

Business Terms and Conditions

Version 15 - April 2021

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Synergy (ABN 58 673 830 106)

Business

Terms and Conditions

(Version 15, April 2021)

Items in bold and italics have the meaning set out in clause 23.1 of the **terms and conditions**.

1 Agreement

1.1 Order of precedence

These **terms and conditions** form an integral part of the **agreement**. In the event of any conflict or inconsistency between the terms contained in the **form of agreement**, the terms contained in the **terms and conditions** and (if the **agreement** is an **unsolicited consumer agreement**) the coversheet attached to the **form of agreement**, the following order of precedence applies:

- (a) the terms contained in the **unsolicited consumer agreement** coversheet which is attached to the **form of agreement**;
- (b) the terms contained in the **form of agreement**; and
- (c) these **terms and conditions**.

1.2 Credit assessment

This **agreement** is conditional upon and does not come into force and effect or become binding on the parties until **Synergy** undertakes a credit assessment on **you**. If **Synergy** determines in its absolute discretion that:

- (a) **you** meet the requisite level of credit worthiness, **Synergy** will notify **you** and this **agreement** will commence on the later of the “Start Date” specified in the **form of agreement** or in accordance with clause 3 of these **terms and conditions**; or
- (b) **you** do not **meet** the requisite level of credit worthiness, **Synergy** will notify **you** and this **agreement** will not commence.

2 Supply of electricity

Synergy will sell electricity to **you**, and **you** will purchase electricity from **Synergy** at the **premises** in accordance with the **agreement**.

3 When the electricity sale starts

Synergy will start selling **you** electricity at the **premises** under the **agreement** on the later of the following dates:

- (a) if **you** move into the **premises** and it has an existing electricity connection, then the **agreement** will start and **Synergy** 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 **Synergy** of the **meter** reading within 3 **business days** of the day that **you** move in. If **you** do provide **Synergy** with this **meter** reading the **agreement** will start and **Synergy** will charge for electricity supplied from the date **you** read the **meter**;

- (b) a **meter** is installed at the **premises** (if a new **meter** is required under this **agreement**) and is energised or if a **meter** is already installed at the **premises** but it must be reprogrammed, then when it is reprogrammed;
- (c) a transfer request made by **Synergy** in relation to **your premises** becomes effective under the **customer transfer code**, if **you** are transferring **your** electricity supply from another retailer; or
- (d) if **you** are an existing **Synergy** customer entering into the **agreement**, the first day after the end of the last **billing cycle** applicable to **your** previous **agreement** with **Synergy**, but in no event earlier than the “Start Date” listed on the **form of agreement**.

4 Charges

- (a) **You** must pay the **charges**, which will include the costs of installation of a new **meter** (if applicable).
- (b) Subject to clause 5 of the **terms and conditions**, the **charges** specified in the **form of agreement** include the **access charge** and **regulatory charge**.
- (c) If the **form of agreement** specifies that any of the **charges** will be adjusted for **CPI**, then the **charges** will be adjusted on and from each **quarterly adjustment date** in accordance with the following formula:

$$R_n = R_b \times \left\{ 1 + \left(\frac{CPI_n - CPI_b}{CPI_b} \right) \right\}$$

where:

R_n means the relevant **charge** applying on and from the relevant **quarterly adjustment date**;

R_b means the relevant base **charge**, as set out in the **form of agreement**, disregarding any adjustments made in accordance with this clause 4(c) (but taking into account any adjustments made in accordance with clause 5);

CPI_n means the **CPI** for the **quarter** (Q_{n-2}) ending immediately before the **quarter** (Q_{n-1}) preceding the relevant **quarterly adjustment date**;

CPI_b means the **CPI** for the **quarter** (Q_{n-2}) ending immediately before the **quarter** (Q_{n-1}) preceding the **quarter** in which the “Start Date” listed on the **form of agreement** falls; and

quarterly adjustment date means 1 January, 1 April, 1 July and 1 October in each calendar year.

5 Increase in charges

Change in access charge or regulatory charge

If any **access charge** or **regulatory charge** is varied at any time or a new **access charge** or a new **regulatory charge** is imposed (**change in charges**), **Synergy** may adjust the **charges** (including the relevant base **charges** for the purposes of clause 4) to pass through the net increased effect of the **change in charges** to **you** from the date that the **change in charges** takes effect. **Synergy** will use reasonable endeavours to provide to **you** reasonable information on any **change in charge** (to the extent the information is available to **Synergy**) either before the date that the **change in charge** takes effect, or as soon as practicable after that date.

6 Technical code

You must comply with all relevant provisions of the **Technical Code** (as if **you** are a “user” or a “load” as referred to in the **Technical Code**). **Synergy** can provide **you** with a copy of the **Technical Code** on request.

7 How Synergy will calculate your electricity use

7.1 Meter reading

Synergy uses **meter** readings to prepare **your bill**. **Synergy** will use its best endeavours to ensure that **Western Power Networks** reads the **meter** once every **billing cycle**. However, **you** can agree with **Synergy** to read the **meter** yourself if **Western Power Networks** has not done the **meter** reading and provide **Synergy** with the **meter** readings. In that case, **Synergy** will **bill you** on the basis of **your meter** readings.

In any event, **Synergy** will use its best endeavours to ensure that **Western Power Networks** reads the **meter** at the **premises** at least once every 12 months.

If **Synergy** cannot reasonably base a **bill** on **Western Power Networks’** reading of the **meter**, then **Synergy** will provide **you** with an estimated **bill** based on:

- (a) **your** reading of the **meter**, or
- (b) **your** prior billing history; or
- (c) if **Synergy** does not have **your** prior billing history, an estimate undertaken by **Western Power Networks** based on the average usage of electricity by those customers who **Western Power Networks** considers are in a comparable position to **you** (generally by location or usage pattern).

If **Synergy** has provided **you** with an estimated **bill** and **Western Power Networks** subsequently reads the **meter**, then **your next bill** will be adjusted to take account of **Western Power Networks’ meter** reading.

7.2 You can request a meter test

You can ask **Synergy** to test the **meter** to ensure that it is measuring accurately and **Synergy** will arrange for **Western Power Networks** to test the **meter** if **you** first pay to **Synergy** a **meter** testing fee. If **Synergy** finds that the **meter** is not measuring accurately, then **Synergy** will refund the **meter** testing fee to **you**.

If the **meter** is not measuring accurately, **Synergy** will also arrange for **Western Power Networks** to either repair or replace the **meter** at no charge to **you**.

By “accurate” in this clause means the **meter** is measuring as accurately as the law requires.

8 Bills

8.1 When Synergy will bill you

Synergy will use reasonable endeavours to **bill you** in accordance with the **billing cycle** specified in the **form of agreement** or otherwise agreed between **you** and **Synergy** from time to time. For quality control reasons **Synergy** may sometimes be delayed in sending **you** a **bill**. In these circumstances **Synergy** will endeavour to send **you** a **bill** as soon as reasonably practicable.

8.2 Paying your bill

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**.

You can find out the range of payment options that **you** can choose from by referring to **your bill**, by visiting **Synergy’s** website or by calling **Synergy’s** retail sales team.

8.3 Alternative payment arrangements

Synergy will consider a request by **you** for **Synergy** to provide **you** an alternative payment arrangement in relation to a **bill**.

8.4 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 **Synergy** can:
 - (1) send a disconnection warning to **you**, and
 - (2) charge **you** a fee for each overdue account notice **Synergy** sends to **you**, and
 - (3) charge **you** interest on the amount **you** have not paid; and
 - (4) disconnect **your** electricity supply; and
 - (5) shorten **your billing cycle**.
- (b) If **you** do not pay the total amount payable for any **bill** after **Synergy** sends a disconnection warning to **you**, then **Synergy** can refer **your** debt to a debt collection agency for collection and if **Synergy** does so, **you** must pay any costs that **Synergy** incurs 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, **Synergy** has to pay fees to any other person, **you** must reimburse **Synergy** for those fees.

9 Reviewing your bill

9.1 Reviewing a bill

If **you** have a query about **your bill** and **you** ask **Synergy** to review the **bill**, then **Synergy** will review it.

In the meantime, **you** must pay to **Synergy** 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.

9.2 Undercharging and overcharging

- (a) If **Synergy** undercharges **you** for any reason (including where the **meter** has been found to be defective), **Synergy** can require **you** to make a correcting payment and **Synergy** will offer **you** the option to pay the correcting payment by instalments. In any event, **Synergy** will only require **you** to make a correcting payment for amounts undercharged in the 12 months prior to the date that **Synergy** advises **you** that **you** have been undercharged.
- (b) If **Synergy** overcharges **you** for any reason (including where the **meter** has been found to be defective), then **Synergy** will credit the amount to **your** account or **you** have the option of having the amount repaid to **you**. The 12 month limit referred to in clause 9.2(a) does not apply to amounts that **Synergy** has overcharged **you**.

10 Electricity supply equipment and your equipment

10.1 Electricity supply equipment

The **electricity supply equipment** remains the property of **Western Power Networks** at all times and **Western Power Networks** is responsible for installing and maintaining the **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 interferes with that equipment.

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 **Western Power Networks**.

10.2 Your equipment

You are responsible for keeping **your equipment** in good working order and condition, safe and secure and free from unauthorised interference or damage. **You** are also responsible for ensuring **your equipment** complies with the **Technical Code**.

10.3 Prohibited activity

You must not:

- (a) tamper with, bypass, circumvent or otherwise interfere with the **electricity supply equipment**, or do anything that will prevent **Synergy** or **Western Power Networks** 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.

11 Access to the premises

- (a) **You** must let **Synergy** or persons nominated by **Synergy** (including **Western Power Networks**) have safe and unrestricted access to the **premises** when **Synergy** needs it:
- (1) to read the **meter**; or
 - (2) to inspect or work on the **electricity supply equipment**; or
 - (3) to disconnect **your** electricity supply; or
 - (4) to inspect or work on **your equipment**; or
 - (5) for any other reason relating to the supply of electricity to the **premises** (including to fulfil any obligations under the **Electricity Transfer Access Contract**).
- (b) **Synergy** will give **you** at least 5 **business days** notice before **Synergy** enters the **premises** unless:
- (1) **Synergy** wishes to inspect, read or examine the **meter** or any of the **electricity supply equipment**; or
 - (2) in an **emergency**; or
 - (3) if **Synergy** reasonably suspects that electricity is being used illegally at the **premises**,
- in which case, **Synergy** may enter the **premises** without notice.
- (c) **Western Power Networks** may enter **your premises** for any of the reasons set out in clause 11(a) and in that case, **Western Power Networks** is required to give **you** the appropriate notice where required.
- (d) A person entering the **premises** on **Synergy's** behalf will clearly display identification that identifies the person as a **Synergy** employee or agent and show his or her identification to **you** if **you** ask to see it.

12 Interruptions to your electricity supply

12.1 Emergency

Synergy can interrupt or disconnect **your** electricity supply at any time without notice to **you** in an **emergency**, if **Synergy** is permitted or required by law or if **Western Power Networks** requires **Synergy** to do so. **Synergy** will use its best endeavours to turn **your** electricity on again as soon as possible.

If **Synergy** disconnects **your** electricity supply because **you** cause that **emergency**, then **Synergy** will reconnect **your** electricity supply when **you** ask **Synergy** to do so and **Synergy** is satisfied that the **emergency** no longer exists. In that case, **Synergy** can also charge **you** a fee for reconnecting **your** electricity supply.

12.2 Planned work on distribution system

Western Power Networks can interrupt or disconnect **your** electricity supply at any time if **Western Power Networks** needs to carry out planned work on a **distribution system**. **Western Power Networks** will advise **you** directly if it needs to carry out planned work.

12.3 Events beyond your control

If an **event beyond your control** occurs that affects **your** ability to perform any of **your** obligations under the **agreement**, **you** must tell **Synergy** 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 Event beyond Synergy's control

If an **event beyond Synergy's control** affects **Synergy's** ability to perform any of **Synergy's** obligations under the **agreement**, then **Synergy** is not required to perform that obligation for as long as the **event beyond Synergy's control** continues. If such an event occurs and **Synergy** considers it appropriate to do so, **Synergy** 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

Synergy can arrange for **Western Power Networks** to disconnect **your** electricity supply. If **you** are a **small use customer** that disconnection will follow the procedures set out in clause 12.6 and otherwise in accordance with **Synergy's** own internal procedures, if:

- (a) **you** fail to pay a **bill** in full by the due date shown on the **bill**; or
- (b) **you** do not give **Synergy** safe and unrestricted access to the **premises** or the **meter**; or
- (c) **you** commit a fraud relating to the 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 the **agreement**.

12.6 Things Synergy must do before disconnecting your electricity supply

If **you** are a **small use customer** and **Synergy** wishes to disconnect **your** electricity supply because **you** fail to pay a **bill** within the meaning of clause 7.1 of the **Code of Conduct**, **Synergy** will:

- (a) give **you** a reminder notice not less than 13 **business days** from the date that **Synergy** sent **you** the **bill**; and
- (b) if **you** still have not paid **Synergy** after the reminder notice, then give **you** a disconnection warning not less than 18 **business days** from the date that **Synergy** sent **you** the **bill**, advising **you** that **Synergy** will disconnect **you** on a day that is at least 5 **business days** after **you** receive the disconnection warning; and
- (c) not disconnect **you** until at least 1 **business day** after the date that **Synergy** says it will disconnect **your** electricity supply in the disconnection warning.

If **Synergy** wishes to disconnect **your** electricity supply because **you** fail to give **Synergy** or **Western Power Networks** access to the **meter**, **Synergy** will:

- (d) only disconnect **you** if **you** have denied access for at least 12 months; and
- (e) give **you** at least a 5 **business days** written request for access to the **meter**; and
- (f) if **you** still have not given **Synergy** or **Western Power Networks** access, then **Synergy** will give **you** a disconnection warning advising **you** that **Synergy** will disconnect **you** on a day that is at least 5 **business days** after **you** receive the disconnection warning.

Unless **you** have requested **Synergy** to disconnect **your** electricity supply or **Synergy** is required to disconnect **your** electricity supply due to an **emergency**, **Synergy** will not arrange for disconnection:

- (g) if **you** have made a complaint in relation to the reason for the proposed disconnection and that complaint has not been resolved;
- (h) after 3.00 pm Monday to Thursday;
- (i) after 12.00 noon on a Friday; and

on a Saturday, Sunday, public holiday or on the **business day** before a public holiday except where **Western Power Networks** has arranged for a planned interruption under clause 12.2.

12.7 Reconnection of electricity supply

If **you** electricity supply is disconnected under clause 12.5, then **Synergy** will arrange for **Western Power Networks** to reconnect **your** electricity supply when **you** ask **Synergy** to reconnect **your** electricity supply and **Synergy** is reasonably satisfied that the circumstances giving rise to the disconnection no longer exist.

Before **Synergy** arranges for **Western Power Networks** to reconnect your electricity supply under this clause 12.7, **you** must pay **Synergy**:

- (a) all reasonable costs **Synergy** incurs in disconnecting **your** electricity supply;
- (b) a fee for reconnecting **your** electricity supply under this clause 12.7; and
- (c) all electricity that **you** used (or which **Synergy** estimates that **you** used) and have not paid for.

12.8 Consequences of disconnecting your electricity supply

If **Synergy** requests **Western Power Networks** to disconnect **your** electricity supply under clause 12.5, then:

- (a) **Synergy** can or can arrange for **Western Power Networks** 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) **Synergy** 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 **Synergy** is of the reasonable opinion that **you** have used, or are obtaining, electricity illegally, then **Synergy** can advise the **Director of Energy Safety**, **Western Power Networks** and the police (as appropriate) and give them any information that **Synergy** has in relation to **your** electricity use.

13 Limitation on liability in certain circumstances

13.1 The nature of electricity supplied to you

In order to sell electricity to **you**, **Synergy** asks **Western Power Networks** to deliver the electricity through the electricity network.

The electricity network is operated by **Western Power Networks** and **Synergy** cannot control the way in which **Western Power Networks** operates the electricity network. For example, **Synergy** cannot control the quality, frequency or continuity of electricity being supplied to **you** through the electricity network.

As a result, the electricity supplied to **you**:

- (a) may not be free from interruptions or fluctuations and may fluctuate in quality from time to time;

- (b) will be of the quality of electricity contained in the electricity network; and
- (c) may not suit **your** specific needs if, for example, **you** have specific goods or equipment at **your premises** that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality.

If **you** do have particular needs or specific goods or equipment that require a continuous electricity supply free from interruptions or fluctuations in supply or fluctuations in quality, then **you** should take reasonable care to:

- (a) address **your** particular needs, including making suitable alternative arrangements (for example a back-up supply or alternative power source);
- (b) protect persons, property, goods and equipment at the **premises** from any loss, harm or damage that arises if the electricity supplied to **you** is not free from interruptions or fluctuations in supply or fluctuations in quality (for example, installing surge protection devices for sensitive equipment); and
- (c) otherwise do what **you** reasonably can to mitigate **your** loss arising from any interruptions or fluctuations in supply or fluctuations in quality.

Accordingly, subject to clause 14, **Synergy** will not be liable to **you** for any loss, damage or liability of any kind (including without limitation any **excluded loss**) **you** suffer because **you** fail to sufficiently protect **your** goods and equipment or fail to make suitable alternative arrangements to address **your** particular needs or fail to mitigate **your** loss, as required by this clause.

Further, as electricity is by its nature inherently dangerous (including risks of fire and electrocution) **you** must take care in relation to **your** use and treatment of electricity supplied.

You must only use electricity with appropriate wiring, fittings, appliances and installations that comply with applicable laws and relevant safety standards (including as regards to their proper installation, use and maintenance) and in accordance with the instructions for safe use provided by the manufacturer or a licensed electrician. For more information on electricity safety please contact Energy Safety – Department of Commerce by telephone on (08) 6251 1900 or via their website at www.commerce.wa.gov.au/EnergySafety.

13.2 Operation of the electricity network

As an electricity retailer, **Synergy** is not responsible for matters relating to the operation of the electricity network. However, to assist **you** when **you** raise a concern with **Synergy** about **your** electricity supply, **Synergy** can:

- (a) supply **you** with a copy of the distribution standards if **you** pay **Synergy** a fee; and
- (b) respond to a request about changes in the quality of **your** electricity supply that exceed the distribution standards; and
- (c) advise **you** about things **you** can do to avoid interfering with electricity network equipment or another person's electricity supply; and
- (d) forward **your** concerns to **Western Power Networks**.

You may be eligible for a payment from **Western Power Networks** in certain circumstances related to a failure in the supply of electricity under the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*. **You** can obtain more information about this payment by contacting **Synergy** or **Western Power Networks**.

13.3 Synergy will not compensate you for loss related to Western Power Networks operation of the electricity network or matters outside of Synergy's control

- (a) **Synergy** will not be liable to **you** for any loss, damage, claim, charge or liability of any kind arising from or in connection with:
 - (1) **Western Power Networks** operation of, or acts or omissions in relation to, the electricity network (including any interruption or surge in **your** electricity supply); or
 - (2) the acts or omissions of any other third party.
- (b) Subject to clauses 13.1, 13.3(d) and 14, to the extent permitted by law, any liability of **Synergy** to **you** under or in connection with this **agreement** is limited (in aggregate) to the **Synergy liability cap**.
- (c) Except to the extent that liability cannot lawfully be excluded, neither **Synergy** nor **you** are liable for any **excluded loss** however caused, including without limitation, through breach of contract, in tort (including negligence), in equity, or for breach of statute.
- (d) Nothing in this **agreement** excludes payments to **small use customers** under Part 14 of the **Code of Conduct**.

13.4 Western Power Network's liability to you

Except to the extent that liability cannot lawfully be excluded, **Western Power Networks** is not liable to **you** for any **excluded loss** however caused, including without limitation, through breach of contract, in tort (including negligence), in equity, or for breach of statute.

14 Limitation in relation to consumer guarantees

If **you** are a **consumer**, **Synergy** may be taken to have given **you** certain **consumer** guarantees under the **Australian Consumer Law** about the supply of goods (including electricity) or services to **you**. If **Synergy** fails to comply with those **consumer** guarantees, then **you** may have statutory rights against **Synergy** under the **Australian Consumer Law** that **Synergy** is prohibited by law from excluding, restricting or modifying.

Nothing in the **agreement** is to be taken to exclude, restrict or modify:

- (a) any rights of recovery or to compensation **you** may have under the **Australian Consumer Law** (including in relation to **excluded loss**);
- (b) any other rights of recovery or to compensation **you** may have under law, including, for example, under the **Code of Conduct**; or
- (c) any other condition, warranty or guarantee (including the application of any **consumer** guarantee under the **Australian Consumer Law**),

to the extent that **Synergy** is prohibited by law from excluding, restricting or modifying them.

All other conditions, warranties and guarantees (including any rights of recovery or to compensation), whether or not implied by law, are, to the extent permitted by law, excluded.

Where any electricity supplied under the **agreement** is not a good of a kind ordinarily purchased for personal, domestic or household use, **Synergy's** liability for breach of any **consumer** guarantee applicable to **Synergy's** 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 **Synergy**:

- (a) the supply of equivalent electricity; or
- (b) the payment of the cost of acquiring equivalent electricity.

15 Confidentiality of your information

- (a) **Synergy** will use and otherwise deal with **your** information and keep it confidential, subject to and consistent with the **agreement** and, to the extent applicable, **Synergy's privacy policy**. Without limiting the above, **Synergy** will keep **your** information confidential except where:

- (1) **Synergy** has **your** prior written consent; or
- (2) the law (including applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits **Synergy** to disclose it; or

- (3) **Synergy** needs to use the information for **Synergy's** regulatory reporting or compliance, or in any legal or regulatory proceedings; or
 - (4) the information is already in the public domain; or
 - (5) **Synergy** believes **you** have obtained or used electricity illegally or in an unsafe manner and, as a result, **Synergy** provides relevant information to the Economic Regulation Authority or the **Director of Energy Safety**, **Western Power Networks** or the Police (as appropriate); or
 - (6) **Synergy** discloses **your** information to any person (including any officer, employee, contractor, legal or other professional adviser or consultant, insurer, financier, third party service provider or related corporation of **Synergy** or any of its related corporations), to the extent reasonably necessary for **Synergy** to evaluate, negotiate, exercise its rights or perform the **agreement** or to obtain advice, insurance, finance or other goods or services in relation to the **agreement**; or
 - (7) **Synergy** uses the information for business purposes, provided that **Synergy** will only do so subject to applicable laws.
- (b) **Synergy** will ensure its **privacy policy** is consistent with applicable privacy laws. A copy of the **privacy policy** is available on **Synergy's** website (www.synergy.net.au).
 - (c) **You** agree to the above arrangements, including to the terms of **Synergy's privacy policy** and any use or disclosure of **your** information which is required or permitted by the **agreement**, **Synergy's privacy policy**, applicable privacy laws or any other law.
 - (d) The **agreement** and all pricing information are confidential and **you** must not disclose the terms of the **agreement** (including pricing information) to any person without the prior written consent of **Synergy**.
 - (e) This clause 15 survives the termination of the **agreement**.

16 Complaints

If **you** wish to raise a complaint concerning **Synergy's** performance or **your** electricity supply, **Synergy** encourages **you** to contact **Synergy** to discuss the issue and **Synergy** will deal with that complaint in accordance with **Synergy's customer complaints policy**.

17 Information

17.1 **Synergy will provide you with information**

If **you** wish to obtain further information about the **agreement** or the supply of electricity, please contact **Synergy**.

17.2 **You must provide Synergy with information**

You must advise **Synergy** 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 **Synergy's** 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 agreement

18.1 **When the agreement ends and extensions of the agreement**

- (a) Subject to clause 19, the **agreement** will end automatically on the **end date** without any requirement of either **you** or **Synergy** to give notice of the **agreement** coming to an end.
- (b) Except as provided in clause 18.1(c), neither **you** nor **Synergy** may terminate the **agreement** earlier than the **end date** for convenience. **Synergy** in its absolute discretion and subject to any conditions set by **Synergy** being fulfilled may agree to a transfer of the **agreement** prior to the **end date** to a third party or to a change of the **premises**.
- (c) If **you** are a **small use customer**, then **you** can end the **agreement** before the **end date** by advising **Synergy** at least 20 days before the day **you** want the **agreement** to end. If **you** end the **agreement** before the **end date** under this clause, then **you** must pay **Synergy** the **termination payment** within 7 days of receiving the final **bill**.
- (d) **You** can end the **agreement** after the **end date** by advising **Synergy** at least 5 days before the day **you** want the **agreement** to end. If **you** end the **agreement** after the **end date** under this clause, then **you** will not be required to pay **Synergy** the **termination payment**.

18.2 **When Synergy or you can end the agreement**

Synergy can end the **agreement** by giving **you** prior notice if **you**:

- (a) become insolvent (as defined in the *Corporations Act 2001* (Cth));
- (b) have a liquidator appointed;
- (c) become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth)); or

- (d) breach any of **your** obligations under the **agreement**.

You can end the **agreement** by giving prior notice to **Synergy** if **Synergy**:

- (e) breaches a material obligation under the **agreement**; and
- (f) fails to remedy that breach within 14 days of receiving a notice from **you** requiring the breach to be remedied.

18.3 What happens after the agreement ends

If the **agreement** ends:

- (a) **Synergy** may arrange for a final **meter** reading and for disconnection;
- (b) **Synergy** may issue a final **bill** to **you**;
- (c) **Synergy** can charge **you** a fee for the final **meter** reading, disconnection and final **bill** if the **agreement** ends because of an event described under clause 18.2;
- (d) **Synergy** can ask **Western Power Networks** to remove the **electricity supply equipment** at any time and **you** must let **Western Power Networks** have safe and unrestricted access to the **premises** to allow **Western Power Networks** to do so;
- (e) **you** will remain liable to pay any outstanding payments to **Synergy** and **Synergy** will have no further obligation to supply electricity to **you**; and
- (f) if **Synergy** continues to supply, and **you** continue to use, electricity at the **premises** after the **agreement** ends:
 - (1) the **agreement** will continue to apply except that the **charges you** must pay will be the rates and charges reasonably determined by **Synergy**;
 - (2) if **you** are a **small use customer**, **Synergy** will provide energy to **you** at a published tariff if you ask **Synergy** to do so;
 - (3) **you** may end the **agreement** in accordance with clause 18.1(d); and
 - (4) **Synergy** may cease supplying electricity to the **premises** after the **end date** by providing 5 days written notice to **you**.

19 Automatic renewal of your agreement

19.1 Terms of automatic renewal

Subject to the conditions under this clause 19, the **agreement** will automatically renew on the day after the **end date**:

- (a) on the **terms and conditions**;
- (b) incorporating the new **charges**; and
- (c) continuing until the new **end date**,

set out in the **renewal notice**.

19.2 Renewal notice

At least 30 days before the **end date**, **Synergy** will send **you** a written notice:

- (a) alerting **you** to the approaching **end date**;
- (b) reminding **you** that the **agreement** will automatically renew under clause 19 unless **you** notify **Synergy** otherwise;
- (c) stating the new **charges** and the new **end date** that will apply to the **agreement** upon its renewal;
- (d) including the then latest version of these **terms and conditions**; and
- (e) if **you** are a **small use customer**, including information on **Synergy's** standard form contract and a copy of **Synergy's** customer charter.

19.3 Response to the renewal notice

- (a) **You** may notify **Synergy** that **you** do not accept the automatic renewal as set out in the **renewal notice** at any time after receipt of the **renewal notice** and before the **end date**. If **you** do so, clause 18.3(f) will apply.
- (b) If by the **end date**, **you** notify **Synergy** that **you** intend to enter into a new **agreement** with **Synergy** for the supply of electricity to the **premises** but **you** and **Synergy** have not yet entered into the new **agreement**, then **Synergy** will continue to supply **you** with electricity at the premises pursuant to clause 18.3(f), until another arrangement is agreed by the parties.
- (c) **You** may notify **Synergy** that **you** do not accept the renewed **agreement** within 10 days after the current **end date**.

19.4 Transition to new agreement

If **you** enter into a new **agreement** with **Synergy** for the supply of electricity to the **premises**, then **Synergy** will continue to supply **you** with electricity under this **agreement** until the **cooling-off period** for the new **agreement** expires.

20 Security for payment of bills

- (a) If the **form of agreement** specifies a security sum, **you** must provide that security as required by **Synergy**. Usually, **Synergy** will require **you** to provide security in the form of a cash deposit or a bank guarantee.
- (b) If the **form of agreement** does not specify a security sum, **you** are not required to provide a security deposit to **Synergy** at the time the **agreement** starts. At any time after that date **Synergy** may require that **you** provide a security deposit as set out in this clause 20 upon the occurrence of any of the following events:
 - (1) **you** breach any of **your** obligations under the **agreement**; or
 - (2) **Synergy** in its absolute discretion believes there has

been or in the foreseeable future there may be a material adverse change in **your** financial position.

- (c) In the event **Synergy** requires that **you** provide a security deposit then **you** must:
- (1) provide the security deposit in an amount equal to two times the average amounts invoiced by **Synergy** during the three most recent **billing cycles**, or if such information is not available **Synergy's** estimate of the amount of **charges** payable for a typical **billing cycle** multiplied by two;
 - (2) meet its security deposit obligation either by providing:
 - (A) a cash deposit to **Synergy**; or
 - (B) a bank guarantee to **Synergy** on terms and by a financial institution acceptable to **Synergy**, guaranteeing **your** performance of **your** obligations under the **agreement**; and
 - (3) provide the security deposit within 5 **business days** of receipt of **Synergy's** notice requiring the provision of the security deposit.
- (d) In the event **you** provide a security deposit, then:
- (1) **Synergy** may require that **you** increase the amount of the security deposit if in **Synergy's** opinion **your** electricity consumption has or shortly will increase materially. **Synergy** will determine the amount of the increased security deposit by estimating the **charges** payable for a **billing cycle** reflecting the increase in consumption and multiplying that estimate by two; or
 - (2) **you** may request **Synergy** reduce the amount of the security deposit if **you** provide evidence reasonably satisfactory to **Synergy** reflecting a material and permanent decrease in **your** electricity consumption. **Synergy** will not unreasonably withhold its consent to this request.
- (e) If **you** are a **small use customer**, **Synergy** will hold **your** security in a separate trust account and will separately identify **your** security in **Synergy's** accounting records.
- (f) **Synergy's** rights as set out in this clause are in addition and without prejudice to its rights under clause 18.2 of the **agreement**.

21 GST

- (a) In this clause:
- (1) **GST** has the meaning given to that term in the **GST Law**.

- (2) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
 - (3) **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 **agreement** are expressed exclusive of GST.
- (c) If there is a taxable supply under or in connection with the **agreement**, 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 **agreement**.
- (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.

22 Miscellaneous

22.1 Co-operation with *Western Power Networks*

You agree to:

- (a) co-operate with **Western Power Networks** in relation to:
- (1) connecting **your** premises to the **distribution system**; and
 - (2) **Western Power Networks'** activities in relation to the inspection or maintenance of the **electricity supply equipment**.
- (b) allow **Synergy** to give **Western Power Networks** your details.

22.2 Notices

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

- (a) does not have to be in writing, unless the **agreement** expressly requires that the notice or communication must be in writing;
- (b) subject to clause 22.2(c), is taken to be received:
- (1) in the case of a verbal communication, at the time of the communication; and
 - (2) in the case of hand delivery, on the date of delivery; and
 - (3) in the case of post, on the second **business day** after posting; and
 - (4) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted; and

- (5) in the case of e-mail, on the date on which the recipient or the recipient's computer or other device acknowledges that the e-mail was successfully received; and
- (c) 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**.

22.3 Electronic communication

- (a) **Synergy** can use electronic communication (such as e-mail or SMS) to give information to **you** with **your** consent.
- (b) **Synergy** can decide procedures as to how electronic communication will operate and what things can be communicated electronically.

22.4 Assignment

- (a) Unless **Synergy** gives **you** its prior written consent, **you** must not transfer, assign or otherwise dispose of or deal with any of **your** rights or obligations under the **agreement**. **Synergy** will not unreasonably withhold its consent where **Synergy** believes that the proposed assignee has the commercial and technical capability to perform **your** obligations under the **agreement**.
- (b) **Synergy** can assign or novate the **agreement** without notice to **you** to another **licensed retailer** that **Synergy** believes has the commercial and technical capability to perform **Synergy's** obligations under the **agreement**.

22.5 Application of laws

Nothing in the **agreement** limits or excludes the rights, powers and remedies that **Synergy** has at law (including under the *Energy Operators (Powers) Act 1979 (WA)* and the *Electricity Corporation Act 1994 (WA)*) or in equity.

The **agreement** also does not in any way limit **Synergy's** 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.

22.6 Entire Agreement

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

22.7 Waiver of rights

If **Synergy** does not enforce any right under the **agreement** then this must not be construed as a waiver of **Synergy's** rights under the **agreement**.

22.8 Governing Law

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

22.9 Amendments to Agreement

Synergy can change these **terms and conditions** from time to time if required by any applicable laws or other **regulatory requirements**. If these terms change, then **your agreement** will be deemed to be automatically amended to reflect those changes. **Synergy** will notify **you** of any changes to these **terms and conditions** before the date the change takes effect or as soon as practical after that date.

22.10 Effect of invalid terms

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

23 Definitions and interpretation

23.1 Definitions

In these **terms and conditions** and the **form of agreement**, unless the context otherwise requires:

access charge means all charges and fees payable by **Synergy** to the **Western Power Networks** from time to time for the supply of electricity to the **premises** and otherwise in respect of the **premises**.

AEMO means the Australian Energy Market Operator Limited.

agreement means the legally binding **agreement** between **you** and **Synergy** which comprises the **form of agreement** and the **terms and conditions**.

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)*.

bill means the invoice **Synergy** endeavours to send **you** at approximately the end of each **billing cycle**.

billing address means the location specified in the **form of agreement** to which **Synergy** sends **your bill**.

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

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

change in charges is defined in clause 5.

charges means the **charges** specified in the **form of agreement**.

Charges By-laws means the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006*, as may be amended or replaced from time to time.

Code of Conduct means the standards of conduct in the supply and marketing of electricity to customers as set forth in the *Code of Conduct for the Supply of Electricity to Small Use Customers 2008*, as enacted and subject to amendment under the *Electricity Industry Act 2004*.

consumer has the meaning given in the *Competition and Consumer Act 2010* (Cth) or similar state laws such as the *Fair Trading Act 1987* (WA).

contract year means any period of twelve (12) months beginning on the date of commencement of the **agreement** or on any anniversary of that date with the last **contract year** being the period from the end of the immediately preceding **contract year** to the **end date** of the **agreement**.

cooling-off period has the meaning given in the **form of agreement**.

CPI means, in respect of a **quarter**, the Consumer Price Index for Perth, Western Australia (All Groups) published by the Australian Bureau of Statistics (**Bureau**) under Catalogue Number 6401.0 in respect of that **quarter**, or if the **CPI** is amended, rebased or ceases to be published, the amended, rebased or new index substituted for it by the **Bureau** (applying any appropriate conversion factors), and if no index is so amended, rebased or substituted, such alternative index as **Synergy** may select acting reasonably.

customer complaints policy means the policy describing the process to be followed by **Synergy** in responding to a complaint by **you** and which can be obtained on request from the **Synergy** Business Management Team or from **Synergy's** website.

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

Director of Energy Safety means the position in the Department of Commerce.

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 10.1.

Electricity Transfer Access Contract means the access contract as defined in the *Electricity Networks Access Code 2004* (WA) between **Synergy** and **Western Power Networks** for the provision of and access to network services.

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.

end date means the **end date** of the **agreement** specified in the **form of agreement** or **renewal notice**.

event beyond your control or **event beyond Synergy's control** means an event or circumstance beyond the direct control or influence of **you** or **Synergy**, 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* (WA)) but excludes **your** or **Synergy's** inability to pay any money due under the **agreement** for any reason.

excluded loss means any loss, damage, charge, claim or liability of any nature, and howsoever caused, that constitutes or relates to:

- (1) business interruption;
- (2) anticipated savings;
- (3) loss of revenue or profits;
- (4) loss of an opportunity;
- (5) liability to other people under contracts or otherwise;
- (6) special or punitive damages; or
- (7) any other indirect or consequential loss or damage however categorised;

whether or not in the reasonable contemplation of **you** or **Synergy**, but does not include **your** liability to **Western Power Networks** or the payment by **you** of the **charges**, the **termination payment**, or any fees or other amounts payable by **you** under clauses 7.2, 8.4(a)(2), 8.4(b), 8.4(c), 12.1, 12.7(a), 12.7(b), 12.8, 13.2(a) and 18.3(c).

form of agreement means the Electricity Sales Agreement Form of Agreement that **you** have signed, verbally accepted or accepted online to enter into this **agreement**.

government authority means government or any governmental, semi-governmental or other body authorised by law and includes the **AEMO**.

licensed retailer means a person who holds an electricity retail licence issued under the *Electricity Industry Act 2004* (WA).

meter means the equipment used to measure the volume of electricity that **Synergy** sells to **you** under the **agreement**.

premises means the address to which electricity will be supplied to **you** under the **agreement** as specified in the **form of agreement**.

privacy policy means **Synergy's** published policy in force from time to time (as amended or replaced by **Synergy** from time to time) specifying the steps taken by **Synergy** to maintain customer confidentiality and which can be obtained on request from **Synergy's** customer centre or from **Synergy's** website.

quarter means a period of three consecutive months commencing on 1 January, 1 April, 1 July or 1 October in any calendar year.

regulatory charge means any cost, charge, tax, duty, impost, fee, rate, withholding, fine, penalty or levy imposed by any **government authority**:

- (a) relating to the generation, purchase, transmission, delivery, supply or sale of electricity under the **agreement** (including any **regulatory charge** on, or which affects directly or indirectly the cost of goods, services or materials used in connection with the generation, purchase, transmission, distribution, delivery, supply or sale of electricity), but does not include income tax, capital gains tax or fringe benefits tax;
- (b) relating to any renewable energy scheme implemented or administered by any **government authority** (whether imposed directly on **Synergy** or incurred in the form of increased costs in connection with the generation, purchase, transmission, distribution, delivery, supply or sale of electricity);
- (c) relating to the emission of carbon or carbon compounds or on any substance characterised as a greenhouse gas (whether imposed directly on **Synergy** or incurred in the form of increased costs in connection with the generation, purchase, transmission, distribution, delivery, supply or sale of electricity); or
- (d) imposed on **Synergy** which is specific to the electricity industry; and includes, without limitation, any payments, charges, levies, credits or refunds payable under the **Wholesale Electricity Market Rules**.

regulatory requirement means all requirements arising under any law or any instrument of regulation which regulates or otherwise impacts all or any part or aspect of the electricity industry in Western Australia or, if applicable, Australia, or that impacts, in any way, **Synergy's** rights or obligations under this **agreement**, and includes the **Code of Conduct** and the **customer transfer code**.

renewal notice means the notice issued by **Synergy** under clause 19.2.

small use customer means a person who consumes, or who **Synergy** can reasonably estimate will consume, not more than 160 MWh of electricity per annum.

standard price means a charge, fee or rental to be paid by **you** for or in connection with the supply of electricity at the **premises** under the **Charges By-laws**.

Synergy means Electricity Generation and Retail Corporation trading as Synergy of 219 St George's Terrace, Perth, Western Australia.

Synergy liability cap means:

- (a) if the event or circumstance in respect of which **Synergy** is liable to **you** arose on or after the end of the first **contract year**, an amount equal to the total of all amounts payable (but if the **agreement** is for more than one **premises**, then only for those **premises** in respect of which **Synergy's** liability arose) under the **bills you** have received for the 12 months prior to the date on which the event or circumstance arose, less the amount of **access charges** payable under those **bills**; or
- (b) if the event or circumstance in respect of which **Synergy** is liable to **you** arose before the end of the first **contract year**, an amount calculated in accordance with the following formula:

$$C = (A/B) \times 365$$

where:

C = **Synergy's liability cap**;

A = total of all amounts payable by **you** or which would have been payable by **you** if a **bill** had been issued (but if the **agreement** is for more than one **premises**, then only for those **premises** in respect of which **Synergy's** liability arose) up to the date on which the event or circumstance arose, less the amount of **access charges** attributable to those total amounts payable; and

B = the total number of billing days between the **agreement** start date (determined in accordance with clause 1.2(a) of the **agreement**) and the date the event or circumstance arose.

Synergy's calculation of the amount of the liability cap in either (a) or (b) above is in its absolute discretion.

Technical Code means (a) the Distribution Technical Code published under the *Electricity Distribution Regulations 1997* (WA) and the Technical Code published under the *Electricity Transmission Regulations 1996* (WA); and (b) The Technical Rules approved by the Economic Regulation Authority under the *Electricity Network Access Code 2004* (WA).

terms and conditions mean these Business Terms and Conditions, having the version number and date shown at the beginning of this document.

termination payment means an amount reasonably determined by **Synergy** to represent the loss that **Synergy** incurs as a result of **your** early termination of the **agreement**. **Termination payments** are applicable under clause 18.1 if **you** choose to be supplied by another retailer prior to the **end date**.

unsolicited consumer agreement has the meaning given in the *Competition and Consumer Act 2010* (Cth) or similar state laws such as the *Fair Trading Act 1987* (WA).

Western Power Networks means the person who owns and operates the South West Interconnected System (as described in the *Electricity Industry Act 2004* (WA)).

Wholesale Electricity Market Rules or **WEM Rules** means the **Wholesale Electricity Market Rules** established under the *Electricity Industry (Wholesale Electricity Market) Regulations 2004*.

you or your means the person to whom electricity will be supplied under the **agreement**.

your equipment means all wiring and other equipment located at the **premises** which is used to take supply of or consume electricity except any **electricity supply equipment**.

23.2 Interpretation

In the **agreement**, 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 these **terms and conditions**, unless the context otherwise requires;
- (f) headings are included for convenience and do not affect the interpretation of the **agreement**;
- (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**, and
- (o) a reference to a monetary amount means that amount in Australian currency.

Further Information

If **you** have any questions regarding **your** electricity supply, you can contact **Synergy**. The contact details are set out in the **form of agreement** under the heading “Synergy contact details”.

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


How to contact us

We would like to assure you that you will receive our highest standard of service when we are responding to your enquiries.

When you call us we seek to answer your questions immediately. If this is not possible (because we need to speak to a distributor, for example) we will get back to you immediately once we have obtained the information you are seeking. There are a number of ways you can contact us:

By Phone

(During Business Hours Western Standard Time)

- ✦ Business customers 13 13 54.
- ✦ For calls outside Western Australia (08) 6212 2222.
- ✦ TTY (for customers with hearing or speech difficulties) (08) 9221 8608.
- ✦  If you don't speak English call us on 1300 859 333 and we will arrange an interpreter service for your convenience.

By Mail

Synergy, GPO Box K851, Perth WA 6842

Internet

synergy.net.au/business

Other Useful Numbers

For emergency or supply faults/interruptions call 13 13 51 (24-hour number).

synergy.net.au/business

