

## **Further Information**

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

### In writing:

Customer Service Manager  
Synergy  
GPO Box K851  
Perth WA 6842

### In person:

219 St Georges Terrace  
Perth WA 6000

### By internet using our “contact us” web page:

[www.synergy.net.au/contactus](http://www.synergy.net.au/contactus)

### By telephone:

For billing, payment enquiries and complaints by residential customers, on 13 13 53 during business hours.

For TTY users (hearing impaired customers) on (08) 9221 8608 between 7am and 7pm on business days .

For telephone interpretation services (TIS) on 13 14 50 during business hours.

For customers residing outside Western Australia on (08) 6212 2222 during business hours.

To report a fault or emergency, call *Western Power Networks* 24 hours a day on 13 13 51.

The following notice applies if this is an **unsolicited consumer agreement** (as defined in the Australian Consumer Law):

**NOTICE UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW**

**Important Notice to the Consumer**

*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.

I, \_\_\_\_\_, the Customer:

(a) apply to *Synergy* for the supply of electricity to the *premises* on the terms and conditions contained in the Future Communities Plan Non-Standard Electricity Terms and Conditions;

(b) acknowledge receipt of prescribed code of conduct and *Australian Consumer Law* information outlining the various rights and obligations of *Synergy* and the Customer; and

(c) request the supply of electricity during the cooling-off period  (tick if required).

Signed by the **Customer** or for and on behalf of the **Customer** by its duly authorised representative:

Sign: \_\_\_\_\_

Name (print): \_\_\_\_\_

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

Signed for and on behalf of **Synergy** by its duly authorised representative:

Sign: \_\_\_\_\_

Name (print): \_\_\_\_\_

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

**Agent details (if acting on Synergy's behalf)**

Signed for and on behalf of **Synergy** by its duly authorised agent:

Sign: \_\_\_\_\_

Company name: \_\_\_\_\_

Name (print): \_\_\_\_\_

Business address (not PO Box): \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

**Contract Particulars**

**2. Your details**

Title: \_\_\_\_\_

Family name: \_\_\_\_\_

Given names: \_\_\_\_\_

Postal address: \_\_\_\_\_

Suburb: \_\_\_\_\_

Postcode: \_\_\_\_\_

Home: \_\_\_\_\_

Work: \_\_\_\_\_

Mobile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**3. Your business details** *(complete this section for business applications only)*

Registered Business Name: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

**4. Connection details** *(address of site connection required)*

Unit no.: \_\_\_\_\_

Lot/House no.: \_\_\_\_\_

Street: \_\_\_\_\_

Suburb: \_\_\_\_\_

Postcode: \_\_\_\_\_

Date connection required: \_\_\_\_\_

**5. Product & pricing details** *(To be completed by a Synergy representative)*

\_\_\_\_\_

**6. Billing Frequency**

Standard      Group

Standard means a single bill relating to a single supply address. Group means a single bill relating to multiple supply addresses or multiple sites at the same supply address.

## **7. Cooling-off period**

In addition to *your* rights under the Future Communities Plan Non-Standard Electricity Terms and Conditions, *you* can end the *contract* by giving *us* notice that *you* want the *contract* to end during the following period:

(a) if the *contract* 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 contract was made; or

(b) if the *contract* was negotiated by telephone - the period of 10 business days starting at the start of the first business day after the day on which you were given the contract,

(the *cooling-off period*)

We will not supply *you* with electricity during the *cooling-off period*, unless *you* ask us to do so and either:

(c) electricity is not connected to the *premises*; or

(d) electricity is connected to the premises, but no electricity is being supplied to the *premises* by *us*.

If, at *your* request, we supply *you* with electricity during the *cooling-off period* and *you* end the *contract* during the *cooling-off period*, we may charge *you* for any electricity and associated services supplied to *you* during this period.

## **ATTACHMENT A**

The following notice applies if this is an ***unsolicited consumer agreement*** (as defined in the *Australian Consumer Law*):

### **NOTICE INFORMATION UNDER SECTION 79 OF THE AUSTRALIAN CONSUMER LAW**

#### **Your additional rights to cancel this agreement**

In addition to *your* rights described in the agreement:

(a) *You* have a right to cancel this agreement at any time within 10 *business days* from and including the day after *you* signed or received this agreement.

(b) *You* also have a right to cancel this agreement at any time within 3 months from and including the day after *you* signed or received this agreement if there has been a breach of sections 73, 74, or 75 of the *Australian Consumer Law* contained in the *Competition and Consumer Act 2010* (Cth).

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

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

(a) giving *us* a notice personally; or

(b) giving *us* or sending *us* a notice, in an envelope addressed to Synergy 228 Adelaide Terrace, Perth, WA, 6000; or

(c) sending *us* an email to \_\_\_\_\_; or

(d) sending *us* a fax to (08) 6212 1035,

saying that *you* would like to cancel the agreement.

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

#### **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 agreement, 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*.

**ATTACHMENT B**

**Section 82**

**Australian Consumer Law**

Cancellation notice – Unsolicited consumer agreement

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

*You* have a right to cancel this agreement without any reason within 10 *business days* 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 attached to this agreement. *You* may have up to 6 months to cancel this agreement in certain circumstances.

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

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

**Supplier details (to be completed by the supplier)**

Name: Synergy

Address: 228 Adelaide Terrace, Perth, WA, 6000

Email address (if any):

Fax number (if any): (08) 6212 1035

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

### Synergy Future Communities Plan Specification

Terms used in this Synergy Future Communities Plan specification have the meaning given in clause 24.1 of the Synergy Future Communities Plan Non-Standard Electricity Terms and Conditions.

#### Plan Outline

<b>Contract name</b>	Future Communities Plan
<b>Type</b>	Residential
<b>Contract type</b>	Unsolicited Non-standard Contract
<b>Contract term</b>	Ongoing until the contract ends in accordance with the terms of the contract
<b>Termination fee</b>	There is no fee for terminating the contract
<b>General outline of the Future Communities Plan</b>	<ul style="list-style-type: none"> <li>• This Future Communities Plan will be available while we own solar systems on premises involved in the program and we offer the plan.</li> <li>• Only a residential customer who receives an invitation to apply for the Future Communities Plan and meets the eligibility criteria for the Future Communities Plan may apply to participate in the plan.</li> <li>• By opting into this contract, you acknowledge and agree that you either have, or agree to have, a solar system installed by Synergy at the premises and that the solar system is, or will be, owned by Synergy and that we will provide electricity to you, with <i>discounted consumption charges</i> during the hours of 9:00am – 3:00pm AWST.</li> <li>• We own the electricity generated from the solar system at the premises and you will not be entitled to any buyback payments at the premises (including under the distributed energy buyback scheme and any similar payments).</li> <li>• The <i>Future Communities Plan Charges</i> applicable to the plan include a daily fixed supply charge, a consumption charge during the <i>peak daily period</i> and a <i>discounted consumption charge</i> during the <i>off-peak evening period</i> (i.e. 9:00am – 3:00pm AWST).</li> <li>• The <i>Future Communities Plan Charges</i> will apply once you enter into this Future Communities Plan and Synergy's solar equipment and a <i>dual element meter</i> is successfully installed (or has previously been installed) at the premises.</li> </ul>

	<ul style="list-style-type: none"> <li>• We reserve the right to end or withdraw the Future Communities Plan at any time and terminate this contract.</li> <li>• We will notify you before the Future Communities Plan ends or is withdrawn. We will advise you of your options to continue to be supplied with electricity by us.</li> <li>• You will need to provide us with access to the premises as required by us in our discretion to install, access, control and maintain the Synergy's solar equipment.</li> </ul>
<b>Termination of existing agreement</b>	By entering into the Future Communities Plan with us, you acknowledge and agree that your existing electricity supply agreement with us will terminate.

### **Future Communities Plan Charges**

Future Communities Plan Charges	Charge (inc. GST)	When applicable
<b>Daily Fixed Charges – Category 1</b>		
<b>Daily Supply Charge</b>	113.2200 cents per day	Each day.  This charge is payable for supplying electricity to the premises for each day of the billing cycle, irrespective of the amount of electricity you consume.
<b>Consumption Charges – Category 2</b>		
<b>Off peak – Discounted consumption charge</b>	19.4750 cents per unit	9:00am – 3:00pm AWST each day.  This discounted charge is a per unit consumption charge applicable during the above time.  The discount is from the A1 tariff consumption charge applicable at the date the contract is signed.
<b>Peak - consumption charge</b>	31.5823 cents per unit	3:00pm – 9:00am AWST each day.  This is a per unit consumption charge applicable during the above time.  There is no discount from the A1 tariff consumption charge applicable at the date the contract is signed.



## Other fees

We may charge you other standard fees and charges as set out in the "Other Charges" section of our Standard Electricity Prices and Charges brochure or as otherwise published on our website ([www.synergy.net.au](http://www.synergy.net.au)) from time to time.

There will be no solar installation, meter installation or meter reprogramming fee for participating this Future Communities Plan.

The charges payable under the Future Communities Plan can be varied from time to time in accordance with clauses 4.2 and 23.9 the Non-Standard Electricity Terms and Conditions for the Future Communities Plan.

## Contract Features

<b>Cooling-off period</b>	<p>You have a right to cancel this contract within 10 <i>business days</i> after the day on which the contract was made (the <b>cooling-off period</b>).</p> <p>We will commence supplying electricity to you under the Future Communities Plan following the expiry of the cooling-off period unless you specifically request supplier earlier (and the conditions for the contract beginning have all been met).</p> <p>Your existing contracts with us (for supply of electricity) will end on the earlier of the expiry of this cooling-off period and (if applicable) such earlier day that you request supply to commence (provided the conditions for the contract beginning have all been met).</p>
<b>Eligibility criteria</b>	<p>You may apply to <i>us</i> for the supply of electricity under the Future Communities Plan if you meet the following eligibility criteria (and maintain that eligibility while <i>you</i> are being supplied with electricity under the Future Communities Plan):</p> <ol style="list-style-type: none"><li>i. <i>you</i> are a residential customer and you live at the <i>premises</i> and electricity is to be used solely for residential purposes at the <i>premises</i>;</li><li>ii. the <i>premises</i> is a social housing property owned by the Housing Authority (ABN 56 167 671 885);</li><li>iii. <i>you</i>:<ol style="list-style-type: none"><li>a) have been invited by <i>us</i> to participate in the Future Communities Plan; or</li><li>b) if the <i>Synergy solar equipment</i> has already been installed prior to <i>you</i> living at the <i>premises</i>, have</li></ol></li></ol>

	<p>contacted <i>us</i> via phone or email to participate in the Future Communities Plan;</p> <ul style="list-style-type: none"> <li>iv. <i>you</i> apply online for the Future Communities Plan, or <i>you</i> agree over the phone to the terms and conditions of <i>your</i> participation in the Future Communities Plan;</li> <li>v. <i>you</i> have, or will have once <i>Western Power Networks</i> completes its installation, a <i>dual element meter</i> at the <i>premises</i>;</li> <li>vi. <i>Western Power Networks</i> approves (or has already approved) an embedded generation connection application at the <i>premises</i>;</li> <li>vii. <i>Synergy's solar equipment</i> has already been installed prior to <i>you</i> living at the <i>premises</i> or the <i>premises</i> are suitable for <i>Synergy's solar equipment</i> in <i>our</i> absolute discretion;</li> <li>viii. <i>you</i> have not signed up to any <i>green energy options</i>;</li> <li>ix. <i>you</i> have a valid email address and are registered with <i>Synergy's MyAccount</i>;</li> <li>x. <i>you</i> do not have an arrangement with us by which you read the meter at your <i>premises</i>;</li> <li>xi. <i>you</i> do not have a sub-metered account; and</li> <li>xii. <i>you</i> do not have a collective account.</li> </ul> <p><i>You</i> may apply to <i>us</i> for the supply of electricity under the Future Communities Plan if <i>you</i> have (or a person residing at the premises has), or will have, <i>life support equipment</i> in use at the premises, <b>but</b> only if <i>Synergy's solar equipment</i> and a <i>dual element meter</i> has already been installed at the premises prior to <i>you</i> living at the premises.</p> <p>Please be aware you are ineligible to remain in the Future Communities Plan if:</p> <ul style="list-style-type: none"> <li>i. <i>you</i> are disconnected;</li> <li>ii. <i>you</i> are no longer a residential customer;</li> <li>iii. <i>you</i>, or a third party at the premises directly or indirectly cause damage to <i>Synergy's solar equipment</i>;</li> <li>iv. <i>you</i> move away from <i>your</i> residence within the term of the contract;</li> <li>v. <i>you</i> do not give <i>us</i> access to the premises as required by <i>us</i> in our discretion to install, access, control and maintain the <i>Synergy's solar equipment</i>; or</li> <li>vi. <i>you</i> breach the contract and <i>we</i> exercise <i>our</i> termination rights under the contract.</li> </ul>
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## **The difference between a standard and a non-standard contract**

To help you make an informed decision based on your circumstances, we have outlined the difference between a standard contract and a non-standard contract. The Future Communities Plan is a non-standard contract.

You should make your own assessment of the detailed terms and, if necessary, obtain your own independent advice before making a decision in relation to this application.

### **Standard contract**

The electricity supply agreement you are currently on is defined as a standard contract. The terms of a standard contract are governed by regulations and must be approved by the Economic Regulation Authority. A standard contract outlines the standard terms and conditions for all customers who pay standard prices for their electricity.

To view a copy of the standard contract, visit [www.synergy.net.au/termsandconditions](http://www.synergy.net.au/termsandconditions).

To view the standard price (tariff) that applies to the standard contract visit [www.synergy.net.au/prices](http://www.synergy.net.au/prices).

### **Non-standard contract**

The Future Communities Plan is a non-standard contract. A non-standard contract relates to products and offers that do not require approval by the Economic Regulation Authority, but are still governed by the *Electricity Industry (Customer Contracts) Regulation 2005* (WA). These contracts contain different terms and conditions to a standard contract, and may include, for example, variations in price, fees and charges, contract length, payment options, and early termination or exit fees.

If you enter into the Future Communities Plan with *us*, *you* are entitled to receive, or have made available to *you*, a written copy of the final non-standard contract for the Future Communities Plan product.

### **Contact details and more information**

Further and detailed terms and conditions for the Future Communities Plan are contained in the Future Communities Plan Non-Standard Electricity Terms and Conditions which are set out in this document after this Specification.

If you would like more information on the Future Communities Plan please visit [www.synergy.net.au/futurecommunitiesplan](http://www.synergy.net.au/futurecommunitiesplan) or call us on 13 13 53, Monday to Friday, between 7am and 7pm (except public holidays).

Electricity Generation Retail Corporation trading as Synergy ABN 58 673 830 106 | 219 St Georges  
Terrace PERTH 6000 | 13 13 53 | [www.synergy.net.au](http://www.synergy.net.au)

**FUTURE COMMUNITIES PLAN**  
**NON-STANDARD ELECTRICITY TERMS AND CONDITIONS**  
**ELECTRICITY GENERATION AND RETAIL CORPORATION trading as SYNERGY**  
**(ABN 58 673 830 106)**  
**Address: 219 St Georges Terrace, Perth, WA 6000**

**1. SUPPLY OF ELECTRICITY**

We will sell electricity to *you* at the *premises* in accordance with these terms and conditions. These terms and conditions apply to the sale of electricity to:

- (a) All *residential customers* who meet the *eligibility criteria* or;
- (b) The Department of Communities,

and who pay the *Future Communities Plan Charges* for electricity.

**2. CODE OF CONDUCT**

The *code of conduct* regulates the conduct of electricity retailers, network operators and electricity marketing agents. The *code of conduct* is designed to protect the interests of residential and small business users.

Matters covered by the *code of conduct* include electricity marketing, connection, billing, payment, payment difficulties and financial hardship, disconnection, reconnection, pre-payment meters, information and communication, complaints and dispute resolution, reporting and service standards payments to customers.

If *you* are a customer who consumes not more than 160 megawatt hours of electricity per annum, we will supply electricity to *you* under this *contract* in compliance with the *code of conduct*, except where the *code of conduct* does not apply or has been expressly amended by these terms and conditions. Accordingly, where *you* are a customer who consumes not more than 160 megawatt hours of electricity per annum and these terms and conditions deal with a subject matter that is covered by the *code of conduct*, then we will act consistently with the relevant provisions of the *code of conduct* to the extent not amended by the terms and conditions in this *contract*.

You can obtain more information about the *code of conduct* from us or the Economic Regulation Authority - [www.erawa.com.au](http://www.erawa.com.au).

**3. WHEN THE CONTRACT STARTS**

**3.1.** The contract begins once all of the following have occurred:

- (a) we advise *you* that *you* meet the *eligibility criteria* and subsequently we agree (after any applicable *cooling-off period*) to supply electricity to *you* and if *Synergy's solar equipment* is not already installed at the *premises*, once *Synergy's solar equipment* is installed at the *premises*;

- (b) a *dual element meter* has been successfully installed at *the premises* by *Western Power Networks*; and
- (c) interval meter data from the *premises* is available to *us*.

**3.2.** In addition to *Your Protected Rights* under this *contract*, you can end the *contract* by giving *us* notice that you want the *contract* to end during the *cooling-off period*. Unless you specifically request supply immediately (and all of the conditions in clause 3.1 have been met), we will not supply you with electricity under this *contract* during the *cooling off period*.

**3.3.** This *contract* remains in force and effect from the *commencement date* until it is terminated.

#### **4. FUTURE COMMUNITIES PLAN CHARGES AND ELIGIBILITY**

##### **4.1. Future Communities Plan Charges**

You must pay *us* the *Future Communities Plan Charges* that apply to you.

##### **4.2. What are Future Communities Plan Charges?**

The charges are the *Future Communities Plan Charges* and other standard fees and charges as set out in the "Other fees" section of the *specification*.

If we change any of the charges in the *Future Communities Plan Charges*, we will notify you of the changes by no later than your next bill following the relevant change.

The *Future Communities Plan Charges* apply regardless of the amount of electricity generated by *Synergy's solar equipment* that is used at the *premises*.

##### **4.3. Eligibility conditions on Future Communities Plan**

The *Future Communities Plan* and associated *Future Communities Plan Charges* are applicable only to:

- (a) *residential customers* who meet the *eligibility criteria*; or
- (b) The Housing Authority (ABN 56 167 671 885),

and who consent to these terms and conditions.

It is your responsibility to assess if the *Future Communities Plan Charges* you are paying are appropriate for your circumstances based on *eligibility criteria* applicable to the *Future Communities Plan charges*.

You must advise *us* as soon as possible if you no longer meet the *eligibility criteria* applying to the *Future Communities Plan*.

If we discover that you are no longer eligible for the *Future Communities Plan* then this *contract* will terminate under clause 17.3(b), and we will advise you in writing of the *standard price* that you must pay instead of the price that you currently pay.

If we withdraw the *Future Communities Plan*, we will notify you on or before the date of the withdrawal and offer you a *standard price*. If you have been undercharged for your electricity supply because you were being charged at the

*Future Communities Plan Charges* that you were not eligible to receive, then we can require you to pay to us the amount that you have underpaid for the duration of the term that we advise you of the new standard price or a longer period if the underpayment was directly attributable to your act or omission.

#### **4.4. Advising you of a change in charges**

If we need to advise you of a change in charges under clauses 4.2 or 4.3, we will do so by any means including post or *electronic means*

### **5. HOW WE WILL CALCULATE YOUR ELECTRICITY USE**

#### **5.1. Basis of a bill**

You agree and acknowledge that the *Future Communities Plan* is a trial. We will endeavour to use *meter data* for the purposes of the calculations and billing under this contract. However, subject to the *code of conduct*, we have no liability in the event *meter data* is not available made under this contract. We may use estimated data if *meter data* is not available.

Where a *meter* has been installed at *the premises* we use *meter* readings that are provided to us to prepare your bill. We will obtain *meter data* to prepare your bill consistent with clauses 4.6 and 4.7 of the *code of conduct* (where applicable to you).

In any event and provided a *meter* has been installed at *the premises*, we will use our best endeavours to ensure that *Western Power Networks* obtains *meter data* for *the premises* as frequently as required to prepare your bill.

If we cannot reasonably base a bill on *Western Power Networks'* or your reading of the *meter*, or if required by the *code of conduct* (where applicable to you) then we will provide you with an estimated bill in accordance with the *code of conduct* (where applicable to you) and we will inform you in the bill that the bill was estimated. If your bill is estimated you can contact us and we will tell you the basis of that estimation and the reason for the estimation. If we have provided you with an estimated bill and we subsequently obtain an actual *meter* reading from *Western Power Networks* or you, then your next bill will be adjusted to take account of that *meter* reading.

If we provide you with a bill based on an estimate because you failed to provide access to the *meter* and you later request us to replace your estimated bill with a bill based on an actual reading of your *meter*, we will use our best endeavours to do so if you:

- (a) pay our reasonable charge for reading the *meter*; and
- (b) provide due access to the *meter*.

#### **5.2. You can request a meter test**

You can ask us to test the *meter* to ensure that it is measuring accurately and we will arrange for *Western Power Networks* 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 *Western Power Networks* to either repair or replace the *meter* at no charge to you provided you have

complied with clause 8.4 of this *contract*. By *accurate*, we mean the *meter* is measuring as accurately as the law requires.

## 6. **BILLS**

### 6.1. **When we will bill you**

Subject to clause 6.2, we will bill *you* in accordance with the *billing cycle* that we set for *our* customers from time to time. As an indication, *our billing cycle* under this contract is no more than once a month unless agreed otherwise (including pursuant to clause 6.2).

We will issue bills to the address nominated by *you*, which may be an email address.

### 6.2. **First bill exception to billing cycle**

*You* acknowledge that *you* will need to terminate *your* existing contract with *us* in order to enter into this *contract*. This may result in *you* receiving a first bill from *us* under this *contract* that does not cover the entire *billing cycle*. *You* agree to *us* issuing *you* a first bill outside of the normal *billing cycle* and agree to pay it in accordance with these terms and conditions.

After the first bill, all bills issued to *you* will be in accordance with the *billing cycle*.

### 6.3. **Content of your bill**

*You* acknowledge that, given the nature of the *Future Communities Plan Charges* under this *contract*, from time to time we may be unable to provide *you* a bill detailing:

- (a) average daily consumption; or
- (b) a graph or bar chart illustrating the amount due or your consumption for the period covered by the bill, the previous bill and the bill for the same period in relation to the previous year.

*You* consent to *your* bills not containing this information.

### 6.4. **Paying your bill**

*You* must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 *business days* from the date of the bill unless *you* and *we* agree otherwise.

We must accept *your* request to make a payment in advance in accordance with the *code of conduct*, however we will not be required to credit any interest to the amounts paid in advance.

*You* can find out the range of payment options that *you* can choose from by referring to *your* bill, by visiting *our* website or by calling *our* customer service centre.

### 6.5. **If you are having trouble paying**

- (a) If *you* are having trouble paying *your* bills, please advise *us*. We will assess *your* request within five (5) *business days* of *your* request and we will offer *you* assistance (for example, additional time to pay or an instalment plan) and provide *you* with information in accordance with the *code of conduct* (where applicable to *you*) and *our payment difficulties and financial hardship policy* if *you* qualify for



that assistance. If *we* cannot assess *your* request within five (5) *business days*, *we* will refer *you* to a relevant consumer representative organisation to make the assessment.

- (b) If *you* owe us money, *you* may request that *we* transfer the debt to another customer, *we* may transfer the debt to that person provided *we* obtain that person's *verifiable consent*.

## **6.6. If you do not pay your bill**

- (a) If *you* do not pay the total amount payable for any bill by the due date, then *we* can:
  - (i) send a disconnection warning to you; and
  - (ii) subject to complying with clause 5.6 of the code of conduct (where applicable to you), charge you a fee for each overdue account notice we send to you; and
  - (iii) charge you interest on any of the amount you have not paid; and
  - (iv) disconnect your electricity supply; and
  - (v) shorten your billing cycle.
- (b) If *you* do not pay the total amount payable for any bill after we send a *disconnection warning to you*, then *we* can:
  - (i) refer *your* debt to a debt collection agency for collection and if *we* do so, *you* must pay any costs that *we* incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees); and/or
  - (ii) recover your *debt* in any court of competent jurisdiction as a debt due to *us*.
- (c) If *you* pay a bill and the payment is dishonoured or reversed and, as a result, *we* have to pay fees to any other person, *you* must reimburse *us* for those fees.
- (d) If *your* account remains overdue for more than 60 days, *we* may give information about *you* to a credit reporting body. This information will allow the credit reporting body to create or maintain a credit information file containing information about *you*. The information that *we* disclose about *you* to a credit reporting body may include any of the following:
  - (i) identification information including *your* name, sex, address (and *your* previous two addresses), date of birth, name of employer and drivers licence number;
  - (ii) amounts over \$200 that are overdue by more than 60 days and for which debt collection action has started;
  - (iii) advice that *your* payments are no longer overdue in respect of any default that has been listed;

- (iv) information that, in *our* opinion, *you* have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with *your* credit obligations); and
- (v) dishonoured cheques drawn by *you* for \$150 or more which have been dishonoured more than once.

This information may be given before, during or after the supply of services to *you*.

#### **6.7. Billing data**

If *you* consume less than 50 *MWh* of electricity per annum, *we* will give *you* the billing data for the *premises* upon request. Unless *we* are required by law to provide this billing data to *you* free of charge, *you* must pay *us* a reasonable fee before *we* provide the data to *you*. For example, this information will be free of charge:

- (a) for the first request that *you* make in a year if the data requested is for a period less than the last 2 years, or
- (b) if *you* request the billing data in relation to a dispute with *us*.

If *you* have registered for *our* online services, *you* may be able to access this information directly from *our* website at no cost.

### **7. REVIEWING YOUR BILL**

#### **7.1. Reviewing a bill**

If *you* have a query about *your* bill and *you* ask *us* to review the bill, then *we* will review it.

In the meantime, *you* must pay to *us* the balance of the bill that is not being queried or an amount equal to the average amount of *your* bills at *your premises* over the previous 12 months (excluding the bill that *you* are querying), whichever is less. If *you* have any other bills that are due, then *you* must also pay those bills by the due dates.

If in accordance with clause 4.16 of the *code of conduct* (where applicable to *you*) *you* request *us* to review *your* bill, then *we* will review *your* bill and inform *you* of the outcome of the review as soon as *we* can and no later than 20 *business days* from the date *we* are taken to receive *your* request for *us* to review *your* bill.

If after a review of *your* bill:

- (a) *we* are satisfied the bill is correct, *we*:
  - (i) may require *you* to pay the unpaid amount; and
  - (ii) will advise *you* that *you* can ask *us* to arrange a *meter* test; and
  - (iii) will advise *you* of *our customer complaints policy* and any external complaints handling processes; or
- (b) *we* are satisfied the bill is incorrect, *we* will adjust the bill for any undercharging or overcharging (clause 7.2 explains how *we* do this).

## **7.2. Undercharging and overcharging**

- (a) If *we* undercharge *you* for any reason, then *we* can require you to make a correcting payment. However, if *you* are a customer who consumes not more than 160 megawatt hours of electricity per annum (before any *credit* deducted from *your* bill in accordance with these terms and conditions) and *we*:
  - (i) undercharge *you* due to an error, defect or default for which *we* or *Western Power Networks* are responsible; or
  - (ii) are required to adjust the bill in accordance with the code of conduct (other than due to your actions),

*we* can only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to the date that *we* advise *you* that *you* have been undercharged, unless the undercharge results from *your* or someone at the *premises* dishonest or unlawful act or omission. *We* will offer *you* the option to pay the correcting payment by instalments. If you are a customer who consumes more than 160 megawatt hours of electricity per annum, then *we* can recover the amount of any undercharge subject to and in accordance with applicable laws, including the Energy Operators (Powers) Act 1979 (WA).

- (b) If *we* overcharge you due to an error, defect or default for which *we* or *Western Power Networks* are responsible (including where the meter has been found to be defective), then in accordance with the code of conduct (where applicable to you) and subject to clause 21, *we* will notify you and seek *your* instructions as to whether to credit the overcharged amount to *your* account or have the overcharged amount repaid to *you*. If *we* do not receive instructions from *you* within the time required in the *code of conduct*, *we* will use reasonable endeavours to credit the overcharged amount to *your* account. The 12 month limit referred to in clause 7.2(a) does not apply to amounts that *we* have overcharged you.
- (c) If *we* overcharge *you* and *you* owe *us* a debt, *we* may after providing written notice to *you*, use the amount *you* have been overcharged to set off the debt *you* owe *us* provided that *you* are not experiencing payment difficulties or financial hardship in accordance with the *code of conduct*. If, after the set off, there remains an amount of credit to *you*, *we* will deal with it in accordance with clause 7.2(b).

## **8. ELECTRICITY SUPPLY EQUIPMENT AND YOUR EQUIPMENT**

### **8.1. Electricity supply equipment**

The *electricity supply equipment* remains the property of *Western Power Networks* at all times and *Western Power Networks* is responsible for installing and maintaining the *electricity supply equipment*.

*You, or anyone else* must not do anything that will damage, bypass or interfere with the *electricity supply equipment* or use electricity in a way that interferes with that equipment at the nominated address. *You* must ensure, and take all necessary actions to ensure, that any other person does not do anything that will damage, bypass or

interfere with the *electricity supply equipment* or use electricity in a way that interferes, damages or bypasses that *electricity supply equipment*.

## **8.2. Premises equipment**

*You*, or anyone else must not do anything that will damage or interfere with the *premises equipment* or use electricity in a way that interferes with the *premises equipment*.

**“premises equipment”** means all wiring, apparatus and other equipment or works located at the *premises* which are used for, or in connection with, the supply or consumption of electricity, except any *electricity supply equipment* or *Synergy’s solar equipment*.

## **8.3. Synergy’s solar equipment**

*Synergy’s solar equipment* remains our property at all times and we are responsible for installing and maintaining *Synergy’s solar equipment*.

*You*, or anyone else must not do anything that will damage or interfere with *Synergy’s solar equipment* or use electricity in a way that interferes with that equipment at the *premises*.

## **8.4. Prohibited activity**

(a) *You* must not, and *you* must ensure that no other person (by act or omission),:

- (i) tampers with, bypass, circumvent or otherwise interfere with the *electricity supply equipment* or *Synergy’s solar equipment*;
- (ii) does anything that will prevent *Western Power Networks* from accessing the *electricity supply equipment* and *Synergy’s solar equipment*;
- (iii) does anything that will prevent *us* from accessing the *electricity supply equipment* and *Synergy’s solar equipment* in accordance with this contract;
- (iv) uses electricity in a way that interferes with the supply of electricity to anyone else;
- (v) uses electricity in a way that interferes with the supply of electricity by *us* to *you*;
- (vi) uses electricity in a way that causes loss to *us* or anyone else; or
- (vii) contravenes any applicable laws in relation to the use of electricity, use or operation of the *electricity supply equipment*, use or operation of *Synergy’s solar equipment* or use or operation of *your equipment*.
- (viii) *You must immediately notify us on becoming aware of any behaviour or circumstances which is suspected to or may reasonably be expected to contravene clauses 8.4(a) of this contract.*
- (ix) *In the event you or someone else tampers with, bypasses, circumvents or otherwise interferes with the electricity supply equipment or Synergy’s solar equipment then you will be responsible for any loss or damage to us.*

## **8.5. Synergy’s solar equipment disconnection**

- (a) *Synergy’s solar equipment* may be disconnected from the *Western Power Networks* network for safety or operational reasons or for planned maintenance, or for any reason whatsoever without notice in *our* absolute

discretion. However, *Synergy* will endeavour to provide reasonable notice of any planned maintenance of *Synergy's solar equipment* and any interruption or disconnection of *your* electricity supply for the purposes of such planned maintenance.

- (b) *Synergy's solar equipment* may be disconnected from the *Western Power Networks* network at any time without notice in an *emergency*.

#### **8.6. Small renewable energy system generation**

- (a) *We* own the electricity generated by *Synergy's solar equipment*.
- (b) *We* are entitled to operate, control and dispatch *Synergy's solar equipment* in our absolute discretion.
- (c) *You* are not entitled to any buyback payment for electricity generated by *Synergy's solar equipment*, including the distributed energy buyback scheme and any similar or related payment schemes.
- (d) *You* must provide us with the information we reasonably require for the purposes of the contract in the required format and by the specified deadline.

### **9. MOVING PREMISES**

- (a) If *you* move out of the *premises*, *you* must notify us:
  - (i) of the date of your departure from the *premises* at least 3 *business days* before *you* move out unless *you* and *we* otherwise agree; and
  - (ii) of an address where the final bill can be sent.
- (b) This *contract* will terminate on the date that *you* move out of the *premises*.
- (c) If *you* notify us as described in clause 9(a), and *you* move out of the *premises* at the time specified in *your* notice, then *we* will arrange a final *meter* reading on the day that *you* move out of the *premises* and issue a final bill to *you* for electricity consumed at the *premises* and other charges relating to *your* supply at the *premises* and any *credit* (including, for example, *Future Communities Plan Charges*) up to the day *you* move out of the *premises*.
- (d) If *you* have demonstrated to us that *you* were evicted from the *premises* or were otherwise required to vacate the *premises*, *we* will not require *you* to pay for electricity consumed at the *premises* from whichever is the later of, the date *you* vacate the *premises* and the date that *you* notify us of the following:
  - (i) the date that *you* vacated or intend to vacate the *premises*; and
  - (ii) a forwarding address to which a final bill may be sent.

However, *we* may still charge *you* for other charges relating to *your* supply at the *premises* (including, for example, supply charges and our reasonable charges for reading the *meter*).

- (e) If *you* move out of the *premises*, and *you* have not notified us of that and of an address where the final bill can be sent, at least 3 *business days* before *you* move out, then, subject to any applicable laws, *we* may require *you* to pay for our reasonable charges for reading the *meter* and for electricity consumed at

the *premises* for up to a maximum of five (5) days after *you* do notify *us* that *you* have moved out of the *premises*.

- (f) If *you* move out of the *premises* and *you* have given *us* at least 3 *business days'* notice of the time of *your* departure from the *premises* and of an address where the final bill can be sent before *you* move out, then (despite the notice requirements in clause 9(a)) *we* may require *you* to pay for our reasonable charges for reading the *meter* and for the electricity consumed at the *premises* only up to the day *you* move out of the *premises*.

If *your* final bill is in credit after *you* have paid *us* all amounts payable under the contract including this clause 9, then *you* can choose to have *us* credit *your* new account with this amount or repay the amount to *you*.

## 10. ACCESS TO THE PREMISES

- (a) *You* must let *us* or persons nominated by *us* (including Western Power Networks and our contractors) have safe and unrestricted access to the *premises* (including on top of and inside the roof, inside the garage and inside the home) when we need it and without having to give *you* notice, at all reasonable times and at any time in an *emergency*, for the purposes of the performance of our functions in relation to the supply of energy to *you* or the installation of *Synergy's solar equipment*, or where Western Power Networks need access, for the purposes of the performance of their functions in relation to their *electricity supply equipment*, including:
  - (i) to read the *meter*; or
  - (ii) to install, maintain, inspect or work on the *electricity supply equipment*; or
  - (iii) to install, maintain inspect or work on *Synergy's solar equipment*; or
  - (iv) to disconnect *your* electricity supply; or
  - (v) to disconnect *Synergy's solar equipment*;
  - (vi) to decommission *Synergy's solar equipment*;
  - (vii) to inspect or work on *your* equipment; or
  - (viii) for any other reason relating to the supply of electricity to the *premises* by *us* or the export of electricity at the *premises* by *us*.
- (b) A person entering the *premises* on *our* behalf will clearly display identification that identifies the person as *our* employee or agent or contractor and show his or her identification to *you* if *you* ask to see it.
- (c) If *you* do not provide safe and unrestricted access to the *premises* for the purposes of a *meter* reading by Western Power Networks, *we* may request *you* to read the *meter* and provide the *meter* reading to Western Power Networks. If *we* make that request then *you* must read the *meter* and provide the *meter* reading to Western Power Networks within the timeframe specified in *our* request. This does not prejudice *our* rights and remedies in respect of *your* breach of clause 10(a)(i).
- (d) Nothing in this *contract* limits or excludes in any way the consent *you* are deemed to have given under section 46(9) of the *Energy Operators (Powers) Act 1979 (WA)* and this clause 10 is otherwise subject to clause 22.5 (which relates to the application of laws).

- (e) If you move away from the address you are located at, you will no longer be eligible to remain on Future Communities Plan and this contract will terminate.

## **11. INTERRUPTIONS TO YOUR ELECTRICITY SUPPLY**

### **11.1 Emergency and other reasons**

*We can interrupt or disconnect your electricity supply at any time without notice to you in an emergency, if we are permitted or required by law or if Western Power Networks requires us to do so. We will use our best endeavours to turn your electricity on again as soon as reasonably practicable once it is safe to do so.*

*If we disconnect your electricity supply because that emergency was caused or substantially contributed to by you or anyone under your care, custody or control or who was present at the premises with your permission, then we can charge you a fee for disconnecting your electricity supply and we can also charge you a fee for reconnecting your electricity supply. We will reconnect your electricity supply when you ask us to do so and we are satisfied that the emergency no longer exists and it is otherwise safe to reconnect your electricity supply.*

### **11.2 Planned work on distribution system**

*We can interrupt or disconnect your electricity supply at any time if Western Power Networks needs to carry out planned work on a distribution system. Western Power Networks will advise you directly if it needs to carry out planned work.*

### **11.3 Planned work on distribution system**

*We can interrupt or disconnect your electricity supply at any time if we need to carry out any works on Synergy's solar equipment.*

### **11.4 Events beyond your control**

*If an event beyond your control occurs and prevents you 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.*

### **11.5 Events beyond our control**

*If an event beyond our control occurs and prevents us performing any of our obligations under this contract, 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 (for example, on television, radio or in a newspaper).*

#### **11.6 Disconnection due to your actions**

We can arrange for *Western Power Networks* to disconnect *the premises* from electricity supply, acting in accordance with clause 11.6 and any applicable laws including the *code of conduct*, if:

- (a) *you* fail to pay a bill in full by the due date shown on the bill; or
- (b) *you* do not give *us* or *Western Power Networks* safe and unrestricted access to the *premises*, *Synergy's solar equipment* or the *meter* at the *premises*; or
- (c) there has been unlawful or unauthorised use or supply of electricity at the *premises* or any other *premises*; or
- (d) *you* fail to keep *your equipment* in good working order or condition;  
or
- (e) *you* get electricity supplied to the *premises* in breach of this *contract*; or
- (f) *you* commit a substantial breach of any of *your* obligations under this *contract*; or
- (g) without limiting any of the above paragraphs, *you* breach any of *your* obligations under this *contract* where that breach is capable of remedy and *you* fail to remedy the breach within 10 business days of *us* requesting *you* to do so.

#### **11.7 Things we must do before disconnecting your electricity supply**

If *we* wish to disconnect *the premises* from electricity supply because *you* fail to pay a bill within the meaning of clause 7.1 of the *code of conduct*, *we* will (subject to the *code of conduct* (where applicable to *you*)):

- (a) give *you* a *reminder notice* not less than 15 *business days* from the date that *we* sent *you* the bill;
- (b) use *our* best endeavours to contact *you* to advise of the proposed disconnection;
- (c) if *you* still have not paid *us* after the *reminder notice*, then give *you* a *disconnection warning* not less than 20 *business days* from the date that *we* sent *you* the bill, advising *you* that *we* may disconnect *you* on a day that is at least five (5) *business days* after the date *you* are deemed to receive the *disconnection warning*; and
- (d) not disconnect *you* until at least 1 *business day* after the date that *we* say *we* may disconnect *your* electricity supply in the *disconnection warning*.

If *we* wish to disconnect *your* electricity supply because *you* fail to give *us* or *Western Power Networks* access to the *meter* at the *premises*, *we* will:

- (e) only disconnect *you* if *you* deny access for at least 9 consecutive months; and
- (f) give *you* at least a five (5) *business day's written notice*.
  - (i) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises*; and



- (ii) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
- (iii) advising *you* of our ability to arrange disconnection if *you* fail to provide access to the *meter*; and
- (g) use *our* best endeavours to contact *you*; and
- (h) give *you* an opportunity to offer reasonable alternative access arrangements; and
- (i) if *you* still have not given us or Western Power Networks access, give *you* a disconnection warning advising *you* that we will disconnect *you* on a day that is at least five (5) *business days* from the day *you* are deemed to receive the disconnection warning.

Unless *you* have requested *us* to disconnect *your* electricity supply or *we* are required to disconnect *your* electricity supply due to an *emergency*, *we* will not arrange for disconnection:

- (j) if *you* have made a complaint directly related to the reason for disconnection to us, Western Power Networks, the *electricity ombudsman* or another external dispute resolution body and that complaint has not been resolved;
- (k) after 3.00 pm Monday to Thursday;
- (l) after 12.00 noon on a Friday; or
- (m) on a Saturday, Sunday, public holiday or on the business day before a public holiday except where Western Power Networks has arranged for a planned interruption under clause 11.2.

#### **11.8 Reconnection of electricity supply**

If *your* electricity supply is disconnected under clause 11.6, then *we* will arrange for *Western Power Networks* 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.

For example, the circumstance giving rise to the disconnection may no longer exist because *you* provide access to the *premises* and the *meter* at the *premises* or *we* are reasonably satisfied that *you* cannot continue to obtain *your* electricity in the unauthorised way and *you* have paid all amounts owing to *us* under this *contract* (or agreed with *us* an arrangement to pay them).

Before *we* arrange for *Western Power Networks* to reconnect *your* electricity supply under this clause 11.8, *you* must pay *us*:

- (a) all reasonable costs *we* incur in disconnecting *your* electricity supply; and
- (b) a fee for reconnecting *your* electricity supply under this clause 11.8 or accept an instalment plan for *our* fee for reconnecting *your* electricity supply under this clause 11.8; and
- (c) for all electricity that *you* used (or which *we* estimate that *you* used) and have not paid for (except to the extent *you* have agreed *our* offer for *you* to repay the debt via an instalment plan or other payment arrangement).

- (d) If we are obliged to reconnect *your* electricity and *you* ask *us* to reconnect *your* electricity at a time:
- (e) before 3.00pm on a *business day*, then we will forward *your* request to *Western Power Networks* on that day; and
- (f) after 3.00pm on a *business day* or on a day that is not a *business day*, then we will forward *your* request to *Western Power Networks* no later than the next *business day*.

#### **11.9 Consequences of disconnecting your electricity supply**

If *Western Power Networks* disconnects *your* electricity supply at *our* request under clause 11.6, then:

- (a) we can, or we can arrange for *Western Power Networks*, 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*; and
- (c) *you* must not reconnect the electricity supply.

#### **11.10 Reporting illegal use**

If we think *you* or someone else at the *premises* have used, or are obtaining, electricity illegally, then we can advise the Director of Energy Safety, *Western Power Networks* and the Police (as appropriate) and give them any information that we have in relation to *your* electricity use.

## **12. ELECTRICITY SUPPLY**

### **12.1 The nature of the electricity supplied to you and electricity generated by system**

In order to sell electricity to *you*, we ask *Western Power Networks* to deliver and take the electricity through the electricity network.

The electricity generated by *Synergy's solar equipment* is intermittent and does not operate if electricity is not being supplied at the *premises* from the electricity network. The electricity generated by *Synergy's solar equipment* is owned by *Synergy* and may or may not be used within the *premises* depending on the amount of electricity generated and amount of electricity used.

The electricity network is operated by *Western Power Networks* and we cannot control the way in which *Western Power Networks* operates the electricity network. For example, we cannot control the quality, frequency or continuity of electricity being supplied to *you* through the electricity network.

As a result, the electricity supplied to *you*:

- (a) may not be free from interruptions or fluctuations and may fluctuate in quality from time to time;
- (b) will be of the quality of electricity contained in the electricity network; and

- (c) may not suit *your* specific needs if, for example, *you* have specific goods or equipment at the premises that require continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality.

There are things *you* can do to minimise the impact of these interruptions, fluctuations and other supply limitations so that *you* can protect *your* property and interests.

For example, in the case of an unexpected, prolonged power outage affecting *your* refrigerator/freezer contents, *you* may be reasonably able to minimise *your* loss (depending on the circumstances) by asking a friend/neighbour if *you* can use their refrigerator/freezer (if they are not affected by the outage) or by obtaining bagged ice from *your* local service station or other outlet. If those or similar options would not be reasonably available to *you* in that situation, then *you* should consider if the value of the contents of *your* refrigerator/freezer (such as important medicines or expensive foods, wines or other produce) means they are worth protection by some other, possibly more substantial and reliable means that *you* could reasonably put in place (such as a back-up power supply).

*You* are best placed to know *your* particular needs and how best to protect them. So, if *you* do have particular needs or specific goods or equipment that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality, then *you* should take reasonable care to ensure *you*:

- (a) address *your* particular needs, including making suitable alternative arrangements (for example, a back-up supply or alternative power source);
- (b) protect persons, property, goods and equipment at the *premises* from any loss, harm or damage that arises if the electricity supplied to *you* is not free from interruptions or fluctuations in supply or fluctuations in quality (for example, installing surge protection devices for sensitive equipment); and
- (c) otherwise do what *you* reasonably can to mitigate *your* loss arising from any interruptions or fluctuations in supply or fluctuations in quality.

Further, as electricity is by its nature inherently dangerous (including risks of fire and electrocution) *you* must take care in relation to *your* use and treatment of electricity supplied and exported. *You* must only use electricity with appropriate wiring, fittings, appliances and installations that comply with applicable laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed electrician. For more information on electricity safety please contact EnergySafety, Department of Mines, Industry Regulation and Safety.

## **12.2 Operation of the electricity network**

As an electricity retailer, *we* are not responsible for matters relating to the operation of the electricity network. However, to assist *you* when *you* raise a concern with *us* about *your* electricity supply, *we* can:

- (a) supply *you* with a copy of the distribution standards if *you* pay *us* a *fee*; and

- (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; and
- (d) forward *your* concerns to *Western Power Networks*.

For more information about how *you* can raise a concern with *us* about *your* electricity supply, visit *our* website or call *our* customer service centre.

## 13. LIABILITY

### 13.1 Protected rights

- (a) If *you* are a *Consumer*, we may be taken to have given *you* certain consumer guarantees under the *Australian Consumer Law* about the supply of goods (including electricity) or services (if any) to *you*. If we fail to comply with those consumer guarantees, then *you* may have rights against *us* under the *Australian Consumer Law* that we are prohibited by law from excluding, restricting or modifying.

However, where any electricity or other goods or services (if any) supplied under this *contract* are not of a kind ordinarily acquired for personal, domestic or household use or consumption, *our* liability for breach of any consumer guarantee applicable to *our* supply of those goods or, if applicable, services under the *Australian Consumer Law*, is (to the extent permitted by the *Australian Consumer Law*) limited to any one or more of the following, as determined by *us*:

- (i) the supply of equivalent goods or, as applicable, the supply of the services again;
  - (ii) the payment of the cost of acquiring equivalent goods or, as applicable, of having the services supplied again.
- (b) Nothing in this *contract* is to be taken to exclude, restrict or modify *Your Protected Rights* if and to the extent that we are prohibited by law from excluding, restricting or modifying them. This applies whether or not *you* are a *Consumer*.
  - (c) This clause 13.1 takes precedence over every other provision of this *contract* and applies despite any other provision of this *contract* to the contrary. If another provision of this *contract* has (or, but for this clause 13.1(c), would have) an effect that is inconsistent and conflicts with clause 13.1, then this clause 13.1 overrides that other provision and that other provision will not apply where and to the extent it is inconsistent and conflicts with clause 13.1.

### 13.2 Other liability limitations

- (a) **Protected rights have priority**

*Your Protected Rights* are not excluded, restricted or modified by this clause 13.2, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

(b) **All customers-general exclusion of implied warranties etc**

Unless this *contract* expressly provides otherwise, all conditions, warranties and guarantees *you* may have at any time in relation to this *contract* (including without limitation any rights of recovery or to compensation) however arising, are, to the maximum extent permitted by law, excluded. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

(c) **All customers general exclusion of our Supply Related Liability**

We supply electricity, but we do not own or operate the network. The network is operated by *Western Power Networks*. Unless otherwise expressly provided in this *contract* (such as, in clause 13.2(e)), in no event are we liable to *you* for any *Supply Related Liability*. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

Although we, as an electricity retailer, may not be responsible for *Supply Related Liability*, if *you* ask us, we will raise concerns that *you* may have in relation to *your* electricity supply with *Western Power Networks*. *You* may also be eligible for a service standard payment from *Western Power Networks* in certain circumstances under the Electricity Industry (Network Quality and Reliability of Supply) Code 2005 or the *code of conduct*. *You* can obtain more information about this payment by contacting *Western Power Networks* or us.

(d) **Our statutory liability limitations still apply**

To the extent we are liable to *you* for any loss or damage under this *contract*, that liability is limited to the fullest extent permitted under law, including the *Energy Operators (Powers) Act 1979 (WA)* and the *Electricity Corporations Act 2005 (WA)*. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

(e) **Additional limitations of our liability**

In addition to clause 13.2(d), to the fullest extent permitted by law we will not be liable to *you* for any loss, damage or liability (including any *excluded loss* and any *Supply Related Liability* or any loss, damage or liability related to *Synergy's solar equipment*) arising for any reason under or in relation to this *contract*. However, that limitation does not apply to any *direct loss* (including any *direct loss* that is *Supply Related Liability*) *you* suffer or incur to the extent it is caused by *our* negligence. In no event are we liable to *you* for any *excluded loss*. However, please note clause 13.2(a) which relates to *Your Protected Rights*.

In the event of any defect in *Synergy's solar equipment* and/or *meter* and *meter* related equipment or any delay in the installation or reprogramming of any of them, then subject to *Your Protected Rights*, we shall have no liability for any loss (either direct or indirect) suffered or incurred by *you*,

whether arising out of or in connection with *our* breach of contract, breach of statutory duty, negligence or otherwise.

(f) **All customers - our liability limitations are cumulative**

Each of the limitations of *our* liability in this clause 13.2 applies in addition to each and every other relevant limitation of *our* liability, whether provided in this *contract*, at law or otherwise.

**13.3 Indemnity**

(a) **Protected rights have priority**

*Your Protected Rights* are not excluded, restricted or modified by this clause 13.3, if and to the extent that such an exclusion, restriction or modification is prohibited by law.

(b) **Indemnity**

*You* must indemnify *us* fully against all and any loss, damage or liability of any kind caused by, consequent upon, or arising out of any acts or omissions on *your* part in relation to:

- (i) your breach of any term of this contract;
- (ii) your breach of any applicable laws; or
- (iii) your negligence, fraud, theft or other wrongful act or omission, but only to the extent that such loss or damage was reasonably foreseeable as a possible consequence of *your* breach, negligence, fraud, theft or other wrongful act or omission, and that doing so would not be inconsistent and conflict with clause 13.1.

This indemnity is without prejudice to any other right or remedy *we* have and survives termination of this *contract*.

**13.4 Legitimate interests**

The terms of this clause 13 (including those that exclude, restrict or modify *our* liability) are reasonably necessary to protect *our* legitimate interests, including in the circumstances and for the reasons outlined in clause 13 and by appropriating risks so as to help minimise *our* charges for electricity for all *our* customers.

**14. CONFIDENTIALITY OF YOUR INFORMATION**

- (a) Unless *we* are permitted to do otherwise under this *contract*, *we* will use and otherwise deal with *your* information and keep it confidential, subject to and consistent with *our privacy policy*. *Our privacy policy* sets out the steps *we* take to ensure that *your* information remains confidential. In particular, but without limiting the above, *we* will keep *your* information confidential unless:

- (i) *we* have *your* prior written consent; or

- (ii) the law (including applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to disclose it; or
  - (iii) *we* need to use the information for our regulatory reporting or compliance, or in any legal or regulatory proceedings; or
  - (iv) the information is already in the public domain; or
  - (v) *we* believe *you* have obtained or used electricity illegally or in an unsafe manner and, as a result, *we* provide relevant information to the Economic Regulation Authority or the Director of Energy Safety, *Western Power Networks* or the Police (as appropriate); or
  - (vi) *we* use the information for business purposes, provided that *we* will only do so subject to applicable laws and, if *you* are an individual purchasing electricity for a *private purpose*, then *we* will only do so to the extent such use:
    - (A) does not cause a significant imbalance of the parties' rights and obligations arising under this contract; or
    - (B) is reasonably necessary in order to protect *our* legitimate interests from time to time; or
    - (C) does not cause *you* detriment (whether financial or otherwise); or
    - (D) is otherwise permitted under any of paragraphs (i) to (v) of this clause (both inclusive).
- (b) *We* will ensure *our privacy policy* is consistent with applicable privacy laws. A copy of *our privacy policy* is available free of charge from *our* website ([www.synergy.net.au/privacy](http://www.synergy.net.au/privacy)) or by calling *our* customer centre on 13 13 54 to request a copy.
- (c) *You* agree to the above arrangements, including to the terms of our *privacy policy* and any use or disclosure of *your* information which is required or permitted by this *contract*, our *privacy policy*, applicable privacy laws or any other law.
- (d) *You* agree that *your* information can be used for marketing and business development purposes.

## 15. COMPLAINTS

If *you* wish to raise a complaint concerning *our* performance of *your* electricity supply, *we* encourage *you* to contact *us* to discuss the issue. *We* will manage and consider *your* complaint consistently with *our customer complaints policy* which complies with Australian Standard AS/NZS 10002:2014 in relation to complaint handling and in accordance with the *code of conduct*.

If *you* are not satisfied with how *your* complaint is being managed *you* may have the complaint considered by a senior member of staff. If *you* are not satisfied with *our* response to *your* complaint *you* may request *our* response and reasons in writing. Should *you* remain dissatisfied with *our* response, *you* may raise the complaint with the *electricity ombudsman*, whose contact details can be found in *our customer complaints policy*.

## 16. INFORMATION

### 16.1 We will provide you with information

If *you* wish to obtain further information about the *contract* or the supply of electricity, please contact *us*. If *you* request it, *we* will provide *you* with or make available in accordance with the *code of conduct* (where applicable to *you*):

- (a) information on the Future Communities Plan *Charges, standard price* and *our* other fees within 8 *business days* of the date of receipt of *your* request (where 'date of receipt' has the meaning given to that term in the *code of conduct*); and
- (b) general information on energy efficiency, including how *you* may arrange for an energy efficiency audit of the *premises* and the typical running costs of major domestic appliances; and
- (c) information on the distribution of electricity; and
- (d) information on the types of *concessions* available to *you*; and
- (e) any other information *we* said *we* would provide *you* in this *contract*.

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

### 16.2 You must provide us with information

- (a) *You* must provide *us* with information *we* reasonably require for the purposes of this *contract* and *you* acknowledge that any failure to provide *us* with such information may affect *our* ability to supply electricity to *you* under this *contract*. All information must be correct, and *you* must not mislead or misrepresent the information *you* provide to *us*. *We* have rights if information *you* provide is incorrect, misleading or deceptive.
- (b) In accordance with applicable laws *we* may disclose information to state and federal government agencies, regulatory authorities or agencies with statutory functions for the purposes related to this *contract*. Such information includes but is not limited to *your* personal details relating to *concessions*.

### 16.3 Change of information

*You* must tell *us* as soon as possible if information *you* have provided to *us* changes. For example without limitation, *you* must advise *us* if:

- (a) there is a change in *your* contact details or the address to which *your* bills are to be sent; or
- (b) *you* change something at the *premises* which makes *our* access to the *meter* more difficult; or
- (c) *you* change something at the *premises* which makes *our* access to *Synergy's solar equipment* more difficult; or
- (d) *you* become aware of any problem with the *electricity supply equipment* which is at, or reasonably close to, the *premises*.



## 17. ENDING THE CONTRACT

### 17.1 When the contract ends

- (a) This *contract* will continue until the expiry of the *term*, unless terminated earlier in accordance with this *contract*.
- (b) If *you* end this *contract* because *you* enter into a new contract for the supply of electricity with *us*, this *contract* ends on the expiry of the cooling off period (if applicable) specified in the new contract.
- (c) If *you* end this *contract* because *you* enter into a contract for the supply of electricity with another retailer, this *contract* ends when *we* receive notification from *Western Power Networks* that the *premises* have been transferred to the other electricity retailer in accordance with the *customer transfer code*.

### 17.2 When you can end the contract

*You* can end the *contract* at any time by advising *us* at least five (5) days before the day *you* want the *contract* to end.

### 17.3 When we can end the contract

- (a) The Future Communities Plan is a trial product. *We* have the right, in our sole discretion, to stop offering *the* Future Communities Plan to customers at any time and terminate this *contract* with *you*. If before the expiry of the *term* *we* give *you* notice that the Future Communities Plan will cease to be offered to *you*, *we* will not charge *you* a fee for the final meter reading or a fee for the final bill under this *contract* and *we* will assist *you* to enter into a new contract for the supply of electricity with *us* on different terms and conditions.
- (b) *We* can also end the *contract* by giving *you* prior notice if:
  - (i) *you* become insolvent (as defined in the *Corporations Act 2001* (Cth)); or
  - (ii) *you* have a liquidator appointed; or
  - (iii) *you* become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth)); or
  - (iv) *you* commit a substantial breach of any of *your* obligations under this *contract*; or
  - (v) *you* breach any of *your* obligations under the *contract* for which *we* have a right under the *contract* or a written law to disconnect supply; or
  - (vi) *you* cease to be a *residential customer* living at *your* nominated address; or
  - (vii) *you* cease to meet any of the *eligibility criteria*; or
  - (viii) without limiting any of the above paragraphs, *you* breach any of *your* other obligations under this *contract* where that breach is capable of remedy and *you* fail to remedy the breach within 10 *business days* of *us* requesting *you* to do so; or
  - (ix) if *we* become aware that a person residing at the *premises* will be using *life support equipment* at any time (including prior to the installation of *Synergy's solar equipment* and *dual element meter*).

- (c) We can end the *contract* without giving you prior notice if you vacate the *premises* and after reasonable enquiry we are satisfied you no longer occupy or reside at the *premises*.
- (d) We may charge you fees if we end the *contract* for a reason in clause 17.3(b) or 17.3(c) in accordance with clause 17.4.

#### 17.4 What happens after a contract ends

If the *contract* ends:

- (a) we may arrange for a final meter reading and for disconnection;
- (b) we may issue a final bill to you;
- (c) subject to clause 17.3(a) and the provisions of any written law, we can charge you a fee for the final meter reading, disconnection and final bill;
- (d) we can remove Synergy's solar equipment or arrange for Western Power Networks to remove the electricity supply equipment at any time and you must let us have safe and unrestricted access to the *premises* to allow us to do so; and
- (e) you will remain liable to pay any outstanding payments to us and we will have no further obligation to supply electricity to you.

#### 18. [NOT USED]

#### 19. 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, supplier, tax invoice** and **taxable supply** have the meanings given to those terms in the *GST Law*.
- (b) All sums payable, or consideration to be provided, under the *contract* are expressed 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) The *supplier* must provide a *tax invoice* (or an *adjustment note*) to the *recipient* in respect of the *taxable supply* and the obligation of the *recipient* to pay the *GST* on a *taxable supply* is conditional on the *supplier* providing a *tax invoice* or *adjustment note*.

#### 20. ADJUSTMENTS FOR A CHANGE IN LAW AND NETWORK ACCESS COSTS

- 20.1** To the extent permitted by law, if a *change in law* occurs we may adjust the Future Communities Plan applicable under the *contract* to the extent necessary to place us in the position we would have been in under the *contract* had it not been for the *change in law*.

- 20.2** To the extent permitted by law, if a change in *network access tariffs* occurs, or a new *network access tariff* is imposed, we may charge you an amount to the extent necessary to reflect that proportion of the effect of the new *network access tariff* or change in *network access tariffs*, which we estimate in good faith is fairly attributable to or payable by you, taking into account the amount of electricity we supply to you.
- 20.3** To the extent permitted by law, if you change the rate at which you use electricity, we may adjust the Future Communities Plan *Charges* applicable under the *contract* to the extent necessary to reflect that proportion of any increase in *network access tariffs* which we estimate in good faith is fairly attributable to or payable by you, taking into account the amount of electricity we supply to you.
- 20.4** If we adjust the Future Communities Plan *Charges* in accordance with clauses 20.1 or 20.3, or we charge an amount in accordance with clause 20.2, we will notify you of the change in the charge by any means including post or *electronic means*.
- 20.5** This clause 20 does not limit or prejudice in any way any other rights we have from time to time to adjust the Future Communities Plan *Charges* applicable under the *contract*.

## **21. LIFE SUPPORT**

You will notify us immediately if a person who is on life support occupies the *premises* at any time.

## **22. SET OFF**

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

## **23. MISCELLANEOUS**

### **23.1 Co-operation with Western Power Networks**

You agree to:

(a) co-operate with *Western Power Networks* in relation to the supply and consumption of electricity at the premises, including in relation to connecting the *premises* to the *distribution system* and disconnecting the *premises* from the *distribution system*; and

(b) allow us to give *Western Power Networks* your details.

### **23.2 Notices**

Any notice or other communication given under the *contract*:

- (a) does not have to be in writing, unless the *contract* expressly requires that the notice or communication must be in writing;
- (b) subject to clause 22.2(c) is taken to be received:
  - (i) in the case of a verbal communication, at the time of the communication; and
  - (ii) in the case of hand delivery, on the date of delivery; and
  - (iii) in the case of post, on the second business day after posting; and
  - (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 email, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
  - (vi) in the case of online feedback to *us* via *our* internet website contact system, on the date on which *our* systems record that the online feedback was successfully received; and
- (c) If received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

### **23.3 Electronic means**

- (a) *You* agree that *we* can use *electronic means* to give information to *you*.
- (b) *We* can decide procedures as to how communication by *electronic means* will operate and what things can be communicated by *electronic means*.
- (c) If *you* are not able to receive information by *electronic means*, *we* can decide to give information to *you* by other means such as mail.

### **23.4 No assignment**

- (a) Unless *we* give *you our* prior written consent, *you* must not transfer, assign or otherwise dispose of any of *your* rights or obligations under the *contract*.
- (b) *We* can assign or novate the *contract* without notice to *you*, to any person that *we* believe has reasonable commercial and technical capability to perform *our* obligations under the *contract*, and *you* are taken to have agreed to any such assignment or novation.

### **23.5 Application of laws**

Nothing in the *contract* limits or excludes the rights, powers and remedies that *we* have at law (including under the *Energy Operators (Powers) Act 1979* (WA) and the *Electricity Corporations Act (2005)* (WA)) or in equity.

The *contract* also does not in any way limit *our* or *your* obligations to comply with the lawful directions of any lawful authority, including the Minister for Energy, the Coordinator of Energy, the Director of Energy Safety and the Police and Fire and Emergency Services in relation to emergencies and safety or otherwise.

### **23.6 Entire agreement**

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

### **23.7 Waiver of rights**

If *we* do not enforce any right under the *contract* then this must not be construed as a waiver of that or any other of *our* rights under the *contract* or otherwise prevent *us* exercising any of them later.

### **23.8 Governing Law**

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

### **23.9 Amendments to Contract**

*We* can change these non-standard electricity terms and conditions without *your* consent from time to time to the extent that the change is required for these terms and conditions to remain consistent with a written law. *We* will notify *you* of any changes to this *contract* and if *you* do not agree with the changes, *you* may terminate this *contract* in accordance with clause 17.2.

### **23.10 Effect of invalid terms**

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

### **23.11 Authorised representatives**

(a) *You* can, by giving *us* notice at any time at or after establishment of the *contract*, appoint a person nominated in *your* notice to be *your* authorised representative to act for and on *your* behalf under and in relation to the *contract*. By appointing an authorised representative *you* agree to give that person full, unrestricted power and authority to act for *you* and on *your* behalf as *your* agent under and in relation to

the *contract* (but not any other matter). This includes, doing all or some of the following for *you* and on *your* behalf under and in relation to the *contract*:

- (i) incurring liabilities for *you* to pay money;
- (ii) accessing *your* account information and personal details;
- (iii) giving and receiving notices, consents, instructions and other information;
- (iv) making enquiries;
- (v) exercising rights, powers and remedies;
- (vi) completing transactions;
- (vii) changing contact details;
- (viii) arranging additional time to pay an invoice;
- (ix) entering into direct debit, instalment plans and other payment arrangements;

- (x) requesting refunds;
  - (xi) changing from *your* Future Communities Plan *charges* to another price;
  - (xii) requesting the provision of services such as a meter test;
  - (xiii) applying for new concessions and terminating existing concessions; and
  - (xiv) ending *your contract*.
- (b) Notwithstanding clause 23.11(a) *you* may limit the matters *your* authorised representative can perform on *your* behalf by providing notice to *us* including but not limited to specifying in that notice the matters *your* authorised representative cannot perform on *your* behalf.
- (c) Any such appointment commences on the date of appointment specified in *your* notice to *us* appointing the authorised representative (or any later date when *we* first receive that notice), and continues in full force and effect until:
- (i) the date for termination of appointment *you* specify in *your* notice to *us* terminating the appointment of *your* authorised representative (or any later date when *we* first receive that notice of termination); or
  - (ii) if *you* have not specified a date for termination of appointment of *your* authorised representative at the time of that appointment then the date in which *you* subsequently notify *us* to terminate the appointment of *your* authorised representative.
- (d) This clause 23.11 survives termination of the *contract* for any reason.

## 24. DEFINITIONS AND INTERPRETATION

### 24.1 Definitions

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

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

**billing cycle** means, subject to clause 6.2, the regular recurrent period in which *you* receive a bill from *us*.

**business day** means any day except a Saturday, Sunday or public holiday.

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

**Charges By-laws** means the *Energy Operators (Electricity Retail Corporation) (Charges) By-laws 2006* (WA).

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

**commencement date** has the meaning given in clause 3.1.

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

**connection point** has the meaning given to that term in the *metering code*.

**Consumer** has the meaning given to that term in the *Australian Consumer Law*.

**contestable customer** has the same meaning as in the *code of conduct*.

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

**cooling-off period** means the period of *10 business days* starting at the start of the first *business day* after the *contract* is entered into.

**customer complaints policy** means *our* published policy in force from time to time (as amended or replaced by *us* from time to time) describing the process to be followed by *us* in responding to a complaint by *you* and which can be obtained on request from *our* customer centre or from *our* website.

**customer transfer code** means the *Electricity Industry Customer Transfer Code 2016 (WA)* as amended from time to time.

**direct loss** does not include any excluded loss.

**disconnection warning** means a notice in writing that *we* issue to *you* advising *you* of a date that *we* may disconnect *you* if *you* have not paid *your* bill or if *you* have failed to provide access to the *meter*, and explaining the complaint handling process that *you* can use if *you* disagree with *your* bill.

**discounted consumption charge** means the "Off peak electricity charge" in the Consumption Charges – Category 2 section of the *specification*.

**distribution system** means any apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, the transportation of electricity at nominal voltages of less than 66 kilovolts (kV).

**dual element meter** means a meter capable of measuring the total electricity generation from a renewable energy system installed at the *connection point*, the grid electricity consumption and the export from the renewable energy system, whether already been installed at the *premises* prior to *you* living at the *premises*, or whether installed at or around the time *you* entered into this *contract*.

**electricity ombudsman** has the same meaning as in clause 1.5 of the *code of conduct*.

**electricity supply equipment** means the *meter (if any)* for the *premises* and all wiring, apparatus and other equipment or works located upstream from the point that electricity leaves that *meter* or, if there is no *meter* for the *premises*, upstream from the *connection point* for the *premises* and which are used by *us* or by *Western Power Networks* for, or in connection with, the supply of electricity and any wiring, apparatus or other equipment or works belonging to *us* or *Western Power*

*Networks* located downstream of the point that electricity leaves the *meter* for the *premises* or, if there is no *meter* for the *premises*, downstream of the *connection point* for the *premises* which are used by *us* or by *Western Power Networks* for, or in connection with, the supply of electricity, but does not include *Synergy's solar equipment*.

**electronic means** has the same meaning as in clause 1.5 of the *code of conduct*.

**eligibility criteria** means the eligibility criteria as set out in the *specification*.

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

**excluded loss** means all and any of the following (whether or not known to or contemplated by *us* or *you*, or otherwise reasonably foreseeable at any time):

- (i) business interruption loss;
- (ii) lost profits;
- (iii) loss of an opportunity;
- (iv) *your* liability to others under contracts, applicable laws or otherwise;
- (v) indirect or consequential loss of any kind;
- (vi) any loss to the extent it is caused by *your* own negligence or other fault; or
- (vii) any loss to the extent it is caused by an *event beyond our control*.

**Future Communities Plan** means the product offered under this *contract*.

**Future Communities Plan charges** means the charges for the Future Communities Plan as set out in the *Specification*, being the Daily Fixed Charges – Category 1 and Consumption Charges – Category 2.

**Green energy options** means a Synergy green energy option as may be available from time to time, and as at the commencement date are set out at <https://www.synergy.net.au/Your-home/Energy-plans/Green-energy-options>

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

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

**meter data** means information read from the *meter* in accordance with the *metering code*.

**metering code** means the *Electricity Industry Metering Code 2005 (WA)* as amended from time to time.



**MWh** means megawatt hour.

**network access tariff** means the charges payable by *us* to *Western Power Networks* from time to time for transmission, distribution and access services.

**off-peak evening period** means the period from 9:00am to 3:00pm AWST daily.

**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.

**payment difficulties and financial hardship policy** means the policy that *we* have developed in accordance with the *code of conduct* and outlines, among other things, *our* policy on how *we* assist *you* to meet *your* payment obligations under the *contract*. A copy of this policy can be obtained on request from *our* customer centre or from *our* website.

**peak daily period** means the period from 3:00pm to 9:00am AWST daily.

**premises** means the address to which electricity will be supplied to *you* under the *contract*.

**premises equipment** is defined in clause 8.2.

**privacy policy** means *our* published policy in force from time to time (as amended or replaced by *us* from time to time).

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

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

**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 or financial hardship.

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

**small renewable energy system** has the meaning given to that term in the *Electricity Industry (Licence Conditions) Regulations 2005 (WA)* as may be amended from time to time.

**specification** means the "Future Communities Plan Specification" at the start of this *contract*.

**standard price** means a charge, fee or rental to be paid by *you* for or in connection with the supply of electricity under the *Charges By-laws* or those charges, fees or rentals for or in connection with the supply of electricity that *we* publish from time to time. Subject to the *Charges By-Laws* *we* can from time to time and at our discretion change the standard price *you* must pay to *us* for or in connection with the supply of electricity.

**Supply Related Liability** means any loss, damage or liability (including any *excluded loss*) arising for any reason from or in connection with:

- (i) any loss or curtailment of or interruption or delay in *your* electricity supply (including any delay in connection, disconnection or reconnection of your electricity supply);
- (ii) any surge, disruption or fluctuation in electricity supply or its quality from time to time; or
- (iii) *us* failing, for any reason, to supply electricity meeting any particular quality, reliability or quantity.

**Synergy's solar equipment** means the *small renewable energy system* at the *premises* and any associated equipment but does not include the *electricity supply equipment*, whether already been installed at the *premises* prior to *you* living at the *premises*, or whether installed at or around the time *you* entered into this *contract*.

**term** means the term described in clause 3.3.

**technical rules** has the meaning given to it in clause 1.3 of the *Electricity Networks Access Code 2004 (WA)*.

**verifiable consent** has the meaning given to that term in the *code of conduct*.

**we** and **us** means Electricity Generation and Retail Corporation trading as Synergy (ABN 58 673 830 106) of 219 St Georges Terrace, Perth, Western Australia.

**Western Power Networks** means the person who owns and operates the South West Interconnected System (as described in the *Electricity Industry Act 2004 (WA)*).

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

**Your Protected Rights** means:

- (i) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law* (including in relation to *excluded loss*);
- (ii) any other rights of recovery or to compensation *you* may have under law, including, for example, any service standard payments that may be payable to *you* under part 14 of the *code of conduct*; or
- (iii) any other condition, warranty or guarantee (including the application of any consumer guarantee under the *Australian Consumer Law*) where applicable,

if and to the extent that we are prohibited by law from excluding, restricting or modifying them.

## **24.2 Interpretation**

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporate;
- (d) a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) a reference to a clause is a reference to a clause of the contract;
- (f) headings are included for convenience and do not affect the interpretation of the contract;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time;
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) if the word "including" or includes is used, the words "without limitation" are taken immediately to follow;
- (j) a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- (k) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (l) a reference to a month is to a calendar month and a reference to a year is to a calendar year;
- (m) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (n) if a date stipulated for payment or for doing an act is not a business day, the payment must be made or the act must be done on the next business day; and
- (o) a reference to a monetary amount means that amount in Australian currency and a unit of measurement is to an Australian legal unit of measurement, as defined in the *National Measurement Act 1960* (Cth).