



# **Standard Retail Contract – Electricity and Hot Water**



**Source.**

Energy Co.



## Standard Retail Contract

### INTRODUCTION

This is Source Energy's standard retail contract for the sale of electricity and hot water to *you* as a *customer* at *your premises*.

In addition to this *contract*, we will comply with all relevant laws and regulations governing the sale of electricity and hot water by *us* to *you*. This includes the *Australian Consumer Law* which affords *you* a number of consumer rights and protections. Whilst Source is exempt from the requirement to hold an electricity licence pursuant to the *Electricity Industry Exemption Order 2005* (WA) or a water supply services licence under the *Water Services Act 2012*, Source will provide to *you* a similar level of consumer protections and rights as if *you* were supplied electricity and hot water by a licenced retailer, as set out in this *contract* and including under the *Code* as relevant.

More information about this *contract* and other relevant matters can be found on our website [www.sourceenergyco.com](http://www.sourceenergyco.com)

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## 1. SUPPLY OF ELECTRICITY AND HOT WATER

This is a bundled contract for the supply of electricity and hot water. We agree to sell electricity and hot water to you at your premises, and you agree to purchase electricity and hot water from us, in accordance with this contract.

## 2. COMPLIANCE WITH LAWS

We agree to comply with all applicable laws and regulations in all of *our* dealings with *you*.

## 3. DEFINITIONS AND INTERPRETATION

Italics have been used in this *contract* to indicate words or expressions that are defined in clause 25 and are included for convenience only and do not affect the interpretation of this *contract*.

## 4. WHEN DOES THIS CONTRACT START?

- (a) This *contract* starts on the date *we* agree to supply electricity and hot water to *you*, subject to any applicable *cooling-off period*.
- (b) If, at *your* request, *we* supply *you* with electricity or hot water, or both, during the *cooling-off period* and *you* end the *contract* during the *cooling-off period*, *we* may charge *you* for any electricity or hot water and associated services supplied to *you* during this period.

## 5. ENDING THIS CONTRACT

### 5.1 When does this contract end?

This *contract* will continue until *you* or *we* end the *contract* under this clause 5.

### 5.2 When can you end this contract?

*You* may end this *contract* at any time by giving *us* written notice at least 5 *business days*' prior to the date *you* wish the *contract* to end.

If *you* end this *contract* because *you* enter into a new contract for the supply of electricity and hot water with *us* or *you* enter into a new contract for the supply of electricity with *us* or another retailer, this *contract* ends on the date that new contract starts.

### 5.3 When can we end this contract?

*We* may end this *contract*:

- (a) immediately if a different *customer* starts to buy electricity, or electricity and hot water, from *us* for the *premises*;
- (b) immediately if a different *customer* starts to buy electricity or hot water from a different retailer for the *premises*;
- (c) with 10 *business days*' notice if the *premises* are disconnected under this *contract* and *you* have not met the requirements for reconnection;
- (d) immediately if *you* become insolvent, go into liquidation or become bankrupt;
- (e) immediately if *you* commit a material breach of this *contract* which entitles *us* to disconnect *your* supply or restrict *your* hot water supply; or

- (f) immediately, if we are no longer permitted under applicable laws and regulations to supply electricity or hot water to you including if we are required to hold a licence under the *Electricity Industry Act 2004* or *Water Services Act 2012*.

## 5.4 What happens if the contract ends?

- (a) If this *contract* ends:
- i. we may conduct a final *electrical meter* and *HWS meter* reading, arrange for *disconnection* and issue you with a final bill (and, subject to this *contract* and any laws, charge you a fee for these matters); and
  - ii. you must give us safe and unrestricted access to the *premises* to remove any *energy equipment* or *water equipment* that belongs to us.
- (b) If you do not give us safe and unhindered access to the *premises* to conduct a final *electrical meter* or *HWS meter* reading (where relevant), we will issue you a final bill based on our reasonable estimate of your electricity and hot water use under this *contract*.
- (c) Any rights and obligations accrued before the end of this *contract* will continue despite the end of the *contract*, including any obligation on you to pay money to us.
- (d) If this *contract* ends and you continue to take supply from us, we will continue to sell you electricity and hot water on the same terms as the terms of this *contract* until you enter into a new agreement with us or someone else becomes responsible for the energy and hot water supply at your *premises* under a new contract with us or another retailer, and all of the provisions of this *contract* will survive this *contract* ending for this purpose.
- (e) If this *contract* ends and your account with us is in credit, we will set off from your account any amounts you owe us, and we will then transfer any credit remaining into:
- i. another account you have with us; or
  - ii. your nominated bank account,
- within 12 *business days* from when you tell us, or as otherwise agreed.

## 5.5 Vacating your premises

If you are vacating your *premises*, you must provide your forwarding address to us for your final bill.

When we receive the notice, we will use reasonable endeavours to arrange for the reading of the *electrical meter* and *HWS meter* on the date specified in your notice (or as soon as possible after that date if you do not provide access to your *electrical meter* and *HWS meter* on that date) and send a final bill to you at the forwarding address stated in your notice.

You will continue to be responsible for charges for the *premises* until your *contract* ends in accordance with clause 5 of this *contract*.

## 6. YOUR GENERAL OBLIGATIONS

### 6.1 Full information



You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

## 6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes.

## 6.3 Life support equipment

- (a) If you are a residential customer and if a person living at your premises requires life support equipment, you must register the premises with us and the network operator. To register, you will need to provide written notice to us providing:
- i. the name, telephone number, email, postal address and street address of the responsible person at the premises for electricity network outage or hot water interruption notification purposes; and
  - ii. confirmation from a registered medical practitioner that a person living at the premises requires life support equipment.
- (b) You must provide notice to us if the life support equipment is no longer required at the premises.
- (c) If you have validly registered that you or a person residing at the premises is dependent on life support equipment, we will not:
- i. make any planned interruption to the electricity supply at the premises without giving you at least 3 days' written notice; and
  - ii. disconnect the electricity supply to the premises for failure to pay a bill.
- (d) If you have notified us that a person residing at the premises is dependent on life support equipment that requires water to operate, we will not:
- i. make any planned interruption to the water supply at the premises without giving you at least 2 days' written notice or if that is not possible then as soon as practicable; and
  - ii. reduce or disconnect the water supply to the premises for failure to pay a bill.

## 6.4 Obligations if you are not an owner

If you are not the owner of your premises, you will not be in breach of an obligation under this contract relating to your premises provided you have taken all reasonable steps to ensure that the owner (or other person responsible for the premises) fulfils that obligation.

## 7. OUR LIABILITY

- (a) Title and risk in the electricity supplied under this contract will pass to you at the point of connection between the internal electrical system and your premises.
- (b) Title and risk in the hot water supplied under this contract will pass to you at the point of connection between the internal hot water system and your premises.

- (c) The quality and reliability of the electricity and hot water supply is subject to a variety of factors that are often beyond *our* control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the applicable distribution system and the acts of other persons, including a direction of a *relevant authority*.
- (d) *Our* supply of hot water to *you* at *your premises* is subject to *us* receiving water from another supplier at our *water equipment*. If the supply of water to *us* is restricted, interrupted or discontinued in any way, *we* may restrict, interrupt or end the supply of hot water to *you* under this *contract* for the same period of time immediately and without liability.
- (e) To the extent permitted by law, *we* give no condition, warranty or undertaking, and *we* make no representation to *you*, about the condition or suitability of electricity or hot water, its quality, characteristics, fitness for purpose or safety, other than those set out in this *contract*.
- (f) Despite any other provision in this *contract* or anything outside the *contract* (other than applicable laws), *you* will only be liable to *us*, and *we* will only be liable to *you*, for direct damage. Neither party will be liable to the other party or any third party in any circumstances for indirect damage, including (but not limited to):
  - i. indirect loss; or
  - ii. consequential loss; or
  - iii. business interruption loss; or
  - iv. lost profits; or
  - v. loss of an opportunity; or
  - vi. liability to other people under contracts or otherwise (except in the case of *our* liability to the *network operator*).

## 8. PRICE FOR ELECTRICITY, HOT WATER AND OTHER SERVICES

### 8.1 What are our tariffs and charges?

- (a) *Our* tariffs and charges for the sale of electricity and hot water to *you* under this *contract* are *our standard prices*. These are published on *our* website.
- (b) Different tariffs and charges may apply to *you* depending on *your* circumstances. The conditions for each tariff and charge are set out in *our standard prices* on *our* website.

### 8.2 Changes to tariffs and charges

- (a) If *we* vary *our standard prices*, *we* will notify *you* in writing either as part of *your* bill or separately and publish the variation on *our* website at least 20 *business days* before it starts. If the variation to *our standard prices* affects *you*, *we* will also include details with *your* next bill.
- (b) *We* will not vary *our standard prices* more often than once every 6 months.

### 8.3 Variation of tariff due to change of use

If a change in *your* use of electricity or hot water means *you* are no longer eligible for the particular tariff *you* are on, *we* may transfer *you* to a new tariff for the electricity or hot water supply. The new tariff will

commence from the date that the change of use of electricity or hot water commenced, unless we notify you otherwise.

#### 8.4 Variation of tariff or type of tariff on request

You may ask us to review your circumstances to see if you are eligible for a different tariff or type of tariff. If you are eligible, and you provide a notice requesting us to, we will transfer you to the new tariff:

- (a) within 10 business days; or
- (b) if an electrical meter or HWS meter read or change of meter is required, from that date.

#### 8.5 Changes to tariffs or type of tariff during a billing cycle

If the tariff you are on changes during a billing cycle, we will calculate your next bill on a proportionate basis using the different tariffs that applied.

#### 8.6 Benefit changes

Where there is a change to or expiry of a benefit (such as a discount) provided to you under this contract before the date on which this contract ends or is terminated we will inform you, by notice in writing, not more than 40 business days and not less than 20 business days before the date of the benefit change:

- (a) the details of the benefit change; and
- (b) your options for the supply of electricity and hot water after the date of the benefit change.

#### 8.7 GST

Amounts payable under this contract, including the standard prices, may be stated to be exclusive or inclusive of GST. Unless an amount is stated to include GST, an amount payable under this contract is payment for a "taxable supply" as defined for GST purposes and, to the extent permitted by law, will be increased to include the GST payable on that taxable supply.

### 9. BILLING

#### 9.1 General

Unless we have agreed otherwise with you, the billing cycle will be no more than once a month and no less than once every three months.

We will issue bills to you, as soon as possible after the end of each billing cycle, to:

- (a) the address which you have nominated; or
- (b) a person you have authorised in writing to act on your behalf (at the address specified by you).

#### 9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated using the standard prices applicable to you and based on:

- (a) the amount of electricity and hot water consumed at your premises during the billing cycle (using information obtained from reading your electrical meter and HWS meter or otherwise as permitted under this contract); and

- (b) the amount of fees and charges for other services, as set out in *our standard prices*, provided under this *contract* during the *billing cycle*.

### 9.3 Estimating electricity or hot water usage

- (a) We may, acting reasonably, estimate the amount of electricity or hot water consumed at *your premises* in the following circumstances:
- i. if *your electrical meter* or *HWS meter* cannot be read; or
  - ii. if *your* metering data is not obtained (for example, if access to the *electrical meter* or *HWS meter* is not given or the *electrical meter* or *HWS meter* breaks down or is faulty); or
  - iii. if *you* otherwise consent.
- (b) If we estimate the amount of electricity or hot water consumed at *your premises* to calculate a bill, we will clearly state this on *your bill* and, when *your electrical meter* or *HWS meter* is later read, we will adjust *your bill* for any difference between the estimate and the electricity or hot water actually used in accordance with clause 12.
- (c) If the *electrical meter* or *HWS meter* has not been read due to *your* actions, and *you* request us to replace the estimated bill with a bill based on an actual reading of the *electrical meter* or *HWS meter*, we will comply with *your* request but may charge *you* any cost we incur in doing so.

### 9.4 Your billing information

- (a) If *you* request, we will give *you* information about *your* billing history for the previous 2 years free of charge. We may charge *you* a reasonable fee for this information if:
- i. *you* require information that goes back more than 2 years; or
  - ii. we have already given *you* this information 4 times in the previous 12 months;
- (b) If *you* request, we will give *you* information about *your* electricity or hot water consumption for up to 2 years free of charge. We may charge *you* a reasonable fee for this information if we have already given *you* this information 4 times in the previous 12 months.

### 9.5 Bill smoothing

If *you* agree, we may arrange for *you* to pay *your* bills under a bill smoothing arrangement based on an estimate of *your* annual electricity or hot water consumption for an agreed period (usually 12 months).

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

*You* must pay *your* bill by the due date shown on the bill (the “pay-by date”). The pay-by date will be no earlier than 13 *business days* from the date on which we issue *your* bill.

### 10.2 Payment in advance

*You* may pay *your* bills in advance if *you* make a request to us to do so. We will not pay interest on any payments *you* make in advance.

### 10.3 Issue of reminder notices

If *you* have not paid *your* bill by the pay-by date, we will send *you* a reminder notice at least 15 *business days* after the date we issued *your* bill, giving *you* not less than a further 6 *business days* for payment.

#### 10.4 Difficulties in paying

- (a) If *you* have difficulties paying *your* bill, *you* should contact *us* as soon as possible and we will provide *you* with information about payment options.
- (b) If *you* are a *residential customer* and have told *us* that *you* have difficulty paying *your* bill, we will offer *you* the option of paying *your* bill under a payment plan. We will not charge a fee or any interest on *your* bill for this. However, we are not obliged to do so if *you* have had 2 payment plans cancelled due to non-payment in the previous 12 months or *you* have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) If *you* are a *business use customer* and have told *us* that *you* have difficulty paying *your* bill, we will offer *you* the option of paying *your* bill under a payment plan. However, we may charge a fee or interest on *your* bill.
- (d) If *you* are a *residential customer* on a payment plan and *you* are unable to meet *your* payments under *your* payment plan, please contact *us* to discuss revising *your* payment plan.
- (e) Additional protections may be available to *you* if *you* are a *customer* experiencing payment difficulties due to hardship. Please contact *us* for relevant information which may assist *you* and to discuss any available hardship options.
- (f) If *you* are a *residential customer* and *you* have advised *us* that *you* are affected by family violence, or if we have reason to believe *you* are affected by family violence, *our* family violence policy contains practices and processes to protect *you*.

#### 10.5 Late payment and credit reporting

- (a) If *you* do not pay *your* bill in full by the due date, then subject to any applicable laws we may do one or more of the following:
  - i. charge *you* a fee for each overdue account notice we send to *you* in accordance with *our* standard prices;
  - ii. charge *you* reasonable interest on the amount *you* have not paid;
  - iii. shorten *your* billing cycle.
- (b) If *you* do not pay *your* bill in full by the date in the reminder notice then subject to any applicable laws, we may do one or more of the following:
  - i. restrict *your* hot water supply no earlier than 7 days after sending *you* a disconnection warning; or
  - ii. disconnect *your* electricity supply no earlier than 1 *business day* after the expiry of the period referred to in the disconnection warning.
- (c) If *you* do not pay *your* bill in full after we send a disconnection warning to *you*, then we may refer *your* debt to a debt collection agency and *you* will be liable for any costs we incur in doing so.
- (d) If payment for *your* bill is dishonoured or reversed, *you* must reimburse *us* for any fees we are required to pay to any other person as a result.

- (e) If *your* account remains overdue for more than 60 days *we* may, subject to compliance with all laws and *our* privacy policy, give information about *you* to a credit reporting agency. This information will allow the credit reporting agency to create or maintain a credit information file containing information about *you*. The information that *we* disclose about *you* can include any of the following:
- i. identity details – *your* name, sex, address (and *your* previous two addresses), date of birth, name of employer and driver's licence number;
  - ii. amounts 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, suggests *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 (a cheque drawn by *you* for \$100 or more which has been dishonoured more than once).

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

- (f) This clause 0 does not apply to *you* if *you* are on a payment plan or other option under clause 10.4 and *you* are complying with it or if *we* are a considering a complaint made by *you* under clause 20.

## **10.6 Application of payment**

- (a) Unless *you* direct *us* otherwise, *we* will apply any payment in proportion to the amount due for the supply of electricity and the amount due for the supply of hot water to *you*. *We* will apply such payments to historical debt first.

## **11. ELECTRICAL AND HWS METERS**

- (a) *You* must allow safe and unhindered access to *your* premises for the purposes of reading and maintaining the *electrical meter* and *HWS meter* and *our energy equipment* and *water equipment* (where relevant).
- (b) *We* will use *our* best endeavours to ensure that an actual *electrical meter* and *HWS meter* reading is carried out as frequently as is needed to prepare *your* bills and in any event at least once every 12 months.
- (c) Subject to clause 12.3(b), *we* will read *your* bill at any time out of cycle if *you* pay *us* a fee.

## **12. UNDERCHARGING AND OVERCHARGING**

### **12.1 Undercharging**

- (a) If *we* have undercharged *you*, *we* may recover the undercharged amount from *you* in which case *we* will:
- i. not charge interest on the undercharged amount; and
  - ii. offer *you* time to pay the undercharged amount in instalments over the period of time that *you* were undercharged up to a maximum of 12 months.

- (b) Unless the undercharge was as a result of your own fault or unlawful act or omission, the maximum amount we will recover from you is the amount that was undercharged in the 9 months prior to us notifying you of the undercharge.

## 12.2 Overcharging

- (a) If we have overcharged you:
- i. we will inform you within 10 *business days* of our becoming aware of the overcharge;
  - ii. unless you request otherwise, we will credit any paid overcharged amount to your account within 15 *business days*; and
  - iii. if you have stopped purchasing electricity and hot water from us, we will refund any paid overcharged amount to you and use our best endeavours to do so within 10 *business days*.
- (b) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

## 12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our complaints and dispute resolution process (available on our website).
- (b) If you request, we will arrange to check your *electrical meter* or *HWS meter* reading or metering data or to test your *electrical meter* or *HWS meter*. You will be liable for the cost in accordance with our *standard prices* and we may request payment in advance. If the *electrical meter* or *HWS meter*, meter reader or metering data proves to be faulty or incorrect, we will reimburse you for any amount paid.
- (c) If your bill is being reviewed, we will inform you of the outcome of the review within 15 *business days* after you make a request referred to in clause 12.3(b).
- (d) If your bill is being reviewed, you must pay to us any undisputed portion of your bill as well as any other bills from us that are due for payment.

## 13. SECURITY DEPOSITS

### 13.1 Requirement for a security deposit

We will not require a *security deposit* if you are a *residential customer*. We may only require you to pay a *security deposit* to us where you are a *business use customer* and:



- (a) *you owe us* an amount for the supply of electricity or hot water at any *premises* unless *you* have disputed the bill relating to that amount and the bill is still subject to a review by *us*, or *you* have made a complaint in relation to the bill; or
- (b) within 2 years before entering into this *contract*, *you* have fraudulently obtained electricity or hot water, or consumed electricity or hot water intentionally and unlawfully; or
- (c) *we* reasonably decide *you* have an unsatisfactory credit history or an unsatisfactory history related to paying for electricity or hot water supplied to *you*.

### 13.2 Security deposit

If *you* provide a *security deposit* to *us*, *we* will keep it in a separate trust account and separately identify it in *our* accounting records. A *security deposit* will usually be *our* estimate of the fees and charges *you* will incur in a 2 month period.

### 13.3 Interest on security deposits

Where *you* have paid a *security deposit* to *us*, *we* will pay *you* interest on the *security deposit* at the *bank bill rate*. Interest will accrue daily and be capitalised every 90 days unless paid.

*We* will advise *you* of the *bank bill rate* on request.

### 13.4 Use of a security deposit

- (a) *We* may use *your security deposit*, and subject to clause 13.3 any interest earned on the *security deposit*, to offset any amount *you* owe under this *contract* as follows:
  - i. if *you* fail to pay a bill and as a result *we* arrange for the disconnection of, or restriction of supply to, *your premises* and *you* have no right or reconnection or restoration of supply; or
  - ii. in relation to a final bill (i.e. a bill *we* issue when *you* vacate the premises or when *you* stop purchasing electricity and hot water from *us* at *your premises* or when *you* request that *your premises* be disconnected).
- (b) If *we* use *your security deposit* or any accrued interest to offset amounts owed to *us*, *we* will advise *you* within 10 *business days*.

### 13.5 Return of security deposit

- (a) *We* will return *your security deposit* and any accrued interest to *you* if:
  - i. *you* pay *your bills* by the pay-by dates for 12 consecutive months;
  - ii. *you* leave the *premises* or ask *us* to disconnect the supply of electricity and hot water; or
  - iii. subject to clause 14.5, *you* stop purchasing electricity and hot water for the *premises* under this *contract*.
- (b) If *you* do not give *us* any reasonable instructions with respect to the return of *your security deposit*, *we* will credit the amount together with any accrued interest to *your next bill*.



## 14. DISCONNECTION OF SUPPLY

### 14.1 **When can we arrange for disconnection of electricity supply and restrictions to your hot water?**

We may arrange for the disconnection of electricity supply and restrict the hot water supply to *your premises* if:

- (a) *you* do not provide a *security deposit* that *you* are required to provide to *us*;
- (b) there has been illegal or fraudulent use of energy or hot water at *your premises* in breach of clause 16 of this *contract*; or
- (c) *we* are otherwise entitled or required to do so by law.

### 14.2 **When can we arrange for disconnection of electricity supply?**

We may arrange for the disconnection of electricity supply to *your premises* if:

- (a) *you* do not pay the amount for electricity supply in *your* bill by the pay-by date and, if *you* are a *residential customer*, *you*:
  - i. fail to comply with the terms of an agreed payment plan; or
  - ii. do not agree to an offer to pay the bill by instalments, or having agreed, *you* fail to comply with the instalment arrangement;
- (b) *you* do not give access to *your premises* to read an *electrical meter* on 3 consecutive occasions after we have given you notice;; or
- (c) *we* are otherwise entitled or required to do so by law.

### 14.3 **When can we arrange for restriction to your hot water supply?**

We may arrange for the restriction of hot water supply to *your premises* if:

- (a) *you* do not pay the amount for hot water supply in *your* bill by the pay-by date and, if *you* are a *residential customer*, *you*:
  - iii. fail to comply with the terms of an agreed payment plan; or
  - iv. do not agree to an offer to pay the bill by instalments, or having agreed, *you* fail to comply with the instalment arrangement;
- (b) *you* do not give access to *your premises* to read a *HWS meter* for 9 consecutive months after we have given you notice; or
- (c) *we* are otherwise entitled or required to do so by law.

### 14.4 **Notice and warning of planned disconnection or interruption**

- (a) Before disconnecting, or restricting supply to *your premises*, *we* will comply with all applicable laws.
- (b) *We* may interrupt *your* electricity supply if necessary:

- i. if there is an emergency or for health or safety reasons;
  - ii. for work on *our energy equipment* or the *internal electrical system*; or
  - iii. if the *network operator* is required to work on the *network* or its network equipment and that affects *our* ability to supply *you* electricity.
- (c) We may restrict or limit *your* hot water supply if necessary:
- i. if there is an emergency or for health or safety reasons;
  - ii. for work on *our water equipment* or the *internal hot water system*; or
  - iii. if we fail to receive water to the *water equipment* for any reason and that failure affects *our* ability to supply *you* with hot water.
- (d) Before interrupting *your* supply, we will comply with all applicable laws. We will give *you*, the strata manager or the operator of the *premises* (if applicable) as much notice as practicably possible and we will use *our* best endeavours to restore *your* electricity or hot water supply as soon as possible after the necessary work is completed or water is resupplied to our *water equipment*.

#### 14.5 When we must not arrange disconnection / restriction

- (a) Subject to paragraph (b), we will not disconnect the supply of electricity to *your premises* during the following times ('the protected period'):
- i. on a *business day* before 8.00am or after 3.00pm;
  - ii. on a Friday or the day before a public holiday;
  - iii. on a weekend or a public holiday; or
  - iv. on the days between 20 December and 31 December (inclusive) in any year.
- (b) We may disconnect the supply of electricity to *your premises* during the protected period:
- i. for reasons of health and safety;
  - ii. in an *emergency*;
  - iii. as directed by a *relevant authority*;
  - iv. if *you* request *us* to arrange *disconnection* within the protected period;
  - v. if the *premises* contain a commercial business that only operates within the protected period and where access to the *premises* is necessary to effect *disconnection*; or
  - vi. where the *premises* are not occupied.
- (c) We will not restrict the supply of hot water to *your premises*:
- i. on a Friday, Saturday, Sunday or public holiday or on the day before a public holiday;

- ii. on a day on which a total fire ban has effect under the *Bush Fires Act 1954* in the area of Western Australia in which *your premises* is located; or
  - iii. after 3 pm on any day.
- (d) We will not disconnect the supply of hot water to *your premises* unless your *premises* are unoccupied:

## 15. RECONNECTION OR RESTORATION OF SUPPLY

- (a) If the supply of electricity to the *premises* is disconnected or the supply of hot water to the *premises* is restricted or disconnected, we will reconnect the supply of electricity or restore the supply of hot water (as applicable) to the *premises* if, within 10 *business days* of the *premises* being disconnected or restricted, *you*:
- i. request *us* to arrange for reconnection of the *premises* or restoration of the supply to the *premises*;
  - ii. rectify the matter that led to the *disconnection* or restriction or the reason for the *disconnection* or restriction no longer applies; and
  - iii. *you* pay any reconnection charge (if requested).
- (b) We may terminate this *contract* 10 *business days* following *disconnection* or restriction if *you* do not meet the requirements in paragraph (a).

## 16. WRONGFUL AND ILLEGAL USE OF ENERGY OR WATER

### 16.1 Use of energy or water

*You* must not, and must take reasonable steps to ensure others do not:

- (a) illegally use electricity or hot water supplied to the *premises*;
- (b) interfere or allow interference with any *energy equipment* or *water equipment* that is at the *premises* except as may be permitted by law;
- (c) use the electricity or hot water supplied to the *premises* or any *energy equipment* or *water equipment* in a manner that:
  - i. unreasonably interferes with the connection or supply of electricity or hot water to another *customer*; or
  - ii. causes damage or interference to any third party or third party property; or
- (d) allow electricity or hot water purchased from *us* to be used otherwise than in accordance with this *contract*; or
- (e) tamper with, or permit tampering with, any *electrical meter* or *HWS meter* or associated *energy equipment* or *water equipment*.

## 17. COMPLIANCE WITH TECHNICAL OBLIGATIONS

### 17.1 Your compliance with technical obligations

You acknowledge and agree that you will:

- (a) comply with all relevant provisions of the *technical rules* as if they applied to you; and
- (b) comply with any direction from us or a *relevant authority* where the direction is in respect of maintaining security or reliability of the infrastructure, *energy equipment, water equipment, internal electrical system, internal hot water system or network*.

## 18. NOTICES AND BILLS

- (a) Notices and bills under this *contract* must be sent in writing, unless this *contract* says otherwise. A notice in writing may include email or other electronic communication.
- (b) A notice or bill sent under this *contract* is taken to have been received by you or us (as relevant) on the date (or if that date is not a *business day*, the next *business day*):
  - i. it is handed to the party or left at the party's *premises* (or if that date is not a *business day*, the next *business day*); or
  - ii. 2 *business days* after it is posted; or
  - iii. it is sent in the case of electronic communication, unless:
    - 1. the sender receives notice that delivery did not occur or has been delayed; or
    - 2. the electronic communication is delivered after 5:00pm on a *business day* in which case it will be received on the date that is the next *business day*.
- (c) Our contact details are set out below, or as notified in writing to you from time to time.

**Source Energy Co Pty Ltd**  
12/2 Mill Street, Perth WA 6000  
ABN 20 611 435 208  
Email: [accounts@sourceenergyco.com](mailto:accounts@sourceenergyco.com)  
Ph: 6500 1243  
Website: [www.sourceenergyco.com.au](http://www.sourceenergyco.com.au)

## 19. PRIVACY

We will comply with applicable privacy legislation in relation to your personal information. We collect, hold, use and disclose your personal information in accordance with our privacy policy which also sets out the steps we take to ensure your information is kept confidential. You can find a copy of our privacy policy on our website. If you have any questions, you can contact us.

## 20. COMPLAINTS AND DISPUTE RESOLUTION

If you have a complaint relating to the sale of electricity or hot water by us to you, or this *contract* generally, you may lodge a complaint with us in accordance with our complaints and dispute resolution

process which is available on *our* website. *We* will deal with any complaint in accordance with *our* complaints and dispute resolution process.

## 21. FORCE MAJEURE

### 21.1 **Effect of force majeure event**

If either *you* or *we* ('affected party') cannot meet an obligation under this *contract* because of an event outside the affected party's control ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the *force majeure event* for as long as the *force majeure event* continues; and
- (b) the affected party must use best endeavours to give the other party prompt notice of the *force majeure event* including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### 21.2 **Obligation to overcome or minimise effect of force majeure event**

In order to claim the benefit of clause 21.1, an affected party must use its best endeavours to remove, overcome or minimise the effects of the *force majeure event* as soon as practicable.

### 21.3 **Settlement of industrial disputes**

Nothing in this clause requires a party to settle an industrial dispute that constitutes a *force majeure event* in any manner.

## 22. ASSIGNMENT

- (a) *We* may assign or novate the *contract* without *your* consent to any person that *we* reasonably consider has the commercial and technical ability to perform *our* obligations under the *contract*.
- (b) *You* must not assign or novate the *contract* to any person without *our* consent. *We* will not unreasonably withhold *our* consent but *we* may provide conditions on *our* consent such as requiring the person to provide a *security deposit* before *we* will consent.

## 23. APPLICABLE LAW

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

## 24. GENERAL

### 24.1 **Our obligations**

Some obligations placed on *us* under this *contract* may be carried out by another person. If an obligation is placed on *us* to do something under this contract, then:

- (a) *we* are taken to have complied with the obligation if another person does it on *our* behalf; and
- (b) if the obligation is not complied with, *we* will remain liable to *you* for the failure to comply with this *contract*.

## 24.2 Amending this contract

- (a) This *contract* may only be amended with not less than 30 days prior notice to *you*. If *you* do not accept the change *you* may terminate this *contract*. Otherwise, if *you* continue to accept electricity or hot water after the date the amendments take effect *you* will be deemed to have accepted the amendments.
- (b) We will publish any amendments to this *contract* on *our* website.

## 24.3 Effect of invalid terms

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

## 24.4 Excluded warranties

To the extent permitted by law, the only warranties that apply to this *contract* are those that are expressly set out in the *contract*. However, *you* have non-excludable rights under the *Australian Consumer Law*.

## 24.5 Information

*Our* policies are published on *our* website, including:

- (a) information about *our* family violence policy and hardship policy;
- (b) information about *our* complaints and dispute resolution process; and
- (c) information about *our* standard tariffs;
- (d) information on *our* policy on leaks; and
- (e) *our* Privacy Policy.

## 25. DEFINITIONS AND INTERPRETATION

***Australian Consumer Law*** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*;

***bank bill rate*** means the bank bill swap rate as defined in regulation 31E of the *Electricity Industry (Customer Contracts) Regulations 2005*;

***benefit change*** means a change to, or the expiry of, a benefit (such as a price discount) provided under this *contract* to *you* for a period of time that ends earlier than the date on which this *contract* will end.

***billing cycle*** means the regular recurrent period for which *you* receive a bill from *us*;

***building*** means the building or property within which the *premises* is situated;

***business day*** means a day other than a Saturday, a Sunday or a public holiday in Western Australia;

***business use customer*** means a *customer* who is not a *residential customer*;

**Code** means the *Code of Conduct For the Supply of Electricity to Small Use Customers 2023* (as may be amended) made under s.79 of the *Electricity Industry Act 2004 (WA)*;

**contract** means this contract between *you* and *us* for the supply of electricity and hot water to *you* at *your premises*;

**cooling-off period** means the period of 10 *business days* starting at the first *business day* after the day on which the *contract* was made;

**customer** means a person who consumes electricity and hot water at the *premises* and is a *residential customer* or a *business use customer*;

**disconnection** means an action to prevent the flow of electricity or hot water to the *premises*, but does not include an interruption;

**electrical meter** means the meters and associated equipment which measures the electricity supplied to *you*;

**emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

**energy equipment** means the *electrical meter* and any electrical infrastructure facilities or other equipment used to transmit or measure electricity for transfer to *you* or comprising part of the *internal electrical system*, before the point where electricity is transferred from the *electrical meter*, and is not *your property*;

**force majeure event** means an event outside the reasonable control of a party;

**GST** has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth))*;

**HWS meter** means the meters and associated equipment which measures the hot water supplied to *you*;

**internal electrical system** means the electrical infrastructure within the *building* that distributes electricity through the *building* and property and to which the *premises* is connected;

**internal hot water system** means the hot water infrastructure within the *building* that distributes hot water through the *building* and property and to which the *premises* is connected;

**network** means the South West Interconnected System;

**network operator** means the operator of the South West Interconnected System from time to time and includes its employees, subcontractors, agents and successors in title;

**premises** means the address to which electricity and hot water will be supplied to *you* under this *contract*;

**relevant authority** means any person or body who has the power under law to direct *us*, including the Australian Energy Market Operator, the Economic Regulation Authority, the *network operator* and State or Federal Police;



**residential customer** means a *customer* who purchases energy principally for personal, household or domestic use at their *premises*;

**retailer** means a person that is authorised to sell electricity or hot water to *customers*;

**security deposit** means an amount of money paid to *us* as security against non-payment of a bill;

**standard prices** means *our* standard tariffs and charges in connection with the sale and supply of energy and hot water, as published on *our* website;

**technical rules** means:

- (a) the Distribution Technical Code published under the *Electricity Distribution Regulations 1997* and, where relevant the Technical Code published under the *Electricity Transmission Regulations 1996*;
- (b) the Technical Rules approved by the Economic Regulation Authority under the *Electricity Networks Access Code*; and
- (c) any similar standards or obligations under the Wholesale Electricity Market Rules;

**water equipment** means the *HWS meter* and any hot water infrastructure facilities or other equipment used to measure water for supply to *you* or comprising part of the *internal hot water system*, before the point where hot water is transferred from the *HWS meter*, and is not *your* property;

**we, our** or **us** means Source Energy Co Pty Ltd (ABN 20 611 435 208) of 12/2 Mill Street, Perth WA 6000; and

**you** or **your** means the *customer* to whom electricity and hot water will be supplied under the *contract*.