



Standard Retail Contract

Source.
Energy Co.



Standard Retail Contract

INTRODUCTION

This is Source Energy's standard retail contract for the sale of electricity 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 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 under the *Electricity Industry Exemption Order 2005 (WA)*, Source will provide to *you* a similar level of consumer protections and rights as if *you* were supplied electricity by a licenced retailer, as set out in this *contract* and including under the *Code*.

More information about this *contract* and other relevant matters can be found on our website www.sourceenergyco.com

Table of Contents

- 1. SUPPLY OF ELECTRICITY 5
- 2. COMPLIANCE WITH LAWS 5
- 3. DEFINITIONS AND INTERPRETATION 5
- 4. WHEN DOES THIS CONTRACT START? 5
- 5. ENDING THIS CONTRACT 5
 - 5.1 When does this contract end? 5
 - 5.2 When can you end this contract? 5
 - 5.3 When can we end this contract? 5
 - 5.4 What happens if the contract ends? 6
 - 5.5 Vacating your premises 6
- 6. YOUR GENERAL OBLIGATIONS 6
 - 6.1 Full information 6
 - 6.2 Updating information..... 6
 - 6.3 Life support equipment 7
 - 6.4 Obligations if you are not an owner 7
- 7. OUR LIABILITY 7
- 8. PRICE FOR ELECTRICITY AND OTHER SERVICES 8
 - 8.1 What are our tariffs and charges? 8
 - 8.2 Changes to tariffs and charges..... 8
 - 8.3 Variation of tariff due to change of use..... 8
 - 8.4 Variation of tariff or type of tariff on request 8
 - 8.5 Changes to tariffs or type of tariff during a billing cycle 8
 - 8.6 GST..... 8
- 9. BILLING 8
 - 9.1 General 8
 - 9.2 Calculating the bill..... 9
 - 9.3 Estimating electricity usage 9
 - 9.4 Your billing information 9
 - 9.5 Bill smoothing..... 9
- 10. PAYING YOUR BILL 10
 - 10.1 What you have to pay 10
 - 10.2 Issue of reminder notices 10
 - 10.3 Difficulties in paying 10
 - 10.4 Late payment and credit reporting..... 10
- 11. METERS 11
- 12. UNDERCHARGING AND OVERCHARGING 11

Source.

Energy Co.

12.1	Undercharging	11
12.2	Overcharging	11
12.3	Reviewing your bill.....	12
13.	SECURITY DEPOSITS	12
13.1	Security deposit	12
13.2	Interest on security deposits.....	12
13.3	Use of a security deposit	12
13.4	Return of security deposit.....	12
14.	DISCONNECTION OF SUPPLY	13
14.1	When can we arrange for disconnection?	13
14.2	Notice and warning of planned disconnection or interruption	13
14.3	When we must not arrange disconnection	13
15.	RECONNECTION OF SUPPLY	14
16.	WRONGFUL AND ILLEGAL USE OF ENERGY	14
16.1	Use of energy.....	14
17.	COMPLIANCE WITH TECHNICAL OBLIGATIONS	15
18.	NOTICES AND BILLS	15
19.	PRIVACY	15
20.	COMPLAINTS AND DISPUTE RESOLUTION	15
21.	FORCE MAJEURE	16
21.1	Effect of force majeure event.....	16
21.2	Obligation to overcome or minimise effect of force majeure event.....	16
21.3	Settlement of industrial disputes.....	16
22.	ASSIGNMENT	16
23.	APPLICABLE LAW	16
24.	GENERAL.....	16
24.1	Our obligations.....	16
24.2	Amending this contract	17
24.3	Effect of invalid terms	17
24.1	Excluded warranties	17
25.	DEFINITIONS AND INTERPRETATION	17



1. SUPPLY OF ELECTRICITY

We agree to sell electricity to *you* at *your premises*, and *you* agree to purchase electricity 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 to *you*, subject to any applicable *cooling-off period*.
- (b) 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.

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

- (e) immediately, if *we* are no longer permitted under applicable laws and regulations to supply electricity to *you*; or
- (f) with 2 *business days'* notice if *you* do not provide *us* with a *security deposit* in accordance with this *contract*.

5.4 What happens if the contract ends?

- (a) If this *contract* ends:
 - i. *we* may conduct a final 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* that belongs to *us*.
- (b) If *you* do not give *us* safe and unhindered access to the *premises* to conduct a final meter reading (where relevant), *we* will issue *you* a final bill based on *our* reasonable estimate of *your* electricity 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 on the same terms as the terms of this *contract* until *you* enter into a new agreement with *us*, someone else becomes responsible for the energy supply at *your premises* under a new contract with *us*, or *you* transfer *your premises* to an electricity retailer, and all of the provisions of this *contract* will survive this *contract* ending for this purpose.

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 meter on the date specified in *your* notice (or as soon as possible after that date if *you* do not provide access to *your* 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 or if *your* use of electricity 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* from a registered medical practitioner that life support equipment is required at the *premises*.
- (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 *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) The quality and reliability of the electricity 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 distribution system and the acts of other persons, including a direction of a *relevant authority*.
- (c) 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, its quality, fitness for purpose or safety, other than those set out in this *contract*.
- (d) 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 AND OTHER SERVICES

8.1 What are our tariffs and charges?

- (a) *Our* tariffs and charges for the sale of electricity 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 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 means *you* are no longer eligible for the particular tariff *you* are on, *we* may transfer *you* to a new tariff. The new tariff will commence from the date that the change of use of electricity 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 a 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 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 price* applicable to *you* and based on:

- (a) the amount of electricity consumed at *your premises* during the *billing cycle* (using information obtained from reading *your* 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 usage

- (a) We may, acting reasonably, estimate the amount of electricity consumed at *your premises* in the following circumstances:
 - i. if *your* meter cannot be read; or
 - ii. if *your* metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty); or
 - iii. if *you* otherwise consent.
- (b) If we estimate the amount of electricity consumed at *your premises* to calculate a bill, we will clearly state this on *your* bill and, when *your* meter is later read, we will adjust *your* bill for any difference between the estimate and the electricity actually used in accordance with clause 12.
- (c) If the 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 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 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 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 Issue of reminder notices

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

10.3 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. 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) Additional protections may be available to *you* if *you* are a *customer* experiencing payment difficulties due to hardship. Please contact *us* to discuss any available hardship options.

10.4 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. send a disconnection warning to *you*; and
 - ii. disconnect *your* electricity supply.
- (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*.

11. METERS

- (a) *You* must allow safe and unhindered access to *your* premises for the purposes of reading and maintaining the meters and *our energy equipment* (where relevant).
- (b) *We* will use *our* best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare *your* bills and in any event at least once every 12 months.

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

- (c) 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* next bill; and
 - iii. if *you* have stopped purchasing electricity from *us*, *we* will refund any paid overcharged amount to *you* and use *our* best endeavours to do so within 10 *business days*.

- (d) 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* meter reading or metering data or to test *your* meter. *You* will be liable for the cost in accordance with *our standard prices* and we may request payment in advance. If the 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, *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 Security deposit

We may require that *you* provide a *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.

13.2 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.

13.3 Use of a security deposit

- (a) We may use *your security deposit*, and subject to clause 13.2 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 *your premises*; 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 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*.

13.4 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; or
 - ii. subject to clause 14.3, *you* stop purchasing electricity 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?

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

- (a) *you* do not pay *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 provide a *security deposit* *you* are required to provide to *us*;
- (c) *you* do not give access to *your premises* to read a meter (where relevant) on 3 consecutive occasions;
- (d) there has been illegal or fraudulent use of energy at *your premises* in breach of clause 16 of this *contract*, or
- (e) *we* are otherwise entitled or required to do so by law.

14.2 Notice and warning of planned disconnection or interruption

- (a) Before disconnecting *your premises*, *we* will comply with all applicable laws including the warning notice requirements and other related provisions in the *Code*.
- (b) *We* may turn off *your* electricity 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.

Before interrupting *your* supply, *we* will comply with all applicable laws. *We* will endeavour to give *you* as much notice as possible and *we* will use *our* best endeavours to turn *your* electricity on as soon as possible after the necessary work is completed.

14.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), *we* will not disconnect *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 *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.

15. RECONNECTION OF SUPPLY

- (a) We will reconnect the *premises* if, within 10 *business days* of the *premises* being disconnected, *you*:
- i. request *us* to arrange for reconnection of the *premises*;
 - ii. rectify the matter that led to the *disconnection*; and
 - iii. *you* pay any reconnection charge (if requested).
- (b) We may terminate this *contract* 10 *business days* following *disconnection* if *you* do not meet the requirements in paragraph (a).

16. WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

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

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

17. 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, internal electrical 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
Ph: 6500 1243
Website: 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. 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 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 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.

24.1 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*.

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 rate as defined in regulation 12(4) of the *Electricity Industry (Customer Contracts) Regulations 2005*;

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 2018* (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 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 at the *premises* and is a *residential customer* or a *business use customer*;

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

distributor means the party that owns and operates the *internal electrical system*;

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 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 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));

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;

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 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 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, 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;

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 will be supplied under the *contract*.