

Electricity Supply Agreement
(Residential and Small Business Customers)

Standard Terms & Conditions

1. Supplying electricity to you

- 1.1. We agree to sell, and you agree to purchase, the electricity we supply to your Supply Address in accordance with these T&Cs.
- 1.2. Australian consumer protection law applies to the Contract. Under these laws, you may have a range of rights, including seeking compensation if you are misled by us or we act unconscionably.
- 1.3. Supply of electricity under the Contract is exempt from the *Western Australian Electricity Industry Act 2004*, however the *Code of Conduct for the Supply of Electricity to Small Use Customers 2018* may apply. You can find a copy on the [Economic Regulation Authority's website](#). This Code of Conduct stipulates the conduct of electricity retailers who supply electricity to residential and small business customers.

2. When the contract starts

- 2.1. The Contract starts on the date we agree to start supplying electricity to your Supply Address.

3. How the Contract can end

- 3.1. The Contract will continue until you end the Contract or we end the Contract under clause 3.3;
- 3.2. You may end the Contract at any time if you give us at least ten (10) days prior written notice.
- 3.3. We may end the Contract if:
 - 3.3.1. you are in breach of these T&Cs and fail to fix the breach within four (4) weeks after our notice to you to do so (whether or not we have previously turned off the electricity supply) including if any representation or warranty you make or give us is untrue or misleading (whether by omission or otherwise) at any time during the Contract;
 - 3.3.2. you become insolvent, have a liquidator appointed or become bankrupt; or
 - 3.3.3. for prolonged events beyond control in accordance with clause 17.

3.4. When the Contract ends:

- 3.4.1. you must pay all Charges due until the time when the Contract ends;
- 3.4.2. you must give us an address for us to send your final bill if different from the existing contact details you have provided;
- 3.4.3. any rights or remedies of you or we that have accrued before the Contract ends will remain, for example you will still need to pay any outstanding amounts due to us; and
- 3.4.4. the provisions of these T&Cs relating to privacy, liability, notices, governing law, warranties and rights, payment, access to the Supply Address, your obligations will survive after the Contract ends until all rights, obligations and remedies under these T&Cs have been fully extinguished or all disputes have been resolved.

4. What you need to pay

- 4.1. You must pay us the following Charges in the circumstances describe below:
 - 4.1.1. Electricity Charge - an amount for each unit of electricity consumed at your Supply Address.
 - 4.1.2. Electric Vehicle Electricity Charge - an amount for each unit of electricity consumed via any electric vehicle charger when supplied by us under the Contract.
 - 4.1.3. Daily Supply Charge - a single amount charged for each day which applies irrespective of how much electricity you consume.
 - 4.1.4. GST - in addition to any amount payable by you to us, you must at the same time, in the same manner, and without deduction or set off, pay an amount equal to our GST liability in relation to the amount.
 - 4.1.5. Activation Fee - a once off fee to establish electricity supply to your Supply Address.
 - 4.1.6. Disconnection Fee - a fee if you or anyone at your Supply Address causes or contributes to an emergency which

- requires us to disconnect the electricity supply to your Supply Address.
- 4.1.7. Reconnection Fee - a fee to cover the reasonable costs we incur to turn on your electricity supply if we have turned it off because of your breach or failure to pay the Charges (see Clause 15.2).
- 4.1.8. Card Payment Fee - a fee for paying by a credit or debit card (for example, MasterCard or Visa), or any other payment method where we incur a merchant services fee.
- 4.1.9. Dishonoured Payment Fee - any fees or additional costs we incur if your payment is dishonoured or reversed.
- 4.1.10. Late Payment Fee - a fee for paying your bill (or part of your bill) after the Due Date.
- 4.1.11. Paper Bill Fee - a fee for receiving a paper bill in the mail. This fee does not apply if you only receive your bill by email.
- 4.1.12. Meter Test Fee - a fee to cover the reasonable costs we incur to test the Meter if requested by you and if the test shows the Meter or meter data is not faulty or incorrect (see Clause 5.8.3).
- 4.1.13. Interim Meter Reading Fee – a fee if you request us to read your meter at a time in addition to when we do so during the normal billing cycle.
- 4.2. In some circumstances, you must also pay us these other amounts:
- 4.2.1. If you breach the Contract or the Regulatory Requirements, any reasonable costs, loss or damage we incur as a result of that breach, except where those amounts are included in one of the Charges or Fees (such as the Late Payment Fee, Disconnection Fee or Reconnection Fee).
- 4.2.2. Any other amounts for which you are responsible under these T&Cs.
- 4.3. Changing the Charges
- 4.3.1. The card payment fee, paper bill fee, disconnection, reconnection fee, early cancellation fee, late payment fee, meter test fee and dishonoured payment fee will be based on the actual costs we incur as a result of those events. As a result, we may change these fees if our actual costs change.
- 4.3.2. You agree that we may also change the Charges and these T&Cs to the extent reasonably required as a result of a Change in Law.
- 4.3.3. Any amounts included in the Tariffs and Price List, unless stated otherwise, may be amended by us each year for changes in CPI.
- 4.3.4. If there is a Change in Law we will, as soon as practicable, give you notice of the Change in Law, the appropriate change to the Charges or T&Cs and the date it will apply from. The change may be retrospective back to the date of the Change in Law.
- 4.4. Tariffs and Price Lists
- 4.4.1. The dollar amounts for the Chargers are detailed in the Tariffs and Price List applicable to your Supply Address;
- 4.4.2. If you change the amount or the way you use the electricity we supply to your Supply Address, then you may need to change tariffs.
- 5. Bills and payment of them**
- 5.1. The Billing Period will initially be monthly. We may change the Billing Period by prior notice to you.
- 5.2. We will send your bill to the email address you have provided to us. If you request it, we will send you a paper bill in the post. If you do not provide us with an email address or we cannot contact you at that email address, we may send you a paper bill to your Supply Address. We will charge you the paper bill fee if we send you a paper bill for any reason.
- 5.3. Your bills will generally be based on the actual amount of electricity supplied during a Billing Period, as recorded by the Meter. However, we may use an estimate if the Meter or the communication method from the Meter is not working correctly.
- 5.4. If your bill is based on an estimate of the amount supplied and we later obtain a measurement of the actual amount supplied, we will include in a subsequent bill an adjustment for the difference between the estimate and the actual output.
- 5.5. You must pay each bill in full by the Due Date which will be at least 12 Business Days from the data of the bill. You must pay by direct debit with a MasterCard or Visa credit or debit

card or from your bank account. Separate direct debit terms and conditions apply.

- 5.6. If by the Due Date you have not paid the bill in full we may charge you the Late Payment Fee. Your rights to any discount may also be waived.
- 5.7. If any billed amount remains unpaid for more than one full Billing Period and is not being dealt with as a disputed amount under clause 24, we may do one or more of the following:
- 5.7.1. send you a disconnection warning;
 - 5.7.2. turn off your electricity supply (see Clause 15 for more details);
 - 5.7.3. end the Contract (see Clause 3.3 for more details);
 - 5.7.4. charge you interest on the amount you have not paid;
 - 5.7.5. shorten your Billing Period;
 - 5.7.6. sell the rights to the unpaid amount to a third party who may seek to collect it from you, In which case you must pay any costs that we incur in connection with the recovery of the unpaid amount (including legal fees);
 - 5.7.7. inform a credit reporting agency of your debt which will allow them to create or maintain a credit information file on you;
 - 5.7.8. rely on any other rights we have under these T&Cs.
- 5.8. Please review your bills carefully. If you believe there is an issue with a bill, such as an incorrect rate or meter reading, please notify us before the Due Date. While your bill is being reviewed, you will still need to pay, by the Due Date, the greater of:
- 5.8.1. The undisputed amount; or
 - 5.8.2. The average of your monthly bills for the previous three (3) months. We will tell you how much this amount is.
 - 5.8.3. You can also ask to have the Meter tested. If the test shows the Meter or meter data is not faulty or incorrect, you must pay the Meter Test Fee.

6. If you are unable to pay your bill

- 6.1. Please contact us immediately if you are unable to pay your bill in full by the Due Date.

Depending on your circumstances, we may be able to offer a payment plan or similar.

7. What happens if you move

- 7.1. If you move from the Supply Address, you must give us at least ten (10) days prior notice in written to end the contract.

8. Credit assessment

- 8.1. We may determine your creditworthiness by doing a credit assessment of you and using any information we are permitted by law to use to do so.
- 8.2. We may disclose the personal information we obtain about you to a credit reporting agency before, during, or after we enter into the Contract:
- 8.2.1. to obtain a consumer credit report about you if you have applied for consumer or commercial credit; and/or
 - 8.2.2. to allow a credit reporting agency to create or maintain a credit information file about you.
- 8.3. We can only disclose the following types of information to a credit reporting agency:
- 8.3.1. your identity particulars (for example, name and address);
 - 8.3.2. the fact you are entering (or have entered) into the Contract with us;
 - 8.3.3. the fact that we are or will be a credit provider to you;
 - 8.3.4. any payments overdue for more than sixty (60) days that we have tried to recover from you;
 - 8.3.5. information that payments are no longer overdue;
 - 8.3.6. information that, in our opinion, you have committed a serious credit infringement;
 - 8.3.7. any other information we are permitted to disclose under the Regulatory Requirements, including consumer credit and other relevant laws.
- 8.4. We may exchange permitted credit information about you with credit providers, both to assess your creditworthiness and if you default on payment (either with us or with the other credit provider).

- 8.5. You are entitled under the Privacy Act 1988 (Cth) to request that a credit reporting agency not use or disclose credit reporting information they hold about you in circumstances where you reasonably believe that you have been, or are likely to be, a victim of fraud, including identity-related fraud. The period while this applies is called a "ban period".

9. Security Deposit

- 9.1. We may require you to provide a security deposit not exceeding \$200 for the payment of charges.
- 9.2. We shall lodge every sum received to the credit of an interest-bearing account with an ADI (authorised deposit-taking institution) as defined in section 5 of the Banking Act 1959 of the Commonwealth and all interest accruing shall be held on trust for you.
- 9.3. If you refuse or fail to pay any charges we may use all or part of the security deposit, including any interest that may have accrued and interest payments, to cover the amount you owe us. If any amount is applied by us, you may be required to top-up the security deposit to maintain the amount of security.
- 9.4. Where we are no longer supplying electricity to your Supply Address and all your bills are paid in full, we shall refund you the security deposit amount held on your behalf.

10. Access to your Supply Address

- 10.1. You must allow us, our agents and contractors access to your Supply Address, including the meter, as reasonably required for the purposes of us performing our obligations in relation to the supply of electricity to you.
- 10.2. You must ensure our access to your Supply Address is safe, convenient, and unrestricted.
- 10.3. You must ensure we can access your Supply Address:
- 10.3.1. as soon as reasonably possible if we need access urgently, for example, to prevent loss or damage being suffered by us, you or someone else; and
- 10.3.2. between 7:00 a.m. and 5:00 p.m. on a Business Day, within two (2) Business Days of the date we contact you to arrange to do so.
- 10.4. If we do not have access to your Supply Address and this results in us, our agents or contractors incurring costs we may, at our

discretion, require you to reimburse us for those costs.

- 10.5. If we cause any damage to your Supply Address, we will arrange for that damage to be repaired to the extent we caused it. Please notify us of the damage as soon as possible (and in any event within three months) after we have accessed your Supply Address.

11. Title to the electricity

- 11.1. Title and risk in the electricity supplied under the Contract will pass to you immediately after it is delivered to your electricity meter.

12. Life Support Equipment

- 12.1. You must register with us if you or a person residing at the Supply Address is dependent on life support equipment. You will need to provide written confirmation from an appropriately qualified medical practitioner that the person requires life support equipment at the Supply Address.
- 12.2. You must advise us immediately if you or a person residing at the premises who is dependent on life support equipment vacates the premises or no longer requires life support equipment.
- 12.3. We may not be able to give you any or sufficient warning of an interruption to the electricity supply at the Supply Address. It is therefore very important that you make suitable alternative arrangements (for example, a back-up supply or alternative power source) to address the needs of any person residing at the Supply Address who is dependent on life support equipment.

13. Illegal Use of Electricity

- 13.1. You must not at the Supply Address:
- 13.1.1. use or obtaining electricity illegally;
- 13.1.2. tamper or allow anyone else to tamper with the meter;
- 13.2. If we think you have used or have obtained electricity illegally at the Supply Address then we can advise the Director of Energy Safety and the police (as appropriate) and give them any information that we have in relation to your electricity use.

14. Other Obligations

- 14.1. You must not install any electricity generation, storage equipment (including but not limited to battery storage) or electric vehicle chargers at

the Supply Address without written permission from us.

- 14.2. You must maintain your Supply Address, the electrical wiring and any appliances at the Supply Address in order to support the safe and proper supply of electricity.

You agree to purchase electricity at the Supply Address exclusively from us for the duration of the contract and that you are not currently and will not for the duration of the Contract enter another contract or agreement for the supply of electricity at the Supply Address.

15. When the electricity supply can be turned off

- 15.1. We may turn off the electricity supply in the following circumstances:
- 15.1.1. if you fail to pay the Charges or other amounts on your bill for more than one full Billing Period and the unpaid amount is not being dealt with as a disputed amount under clause 24;
- 15.1.2. if you are otherwise in breach of these T&Cs and you fail to remedy the breach within four (4) weeks after the date we notify you of the breach asking you to remedy it;

in those circumstances, we can choose to turn off the electricity supply or end the Contract in accordance with Clause 3.3. If we choose to turn off the electricity supply, we'll give you at least five (5) Business Days' notice before we deactivate.

- 15.2. If we turn off the electricity, we will turn it back on if the reason for turning it off is resolved to our satisfaction. We may need to attend your Supply Address in order to turn back on the electricity supply and you must pay the Reconnection Fee (see clause 4.1.7).
- 15.3. We may temporarily turn off the electricity supply at any time if:
- 15.3.1. we believe it is appropriate in an emergency, for safety reasons, to prevent loss or damage being suffered by us, you or anyone else;
- 15.3.2. required by the Supply Address's strata company for repairs, maintenance, testing within the strata scheme; or
- 15.3.3. required by a Regulatory Requirement or at the direction or request of a Regulatory Authority.

- 15.4. If we temporarily turn off the electricity supply in accordance with clause 15.3, and if it is practicable to do so in the circumstances, we will try to give you notice beforehand. The Reconnection Fee will not apply if we turn off the electricity supply in accordance with clause 15.3 and the reason is not due to you breaching these T&Cs.

16. Changes of information and circumstances

- 16.1. You must inform us as soon as possible, and no later than 5 business days, if:
- 16.1.1. your contact details change, including your name, billing address, email address or phone number;
- 16.1.2. something changes at the Supply Address which changes how we can access the meter changes; or
- 16.1.3. you change the amount or the way you use the electricity we supply to your Supply Address.

17. Events beyond control

- 17.1. Events beyond your control:
- 17.1.1. If an event or circumstance occurs after the start of the Contract that:
- 17.1.1.1. is not within your control;
- 17.1.1.2. could not be prevented, overcome or remedied by the exercise of reasonable effort by you; and
- 17.1.1.3. results in you being unable to meet or perform any of your obligations under these T&Cs;
- you will be excused for not meeting or performing your obligations during the time and to the extent that the event or circumstance prevents you from doing so.
- 17.2. You must give us written notice as soon as such an event or circumstance occurs.
- 17.3. We may end the Contract by written notice if the event or circumstance prevents you from meeting or performing your obligations under these T&Cs (fully or in part) for more than ten days.
- 17.4. Events beyond our control:
- 17.4.1. If an event or circumstance occurs after the start of the Contract that:
- 17.4.1.1. is not within our control;

- 17.4.1.2. could not be prevented, overcome or remedied by the exercise of reasonable effort by us; and
- 17.4.1.3. results in us being unable to meet or perform any of our obligations under these T&Cs;

we will be excused for not meeting or performing our obligations during the time and to the extent that the event or circumstance prevents us from doing so.

- 17.5. We will give you written notice as soon as such an event or circumstance occurs.
- 17.6. We may end the Contract by written notice if the event or circumstance prevents us from meeting or performing our obligations under these T&Cs (fully or in part) for more than ten days.

18. How these T&Cs work with the regulatory requirements

- 18.1. You and we must comply with all applicable Regulatory Requirements. If any matter that is required to be included in these T&Cs by a Regulatory Requirement is not expressly dealt with in these T&Cs, that Regulatory Requirement is incorporated as if it were a term of these T&Cs, but only for so long as that matter is required to be included in these T&Cs.

19. Limited Liability

- 19.1. To the extent that you cause or contribute to our loss or damage, you indemnify us against any claim, or from any loss or damage we incur or suffer, in connection with or arising from the Contract.
- 19.2. To the extent we are liable to you for any loss or damage under the 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).
- 19.3. Unless we have acted in bad faith or negligently, we are not liable for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your Supply Address, which includes any loss or damage you suffer as a result of the defective supply of electricity.
- 19.4. Without affecting your obligation to pay all of the Charges and other amounts payable by you under the Contract, neither party is liable to, and must not make a claim against, the

other party for any Excluded Loss in connection with or arising from the Contract.

- 19.5. Each party must do all things reasonably necessary to mitigate any loss or damage under the Contract.
- 19.6. If you have entered into the Contract with another person, you will be individually and jointly liable with that person for the warranties made and the obligations under the Contract.

20. Warranties and Rights

- 20.1. You acknowledge that:
- 20.1.1. the quality and reliability of electricity delivered to us from the Western Power Network is operated and managed by Western Power in accordance with the Law and the Wholesale Electricity Market;
- 20.1.2. our ability to supply electricity to your supply address is dependent on the proper operation of both the Western Power Network and the Wholesale Electricity Market;
- 20.1.3. we have no control or influence over any decision by Western Power to interrupt electricity supply to your Supply Address, or in its choice of prioritising restoration after an interruption;
- 20.1.4. in the event of any interruption, disturbance, curtailment or failure in the delivery, transmission or supply of electricity across the Western Power Network, then we are not in default of our obligations under these T&Cs and not liable to you for any loss or claims (however arising) suffered or sustained as a result.
- 20.2. You and we will comply with all directives from Western Power and any other applicable electricity market authority in accordance with the Law.
- 20.3. To the extent permitted by law, we do not warrant or guarantee:
- 20.3.1. any particular level of supply of electricity, which may vary over time due to a range of factors; or
- 20.3.2. the reliability, voltage or quality of the electricity supplied, which may also vary from time to time.
- 20.4. To the extent permitted by law, the only warranties or guarantees that apply to the Contract are those that are expressly set out in

these T&Cs and any statutory guarantees that may apply under consumer protection laws. To the extent permitted by law, our liability in respect of any warranties or guarantees that apply to these T&Cs is limited, to the extent that it is fair and reasonable and at our discretion, to:

- 20.4.1. entering into a contract with an appropriately qualified person to undertake any repairs relating to the supply of electricity at the Supply Address; and
 - 20.4.2. payment of the cost of those repairs if those costs are not being passed onto you in accordance with clause 4.
- 20.5. If any part of these T&Cs is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

21. Your privacy and marketing

- 21.1. We collect, use, hold and disclose your personal, credit related and confidential information (including meter data) where it is required under the Regulatory Requirements and in order to provide you with electricity and other products and services. We may disclose this information to:
- 21.1.1. our related bodies corporate for any reason; or
 - 21.1.2. our agents and contractors (including mail houses, data processors, credit reporting agencies and debt collectors), the Supply Address Strata Company, Strata Manager, and your landlord if you do not have title to the Supply Address, for these purposes and more broadly in connection with these T&Cs.
- 21.2. If you do not provide this information to us, we may not be able to provide our products or services to you. Where possible, we will collect this information from you, but we may get it from third parties (including credit reporting agencies).
- 21.3. If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement and these T&Cs.

22. Waiver of rights

- 22.1. If we do not enforce any right under these T&Cs 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. Assignment, Novation and Sub-Contracting

- 23.1. You must not assign, transfer, or novate the Contract unless we give you prior written consent.
- 23.2. We may assign, transfer or novate the Contract to any of our related bodies corporate or to any other third party who we believe has the commercial and technical ability to perform our obligations to the extent of the assignment, without notice to you.
- 23.3. We may appoint one (1) or more agents or contractors from time to time to exercise some or all of our rights and perform some or all of our obligations under these T&Cs.

24. Complaints and Disputes

- 24.1. If you dispute any part of your bill, Contract or the electricity we supply to your Supply Address, you may make a complaint to us via email, phone or in person at our office.
- 24.2. If you are not happy with how a complaint has been resolved, you may refer the complaint to the electricity ombudsman as defined in the *Code of Conduct for the Supply of Electricity to Small Use Customers 2018*.
- 24.3. You and we agree to cooperate with each other and use reasonable endeavours to resolve any disputes quickly and amicably.
- 24.4. Pending the resolution or determination of a dispute, each party must continue to perform their respective obligations under these T&Cs.
- 24.5. Nothing in Clause 24 prevents us from seeking urgent interlocutory or declaratory relief where, in our reasonable opinion, that action is necessary to protect our rights or terminating the Contract where we have the right under these T&Cs to do so.

25. General

- 25.1. These T&Cs supersede all prior (or other) agreements and representations between you and us in relation to the sale of electricity by us to you.
- 25.2. We may change these T&Cs from time to time and we will notify you if this occurs.
- 25.3. If any clause in these T&Cs is invalid it can be removed without affecting the remaining clauses.

25.4. The laws of the state or territory of your Supply Address apply to these T&Cs. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

25.5. These T&Cs are strictly confidential.

26. How we will communicate with you

26.1. We will give you notices in writing:

- 26.1.1. personally;
- 26.1.2. by post (as offered by Australia Post), addressed to the address you nominate. We'll consider that you've received the notice on the third Business Day after it was mailed;
- 26.1.3. by email. We will treat an email as received the day after we send it to the email address you provided;
- 26.1.4. by sending you an electronic message (for example, SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (for example, our website). We will treat an electronic message as received when we receive a delivery notification in response.

26.2. If we cannot contact you at the addresses you have provided (for example, the notice is returned to us or the email or electronic message cannot be delivered), we may send the notice by post to your Supply Address.

27. Interpretation

27.1. Unless otherwise stated:

- 27.1.1. a reference to this document or another instrument includes any variation or replacement of any of them;
- 27.1.2. the singular includes the plural and vice versa;
- 27.1.3. 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;
- 27.1.4. a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

27.1.5. the words "include" or "including" and any variation of those words must be read as if followed by the words "without limitation" and so, if an example is given of anything, the scope is not limited to the example;

27.1.6. headings are for convenience only and do not affect the interpretation of these T&Cs; and

27.1.7. all dollar amounts stated in these T&Cs include GST (where applicable).

28. Definitions

Billing Period means any period for which a bill is or may be issued.

Business Day means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

Change in Law means a change in an existing law, or imposition of a new law, that has or will directly or indirectly increase or decrease the cost of the supply (including the generation, transportation or purchase) of electricity under these T&Cs.

Charges means the charges, rates and fees and other amounts payable by you described or set out in these T&Cs.

Contract means the agreement between you and us, which these are the T&Cs.

CPI means the consumer price index measuring the rate of price changes in Australia with reference to "All Groups" and the weighted average for the eight (8) capital cities, as determined and revised from time to time by the Australian Bureau of Statistics as category number 6401.0, or, if that index ceases to be published or changes, any other replacement index selected by us from time to time.

Due Date means the date you must pay your bill by as set out on the bill, or such other date as we agree with you.

Excluded Loss means:

- loss of contract, profit, revenue, or anticipated savings;
- loss of, or damage to, reputation, credit rating, or goodwill;
- loss or denial of an opportunity;
- loss of access to markets;
- overheads and wasted expenditure;
- financial costs;
- special, incidental, or punitive damages;
- loss or damage arising from special circumstances that is outside the ordinary course of things, however arising in respect of any circumstances under or in connection with these

T&Cs and regardless of whether a claim for the same is made under these T&Cs, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or warranty, in equity or otherwise.

GST has the meaning given to that term in A New Tax System (Goods and Services) Tax Act 1999 (Cth).

Law means: legislation, including acts, regulations, by-laws, orders, awards and proclamations with which a party is legally required to comply; common law and equity; and codes, rules, licences, authorisations, standards, requirements, guidelines, permits, approvals and other regulatory instrument with which a party is legally required to comply.

Meter means the electricity meter that measures electricity transferred from the strata scheme embedded network to the switchboard for your Supply Address.

Meter Test Fee has the meaning given in Clause 4.1.12.

Tariffs and Price List means the document specific to your strata scheme which details the amounts we will charge you for the items listed under clause 4.4.

Regulatory Authority means, whether of Australia or elsewhere that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to these T&Cs: any government or a governmental, quasi-governmental or judicial entity or authority; a stock exchange; or any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise, delegated authority or similar entity.

Regulatory Requirements means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable in connection with the installation and maintenance of, and the sale or supply of electricity to the Supply Address under these T&Cs.

Supply Address means the address that we will supply electricity to you under the Contract.

T&Cs means the terms and conditions in this document.

We means Bright Connect Pty Ltd ABN 58 632 552 900 of Suite 3 125 Melville Parade, Como WA 6152 contactable at 1300 908 760.

Western Power Network means the South West Interconnected System (SWIS).

You means the person or people who we will supply and sell electricity to under the Contract. If you enter into the Contract with another person, you will be individually and jointly liable with that person for the

warranties made and the obligations under these T&Cs.

29. Interpretation

29.1. Unless otherwise stated:

- 29.1.1. a reference to this document or another instrument includes any variation or replacement of any of them;
- 29.1.2. the singular includes the plural and vice versa;
- 29.1.3. 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;
- 29.1.4. a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- 29.1.5. the words "include" or "including" and any variation of those words must be read as if followed by the words "without limitation" and so, if an example is given of anything, the scope is not limited to the example;
- 29.1.6. headings are for convenience only and do not affect the interpretation of these T&Cs; and
- 29.1.7. all dollar amounts stated in these T&Cs include GST (where applicable).