

## INTRODUCTION

Thank you for choosing *CleanTech Energy* for the supply of electricity to *Your* business. This document provides the *Commercial Terms And Conditions* for *Us* to supply electricity to *Your Premises*.

If *Your* electricity consumption is less than 160,000 *kWh* per year, *You* are a *Small-Use Customer* and *You* must obtain from *Us* a copy of *Our Small-Use Customer Pack*, which outlines some of the legal requirements which *We* must abide by in terms of supplying *You* with electricity and forms part of these *Commercial Terms*. If *You* are a *Small-Use Customer*, it is assumed that *You* have obtained and read *Our Small-Use Customer Pack* prior to signing a *Contract* with *Us*.

### **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.

### **CLEANTECH ENERGY'S CONTACT DETAILS**

Ground Floor, 1205 Hay St, West Perth 6005

PO Box 262, West Perth, WA 6872

P: (08) 6147 7555

F: (08) 6444 1715

E: [info@cleantechenergy.com.au](mailto:info@cleantechenergy.com.au)

[www.cleantechenergy.com.au](http://www.cleantechenergy.com.au)

ABN: 26 603 595 704

ACN: 603 595 704

# TABLE OF CONTENTS

<b>1</b>	<b>SUPPLY OF ELECTRICITY</b> .....	<b>4</b>
<b>2</b>	<b>QUANTITY OF ELECTRICITY</b> .....	<b>4</b>
<b>3</b>	<b>TERM OF CONTRACT</b> .....	<b>4</b>
3.1	<i>Contract Start Date</i> .....	4
3.2	<i>Cooling Off Period</i> .....	4
3.3	<i>Termination Date</i> .....	4
3.4	<i>Term</i> .....	5
3.5	<i>Early Termination</i> .....	5
3.6	<i>Renewal Process</i> .....	5
3.7	<i>Roll-in and Roll-out</i> .....	5
<b>4</b>	<b>PRICES AND FEES</b> .....	<b>6</b>
4.1	<i>Contract</i> .....	6
4.2	<i>Electricity Charges</i> .....	6
4.3	<i>Regulatory Charges</i> .....	6
4.4	<i>The Renewable Energy Target</i> .....	7
4.5	<i>Additional Charges</i> .....	7
4.6	<i>Security Deposit</i> .....	8
4.7	<i>Use of the Security Deposit</i> .....	8
4.8	<i>Change In Law</i> .....	9
4.9	<i>Change in Network Access Tariff</i> .....	9
4.10	<i>Increases due to CPI</i> .....	9
4.11	<i>Step Pricing</i> .....	9
4.12	<i>Material Adverse Event</i> .....	9
4.13	<i>Minimum Consumption</i> .....	10
<b>5</b>	<b>BILLING</b> .....	<b>10</b>
5.1	<i>Basis of invoice preparation</i> .....	10
5.2	<i>Timing of invoices</i> .....	10
5.3	<i>Due Date</i> of invoices .....	10
5.4	<i>Content of invoices</i> .....	10
<b>6</b>	<b>PAYMENT</b> .....	<b>11</b>
6.1	<i>Payment of invoices</i> .....	11
6.2	<i>Disputed amounts</i> .....	11
6.3	<i>Continued performance</i> .....	11
6.4	<i>Overdue amounts</i> .....	11
6.5	<i>If You are having trouble paying Your invoice</i> .....	12
6.6	<i>Undercharging</i> .....	12
6.7	<i>Overcharging</i> .....	12
6.8	<i>Information available to You</i> .....	13
<b>7</b>	<b>ELECTRICITY EQUIPMENT AND NETWORK</b> .....	<b>13</b>
7.1	<i>NMI</i> .....	13
7.2	<i>Provision of equipment</i> .....	13
7.3	<i>Customer responsibilities</i> .....	13
7.4	<i>Generation Equipment</i> .....	14
<b>8</b>	<b>ACCESS TO THE PREMISES</b> .....	<b>14</b>
8.1	<i>Customer access obligations</i> .....	14
<b>9</b>	<b>DISCONNECTION</b> .....	<b>14</b>
9.1	<i>Emergencies</i> .....	14
9.2	<i>Planned work</i> .....	15
9.3	<i>General</i> .....	15
<b>10</b>	<b>OPERATION OF THE ELECTRICITY NETWORK</b> .....	<b>16</b>
10.1	<i>Western Power</i> .....	16

<b>11</b>	<b>PROTECTED RIGHTS AND LIABILITY .....</b>	<b>16</b>
11.1	<i>Consumer Guarantees</i> .....	16
11.2	Limitations on liability .....	16
11.3	No liability for interruption to services .....	17
11.4	Indemnity .....	17
11.5	<i>Trusts</i> .....	17
<b>12</b>	<b>PRIVACY AND PERSONAL INFORMATION .....</b>	<b>18</b>
12.1	Privacy of personal information .....	18
<b>13</b>	<b>INFORMATION .....</b>	<b>18</b>
13.1	<i>Customer</i> information obligations.....	18
13.2	CleanTech Energy information obligations .....	18
<b>14</b>	<b>ASSIGNMENT .....</b>	<b>19</b>
14.1	Assignment by the <i>Customer</i> .....	19
14.2	Assignment by <i>CleanTech Energy</i> .....	19
<b>15</b>	<b>FORCE MAJEURE .....</b>	<b>19</b>
15.1	Events beyond our control .....	19
<b>16</b>	<b>NOTICES .....</b>	<b>19</b>
16.1	Generally .....	19
16.2	Written notice .....	19
<b>17</b>	<b>GST.....</b>	<b>19</b>
17.1	Definitions used in this clause .....	19
<b>18</b>	<b>GENERAL .....</b>	<b>20</b>
18.1	No limitation.....	20
18.2	Entire agreement .....	20
18.3	Severability .....	20
18.4	Fraudulent or illegal consumption of electricity .....	20
18.5	Governing <i>Law</i> .....	20
<b>19</b>	<b>INTERPRETATION .....</b>	<b>20</b>
19.1	General .....	20
19.2	Definitions .....	21
19.3	Simple English.....	25

# COMMERCIAL TERMS AND CONDITIONS

## 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 these *Commercial Terms*.

## 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 **Contract Start Date**

This *Contract* is binding from the date of execution by both *Parties* (the **Contract Start Date**).

The supply of electricity to the *Premises* under this *Contract* commences on the date specified on the *Contract* if *You* are an existing customer, or the date in which *Western Power* transfers *Your Premises* to *Us* (the **Supply Start Date**).

### 3.2 **Cooling Off Period**

A cooling off period of 10 *Business Days* applies to all *Small-Use Customers*, except where the *Contract* is for an extension or renewal to a current supply arrangement. If *You* would like to rescind the *Contract* within this time period, *You* must inform *Us* of *Your* intentions in writing. Any costs incurred by *Us* as a result of this will be passed through to *You*. *We* may not supply electricity to a *Small-Use Customer* during the cooling off period without *Your* written permission.

### 3.3 **Termination Date**

The supply of electricity to the *Premises* under this *Contract* shall cease on:

- a) The *Contract Start Date* of another *Contract* between *You* and *Us*; or
- b) The *Contract End Date*; or
- c) *We* receive notification from the *Network Operator* that *Your Premises* has been transferred to another electricity retailer in accordance with the *Customer Transfer Code*; or
- d) If *You* move to a different location, this *Contract* will terminate when the new tenant or property manager enters into a *Contract* with *Us* for the *Premises*; or
- e) If *You* are disconnected, and *We* terminate this *Contract*, the *Contract* ends when *You* no longer have any right to reconnection.
- f) *We* may end this *Contract* if:
  - i. *You* become insolvent (as defined in the *Corporations Act 2001 (Cth)*); or
  - ii. *You* have a liquidator appointed; or
  - iii. *You* become bankrupt (as defined in the *Bankruptcy Act 1966 (Cth)*); or
  - iv. *You* commit a breach any of *Your* substantial obligations under this *Contract*; or
  - v. *We* have a reasonable belief that any of the things mentioned in this subclause f) may occur

- g) You may end this *Contract* by giving *Us* written notice within 20 Business Days of receiving a *Change in REC Price Notice* as per clause 4.4(c), and:
- i. You will not be liable to pay *Early Termination Charges* to *Us*; and
  - ii. the *Minimum Consumption Charge* will be pro-rated up to the day *You* transfer to another electricity retailer.

(the **Termination Date**)

### 3.4 Term

The supply of electricity to the *Premises* shall be covered by the *Terms And Conditions* of this *Contract* from 8:00am on the *Contract Start Date* until the *Termination Date*, unless agreed otherwise in writing (the **Term**).

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

*You* must pay *Us* for electricity consumed at the *Premises* and any other *Fees* during the *Term*.

### 3.5 Early Termination

If the *Termination Date* occurs before the *Contract End Date*, *We* may charge *You* a *Fee* equal to the greater of:

- a) 10% of *Your* 12-month average invoice total times the quantity of months remaining in the *Contract*; or
- b) 10% of the total invoice value of the previous calendar month times the quantity of months remaining in the *Contract*.

(**Early Termination Fee**)

### 3.6 Renewal Process

*We* will use *Our* best endeavours to send *You* a *Renewal Notice* within three months prior to *Your Contract End Date*.

- a) If *We* send *You* a *Renewal Notice* and *You* have not rejected it in writing before the date stated on the *Renewal Notice*, *Your Contract* will automatically renew on the later of the day after the *Contract End Date* or the day written on the *Renewal Notice*:
  - i. on the new *Terms And Conditions*;
  - ii. incorporating the new *Electricity Charges*; and
  - iii. continuing until the new *Contract End Date*,set out in the *Renewal Notice*.
- b) If *You* reject the *Renewal Notice* in writing before the date stated on the *Renewal Notice*, and *We* continue to supply electricity to *Your Premises*, the *Electricity Charges* will be set to the rates on the *Renewal Notice* plus 10%, from the day after the *Contract End Date*.

### 3.7 Roll-in and Roll-out

- a) **Roll-ins** are permitted only if stated on the *Contract*, and means that *We* will transfer a *NMI* upon *Your* written request which is not necessarily stated on the *Contract* to *Us*, and all *Terms And Conditions* stated on this *Contract* apply to the new *NMI*, including *Your* responsibilities to pay the invoice (**Roll-in**).
- b) **Roll-outs** are permitted only if stated on the *Contract*, and means that *We* will waive the *Early Termination Fee* if a *NMI* transfers away from *Us* because *Your* business:

- i. has had liquidators appointed; or
- ii. has been sold; or
- iii. is moving out of the *Premises*,  
and:
- iv. You have given us at least 30 days written notice; and
  - i. the new tenant signs a new *Contract* with Us; or
  - ii. You pay for all *Regulatory Charges* for the remainder of the *Contract*, unless the *Network Operator* will abolish the *Meter* and You pay for the associated costs.

**(Roll-out)**

## 4 PRICES AND FEES

### 4.1 Contract

We will provide you with a *Contract* which will include the following information:

- a) Your company name and ABN
- b) Your contact details
- c) The *NMI*, *Meter* number and supply address (the ***Premises***)
- d) The *Electricity Charges*
- e) The *Contract Start Date*
- f) The *Due Date* for your invoices relative to the invoice date
- g) A declaration for You relating to any *Life Support Equipment* You may have at the *Premises*
  - i. If *Life Support Equipment* is located at the *Premises*, We will provide You with a *Life-Support Equipment* Registration Form, and You must return the completed form to Us with a signed declaration from Your *Medical Practitioner* before we can supply electricity to You.

### 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 *Contract*; and
- b) the *Off-Peak Electricity Price* for all electricity supplied at all other times (***Off-Peak Electricity***) as stated in the *Contract*; and
- c) the *Supply Charge* (the ***Supply Charge***) as stated in the *Contract*.

(the ***Electricity Charges***).

### 4.3 Regulatory Charges

- a) We may pass through *Regulatory Charges* to You if stated on the *Contract*. *Regulatory Charges* include:
  - i. *Network Access Charges*;
  - ii. *Capacity Charges*;
  - iii. *Market and Ancillary Charges*;

- iv. *REC Charges*
- v. *Loss Factor Charges*;
- vi. *Other Regulatory Charges*;

(the **Regulatory Charges**)

- b) Where *Regulatory Charges* are passed through, they are done so at cost price (or percent as the case may be) based on *Our* reasonable estimates, and a credit or debit applied to *Your* account if relevant no less than once per year to account for the actual cost or percentage change of the *Regulatory Charge*.
- c) Where there is an increase in *Your Regulatory Charges* due to a significant change in *Your* consumption profile, and *You* are on a *Bundled Contract*, *We* may pass through some or all of the increase to *You*.

#### 4.4 The Renewable Energy Target

The *Clean Energy Regulator (CER)* regulates the LRET (Large-Scale Renewable Energy Target) and SRES (Small-Scale Renewable Energy Scheme) and set the targets annually as a percentage of *Your* consumption, as per the *Renewable Energy (Electricity) Act 2000*.

*LGCs* and *STCs* are certificates which must be surrendered to the CER for the LRET and SRES respectively.

For *Unbundled Contracts*, this is charged separately to the *Electricity Charge*.

For *Bundled Contracts*, this is included in the *Electricity Charge*, and increases in the percentage are passed through at cost. For clarification, this does not form part of the *Change In REC Price Notice*.

If the Renewable Power Percentage or the Small-Scale Technology Percentage have not yet been released for a year, the Default Percentage and the Non-Binding Estimate for the previous year (as published by the *CER*) will be used, and the difference credited or debited to *Your* invoice as soon as is reasonably possible following the update of the legislated figure.

Unless stated on the *Contract*, the certificate prices for the *Term* are as follows:

- a) *LGCs* are \$90/MWh
- b) *STCs* are \$40/MWh
- c) If there is a change in the market price of *RECs* at any time, *We* may give no less than 20 *Business Days* written notice (a **Change In REC Price Notice**) providing reasonable information about the nature of the change and setting out the amount of the corresponding change to the *LGC Price* or the *STC price*.

#### 4.5 Additional Charges

*We* can charge any reasonable *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* and *Regulatory Charges*, *You* must pay to *Us*:

- a) pass-through costs associated with reading *Your Meter* when access was not possible (see clause 8.1); and
- b) testing *Your Meter* (see clause 6.2); and
- c) turning off *Your* electricity in some situations (see clause 9); and
- d) removing or physically disconnecting the *Meter*; and

- e) replacing or physically reconnecting the *Meter*; and
- f) other non-standard connection costs; and
- g) relevant payment and credit card *Fees*; and
- h) other *Fees*.

All charges identified in clauses 4.2 and 4.5 will be itemised on *Your* invoice, except for subclause (h), which may be charged at the time of payment or on the following invoice. For *Unbundled Contracts*, *Regulatory Charges* will also be itemised on *Your* invoice. 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.

(the **Additional Charges**).

#### 4.6 Security Deposit

*We* can require *You* to provide *Us* with security against *Your* future electricity invoices 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 invoice by the *Due Date* in respect of three (3) invoices in a 12-month period or two (2) consecutive invoices if *You* are a *Small-Use Customer*; or
- b) *You* have failed to pay the invoice by the *Due Date* in respect of two (2) invoices in a 12-month period if *You* are a *Large-Use Customer*; or
- c) 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 2 times *Your* maximum monthly invoices based over the previous 12-month period.

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

- d) *We* will keep the security in a trust account and identify it separately in *Our* accounting records; and
- e) 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.

*We* will require, use and refund any security in a manner consistent with section 62 of the *Energy Operators (Powers) Act 1979 [WA]*. If there is any inconsistency between that section and this clause, this clause will not apply to the extent of the inconsistency.

#### 4.7 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 an invoice results in the disconnection of supply at the *Premises*; or
- b) *You* default on a final invoice; or
- c) *You* default on *Your* invoice 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.

#### 4.8 **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* (a **Change In Law**), 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*.

#### 4.9 **Change in Network Access Tariff**

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

- a) there occurs a change in the price or format of *Your Network Access Tariff*; or
- b) *You* transition to a different *Network Access Tariff*; or
- c) there is an increase in cost due to a change in *Your* consumption or an increase in *Your* peak demand,

(a **Change in 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.

#### 4.10 **Increases due to CPI**

Where *CPI* is applicable on the contract, on 1<sup>st</sup> July each year during the *Term*, the *Peak Electricity Price* and the *Off-Peak Electricity Price* shall each be increased by the *CPI* rate over the preceding twelve months.

In the first instance of 1<sup>st</sup> July being reached during the *Term*, the percentage increase due to inflation shall be reduced by dividing by 365 and multiplying by the number of days during the *Term* which has elapsed.

#### 4.11 **Step Pricing**

*Step Pricing* occurs when a *Year 2 Electricity Charge* is stated in the *Contract*. The *Year 2 Electricity Charge* will come into effect on the anniversary of the *Contract Start Date* or the *Supply Start Date*, whichever occurred first. Increases in *Network Charges*, *CPI* and all other charges stated in clause 4.5 may still be added to the *Year 2 Peak Electricity Price* and *Off-Peak Electricity Price*.

#### 4.12 **Material Adverse Event**

If, at any time, there is a *Material Adverse Event*, then *We* may give *You* no less than 20 Business Days' notice advising that there has been a *Material Adverse Event*, and include reasonable information relating to the *Material Adverse Event* and the effect of that event on *Us*.

- a) The notice will propose an adjustment to any one or more of the *Electricity Charges* to the extent that the adjustment puts *Us* in a position as if *Our* costs of performing *Our* obligations under this *Contract* had not been subject to the *Material Adverse Event (Material Adverse Event Adjustment)*.
- b) If *You* accept the adjustment, or *You* do not respond within 10 *Business Days* of the notification, the changes will come into effect on the date stated on the notice.
- c) If *You* confirm in writing that *You* do not accept the adjustment under this clause within 10 *Business Days* of receiving notification, then this *Contract* shall end on the date stated in the notification, and:
  - i. *We* will have no liability to *You* in connection with the election to terminate, including *Your* costs of obtaining electricity after termination; and
  - ii. clause 3.5 (*Early Termination Fee*) shall not apply.

#### 4.13 Minimum Consumption

The minimum consumption is stated in the *Contract*. If that field is blank for any reason, the default minimum consumption is 80% of *Your Historical Annual Consumption*. If *Your* consumption falls below the minimum threshold for any year or part thereof in either the peak or the off-peak periods, *You* must pay for all unused energy below the minimum consumption level at the ratio of 1:1 of the relevant *Electricity Charge*.

(the **Minimum Consumption Charge**)

## 5 BILLING

### 5.1 Basis of invoice preparation

*We* will use *Meter* readings provided by the *Network Operator* to prepare invoices for *You*, and the *Network Operator* will conduct the readings.

*We* will use *Our* best endeavors to ensure the *Network Operator* 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) *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* every month during the *Term* unless agreed otherwise in accordance with clause 6.5.

### 5.3 Due Date of invoices

The *Due Date* is 14 Calendar days for *Large-Use Customers*, and 12 *Business Days* for *Small-Use Customers*, unless otherwise stated in *Your Contract*.

### 5.4 Content of invoices

*We* will include the following information on *Your* invoices:

- a) the date of issue of the invoice; and
- b) the billing period; and
- c) the quantity and cost of *Peak Electricity* supplied; and

- d) the quantity and cost of *Off-Peak Electricity* supplied; and
- e) the average daily consumption; and
- f) the details of any costs which are not *Electricity Charges*; and
- g) the total *GST* exclusive amount plus the *GST* amount (the **Total Amount Payable**); and
- h) the *Due Date* of the invoice; and
- i) the details of the methods of payment available to *You*; and
- j) *Our* contact information; and
- k) the supply address and any relevant mailing address; and
- l) *Your* name and account number; and
- m) 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 stated on the invoice, plus any *Fees* incurred as a result of *Your* selected payment method.

### 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 greater of:
  - i. the portion of the invoice which *You* and *We* agree is the undisputed amount; or
  - ii. an amount equal to the average amount of *Your* invoices for the previous 12 months

*You* may request that a test of the *Meter* to be performed, and *We* will organise for the *Network Operator* to perform this work, and *We* will pass through any costs associated with this. There will be no charge if the *Meter* is proved to be faulty in accordance with the *Network Operator's* guidelines.

Both *Parties* must continue to meet in good faith until an agreed resolution to the disputed amount is reached.

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

- c) may require *You* to pay the unpaid amount and any costs associated with performing a *Meter* test.

### 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

*We* will:

- a) issue a *Reminder Notice* not less than 15 *Business Days* after the dispatch of the invoice; and

- b) issue a *Disconnection Warning* not less than 20 *Business Days* from dispatch of the invoice.

Other than any amounts duly disputed under clause 6.2, *You* must pay a *Late Fee* of 2.5% 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. Any amount unpaid by the *Due Date* of the following invoice may attract further *Late Fees* (the ***Late Fee***).

#### 6.5 If *You* are having trouble paying *Your* invoice

If *You* are having trouble paying *Your* invoice, please advise *Us* as soon as possible. *We* may be able to offer assistance in accordance with Part 6 of the *Code*, however, *You* must qualify for this assistance. *We* may be able to offer *You* a payment plan to help get *You* back on track, and *You* must agree to the terms of the payment plan before it will come into effect.

#### 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 within the last 12 months prior to the *Meter* reading date on the last invoice 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* invoice, together with an explanation of the amount that was undercharged.

*We* may 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 (the ***Correcting Refund***)
- 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 *Correcting Refund*, *You* can choose whether *We* make the *Correcting Refund* 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 *Correcting Refund* 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 *Correcting Refund*, *We* will use *Our* reasonable endeavours to credit the amount 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 *Fees* and *Electricity Charges* applicable to the *Contract*, and other prices or *Electricity Charges*, if any, available to *You* and the time of *Your* request;
- c) historical consumption 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 *Your Premises*;
- 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 EQUIPMENT AND NETWORK

### 7.1 *NMI*

*You* acknowledge that the *NMI* stated on the *Contract* is the correct *National Metering Identifier* (the *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:

*Western Power* 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 *Western Power* at all times. *Western Power* 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 comply with all relevant provisions of the *Technical Code* as if *You* are a “user” or a “load” as referred to therein. *We* can provide *You* with a copy of the *Technical Code* on request.

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, unless specifically stated under Section 3 of the *Contract*, install or operate *Generation Equipment* which is located at the *Premises* or is connected to the *Premises*.

- a) A *Buy-Back* of electricity will occur if stated in Section 3 of the *Contract*. All rates are in cents per *Kilowatt-Hour*.

## **8 ACCESS TO THE PREMISES**

### **8.1 Customer access obligations**

You must let *Us*, or persons nominated by *Us* (including *Western Power*), 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 *Code*.

## **9 DISCONNECTION**

### **9.1 Emergencies**

*Western Power* 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 *Western Power*, can temporarily disconnect the electricity supply to the *Premises* to carry out planned work on the *Electricity Network*.

If this occurs, *We* or the *Network Operator* will:

- a) provide *You* with notice of any planned work as soon as possible; and
- b) ensure the planned work is performed by *Western Power* 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. subject to clause 9.3(c) and section 7.2 of the *Code*, *You* fail to pay *Your* invoice in accordance with clause 6 of these *Commercial Terms*; 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* undertake prohibited activity in contravention of clause 7; or
  - v. *You* fail to provide security when requested to do so in accordance with clause 4.6; 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*, *Ombudsman* or an external dispute resolution body advises *Us* that there is a complaint made to the *Network Operator*, *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 Premises* requires *Life Support Equipment*.
- c) *We* will not disconnect *Your* supply for failure to pay *Your* invoice:
  - i. within 1 *Business Day* after the expiry of the period referred to in the *Disconnection Warning* issued under clause 6.4(b); or
  - ii. if *You* are a *Small-Use Customer*, 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 *Your Premises* does not relate to the invoice (unless *You* have failed to make payments relating to an outstanding supply address that *You* previously occupied)
- d) Nothing in this *Contract* limits *Western Power's*, *CleanTech Energy's*, or *Your* statutory powers in relation to *Emergencies* or safety.

- e) In the event that *Western Power* disconnects or alters the electricity supply to the *Premises*, *We* will be excluded from being held liable for any *Loss* experienced by the *Customer*.
- f) If notified of a disconnection, *We* will, without assuming liability, endeavour to ensure *Western Power* reconnects the electricity supply to the *Premises* as soon as possible.

## 10 OPERATION OF THE ELECTRICITY NETWORK

### 10.1 *Western Power*

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

The *Electricity Network* is operated by *Western Power*, and *We* cannot control the way in which *Western Power* operates 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 *Western Power* is adequately informed of the concern; and
- b) work to ensure that *Western Power* abides by all relevant *Laws* when addressing the concerns which *You* have raised.

## 11 PROTECTED RIGHTS AND LIABILITY

### 11.1 *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*.

### 11.2 *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*.



### 11.3 No liability for interruption to services

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

### 11.4 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 term of this *Contract* by *You*, including:

- a) any:
  - i. Liability suffered by the *Network Operator*; or
  - ii. Liability that the *Network Operator* incurs to a third party in respect of any liability suffered by that third party,  
  
to the extent that such liability results from or is in relation to the negligence or breach of this *Contract* by *You*, *Your Users* or anyone else acting under the control or direction of *You*; and
- b) any Liability that the *Network Operator* may incur to *You* in respect of any liability suffered by *You* in relation to the *Network Operator's* provision of or failure to provide network services.

### 11.5 Trusts

If *Your* ABN on the *Contract* is registered to a *Trust*, then:

- a) *You* enter into, and are bound to the *Contract* both:
  - i. in a personal capacity; and
  - ii. in a capacity as trustee of the *Trust* specified in the *Commercial Terms*; and
- b) *You* warrant to *Us* in respect of the *Trust* that:
  - i. *You* are the only trustee;
  - ii. No action is proposed to remove *You* as trustee;
  - iii. There is no default or there is no reasonable assumption that default might occur during the *Term* under the terms of the *Trust*;
  - iv. *You*, as trustee, have the power to enter into this *Contract*;
  - v. *You*, as trustee, has a right of indemnity out of the *Trust* assets for all liabilities incurred by it under this *Contract*, and the assets of the *Trust* are and will be sufficient to satisfy that right.
- c) By agreeing to the *Contract*, *You* give *Us* permission to obtain personal information relating to *You* and to the *Trust* for the purpose of obtaining a credit score on the *Trust* and on *You* personally, including, but not limited to:
  - i. *Your* full name;
  - ii. *Your* residential address;
  - iii. *Your* driver's license number;
  - iv. *Your* date of birth

## 12 PRIVACY AND PERSONAL INFORMATION

### 12.1 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 an invoice, in which case We may disclose information to a credit reporting agency, but We may not provide information about a default to a credit reporting agency if *You* have made a dispute in good faith under clause 6.2 and the dispute has not yet been resolved.

## 13 INFORMATION

### 13.1 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 *Western Power* 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 or decrease 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.

### 13.2 CleanTech Energy information obligations

We must immediately inform *You* if:

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

## 14 ASSIGNMENT

### 14.1 Assignment by the Customer

- a) You may not assign rights or responsibilities under this *Contract* without *Our* prior written consent.
- b) If You have liquidators appointed and We continue to supply electricity to the *Premises* under this *Contract*, the *Peak Electricity Price* and the *Off-Peak Electricity Price* may each be changed to \$0.333 per kWh.

### 14.2 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.

## 15 FORCE MAJEURE

### 15.1 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 is reasonably practicable, and *We* are not required to perform that obligation for as long as *We* are prevented by that *Event Beyond Our Control*.

## 16 NOTICES

### 16.1 Generally

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

- a) subject to clause 16.1(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 another 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*.

### 16.2 Written notice

Unless otherwise provided in this *Contract*, a notice does not have to be in writing.

A written notice may be delivered by e-mail.

## 17 GST

### 17.1 Definitions used in this clause

- a) In this clause:
  - i. *GST* has the meaning given to that term in the *GST Law*.
  - ii. *GST Law* has the meaning given to that term in *A New Tax System (Goods and Services) Tax Act 1999 (Cth)*.

- iii. "Adjustment Note", "Recipient", "Supply", "Tax Invoice" and "Taxable Supply" have the meanings given to those terms in the *GST Law*.
- b) All sums payable or 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.

## 18 GENERAL

### 18.1 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.

### 18.2 Entire agreement

These *Commercial Terms*, along with the document titled "*CleanTech Energy Electricity Supply Agreement*" and all applicable written *Laws*, represent the entire *Contract* between *You* and *Us* relating to the matters covered by this *Contract*.

### 18.3 Severability

If any term 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*.

### 18.4 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.

### 18.5 Governing Law

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

## 19 INTERPRETATION

### 19.1 General

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

- a) The words *Company*, *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, *Trust*, 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) a reference to a word without a capital letter and/or not in bold or italics, has the same meaning as if it did where the context allows, as stated in clause 19.2; and
- i) headings are included for convenience and do not affect the interpretation of this *Contract*; and
- j) 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
- k) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning; and
- l) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow; and
- m) reference to writing includes any means of representing or reproducing a word in visible form including by electronic means; and
- n) a reference to a liability includes any obligation to pay money and any other *Loss*, cost or expense of any kind; and
- o) reference to a month is to a calendar month and a reference to a year is to calendar year; and
- p) reference to a day is to a calendar day, unless the reference is to a *Business Day*; and
- q) 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
- r) 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
- s) reference to a monetary amount means that amount in Australian currency.

## 19.2 Definitions

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

**Additional Charges** is defined in clause 4.5.

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

**Bundled Contract** means a *Contract* where all *Regulatory Charges* are included in the *Electricity Charges* at the time the *Contract* starts. Increases in *Regulatory Charges* may be passed through at cost as stated on the *Contract*.

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

**Buy-Back** means the rate at which *We* will purchase excess electricity *You* feed back onto the grid. Unless specifically agreed earlier and stated in the *Contract*, no *Buy-Back* amount is payable.

**Change in Law** is defined in clause 4.8.

**Change in Network Access Tariff** is defined in clause 4.9.

**Change in REC Price Notice** is defined in clause 4.4(c).

**Clean Energy Regulator (CER)** is a Government body responsible for the administration of the National Greenhouse and Energy Reporting scheme, Renewable Energy Target and the Emissions Reduction Fund as per the *Clean Energy Regulator Act 2011*.

**Commercial Terms** and **Terms And Conditions** mean this legally binding document, which outlines the *Terms And Conditions* for Us to supply You with electricity. You accept these *Commercial Terms* when You sign the *Contract*.

**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 End Date** is the date that this *Contract* ends, and is stated on the *Contract*.

**Contract Start Date** is defined in clause 3.1.

**Contract** means the same as *Electricity Supply Agreement* and *ESA*, and is the document titled "*CleanTech Energy Electricity Supply Agreement (ESA)*" a legally binding *Contract* between You and Us, of which these are the *Terms And Conditions*.

**Correcting Refund** is defined in clause 6.7(b).

**CPI** is the *Consumer Price Index* and is based directly on Australian Bureau of Statistics published data. The base date for the calculations is the month in which the *Contract* is authorised by both *Parties*.

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

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

**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 invoice in accordance with clause 7.1 of the *Code*, and will explain the complaint handling process that You can use if You disagree with Your invoice.

**Due Date** means the day in which the *Total Amount Payable* must be cleared into Our bank account. A *Late Payment Fee* may be added to a subsequent invoice if less than the *Total Amount Payable* is received by the *Due Date*.

**Early Termination Fee** is defined in clause 3.5

**Electricity Charges** are defined in clause 4.2.

**Electricity Network** means the South West Interconnected System (SWIS).

**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* or a *Regulatory Charge*, and includes, but is not limited to, late payment *Fees* and interest for late payments.

**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.

**Historical Annual Consumption** means the total *Peak Electricity* and *Off-Peak Electricity* consumed at the site over a 12-month period as stated on the *Contract*.

**kWh** or **Kilowatt-Hour** is a unit of energy which is equivalent to 1,000 Watt-hours

**Large-Use Customer** means a *Customer* whose electricity consumption is greater than 160 *MWh* per year.

**Late Fees** are defined in clause 6.4.

**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, agreements and requirements of all government agencies.

**LGCs** are Large-Scale Generation Certificates, the percentage of which is a *Regulatory Charge*.

**Life-Support Equipment** has the same meaning as *Life Support Equipment* in the *Code of Conduct (For the Supply of Electricity to Small Use Customers) 2016 (WA)*

**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*.

**Material Adverse Event** means one or more acts, events or circumstances which increase *Our* costs of performing *Our* obligations under this *Contract* by 5% or more.

**Material Adverse Event Adjustment** is defined in clause 4.12(a).

**Medical Practitioner** has the same meaning as *Appropriately Qualified Medical Practitioner* in the *Code of Conduct (For the Supply of Electricity to Small Use Customers) 2016 (WA)*.

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

**Minimum Consumption Charge** is defined in clause 4.13.

**MWh** or **Megawatt-Hour** is a unit of energy and is equivalent to 1,000,000 Watt-hours.

**Network Access Tariff** means the same as *Network Charges*, and are the fees payable to *Western Power* for the transmission and distribution of electricity.

**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 Electricity Price* specified in the *Contract*, which is payable for the electricity supplied to *You* during any *Off-Peak Period*, and *Off-Peak Rate* has the same meaning.

**Ombudsman** means the Energy and Water Ombudsman.

**Parties** means *You* and *Us*.

**Peak Electricity** is defined in clause 4.2(a).

**Peak Electricity Price** means the *Peak Price* specified in the *Contract*, which is payable for the electricity supplied to *You* during any *Peak Period*, and *Peak Rate* has the same meaning.

**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*.

**REC** means Renewable Energy Certificates, and include *LGCs* and *STCs*, and has the same meaning as in the *Renewable Energy (Electricity) Act 2000*.

**Regulatory Charges** are defined in clause 4.3(a).

**Reminder Notice** means a notice in writing that *We* issue to *You* advising *You* that *You* have not paid *Your* invoice and explaining how *We* may assist *You* if *You* are experiencing payment difficulties in accordance with clause 7.1 of the *Code*.

**Renewal Notice** means the written quote containing new *Electricity Charges* and *Commercial Terms* so that *You* and *We* may enter into a new *Contract* to continue supplying electricity to *You* after the *Contract End Date*.

**Roll-ins** are defined in clause 3.7(a).

**Roll-outs** are defined in clause 3.7(b).

**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.

**STCs** mean Small-Scale Technology Certificates, and has the same meaning as in the *Renewable Energy (Electricity) Act 2000*.

**Step Pricing** means the price payable for the *Electricity Charges* whereby the *Electricity Charges* are varied each year as stated on the *Contract*. Increases in *CPI*, *Network Access Charges* and *Changes in Law* are to be added to the stated rate.

**Supply Charge** is defined in clause 4.2(c).

**Supply Start Date** is defined in clause 3.1.

**Technical Code** means 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)*.

**Term** is defined in clause 3.4.

**Termination Date** is defined in clause 3.3.



**Total Amount Payable** is defined in clause 5.4(g).

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

**Western Power** means the entity who owns and operates the *Electricity Network*, and *Network Operator* has the same meaning.

**Unbundled Contract** means a *Contract* where some of the *Regulatory Charges* are excluded from the *Electricity Charges* as stated on the *Contract*, and are to be passed through at cost to *You*.

**Undercharged Amount** is defined in clause 6.6.

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

**Year 2** means the second year of the contract period, and starts one year after the earlier of the *Contract Start Date* or the *Supply Start Date*. Year 3, Year 4, etc, have subsequent meanings.

**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*.

### 19.3 Simple English

These *Terms And Conditions* are written in a *simple English* style in accordance with the requirements set out in the *Code* and to be easily understood by everyone. 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:
  - i. "do our best" means "use best endeavours";
  - ii. "end", in relation to the *Contract*, means "terminate";
  - iii. "can" means there is a discretion as to whether the thing stated is done or not done; and
  - iv. "will" and "must" both mean the thing stated has to be done.