Control* occurs and prevents *Us* from performing any of *Our* obligations under this *Contract* to any extent, then *We* are not required to perform that obligation to the extent and for as long as *We* are prevented by that *Event Beyond Our Control*. If such an *Event Beyond Our Control* occurs and *We* consider it appropriate to do so, *We* may notify *You* of the *Event Beyond Our Control* by any reasonable means, including by a public announcement.

## 17. Complaints

*You* may make a complaint to *Us* about anything *We* have done or have failed to do. *We* will manage any complaint according to the Australian Standard on Complaints Handling (AS/NZS 10002:2014).

If *You* are unhappy with *Our* response, *You* may make a complaint to a higher level within *Our* organisation. If *You* are still unhappy with *Our* response, then *You* may refer the complaint to the *Electricity Industry Ombudsman* (*You* should give *Us* the opportunity to respond to *Your* complaint before *You* refer it to the *Electricity Industry Ombudsman*).

*You* can contact *Us* or visit *Our* website for further information about *Our* complaints handling process and the *Electricity Industry Ombudsman*

## 18. Ending the *Contract*

### 18.1 When the *Contract* ends:

This *Contract* for the supply of electricity will continue until *You* end the *Contract* or *We* end the *Contract* under this Clause 18.

### 18.2 *You* Can end the *Contract*

- a) *You* can end the *Contract* at any time, but *You* must give *Us* at least 5 days' notice of the day *You* want the *Contract* to end and *You* must pay *Us* the amounts that are due in accordance with clause 18.5.

- b) If *You* end this *Contract* because *You* enter into a new *Contract* for the supply of electricity with *Us*, this *Contract* ends on the expiry of any cooling-off period for the new *Contract*.
- c) If *You* end this *Contract* because *You* enter into a new *Contract* for the supply of electricity with another retailer, this *Contract* does not end until *Your* supply is transferred to the other retailer in accordance with the *Electricity Industry Customer Transfer Code 2004*.

### 18.3 We can end the *Contract*

a) We can end this *Contract* and *You* will have to pay *Us* the amounts due under clause 18.4 immediately if:

- (i) *You* become insolvent;
- (ii) *You* go into liquidation;
- (iii) *You* become bankrupt;
- (iv) We are entitled to disconnect *Your* supply pursuant to clause 12.3; and
- (v) *You* consume more than 160 MWh of electricity in any period of 12 months.

### 18.4 What happens if the *Contract* ends

If the *Contract* ends:

- a) the *Network Operator* may remove any *Network Equipment* at any time after the day on which the *Contract* ends;
- b) We may arrange for a final *Meter* reading;
- c) We can pass on to *You* any costs imposed on *Us* by the *Network Operator* for the final *Meter* reading and disconnecting *Your* electricity and, subject to the provisions of any law, charge *You* a Fee for issuing a final bill; and
- d) *You* will remain liable to pay any outstanding payments to *Us* and We will have no further obligation to supply electricity to *You* under this *Contract*; and
- e) We can arrange for the *Network Operator* to remove any *Network Equipment* at any time after the *Contract* ends. *You* must provide safe and unrestricted access to the *Premises* for the purpose of removing the *Network Equipment*.

## 19. Protected Rights and Liability

### 19.1 Consumer guarantees

If *You* are a *Consumer*, then certain *Consumer* guarantees will apply in respect of *Our* supply of goods (including electricity) or services (if any) to *You* under applicable *Consumer Laws*. These terms cannot be excluded or modified by any provision of this *Contract*. If We fail to comply with these *Consumer* guarantees, then *You* may have a right against *Us* under the *Australian Consumer Law*.

### 19.2 Limitation on liability

*Our* liability, if any, under this *Contract* is limited to the maximum extent permitted by section 64A of the *Australian Consumer Law*. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, *Our* liability for breach of this *Contract* is limited to (at *Our* option):

- a) in the case of goods being electricity:
  - (i) the replacement of the electricity or the supply of equivalent electricity;
  - (ii) the payment of the cost of replacing the electricity or of acquiring equivalent electricity; or
- b) in the case of services:
  - (i) the supply of the service again; or
  - (ii) the payment of the cost of having the services supplied again.

*You* must take reasonable precautions to minimise the risk of loss or damage to any equipment, *Premises* or business which may result from poor quality, or reliability of electricity supply.

Notwithstanding any other provision of this *Contract*, nothing in this *Contract* is to be read as excluding, restricting or modifying the application of any legislation which by *Law* cannot be excluded, restricted or modified.

Except as expressly set out in this *Contract*, any representation, warranty, condition or undertaking which would be implied in this *Contract* by *Law*, is excluded to the maximum extent permitted by *Law*.

For more information about *Our* liability to *You* under this *Contract*, visit *Our* website or call *Us*.

## 20. Privacy and Personal Information

*We* respect *Your* privacy and will only use and disclose *Your* personal information in accordance with the *Australian Privacy Principles* as set out in the *Privacy Act 1988* (Cth) and in accordance with *Our Privacy Policy*. *We* will otherwise comply with all relevant privacy legislation in relation to *Your* personal information.

Unless *We* are permitted to do otherwise under this *Contract*, *We* will keep *Your* information confidential. In particular *We* will keep *Your* information confidential unless:

- a) *We* have *Your* prior written consent; or
- b) the *Law* (including any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *Us* to disclose certain information; or
- c) *We* need to use the information for *Our* regulatory reporting or compliance, or in any legal or regulatory proceedings; or
- d) the information is already in the public domain; or
- e) *We* believe *You* have used electricity illegally and, as a result, *We* provide relevant information to the Economic Regulation Authority or the Director of Energy Safety; or
- f) *We* use the information for business purposes.
- g) *You* have not paid *Your* electricity bill, and *We* disclose information to a credit reporting agency, but *We* will not provide information about a default to a credit reporting agency if:
  - (i) *You* have made a complaint in good faith about the default and the complaint has not been resolved; or
  - (ii) *You* have requested *Us* to review *Your* electricity bill and the review is not yet completed.

To ensure your information remains confidential, we will:

- 1) Provide *Our* staff with training around Australian Privacy Principles to ensure *Your* privacy is maintained;
- 2) Maintain up to date protection software for all electronically stored information;
- 3) Where possible, hold *Your* information on *Our* internal company network to minimise the risk of an electronic breach, or alternatively use secure, encrypted data centres;
- 4) Protect all of *Our* electronic data which contains *Your* information with passwords. The availability of these passwords will only be provided to staff that require access to the information for ongoing operational purposes;
- 5) Request that any third parties who require access to *Your* information provide assurances that they will comply with the Privacy Act;
- 6) Once no longer required for *Our* business or compliance purposes, *We* will destroy *Your* information as soon as practicable.

For more information about *Our Privacy Policy*, visit *Our* website or call *Us*.

## 21. Information

*We* will provide or make the following available to *You*:

- a) a copy of the terms and conditions of this *Contract*, and
- b) a copy of the *Relevant Regulations* and a copy of any code; and
- c) a copy of the distribution standards; and
- d) information about *Our* policies, *Our* customer service charter and *Our* complaints handling process; and
- e) information about the *Contract Price* and other *Fees You* must pay; and
- f) information about energy efficiency; and
- g) contact details for obtaining information about government assistance programs or financial counselling services referred to in clause 6.5 of this *Contract*; and

- h) *Your* billing data according to clause 6.2 and
- i) any other information *We* said *We* would give *You* in this *Contract*.

Unless *We* are legally required to provide the information free of charge, *We* will charge *You* a reasonable fee.

*You* must advise *Us* as soon as possible if:

- 1) there is a change in *Your* contact details or the address to which *Your* bills are to be sent; or
- 2) the person responsible for paying *Your* bills changes; or
- 3) *You* change something at the *Premises* which makes *Our* access to the *Meter* more difficult; or
- 4) *You* become aware of a problem with the *Electricity Supply Equipment* which is at, or reasonably close to, the *Premises*; or
- 5) *You* change the way *You* use electricity; or
- 6) *You* are planning a change to *Your Equipment* that may affect the quality or safety of electricity supply to *You* or anyone else

## 22. Assignment

*You* may not assign this *Contract* without *Our* prior written consent.

*We* may assign, or otherwise dispose of the whole or any part of *Our* interest in this *Contract* to a person who acquires all or a substantial portion of the assets of *Our* business of retailing energy without *Your* prior consent.

## 23. We can change these terms and conditions

*We* can change the terms and conditions of the *Contract* from time to time without *Your* consent subject to those changes being approved by the Economic Regulation Authority, in which case *Your Contract* will be deemed to be amended to reflect those changes. Any changes to the terms and conditions will be published as required by the Economic Regulation Authority.

If *You* do not agree with an amendment approved by the Economic Regulation Authority, then *You* can end this *Contract* by doing the things described in clause 18.2.

## 24. GST

- a) In this clause:
  - (i) GST has the meaning given to that term in the GST Law.
  - (ii) GST Law has the meaning given to that term in *A New Tax System (Goods and Services) Tax Act 1999* (Cth).
  - (iii) "Adjustment Note", "Recipient", "Supply", "Tax Invoice" and "Taxable Supply" have the meanings given to those terms in the GST Law.
- b) All sums payable or considerations to be provided under the *Contract* are expressed to be exclusive of GST unless expressly stated to be inclusive of GST.
- c) If there is a Taxable Supply under or in connection with the *Contract* then the Recipient must pay to *Us* an amount equal to the GST payable on the Taxable Supply in addition to and at the same time as, payment for the Taxable Supply is required to be made under the *Contract*.
- d) *We* must provide a Tax Invoice (or an Adjustment Note) to the recipient in respect of the Taxable Supply and the obligation of the Recipient to pay the GST on a Taxable Supply is conditional upon *Us* providing a Tax Invoice or Adjustment Note.

## 25. Miscellaneous

### 25.1 Application of laws

Nothing in this *Contract* limits or excludes the rights, powers and remedies that *We* have at law or in equity. This *Contract* does not in any way limit *Our* obligation to comply with the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

### 25.2 Governing law

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

### 25.3 Waiver of rights

If *We* do not enforce any right under this *Contract*, then this must not be construed as a waiver of *Our* rights under the *Contract*.

## 25.4 Entire agreement

The *Contract* and all applicable written laws represent the entire understanding between *You* and *Us* relating to the matters covered by this *Contract*.

## 25.5 Severability

If any term of this *Contract* is found to be invalid or not enforceable, all other clauses will continue to be valid and enforceable.

## 25.6 Survival upon termination

Clauses 4 (Prices and Fees), 6 (Bills), 7.2 (Undercharging), 7.3 (Overcharging), 8.2 (Use of Security), 10 (Access), 11 (Electricity Supply at Your premises), 20 (Privacy and personal information), 25.8 (Notices), 25.2 (Governing Law) and 25.7 (Fraudulent or illegal consumption of electricity) will survive termination of this *Contract*.

## 25.7 Fraudulent or illegal consumption of electricity

If *You* have consumed electricity fraudulently or not in accordance with applicable *Law*, *We* may recover from *You* any amount which *We* reasonably estimate constitutes the amount by which *We* have not charged or undercharged *You*.

## 25.8 Notices

- a) Any notice or other communication given under the *Contract* does not have to be in writing unless this *Contract* expressly requires that it must be in writing.
- b) A notice is taken to be received:
  - (i) in the case of verbal communication, at the time of the communication;
  - (ii) in the case of hand delivery, on the date of delivery;
  - (iii) in the case of post, on the second *Business Day* after posting;
  - (iv) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
  - (v) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted.

If received on a day other than a *Business Day*, is taken to be received on the next *Business Day*.

## 25.9 Publications and electronic communication

- a) *We* will publish things by posting *You* a notice, which may be sent before *Your* next bill or may be sent with or printed on *Your* next bill. *We* may also publish notices by advertising in a local newspaper or placing details on *Our* website.
- b) *We* can use electronic communication (such as e-mail or SMS) to give information to *You* with *Your* consent.
- c) *We* can decide procedures as to how electronic communications will operate and what can be communicated electronically.

## 25.10 Contact details

- a) If *You* need to contact *Us*, *Our* contact details at the date of this *Contract* are:

Full Name: Change Energy Pty Ltd (ACN 610 674 881)

Address: 10 Milly Court, Malaga WA 6090

Tel: 1300 924 140

Fax: (08) 9249 9288

Email: [sales@changeenergy.com.au](mailto:sales@changeenergy.com.au)

Website: [www.changeenergy.com.au](http://www.changeenergy.com.au)

- b) Any changes to *Our* contact details will be published on *Your* bill and on *Our* website.

## 26. Interpretation

### 26.1 Definitions

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

"**Australian Consumer Law**" means the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

"**Billing Cycle**" means the regular recurrent period in which *You* are deemed to receive a bill from *Us*.

"**Business Day**" means any day except a Saturday, Sunday or public holiday in Western Australia.

"**Commencement Date**" is defined in clause 3

"**Consumer**" has the meaning given in the *Australia Consumer Law*.

"**Consumer Laws**" means the *Australian Consumer Law* and the *Fair Trading Act 2010* (WA).

"**Contract**" means the legally binding agreement between *You* and *Us*, of which these are the terms and conditions.

"**Contract Price**" means the charge or charges for electricity as set out in the *Customer Schedule* (which may include a *Peak Energy Price* and an *Off-Peak Energy Price*), as may be adjusted from time to time in accordance with the *Contract*.

"**Customer Contracts Regulations**" means the *Electricity Industry (Customer Contracts) Regulations 2005* (WA).

"**Customer Schedule**" means the customer schedule provided to *You* pursuant to clause 4.1 as amended from time to time

"**Disconnection Warning**" means a notice in writing that *We* issue to *You* advising *You* of a date that *We* may disconnect *You* if *You* have not paid *Your* bill and explaining the complaint handling process that *You* can use if *You* disagree with *Your* bill.

"**Electricity Industry Ombudsman**" means the Energy and Water Ombudsman.

"**Electricity Network**" means the South West Interconnected System.

"**Electricity Supply Equipment**" means the *Meter* and any electrical facilities or other equipment used to transmit or measure electricity for transfer to *You*, before the point where electricity is transferred from the *Meter*.

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

"**Event Beyond Your Control**" or "**Event Beyond Our Control**" means an event or circumstance affecting *You* (in the case of an *Event Beyond Your Control*) or *Us* (in the case of an *Event Beyond Our Control*), and in each case that is beyond the direct control or influence of that affected person, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a distribution system or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004* (WA)) but excludes *Your* or *Our* inability to pay any money due under this *Contract* for any reason whatsoever.

"**Fees**" means a charge that is not a *Contract Price*.

"**GST**" means GST as defined in GST Law.

"**GST Law**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

"**Law**" means:

- a) the common law (as it applies in the State of Western Australia);
- b) all present and future acts of the Parliament of the Commonwealth and of the Parliament of the State of Western Australia; and
- c) all regulations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, agreements and requirements of all government agencies.

"**Meter**" means the equipment used to measure the volume of electricity that *We* supply to *You*, which does not form part of the *Electricity Network*.

"**Metering Code**" means the *Electricity Industry Metering Code 2012* in force from time to time.

"**Network Access Tariff**" means the fees payable by *Us* to the *Network Operator* from time to time for the transmission and distribution of access services.

"**Network Operator**" means the entity who owns and operates the *Electricity Network* (as described in section 3 of the *Energy Coordination Act 1994* (WA)). The *Network Operator* is responsible for the *Electricity Network*, which is the system via which electricity is delivered to *You*. *We* have no control over the *Electricity Network*.

"**Off-Peak Energy Price**" means the "Off-Peak Energy Price" (if any) specified in the *Customer Schedule*, which is payable for the electricity supplied to *You* during any *Off-Peak Period*.

"**Off-Peak Period**" means a period that is not a *Peak Period*.

"**Payment Plan**" means a payment option, such as payment by instalments, *We offer You if You are having difficulties paying Your bill. You can call Us or visit Our website for more information about Payment Plans.*

"**Peak Energy Price**" means the "Peak Energy Price" (if any) specified in the *Customer Schedule*, which is payable for electricity supplied to *You* during any *Peak Period*.

"**Peak Period**" means a period between 8:00 am and 10:00 pm (WST) on any Monday, Tuesday, Wednesday, Thursday or Friday.

"**Premises**" means the address to which electricity will be supplied to *You* under the *Contract*.

"**Privacy Policy**" means the policy specifying the steps taken by *Us* to maintain customer confidentiality and which can be obtained on request from *Our* customer service centre or from *Our* website.

"**Publish**" means to publish a thing in the way set out in

25.9

"**Relevant Regulations**" means the regulations that are relevant to *Our* supply of electricity to *You* under this *Contract* and include the *Customer Contracts Regulations*.

"**Reminder Notice**" means a notice in writing that *We* issue to *You* advising *You* that *You* have not paid *Your* bill and explaining how *We* may assist *You* if *You* are experiencing payment difficulties.

"**Small Use Customer Code**" means the *Code of Conduct (For the Supply of Electricity to Small Use Customers) 2016 (WA)* in force from time to time.

"**Undercharged Amount**" is defined in clause 7.2

"**We**", "**Our**" and "**Us**" means Change Energy Pty Ltd (ACN 610 674 881) and where the context requires *Our* employees, subcontractors, agents and successors in title;

"**You**" and "**Your**" refers to the person/s to whom electricity is (or will be) supplied under this *Contract*;

"**Your Equipment**" means all equipment located after (downstream of) the point that electricity leaves the *Meter* at the *premises* which is used to take supply of or consume electricity except any *Electricity Supply Equipment*.

## 26.2 Interpretation

In the *Contract*, unless the context otherwise requires:

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

- n) if a date stipulated for payment or for doing an act is not a *Business Day*, the payment must be made or the act must be done on the next *Business Day*; and
- o) reference to a monetary amount means that amount in Australian currency.

### 26.3 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:
  - (i) "do *Our best*" means "use best endeavours";
  - (ii) "end", in relation to the *Contract*, means "terminate";
  - (iii) "can" means there is a discretion as to whether the thing stated is done or not done; and
  - (iv) "will" and "must" both mean the thing stated has to be done.