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## Daily Construction A Daily Bulletin listing Decisions of Superior Courts of Australia

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### Executive Summary (1 minute read)

**Design Joinery & Doors Pty Ltd v Ipower Pty Ltd (SASC)** - contract - electricity supplied pursuant to oral request not oral contract - defendant liable to pay fair and reasonable value of electricity - appeal allowed



# Benchmark

## Summaries With Link (Five Minute Read)

### **Design Joinery & Doors Pty Ltd v Ipower Pty Ltd [2015] SASC 93**

Supreme Court of South Australia

Blue J

Contract - restitution - plaintiffs' telemarketer and defendant's director had telephone conversation on topic of defendant changing its electricity retailer from its current supplier to plaintiffs and entering contract - plaintiffs sent defendant welcome pack including standard terms applicable to small customers - defendant was not a small customer - plaintiffs subsequently registered as retailer responsible in electricity wholesale market to pay for electricity supplied to defendant's premises - defendant sent letter to plaintiffs stating it wished to terminate energy contract - Magistrate held there was oral contract between parties that incorporated plaintiffs' standard written terms for small customers which because defendant was a large customer, in turn incorporated standard written terms for large customers specifying pricing formula for supply after notice of termination - Magistrate allowed plaintiffs to reopen case to prove their standard terms for large customers and application of pricing formula - defendant appealed - held: Magistrate erred in finding there was oral contract between parties - electricity was supplied pursuant to an oral request - defendant liable to pay fair and reasonable value of electricity - appeal allowed - judgment set aside - judgment entered for plaintiffs for amount of \$55,184.

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