

Carbon Offset Terms and Conditions

For Residential Natural Gas Customers

Effective 9 August 2022



Kleenheat

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1. Parties

We and **Us** means Wesfarmers Kleenheat Gas Pty Ltd (ABN 40 008 679 543), a company registered in Perth with its registered office at Level 14, Brookfield Place Tower 2, 123 St Georges Terrace, PERTH WA 6000, and **Our** has a corresponding meaning. **You** means the person/s taking gas supply from Us at the relevant Supply Address, and **Your** has a corresponding meaning.

2. Application

These Carbon Offset Terms apply if You have opted-in to the Carbon Offset program.

These Carbon Offset Terms will continue to apply until Your participation in the Carbon Offset program comes to an end, as described in clauses 6 and 9.

3. Eligibility

The Carbon Offset program is available to Kleenheat residential natural gas customers.

This includes customers who have signed up under the Monthly Energiser plan, the Monthly Smart Saver plan or Our Standard Form Contract.

4. What is the Carbon Offset program?

The Carbon Offset program provides Kleenheat residential natural gas customers with the opportunity to offset their carbon emissions arising from the supply and use of natural gas by paying an additional amount (**Contribution**) to fund the acquisition and cancellation of carbon offsets.

The carbon emissions covered by the Carbon Offset program comprise:

- the emissions generated by Your use of natural gas at Your residence; and
- other emissions associated with the supply of natural gas to Your home.

Contributions received from participating customers will be used to cover the cost of acquiring and cancelling eligible carbon offsets generated from accredited projects. We may at Our absolute discretion acquire carbon offsets from accredited carbon offset projects of Our choice. You are not able to direct Us to allocate the funds to any particular carbon offset projects or suppliers.

5. Climate Active Certification

Kleenheat's carbon neutral natural gas product has been certified under the Australian Government's Climate Active Carbon Neutral Standard for Products and Services.

You can view Our Climate Active Certification and public disclosure statements by visiting the Climate Active website.

6. How can I participate in the Carbon Offset program?

The Carbon Offset program is voluntary.

If You are an existing customer, You can opt-in to the Carbon Offset program at any time via My Account or by calling Us on 13 21 80.

If You are a new customer, You can also opt-in when You sign up through Our website or by calling Us on 13 21 80 to sign up.

You can opt-out of the Carbon Offset program at any time via My Account or by calling Us on 13 21 80.

7. How is Your Carbon Offset Contribution calculated?

By opting-in to the Carbon Offset program, You agree to pay the Contribution to fund the acquisition and cancellation of carbon offsets.

Your Contribution for each Billing Period will be determined by applying a charge, referred to as the Unit Price, to Your gas usage for the Billing Period.

The Unit Price is Our estimate of the amount (per Unit) that is required to fund the acquisition and cancellation of carbon offsets.

The Unit Price may be varied by Us from time to time to take account of, among other things, the type of projects or carbon offsets We acquire or intend to acquire, and changes in the market price of carbon offsets.

The Unit Price will be published on Our website.

Your Contribution will include a GST component which will not be allocated towards carbon offset projects.

8. Billing and Adjustments

The Contribution will be included in each Bill issued under Your Contract, and will appear as a separate line item on the Bill. The Contribution will be applied to all Bills issued after the date you opt-in and will apply to the entire Billing Period. The Contribution will not be applied to Bills issued after the date you opt-out, except in the case of a prior period adjustment. If the Bill is based on an estimate, the Contribution will be subject to an adjustment once an actual meter read is obtained. You must pay the Contribution by the due date for payment specified in the Bill. If You fail to pay a Contribution, carbon offsetting will not occur.

9. Ending Your participation in the Carbon Offset program

Your participation in the Carbon Offset program will come to an end, and these Carbon Offset Terms will cease to apply, in the following circumstances:

- when You notify Us that You are opting-out of the Carbon Offset program;
- if You move out of the Supply Address (Note: If You wish to continue participating in the Carbon Offset program, You will need to contact Us again to opt-in at Your new Supply Address);
- when Your Contract with Us is terminated;
- if You fail to pay a Contribution by the due date for payment and Kleenheat notifies You that Your participation in the Carbon Offset program has been terminated; or
- if Kleenheat notifies You that the Carbon Offset program has been suspended or terminated, or that You are no longer eligible to participate in the Carbon Offset program.

10. Our liability

The *Competition and Consumer Act 2010* (Cth) (including the Australian Consumer Law) (**CCA**) as well as State and Territory laws provide for certain guarantees and give You other legal rights, in relation to the supply of goods and services from Us. These rights and guarantees cannot be modified nor excluded by any contract. Nothing in these Carbon Offset Terms purports to modify or exclude the guarantees and other legal rights, under the CCA and other laws. Except as expressly set out in these Carbon Offset Terms and the CCA, We make no additional express guarantees, warranties or other representations under these Carbon Offset Terms. Our liability in respect of these guarantees is limited to the fullest extent permitted by law.

The calculation method We use provides an emission estimate only and should not be relied upon as an accurate record of actual emissions. To the fullest extent permitted by law, We accept no liability if the calculation of greenhouse gas emissions relating to Your gas consumption is incorrect or does not accurately reflect actual greenhouse gas emissions attributable to Your gas consumption.

While We have taken reasonable care to ensure that the information on Our website relating to carbon offsetting is correct, that information is subject to change at any time without notice. To the fullest extent permitted by law, We will not be liable to You or anyone else if errors occur in the information on Our website or if that information is not up-to-date.

11. Status of Carbon Offset Terms

These Carbon Offset Terms constitute a contract between You and Kleenheat.

These Carbon Offset Terms are separate to and do not affect Your Contract. Your Contract will continue to apply in accordance with its terms.

The provisions in Your Contract relating to GST, Notices and Information, Complaints and Disputes, Confidentiality and Privacy, and Governing Law will apply to these Carbon Offset Terms as if incorporated and set out in full in this document.

12. Amendment of Carbon Offset Terms

We may amend, delete or introduce any term or condition of these Carbon Offset Terms from time to time. We do not require Your consent to amend these Carbon Offset Terms, but We will notify You of any amendment. If You do not agree with the amendment, You can opt-out of the Carbon Offset program, as described in clauses 6 and 9.



13. Our Contact Details

Postal Address: PO Box 4184, Myaree Business Centre, WA 6960

Business Address: Campus Drive (off Murdoch Drive), Murdoch, Western Australia, 6150

Registered Address: Level 14, Brookfield Place Tower 2, 123 St George's Terrace PERTH WA 6000

Telephone number: 13 21 80

Email (for home): nghome@kleenheat.com.au

Email (for business): ngbusiness@kleenheat.com.au

Website: www.kleenheat.com.au

14. Definitions

Expressions that are defined in Your Contract have the same meaning where used in these Carbon Offset Terms.

In addition:

Carbon Offset program means the carbon offset contribution program described in clauses 4 and 5.

Carbon Offset Terms means these terms and conditions.

Contribution is defined in clause 4.

Unit is the measure of the amount of energy in gas, with one Unit equalling 3.6 megajoules which is the same as 1 kilowatt-hour of electricity.

Unit Price is the amount referred to in clause 7 that will be used to calculate Your Contribution.

Your Contract means the Non-Standard Contract or Standard Form Contract between You and Us for the sale of gas and other services at the Supply Address, and includes any renewal or replacement of that Contract for the same Supply Address.

