

Non standard form contract Terms and conditions MyPower for small use customers (electricity)

(from 1 November 2018)



HORIZON
POWER

Terms and conditions

1. Supply of Electricity

We will sell electricity to you at the *premises* in accordance with the *Contract*, which is comprised by:

- (a) these terms and conditions;
- (b) the *product rules*; and
- (c) the *application* that you submitted to us when you agreed to be supplied by us under this *Contract*.

2. Code of Conduct

- (a) The *Code of Conduct* regulates the conduct of electricity retailers, network operators and electricity marketing agents. The *Code of Conduct* is designed to protect the interests of residential and small business users.
- (b) Matters covered by the *Code of Conduct* include electricity marketing, billing, connection, *payment difficulties* and *financial hardship*, disconnection, reconnection, pre- payment meters in remote communities, information and communication, dispute resolution, record keeping and compensation payments to customers for breaches of the *Code of Conduct*.
- (c) For so long as this *Contract* applies, we will comply with the *Code of Conduct*. Accordingly, where these terms and conditions deal with a subject matter that is covered by the *Code of Conduct*, then we will act consistently with the relevant provisions of the *Code of Conduct*.
- (d) You can obtain more information about the *Code of Conduct* from us or the Economic Regulation Authority – www.erawa.com.au.

3. When the Contract Starts

The *Contract* begins on the *start date* but we may not supply you with electricity in the *cooling off period* under this *Contract* unless you request that we do so, in which case you must pay us for electricity in accordance with the terms and conditions of this *Contract*.

4. Charges and Rebates

4.1 Charges

You must pay to us the charges specified by us from time to time in accordance with the *Contract*.

4.2 Rebates

If you are eligible for a *rebate* and you apply to us, we will provide that *rebate* to you. You can contact us if you have any queries about any *rebates*.

4.3 Eligibility conditions on rebates

If you are no longer eligible for a *rebate*, you must advise us as soon as possible. If we discover that you are no longer eligible for a *rebate*, then we will advise you in writing that you will not be receiving any further *rebates*. We can also require you to pay to us the amount that you have underpaid for a period of up to 12 months prior to the date that we advise you that you will not receive the *rebate*.

5. How We Will Calculate Your Electricity Use

5.1 Meter reading

- (a) If we provide *you* with a bill based on estimates because *you* failed to provide access to the *meter* and *you* later request *us* to replace *your* estimated bill with a bill based on an actual reading of your *meter*, we will use *our* best endeavours to do so if *you*:
 - (i) pay *our* reasonable charge for reading the *meter*; and
 - (ii) provide due access to the *meter*.
- (b) We use *meter* readings to prepare *your* bill. We will use *our* best endeavours to ensure that we read the *meter* once every *billing cycle*.
- (c) In any event, we will ensure that we read the *meter* at *your premises* at least once every 12 months.
- (d) If we cannot reasonably base a bill on *our* reading of the *meter*, then we will provide *you* with an estimated bill based on:
 - (i) *your* reading of the *meter*; or
 - (ii) *your* prior billing history; or
 - (iii) if we do not have *your* prior billing history, the average usage of electricity by those customers who we consider are in a comparable position to *you* (generally by location or usage pattern).
- (e) If we have provided *you* with an estimated bill and we subsequently obtain a *meter* reading, then *your* next bill will be adjusted to take account of that *meter* reading.

5.2 You can request a meter test

- (a) *You* can ask *us* to test the *meter* to ensure that it is measuring accurately and we will arrange to test the *meter* if *you* first pay to *us* a *meter* testing fee. If we find that the *meter* is not measuring accurately, then we will refund the *meter* testing fee to *you*.
- (b) If the *meter* is not measuring accurately, we will also arrange to either repair or replace the *meter* at no charge to *you*.
- (c) By “accurate”, we mean the *meter* is measuring as accurately as the law requires.

6. Bills

6.1 When we will bill you

We will bill *you* once a month or once every two months (and in doing so we will endeavour to accommodate whichever of these (if any) *you* have indicated to *us* that *you* prefer).

6.2 Paying your bill

- (a) *You* must pay the total amount payable for each bill by the due date specified in that bill. The due date will be at least 12 *business days* from the date of the bill.
- (b) *You* can find out the range of payment options that *you* can choose from by referring to *your* bill, by visiting *our* website or by calling *our* customer service centre.

6.3 If you are having trouble paying

- (a) If *you* are having trouble paying your bills, please advise *us*. We will assess your request within 3 *business days* of your request. If *you* are a *residential customer* and we assess that *you* are having *payment difficulties* or experiencing *financial hardship*, we will:
 - (i) offer *you* additional time to pay; and/or
 - (ii) offer *you* an interest-free and fee-free instalment plan option; and/or
 - (iii) allow *you* to redirect *your* bill to a third person at no charge; and/or
 - (iv) provide *you* with information about *concessions* and government assistance programs; and/or
 - (v) provide *you* with information about independent financial counselling services and other relevant *consumer* representative organisations available to *you*.
- (b) If *you* are a *non-residential customer* and *you* are experiencing *payment difficulties*, we will consider any reasonable request for alternative payment arrangements.

6.4 If you do not pay your bill

- (a) If *you* do not pay the total amount payable for any bill by the due date, then we can:
 - (i) send a *disconnection warning* to *you*; and
 - (ii) subject to complying with clause 5.6 of the *Code of Conduct*, charge *you* a fee for each overdue account notice we send to *you*; and
 - (iii) charge *you* interest on the amount *you* have not paid; and
 - (iv) disconnect *your* electricity supply; and
 - (v) shorten *your* *billing cycle*.
- (b) If *you* do not pay the total amount payable for any bill after we send a *disconnection warning* to *you*, then we can refer *your* debt to a debt collection agency for collection and if we do so, *you* must pay any costs that we incur in connection with the recovery of the unpaid bill (including the agency's fees and legal fees).
- (c) If *you* pay a bill and the payment is dishonoured or reversed and, as a result, we have to pay fees to any other person, *you* must reimburse *us* for those fees.

6.5 Billing data

- (a) If *you* consume less than 160 MWh of electricity per annum, we will give *you* the billing data for the *premises* upon request. This information will be free of charge:
 - (i) for the first 2 requests that *you* make in a year if the data requested is for a period less than the last 2 years, or
 - (ii) if *you* request the billing data in relation to a dispute with *us*.

7. Reviewing Your Bill

7.1 Reviewing a bill

- (a) If *you* have a query about your bill and *you* ask *us* to review the bill, then we will review it.
- (b) In the meantime, *you* must pay to *us* the balance of the bill that is not being queried or an amount equal to the average amount of your bills over the previous 12 months (excluding the bill that *you* are querying), whichever is less. If *you* have any other bills that are due, then *you* must also pay those bills by the due dates.

- (c) If we review *your* bill, we will inform *you* of the outcome of the review as soon as we can and no later than 20 *business days* from the date we are deemed to receive *your* request for us to review *your* bill.
- (d) If we are satisfied the bill is correct, we:
 - (i) may require *you* to pay the unpaid amount; and
 - (ii) will advise *you* that *you* can ask us to arrange a *meter* test; and
 - (iii) will advise *you* of *our customer complaints policy* and any external complaints handling processes.
- (e) If we are satisfied the bill is incorrect, we will adjust the bill for any undercharging or overcharging (clause 7.2 explains how we do this).

7.2 Undercharging and overcharging

- (a) If we undercharge *you* due to an act or omission by *us* (including where the *meter* has been found to be defective), we can require *you* to make a correcting payment and we will offer *you* the option to pay the correcting payment by instalments. In any event:
 - (i) we will only require *you* to make a correcting payment for amounts undercharged in the 12 months prior to the date that we advise *you* that *you* have been undercharged; and
 - (ii) we will list the correcting payment separately in *your* bill, together with an explanation of that amount; and
 - (iii) we will not charge *you* interest on the correcting payment or require *you* to pay a late fee.
- (b) If we overcharge *you* due to an act or omission by *us* (including where the *meter* has been found to be defective), then:
 - (i) we will use *our* best endeavours to tell *you* that we have overcharged *you* within 10 *business days* of becoming aware; and
 - (ii) we will credit the amount to *your* account or *you* have the option of having the amount repaid to *you*, unless the amount is less than \$100, in which case we will credit it to your account; and
 - (iii) we will not pay *you* interest on the amount we overcharged *you*; and
 - (iv) the 12 month limit referred to in clause 7.2(a)(i) does not apply to amounts that we have overcharged *you*.

8. Electricity Supply Equipment and Your Equipment

8.1 Electricity supply equipment

- (a) The *electricity supply equipment* remains *our* property at all times and we are responsible for installing and maintaining the *electricity supply equipment*.
- (b) *You* must not do anything that will damage or interfere with the *electricity supply equipment* or use electricity in a way that interferes with that equipment.
- (c) “Electricity supply equipment” means the *meter* and all wiring, apparatus or other works which are located up to the point that the *meter* is attached to the *premises* and which are used for, or in connection with, the supply of electricity by *us*.

8.2 Your equipment

- (a) *You* are responsible for keeping *your equipment* in good working order and condition.
- (b) “*Your equipment*” means all wiring and other equipment located at the *premises* which are used to take supply of or consume electricity except any *electricity supply equipment*.

8.3 Prohibited activity

You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the *electricity supply equipment*, or do anything that will prevent *us* from accessing the *electricity supply equipment*, or allow anyone else to do so; or
- (b) use electricity in a way that interferes with the supply of electricity to anyone else or causes loss to anyone else.

9. Moving Premises

9.1 New electricity connection

If *you* move into the *premises* and it does not already have an existing electricity connection, then we will sell *you* electricity from the day that we connect the *premises* to the network and energises the *premises*.

9.2 Existing electricity connection

- (a) If *you* move into the *premises* and it has an existing electricity connection, then we will charge *you* for electricity supplied to the *premises* from the date that the *meter* at the *premises* was last read, unless *you* read the *meter* and advise *us* of the *meter* reading within 3 *business days* of the day that *you* move in.
- (b) If a final *meter* reading was not taken, we will estimate the amount of electricity used by the previous occupant so we do not overcharge or undercharge *you*.

9.3 Moving out of the premises

- (a) If *you* move out of the *premises* and no longer wish to obtain an electricity supply at the *premises*, *you* must advise *us*:
 - (i) at least 5 days before *you* move out; and
 - (ii) of an address where the final bill can be sent.
- (b) If *you* advise *us* as described in clause 9.3(a), and *you* move out of the *premises* at the time specified in *your* notice, then we will make a final *meter* reading on the day that *you* move out of the *premises* and issue a final bill to *you*. In that case, *you* are only required to pay for electricity used up to the day *you* move out of the *premises*.
- (c) If *you* have demonstrated to *us* that *you* were evicted from the *premises* or were otherwise required to vacate the *premises* and *you* consume not more than 160 MWh of electricity per annum, we will not require *you* to pay for electricity consumed at the *premises* from the date that *you* advise *us* of the following:
 - (i) the date that *you* vacated or intend to vacate the *premises*; and
 - (ii) a forwarding address to which a final bill may be sent.

- (d) If *you* do not advise *us* as described in clause 9.3(a), then subject to any applicable laws, we may require *you* to pay for electricity used at the *premises* for up to a maximum of 5 days after *you* notify *us* that *you* have moved out of the *premises*.
- (e) If *your* final bill is in credit after *you* have paid *us* all amounts payable under clause 9.3(b) or (c), then *you* can choose to have *us* credit this amount to any new account *you* establish with *us* or repay the amount to *you*.

10. Access to the Premises

- (a) You must let *us* or persons nominated by *us* have safe and unrestricted access to the *premises* when we need it:
 - (i) to read the *meter*; or
 - (ii) to inspect or work on the *electricity supply equipment*; or
 - (iii) to disconnect *your* electricity supply; or
 - (iv) to inspect or work on *your equipment*; or
 - (v) for any other reason relating to the supply of electricity to the *premises*.
- (b) We will give *you* at least 5 *business days* notice before we enter the *premises* unless:
 - (i) we want to inspect, read or examine the *meter* or any of the *electricity supply equipment* or *your equipment*; or
 - (ii) in an *emergency*; or
 - (iii) if we reasonably suspect that electricity is being used illegally at the *premises*, in which case, we may enter the *premises* without notice.
- (c) We may enter *your premises* for the above reasons and in that case, we are required to give *you* the appropriate notice where required.
- (d) We will take reasonable steps to ensure that a person entering the *premises* on *our* behalf will clearly display identification that identifies the person as *our* employee or agent and show his or her identification to *you* if *you* ask to see it.

11. Persons Dependent on Life Support Equipment

11.1 Eligibility conditions on life support

- (a) *You* must advise *us* if *you* or a person residing at the *premises* is dependent on *life support equipment* and give *us* written confirmation from an appropriately qualified medical practitioner that the person requires *life support equipment*.
- (b) *You* must advise *us* as soon as possible 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*.

11.2 Interruptions

If *you* have advised *us* (or we are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then we will give *you* at least 3 *business days*' notice in writing or by *electronic means* of the interruption before we disconnect or interrupt electricity supply at the *premises*. However, in an *emergency*, we can interrupt *your* electricity supply without giving *you* prior notice.

11.3 Disconnections

If *you* have advised *us* (or *we* are otherwise aware) that *you* or a person residing at the *premises* is dependent on *life support equipment*, then *we* cannot disconnect *your* electricity supply because *you* fail to pay *us* a bill by the due date.

12. Interruptions to Your Electricity Supply

12.1 Emergency

- (a) *We* can interrupt or disconnect *your* electricity supply at any time without notice to *you* in an *emergency*, if *we* are permitted or required by law. *We* will:
 - (i) use *our* best endeavours to turn *your* electricity on again as soon as possible; and
 - (ii) provide information about the nature of the *emergency* and an estimate of the time supply will be restored by way of a 24 hour *emergency* line.
- (b) If *we* disconnect *your* electricity supply because *you* cause that *emergency*, then *we* will reconnect *your* electricity supply when *you* ask *us* to do so and *we* are satisfied that the *emergency* no longer exists. In that case, *we* can also charge *you* a fee for reconnecting *your* electricity supply.

12.2 Planned work on distribution system

We can interrupt or disconnect *your* electricity supply at any time if *we* need to carry out planned work on a *distribution system*. *We* will advise *you* at least 72 hours before the start of an interruption if *we* need to carry out planned work. *You* agree that *we* can communicate such advice to *you* by *electronic means*.

12.3 Events beyond your control

If an *event beyond your control* occurs and that event affects *your* ability to perform any of *your* obligations under this *Contract*, *you* must tell *us* immediately and *you* will not be required to perform that obligation for as long as the event continues. However, *you* must pay *your* bill by the due date shown on the bill, even if an *event beyond your control* occurs.

12.4 Events beyond our control

If an *event beyond our control* occurs and that event affects *our* ability to perform any of *our* obligations under this *Contract*, then *we* are not required to perform that obligation for as long as the event continues. If such an event occurs and *we* consider it appropriate to do so, *we* may notify *you* of the event by a public announcement (for example, on television, radio or in a newspaper).

12.5 Disconnection due to your actions

We can arrange to disconnect *your* electricity supply, acting in accordance with clause 12.6 and any applicable laws, if:

- (a) *you* fail to pay a bill in full by the due date shown on the bill; or
- (b) *you* do not give *us* safe and unrestricted access to the *premises* or the *meter*; or
- (c) *you* commit a fraud relating to *our* supply of electricity to *you* at the *premises* or any other *premises*; or
- (d) *you* get electricity supplied to the *premises* illegally; or
- (e) *you* fail to keep *your equipment* in good working order or condition; or
- (f) *you* get electricity supplied to the *premises* in breach of this *Contract*.

12.6 Things we must do before disconnecting your electricity supply

- (a) If we wish to disconnect *your* electricity supply because *you* fail to pay a bill within the meaning of clause 7.1 of the *Code of Conduct*, we will:
 - (i) give *you* a *reminder notice* not less than 15 *business days* from the date that we sent *you* the bill; and
 - (ii) if *you* still have not paid *us* after the *reminder notice*, then give *you* a *disconnection warning* not less than 20 *business days* from the date that we sent *you* the bill, advising *you* that we will disconnect *you* on a day that is at least 5 *business days* after the date *you* are deemed to receive the *disconnection warning*; and
 - (iii) use *our* best endeavours to contact *you*, including by telephone or *electronic means*,

however, we will not disconnect *you*:

- (iv) until at least 1 *business day* after the date that we say we will disconnect *your* electricity supply in the *disconnection warning*; or
 - (v) if *you* are a *residential customer* and *you* have agreed to an alternate payment plan and have not deviated from this plan; or
 - (vi) if the unpaid amount in *your* bill doesn't relate to the supply of electricity but relates to some other good or service; or
 - (vii) if *you* have made an application for a *concession* and the *application* has not been decided.
- (b) If we wish to disconnect *your* electricity supply because *you* fail to give *us* access to the *meter*, we will:
 - (i) only disconnect *you* if *you* deny access for at least 9 consecutive months; and
 - (ii) give *you* 5 *business days* notice in writing:
 - (A) advising *you* of the next date or timeframe of a scheduled *meter* reading at the *premises*; and
 - (B) requesting access to the *meter* at the *premises* for the purpose of the scheduled *meter* reading; and
 - (C) advising *you* of *our* ability to arrange disconnection if *you* fail to provide access to the *meter*; and
 - (iii) use *our* best endeavours to contact *you*; and
 - (iv) give *you* an opportunity to offer reasonable alternative access arrangements; and
- (c) if *you* still have not given *us* access, then we will give *you* a *disconnection warning* advising *you* that we will disconnect *you* on a day that is at least 5 *business days* from the day *you* are deemed to receive the *disconnection warning*.
- (d) Unless *you* have requested *us* to disconnect *your* electricity supply or we are required to disconnect *your* electricity supply due to an *emergency*, we will not arrange for disconnection:
 - (i) if *you* have made a complaint directly related to the reason for disconnection to *us*, the electricity ombudsman or another external dispute resolution body and that complaint has not been resolved;
 - (ii) after 3.00 pm Monday to Thursday;
 - (iii) after 12.00 noon on a Friday; and
 - (iv) on a Saturday, Sunday, public holiday or on the *business day* before a public holiday except where we have arranged for a planned interruption under clause 12.2,

unless:

- (v) *you* are a *non-residential* customer; and
- (vi) *your* normal trading hours fall within the time frames set out in paragraph (ii) or (iii) and do not fall within any other time period; and
- (vii) it is not practicable for *us* to arrange for disconnection at any other time.

12.7 Reconnection of electricity supply

- (a) If *your* electricity supply is disconnected under clause 12.5, then *we* will reconnect *your* electricity supply when *you* ask *us* to reconnect *your* electricity supply and *we* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.
- (b) For example, the circumstance giving rise to the disconnection may no longer exist because *you* provide access to the *premises* and the *meter* or *we* are reasonably satisfied that *you* cannot continue to obtain your electricity in the unauthorised way and *you* have paid all amounts owing to *us* under this *Contract* (or made an arrangement to pay them).
- (c) Before *we* arrange to reconnect your electricity supply under this clause 12.7, *you* must pay *us* or accept an instalment plan for *our* fee for reconnecting *your* electricity supply under this clause 12.7.
- (d) If *we* are obliged to reconnect *your* electricity and *you* ask *us* to reconnect *your* electricity at a time:
 - (i) before 3.00pm on a *business day*, then *we* will reconnect *your* electricity within 1 *business day* if the *premises* is located in a *metropolitan area* or otherwise within 5 *business days*; or
 - (ii) after 3.00pm on a *business day* or on a day that is not a *business day*, then *we* will reconnect *your* electricity within 2 *business days* if the *premises* is located in a *metropolitan area* or otherwise within 6 *business days*.

12.8 Consequences of disconnecting your electricity supply

If *we* disconnect *your* electricity supply under clause 12.5, then:

- (a) *we* can arrange to remove or physically disconnect the *meter* at the same time that the supply of electricity to *you* is disconnected, or at a later time; and
- (b) *we* can charge *you* a fee for removing or physically disconnecting the *meter* and replacing or physically reconnecting the *meter*; and
- (c) *you* must not reconnect the electricity supply.

12.9 Reporting illegal use

If *we* think *you* have used, or are obtaining, electricity illegally, 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.

13. Limitation on Liability in Certain Circumstances

Subject to clause 14, *we* will not be liable to *you* for any loss, damage or liability of any kind (including without limitation any *excluded loss*) arising from or in connection with:

- (a) any interruption in *your* electricity supply, any surge in electricity supply or *us* failing to supply electricity meeting any particular quality or quantity; or

- (b) *our* breach of contract, *our* breach of statutory duty, *our* negligence or otherwise, with the exception that if *you* are an individual purchasing electricity for a *private purpose*, *we* will be liable to *you* for any *direct loss* *you* suffer arising from *our* breach of contract, *our* breach of statutory duty, or *our* negligence.

14. Limitation in Relation to Consumer Guarantees

- (a) Nothing in this *Contract* is to be taken to exclude, restrict or modify:
 - (i) any rights of recovery or to compensation *you* may have under the *Australian Consumer Law*; or
 - (ii) any condition, warranty or guarantee that *we* are prohibited by law from excluding, restricting or modifying.

All other conditions, warranties and guarantees, whether or not implied by law, are excluded.

- (b) Where any electricity supplied under this *Contract* is not a good of a kind ordinarily purchased for personal, domestic or household use, *our* liability for breach of any *consumer* guarantee applicable to *our* supply of electricity under the *Australian Consumer Law*, to the extent that it is permitted by law, is limited to any one of the following determined by *us*:
 - (i) the supply of equivalent electricity; or
 - (ii) the payment of the cost of acquiring equivalent electricity.

15. Confidentiality of Your Information

- (a) Unless *we* are permitted to do otherwise under this *Contract*, *we* will keep your information confidential, consistent with *our privacy policy*. In particular, but without limiting the above, *we* will keep your information confidential unless:
 - (i) *we* have *your* prior written consent; or
 - (ii) the law (including any applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits *us* to disclose it; or
 - (iii) *we* need to use the information for *our* regulatory reporting compliance, or in any legal or regulatory proceedings; or
 - (iv) the information is already in the public domain; or
 - (v) *we* believe *you* have obtained or used electricity illegally or in an unsafe manner and, as a result *we* provide relevant information to the Economic Regulation Authority or the Director of Energy Safety or the Police; or
 - (vi) *we* use the information for business purposes or for the purpose of conducting research into the behaviour and preferences of electricity *consumers*.
- (b) *You* agree to the above arrangements, including to the terms of *our privacy policy* and any use or disclosure of *your* information which is required or permitted by this *Contract*, *our privacy policy*, applicable privacy laws or any other law.

16. Complaints

If *you* wish to raise a complaint concerning *our* performance or *your* electricity supply, we encourage *you* to contact *us* to discuss the issue and we will deal with that complaint in accordance with *our* *customer complaints policy*. We will ensure that *our* *customer complaints policy* complies with the Australian Standard on Complaints Handling [AS/NZS 10002:2014] as amended and in force from time to time. If *you* are not satisfied with how *your* complaint is being managed *you* may have the complaint considered by a senior member of staff or *you* may raise the complaint with the Energy Ombudsman of Western Australia, whose contact details can be found in *our* *customer complaints policy*.

17. Information

17.1 We will provide you with information

- (a) If *you* wish to obtain further information about the *Contract* or the supply of electricity, please contact *us*. If *you* request it, we will provide *you* with:
 - (i) information on the *standard price* and *our* other fees within 8 *business days* of the date we receive *your* request and in writing if *you* so request; and
 - (ii) general information on energy efficiency, including how *you* may arrange for an energy efficiency audit of the *premises* and the typical running costs of major domestic appliances; and
 - (iii) general information on the safe use of electricity; and
 - (iv) information on the distribution of electricity; and
 - (v) information on the types of *concessions* available to *you*; and
 - (vi) information on the use of a pre-payment *meter* if *you* are a *residential customer*; and
 - (vii) any other information we said we would provide *you* in this *Contract*.
- (b) Unless we are legally required to provide the information free of charge, we will charge *you* a reasonable fee.
- (c) Horizon Power will make available at no charge, services that assist *you* in interpreting information provided by *us* (including independent multilingual and TTY services and large print copies).

17.2 You must provide us with information

You must advise *us* as soon as possible if:

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

18. Ending the Contract

18.1 When the Contract ends

- (a) This *Contract* will continue until *you* end the *Contract* under clause 18.2 or we end the *Contract* under clause 18.3.
- (b) If *you* end this *Contract* because *you* enter into a new *contract* for the supply of electricity with *us*, this *Contract* ends on the expiry of the *cooling off period* (if applicable) specified in the new *contract*.

- (c) If you end this *Contract* because you enter into a *contract* for the supply of electricity with another retailer, this *Contract* ends when we receive notification that your *premises* have been transferred to the other electricity retailer in accordance with the *customer transfer code*.

18.2 When you can end the Contract

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

18.3 When we can end the Contract

- (a) We can end the *Contract* by giving you prior notice if you:
 - (i) become insolvent (as defined in the *Corporations Act 2001* (Cth)); or
 - (ii) have a liquidator appointed; or
 - (iii) become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth)); or
 - (iv) breach any of your obligations under the *Contract* for which we have a right under the *Contract* or a written law to disconnect supply; or
 - (v) consume more than 160 MWh of electricity in any period of 12 months; or
 - (vi) cease to be either a *residential customer* or a *non-residential customer*; or
 - (vii) without limiting any of the above paragraphs, breach any of your other obligations under this *Contract* where that breach is capable of remedy and you fail to remedy the breach within 10 *business days* of us requesting you to do so.
- (b) We can end the *Contract* without giving you prior notice if you vacate the *premises* and after reasonable enquiry we are satisfied you no longer occupy or reside at the *premises*.
- (c) We can end the *Contract* by giving you 10 days' prior notice if the charges for *MyPower Plans* are removed from the *Charges By-laws*.

18.4 What happens after a Contract ends

- (a) If the *Contract* ends:
 - (i) we may arrange for a final *meter* reading and for disconnection.
 - (ii) we may issue a final bill to you.
 - (iii) we can charge you a fee for the final *meter* reading, disconnection and final bill, subject to the provisions of any written law.
 - (iv) we can remove the *electricity supply equipment* at any time and you must let us have safe and unrestricted access to the *premises* to allow us to do so.
 - (v) you will remain liable to pay any outstanding payments to us and we will have no further obligation to supply electricity to you.
- (b) If the *Contract* ends in accordance with clause 18.3(c), we will offer you supply under our *standard form contract* if you agree to pay the *standard price* nominated by us, unless you advise us that you no longer wish to continue to take a supply of electricity from us.

18.5 Consuming electricity after this Contract ends

If, after the *Contract* ends, you continue to consume electricity at the *premises*, the *Contract* shall continue to apply to any such consumption except that you or we may end the *Contract* on 5 *business days*' written notice for any reason and you agree to pay the *standard price* nominated by us.

19. Security for Payment of Bills

- (a) We can require *you* to provide security from time to time. Usually, security would be in the form of a cash deposit or a bank guarantee.
- (b) If *you* provide security we will keep the security in a separate trust account and identify it separately in *our* accounting records, and use and refund the security in accordance with all applicable laws.

20. GST

- (a) In this clause:
 - (i) **GST** has the meaning given to that term in the GST Law.
 - (ii) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
 - (iii) **adjustment note, recipient, supply, tax invoice** and **taxable supply** have the meanings given to those terms in the GST Law.
- (b) All sums payable, or consideration to be provided, under the *Contract* are expressed inclusive of GST.
- (c) If there is a taxable supply under or in connection with the *Contract*, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under the *Contract*.
- (d) The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

21. Miscellaneous

21.1 Notices

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

- (a) does not have to be in writing, unless the *Contract* expressly requires that the notice or communication must be in writing;
- (b) subject to clause 21.1(c), is taken to be received:
 - (i) in the case of a verbal communication, at the time of the communication; and
 - (ii) in the case of hand delivery, on the date of delivery; and
 - (iii) in the case of post, on the second *business day* after posting; and
 - (iv) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and
 - (v) in the case of e-mail, on the date on which the sender's computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted; and
 - (vi) in the case of SMS, on the date and at the time which the sender's device from which the SMS was sent records that the SMS was successfully transmitted; and
 - (vii) in the case of any other *electronic means* of communication, on the date and at the time which the sender's device from which the notification was sent records that the notification was successfully transmitted.
- (c) Subject to clauses 21.1(b)(vi) and 21.1(b)(vii), If received after 5.00 pm or on a day other than a *business day*, is taken to be received on the next *business day*.

21.2 Electronic communication

- (a) You agree that we can give information to you using *electronic means* where we are permitted or required to give you information by law or under the terms of this *Contract*.
- (b) We can decide procedures as to how *electronic* communication will operate and what things can be communicated electronically.

21.3 No assignment

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

21.4 Application of laws

- (a) Nothing in the *Contract* limits or excludes the rights, powers and remedies that we have at law (including under the *Energy Operators (Powers) Act 1979 (WA)* and the *Electricity Corporation Act 1994 (WA)*) or in equity.
- (b) The *Contract* also does not in any way limit our obligation to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

21.5 Entire Agreement

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

21.6 Waiver of rights

If we do not enforce any right under the *Contract* then this must not be construed as a waiver of our rights under the *Contract*.

21.7 Governing Law

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

21.8 Amendments to Contract

We can change the terms of the *Contract* in order for us to comply with any legal obligation imposed upon us with respect to our supply of electricity to consumers, including in the event that there is any change to the *Electricity Industry (Customer Contract) Regulations 2005 (WA)*. If we make any such change, we must notify you of that change as soon as is reasonably practicable following the change.

21.9 Effect of invalid terms

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

22. Prepayment Meter Customers

- (a) You acknowledge that we are not required to offer you the opportunity to become a pre-payment meter customer.

- (b) A pre-payment *meter* is a *meter* that allows *you* to pay for electricity before *you* use the electricity.
- (c) If *you* are a *pre-payment meter customer*, then clauses 5.1, 6, 7.1, 9.2, 9.3 and 12 of the *Contract* do not apply to the supply of electricity at the *premises*.

22.1 Consumption information

If *you* are a *pre-payment meter customer*, we will give *you* the following information on request at no charge:

- (a) total energy consumption; and
- (b) average daily consumption; and
- (c) average daily cost of consumption,

for the previous two years or since the commencement of the *Contract*.

22.2 Meter testing

- (a) If *you* are a *pre-payment meter customer*, *you* can ask *us* to:
 - (i) check *your* metering data; and/or
 - (ii) check or conduct a test of the pre-payment *meter*.
- (b) We will arrange to check or test the pre-payment meter if *you* first pay *our* pre-payment *meter* testing fee. If following a check or test *your* pre-payment *meter* is found to be inaccurate or not operating correctly, then we will refund the pre-payment *meter* testing fee to *you*. We will also arrange to have the pre-payment meter repaired or replaced and we will correct any overcharging or undercharging.

22.3 You can ask to change back to a standard meter

- (a) If *you* are a *pre-payment meter customer*, *you* can ask *us* to replace or switch the pre-payment meter to a standard meter and we will do so.
- (b) Unless *you* ask *us* to switch *your* pre-payment meter within three months of the date it was installed or the date *you* agreed to enter this *Contract* (whichever is later), *you* must pay *us* a fee to switch from a pre-payment meter to a standard meter. If *you* are not a *residential customer*, then *you* must pay this fee before we will switch *your* pre-payment meter.

22.4 Moving out of the premises

- (a) If *you* are a *pre-payment meter customer* and *you* advise *us* of the date *you* will be moving out of the *premises*, then we will ensure *you* can retrieve all remaining credit on the pre-payment meter at the time *you* leave the *premises*.
- (b) If *you* do not advise *us* as described above, then *you* will lose any credit remaining on the pre-payment meter.

23. Definitions and Interpretation

23.1 Definitions

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

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

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

billing cycle means the regular recurrent period in which *you* receive a bill from *us*.

business day means any day except a Saturday, Sunday or public holiday in Western Australia.

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

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

concession means a *concession, rebate* subsidy or grant related to the supply of electricity available to a *residential customer* only but does not include a *peak rebate*.

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

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

cooling off period means the period of ten consecutive days following the date on which *you* and *us* enter into this *Contract*.

customer complaints policy means the policy describing the process to be followed by *us* in responding to a complaint by *you* and which can be obtained on request from *our* customer centre or from *our* website.

customer transfer code means the *Electricity Industry Customer Transfer Code 2004*.

direct loss does not include any *excluded loss*.

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

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

electricity supply equipment is defined in clause 8.1.

electronic means the internet, email, facsimile, SMS or other similar means but does not include providing verbal information over the telephone.

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

event beyond your control or event beyond our control means an event or circumstance beyond the direct control or influence of *you* or *us*, including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a *distribution system* or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004*) but excludes *your* or *our* inability to pay any money due under this *Contract* for any reason.

excluded loss means:

- (a) business interruption loss; or
- (b) lost profits; or
- (c) loss of an opportunity; or
- (d) *your* liability to other people under *contracts* or otherwise.

financial hardship has the meaning given to that term in the *Code of Conduct*.

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

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

metropolitan area has the meaning given in the *Code of Conduct*.

MyPower Plan means a peak demand and consumption management product to enable bill smoothing.

non-residential customer means a customer who does not consume more than 160 MWh of electricity per annum and who is not a *residential customer*.

payment difficulties has the meaning given to that term in the *Code of Conduct*.

peak rebate has the meaning given to that term in the *product rules*.

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

pre-payment meter customer means a customer who consumes not more than 160 MWh of electricity per annum and has a pre-payment *meter* operating at their *premises*.

product rules means rules so described in the application process, which forms a part of the *Contract*.

privacy policy means the policy specifying the steps taken by *us* to maintain customer confidentiality and which can be obtained on request from *our* customer centre or from *our* website, as amended from time to time in accordance with applicable privacy laws or any other law.

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

rebate means any *rebate* or *concession* that *we* publish as being available from time to time but does not include a *peak rebate*.

reminder notice means a notice in writing that *we* issue to *you* advising *you* that *you* have not paid *your* bill and explaining how *we* may assist *you* if *you* are experiencing *payment difficulties* or *financial hardship*.

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

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).

standard price means a charge, fee or rental to be paid by *you* for or in connection with the supply of electricity under the *Charges By-laws* or those charges, fees or rentals for or in connection with the supply of electricity that *we* publish from time to time.

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

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 *Contract*.

your equipment is defined in clause 8.2.

23.2 Interpretation

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

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

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

Customer Service

Horizon Power
PO Box 1066
BENTLEY DC WA 6983

By telephone:

Interpreter service: 13 14 50

TTY: 133 677

For billing and payment enquiries and complaints by residential customers, on 1800 267 926 during business hours.

For billing and payment enquiries and complaints by non-residential customers, on 1800 737 036 during business hours.

For customers residing outside Western Australia on 1800 232 135 during business hours.

To report a fault or emergency, 24 hours a day on 13 23 51.

By email:

service@horizonpower.com.au

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