

MyPower Product Rules

1. About these product rules

- 1.1 These are the *product rules* that are referred to in the MyPower terms and conditions and which, together with the terms and conditions and the application submitted by *you* to *us* comprise the legally binding *Contract* under which we supply you with electricity.

2. Cooling off period

- 2.1 Because this *Contract* is a “non-standard contract” within the meaning of the *Electricity Industry (Customer Contracts) Regulations 2005* (WA), *you* may end this *Contract* within ten days of the date *you* submitted *your application* (**cooling-off period**).
- 2.2 We will not supply *you* with electricity during the *cooling-off period* under this *Contract* unless *you* indicate in the *application* that *you* want to be supplied with electricity during the *cooling-off period* under this *Contract*.
- 2.3 If we supply *you* with electricity under this *Contract* during the *cooling-off period* in accordance with clause 2.2, then *you* must pay *us* in accordance with this *Contract* in respect of such supply.

3. About MyPower Plans

- 3.1 There are two main types of *MyPower Plans*: *residential plans* and *non-residential plans*.
- 3.2 *You* can be supplied on the basis of a *residential plan* only if *you* meet the definition of *residential plan* at the *premises*. If *you* do not qualify for a *residential plan*, then *you* can be supplied under a *non-residential plan*.
- 3.3 *MyPower Plans* have three components:
- (a) a daily fixed charge;
 - (b) a variable energy usage charge; and
 - (c) the *Horizon Power App* that provides *you* with the power to monitor and adjust *your* usage.
- 3.4 We can also charge *you* fees that we are entitled to charge customers under the *Charges By-laws* or as published on our website from time to time, as if *you* were supplied under our *Standard Form Contract*.

4. Being eligible for MyPower Plans

- 4.1 For the duration of the *Contract* *you* must comply with the following criteria:
- (a) *you* must remain eligible for a *residential plan* if *you* are on a *residential plan*;
 - (b) *you* must have installed advanced metering infrastructure operating at the *premises* satisfactory to *us*;
 - (c) *you* agree to receive Horizon Power bills, notifications or reminders by email, via the *Horizon Power App* or via *MyAccount Facility* and that we are not required to send paper bills, notifications or reminders under this *Contract*; and
 - (d) *you* agree to receive SMS alerts via a mobile phone
 - (e) *you* are not a government customer that is precluded from being on tariffs set out in the *Charges By-laws*.
- 4.2 *You* must *advise us* as soon as possible if *you* do not meet any of the criteria in clause 4.1 of these *product rules*.
- 4.3 Without otherwise limiting *our* rights, non-compliance with the criteria in clause 4.1 of these *product rules* will constitute a breach of these *product rules* entitling *us* to terminate the *Contract* under clause 18.3(a)(vii) of the MyPower terms and conditions.
- 4.4 *You* acknowledge and agree that where *you* terminate a *MyPower Plan* in preference for supply under our Standard Form Contract, we will not accept any application from *you* to be placed on a *MyPower Plan* during the period commencing on termination of the *MyPower Plan* and ending on the date that is 12 months thereafter.

5. Selecting the right *MyPower Plan* for you

- 5.1 During the *application process*, we recommended a *MyPower Plan* for you. We made this recommendation based on:
- (a) whether *you* are *eligible* for a *residential plan*;
 - (b) *your* geographical location;
 - (c) *your* historical usage, or *our* estimate of *your* historical usage, over the preceding *peak season*;
 - (d) if and as applicable, *your* willingness and ability to reduce usage of electricity *on peak* periods, as notified to *us* in the questionnaire submitted by *you* to *us* as part of the *application process*;
 - (e) any other information that *you* have provided.
- 5.2 You acknowledge that *our* recommendation does not amount to a representation that *you* will pay less under the recommended *MyPower Plan*.
- 5.3 You will remain on the *MyPower Plan* you selected as part of the *application process* unless *you* or we change the *MyPower Plan* you are on in accordance with clause 6 of these *product rules*.

6. Changing *MyPower Plans*

- 6.1 We can change the *MyPower Plan* you are on if you exceed *your peak allowance* on four *peak days* provided that we:
- (a) promptly notify *you* each time *you* exceed *your peak allowance* via the *Horizon Power App* and/or via SMS; and
 - (b) following the occasion *you* exceed *your peak allowance* on the third *peak day*, we can:
 - (i) nominate a *MyPower Plan* with a higher *peak allowance* to apply should *you* exceed *your peak allowance* on a fourth *peak day* notified to *you* via the *Horizon Power App*; or
 - (ii) if *you* are on the largest *residential plan* or non-residential plan that we offer customers, we may terminate the *Contract* and commence supply to *you* under our *Standard Form Contract*.

7. Adjusting *MyPower Plan* charges

We can adjust the charges payable by *you* under *your MyPower Plan* from time to time at or around the time new *Charges By-laws* are gazetted provided that we give you notice of that adjustment no later than your next bill.

8. Use the *Horizon Power App* to monitor and adjust your usage

- 8.1 The *Horizon Power App* allows *you* to monitor electricity usage at the *premises* with an approximate five to ten minute delay.

9. Definitions and interpretation

- 9.1 In these *product rules*, terms that are italicised have the meaning given below.

application means the online application form submitted by *you* to *us* in connection with supply under this *Contract*.

application process means the online sign-up process undertaken by *you*, including with our assistance, leading to *your submission* of the *application*.

business day means all days excluding weekends that are not *public holidays*.

Contract is defined in clause 1.1.

Charges By-laws means the *Energy Operators (Regional Power Corporation) (Charges) By-laws 2006*.

cooling-off period has the meaning given to that term in clause 2.1 of these *product rules*.

Esperance region means the town of Esperance and surrounding areas electrically connected to Horizon Power's electricity network.

Horizon Power App means the application of that name developed by us.

MyAccount Facility means the online application that allows customers of Horizon Power to review their bills and update their details online.

MyPower Plan means the pricing plan of that name which you select during the *application*, or the pricing plan of that name to which you are transferred in accordance with the *Contract*.

non-residential plan means a plan that is not a *residential plan*.

off peak means times that are not *on peak*.

on peak means the hours between 1pm and 8pm occurring on *peak days*.

peak means *off peak* and on *peak periods*.

peak allowance means your permitted usage during *peak seasons*.

peak day means:

- (a) for *residential plans* all *business days* during *peak seasons*; and
- (b) for *non-residential plans* is all days, excluding *public holidays* during *peak seasons*.

peak seasons means:

- (c) in the *Esperance region*, the period commencing 1 July and ending 31 March but excluding the period 31 August to 1 January; and
- (d) in all other areas, the period commencing 1 December and ending 30 April.

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

product rules means these product rules, which along with the MyPower terms and conditions and the *application* submitted by you to us comprise the legally binding *Contract* under which we supply you with electricity.

public holidays means a day that is gazetted as a public holiday for the location in which the *premise* is located.

regulated tariffs means the tariffs contained in the *Charges By-laws*.

residential plan means a *MyPower Plan* available only if the *premises* supplied consists of a dwelling and the supply is not used for any industrial, commercial, business or general purpose or if the *premises* or part of the *premises* is independently supplied and separately metered solely for the purpose of a residential supply.

start date means the date described in the *application*.

Standard Form Contract means the contract of that name offered by us to customers and approved by the Economic Regulation Authority under the *Electricity Industry Act 2004* (WA).

unit in relation to a charge for electricity, means one kilowatt hour.

we, us and **our** means Regional Power Corporation trading as Horizon Power (ABN 57 955 011 697) of Stovehill Rd Karratha, Western Australia.

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

9.2 Clause 23.2 of the MyPower terms and conditions applies to these *product rules*.