

INTRODUCTION

Thank you for considering *CleanTech Energy* for the supply of electricity to *Your* site. This document is the legally binding *Contract for Us* to sell *You* electricity at *Your Premises*, and for *You* to pay *Us* for that electricity. This document is *CleanTech Energy's Standard Form Contract for Small Use Customers* where the *Contract* is not as a result of an unsolicited contact door to door marketing. *CleanTech Energy* does not offer door to door *Contracts* and *We* do not offer this *Standard Form Contract* as an Unsolicited Consumer Agreement under the *Australian Consumer Law*.

The *Code of Conduct for the Supply of Electricity to Small Use Customers* regulates and controls the conduct of retailers, distributors and electricity marketing agents who supply electricity to *Small Use Customers*. The *Code* was developed to protect the interests of *Customers* who generally have little or no market power. A *Small Use Customer* is a *Customer* who consumes less than 160MWh per year. This *Standard Form Contract* only applies to *Business Customers* as *We* do not supply electricity to *Residential Customers*.

All Electricity Retailers and Electricity Marketing Agents must comply with the *Code*. A marketing agent is any person or company involved with negotiations between a *Customer* and an electricity retailer.

The *Code* covers all aspects of the electricity industry, including advertising and marketing, contracts, billing, complaints processes and conduct.

If *You* would like to get a copy of the *Code*, *We* can provide *You* with one upon request or *You* can find it on the Economic Regulation Authority's (ERA) website by following this link:

[https://www.slp.wa.gov.au/Gazette/gazette.nsf/searchgazette/6169A74E9610398648257FD4007FDBDE/\\$file/Gg104.pdf](https://www.slp.wa.gov.au/Gazette/gazette.nsf/searchgazette/6169A74E9610398648257FD4007FDBDE/$file/Gg104.pdf)

A number of *Laws* and regulations, both Commonwealth and State, govern the activities involved in the supply of electricity. The two most directly applicable to this *Standard Form Contract* are the *Electricity Industry Act 2004 (WA)* and the *Electricity Industry (Customer Contracts) Regulations 2005 (WA)*.

Throughout this document, *We* and *Us* means *CleanTech Energy Pty Ltd* (ACN 603 595 704) and *Our* has a corresponding meaning. *You* and *Customer* means the person/s taking a supply of electricity from *Us* at the *Premises* and *Your* has a corresponding meaning.

Italics have been applied to some words or expressions to indicate that those words or expressions are defined in Clause [21.2](#) or elsewhere, and are included for convenience and do not affect the interpretation of the *Contract*.

IN CASE OF FAULT OR EMERGENCY

If *You* have a life-threatening emergency, *You* must **call 000 immediately**. For any faults or non-life threatening emergencies, please call Western Power's 24-hour faults line on 13 13 51.

For safety tips on electricity usage, please read and follow the instructions on all of *Your* electronic devices carefully, and never allow water near an electrical circuit or device. For more information on electrical safety, please visit Western Power's website here: <https://westernpower.com.au/safety-access/>

If *You* have any questions or comments regarding this document, please don't hesitate to contact *Us*. *We* strive to improve *Our* service delivery and *We* encourage *Your* feedback, as *We* continually make all efforts to improve *Our* performance.

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Entity Name: *CleanTech Energy Pty Ltd*
ABN: 26 603 595 704
ACN: 603 595 704

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THE CONTRACT

1 SUPPLY OF ELECTRICITY

Subject to all relevant *Laws*, *We* agree to sell electricity to *You* at the *Premises*, and *You* agree to purchase electricity from *Us*, in accordance with the *Terms And Conditions* set out in this *Standard Form Contract*.

2 QUANTITY OF ELECTRICITY

The quantity of electricity supplied by *Us* to *You* will be the amount measured by the *Meter* at the *Premises*.

3 TERM OF CONTRACT

3.1 Commencement Date

- a) This *Contract* is binding from the date of execution by both *Parties*.
- b) The supply of electricity to the *Premises* under this *Contract* commences on the date specified on the *Customer Schedule*, or one day after the cooling off period as clause [3.2](#), whichever occurs last.
- c) If the *Meter* is not read on the *Commencement Date*, *We* will calculate *Your* consumption based on the interval data provided to *Us* by the *Network Operator* before *We* invoice *You*.

3.2 Cooling Off Period

A cooling off period of 10 *Business Days* applies to this *Contract*. If *You* would like to cancel the *Contract* within this time period, *You* must inform *Us* of *Your* intentions in writing.

3.3 Termination Date

This *Contract* ends on the *Termination Date*, which occurs:

- a) On the *Commencement Date* of another electricity *Contract* between *You* and *Us*; or
- b) After *We* receive notification from the *Network Operator* that *Your* site has been transferred to another electricity retailer in accordance with the *Customer Transfer Code*; or
- c) On the date *You* move out of the *Premises*, provided that *You* have given us at least 5 *Business Days* notice. If *You* have not given *Us* 5 *Business Days* notice, the *Termination Date* will be 5 *Business Days* after *We* have received notice from *You*, except where clause [3.3\(a\)](#) or [3.3\(b\)](#) apply; or
- d) If *You* are disconnected, and *We* terminate this *Contract*, the *Contract* ends when *You* no longer have any right to reconnection

3.4 Your and Our rights to Terminate

- a) *You* may end the *Contract* at any time and for any reason by advising *Us* in writing, giving at least 5 Days notice
- b) *We* may end this *Contract* 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. commit a breach any of *Your* substantial obligations under this *Contract*.

3.5 **Term**

The supply of electricity to the *Premises* shall be covered by the *Terms And Conditions* of this *Contract* from the *Commencement Date* until the *Termination Date*.

We must sell electricity to *You* at *Your Premises* during the *Term*.

You must pay *Us* for electricity consumed at the *Premises* during the *Term*.

3.6 **End of Contract Procedure**

If the *Contract* ends:

- a) *We* may arrange for a final *Meter* reading on the *Termination Date* and charge *You* a *Meter* reading *Fee*. If a *Meter* reading is not performed on the *Termination Date*, *We* will obtain the interval consumption data from the *Network Operator* within one month of the *Termination Date* and bill *You* for all electricity consumed up to 8:00 am on the *Termination Date*;
- b) *We* will issue to *You* a final bill;
- c) Subject to any *Law*, *We* can pass on to *You* any costs imposed on *Us* by the *Network Operator* for the final *Meter* reading and disconnecting *Your* electricity and charge *You* a *Fee* for issuing a final bill; and
- d) *We* or the *Network Operator* may remove any network equipment at any time after the day on which the *Contract* ends;
- e) *You* must provide safe and unrestricted access to the *Premises* for the purpose of removing the network equipment; and
- f) *You* will remain liable to pay any outstanding payments to *Us* and *We* will have no further obligation to supply electricity to *You* under this *Contract*.

4 **PRICES AND FEES**

4.1 **Customer Schedule**

We will provide *You* with a *Customer Schedule* which will include the following information:

- a) *Your* company name and ABN
- b) *Your* contact details
- c) The *NMI*, *Meter* number and *Premises* address
- d) The *Electricity Charges*
- e) Any *Additional Charges*
- f) The *Commencement Date*

4.2 **Electricity Charges**

The *Electricity Charges* consist of the following:

- a) the *Peak Electricity Price* for all electricity supplied between 08:00 AM and 10:00 PM on *Weekdays* (**Peak Electricity**) as stated in the *Customer Schedule*; and
- b) the *Off-Peak Electricity Price* for all electricity supplied at all other times (**Off-Peak Electricity**) as stated in the *Customer Schedule*
- c) the *Supply Charge* as stated in the *Customer Schedule*

We reserve the right to alter the *Electricity Charges* by:

- d) giving *You* at least 10 days written notice and state this on *Your* next bill.

4.3 Additional Charges

We can charge any *Additional Charges* including any taxes, levies, regulated charges, costs, *Fees* and any other charges that *We* need to pay when *We* sell and supply electricity and other goods and services to *You*.

In addition to the *Electricity Charges*, *You* shall pay to us:

- a) *Your* account *Connection Fee* as stated in the *Customer Schedule*; and
- b) reading *Your Meter* when access was not possible (see Clause [8.1](#)); and
- c) testing *Your Meter* (see clause [6.2](#)); and
- d) sending *You* overdue notices (see clause [6.4](#)); and
- e) turning off *Your* electricity in some situations (see clause [9](#)); and
- f) removing or physically disconnecting the *Meter*; and
- g) replacing or physically reconnecting the *Meter*; and
- h) late payment *Fees*; and
- i) other non-standard connection costs; and
- j) other *Fees*.

All charges identified in clauses [4.2](#) and [4.3](#) will be itemised on *Your* bills. For further explanation of *Our Fees*, please contact *Us*.

If *You* breach this *Contract* or a provision of the *Relevant Regulations*, *You* will be required to pay any costs *We* incur as a result of, or in relation to that breach.

4.4 Fees after the Contract is Terminated

If the *Contract* is terminated, *You* must pay to *Us*:

- a) All unpaid *Electricity Charges* and *Additional Charges*; and
- b) Any *Fees* incurred by *Us* from the *Network Operator* relating to *Your* site; and
- c) If the *Network Operator* notifies *Us* that they have provided *Us* with incorrect information relating to the electricity consumption at *Your* site, *You* may be required to pay the difference.

4.5 Security Deposit

We can require *You* to provide *Us* with security against *Your* future electricity bills before connection of supply or continuation of supply. Usually, security would be in the form of a cash deposit or a bank guarantee.

We will only require security from *You* where:

- a) *You* have failed to pay the bill by the due date in respect of three (3) bills in a 12-month period or two (2) consecutive bills; or
- b) At any time during the *Contract* where *We* reasonably determine that *Your* financial standing is such that there is a real possibility that *You* will be unable to meet *Your* obligations under this *Contract*.

The amount of *Your* security will be no more than 1.5 times *Your* average bill if *You* pay quarterly, or 2 times *Your* average bill if *You* pay monthly. To determine *Your* average bill, *We* can use *Your* billing history taken over the 3 preceding billing cycles or the consumption history of similar customers or business types.

If *You* provide a security under this clause, then:

- c) *We* will keep the security in a trust account and identify it separately in *Our* accounting records; and
- d) Interest will accrue daily at the bank bill rate (as defined in the *Customer Contracts Regulations*) and is capitalised every 90 days unless paid. *We* will advise *You* of the bank bill rate if *You* ask *Us* to.
- e) *We* shall re-assess, and modify accordingly, the amount of the security deposit under the following circumstances:
 - i. if *You* pay *Us* an amount which is higher than that which is stated in this clause; or,
 - ii. *We* consider that the security deposit is no longer appropriate for the purpose for which it was required
- f) If default occurs and *You* have *Generation Equipment* onsite which is owned in part or in its entirety by another person or entity, including under a power purchase agreement (PPA), then *We* may request a security deposit from any person or entity who has some ownership of the *Generation Equipment*.

Where *You* have provided security in accordance with this clause and *You* have completed 2 years of payment of *Our* bills by the due date of the initial bill, within 10 *Business Days*, *We* will inform *You* of the amount of the security, including any interest payable, and use this to credit *Your* account unless otherwise instructed by *You*.

We will require, use and refund any security in a manner consistent with section 30 of the *Electricity Industry (Customer Contracts) Regulations 2005*.

4.6 Use of the Security Deposit

We will only use *Your* security, together with any accrued interest, to offset any amount *You* owe *Us* if:

- a) *Your* failure to pay a bill results in the disconnection of supply at the *Premises*; or
- b) *You* default on a final bill; or
- c) *You* default on *Your* bill and both *Parties* agree that *We* can use the security to avoid disconnection; or
- d) *You* have so requested because *You* are leaving the *Premises* or asked *Us* to disconnect supply at the *Premises*; or
- e) *You* transfer to another retailer.

If *We* use *Your* security under this clause, then within 10 *Business Days* *We* will provide *You* with an account and pay *You* any balance together with any interest.

4.7 Change in Law

If at any time after the execution of this *Contract* there occurs:

- a) a change in an existing *Law* (other than a *Law* relating to income tax or capital gains tax); or
- b) a new *Law* (other than a *Law* relating to income tax or capital gains tax),

(including, but not limited to, a *Law* introducing a carbon tax or emission trading scheme, or a published variation to a component of an existing *Law*) which directly results in an increase or decrease in the cost of supplying electricity by *Us* under this *Contract*, then *We* may change the *Electricity Charges* or *Additional Charges* based on the net financial effect on *Us* as a consequence of the *Change in Law*, in all cases being sufficient to put *Us* in the position *We* would have been in had it not been for the *Change in Law*.

4.8 Change in Network Access Tariff

If at any time after the execution of this *Contract*:

- a) there occurs a change in the *Network Access Tariff*; or
- b) *You* transition to a different *Network Access Tariff*,

then *We* may change the *Electricity Charges* or *Additional Charges* based on the net financial effect on *Us* as a consequence of the *Change in Network Access Tariff*, in all cases being sufficient to put *Us* back into the position *We* would have been in had this not occurred.

4.9 Changes to this Contract

We can change the *Terms And Conditions* of this *Contract* from at any time without *Your* consent subject to those changes being approved by the Economic Regulation Authority (ERA). When this happens, *Your Contract* will be deemed to be amended to reflect those changes. Any changes to the *Terms And Conditions* will be published as required by the ERA.

If *You* do not agree with an amendment approved by the ERA, *You* can end this *Contract* by notifying us in writing as per clause [3.4\(b\)](#).

5 BILLING

5.1 Basis of invoice preparation

The *Network Operator* will read your *Meter* to determine how much electricity *You* have consumed. *We* use that information as the basis of *Your* invoices.

We will use *Our* best endeavours to ensure the *Metering Agent* takes a reading of the *Meter* at least once every calendar month. If *We* are unable to reasonably base an invoice on a *Meter* reading, *We* will provide an invoice based on estimates of the quantity of electricity supplied to the *Premises*.

If *We* base an invoice on estimates of the quantity of electricity supplied:

- a) the invoice will clearly state that it is based on an estimate; and
- b) the reason for the estimate; and
- c) *We* will adjust a future invoice to account for any difference between the estimated and actual quantity of electricity according to the subsequent *Meter* reading.

5.2 Timing of invoices

We will issue an invoice to *You* once every month during the *Term*.

5.3 Due Date of invoices

The Due Date for *Small Use Customers* is 12 *Business Days* after the date of issue.

5.4 Content of invoices

We will include the following information on invoices:

- a) the date of issue of the invoice; and

- b) the date of the *Meter* reading; and
- c) the number of days in the billing period; and
- d) the quantity of *Peak Electricity* supplied; and
- e) the cost of *Peak Electricity* supplied; and
- f) the quantity of *Off-Peak Electricity* supplied; and
- g) the cost of *Off-Peak Electricity* supplied; and
- h) the average daily cost of consumption; and
- i) the average daily consumption; and
- j) the details of any costs which are not *Electricity Charges*; and
- k) the total *GST* exclusive amount of the invoice; and
- l) the *GST* amount applicable to the invoice; and
- m) the total *GST* exclusive amount plus the *GST* amount (the ***Total Amount Payable***); and
- n) the *Due Date* of the invoice; and
- o) the details of the methods of payment available to *You*; and
- p) details of how *We* can assist if *You* are experiencing difficulties paying *Your* bill; and
- q) *Our* contact information; and
- r) the contact details for the *Electricity Industry Ombudsman*; and
- s) the distributor's 24-hour telephone number for faults and emergencies; and
- t) the supply address and any relevant mailing address; and
- u) *Your* name and account number; and
- v) the amount of arrears or credit.

6 PAYMENT

6.1 Payment of invoices

You must pay the *Total Amount Payable* for an invoice by the due date of that invoice to *Us* using one of the methods of payment included on the invoice.

6.2 Disputed amounts

If *You* dispute in good faith any amounts in an invoice issued by *Us*, then on or before the due date of the invoice *You* must:

- a) inform *Us* by written notice of the amount in dispute and the reason for the dispute; and
- b) pay the lesser of:
 - c) the portion of the invoice which *You* and *We* agree is the undisputed amount; or
 - d) an amount equal to the average amount of *Your* bills for the previous 12 months

You may request for a test of the *Meter* to be performed, and *We* will organise for the *Network Operator* to perform this work once *You* agree to pay to *Us* a *Meter* reading *Fee*. If the *Meter* is proved to be faulty in accordance with the *Network Operator's* guidelines, *We* will refund the *Meter* reading *Fee* to *You*.

Both *Parties* must continue to meet in good faith until an agreed resolution to the disputed amount is reached. If a resolution cannot be reached *You* may raise the dispute with the *Energy Industry Ombudsman*.

If *We* review *Your* bill and find it to be incorrect, *We* will deal with the resulting overcharge or undercharge in accordance with these *Terms And Conditions* and the *Code*. If *We* find the bill is correct, *We*:

- e) may require *You* to pay the unpaid amount;
- f) must tell *You* that *You* may request to have *Your Meter* tested to establish whether it is measuring accurately; and
- g) must tell *You* about *Our* complaints handling process and any external complaints handling processes.

6.3 Continued performance

Despite any disputed amounts under clause [6.2](#), each *Party* must continue to perform its obligations, and continues to be entitled to exercise its rights, under this *Contract*.

6.4 Overdue amounts

If *You* have failed to pay *Your* invoice by the due date, *We* will:

- a) issue a *Reminder Notice* not less than 15 *Business Days* from the date of dispatch of the invoice and advise how *We* can assist if *You* are experiencing payment difficulties or financial hardship,
- b) issue a *Disconnection Warning* not less than 20 *Business Days* from of dispatch of the invoice

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 any legal *Fees*).

Other than any amounts duly disputed under clause [6.2](#), *You* must pay a late *Fee* of 2.0% of the overdue amount, plus interest at 0.033% per day on any unpaid amounts from the day after the due date until the date on which the unpaid amount is paid.

If *You* pay a bill and the payment is dishonoured or reversed and, as a result, *We* incur costs or have to pay *Fees* to any other person, *You* must reimburse *Us* for those costs and *Fees*.

6.5 If *You* are having trouble paying *Your* bill

If *You* are having trouble paying *Your* bills, please advise *Us* as soon as possible. *We* will assess *Your* request within 3 *Business Days* and *We* will offer *You* assistance. Depending on the circumstances, as a guide *We* may be able to offer *You*:

- a) a payment plan such as weekly or fortnightly payment options or paying by instalments;
- b) redirection of a bill to a third party; and
- c) information about, and referral to, government assistance programs

6.6 Undercharging

We may recover from *You* any amount *You* have been undercharged. Where *You* have been undercharged as a result of *Our* error, including a *Metering* error:

- a) *We* will only recover the amount undercharged in the last 12 months prior to the *Meter* reading date on the last bill sent to *You* (the ***Undercharged Amount***); and

- b) *We* will not charge *You* interest on the *Undercharged Amount*; and
- c) *We* will show the *Undercharged Amount* as a separate item on *Your* bill, together with an explanation of the amount that was undercharged.

We will offer *You* the opportunity to pay the *Undercharged Amount* in installments.

Where *We* have undercharged *You* as a result of fraud by *You*, *We* may take action against *You*. This may include:

- d) disconnecting supply to *Your Premises* in certain circumstances;
- e) estimating the electricity usage at the *Premises* for which *You* have not paid *Us*; and
- f) taking debt recovery action against *You* for the unpaid amount, as well as any disconnection costs and *Our* reasonable legal costs.

6.7 Overcharging

If *You* have been overcharged, *We* will:

- a) notify *You* of this overcharging within 10 *Business Days* after *We* become aware of the overcharging;
- b) provide *You* with a refund for the overcharged amount
- c) refund any charge to *You* for testing the *Meter* where the *Meter* is found to be defective; and
- d) not pay *You* interest on the Correcting Refund.

Where *We* are required to pay *You* a refund for any reason, *You* can choose whether *We* make the payment as:

- e) credit to *Your* account;
- f) payment directly to *You*; or
- g) a payment to a third party (as instructed by *You* in writing).

If *You* instruct *Us* in accordance with this clause, *We* will credit or repay the overpayment in accordance with *Your* instructions within 12 *Business Days* of receiving the instructions. If *We* do not receive any instructions from *You* within 20 *Business Days* of *Us* advising *You* of the overpayment, *We* will use *Our* reasonable endeavours to credit the amount overcharged to *Your* account.

6.8 Information available to *You*

You may request from *Us*, and *We* must give to *You*:

- a) a copy of the *Small Use Customer Code*;
- b) information on the *Electricity Charges*, any *Additional Charges* and if available to *You*, information on any alternative tariff;
- c) historical billing data;
- d) information on any concessions applicable to *You*;
- e) information on service standard payments available to *You* from *Us* or the *Network Operator*;
- f) information on energy efficiency;
- g) information on any *Network Access Tariffs* applicable to *Us*;
- h) information relating to the distribution of electricity or *Metering*; or
- i) the *Contract*.

We will provide You with the relevant information in writing (if so requested) within 8 *Business Days* of Your request. Unless the *Law* requires Us to provide the information free of charge, We can ask You to pay a reasonable charge for the information.

7 ELECTRICITY SUPPLY EQUIPMENT AND THE NETWORK

7.1 NMI

You acknowledge that the *NMI* stated on the *Customer Schedule* is the correct National Metering Identifier (*NMI*) for the electrical connection point between the *Premises* and the *Electricity Network*.

You indemnify, and agree to keep indemnified, *CleanTech Energy* from and against all *Loss* suffered or incurred by Us arising from or attributable to the provision of an *NMI* which is not the correct *NMI* for the *Premises*.

7.2 Provision of equipment

You acknowledge that:

The *Network Operator* will continue to provide and maintain *Electricity Supply Equipment*, including the *Meter* and necessary ancillary equipment at the *Premises*.

The *Electricity Supply Equipment* remains the property of The *Network Operator* at all times. The *Network Operator* is responsible for installing and maintaining the *Electricity Supply Equipment*. We shall not be held liable for the installation and maintenance of *Electricity Supply Equipment*.

You must not do anything that will damage or interfere with the *Electricity Supply Equipment* or use electricity in a way that will interfere with the *Electricity Supply Equipment*.

7.3 Customer responsibilities

You are responsible for keeping *Your Equipment* in good working order and condition, and taking reasonable precautions to protect *Your Equipment* against surges or interruption in the electricity supplied by Us.

You must not let anyone, other than the holder of an electrical worker's license granted under the *Electricity (Licensing) Regulations 1991 (WA)*, work on *Your Equipment*.

You must not:

- a) tamper with, bypass, circumvent or otherwise interfere with the *Electricity Supply Equipment*;
or
- b) do anything that will prevent Us from accessing the *Electricity Supply Equipment*; or
- c) use electricity in a way that interferes with the supply of electricity to anyone else or causes *Loss* to anyone else; or
- d) modify, turn on, or turn off turn the *Meter* without *Our* permission; or
- e) allow anyone else to do the things described in this clause [7.3](#).

7.4 Generation Equipment

You shall not, without *Our* prior written consent, install or operate *Generation Equipment* which is located at the *Premises* or is connected to the *Premises*.

8 ACCESS TO THE PREMISES

8.1 Customer access obligations

You must let Us, or persons nominated by Us (including The Network Operator), have safe and unrestricted access to the Premises when required:

- a) to read the Meter; or
- b) to perform or inspect work on the Electricity Supply Equipment; or
- c) to inspect work on Your Equipment; or
- d) to reconnect or disconnect the electricity supply to the Premises; or
- e) for any other reason relating to the supply of electricity to the Premises.

Subject to relevant Laws, if We or the Network Operator enter the Premises for the purposes of planned work, then 24 hours' notice will be given to You, except:

- f) for routine Meter reading or Meter replacement; or
- g) in an Emergency; or
- h) if it is suspected that electricity is being used illegally at the Premises.

We will take all reasonable steps to ensure that any person who enters Your Premises on behalf of Us or the Network Operator will:

- i) clearly display a form of identification; and
- j) show a form of identification to You if requested to do so in accordance with the Act.

9 DISCONNECTION

9.1 Emergencies

The Network Operator can turn off the electricity supply to the Premises at any time without notice to You or us:

- a) in the event of an Emergency; or
- b) to reduce the risk of fire; or
- c) if required to do so by Law.

9.2 Planned work

We, or The Network Operator, can temporarily disconnect the electricity supply to the Premises to carry out planned work on the Electricity Network.

If this occurs, We will:

- a) provide You with notice of any planned work as required by any Relevant Regulations or the Code; and
- b) ensure the planned work is performed by The Network Operator with as little disruption to Your operations as is reasonably possible.

9.3 General

- a) We may arrange with the Network Operator for disconnection of Your supply if:
 - i. You fail to pay Your bill in accordance with clause 6 of the Contract, subject to sections 7.1 and 7.2 of the Code; or

- ii. subject to section 7.4 of the *Code*, *You* deny *Us* access to *Your Meter* in accordance with clause [8.1](#); or
 - iii. *You* request *Us* to do so; or
 - iv. *You* breach clause [7.3](#); or
 - v. *You* fail to provide security when requested to do so in accordance with clause [4.5](#); or
 - vi. *We* are legally required to do so
- b) Except where *We* are required to disconnect *Your* supply under clause [9.3\(a\)\(iii\)](#) and [9.3\(a\)\(iv\)](#), *We* will not disconnect *Your* supply where:
- i. *You* have lodged with *Us* a complaint directly related to the reason for the proposed disconnection, and that complaint remains unresolved; or
 - ii. the *Network Operator*, *Electricity Industry Ombudsman* or an external dispute resolution body advises *Us* that there is a complaint made to the *Network Operator*, *Electricity Industry Ombudsman* or an external resolution body directly related to the reason for the proposed disconnection; or
 - iii. *You* have provided *Us* with a written statement from an appropriately qualified medical practitioner that a person residing at *Your* supply address requires life support equipment.
- c) *We* will not disconnect *Your* supply for failure to pay *Your* bill:
- i. within 1 *Business Day* after the expiry of the period referred to in the *Disconnection Warning* issued under clause [6.4](#); or
 - ii. if the outstanding amount is less than an amount approved and published by the Authority in accordance with section 7.2 of the *Code*; or
 - iii. if *You* have failed to pay an amount which does not relate to the supply of electricity; or
 - iv. if *Your* supply address does not relate to the bill (unless *You* have failed to make payments relating to an outstanding supply address that *You* previously occupied)
- d) *We* will not disconnect *Your* supply:
- i. after 3.00 pm Monday to Thursday;
 - ii. after 12.00 noon on a Friday; or
 - iii. on a Saturday, Sunday, public holiday or on the *Business Day* before a public holiday,
- unless -
- iv. *Your* normal trading hours
 - (A) fall within the time frames set out in subclause (d)(i) (ii) or (iii); and
 - (B) do not fall within any other time period; and
 - v. it is not practicable for the *Network Operator* to disconnect at any other time.
- e) Nothing in this *Contract* limits The *Network Operator's*, *CleanTech Energy's*, or *Your* statutory powers in relation to emergencies or safety.
- f) In the event that The *Network Operator* disconnects or alters the electricity supply to the *Premises*, *We* will be excluded from being held liable for any *Loss* experienced by the *Customer*.

- g) If notified of a disconnection, *We* will, without assuming liability, endeavour to ensure The *Network Operator* reconnects the electricity supply to the *Premises* within the time frames stated in clause [10.2](#).

9.4 If *You* are Disconnected

If the *Network Operator* disconnects *Your* electricity supply at *Our* request under this clause then:

- a) *We* can or *You* can arrange for the *Network Operator* 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*, except if *Our* actions were due to:
 - i. an *Emergency* not caused by *You*; or
 - ii. planned work;
- c) *You* must not reconnect the electricity supply.

10 RECONNECTION

10.1 Notice to the *Network Operator*

If *Your* electricity supply is disconnected under clause [9](#), then *We* will arrange for the *Network Operator* to reconnect *Your* electricity supply when *You* ask *Us* to do so and *We* are reasonably satisfied that the circumstances giving rise to the disconnection no longer exist:

- a) On that same *Business Day*, if the request is received before 3pm on a *Business Day*; or
- b) no later than 3pm on the next *Business Day*, if the request is received:
 - i. after 3pm on a *Business Day*, or
 - ii. on a Saturday, Sunday or public holiday

10.2 Reconnection Time-Frame

For a *Premises* located within the metropolitan area, *You* will be reconnected:

- a) within 1 *Business Day* of receipt of the request, if the request is received prior to 3pm on a *Business Day*; and
- b) within 2 *Business Days* of receipt of the request, if the request is received after 3pm on a *Business Day* or on a Saturday, Sunday or public holiday;

For supply addresses located within the regional area, *You* will be reconnected:

- c) within 5 *Business Days* of receipt of the request, if the request is received prior to 3pm on a *Business Day*; and
- d) within 6 *Business Days* of receipt of the request, if the request is received after 3pm on a *Business Day*, or on a Saturday, Sunday or public holiday

10.3 Reconnection *Fee*

We can charge *You* a *Fee* for reconnecting *Your* electricity supply except if the disconnection was due to:

- a) an *Emergency*; or
- b) planned work.

11 OPERATION OF THE ELECTRICITY NETWORK

11.1 The Network Operator

As an electricity retailer, *We* are not responsible for the operation of the *Electricity Network*.

The *Electricity Network* is operated by The *Network Operator*, and *We* cannot control the way in which they operate the *Electricity Network*.

If *You* raise a concern about the operation of the *Electricity Network*, *We* will, without assuming liability:

- a) work with *You* to ensure The *Network Operator* is adequately informed of the concern; and
- b) work to ensure that The *Network Operator* abides by all relevant *Laws* when addressing the concerns which *You* have raised.

12 COMPLAINTS PROCESS

You may make a complaint to *Us* about anything *We* have done or have failed to do, and *We* will manage any complaint according to *Our* complaints handling process and the *Australian Standard on Complaints Handling guidelines (AS/NZS 10002:2014)*.

If *You* are unhappy with *Our* response, *You* may escalate the complaint to a higher level within *Our* organisation. If *You* are still unhappy with *Our* response, then *You* may refer the complaint to the *Electricity Industry Ombudsman* (*You* should give *Us* the opportunity to respond to *Your* complaint before *You* refer it to the *Electricity Industry Ombudsman*).

Please contact *Us* if *You* would like more information on *Our* complaints handling process or on the *Electricity Industry Ombudsman*.

13 PROTECTED RIGHTS AND LIABILITY

13.1 Consumer guarantees

If *You* are a *Consumer*, then certain consumer guarantees will apply in respect to the supply of goods (including electricity) or services (if any) by *Us* to *You* under applicable *Consumer Laws*. These terms cannot be excluded or modified by any provision of this *Contract*. If *We* fail to comply with these consumer guarantees, then *You* may have a right against *Us* under the *Australian Consumer Law*.

13.2 Limitations on liability

Our liability, if any, under this *Contract* is limited to the maximum extent permitted by section 64A of the *Australian Consumer Law*. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, *Our* liability for breach of this *Contract* is limited to (at *Our* option):

- a) in the case of goods being electricity:
 - i. the replacement of the electricity or the supply of equivalent electricity; or
 - ii. the payment of the cost of replacing the electricity or of acquiring equivalent electricity;or
- b) in the case of services:
 - i. the supply of the service again; or
 - ii. the payment of the cost of having the services supplied again.

You must take reasonable precautions to minimise the risk of *Loss* or damage to any equipment, *Premises*, or businesses, which may result from poor quality or reliability of electricity supply.

Notwithstanding any other provision of this *Contract*, nothing in this *Contract* is to be read as excluding, restricting or modifying the application of any legislation which by *Law* cannot be excluded, restricted or modified.

Except as expressly set out in this *Contract*, any representation, warranty, condition or undertaking which would be implied in this *Contract* by *Law*, is excluded to the maximum extent permitted by *Law*.

13.3 No liability for interruption to services

We shall not be held liable for any *Loss* for any interruption to service whatsoever and howsoever arising.

13.4 Indemnity

You indemnify and agree to keep Us indemnified from and against all *Loss* suffered or incurred by Us arising from or attributable to a breach of any condition of this *Contract* by You.

14 PRIVACY AND PERSONAL INFORMATION

14.1 Privacy of personal information

We respect Your privacy, and We will only use and disclose Your personal information as permitted by the *Privacy Act 1988 (Cth)*. We will otherwise comply with all relevant privacy legislation in relation to Your personal information.

Unless We are permitted to do otherwise under this *Contract*, We will keep Your information confidential. In particular, We will keep Your information confidential unless:

- a) We have Your prior written consent; or
- b) the *Law* (including any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits Us to disclose certain information; or
- c) We need to use the information for regulatory reporting or compliance; or
- d) the information is required in any legal or regulatory proceedings; or
- e) the information is already in the public domain; or
- f) We believe You have used electricity illegally and, as a result, We must provide relevant information to the Economic Regulation Authority or the Director of Energy Safety; or
- g) We use the information for business purposes; or
- h) You have not paid any outstanding *Electricity Charges* or *Additional Charges* to Us after the *Termination Date*, in which case We may disclose information to a debt collecting agency, subject to obligations under any applicable *Law*.

15 INFORMATION

15.1 Customer information obligations

You must immediately inform Us if:

- a) there is a change in Your contact details; or
- b) there is a change in Your address where invoices are to be sent; or
- c) there is a change in the person responsible for paying Your invoices; or
- d) there is going to be a change at the *Premises* which will make access to the *Meter* more difficult for The *Network Operator* or for Us; or

- e) *You* become aware of a problem with the *Electricity Supply Equipment* which is at, or reasonably close to, the *Premises*; or
- f) *You* are going to change the way in which electricity is consumed at the *Premises*; or
- g) *You* are going to install or modify electrical equipment at the *Premises* which may increase the instantaneous or the overall electricity consumed at the *Premises*; or
- h) *You* are going to change *Your Equipment* in a way which may affect the quality or safety of electricity supply to *You* or to anyone else.

15.2 CleanTech Energy information obligations

We must immediately inform *You* if:

- a) there is a change in *Our* contact details

16 ASSIGNMENT

16.1 Assignment by the Customer

You may not assign rights or responsibilities under this *Contract* without *Our* prior written consent.

16.2 Assignment by CleanTech Energy

We may not assign or otherwise dispose of the whole or any part of *Our* interest in this *Contract* to a person without *Your* written consent unless that person is acquiring all or a substantial portion of the assets of *Our* business of retailing electricity.

17 FORCE MAJEURE

17.1 Events Beyond Our Control

If an *Event Beyond Our Control* occurs and prevents *Us* from performing any obligations under this *Contract* to any extent, then *We* must inform *You* as soon as reasonably practicable, and *We* are not required to perform that obligation to the extent and for as long as are prevented by that *Event Beyond Our Control*.

17.2 Events Beyond Your Control

If an *Event Beyond Your Control* occurs and prevents *You* from performing any of *Your* obligations under this *Contract* to any extent, *You* must tell *Us* as soon as reasonably practicable, and *You* are then not required to perform that obligation to the extent and for as long as *You* are prevented by that *Event Beyond Your Control*. However, *You* must pay *Your* bill by the due date shown on the bill, even if an *Event Beyond Your Control* occurs.

18 NOTICES

18.1 General

Any notice or communication given under this *Contract* is:

- a) subject to clause [18.1\(b\)](#), taken to be received:
 - i. in the case of a verbal communication, at the time of the communication;
 - ii. in the case of hand delivery, on the date of delivery;
 - iii. in the case of post, on the second *Business Day* after posting;
 - iv. 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

- b) if received after 5.00 pm or on a day other than a *Business Day*, taken to be received on the next *Business Day*.

18.2 Publications and Electronic Communication

Electronic Communication will be managed as follows:

- a) We will publish things by posting You a notice, which may be sent before Your next bill or may be sent with or printed on Your next bill. We may also publish notices by advertising in a local newspaper or placing details on Our website
- b) We can use electronic communication (such as e-mail or SMS) to give information to You with Your consent
- c) We can decide procedures as to how electronic communications will operate and what can be communicated electronically.

19 GST

- a) In this *Contract*:
 - 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 considerations to be provided under the *Contract* are expressed to be exclusive of *GST* unless expressly stated to be inclusive of *GST*.
- c) If there is a Taxable Supply under or in connection with the *Contract* then the Recipient must pay to *Us* 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) We 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 upon *Us* providing a Tax Invoice or Adjustment Note.

20 GENERAL

20.1 No limitation

Nothing in this *Contract* limits or excludes the rights, powers and remedies that *You* or *We* have at *Law* or in equity. This *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.

20.2 Entire Contract

This *Standard Form Contract*, along with the *Customer Schedule* and all applicable written *Laws*, represent the entire *Contract* between *You* and *Us* relating to the matters covered by this *Contract*.

20.3 Severability

If any terminology or clause of this *Contract* is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this *Contract*.

20.4 Fraudulent or illegal consumption of electricity

If *You* have consumed electricity fraudulently or not in accordance with applicable *Law*, *We* may recover from *You* any amount which *We* reasonably estimate constitutes the amount by which *You* have been undercharged.

20.5 Governing Law

This *Contract* is governed by the *Laws* of the State of Western Australia.

21 INTERPRETATION

21.1 General

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

- a) The words *We*, *Us* and *Our* mean *CleanTech Energy*; and
- b) The words *Customer*, *You* and *Your* mean the *Customer* purchasing electricity from *Us*; and
- c) the singular includes the plural and vice versa; and
- d) 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; and
- e) a reference to a person includes a public body, company, or association or body of persons, incorporated or unincorporated; and
- f) 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; and
- g) a reference to a clause is a reference to a clause of this *Contract*; and
- h) headings are included for convenience and do not affect the interpretation of this *Contract*; and
- i) 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; and
- j) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- k) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow; and
- l) reference to writing includes any means of representing or reproducing a word in visible form including by electronic means; and
- m) a reference to a liability includes any obligation to pay money and any other *Loss*, cost or expense of any kind; and
- n) reference to a month is to a calendar month and a reference to a year is to calendar year; and
- o) reference to a day is to a calendar day, unless the reference is to a *Business Day*; and
- p) 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; and
- q) 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*; and
- r) reference to a monetary amount means that amount in Australian currency.

21.2 Definitions

The meanings of the terms used in this *Contract* are set out below.

Additional Charges is defined in clause [4.3](#).

Business Customer means a *Customer* who is not a *Residential Customer*

Contract means this *Standard Form Contract*, a legally binding *Contract* between *You* and *Us*, of which these are the *Terms And Conditions*.

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

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

Change in Law is defined in clause [4.7](#).

Change in Network Access Tariff is defined in clause [4.8](#).

Commencement Date is defined in clause [3.1](#).

Connection Fee is the *Fee* which *You* must pay to *Us* on *Your* first invoice for setting up *Your* account.

Consumer has the meaning given in the *Australian Consumer Law* in Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* and the *Fair Trading Act 2010 (WA)*.

Consumer Laws means the *Australian Consumer Law* and the *Fair Trading Act 2010 (WA)*.

Contract has the same meaning as *Standard Form Contract*

Customer Contracts Regulations means the *Electricity Industry (Customer Contracts) Regulations 2005 (WA)*.

Customer Transfer Code means the *Electricity Industry Customer Transfer Code 2004*.

Customer Schedule means the *Customer Schedule* provided to *You* pursuant to clause [4.1](#) as amended from time to time.

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 will explain the complaint handling process that *You* can use if *You* disagree with *Your* bill.

Electricity Industry Ombudsman means the Energy and Water Ombudsman.

Electricity Charges are defined in clause [4.2](#).

Electricity Network means the South West Interconnected System.

Electricity Supply Equipment means the *Meter* and any electrical equipment in the *Electricity Network*.

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 *Electricity Network* security in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

Event Beyond Our Control means an event or circumstance affecting *Us* that is beyond *Our* direct control or influence, including acts of God, government orders, court orders, emergencies, operational necessity, or any other problem with the *Electricity Network*, or any other problem with a distribution system or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004 (WA)*), but excludes *Your* or *Our* inability to pay any money due under this *Contract* for any reason whatsoever.

Event Beyond Your Control means an event or circumstance affecting *You* that is beyond *Your* direct control or influence, including acts of God, government orders, court orders, emergencies, operational necessity, or any other problem with the *Electricity Network*, or any other problem with a distribution system or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004 (WA)*), but excludes *Your* or *Our* inability to pay any money due under this *Contract* for any reason whatsoever.

Fee means a charge that is not an *Electricity Charge*

Generation Equipment means all equipment capable of discharging electrical power, including, but not limited to, solar PV systems and battery systems.

GST means *GST* as defined in *GST Law*.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time or any replacement or other relevant legislation and regulations.

Law means:

- a) the common *Law* (as it applies in the State of Western Australia); and
- b) all present and future acts of the Parliament of the Commonwealth and of the Parliament of the State of Western Australia; and
- c) all regulations, codes, ordinances, local *Laws*, *by-Laws*, orders, judgments, licences, rules, permits, *Contracts* and requirements of all government agencies.

Loss includes all *Losses*, damages, penalties, claims, proceedings, expenses, costs (including solicitors costs on a full indemnity basis) and other monies incurred or suffered, including but not limited to consequential *Losses* such as *Loss of profits* and *Loss of opportunity*.

Meter means the equipment used to measure the volume of electricity that *We* supply *You* with at the *Premises*.

Metering Agent means the *Network Operator* or an entity approved by the *Network Operator* to perform *Meter* readings.

Network Access Tariff means the *Fees* payable by *Us* to the *Network Operator* for the transmission and distribution of electricity.

Network Operator means the entity who owns and operates the *Electricity Network* (as described in section 3 of the *Energy Coordination Act 1994 (WA)*). The *Network Operator* is responsible for the *Electricity Network*, which is the system via which electricity is delivered to *You*. *We* have no control over the *Electricity Network*.

NMI is defined in clause [7.1](#).

Off-Peak Electricity is defined in clause [4.2\(b\)](#).

Off-Peak Electricity Price means the *Off Peak Price* specified in the *Customer Schedule*, which is payable for the electricity supplied to *You* during any *Off-Peak Period*.

Parties means *You* and *Us*.

Peak Electricity is defined in clause [4.2\(a\)](#).

Peak Electricity Price means the *Peak Price* specified in the *Customer Schedule*, which is payable for the electricity supplied to *You* during any *Peak Period*.

Premises is the place where electricity consumption is being recorded on the *Meter*.

Relevant Regulations means the regulations that are relevant to *Our* supply of electricity to *You* under this *Contract* and include the *Customer Contracts Regulations*.

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.

Residential Customer means a *Customer* who consumes electricity solely for domestic use.

Small Use Customer is a *Customer* whose consumption is less than 160 MWh per year.

Small Use Customer Code and the **Code** means the *Code of Conduct For the Supply of Electricity to Small Use Customers* 2016 (WA) in force from time to time.

Standard Form Contract is this *Contract*, as approved by the Economic Regulation Authority and as defined in the *Small Use Customer Code*

Supply Charge means the *Supply Charge* specified in the *Customer Schedule*, which is payable as a price per *Meter* per day.

Term is defined in clause [3.5](#).

Termination Date is the last day of the *Term* as defined in clause [3.3](#).

Terms and Conditions has the same meaning as *Standard Form Contract*

Total Amount Payable is defined in clause [5.4](#).

Weekdays means Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays.

Undercharged Amount is defined in clause [6.6](#).

We, Our, Us and **CleanTech Energy** mean *CleanTech Energy* (ACN 603 595 704) and where the context requires, *Our* employees, subcontractors, agents and successors in title.

You, Your and **Customer** refer to the person/s to whom electricity is (or will be) supplied under this *Contract*.

Your Equipment means all equipment located after (downstream of) the point that electricity leaves the *Meter* at the *Premises* which is used to take supply of or consume electricity, except any Electricity Supply Equipment

21.3 Simple English

These *Terms And Conditions* are written in a *simple English* style in accordance with the requirements set out in the *Code*. Accordingly,

where:

- a) a *Contract* or other document might traditionally or ordinarily be expected to have expressed an idea in a particular form of words; and
- b) a provision of these *Terms And Conditions* appears to have expressed the same idea in a different form of words in order to use a clearer or simpler style, the ideas are not to be taken to be different just because different forms of words were used. For example:
- c) "do *Our* best" means "use best endeavours";
- d) "end", in relation to the *Contract*, means "terminate";
- e) "can" means there is a discretion as to whether the thing stated is done or not done; and
- f) "will" and "must" both mean the thing stated has to be done.