



Change Energy Electricity Supply Contract

The Electricity Supply Contract consists of two documents:

1. The Application and *Commercial Terms*
2. These Small Use Customer Terms and Conditions (Non-Standard)

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Notice if this is an unsolicited consumer agreement

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

Important notice to the customer

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

Please retain this document for your records.

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1. Key Information to Note

❖ **The Electricity Supply Contract**

This document does not contain all the terms of your Electricity Supply Contract. 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 Commercial Terms, 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.

❖ **Code of Conduct for the Supply of Electricity to Small Use Customers**

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. You agree that clauses 18(2), 19, 20, 21 (1) to (6), 33, 34, 35, 38, 53, 82(2) and 100 (1) of the Small Use Customer Code do not apply to this contract.

❖ **Laws and Regulations**

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).

❖ **Cooling-off Period**

A Cooling-off Period of 10 business days applies to all small-use customers under a non-standard contract, except where the contract is for an extension or renewal to a current Contract. If You would like to rescind the contract, You must inform Us of Your intentions in writing within this time period.

❖ **Defaults**

The most common default is the failure to pay the bill by the due date. 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.

❖ **Solar Installations**

You may install Solar PV panels during the Contract, however this will be a Change Event and We may adjust the contract prices in accordance with Clauses 4.9 and 4.11

❖ **Early Termination**

We may charge an early termination charge if the Contract ends before as the expiry date.

❖ **Fees and Charges**

Information on Change Energy's standard fees can be found at: www.changeenergy.com.au

❖ **Payment Difficulties**

If You are having difficulty paying your bill, please contact Us as soon as possible to discuss alternative options.

❖ **Queries and Complaints**

If You have a problem, complaint or just some feedback, We would like to hear from You. We are committed to offering the best possible customer service and products. If You have a complaint, everything possible will be done to resolve the matter on Your initial contact. If this is not possible, Your complaint will be escalated to a Supervisor, Manager or other appropriate person for investigation and response. We will acknowledge Your complaint within 10 business days, and respond within 20 business days.

Contact Us with Your feedback:

Call: 1300 924 140

Email: info@changeenergy.com.au

Write to: Change Energy 10 Milly Court, Malaga WA 6090

To lodge a complaint:

Call: 1300 924 140

Email: complaints@changeenergy.com.au

Write to: Change Energy 10 Milly Court, Malaga WA 6090

❖ **In Case of Faults or Emergency**

In case of a life-threatening emergency, call 000 immediately.

For any electrical faults or non-life-threatening emergencies, please call Western Power's 24-hour faults line on 13 13 51.

For safety tips on electricity usage, please read and follow the instructions on all electrical devices carefully, and never allow water near an electrical circuit or device. For more information on electrical safety, please visit Western Powers website here: <https://westernpower.com.au/safety-access/>

❖ **Interpretation**

We and Us means Change Energy Pty Ltd (ACN 610 674 881) and Our has a corresponding meaning. You means the person/s specified in the commercial terms 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 28.1 or elsewhere and are included for convenience and do not affect the interpretation of the Contract.

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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 Commercial Terms

We will provide *You* with the *Commercial Terms* 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 Electricity Charges

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 Network Charges

If specified in the *Commercial Terms*, the *You* must pay any *Network Charges* including penalties payable or otherwise incurred by *Us* attributable to the *Your Premises*.

4.4 Market Charges

If specified in the *Commercial Terms*, the *You* must pay any *Market Charges* payable or otherwise incurred by *Us* attributable to the *Your Premises*.

4.5 Capacity Charges

If specified in the *Commercial Terms*, the *You* must pay any *Capacity Charges* payable or otherwise incurred by *Us* attributable to the *Your Premises*.

4.6 REC Charges

If specified in the *Commercial Terms*, the *You* must pay any *REC Charges* payable or otherwise incurred by *Us* attributable to the *Your Premises*.

4.7 Buyback Charges

If specified in the *Commercial Terms*, the *We* will provide *You* a statement of the *Buyback Charges* payable by *Us* for *Renewable Electricity Supply* once per year on or about 1 July

4.8 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

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- (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 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.

4.9 Changes to the *Contract Prices* and *Fees*

We can change any *fee*, and add new *fees* or remove *fees*, from time to time. When *We* do so, *We* will *publish* the changed or new *Fee*, and the date from which the change commences (see clause 27.9 about how *We* *publish* things).

If *We* have agreed a fixed *contract term* with you and the *contract price* is specified in the *Commercial Terms*, we cannot change the *contract price* without your prior agreement during the *contract term*, except as provided in clauses 4.10 and 4.11.

If you continue to use electricity after the *contract* has ended, we may change the *contract price* and the *fees* as provided for in clauses 18.3 and 19.

4.10 Change in *CPI*

If specified in the *Commercial Terms*, *We* may increase the *contract price*, at the end of each *price review period* of the *supply period* ("**Adjustment Date**") in accordance with the following formula:

$$A = B \times \frac{CPI_n}{CPI_b}$$

where:

- A = the *contract price* payable from and including the relevant *adjustment date*
- B = the *contract price* specified in the *commercial terms*
- CPI_n = the *CPI* for the quarter ending immediately before the *adjustment date*
- CPI_b = the *CPI* applying on the *price review base date* specified in the *commercial terms*.

Despite the above formula, in no circumstances will the *contract price* be reduced as a result of changes in *CPI*

We will notify you of the adjusted *contract prices* which apply from the *adjustment date* in *your* next bill following the *adjustment date*.

4.11 *Change Events*

- (a) If a *change event* occurs, *We* may adjust any of the *contract prices* to reflect any increase in *Our* cost of supplying electricity to the *You* under this *contract*. *We* will notify the *You* of nature of the *change event* and the date from which the *change event* will apply.
- (b) If *We* make an adjustment under this clause 4.11, it must only do so to the extent necessary to reflect the proportion of the effect of the *change event* that is fairly attributable to the *You*, as reasonably determined by *Us*.

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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 the end of *Billing Cycle* that We set for Our customers from time to time, unless We and You have agreed otherwise. We will issue your bill to you at the address of the *premises* unless you nominate another address.

6.2 Contents of Your bill

Each bill will show the information similar to the requirements in clause 21 of the *Small Use Customer Code*, (where applicable). 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.

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6.3 Paying Your bill

For each bill, You must pay the total amount payable by the due date specified in that bill in full, and to the extent permitted by law, free of any set-off, or counterclaim of any kind and without deduction or withholding of any kind. Payment must be made in Australian dollars from an account at a bank or financial institution acceptable to Us.

The *Commercial Terms* will specify payment options available to You.

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*.

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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.
- 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:

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- (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*

~~Provided *You* are not a residential customer, *We* can require *You* to provide *Us* with security against *Your* future electricity bills before connection of supply or at any time during the *Contract*. 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* owe money to *Us* in relation to electricity supplied to any *Premises*, unless *You* have disputed the bill relating to the unpaid amount and the bill is subject to:
 - i) a review by *Us*, or
 - ii) a complaint to the *Electricity Ombudsman*.~~
- ~~(b) within two years before entering into this *Contract*, *You* have:
 - i) fraudulently obtained supply, or
 - ii) consumed electricity intentionally and unlawfully.~~
- ~~(c) *We* reasonably determine that *You* have an unsatisfactory credit history or an unsatisfactory history relating to paying for electricity supplied to *You*, in which case *We* will inform *You* of:
 - i) *Our* decision and the reasons for *Our* decision, and
 - ii) *Our* complaints handling procedures and the *Electricity Ombudsman* scheme.~~

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(d) If We require You to pay a security to Us, then:

- i) You give Us permission to investigate Your credit history, which We may conduct at any time from receiving Your application to set up an account, until the termination of this Contract, and
ii) upon Our request, You must provide Us with any information held by You about Your credit history.

(e) The amount of the security will be no more than 37.5% of Your estimated invoices over a 12-month period, based on:

- i) billing data relating to You, or
ii) the average electricity consumption of a similar customer over a comparable 12-month period.

(f) If You provide a security to Us:

- i) We will keep the security in a separate trust account and identify it separately in Our accounting records.
ii) We will pay interest to You, which will accrue daily at the Bank Bill Swap Rate, (as defined in the Customer Contracts Regulations) and is capitalised every 90 days unless paid. We will advise You of the Bank Bill Swap Rate if You ask Us to.

(g) If We are required to repay some or all of the security and interest to You:

- i) We will do so in accordance with Your reasonable instructions (subject to clause 8.2) within 10 Business Days after:
1. You complete 2 years of paying the bills by the Due Date,
2. You leave the Premises,
3. We disconnect supply at the Premises at Your request, or
4. You transfer to another electricity retailer.

- ii) and You do not give Us reasonable instructions for its repayment, We will credit the amount to be repaid:
1. to Your next bill if subclause i) 1. applies, or
2. to Your final bill if subclause i) 2., 3., or 4. applies.

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 and You no longer have any right to reconnection under this Contract, or

(b) You do not pay Your final bill by the due date.

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 that was not applied.

9. Electricity Supply Equipment and Your Equipment

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

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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. 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:¶
We will keep the security in a trust account and identify it separately in Our accounting records; and¶
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

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Your failure to pay a bill resulted in the disconnection of supply at the *Premises*; or¶
You default on a final bill; or¶
You default on Your bill and You and Us agree that We can use the security to avoid disconnection; or¶
You have so requested because You are leaving the *Premises* or asked Us to disconnect supply at the *Premises*; or¶
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....

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- (c) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else; or
- (d) allow anyone else to do the things described in this clause 9.2.

You must safeguard the *electricity supply equipment* and must indemnify and keep indemnified Us, the *Network Operator* and their officers, servants, agents, contractors and consultants against all losses, claims, costs and expenses any such person may suffer or incur as a result of any damage to or failure of the *electricity supply equipment* which is caused by Your act or omission or Your *equipment*.

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 (as defined in the Customer Contracts Regulations)**. 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

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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 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.

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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 for the purposes of reading the *Meter* for 9 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

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- (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 the *Us*, the *Network Operator*, *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 the 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.

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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 *You* Can end the *Contract*

- (a) If *We* have agreed to a fixed *contract term* with *You*, *You* can end the *Contract* at any time, but *You* must give *Us* at least 20 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 18.3.
- (b) If *You* request *Us* to supply electricity to *You* during the *Cooling-off Period* and *You* terminate this *Contract*, *You* must pay *Us* for electricity supplied during the *Cooling-off Period*.
- (c) If *You* end this *Contract* because *You* enter into a new *Contract* for the supply of electricity with *Us*, this *Contract* ends on the expiry of the *Cooling-off Period* for the new *Contract*.
- (d) 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.

18.2 *We* can end the *Contract*

- (a) *We* can end this *Contract* and *You* will have to pay *Us* the amounts due under clause 18.3 immediately if:

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- (i) You sell, lease or otherwise vacate the Premises without notifying Us;
- (ii) You become insolvent;
- (iii) You go into liquidation;
- (iv) You become bankrupt;
- (v) We are entitled to disconnect Your supply pursuant to clause 12.3.

18.3 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) We may charge any early termination charge; and
- (e) 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
- (f) 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 Network Equipment.
- (g) If You continue to use electricity after the contract has ended, and before Your electricity supply has been physically disconnected, You must pay for the electricity as if it had been supplied under this contract before it ended, however at our sole discretion the contract prices may be increased by 10%.

19. Supply after expiry

- (a) We will notify You in writing ~~not more than 40 Business Days and not less than 20 Business Days~~ of the Contract End Date of:
 - (i) the day that the contract term is due to expire;
 - (ii) a new electricity supply agreement that We are prepared to offer the You, including new prices, and terms and conditions. **(New Offer)**
- (b) If the New Offer is accepted by You by signing and returning a copy of the New Offer to Us, the New Offer will start on the Supply Date specified in the New Offer, and this contract will end;
- (c) If You have not accepted the New Offer, and unless otherwise agreed with You, after the expiry of the contract term, We may continue to supply electricity to You on the same terms and conditions as this contract except that the prices and fees will be set to the prices and fees in the New Offer plus 10%;
- (d) We may revise the New Offer at any time, in which case clauses 19(b) and 19(c) will apply.

20. Protected Rights and Liability

20.1 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.

20.2 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;

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- (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*.

21. 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*.

22. 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

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- (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:

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

23. 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.

24. We can change these terms and conditions

We can change these terms and conditions without *your* consent ~~to the extent that the amendment is required for the *Contract* to remain consistent with written law. When *We* do so, we will notify *You* of the changed terms and conditions and the date from which the change commences.~~

~~*We can also change these terms and conditions without *Your* consent for any other reason.*~~ When *We* do so, we will notify *You* of the changed terms and conditions and the date from which the change commences. ~~*If You don't agree to these*~~ changed terms and conditions of the *contract*, *you* can end the *contract*. Clause 18 explains how to do that.

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25. Unsolicited Consumer Agreement

Where this *Contract* is an *Unsolicited Consumer Agreement*:

- (a) Please see the *additional terms and conditions* included with the *commercial terms*
- (b) *You* have a right to end the *Contract* within the *Cooling-off Period*;
- (c) *We* will not supply electricity to *You* under the *Contract* during the *Cooling-off Period* unless *You* request supply; and
- (d) *You* must pay *Us* for electricity supplied and for any services provided in connection with that supply if:
 - (i) at *Your* request, electricity is supplied to *You* by *Us* during the *Cooling-off Period*; and
 - (ii) *You* exercise *Your* right to end the *Contract* during the *Cooling-off Period*.

26. 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).

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(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 the Supplier an amount equal to the GST payable on the Taxable Supply in addition to and at the same time as, payment for the Taxable Supply is required to be made under the *Contract*.
- (d) 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.

27. Miscellaneous

27.1 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 or Energy Safety in relation to emergencies and safety or otherwise.

27.2 Governing law

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

27.3 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*.

27.4 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*.

27.5 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.

27.6 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*), 21 (*Privacy and personal information*), 27.8 (*Notices*), 27.2 (*Governing Law*) and 27.7 (*Fraudulent or illegal consumption of electricity*) will survive termination of this *Contract*.

27.7 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.

27.8 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*.

27.9 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.

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(c) We can decide procedures as to how electronic communications will operate and what can be communicated electronically.

27.10 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

Website: www.changeenergy.com.au

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

28. Interpretation

28.1 Definitions

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

"Additional Terms and Conditions" means additional terms and conditions to this *contract* included in or as a schedule to the *commercial terms*

"Adjustment Date" is defined in clause 4.10

"Ancillary Service" is defined in the *Market Rules*

"Ancillary Service Charge" is the Your proportion (based on the quantity of electricity supplied to the You) of Our estimate of the cost for ancillary services (as defined in the *Market Rules*) charged by the *Market Operator*

"Annual Quantity" means Our estimate of amount of electricity You have or would have used over the previous 12 months

"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 typically a period of one month

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

"Buyback Charge" means the *Renewable Electricity Supply* multiplied by the *Buyback Price*, taking into account *Peak* and *Off Peak* periods

"Buyback Price" means the price per kWh specified in the *Commercial Terms* as applicable to *Peak* and *Off Peak* periods respectively

"Buyer" means You as set out in the *Commercial Terms*

"Capacity Charge" means the portion of the amount of Targeted Reserve Capacity Cost and Shared Reserve Capacity Cost that We reasonably estimates (using the TDL Ratio, Total Ratio and any other relevant information published by the *Market Operator*) the *Market Operator* will allocate to Us, under the *Market Rules*, which is attributable to the Your contribution to Our IRCR. (Targeted Reserve Capacity Cost, Shared Reserve Capacity Cost, TDL Ratio, Total Ratio, and IRCR are all defined in the *Market Rules*)

"Change Event" means *change in law* or any other event that directly or indirectly results in an increase in Our costs in connection with supplying electricity to You under this *contract*.

"Change in Law" means a change in an existing *Law* or the enactment of any new *Law*, including *Climate Change Law*, but excluding laws relating to income tax or capital gains tax which directly or indirectly results in an increase or decrease in Our cost of supplying electricity under this *contract*.

"Climate Change Law" means any and all *Law* which, directly or indirectly, in whole or in part, addresses climate change, promotes or supports renewable, low-emission, zero-emission or new or alternative forms of energy, reduces greenhouse gas emissions whether by an absolute amount or proportion or as an intensity value, or provides for carbon pricing, trading or taxation.

"Commencement Date" is defined in clause 3

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"**Commercial Terms**" means the Commercial Terms provided to *You* pursuant to clause 4, signed by *You* to enter into this *contract*

"**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 *Commercial Terms* (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*.

"**Contract Term**" means the duration of this *contract*, being the period commencing on the date we notify you that we have accepted your offer to enter into the *contract* as specified in the *Commercial Terms* and ending on the last day of the *supply period*

"**Contract End Date**" means the date specified as such in the *Commercial Terms*

"**Contract Year**" means a period of 12 months beginning on the *commencement date* or on any anniversary of the *commencement date*, provided that in the event this *contract* ends otherwise than on an anniversary of the last day of the first contract year, the last contract year will commence on the *commencement date* or any anniversary of the *commencement date* and end on the date this contract ends.

"**Cooling-off Period**", as it applies to an *Unsolicited Consumer Agreement*, means the period during which the *Consumer* may terminate the *Unsolicited Consumer Agreement* and is the longest of the following periods:

- (a) if the agreement was not negotiated by telephone—the period of 10 *Business Days* starting at the start of the first *Business Day* after the day on which the agreement was made;
- (b) if the agreement was negotiated by telephone—the period of 10 *Business Days* starting at the start of the first *Business Day* after the day on which the *Consumer* was given the agreement document relating to the agreement;
- (c) if one or more of the following were contravened in relation to the agreement:
 - (i) section 73 of the *Australian Consumer Law* (permitted hours for negotiating an unsolicited *Consumer* agreement);
 - (ii) section 74 of the *Australian Consumer Law* (disclosing purpose and identity);
 - (iii) section 75 of the *Australian Consumer Law* (ceasing to negotiate on request);the period of 3 months starting at the start of the first day after the day on which the agreement was made or, if the agreement was negotiated by telephone, the agreement document was given;
- (d) if one or more of the following were contravened in relation to the agreement:
 - (i) section 76 of the *Australian Consumer Law* (informing *Consumer* of termination period);
 - (ii) a provision of Subdivision C of the *Australian Consumer Law* (requirements for unsolicited *Consumer* agreements);
 - (iii) section 86 of the *Australian Consumer Law* (prohibition on supplies for 10 *Business Days*);the period of 6 months starting at the start of the first day after the day on which the agreement was made or, if the agreement was negotiated by telephone, the agreement document was given;
- (e) such other period as the *Unsolicited Consumer Agreement* provides.

"**Correcting Refund**" is defined in clause 7.3(b)

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

"**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 or for health and safety reasons and explaining the complaint handling process that *You* can use if *You* disagree with *Your* bill.

"**Early Termination Charge**" means the charge payable by *You* if:

- (a) *You* end the *contract* before the expiry of the contract term under clause 18.1 or 18.2; or
- (b) *We* end the *contract* under clause 18.3,

which equals:

10% the average of *your* bills for the previous 12 months (or from the *Supply Date* if *we* have not issued 12 bills) multiplied by the number of months remaining in the *contract*.

"**Electricity Charge**" is defined in clause 4.2

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"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, failures in fuel supply, 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.

"LGC" (Large-scale Generation Certificate) means a certificate created under Part 2, Division 4, Subdivision A of the Renewable Energy Act.

"Market Charges" are the total of *Ancillary Service Charges*, *Market Fees* and other charges payable to the *Market Operator* by *Us* attributed to *Your Premises*.

"Market Fee" means *Our* estimate of the *Market Operator's* market fee.

"Market Operator" means the operator of the Wholesale Electricity Market from time to time in accordance with the *Market Rules*.

"Market Rules" means the Wholesale Electricity Market Rules published under the Electricity Industry (Wholesale Electricity Market) Regulations 2004 (WA), and the provisions of the Electricity Industry Act 2004 (WA) relating to the Wholesale Electricity Market as amended from time to time

"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 2005* in force from time to time.

"Minimum Quantity Percentage" means the percentage of the *annual quantity*, as specified in the *commercial terms*

"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 Charges" means all charges published by the *Network Operator* and as varied from time to time, penalties and other amounts payable by *Us* to the *Network Operator* from time to time in connection with *Your Premises*.

"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*.

"New Offer" is defined in clause 19(a).

"Off-Peak Energy Price" means the "Off-Peak Energy Price" (if any) specified in the *Commercial Terms*, 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*.

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"**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 *Commercial Terms*, 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*.

"**Price Review Base Date**" means the date specified as such in the *commercial terms*.

"**Price Review Period**" means the period specified as such in the *commercial terms*.

"**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 Clause 27.9

"**REC Charge**" means the charge payable by the *You* in satisfaction of *Our* obligations to purchase and surrender *LGCs* and *STCs* under the *Renewable Energy Act* "**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.

"**Renewable Electricity Equipment**" means, with respect *Your Premises*, renewable electricity generation equipment or batteries connected or to be connected to *Your Premises*.

"**Renewable Electricity Supply**" means the electricity exported to the *Network Operator* from *Your Renewable Electricity Equipment*.

Renewable Energy Act means the *Renewable Energy (Electricity) Act 2000 (Cth)*.

"**Small Use Customer Code**" means the *Code of Conduct for the Supply of Electricity to Small Use Customers*, in force from time to time.

"**STC**" (Small-scale Technology Certificate) means a certificate created under Part 2, Division 4, Subdivision BA of the Renewable Energy Act.

"**Supply Date**" means the date that *We* are bound to commence supplying *You* with electricity under the *contract*, being the later of:

- (a) the date *We* enter into the contract with *You*;
- (b) the date that electricity at the *premises* is turned on in accordance with clauses 11.2 or 11.3 (if applicable); and
- (c) the date that *You* are transferred to us in accordance with clause 11.4 (if applicable); and

"**Supply Period**" means the period commencing on the *supply date* and ending on *contract end date* specified in the *Commercial Terms*;

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

"**Unsolicited Consumer Agreement**" has the meaning given by section 69 of the *Australian Consumer Law* and includes an agreement that is:

- (a) for the supply, of electricity to a *Consumer*; and
- (b) made as a result of negotiations between *Us* and the *Consumer*:
 - (i) in each other's presence at a place other than *Our* business or trade premises; or
 - (ii) by telephone;whether or not they are the only negotiations that precede the making of the agreement; and
- (c) the *Consumer* did not invite *Us* to come to that place, or to make a telephone call, for the purposes of entering into negotiations relating to the supply of electricity (whether or not the *Consumer* made such an invitation in relation to a different supply); and
- (d) the total price paid or payable by the *Consumer* under the agreement:
 - (i) is not ascertainable at the time the agreement is made; or
 - (ii) if it is ascertainable at that time—is more than \$100 or such other amount prescribed by the regulations.

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The *Consumer* is not taken, for the purposes of subsection (c), to have invited *Us* to come to that place, or to make a telephone call, merely because the *Consumer* has:

- (a) given his or her name or contact details other than for the predominant purpose of entering into negotiations relating to the supply of the electricity referred to in subsection (c); or
- (b) contacted *Us* in connection with an unsuccessful attempt by *Us* to contact the *Consumer*.

An invitation merely to quote a price for a supply is not taken, for the purposes of subsection (c), to be an invitation to enter into negotiations for a supply.

A "negotiation", in relation to an agreement or a proposed agreement, includes any discussion or dealing directed towards the making of the agreement or proposed agreement (whether or not the terms of the agreement or proposed agreement are open to any discussion or dealing).

"*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;

"**Wholesale Electricity Market**" means the market established under section 122 of the *Electricity Industry Act 2004* (WA).

"*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*.

28.2 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.

28.3 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

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- (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.

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Attachment

The *Australian Consumer Law* sets out when an agreement is an "*unsolicited consumer agreement*". If *You* would like more information about *unsolicited consumer agreements*, *You* should speak to the Australian Competition and Consumer Commission. If *You* would like advice about whether *Your* agreement with Change Energy is an *unsolicited consumer agreement*, *You* should speak to a lawyer. For *Your* information, *We* have set out the following guidelines about when an agreement may be an *unsolicited consumer agreement*.

Guidelines about when *Your* agreement with Change Energy may be an *unsolicited consumer agreement*.

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

Notice if this is an *unsolicited consumer agreement*

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

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

- (a) *You* have a right to cancel this contract at any time within 10 business days from and including the day after *You* signed or received this contract.
- (b) *You* also have a right to cancel this contract at any time within 3 months from and including the day after *You* signed or received this contract if there has been a breach of sections 73, 74, or 75 of the Australian Consumer Law contained in the Competition and Consumer Act 2010 [Cth].
- (c) *You* also have a right to cancel this contract at any time within 6 months from and including the day after *You* signed or received this contract if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the Australian Consumer Law contained in the Competition and Consumer Act 2010 [Cth].

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

- (a) giving us a notice personally; or
- (b) giving us or sending us a notice, in an envelope addressed to:
Change Energy
10 Milly Court, Malaga, WA 6090
- (c) sending us an email to: sales@changeenergy.com.au; or
- (d) sending us a fax to (08) 9249 9288,
- (e) saying that *You* would like to cancel the *contract*.

You may use the notice below to let us know *You* would like to cancel the *contract*.

Supplying goods or services during the cooling-off period

We are not allowed to supply *You* with electricity or accept or ask for any payment for electricity at any time within 10 business days from and including the day after *You* signed or received this *contract*, unless:

- (a) electricity is not connected to the premises; or
- (b) electricity is connected to the premises, but no electricity is being supplied to the premises by us.

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Section 82 Australian Consumer Law

Cancellation Notice – *Unsolicited consumer agreement*

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

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

Extended right to cancel this agreement

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

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

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

Supplier details

Name: Change Energy
Address: 10 Milly Court, Malaga, WA 6090
Email address: sales@changeenergy.com.au
Fax number: (08) 9249 9288

Details of goods or services supplied under the agreement:

Cost of goods or services: _____

Date of agreement: _____

Transaction number [if any]: _____

Consumer details

Name of consumer: _____

Consumer's address: _____

I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer: _____

Date: _____

Note: You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

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