



Our Ref: INT05-022660

## Westernport Water & Gas

**ABN 63 759 106 755**

### General Terms of Supply of Gas

These are the **General Terms** upon which Westernport Water & Gas (WWG) will supply **Gas** to the Customer. They apply to and form part of any **Contract** between WWG and the Customer for the supply of **Gas** and related matters.

**a) Energy Retail Code not applicable**

WWG are not subject to licensing under the Gas Industry Act 2001 (Victoria) in respect of the supply of **Gas** within the **Area**. These **General Terms**, and the **Contract**, are not subject to the Energy Retail Code published by the Essential Services Commission in August 2004.

**b) Application for Supply**

- a. The Customer must make an application in writing to WWG to supply gas to the supply address.
- b. WWG may accept or reject any *Application for Supply* for any reason in our discretion.

**c) Commencement of Contract and Connection**

- a. The Contract commences if and when WWG accept Your Application for Supply.
- b. As soon as reasonably practicable following commencement of the **Contract** and payment of all fees and costs WWG will *Connect* gas to the *Supply Address*.
- c. Without limiting any other requirements for *Connection*, WWG require as a condition of *Connecting* a newly constructed *Supply Address* or an existing *Supply Address*, and maintaining that *Connection*, that the internal infrastructure of all equipment at the *Supply Address* (including piping, burner nozzles and flues) which will be or is at any time supplied with **Gas** from the **Network** must be compatible with current industry regulations for the provision of LPG in the form of propane and future conversion of the **Network** to the supply of natural gas.

**d) WWG Supply of Gas**

- a. During the term of the **Contract** and subject to clause **Error! Reference source not found.**, WWG will supply **Gas** to the *Supply Address*.
- b. Title to and risk in all **Gas** supplied will pass to *the Customer* when the gas passes out of the *Meter* installed on or in respect of the *Supply Address*;

**e) Tariff**

- a. *Customer* agrees to pay WWG, for *Connection*, for supply of **Gas** and for other goods and services WWG provided pursuant to the **Contract**, and the amounts set out in the applicable **Tariff**.

- b. WWG may amend or replace an existing *Tariff* with the exception of the supply price for Gas at any time by giving *the Customer* notice in writing. The amended *Tariff* will take effect 14 days after notice is given, or later as may be specified in the notice.

**f) Metering and Billing**

- a. WWG will bill *the Customer* for *Connection*, supply of Gas and for any other goods or services provided under the *Contract*.
- b. Subject to clause **Error! Reference source not found.**, WWG will bill *the Customer* once every month, or less frequently as may be agreed in writing at the time WWG accept your *Application for Supply*. WWG will also bill *the Customer* upon or as soon as practicable following *Disconnection*.

- c. Unless WWG have been unable to read *Your Meter* during the period to which the bill relates or any other relevant period, and subject to clause **Error! Reference source not found.**, a bill will (to the extent that it relates to the supply of Gas) be based on the volume of Gas recorded by the *Meter* (or by consecutive readings of the *Meter*).

- d. Each bill that WWG provide to *the Customer*:

1.1.1 will specify or identify:

- a) *Customer* name and account number, the *Supply Address* and any unique identifying mark or number applicable to the relevant *Meter*;
- b) the *Tariff* applicable to goods and services at the time they were provided;
- c) the period or periods to which the bill relates (which may be a period before or after the date of the bill or a combination of both for different goods or services);
- d) whether it is based on a *Meter* reading or is an estimated bill;
- e) if based on a *Meter* reading, the volume of Gas recorded by the *Meter*;
- f) if an estimated bill, the basis (in reasonable detail) for the estimates;
- g) the calculation of the amounts charged by reference to the *Tariff*, the amount of recorded or estimated Gas supplied, and any other goods or services provided or performed by Us under the *Contract*;
- h) any adjustment to previous bills made under clauses **Error! Reference source not found.** or **Error! Reference source not found.**;
- i) the *Payment Date*;
- j) a statement of any amounts unpaid on previous bills and any late payment fees or interest which as been charged on those amounts;
- k) a summary of payment methods and options and the availability of concessions (if any);
- l) a telephone number for billing and payment enquiries and a 24 hour telephone number for faults and emergencies;
- m) if the bill is, or is accompanied by a reminder notice, details of our complaint handling process; and
- n) such other information as WWG may elect or be required by law to provide; and

1.1.2 will be mailed to *the Customers current Billing Address*.

- e. If any bill is an estimated bill, *the Customer* may request a special *Meter* reading and the replacement of the estimated bill with a bill based on that reading. WWG will use reasonable efforts to carry out the reading (subject to any fee specified in the *Tariff*) and provide a replacement or adjusted bill, but if WWG fail to do so *the Customer* must pay the estimated bill in full by the *Payment Date*.

- f. If, after WWG have sent the Customer an estimated bill, WWG are able to read the Meter or otherwise obtain sufficient information to calculate the amount of Gas supplied, WWG will adjust the amount charged in the estimated bill on the next regular bill.
- g. WWG may bill more frequently than the interval provided for in clause **Error! Reference source not found.**, if in WWG's opinion (based on *Customer* payment history or any other matter) it is necessary or desirable for WWG to do so. WWG may in our discretion agree to bill less frequently than the interval applicable to *the Customer* at any time, whether for a definite or indefinite period, but are under no obligation to do so.
- h. *The Customer* must promptly notify WWG of any change in *the Billing Address*.

#### **g) Payment**

- a. Unless clause **Error! Reference source not found.** applies, *the Customer* must pay a bill by the *Payment Date* in accordance with one of the payment methods or options specified in the bill.
- b. WWG may in our discretion agree to allow *the Customer* to withhold payment for any part of the bill which is subject to review or genuinely in dispute. Once the review is completed or the dispute is resolved, and subject to clause **Error! Reference source not found.**, *the Customer* must within 10 *Business Days* pay all amounts withheld.
- c. If *the Customer* does not pay some or all of an amount due under a bill on or before the *Payment Date*, then WWG may in *at our* discretion (and to the extent not prohibited by any applicable laws) charge *the Customer* either or both of a late payment fee, administration fee or interest on outstanding amounts accrue daily at the applicable nominal rate as specified.
- d. Clause **Error! Reference source not found.** does not apply to amounts:
  - 1.1.3 which WWG have agreed may be withheld under clause **Error! Reference source not found.**; and
  - 1.1.4 in relation to which WWG have offered and the Customer has accepted an assistance plan or instalment plan, as referred to in clause **Error! Reference source not found.**.
- e. WWG may at any time in *our* discretion (and whether before or after the commencement of the *Contract*) require the Customer to pay a deposit or advance towards or for goods or services which WWG have provided or may provide under the *Contract*. The amount will be no more than the amount WWG estimate as the likely maximum aggregate amount to be billed to *the Customer* under the *Contract* in any 3 month period. WWG will only deal with the *Refundable Advance* as follows:
  - 1.1.5 by applying it to any amount due and payable under the *Contract* which *the Customer* has not paid;
  - 1.1.6 by refunding the balance, if any, within 10 *Business Days* after termination of the *Contract* or earlier in *our* discretion.
- f. If *the Customer* is experiencing difficulty in meeting any payment obligation under the *Contract*, the Customer may be eligible for an assistance plan or instalment plan which WWG may make available in *our* discretion from time to time. *The Customer* should contact WWG without delay for information about eligibility for such a plan if you anticipate that you may not be able to pay any amount when due.

#### **h) Government tax fees and charges**

- a. As with normal business practice, government fees, charges, imposts and taxes (such as GST) are passed on to you, the Customer.

#### **i) Reviews and Meter testing**

- a. WWG will review a bill if:
  - 1.1.7 *The Customer asks WWG to do so; or*
  - 1.1.8 WWG have reason to believe it may not be accurate or complete.
- b. If *the Customer direct WWG to do so in writing, or if WWG elect to do so, WWG will arrange to test the Meter as part of a review.*
- c. Following the completion of a review WWG will notify the Customer in writing of the outcome of the review.
- d. If WWG become aware (whether through a review or otherwise) that there has been an error in the amounts billed to *the Customer*, WWG will inform the Customer within 10 Business Days of becoming aware of the error and:
  - 1.1.9 if *the Customer* has been overcharged – WWG will repay the amount overcharged in accordance with your reasonable instructions, or if none are given by crediting the amount on the next bill;
  - 1.1.10 if the Customer has been undercharged WWG may recover the amount undercharged from the Customer, but:
    - a) WWG will not recover from you any more than the amount undercharged in the 12 months prior to the date WWG become aware of the error; and
    - b) unless you agree to pay it more quickly, WWG will not recover in any billing period an amount greater than 50% of the amounts otherwise payable under the bill for that period.
- e. Any fee specified in the *Tariff* for or in relation to testing a Meter will not apply if on testing the Meter is found to be reading incorrectly and in our favour by 2% or more.
- f. If the Customer does not agree with the outcome of a review, you may make use of the complaints process referred to in clause **Error! Reference source not found..**

**j) Customer Obligations**

- a. The Customer must use the Gas supplied in a safe and lawful manner.
- b. The Customer must not allow Gas supplied to the *Supply Address* to be used at any other address, and must not re-supply any Gas WWG supply to any other person unless WWG specifically agrees in writing.
- c. The Customer must not take at the *Supply Address* any Gas supplied to another address.
- d. If WWG supply Gas for any particular use or purpose, whether express or implied, the Customer will not apply that Gas to any other use or purpose without WWG prior written consent.
- e. The Customer must not damage, tamper with or bypass, or permit anyone else to damage, tamper with or bypass, the *Meter* or any associated equipment.
- f. The Customer must allow WWG safe, unhindered and convenient access onto and on the *Supply Address* for the purpose of reading the *Meter*, for *Connection* and *Disconnection*, for maintenance, repair or replacement of the *Meter* or any part of the *Network* or for any other reasonable purpose.

**k) Termination of Contract and disconnection**

- a. The *Contract* terminates:

- 1.1.11 if the Customer gives WWG notice of at least 3 *Business Days* that you wish to terminate the *Contract*. If Your *Billing Address* is changing, you must give WWG a new *Billing Address* to forward the final bill;
- 1.1.12 if the Customer defaults in payment of an amount due under the *Contract* (being an amount greater than \$50.00) and:
  - a) WWG have given at least one reminder notice requiring payment of the amount due;
  - b) The Customer has not paid the amount due in full within 10 *Business Days* after the date of the last-dated reminder notice WWG sent to you; and
  - c) WWG give you a notice stating that the *Contract* has terminated;
- 1.1.13 if the Customer is in breach of any one or more of the requirements set out in clauses **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.**, immediately upon WWG giving the Customer a notice stating that the *Contract* has terminated;
- 1.1.14 if the Customer defaults in meeting any other obligation under the *Contract* and:
  - a) WWG have given at least one notice requiring you to cease or remedy the default; and
  - b) The Customer has not ceased or remedied the default within 10 *Business Days* after the date of the last-dated notice WWG sent to you; and
  - c) WWG gives a notice stating that the *Contract* has terminated; or
- 1.1.15 if WWG give 3 months notice to you that WWG will no longer be supplying Gas to the *Supply Address*.

b. Termination of the *Contract* does not bring to an end:

- 1.1.16 Customer obligation to pay WWG for any Gas, for any other goods or services supplied or performed by WWG before the termination and for any other amount becoming due and payable under the *Contract* for any reason whatsoever, whether or not WWG have issued a bill for payment as at the date of termination; and
- 1.1.17 Your obligation to enable WWG to comply with our rights under the *Contract* in relation to *Disconnection*.
- c. Upon or following termination of the *Contract* WWG will attend to *Disconnection* as soon as reasonably practicable in our discretion.

#### I) **Westernport Water & Gas obligations and liability**

- a. WWG will endeavour to maintain *Connection*, and a continuous supply, to the *Supply Address*. However, WWG do not accept responsibility for the quality, frequency or continuity of supply or the suitability of the Gas for any particular use or purpose.
- b. In particular, WWG reserve the right to restrict or interrupt *Connection* or the supply of Gas if one or more of the following occurs:
  - 1.1.18 an Emergency;
  - 1.1.19 any circumstances beyond our control preventing WWG from continuing *Connection* or the supply of Gas.
  - 1.1.20 required scheduled maintenance works. Notification of works will be as per Our Customer Charter.
  - c. When WWG exercise our right to enter the *Supply Address* under clause **Error! Reference source not found.**:
  - 1.1.21 WWG will attempt to give reasonable notice, except in an *Emergency* or if WWG suspect that illegal use of Gas may occur, has occurred or be occurring; and

- 1.1.22 Our representatives will carry or wear official identification and will show it to the Customer or land owner on request.
- d. To the extent permitted by the Trade Practices Act 1974 (Commonwealth) and the Fair Trading Act 1999 (Victoria):
- 1.1.23 *Connection*, supply of Gas and every other good or service provided by WWG pursuant to the *Contract* occurs entirely at your risk. WWG are not responsible for the death of or injury to any person, any damage to or destruction of property, any monetary or financial loss or cost or any liability to any third party which may be suffered or incurred by you or by any other person, arising from any cause or thing, including (but not limited to) WWG negligence or wilful act or omission or the negligent or wilful act or omission of any person for whom WWG are responsible; and
- 1.1.24 WWG exclude all conditions, warranties, representations and undertakings in relation to the condition, suitability, fitness for purpose, quality or safety of all goods and services provided by WWG under or pursuant to the *Contract*.

**m) Complaints and disputes**

- a. WWG will handle any complaint or dispute which you may have in relation to the Contract in accordance with our Customer Charter, as it may be amended or replaced from time to time. The Customer may obtain a copy of the Customer Charter by writing to WWG or by visiting our website [www.westernportwater.com.au](http://www.westernportwater.com.au).

**n) Information and privacy**

- a. WWG are subject to the Privacy Act 1988 (Commonwealth) and are committed to protecting your privacy in accordance with that Act and other applicable laws.
- b. WWG collect personal information from you for the purpose of entering into the *Contract* and providing Gas and other goods and services pursuant to the *Contract*. WWG will store, use and disclose personal information for those purposes and for related purposes, and you acknowledge and agree that WWG may do so.
- c. WWG will also use and disclose personal information about you for the purpose of telling you about our products and services and about other products and services which WWG think might be of interest to you. If you do not want us to use your personal information for that purpose, you may direct us not to and WWG will comply with that direction.

- d. You acknowledge and agree that:

- 1.1.25 WWG may use and disclose your personal information for other purposes permitted or required by statute or by order of any competent court or authority; and
- 1.1.26 WWG may give your personal information to, or seek personal information of or about you from, any credit reporting agency or other provider of credit, goods or services for the purpose of assessing your credit worthiness, credit standing and history and capacity for payment. In doing so WWG will comply with the Privacy Act 1988 (Commonwealth) and every other applicable law.

**o) General**

- a. WWG may amend the terms of the *Contract*, or substitute any other terms, by giving you written notice. That notice may be given at any time, but (except as provided in clause **Error! Reference source not found.**) will not take effect for at least 30 days, or later as may be specified in the notice.
- b. If WWG are required or permitted to give you notice for any purpose, WWG may give you effective notice, without limitation, by posting it to or leaving it at your last known *Billing Address* or at the *Supply Address*.

- c. If you are required or permitted to give us notice for any purpose, you must send it to us by fax, post or e-mail to the addresses specified in the *Application for Supply*, or such updated addresses as WWG may specify in any bill or other notice to you.
- d. The *Contract* is governed by the laws of Victoria. WWG and you submit to the non-exclusive jurisdiction of the Victorian courts.
- e. No waiver by us of any of our rights under or in relation to the *Contract* is effective unless it is recorded in writing and signed by us.

**p) Definitions**

- a. In the *Contract*, unless otherwise required expressly or by the context:
- 1.1.27 **Application for Supply** means the provision by you of information about:
    - a) Your identity (including any identification WWG may reasonably require) and contact details, including a *Billing Address*;
    - b) the address of the premises which you want WWG to supply;
    - c) if you are a tenant of the premises, contact details for the property owner or the owner's agent;
    - d) other information which WWG may require.
  - 1.1.28 **Area** means the area or areas to which the *Network* extends from time to time.
  - 1.1.29 **Billing Address** means the address specified in your *Application for Supply* for WWG to send bills under the *Contract*, or any updated address provided by you pursuant to clause **Error! Reference source not found..**
  - 1.1.30 **Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne.
  - 1.1.31 **Connection** means:
    - a) unless there is an existing *Meter* of a suitable type which relates solely to the *Supply Address*, installation of a *Meter* at the *Supply Address*;
    - b) joining the *Network* at a supply point nominated by us to the *Meter* or other gas installation approved by us at the *Supply Address*; and
    - c) the continuation of such connection during the term of the *Contract*,
    - d) and **Connect** has a corresponding meaning.
  - 1.1.32 **Connection Fee** means an amount specified in the *Tariff* as relating to *Connection*.
  - 1.1.33 **Contract** means the contract between WWG and you for WWG to *Connect* premises and to supply Gas to those premises. It comprises:
    - a) these General Terms;
    - b) the *Tariff*, and
    - c) the information provided in *Your Application for Supply*.
    - d) Unless WWG otherwise agree in writing, it includes no other provisions.
  - 1.1.34 **Disconnection** means one or more of:
    - terminating the connection between the *Network* and the *Meter* at the *Supply Address*;
    - ceasing to supply Gas to the *Supply Address*;
    - providing Gas to the *Supply Address* to a consumer or customer other than you, whichever WWG in Our discretion elect to do.
  - 1.1.35 **Emergency** means any incident or potential incident in which, in our reasonable opinion, health, safety or damage to property has occurred or may occur.
  - 1.1.36 **Gas** means C4 propane, or (if WWG decide in our discretion in the future to provide it) natural gas.
  - 1.1.37 **Meter** means an instrument which measures the quantity of Gas passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of Gas.
  - 1.1.38 **Network** means the network for the reticulation of Gas which WWG own.

- 1.1.39 **Nominal Interest Rate** for a day means:
- a) the rate (expressed as a per annum rate rounded up to 2 decimal places) quoted as the average bid rate on Reuters monitoring system page "BBSY", at 10.30am on that day; or such other rate or method of determining a rate as WWG may specify from time to time.
- 1.1.40 **Payment Date** for a bill means the date specified as such in the bill, being:
- a) in the case of a bill to a residential *Supply Address* which is a first bill for the items to which it relates – not less than 12 *Business Days* after the date of dispatch; and otherwise – a day on or after the dispatch of the bill as determined in our discretion.
- 1.1.41 **Refundable Advance** means any deposit or advance which WWG may require and you must pay under clause **Error! Reference source not found..**
- 1.1.42 **Supply Address** means the address (being an address within the *Area*) specified as such by you in an *Application for Supply*.
- 1.1.43 **Tariff** means:
- a) the list of charges for *Connection*, supply and other goods and services which WWG may provide to *You*, as provided or made available to *You* at or before the time *You* make *Your Application for Supply*;
  - any updated list of charges which WWG may provide to *You* under clause **Error! Reference source not found..**
- 1.1.44 **WWG, Us and Our** is a reference to Westernport Water and Gas the trading name Westernport Region Water Authority and includes its officers, employees, agents, contractors and other authorised representatives.
- 1.1.45 **You and Yours** is a reference to the applicant under an *Application for Supply* or the Customer and includes any other person:
- a) on whose behalf or with whose authority the *Application for Supply* is made; or to whom WWG supply any goods or services pursuant to the *Contract* arising from that *Application for Supply*.

**q) Interpretation**

In the *Contract*, unless otherwise required expressly or by the context:

- 1.1.46 the singular includes the plural and vice versa;
- 1.1.47 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 1.1.48 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 1.1.49 other grammatical forms of defined words or expressions have corresponding meanings;
- 1.1.50 a reference to a document or instrument, including the *Contract*, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 1.1.51 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:  
two or more parties; or a party comprised of 2 or more persons, is made or given and binds those parties or persons jointly and severally;
- 1.1.52 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 1.1.53 if an act must be done on a specified day that is not a *Business Day*, the act must be done instead on the next *Business Day*;
- 1.1.54 if an act required to be done under the *Contract* on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 1.1.55 all monetary amounts are in Australian dollars;

- 1.1.56 a reference to an authority, institution, association or body (“**original entity**”) that has ceased to exist, been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity; and
- 1.1.57 headings are for convenience only and do not affect the interpretation of the *Contract*.