



Draft Decision Deemed Distribution Contract Variations

AusNet Services, CitiPower, Powercor, United Energy and Jemena

2 August 2017



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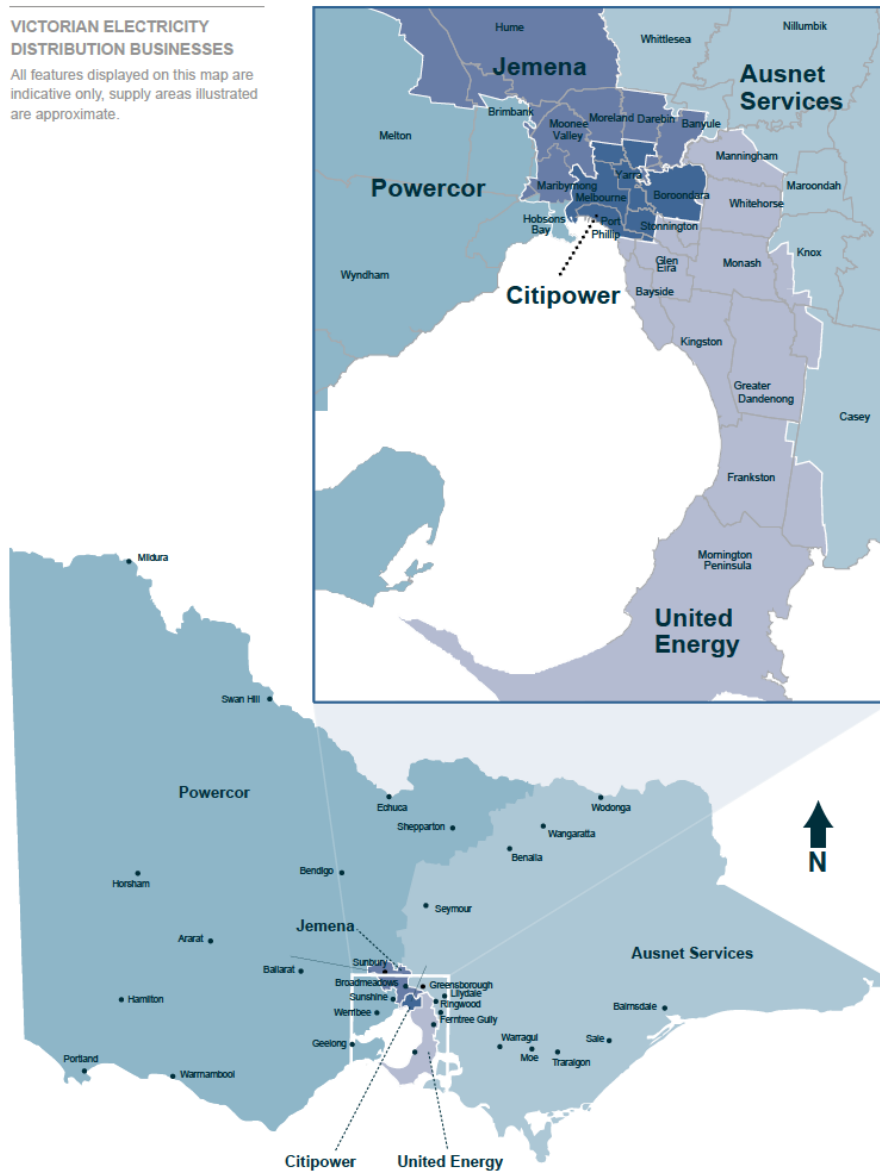
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1. Background

Who delivers electricity to my home?

Energy is delivered to your home by a different business to the one you buy your energy from. Businesses that deliver your energy through pipes, poles and wires are called distributors.

Electricity distributors own, operate and maintain the entire electricity network. Your electricity is delivered by one of five distributors in Victoria – AusNet, United Energy, Jemena, CitiPower or Powercor. Each one is responsible for delivering electricity to a different part of the State. Where you live determines which distributor brings electricity to you. The map below shows where these distributors operate.



What is a deemed distribution contract?

You have a contract with one of the five distributors to provide electricity to your home. This contract describes the obligations that distributors have in delivering electricity to you. These contracts also include obligations that you have to your distributor. Very few customers have tailored contracts with their distributors because most Victorians are placed on a standard contract – these are known as ‘deemed distribution contracts’. All deemed distribution contracts must be approved by the Commission.

What are my obligations under a deemed distribution contract?

Currently, the terms and conditions of these contracts generally cover:

- obligations for *distributors* to follow the energy rules (as set out in the *Electricity Distribution Code*), such as:
 - operating the network to certain levels of ‘quality of supply’ and ‘reliability’
 - providing service to customers at set standards (known as ‘guaranteed service levels’), and
 - taking reasonable steps for customers who have life support equipment.
- obligations for *customers*, such as:
 - installing and maintaining the electrical equipment and devices in your home according to Australian standards and laws
 - not exceeding your demand for electricity above certain levels, and
 - acknowledging that the energy rules allow a distributor to interrupt the supply of electricity to your home in certain situations.

These contracts do not cover issues related to connecting your home to the electricity network. Connection issues are covered under different contracts approved by the Australian Energy Regulator (the national regulator) and according to the National Electricity Rules.

Can the terms and conditions of deemed distribution contracts change?

Distributors can apply to the Commission to change the terms and conditions of their deemed distribution contracts at any time. Any changes to these contracts must have our approval before the distributor can apply it to their customers.¹

None of the deemed distribution contracts have been changed since they came into effect. The current deemed distribution contracts for AusNet², United Energy and Jemena³ came into effect on

¹ The Commission has powers to approve these contracts under section 40A(2) of the *Electricity Industry Act 2000*.

² Formerly TXU Electricity Limited

³ Under the name AGL Electricity Limited

1 August 2002. CitiPower and Powercor's deemed distribution contracts came into effect on 11 January 2007.

The five electricity distributors recently proposed changes to their deemed distribution contracts to the Commission. The proposed changes include obligations for customers when they install solar panels or battery storage systems and also include consequences where customers illegally and improperly obtain energy from the electricity network.

This paper provides further detail of these proposed changes to deemed distribution contracts. We also present our draft decision to approve these changes. Because this is our draft decision, we seek written submissions from stakeholders and the public to inform our final decision in September 2017.

2. Requests for changes to the current deemed distribution contracts

AusNet, CitiPower, Powercor, United Energy and Jemena have each asked the Essential Services Commission to approve a number of changes to their deemed distribution contracts. The distributors proposed the following changes:

- to remove references to old entities and legislation
- to make them easier to understand⁴
- to align the contracts with the current energy rules for connecting customers to the electricity network, and
- to include obligations for customers with generators, such as solar PV, and battery storage systems.

These changes are set out in appendix one.

The Commission's power to approve

The Commission must approve the terms and conditions of a deemed distribution contract⁵ before the contract applies to customers.

⁴ This also includes removing unnecessary tariff information in the deemed distribution contracts with CitiPower and Powercor.

⁵ Under section 40A(2) of the *Electricity Industry Act 2000*

3. Proposed changes to the deemed distribution contracts

Overall, the proposed contracts are similar to the current deemed distribution contracts and the Electricity Distribution Code. In most cases, they are technical changes which update references to legislation and entities, and make obligations easier to understand. However, the five distributors also propose two major changes to their deemed distribution contracts regarding solar and energy storage and the wrongful or illegal electricity use. We discuss these proposed changes in this chapter.

Obligations for customers with solar and battery storage systems

If you own and operate a generator that is connected to the grid, you will have two separate contracts with your distributor – a connection contract and a deemed distribution contract.

You must apply to your distributor before connecting a generator (such as a solar PV system) to the grid. You must also apply to your distributor if you want to increase the size (or capacity) of your generator, add energy storage (such as a battery system), or disconnect your system from the grid. Customers with solar and battery storage systems are currently obligated to do this under the *National Electricity Rules* and the connection contract with their distributor.

Distributors are proposing to include these customer obligations in their deemed distribution contracts. They consider this contract change will remind customers to engage with them before installing solar or battery systems, which helps them to better manage the operation the grid. The distributors also propose obligations for themselves, restraining your distributor from unreasonably turning down your application to connect a generator to the grid.

We consider these proposed changes as acceptable on the basis they reflect existing obligations which currently exist under the *National Electricity Rules* and in your connection contract.⁶ However, we invite you to provide feedback on these changes, including on whether you consider additional barriers may arise for customers wishing to install solar and battery systems.

⁶ Electricity connection services for micro-embedded generators are regulated under Chapter 5A of the *National Electricity Rules*. Additionally, clause 9.2(a) of the Electricity Distribution Code requires customers to inform their distributor of changes to their connection.

Consequences for improperly using or taking electricity from the grid

You are prohibited from wrongfully using or illegally taking electricity from the grid. Wrongful use of electricity can cause damage to equipment (such as meters), or create interferences in the grid.

Distributors propose amending their deemed distribution contracts to set out the consequences for customers who wrongfully or illegally use electricity. This includes allowing distributors to:

- estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against the customer for that amount; and
- undertake (or agree for customers to undertake) any necessary repairs at the customer's cost; and
- arrange for immediate disconnection for the premises.

It also makes it clear that distributors can take court action against customers if they wrongfully or illegally use electricity.

The proposed changes reflect industry practice and provide for national consistency. For example, distributors currently seek damages for a breach of contract when electricity is illegally used.

Further, the *National Energy Retail Rules* (which do not apply in Victoria) sets out consequences for a customer's wrongful or illegal use of electricity.

On this basis, we consider the proposed changes are reasonable and should be incorporated into the deemed distribution contracts. We invite you to comment on these proposed changes, including on how you consider these changes will affect customer rights, or interact with existing processes.

4. Draft Decision

We propose to approve the deemed distribution contracts proposed by AusNet Services, Citipower, Powercor, United Energy and Jemena. Before we reach a final decision, we will take into account submissions or comments on the proposed changes to the deemed distribution contract. Our process for consultation is outlined in the next chapter.

The updated deemed distribution contracts, if approved by the Commission, will apply to customers when the distributors publish the deemed contracts in the Victoria Government Gazette.

5. Consultation

Submissions

We invite written submissions from anyone interested in this draft decision. We will consider all comments when making our final decision.

Submissions should be made by close of business on 25 August 2017 by email or post, noting our preference that submissions are made by email:

By email: energy.submissions@esc.vic.gov.au

By post: Essential Services Commission
Level 37, 2 Lonsdale Street
Melbourne VIC 3000

Submissions will be published on our website, except for any information that is commercially sensitive or confidential. Submissions should clearly identify which information is sensitive or confidential.

If you have any questions about this consultation, please contact us on (03) 9032 1300.

Our approach to consultation is set out in our Charter of Consultation and Regulatory Practice (2012).

Final decision and commencement

Once we have received and considered the submissions made, we intend to make a final decision about the proposed deemed distribution contracts by the end of September 2017.

Appendices

1. Summary of proposed changes to deemed distribution contracts
2. Proposed deemed distribution contract – AusNet Services
3. Proposed deemed distribution contract – CitiPower
4. Proposed deemed distribution contract – Powercor
5. Proposed deemed distribution contract – United Energy
6. Proposed deemed distribution contract – Jemena

Appendix 1 – Summary of proposed changes to deemed distribution contracts

The following appendix describes the proposed changes by distributors to deemed distribution contracts. The noted changes are for the deemed distribution contracts of AusNet, CitiPower, Jemena, Powercor and United Energy.

Table 1 describes the proposed changes by distributors to the clauses and terms compared to in current deemed distribution contracts.

Table 1 Proposed changes to current deemed distribution contracts

Proposed contract clause	Current contract clause
<p>PREAMBLE</p> <p>This contract is about the services which cover connection of your premises to our distribution system, and the energy supplied to the premises. These services are called “customer connection services”.</p> <p>In addition to this contract, we are required to comply with energy laws and other consumer laws in our dealings with you.</p> <p>You also have a separate contract with your retailer dealing with the sale of energy to the premises.</p> <p>More information about this contract and other matters is on our website [<i>website link</i>]</p>	<p>INTRODUCTION</p> <p>These standard terms and conditions for electricity distribution are published under section 40A of the Electricity Industry Act 2000 (the Act) and have been approved by the Commission.</p> <p>These terms and conditions take effect on the date they are published in the Government Gazette in accordance with the Act. Unless clause 2.2 applies, they form a contract that is binding on us, [<i>Company name</i>], and you, the customer, for the period specified in clause 3.</p> <p>This contract sets out:</p> <ul style="list-style-type: none"> • the terms and conditions on which we will maintain the connection of your supply address to our distribution system; and • certain rights and obligations relating to the supply of electricity to your supply address.
<p>1 THE PARTIES</p> <p>This contract is between:</p> <p>[<i>Company name</i>] [<i>ABM</i>] who provides you with customer connection services at the premises (in this contract referred to as “we”, “our” or “us”); and</p> <p>You, the customer to whom this contract applies (in this contract referred to as “you” or “your”).</p>	<p>2. APPLICATION OF THIS CONTRACT</p> <p>2.1 Who are the parties?</p> <p>Unless clause 2.2 applies, this contract binds [<i>Company name</i>] [<i>ABM</i>], (referred to as ‘us’, ‘we’, ‘our’ or the ‘distributor’) and any customer who is a customer of a retailer to which we distribute or supply electricity. (referred to as ‘you’, ‘your’ or the ‘customer’).</p>

Proposed contract clause	Current contract clause
<p>2 DEFINITIONS AND INTERPRETATION</p> <p>The meaning of words which appear in <i>bold and italics</i> in this contract is explained in Schedule 1 – Glossary.</p>	<p>1 DEFINITIONS AND INTERPRETATION</p> <p>1.1 Defined terms</p> <p>The meaning of words which appear in <i>bold and italics</i> in this contract is explained in Schedule 1 - Glossary</p>
<p>3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?</p> <p>3.1 These are our terms and conditions</p> <p>This contract sets out the terms and conditions for the <i>deemed distribution contract for customers</i> under the Electricity Industry Act 2000 (Vic).</p> <p>3.2 Does this contract apply to you?</p> <p>This contract applies to you if your <i>premises</i> are connected to our distribution system, and you do not have another customer connection contract with us for those <i>premises</i>.⁷</p>	<p>2.2 When does this contract not apply?</p> <p>This contract does not apply to you in relation to a particular <i>supply address</i> if you do not have a <i>retailer</i> or if you have a separate written agreement with us that deals with a provision that is covered by this contract to the extent of the inconsistency.</p> <p>If there is any inconsistency between a provision in this contract and a provision in the separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency</p>
<p>3.3 What if I need a new connection?</p> <p>If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the <i>National Electricity Rules</i>. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.</p>	<p>No equivalent contract term.</p> <p>Refer to chapter 5A: Electricity Connection for Retail Customers, <i>National Electricity Rules</i>,</p>
<p>4 WHAT IS THE TERM OF THIS CONTRACT?</p> <p>4.1 When does this contract start?</p> <p>(a) If your premises are already connected to our distribution system, this contract starts on <i>[date of gazetta]</i> (and replaces any previous deemed electricity distribution contract).</p>	<p>3. DURATION OF THIS CONTRACT</p> <p>3.1 When does this contract start?</p> <p>(a) This contract starts on the date specified in the Introduction on page 1, if your <i>supply address</i> is already <i>connected</i> to our <i>distribution system</i> then.</p> <p>(b) If you or your <i>retailer</i> request <i>connection</i></p>

⁷ United Energy proposes different wording as “This contract does not apply to you in relation to a particular premises to the extent that you have a separate written agreement with us that deals with a matter that is covered by a provision of this contract, to the extent of any inconsistency. If there is any inconsistency between a provision of this contract and a provision of the separate written agreement you have with us, the provision of the separate written agreement will prevail to the extent of the inconsistency.”

Proposed contract clause	Current contract clause
<p>(b) If you or your retailer request connection or reconnection of your premises, this contract starts on the date that you start to take supply of energy at those premises.</p>	<p>or reconnection of a supply address after that date, this contract starts on the date that supply address is connected or reconnected to our distribution system.</p>
<p>4.2 When does this contract end?</p> <p>(a) This contract ends:</p> <ul style="list-style-type: none"> (i) if your retailer notifies us that the supply of energy to the premises is to be disconnected (a ‘termination notice’)—subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business 2 days notice even if you have vacated the premises earlier; or (ii) if you start receiving supply of energy for the premises under a different customer connection contract—on the date that contract starts; or (iii) if a different customer starts receiving supply of energy for the premises—on the date the connection contract of that customer starts; (iv) if we both agree to a date to end the contract – on the date that is agreed; or (v) 10 business days after we disconnect the premises under the energy laws, if you have not within that period asked your retailer to reconnect the premises and met the requirements in the energy laws for reconnection. <p>(b) If your retailer gives us a termination notice but you do not give safe and unhindered access to your premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.</p> <p>(c) Rights and obligations accrued before the end of this contract continue despite the</p>	<p>3.2 When does this contract end?</p> <p>This contract will end on the earlier of:</p> <ul style="list-style-type: none"> (a) the date we disconnect your supply address from our distribution system; or (b) the effective date of any new terms and conditions published by us in accordance with section 40A of the Act. <p>The ending of this contract will not affect any rights you have against us or we have against you which accrued prior to the ending of this contract or which otherwise relate to or may arise in future from any breach or non-observance of the provisions of this contract which occurred prior to the ending of this contract.</p>

Proposed contract clause	Current contract clause
<p>end of this contract.</p>	
<p>5 SCOPE OF THIS CONTRACT</p> <p>5.1 What is covered by this contract?</p> <p>(a) Under this contract we agree to provide customer connection services at the premises.</p> <p>We also agree to meet other obligations set out in this contract and to comply with the energy laws.</p> <p>(b) Charges for customer connection services will be billed under your contract with your retailer.</p> <p>5.2 Sale of energy not covered by this contract</p> <p>This contract does not cover the sale of energy to your premises. This is the role of your retailer.</p> <p>5.3 Services and your connection point</p> <p>(a) We must provide, install and maintain equipment for the provision of customer connection services at your premises safely and in accordance with the energy laws.</p> <p>(b) Our obligations extend up to the connection point where energy is to be supplied to the premises (as defined by us) and not beyond.</p> <p>5.4 Guaranteed service levels</p> <p>(a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the Electricity Distribution Code. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.</p> <p>(b) Nothing in this contract limits our obligations to make payments in accordance with the applicable GSL scheme.</p>	<p>4. SCOPE OF THIS CONTRACT</p> <p>4.1 What does this contract cover?</p> <p>This contract sets out or incorporates the rights and obligations of you and us relating to the way in which network services and excluded services will be provided to your retailer to supply to you in respect of your supply address, unless you have a separate contract with us in respect of these matters.</p> <p>4.2 What is not covered?</p> <p>This contract does not cover:</p> <p>(a) the sale of electricity to you (this is covered by the contract between you and your retailer);</p> <p>(b) any work carried out by us to connect your supply address to our distribution system (this would be covered by a separate contract between you and us);</p> <p>(c) the supply of any excluded services which are the subject of a separate agreement between you and us;</p> <p>(d) any work carried out by us to increase the capacity of a supply point (this would be covered by a separate contract between you and us).</p> <p>4.3 Provision of services</p> <p>Our network services, and some excluded services, are provided to your retailer who will supply these services to you (unless you have a separate agreement with us in respect of these services). We may supply some excluded services to you directly. This contract gives you certain contractual rights in relation to attributes of or incidental to, all those</p>
<p>6 YOUR GENERAL OBLIGATIONS</p> <p>6.1 Full information</p>	<p>No equivalent contract term.</p>

Proposed contract clause	Current contract clause
<p>You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.</p>	
<p>6.2 Updating information</p> <p>You must promptly:</p> <ul style="list-style-type: none"> (a) inform your retailer or us of any change to your contact details; and (b) inform your retailer or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing customer connection services at the premises; and (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of energy to the premises or the premises of any other person; and (d) inform either your retailer or us of any permanent material change to the energy load or pattern of usage at the premises. 	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and clause 9.2 of the Electricity Distribution Code, as follows:</p> <p>A customer must inform its distributor or its retailer as soon as practicable if there is any:</p> <ul style="list-style-type: none"> (a) proposed change to wiring or plant or equipment in the customer's electrical installation which may affect the quality of the supply of electricity to any other person; (b) change to the major purpose for which the electricity is used at the customer's supply address; (c) change affecting access to a distributor's equipment located at the customer's supply address. (d) major change to the amount of electricity likely to be used by the customer at the customer's supply address.
<p>6.3 Your obligation to comply with energy laws and our requirements</p> <p>You must comply with:</p> <ul style="list-style-type: none"> (a) the energy laws relating to the provision of customer connection services we provide to your premises under this contract; (b) our reasonable requirements under the energy laws, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you 	<p>5 COMPLIANCE WITH THE DISTRIBUTION CODE AND THE ELECTRICITY LAW</p> <p>6 TECHNICAL AND OPERATIONAL ISSUES</p> <p>6.1 Our technical requirements</p> <p>You must ensure that your electrical installation complies with, and is installed and maintained in accordance with:</p> <ul style="list-style-type: none"> (a) all applicable Australian Standards; (b) Electricity Safety Act 1998 and the regulations made under it; and (c) any other technical requirements

Proposed contract clause	Current contract clause
<p>provide and maintain at your premises any reasonable or agreed facility required by us to provide customer connection services to the premises; and</p> <p>(c) the obligations imposed on customers under the Electricity Distribution Code issued by the ESC (and if there is any inconsistency between the Electricity Distribution Code and this contract, the Electricity Distribution Code prevails).</p>	<p>reasonably required by us (including, without limitation, our Service & Installation Rules to the extent that they apply to your electrical installation).</p>
<p>6.4 Life support equipment</p> <p>(a) If a person living at your premises requires life support equipment, you must register the premises with your retailer or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.</p> <p>(b) You must tell us or your retailer if the life support equipment is no longer required at the premises.</p> <p>(c) If the premises are registered as having life support equipment, we must give you:</p> <ul style="list-style-type: none"> (i) general advice that there may be a planned or unplanned interruption to the supply of energy to the premises; and (ii) at least 4 business days notice in writing of any planned interruptions to the supply of energy to the premise (the 4 business days to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and (iii) information to assist you to prepare a plan of action in case of an unplanned interruption; and (iv) an emergency telephone contact number. 	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clause 5.6 of the Electricity Distribution Code, as follows:</p> <p>5.6 Special needs</p> <p>5.6.1 Where a <i>customer</i> or a <i>retailer</i> provides a <i>distributor</i> with confirmation from a registered medical practitioner or a hospital that a person residing at the <i>customer's supply address</i> requires <i>Life Support Equipment</i> the <i>distributor</i> must:</p> <ul style="list-style-type: none"> (a) register the supply address as a Life Support Equipment supply address; (b) not disconnect supply to the customer's supply address while the supply address remains registered as a Life Support Equipment supply address; and (c) give the customer: <ul style="list-style-type: none"> • at least 4 business days written notice of any planned interruption to supply at the supply address (the 4 business days to be counted from the date of receipt of the notice), unless a longer period of notice is requested by the customer and provided that

Proposed contract clause	Current contract clause
	<p>the longer period of notice:</p> <ul style="list-style-type: none"> - is reasonably necessary; and - can be accommodated by the distributor, <ul style="list-style-type: none"> • advice to assist the customer to prepare a plan of action in case an unplanned interruption should occur; and • an emergency telephone contact number. <p>5.6.2 A customer whose supply address has been registered by a distributor in accordance with clause 5.6.1, must inform the distributor or the customer's retailer if the person for whom the Life Support Equipment is required vacates the supply address or no longer requires the Life Support Equipment. The distributor may then cancel the registration of the supply address as a Life Support Equipment supply address.</p> <p>5.6.3 At least once in each year a distributor must take all reasonable steps to ensure the accuracy and completeness of its register kept under clause 5.6.1(a).</p>
<p>6 YOUR GENERAL OBLIGATIONS</p> <p>6.5 Obligations if you are not an owner</p> <p>If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the contract (Compliance with the Distribution Code and the Electricity Law) to clause 1.5 of the Electricity Distribution Code</p> <p>1.5 A tenant's obligations</p> <p>1.5.1 Where a domestic customer has been advised of non-compliance with this Code in accordance with clause 11.2.2 and is unable to remedy the non-compliance as they are not the owner for the supply address, the customer</p>

Proposed contract clause	Current contract clause
	<p>must use best endeavours to have the owner or other person responsible for the supply address fulfil the obligation.</p> <p>1.5.2 On request, the customer must provide the distributor with evidence that they have notified the owner, or other person responsible, of the non-compliance and of the requirement to comply with this Code.</p>
<p>6.6 Generators including solar panels</p> <p>(a) If you have a generator connected to our distribution system at the premises, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of energy under this contract including but not limited to your obligations under the Electricity Distribution Code.</p> <p>(b) If you no longer want to keep a generator at the premises connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.</p> <p>(c) If you want to connect a generator (for example, a solar panel) at the premises to our distribution system for the purpose of exporting energy, or any other purpose, you must apply for a connection service under the National Electricity Rules. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.</p> <p>(d) If you want to increase the capacity of your embedded generator at the premises or add any energy storage equipment connected to a micro embedded generator, you must apply to us for an increase in capacity so that we can assess whether or not to approve your application. We will be reasonable in our assessment of any application for an increase in</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clauses 9.2 (Customer’s obligations) and 9.3 (planning information) of the Electricity Distribution Code, as follows:</p> <p>9.2 A customer must inform its distributor or its retail as soon as practicable if there is any proposed change to wiring or plant or equipment in the customer’s electrical installation which may affect the quality of the supply of electricity to any other person.</p> <p>9.3.1 A customer, embedded generator or retailer must, on request from a distributor, provide details of loads connected or planned to be connected to the distribution system which are required for the purpose of the distributor planning its distribution system, including:</p> <ul style="list-style-type: none"> (a) the location of load in the distribution system; (b) existing loads; (c) existing load profile; (d) changes in load scheduling; (e) planned outages; (f) forecasts of load growth; (g) anticipated new loads; and (h) anticipated redundant loads. <p>Refer also to clause 5.5(i) of the Model Standing Offer for Basic</p>

Proposed contract clause	Current contract clause
<p>capacity and we will not unreasonably withhold our approval.⁸</p>	<p>Connection.Services for Retail Customers who are Micro Embedded Generators</p> <p>5.5 Your ongoing responsibilities while your micro embedded generator remains connected</p> <p>For as long as the micro embedded generator remains connected to our distribution system at the premises you must:</p> <ul style="list-style-type: none"> (i) seek our pre-approval in writing prior to altering the micro embedded generator capacity or, if applicable, any approved export limit amount so that we can assess the ability of our distribution system, and your connection to our distribution system, to meet any additional requirements arising from that alteration; (l) comply with any reasonable requirement we make in relation to the installation of additional equipment, specifically batteries, on or in connection with the micro embedded generator⁹ that we may specify as being necessary to ensure the safe and reliable operation of our distribution system.
<p>6.7 Equipment</p> <p>(a) None of the equipment and assets that we install at your premises, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises and we may remove them after disconnection</p>	<p>6.2 Our equipment on your premises</p> <p>None of the equipment and assets that we install at your supply address, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the supply address and we may</p>

⁸ United Energy proposes “equipment connected to a micro embedded generator” to be substituted for “equipment at the premises”.

⁹ Micro-embedded generator is defined as ‘an embedded generating unit of the kind contemplated by AS 4777 (grid connection of energy systems via inverters)’. AS 4777 uses the term ‘inverter energy system’ which is defined as “a system comprising of one or more inverters together with one or more energy sources (which may include batteries for energy storage) and controls...’.

Proposed contract clause	Current contract clause
<p>of your electricity supply at the premises. Your obligations in respect of our equipment and assets will continue after this contract ends.</p> <p>(b) Your equipment at the premises connected to our distribution system must have a nominal rating within the nominal voltage supply range for the connection point.</p>	<p>remove them after disconnection of your supply address. Your obligations in respect of our equipment and assets will continue after this contract ends.</p> <p>6.3 Your equipment on your premises Your equipment at your supply address connected to the distribution system must have a nominal voltage rating within the nominal voltage supply range for the supply point</p>
<p>6.8 Maximum allocated supply capacity</p> <p>You must ensure that the demand of electricity taken at your premises does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:</p> <ul style="list-style-type: none"> - 40 amperes for customers on SWER lines or customers supplied from single phase substations; - 63 amperes in aggregate across all phases elsewhere in the distribution network;¹⁰ and - the rating of the smallest component of the distribution system used solely to supply electricity to your premises. <p>Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.</p>	<p>6.4 Your maximum allocated capacity</p> <p>You must ensure that the demand for electricity at your supply address does not exceed maximum allocated capacity. Your maximum allocated capacity is:</p> <ul style="list-style-type: none"> (a) 40 amps for a single phase connection; or (b) otherwise, the rating of the smallest component of the distribution system used solely to supply electricity to your electrical installation, unless otherwise advised by us directly or via your retailer. <p>If you wish to increase your maximum allocated capacity, we may be entitled to charge you for the cost of any necessary works, as provided for in our customer contribution policy.</p>
<p>7 WRONGFUL AND ILLEGAL USE OF ENERGY</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and</p>

¹⁰ CitiPower and United Energy propose '100 amperes per phase elsewhere in the distribution network', to reflect their different customer base.

Proposed contract clause	Current contract clause
<p>7.1 Illegal use of energy or interference</p> <p>You must not and must take reasonable steps to ensure others do not:</p> <p>(a) illegally use energy supplied to the premises; or</p> <p>(b) interfere or allow interference with any of our equipment at the premises, except as may be permitted by law; or</p> <p>(c) use the energy supplied to your premises or any energy equipment in a manner that:</p> <p>(i) unreasonably interferes with the connection or supply of energy to another customer; or</p> <p>(ii) causes damage or interference to any third party; or</p> <p>(d) use customer connection services provided by us in a way that is not permitted by law or this contract; or</p> <p>(e) tamper with, or permit tampering with, any meters or associated equipment.</p> <p>7.2 Consequences for wrongful or illegal use</p> <p>If you do not comply with clause 7.1 above, we may, in accordance with the energy laws take any or all of the following actions:</p> <p>(a) estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against you for that amount; and</p> <p>(b) undertake (or agree that you undertake) any necessary rectification work at your cost; and</p> <p>(c) arrange for the immediate disconnection of the premises.</p>	<p>the Electricity Law) and to clauses 3.3 and 12.5 of the Electricity Distribution Code, as follows:</p> <p>3.3 Distributor’s equipment on customer premises</p> <p>3.3.1 A customer must:</p> <p>(a) not interfere, and must use best endeavours not to allow interference with the distributor’s distribution system including any of the distributor’s equipment installed in or on the customer’s premises;</p> <p>12.5 Illegal supply</p> <p>A distributor may disconnect supply to a customer’s supply address immediately if:</p> <p>(a) the supply of electricity to a customer’s electrical installation is used other than at the customer’s premises, except in accordance with the Act;</p> <p>(b) a customer takes at the customer’s supply address electricity supplied to another supply address;</p> <p>(c) a customer tampers with, or permits tampering with, the meter or associated equipment; or</p> <p>(d) a customer allows electricity supplied to the customer’s supply address to bypass the meter.</p>
<p>8 OUR LIABILITY</p> <p>8.1 Quality or reliability of supply</p> <p>(a) You acknowledge that:</p> <p>(i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents,</p>	<p>8. LIABILITY</p> <p>8.4 Quality and reliability of supply</p> <p>You acknowledge that:</p> <p>(a) the quality and reliability of the supply of electricity to your supply address is subject to a variety of factors which may be beyond our control, including but not</p>

Proposed contract clause	Current contract clause
<p>emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a relevant authority;</p> <p>(ii) we can interrupt or limit the supply of electricity to your premises in accordance with the energy laws; and</p> <p>(iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.</p> <p>(b) You must, if you are a business customer, take reasonable precautions to minimise the risk of any loss or damage to your equipment, premises or business which may result from poor quality or reliability of supply.</p> <p>8.3 Limitation of statutory liability</p> <p>To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.</p>	<p>limited to, accident and emergencies, weather conditions, vandalism, system demand, the technical limitations of our network and the acts of other persons, including customers, electricity generators, transmission companies and system controllers;</p> <p>(b) we can interrupt or limit the supply of electricity to your supply address in accordance with the Electricity Law; and</p> <p>(c) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.</p> <p>8.5 You must take precautions</p> <p>If you are a business customer you must take reasonable precautions to minimise the risk of loss or damage to your equipment, premises or business which may result from voltage variations.</p> <p>8.2 Limitation of statutory liability</p> <p>To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this contract and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.</p>
<p>8.2 When we are not liable</p> <p>(a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the energy laws if, and to the extent that,</p> <p>(i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the energy laws including but not limited to sections 119 and 120 of the National Electricity Law (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned</p>	<p>8.1 When the parties are not liable</p> <p>Subject to clause 8.3:</p> <p>(a) a party to this contract is not liable for any failure to comply with this contract or the Electricity Law, as the case may be, if and to the extent that:</p> <ul style="list-style-type: none"> that party is relieved from performance of, or liability in respect of, any of our obligations by the operation of section 117 of the Act, section 78 of the National Electricity Law or any other provision of the Electricity Law (and, for the avoidance of doubt, nothing in this

Proposed contract clause	Current contract clause
<p>above); or</p> <p>(ii) the failure to comply arises as a result of the other party's breach of this contract or the energy laws or (subject to the other party's compliance with its relevant obligations under the Electricity Distribution Code) by a force majeure event.</p> <p>(b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the energy laws if, and to the extent that, you have not complied with clause 8.1(b).</p>	<p>contract varies the operation of any such provision);</p> <ul style="list-style-type: none"> the failure to comply arises as a result of the other party's breach of this contract or the Electricity Law or (subject to the other party's compliance with its relevant obligations under the Distribution Code) by a force majeure event; or <p>(b) we will not breach this contract or the Electricity Law and are not liable for any failure to comply with this contract or the Electricity Law, as the case may be, if and to the extent that you have not complied with clause 8.5.</p> <p>Paragraphs (a) and (b) above are not exhaustive and do not limit or diminish other reasons why a party may not be liable to the other party.</p>
<p>8.4 Our liability under the Competition and Consumer Act</p> <p>The Competition and Consumer Act 2010 and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:</p> <p>(a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and</p> <p>(b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).</p>	<p>8.3 Our liability under the Trade Practices Act, etc.</p> <p>The <i>Trade Practices Act 1974</i> and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:</p> <p>(a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and</p> <p>(b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).</p>
<p>11 OUR CHARGES</p> <p>11.1 Payment</p> <p>The amounts you are billed under your contract with your retailer include our charges for customer connection services.</p> <p>11.2 Determination of our charges</p>	<p>CLAUSE 7 CHARGES</p> <p>7.1 What are our charges?</p> <p>We do not bill you for our network services, and certain excluded services we provide to your retailer, which services your retailer provides to you. We bill your retailer under our Use of System Agreement with your retailer.</p>

Proposed contract clause	Current contract clause
<p>We will determine our charges for a billing cycle in accordance with the energy laws.</p> <p>11.3 Tariff requirements</p> <p>(a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of energy to your premises or a supply service, we must detail those conditions in our approved annual pricing proposal.</p> <p>(b) You must comply with any conditions referred to in paragraph (a).</p> <p>(c) You agree that we may assign or reassign any tariff or any component thereof by applying the criteria approved by the AER.¹¹</p>	<p>However, if there is a separate agreement about our services between you and us, we will bill you under that separate agreement. Those charges which will not be billed under this contract include:</p> <p>(a) our network tariffs relating to the supply of electricity to your supply address;</p> <p>(b) our charges for excluded services provided in respect of your supply; and</p> <p>(c) any additional or supplementary charge relating to the supply of electricity to your supply address if the Commission has approved that charge, or we are otherwise permitted under the Electricity Law to impose that charge.</p> <p>7.2 When will we bill you directly?</p> <p>We may bill you directly for some excluded services that we provide you directly, i.e. that we do not provide to your retailer to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.</p>
<p>9 ACCESS TO THE PREMISES</p> <p>9.1 Your obligations</p> <p>Under the energy laws, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:</p> <p>(a) read, test, maintain, inspect or alter any metering installation at the premises; and</p> <p>(b) calculate or measure energy supplied or taken at the premises; and</p> <p>(c) check the accuracy of metered consumption</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clause 3.3 of the Electricity Distribution Code, as follows:</p> <p>3.3 Distributor’s equipment on customer premises</p> <p>3.3.2 Provided official identification is produced by the distributor’s representatives on request, a customer must provide to the distributor’s representatives at all times convenient and unhindered access:</p> <p>(a) to the distributor’s equipment for</p>

¹¹ Jemena proposes different wording for 11.3 c) as “If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.”

Proposed contract clause	Current contract clause
<p>at the premises; and</p> <p>(d) replace meters, control apparatus and other energy equipment of ours; and</p> <p>(e) connect or disconnect the premises; and</p> <p>(f) examine or inspect an energy installation at the premises; and</p> <p>(g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the premises; and</p> <p>(h) undertake repairs, testing or maintenance of the distribution system; and</p> <p>(i) clear vegetation from the distribution system including any equipment owned by us; and</p> <p>(j) take action to determine the appropriate tariff or charging category for the premises; and</p> <p>(k) perform services requested by you or your retailer.</p> <p>9.2 Our obligations</p> <p>If we or our representatives seek access to the premises under clause 9.1 above, we will:</p> <p>(a) comply with all relevant requirements under the energy laws; and</p> <p>(b) carry or wear official identification; and</p> <p>(c) show the identification if requested.</p>	<p>any purposes associated with the supply, metering or billing of electricity; and</p> <p>(b) to the customer’s electrical installation for the purposes of:</p> <ul style="list-style-type: none"> the inspection or testing of the customer’s electrical installation for the purpose of assessing whether the customer is complying with this Code; or connecting, disconnecting or reconnecting supply, <p>and safe access to and within the customer’s premises for the purposes described in this clause 3.3.2.</p> <p>3.3.4 In cases other than emergencies, a distributor must use best endeavours to access a customer’s premises at a time which is reasonably convenient to both the customer and the distributor.</p>
<p>10 INTERRUPTION TO SUPPLY</p> <p>10.1 Distributor may interrupt supply</p> <p>We may interrupt the supply of energy to your premises where permitted under the energy laws, including for a planned interruption or where there is an unplanned interruption or in accordance with the conditions of any applicable tariff or under a contract with your retailer.</p> <p>10.2 Planned interruptions (maintenance, repair, etc)</p> <p>(a) We may make planned interruptions to the supply of energy to the premises under the energy laws for the following</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clauses 5.3 and 5.5 of the Electricity Distribution Code, as follows:</p> <p>5.3 A distributor’s right to interrupt supply</p> <p>A distributor may interrupt supply at any time for the following reasons... (c) to shed energy because the total demand for electricity at the relevant time exceeds the total supply available.</p>

Proposed contract clause	Current contract clause
<p>purposes:</p> <ul style="list-style-type: none"> (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or (ii) for the installation of a new connection or a connection alteration to another customer. <ul style="list-style-type: none"> (b) If your energy supply will be affected by a planned interruption, we will give you at least 4 business days notice by mail, letterbox drop or other appropriate means. (c) 	<p>5.5 Planned interruptions</p> <p>5.5.1 In the case of a planned interruption, the distributor must provide each affected customer with at least 4 business days written notice of the interruption. The notice must:</p> <ul style="list-style-type: none"> (a) specify the expected date, time and duration of the interruption; and (b) include a 24 hour telephone number for enquiries. <p>5.5.2 The distributor must use best endeavours to restore the customer's supply as quickly as possible.</p>
<p>10.3 Unplanned interruptions</p> <ul style="list-style-type: none"> (a) We may interrupt the supply of energy to your premises: <ul style="list-style-type: none"> (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the customer's energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system; (ii) for health or safety reasons; (iii) in an emergency; (iv) as required by a relevant authority; (v) to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or (vi) to restore supply to a customer. (b) If an unplanned interruption is made, we will use our best endeavours to restore energy supply to the premises as soon as possible. (c) We will make information about unplanned interruptions (including the nature of any emergency and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24 hour telephone information service as well 	<p>12.2 Health, safety or emergency</p> <p>12.2.1 A distributor may disconnect supply to a customer's supply address if supply otherwise would potentially endanger or threaten to endanger the health or safety of any person or the environment or an element of the environment or if there is otherwise an emergency.</p> <p>12.2.2 Except in the case of an emergency, or where there is a need to reduce the risk of fire or where relevant regulations require otherwise, a distributor must not disconnect a customer's supply address under clause 12.2.1 unless the distributor has:</p> <ul style="list-style-type: none"> (a) given the customer written notice of the reason; (b) allowed the customer 5 business days from the date of receipt of the notice to eliminate the cause of the potential danger; and (c) at the expiration of those 5 business days given the customer by way of a written disconnection warning another 5

Proposed contract clause	Current contract clause
<p>as on our website.</p> <p>10.4 Your right to information about interruptions</p> <p>(a) If you request us to do so, we will use our best endeavours to explain:</p> <p>(i) an interruption to the supply of energy to the premises; or</p> <p>(ii) a supply of energy to the premises of a quality in breach of any relevant standards under the energy laws.</p> <p>(b) If you request an explanation be in writing we must, within 10 business days of receiving the request,¹² give you either:</p> <p>(i) the written explanation; or</p> <p>(ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.</p>	<p>business days notice of its intention to disconnect the customer (the 5 business days is to be counted from the date of receipt of the notice).</p> <p>Definition of emergency: 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 which destroys or damages, or threatens to destroy or damage, any property.</p>
<p>12.5 Our rights after disconnection</p> <p>The disconnection of the premises does not limit or waive any of the parties' rights and obligations under this contract arising before disconnection, including any of your obligations to pay amounts to us or your retailer.</p>	<p>3.1 When does this contract end?</p> <p>The ending of this contract will not affect any rights you have against us or we have against you which accrued prior to the ending of this contract or which otherwise relate to or may arise in future from any breach or non-observance of the provisions of this contract which occurred prior to the ending of this contract.</p>
<p>14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS</p> <p>(a) In addition to this contract, we must comply with energy laws relating to the provision of customer connection services we provide to your premises under this contract.</p> <p>(b) If there is any inconsistency between the Electricity Distribution Code and this contract, the Electricity Distribution Code</p>	<p>5 – COMPLIANCE WITH THE DISTRIBUTION CODE AND THE ELECTRICITY LAW</p> <p>(a) The Distribution Code sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the Distribution Code.</p> <p>(b) You must comply with the obligations imposed on customers under the Distribution</p>

¹² United Energy also proposes “(for quality of supply) and 20 **business days** (for reliability of supply and interruption of supply)”

Proposed contract clause	Current contract clause
<p>prevails.</p>	<p>Code.</p> <p>(c) We must comply with the obligation imposed on distributors under the Distribution Code.</p> <p>(d) If there is an inconsistency between the Distribution Code and this contract, the Distribution Code prevails. A term or condition of this contract is void to the extent that it is inconsistent with the Distribution Code.</p> <p>(e) If the Distribution Code is amended after the date this contract starts, as specified in clause 3.1, the Distribution Code will apply to this contract as amended.</p> <p>(f) We will provide to you a copy of the Distribution Code upon request from you. We may charge you a reasonable fee for this copy.</p> <p>(g) The parties must also comply with all other applicable provisions of the Electricity Law in relation to distribution services.</p>
<p>12 DISCONNECTION OF SUPPLY</p> <p>12.1 When can we disconnect?</p> <p>Subject to us satisfying the requirements in the energy laws, we may disconnect your premises if:</p> <p>(a) your retailer informs us that it has a right to arrange for disconnection under your contract with your retailer and requests that we disconnect the premises; or</p> <p>(b) you use energy supplied to the premises wrongfully or illegally in breach of clause 7; or</p> <p>(c) if you provide false information to us or your retailer such that you would not have been entitled to be connected if you had not provided the false information; or</p> <p>(d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the energy laws or this contract in order for us to provide customer connection services; or</p> <p>(e) if you fail to give us safe and unhindered</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clause 12 of the Electricity Distribution Code, as follows:</p> <p>12 DISCONNECTION OF SUPPLY</p> <p>12.1 Non-compliance</p> <p>A distributor may disconnect supply to a customer's supply address if:</p> <p>(a) the customer has not fulfilled an obligation to comply with this Code as notified under clause 11.2.2; and</p> <p>(b) the distributor has given the customer 5 business days' written notice of disconnection; and</p> <p>(c) the customer fails to comply with the notice or enters into an arrangement to comply but fails to comply with that arrangement.</p>

Proposed contract clause	Current contract clause
<p>access to the premises as required by clause 9 or any requirement under the energy laws; or</p> <p>(f) in an emergency or for health and safety reasons; or</p> <p>(g) if required to do so at the direction of a relevant authority; or</p> <p>(h) if we are otherwise permitted by the energy laws to disconnect the premises.</p> <p>Note: The energy laws allow distributors and other authorised people to disconnect or arrange the disconnection of premises in circumstances additional to those set out above.</p>	<p>12.2 Health, safety or emergency</p> <p>12.1.1 A distributor may disconnect supply to a customer's supply address if supply otherwise would potentially endanger or threaten to endanger the health or safety of any person or the environment or an element of the environment or if there is otherwise an emergency.</p> <p>12.1.2 Except in the case of an emergency, or where there is a need to reduce the risk of fire or where relevant regulations require otherwise, a distributor must not disconnect a customer's supply address under clause 12.2.1 unless the distributor has:</p> <p>(a) given the customer written notice of the reason;</p> <p>(b) allowed the customer 5 business days from the date of receipt of the notice to eliminate the cause of the potential danger; and</p> <p>(c) at the expiration of those 5 business days given the customer by way of a written disconnection warning another 5 business days notice of its intention to disconnect the customer (the 5 business days is to be counted from the date of receipt of the notice).</p> <p>12.3 Retailer's request</p> <p>(a) A distributor must disconnect supply to a customer's supply address if the customer's retailer has requested disconnection.</p> <p>(b) Upon the receipt of a valid request by the customer's retailer, where the distributor is able to disconnect supply to the customer's supply address by de-energising the customer's supply address remotely and reasonably believes that it can do so safely, subject to clause 12.6,</p>

Proposed contract clause	Current contract clause
	<p>the distributor must use its best endeavours to disconnect supply to the customer's supply address within two hours.</p> <p>(c) Paragraph (b) does not apply to a request for disconnection at a scheduled time.</p> <p>12.5 Illegal supply</p> <p>A distributor may disconnect supply to a customer's supply address immediately if:</p> <ul style="list-style-type: none"> (a) the supply of electricity to a customer's electrical installation is used other than at the customer's premises, except in accordance with the Act; (b) a customer takes at the customer's supply address electricity supplied to another supply address; (c) a customer tampers with, or permits tampering with, the meter or associated equipment; or (d) a customer allows electricity supplied to the customer's supply address to bypass the meter.
<p>12.2 Notification to customers</p> <p>If we become aware that you have breached any of your obligations under clauses 12.1(c), 12.1(d) or 12.1(e), we must give you a written notice of breach that:</p> <ul style="list-style-type: none"> (a) describes the breach and its implications, including any impact on us and other customers; (b) describes the actions you could take to rectify the breach; (c) gives you a reasonable time to rectify the breach; (d) describes the consequences of non- 	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clause 11 of the Electricity Distribution Code, as follows:</p> <p>11.2 Notification to customers</p> <p>11.2.2 If a distributor becomes aware of a breach of this Code by a customer, which is not of a trivial nature, the distributor must notify the customer, in writing and as far as possible using plain English, of:</p> <ul style="list-style-type: none"> (a) details of the non-compliance and

Proposed contract clause	Current contract clause
<p>compliance; and</p> <p>(e) describes our procedures for handling complaints.</p>	<p>its implications, including any impact on the distributor and other customers;</p> <p>(b) actions that the customer could take to remedy the non-compliance;</p> <p>(c) a reasonable time period in which compliance must be demonstrated;</p> <p>(d) any consequences of non-compliance; and</p> <p>(e) the distributor's procedure for handling complaints.</p>
<p>12.3 Notice and warning of disconnection</p> <p>We may disconnect your premises under clauses 12.1(c), 12.1(d), or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:</p> <p>(a) we have sent you a disconnection warning notice that:</p> <p>(i) requires you to rectify, within 6 business days after the date of issue on the notice, the issue that could lead to disconnection; and</p> <p>(ii) carries a warning of the consequences of failing to comply with the notice; and</p> <p>(b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to providing a disconnection warning notice; and</p> <p>(c) you fail to comply with the disconnection warning notice within 6¹³ business days after the date of issue.</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clause 12 of the Electricity Distribution Code, as follows:</p> <p>12.1 Non-compliance</p> <p>A distributor may disconnect supply to a customer's supply address if:</p> <p>(a) the customer has not fulfilled an obligation to comply with this Code as notified under clause 11.2.2; and</p> <p>(b) the distributor has given the customer 5 business days' written notice of disconnection (such notice to be in addition to the notice referred to in clause 11.2.2); and</p> <p>(c) the customer fails to comply with the notice or enters into an arrangement to comply but fails to comply with that arrangement.</p>

¹³ UE and Jemena allow 5 business days.

Proposed contract clause	Current contract clause
<p>12.4 Life support equipment</p> <p>We must not disconnect your premises if they are registered as having life support equipment, except in an emergency.</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the contract (Compliance with the Distribution Code and the Electricity Law) and to clause 12.6 of the Electricity Distribution Code</p> <p>12.6 No disconnection</p> <p>12.6.2 Despite any other provision of this Code, a distributor must not disconnect supply to a customer:</p> <p>(a) if the customer's supply address is registered as a Life Support Equipment supply address except in the case of an emergency;</p>
<p>12.5 When we must not disconnect</p> <p>(a) Subject to paragraph (b), and otherwise in accordance with the energy laws, we must not disconnect the premises during the following times ('the protected period'):</p> <p>(i) on a business day before 8.00am or after 2.00 pm (or 3.00pm for business customers); or</p> <p>(ii) on a Friday or the day before a public holiday; or</p> <p>(iii) on a weekend or a public holiday; or</p> <p>(iv) on the days between 20 December and 31 December (both inclusive) in any year.</p> <p>(b) Your premises may be disconnected within the protected period:</p> <p>(i) for reasons of health and safety; or</p> <p>(ii) in an emergency; or</p> <p>(iii) as directed by a relevant authority; or</p> <p>(iv) if you are in breach of clause 7 which deals with wrongful and illegal use of energy; or</p> <p>(v) if your retailer makes such a request on your behalf; or</p> <p>(vi) if your premises contain a commercial business that only operates within the</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clause 12.2 of the Electricity Distribution Code, as follows:</p> <p>12.2 No disconnection</p> <p>12.2.1 A distributor must not disconnect supply to a customer's supply address except in the case of an emergency or under clause 12.5 or otherwise as agreed with a customer:</p> <p>(a) before 8am or after 2 pm (for a domestic customer) or 3 pm (for a business customer) on a weekday; or</p> <p>(b) on a Friday, a weekend, public holiday or on the day before a public holiday.</p> <p>12.2.2 Despite any other provision of this Code, a distributor must not disconnect supply to a customer:</p> <p>(a) if the customer's supply address is registered as a Life Support Equipment supply address except in the case of an</p>

Proposed contract clause	Current contract clause
<p>protected period and where access to the premises is necessary to effect disconnection; or</p> <p>(vii) where the premises are not occupied.</p>	<p>emergency; or</p> <p>(b) for non-compliance under clause 12.1 if:</p> <ul style="list-style-type: none"> • the customer is a tenant and is unable to remedy the non-compliance as it is not the owner of the supply address, and has met the requirements of clause 1.5; or • there is a dispute between the customer and the distributor which has been notified by the customer under clause 10 and is still being dealt with by the distributor under that clause, or is the subject of proceedings before the Energy and Water Ombudsman (Victoria) Ltd. or other relevant external disputes resolution body; or <p>(c) if the distributor reasonably considers that disconnecting supply would in any way immediately endanger the health or safety of any person.</p>
<p>12.6 Disconnection fee</p> <p>If you have not complied with a disconnection warning notice and we arrive at the premises to disconnect the premises but do not do so because you rectified the matter referred to in the disconnection warning notice, you will be liable to pay a reasonable fee for our attendance at the premises.</p>	<p>No equivalent contract term.</p>
<p>13 RECONNECTION AFTER DISCONNECTION</p> <p>13.1 Where we must reconnect</p> <p>(a) We must arrange for reconnection of the premises if, within 10 business days of your premises being disconnected:</p> <p>(i) where your retailer asked for the</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clause 13 of the Electricity Distribution Code, as follows:</p> <p>13.1.1 If a distributor has disconnected a</p>

Proposed contract clause	Current contract clause
<p>disconnection—if we are asked by your retailer to reconnect the premises; or</p> <p>(ii) in other circumstances—if:</p> <p>(A) you ask us to arrange for reconnection of your premises; and</p> <p>(B) you rectify the matter that led to the disconnection; and</p> <p>(C) you pay any reconnection charge.</p> <p>(b) We may terminate this contract 10 business days following disconnection if the requirements in paragraph (a) are not met.</p> <p>13.2 Timeframe for reconnection</p> <p>If, at the time of the request for reconnection:</p> <p>(a) you or your retailer have made arrangements for payment of the relevant reconnection charge; and</p> <p>(b) you have complied with our requirements under the relevant energy laws; and</p> <p>(c) the necessary infrastructure to re-energise the premises remains in place; and</p> <p>(d) you provide safe and unhindered access to the premises,</p> <p>we must re-energise the premises if the request is made:</p> <p>(e) before 3.00 pm on a business day, on the day of the request; or</p> <p>(f) after 3.00 pm on a business day, on the next business day or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and</p> <p>(g) where we are able to reconnect you by re-energising the premises remotely, subject to paragraphs (e) & (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us, unless you request a later time. A retailer (on your behalf) may agree with us</p>	<p>customer as a result of:</p> <p>(a) non-compliance with this Code under clause 12.1 and within 10 business days of disconnection the customer has remedied the non-compliance;</p> <p>(b) danger under clause 12.2.1 and within 10 business days of disconnection the customer has eliminated the cause of the danger; or</p> <p>(c) a request from a retailer, on request by the customer or by a retailer on behalf of the customer, but subject to other applicable laws and codes and the customer paying any reconnection charge (determined by reference to its approved statement of charges), the distributor must reconnect the customer.</p> <p>13.1.2 Subject to clause 13.1.4, if a customer, or a retailer on behalf of a customer, makes a request for reconnection under clause 13.1.1 to a distributor:</p> <p>(a) before 3 pm on a business day, the distributor must reconnect the customer on the day of the request; or</p> <p>(b) after 3 pm on a business day, the distributor must reconnect the customer on the next business day or if the request also is made before 9 pm and the customer pays any applicable additional after hours reconnection charge, on the day requested by the customer or retailer and</p> <p>(c) where the distributor is able to reconnect the customer by re-energising the customer's supply address remotely, subject to paragraphs (a) and (b), the distributor must use its best</p>

Proposed contract clause	Current contract clause
<p>that later times are to apply to us.</p> <p>13.3 Wrongful disconnection</p> <p>If we disconnect the premises where we did not have a right to do so, we must reconnect the premises as soon as possible and without charge.</p>	<p>endeavours to reconnect the customer within two hours of a request being validated by the distributor.</p> <p>13.1.3 A distributor and a customer may agree that later times are to apply to the distributor.</p> <p>A distributor is not obliged to reconnect a customer under clause 13.1.2 unless the distributor reasonably believes that it can do so safely.</p>
<p>14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS</p> <p>(a) In addition to this contract, we must comply with energy laws relating to the provision of customer connection services we provide to your premises under this contract.</p> <p>(b) If there is any inconsistency between the Electricity Distribution Code and this contract, the Electricity Distribution Code prevails.</p>	<p>Clause 5 – Compliance with the Distribution Code and the Electricity Law</p> <p>(d) The Distribution Code sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the Distribution Code.</p> <p>(e) You must comply with the obligations imposed on customers under the Distribution Code.</p> <p>(f) We must comply with the obligations imposed on distributors under the Distribution Code.</p> <p>(g) If there is any inconsistency between the Distribution Code and this contract, the Distribution Code prevails. A term or condition of this contract is void to the extent that it is inconsistent with the Distribution Code.</p>
<p>15 NOTICES</p> <p>(a) Notices under this contract must be sent:</p> <p>(i) in writing;</p> <p>(iii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the current contract (Compliance with the Distribution Code and the Electricity Law) and to clause 19 of the Electricity Distribution Code, as follows:</p>

Proposed contract clause	Current contract clause
<p>number, or email address of the addressee specified in respect of that party.¹⁴</p> <p>(b) A notice sent under this contract is taken to have been received by you or by us (as relevant):</p> <p>(i) in the case of hand delivery, on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (which excludes depots) (in our case); or</p> <p>(ii) on the date three¹⁵ business days after it is posted; or</p> <p>(iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).</p> <p>(c) If a notice is received, or deemed to be received, on a day that is not a business day, or after 5.00 pm on a business day, it is taken to be received on the next business day.</p>	<p>19 DEFINITIONS</p> <p>date of receipt in relation to a notice given by a distributor, means:</p> <p>(a) if the distributor hands the notice, or sends a facsimile of the notice, to the customer, the date the distributor does so;</p> <p>(b) if the distributor leaves the notice at the customer's supply address, the date the distributor does so;</p> <p>(c) if the distributor gives the notice by post, a date 2 business days after the date the distributor posts the notice.</p>
<p>16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION</p> <p>16.1 Privacy of personal information</p> <p>We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.</p>	<p>No equivalent contract term.</p>
<p>16.2 Access to information</p> <p>Upon request, we must give you information about your energy consumption or our charges for customer connection services. We may charge you a reasonable fee for:</p>	<p>No equivalent contract term.</p> <p>Refer to Advanced Metering Infrastructure (AMI Tariffs) Order.</p>

¹⁴ UE sets this clause out differently but is essentially the same, other than retaining the reference to bills.

¹⁵ Note that United Energy proposes two business days.

Proposed contract clause	Current contract clause
<p>(a) Energy consumption information requested more than once in any 12 month period</p> <p>(b) more than 12 months of energy consumption data; or¹⁶</p> <p>requests for energy consumption data in a non-standard format.¹⁷</p>	
<p>17 COMPLAINTS AND DISPUTE RESOLUTION</p> <p>17.1 Complaints</p> <p>If you have a complaint relating to the supply of energy to the premises, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.</p> <p>Note: Our standard complaints and dispute resolution procedures are published on our website.</p> <p>17.2 Our obligations in handling complaints or disputes</p> <p>If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:</p> <p>(a) of the outcome of your complaint and the reasons for our decision; and</p> <p>(b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.</p>	<p>No equivalent contract term.</p> <p>Refer to clause 5 of the contract (Compliance with the Distribution Code and the Electricity Law) and to clause 10 of the Electricity Distribution Code</p> <p>10 Complaints and dispute resolution</p> <p>10.1.2 When a distributor responds to a customer's complaint, the distributor must inform the customer:</p> <p>(a) that the customer has a right to raise the complaint to a higher level within the distributor's management structure; and</p> <p>(b) if, after raising the complaint to a higher level the customer is still not satisfied with the distributor's response, the customer has a right to refer the complaint to the Energy and Water Ombudsman (Victoria) Ltd. or other relevant external dispute resolution body. This information must be given in writing.</p>
<p>18 FORCE MAJEURE</p> <p>18.1 Effect of force majeure event</p> <p>If, either you or we cannot meet an obligation</p>	<p>Clause 8.1 When we are not liable</p> <p>Subject to clause 8.3:</p> <p>(c) A party to this contract is not liable for</p>

¹⁶ United Energy's proposed deemed distribution contract does not have this subsection and includes (b) 'the interval data relates to a period prior to the preceding two years'.

¹⁷ Jemena proposes that they may charge where the nature, format or frequency of information is such that the energy laws permit them to charge a fee.

Proposed contract clause	Current contract clause
<p>under this contract because of an event outside the control of the party ('a force majeure event):</p> <p>(a) the obligation is suspended to the extent it is affected by the event for so long as the event continues; and</p> <p>(b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.</p> <p>18.2 Deemed prompt notice</p> <p>If the effects of a force majeure event are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.</p> <p>18.3 Obligation to overcome or minimise effect of force majeure event</p> <p>A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.</p> <p>18.4 Settlement of industrial disputes</p> <p>Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party</p>	<p>any failure to comply with this contract or the Electricity Law, as the case may be, if and to the extent that:</p> <ul style="list-style-type: none"> • that party is relieved from performance of, or liability in respect of, any of our obligations by the operation of section 117 of the Act, section 78 of the National Electricity Law or any other provision of the Electricity Law (and, for the avoidance of doubt, nothing in this contract varies the operation of any such provision); • the failure to comply arises as a result of the other party's breach of this contract or the Electricity Law or (subject to the other party's compliance with its relevant obligations under the Distribution Code) by a force majeure event; or <p>(d) we will not breach this contract or the Electricity Law and are not liable for any failure to comply with this contract or the Electricity Law, as the case may be, if and to the extent that you have not complied with clause 8.5 [You must take precautions]. Paragraphs (a) and (b) above are not exhaustive and do not limit or diminish other reasons why a party may not be liable to the other party.</p>
<p>19 APPLICABLE LAW</p> <p>The laws of Victoria govern this contract.</p>	<p>9 OTHER TERMS</p> <p>9.4 Law of this contract</p> <p>The law of Victoria governs this contract.</p>
<p>20.2 GST</p> <p>(a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to</p>	<p>7 CHARGES</p> <p>7.3 GST</p> <p>Any bill we send you for our charges will be inclusive of GST.</p>

Proposed contract clause	Current contract clause
<p>be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include GST.</p> <p>(b) Where an amount paid by you or by us under this contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.</p>	<p>If any other amount payable by you or us under this contract relates to a taxable supply for GST purposes then, to the extent permitted by law, the payment will be adjusted so that the recipient of the taxable supply bears the GST payable in respect of that taxable supply.</p>
<p>Simplified explanation of terms</p>	<p>Glossary</p>

AUSNET ELECTRICITY SERVICES PTY LTD

ABN 91 064 651 118

DEEMED DISTRIBUTION CONTRACT

PREAMBLE

This contract is about the services which cover connection of your **premises** to our distribution system, and the **energy** supplied to the **premises**. These services are called "**customer connection services**".

In addition to this contract, we are required to comply with **energy laws** and other consumer laws in our dealings with you.

You also have a separate contract with your **retailer** dealing with the sale of **energy** to the **premises**.

More information about this contract and other matters is on our website <https://www.ausnetservices.com.au>

1 THE PARTIES

This contract is between:

AusNet Electricity Services Pty Ltd ABN 91 064 651 118 who provides you with **customer connection services** at the **premises** (in this contract referred to as "we", "our" or "us"); and

You, the **customer** to whom this contract applies (in this contract referred to as "you" or "your").

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in **bold and italics** in this contract is explained in Schedule 1 – Glossary.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the **deemed distribution contract** for **customers** under the Electricity Industry Act 2000 (Vic).

3.2 Does this contract apply to you?

This contract applies to you if your **premises** are connected to our distribution system, and you do not have another customer connection contract with us for those **premises**.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the **National Electricity Rules**. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

- (a) If your premises are already connected to our distribution system, this contract starts on 1 January 2017 (and replaces any previous deemed electricity distribution contract).
- (b) If you or your retailer request connection or reconnection of your **premises**, this contract starts on the date that you start to take supply of energy at those **premises**.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if your **retailer** notifies us that the supply of **energy** to the **premises** is to be disconnected (a 'termination notice')—subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 **business**

days notice even if you have vacated the premises earlier; or

- (ii) if you start receiving supply of **energy** for the **premises** under a different customer connection contract—on the date that contract starts; or
 - (iii) if a different **customer** starts receiving supply of **energy** for the **premises**—on the date the connection contract of that **customer** starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 **business days** after we disconnect the **premises** under the **energy laws**, if you have not within that period asked your **retailer** to reconnect the **premises** and met the requirements in the **energy laws** for reconnection.
- (b) If your **retailer** gives us a termination notice but you do not give safe and unhindered access to your **premises** to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide **customer connection services** at the **premises**. We also agree to meet other obligations set out in this contract and to comply with the **energy laws**.
- (b) Charges for **customer connection services** will be billed under your contract with your **retailer**.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of **energy** to your **premises**. This is the role of your **retailer**.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of **customer connection services** at your **premises** safely and in accordance with the **energy laws**.
- (b) Our obligations extend up to the **connection point** where **energy** is to be supplied to the **premises** (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the **Electricity Distribution Code**. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable **GSL scheme**.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

- (a) inform your **retailer** or us of any change to your contact details; and
- (b) inform your **retailer** or us of any change that you are aware of that materially affects

access to your meter or to other equipment involved in providing **customer connection services** at the **premises**; and

- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of **energy** to the **premises** or the **premises** of any other person; and
- (d) inform either your **retailer** or us of any permanent material change to the **energy** load or pattern of usage at the **premises**.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract;
- (b) our reasonable requirements under the **energy laws**, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your **premises** any reasonable or agreed facility required by us to provide **customer connection services** to the **premises**; and
- (c) the obligations imposed on **customers** under the **Electricity Distribution Code** issued by the **ESC** (and if there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails).

6.4 Life support equipment

- (a) If a person living at your **premises** requires life support equipment, you must register the **premises** with your **retailer** or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the **premises**.
- (b) You must tell us or your **retailer** if the life support equipment is no longer required at the **premises**.
- (c) If the **premises** are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned **interruption** to the supply of **energy** to the **premises**; and
 - (ii) at least 4 **business days** notice in writing of any planned **interruptions** to the supply of **energy** to the **premise** (the 4 **business days** to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned **interruption**; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your **premises** under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the **premises** fulfils the obligation.

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the **premises**, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of **energy** under this contract including but not limited to your obligations under the **Electricity Distribution Code**.
- (b) If you no longer want to keep a generator at the **premises** connected to our distribution

system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

- (c) If you want to connect a generator at the premises to our distribution system for the purpose of exporting **energy** (for example, a solar panel), you must apply for a connection service under the **National Electricity Rules**. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of your embedded generator at the **premises** or add any energy storage equipment connected to a micro embedded generator, you must apply to us for an increase in capacity so that we can assess whether or not to approve your application. We will be reasonable in our assessment of any application for an increase in capacity and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your **premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or **premises** and we may remove them after disconnection of your electricity supply at the **premises**. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the **premises** connected to our distribution system must have a nominal rating within the nominal voltage supply range for the **connection point**.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your **premises** does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes for customers on SWER lines or customers supplied from single phase substations;
- 63 amperes in aggregate across all phases elsewhere in the distribution network; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your **premises**.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **premises**, except as may be permitted by law; or
- (c) use the **energy** supplied to your **premises** or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of **energy** to another **customer**; or
 - (ii) causes damage or interference to any third party; or
- (d) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the **energy laws** take any or all of the following actions:

- (a) estimate the amount of **energy** obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the **premises**.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a **relevant authority**;
 - (ii) we can interrupt or limit the supply of electricity to your **premises** in accordance with the **energy laws**; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119 and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the **energy laws** or (subject to the other party's compliance with its relevant obligations under the **Electricity Distribution Code**) by a **force majeure event**.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the **energy laws** if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of **energy**, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The Competition and Consumer Act 2010 and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and

- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the **energy laws**, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the **premises**, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter any metering installation at the **premises**; and
- (b) calculate or measure **energy** supplied or taken at the **premises**; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the **premises**; and
- (f) examine or inspect an energy installation at the **premises**; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the **premises**; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the **premises**; and
- (k) perform services requested by you or your **retailer**.

9.2 Our obligations

If we or our representatives seek access to the **premises** under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the **energy laws**; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of **energy** to your **premises** where permitted under the **energy laws**, including for a planned **interruption** or where there is an unplanned **interruption** or in accordance with the conditions of any applicable tariff or under a contract with your **retailer**.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned **interruptions** to the supply of **energy** to the **premises** under the **energy laws** for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another **customer**.
- (b) If your **energy** supply will be affected by a planned **interruption**, we will give you at least 4 **business days** notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of **energy** to your **premises**:

- (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the **customer's** energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;
 - (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24 hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.
- (b) If you request an explanation be in writing we must, within 10 **business days** of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of **energy** to your **premises** or a supply service, we must detail those conditions in our approved annual pricing proposal.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or

- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or
- (c) if you fail to pay any direct charges (where relevant) to us under this contract; or
- (d) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or
- (e) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the **energy laws** or this contract in order for us to provide **customer connection services**; or
- (f) if you fail to give us safe and unhindered access to the **premises** as required by clause 9 or any requirement under the **energy laws**; or
- (g) in an **emergency** or for health and safety reasons; or
- (h) if required to do so at the direction of a **relevant authority**; or
- (i) if we are otherwise permitted by the **energy laws** to disconnect the **premises**.

Note: The **energy laws** allow distributors and other authorised people to disconnect or arrange the **disconnection of premises** in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c) 12.1(d), 12.1(e) or 12.1(f), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other **customers**;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your **premises** under clauses 12.1(c), 12.1(d), 12.1(e) or 12.1(f) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a **disconnection** warning notice that:
 - (i) requires you to rectify, within 6 **business days** after the date of issue on the notice, the issue that could lead to **disconnection**; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your **premises** in addition to providing a **disconnection** warning notice; and
- (c) you fail to comply with the **disconnection** warning notice within 6 **business days** after the date of issue.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an **emergency**.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the **energy laws**, we must not disconnect the **premises** during the following times ('the protected period'):
 - (i) on a **business day** before 8.00am or after 2.00 pm (or 3.00pm for **business customers**); or

- (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your **premises** may be **disconnected** within the protected period:
- (i) for reasons of health and safety; or
 - (ii) in an **emergency**; or
 - (iii) as directed by a **relevant authority**; or
 - (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of **energy**; or
 - (v) if your **retailer** makes such a request on your behalf; or
 - (vi) if your **premises** contain a commercial business that only operates within the protected period and where access to the **premises** is necessary to effect **disconnection**; or
 - (vii) where the **premises** are not occupied.

12.5 Our rights after disconnection

The **disconnection** of the **premises** does not limit or waive any of the parties' rights and obligations under this contract arising before **disconnection**, including any of your obligations to pay amounts to us or your **retailer**.

12.6 Disconnection fee

If you have not complied with a **disconnection** warning notice and we arrive at the **premises** to **disconnect** the **premises** but do not do so because you rectify the matter referred to in the **disconnection** warning notice, you will be liable to pay a reasonable fee for our attendance at the **premises**.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the **premises** if, within 10 **business days** of your premises being disconnected:
- (i) where your **retailer** asked for the **disconnection**—if we are asked by your **retailer** to reconnect the premises; or
 - (ii) in other circumstances—if:
 - (A) you ask us to arrange for reconnection of your **premises**; and
 - (B) you rectify the matter that led to the **disconnection**; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 **business days** following **disconnection** if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your **retailer** have made arrangements for payment of the relevant reconnection charge; and
- (b) you have complied with our requirements under the relevant **energy laws**; and
- (c) the necessary infrastructure to re-energise the **premises** remains in place; and
- (d) you provide safe and unhindered access to the **premises**,

we must re-energise the premises if the request is made:

- (e) before 3.00 pm on a **business day**, on the day of the request; or
- (f) after 3.00 pm on a **business day**, on the next **business day** or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and
- (g) where we are able to reconnect you by re-energising the **premises** remotely, subject to paragraphs (e) & (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A **retailer** (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we **disconnect** the **premises** where we did not have a right to do so, we must reconnect the **premises** as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract.
- (b) If there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent:
 - (i) in writing;
 - (ii) marked to the attention of the person; and
 - (iii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified in respect of that party.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) in the case of hand delivery, on the date it is handed to the party, left at the party's **premises** (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two **business days** after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a **business day**, or after 5.00 pm on a **business day**, it is taken to be received on the next **business day**.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

16.2 Access to information

Upon request, we must give you information about your **energy** consumption or our charges for **customer connection services**. We may charge you a reasonable fee for information requested

more than once in any 12 month period.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

If you have a complaint relating to the supply of **energy** to the **premises**, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a **force majeure event**):

- (a) the obligation, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

18.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

18.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a **force majeure event** must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a **force majeure event** in any manner other than the manner preferred by that party.

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and

- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include **GST**.
- (b) Where an amount paid by you or by us under this contract is payment for a “taxable supply” as defined for **GST** purposes, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the **energy laws**.
- (b) We must inform you of any material amendments to this contract as required by the **energy laws**.

21 CUSTOMERS WHO DO NOT HAVE A RETAILER

- (a) If you do not have a **retailer** and you do not have another customer connection contract with us, this contract will continue to apply to you.
- (b) Where this contract continues to apply to you:
 - (i) Clauses 4.2(a)(i), 4.2(b), 12.1(a), 12.4(b)(v) and 13.1(a)(i) will be read as if the reference to “your **retailer**” is a reference to “you” directly;
 - (ii) Clauses 4.2(a)(v), 6.2(a) and 6.2(b) will be read as if the reference to “your **retailer**” is a reference to “us”;
 - (iii) Clauses 6.2(d), 6.4(a), 6.4(b), 9.1(k), 12.1(d) and 13.2(a) will be read as if the reference to “your **retailer**” is deleted;
 - (iv) Clause 12.1(a) does not apply; and
 - (v) Clauses 5.1(b) and 11.1 do not apply. Instead, we will bill you directly for our charges for **customer connection services** and you must pay our charges within the payment period stated in our invoice.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

business day means a day other than a Saturday, a Sunday or a public holiday;

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

customer means a person who buys or wants to buy **energy** from a **retailer** or from the spot market;

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

disconnection means an action to prevent the flow of **energy** to the **premises**, but does not include an **interruption**;

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity;

energy laws means national and Victorian laws and rules relating to energy and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the Electricity Industry Act 2000 (Vic), the Electricity Safety Act (Vic), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of a party;

GSL scheme is the scheme operated by the **ESC** under the **Electricity Distribution Code**;

GST has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the National Electricity (Victoria) Act 2005;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is authorised to sell **energy** to **customers**;

SWER means single wire earth return.

CITIPower PTy LTD
ABN 76 064 651 056
DEEMED DISTRIBUTION CONTRACT

PREAMBLE

This contract is about the services which cover connection of your **premises** to our distribution system, and the **energy** supplied to the **premises**. These services are called “**customer connection services**”.

In addition to this contract, we are required to comply with **energy laws** and other consumer laws in our dealings with you.

You also have a separate contract with your **retailer** dealing with the sale of **energy** to the **premises**.

More information about this contract and other matters is on our website <https://www.citipower.com.au/>

1 THE PARTIES

This contract is between:

CitiPower Pty Ltd ABN 76 064 651 056 who provides you with **customer connection services** at the **premises** (in this contract referred to as “we”, “our” or “us”); and

You, the **customer** to whom this contract applies (in this contract referred to as “you” or “your”).

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in **bold and italics** in this contract is explained in Schedule 1 – Glossary.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the **deemed distribution contract** for **customers** under the Electricity Industry Act 2000 (Vic).

3.2 Does this contract apply to you?

This contract applies to you if your **premises** are connected to our distribution system, and you do not have another customer connection contract with us for those **premises**.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the **National Electricity Rules**. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

- (a) If your premises are already connected to our distribution system, this contract starts on [insert date of gazettal] (and replaces any previous deemed electricity distribution contract).
- (b) If you or your retailer request connection or reconnection of your **premises**, this contract starts on the date that you start to take supply of energy at those **premises**.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if your **retailer** notifies us that the supply of **energy** to the **premises** is to be disconnected (a ‘termination notice’)—subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 **business**

days notice even if you have vacated the premises earlier; or

- (ii) if you start receiving supply of **energy** for the **premises** under a different customer connection contract—on the date that contract starts; or
 - (iii) if a different **customer** starts receiving supply of **energy** for the **premises**—on the date the connection contract of that **customer** starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 **business days** after we disconnect the **premises** under the **energy laws**, if you have not within that period asked your **retailer** to reconnect the **premises** and met the requirements in the **energy laws** for reconnection.
- (b) If your **retailer** gives us a termination notice but you do not give safe and unhindered access to your **premises** to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide **customer connection services** at the **premises**. We also agree to meet other obligations set out in this contract and to comply with the **energy laws**.
- (b) Charges for **customer connection services** will be billed under your contract with your **retailer**.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of **energy** to your **premises**. This is the role of your **retailer**.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of **customer connection services** at your **premises** safely and in accordance with the **energy laws**.
- (b) Our obligations extend up to the **connection point** where **energy** is to be supplied to the **premises** (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the Electricity Distribution Code. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable **GSL scheme**.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

- (a) inform your **retailer** or us of any change to your contact details; and
- (b) inform your **retailer** or us of any change that you are aware of that materially affects

access to your meter or to other equipment involved in providing **customer connection services** at the **premises**; and

- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of **energy** to the **premises** or the **premises** of any other person; and
- (d) inform either your **retailer** or us of any permanent material change to the **energy** load or pattern of usage at the **premises**.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract;
- (b) our reasonable requirements under the **energy laws**, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your **premises** any reasonable or agreed facility required by us to provide **customer connection services** to the **premises**; and
- (c) the obligations imposed on **customers** under the **Electricity Distribution Code** issued by the **ESC** (and if there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails).

6.4 Life support equipment

- (a) If a person living at your **premises** requires life support equipment, you must register the **premises** with your **retailer** or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the **premises**.
- (b) You must tell us or your **retailer** if the life support equipment is no longer required at the **premises**.
- (c) If the **premises** are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned **interruption** to the supply of **energy** to the **premises**; and
 - (ii) at least 4 **business days** notice in writing of any planned **interruptions** to the supply of **energy** to the **premise** (the 4 **business days** to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned **interruption**; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your **premises** under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the **premises** fulfils the obligation.

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the **premises**, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of **energy** under this contract including but not limited to your obligations under the **Electricity Distribution Code**.
- (b) If you no longer want to keep a generator at the **premises** connected to our distribution

system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

- (c) If you want to connect a generator at the premises to our distribution system for the purpose of exporting **energy** (for example, a solar panel), you must apply for a connection service under the **National Electricity Rules**. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of your embedded generator at the **premises** or add any energy storage equipment connected to a micro embedded generator, you must apply to us for an increase in capacity so that we can assess whether or not to approve your application. We will be reasonable in our assessment of any application for an increase in capacity and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your **premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or **premises** and we may remove them after disconnection of your electricity supply at the **premises**. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the **premises** connected to our distribution system must have a nominal rating within the nominal voltage supply range for the **connection point**.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your **premises** does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 63 amperes across all phases for a connection; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your **premises**.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **premises**, except as may be permitted by law; or
- (c) use the **energy** supplied to your **premises** or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of **energy** to another **customer**; or
 - (ii) causes damage or interference to any third party; or
- (d) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the **energy laws** take

any or all of the following actions:

- (a) estimate the amount of **energy** obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the **premises**.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a **relevant authority**;
 - (ii) we can interrupt or limit the supply of electricity to your **premises** in accordance with the **energy laws**; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119 and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the **energy laws** or (subject to the other party's compliance with its relevant obligations under the **Electricity Distribution Code**) by a **force majeure event**.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the **energy laws** if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of **energy**, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The Competition and Consumer Act 2010 and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the **energy laws**, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the **premises**, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter any metering installation at the **premises**; and
- (b) calculate or measure **energy** supplied or taken at the **premises**; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the **premises**; and
- (f) examine or inspect an energy installation at the **premises**; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the **premises**; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the **premises**; and
- (k) perform services requested by you or your **retailer**.

9.2 Our obligations

If we or our representatives seek access to the **premises** under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the **energy laws**; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of **energy** to your **premises** where permitted under the **energy laws**, including for a planned **interruption** or where there is an unplanned **interruption** or in accordance with the conditions of any applicable tariff or under a contract with your **retailer**.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned **interruptions** to the supply of **energy** to the **premises** under the **energy laws** for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another **customer**.
- (b) If your **energy** supply will be affected by a planned **interruption**, we will give you at least 4 **business days** notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of **energy** to your **premises**:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the **customer's** energy installation or the distribution system poses an immediate threat or material damage to any person, property or

- the distribution system;
 - (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24 hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.
- (b) If you request an explanation be in writing we must, within 10 **business days** of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of **energy** to your **premises** or a supply service, we must detail those conditions in our approved annual pricing proposal.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or
- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or
- (c) if you provide false information to us or your **retailer** such that you would not have been

entitled to be connected if you had not provided the false information; or

- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the **energy laws** or this contract in order for us to provide **customer connection services**; or
- (e) if you fail to give us safe and unhindered access to the **premises** as required by clause 9 or any requirement under the **energy laws**; or
- (f) in an **emergency** or for health and safety reasons; or
- (g) if required to do so at the direction of a **relevant authority**; or
- (h) if we are otherwise permitted by the **energy laws** to disconnect the **premises**.

Note: The **energy laws** allow distributors and other authorised people to disconnect or arrange the **disconnection of premises** in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c) 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other **customers**;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your **premises** under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a **disconnection** warning notice that:
 - (i) requires you to rectify, within 6 **business days** after the date of issue on the notice, the issue that could lead to **disconnection**; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your **premises** in addition to providing a **disconnection** warning notice; and
- (c) you fail to comply with the **disconnection** warning notice within 6 **business days** after the date of issue.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an **emergency**.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the **energy laws**, we must not disconnect the **premises** during the following times ('the protected period'):
 - (i) on a **business day** before 8.00am or after 2.00 pm (or 3.00pm for **business customers**); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.

- (b) Your **premises** may be **disconnected** within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an **emergency**; or
 - (iii) as directed by a **relevant authority**; or
 - (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of **energy**; or
 - (v) if your **retailer** makes such a request on your behalf; or
 - (vi) if your **premises** contain a commercial business that only operates within the protected period and where access to the **premises** is necessary to effect **disconnection**; or
 - (vii) where the **premises** are not occupied.

12.6 Our rights after disconnection

The **disconnection** of the **premises** does not limit or waive any of the parties' rights and obligations under this contract arising before **disconnection**, including any of your obligations to pay amounts to us or your **retailer**.

12.7 Disconnection fee

If you have not complied with a **disconnection** warning notice and we arrive at the **premises** to **disconnect** the **premises** but do not do so because you rectify the matter referred to in the **disconnection** warning notice, you will be liable to pay a reasonable fee for our attendance at the **premises**.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the **premises** if, within 10 **business days** of your premises being disconnected:
 - (i) where your **retailer** asked for the **disconnection**—if we are asked by your **retailer** to reconnect the premises; or
 - (ii) in other circumstances—if:
 - (A) you ask us to arrange for reconnection of your **premises**; and
 - (B) you rectify the matter that led to the **disconnection**; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 **business days** following **disconnection** if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your **retailer** have made arrangements for payment of the relevant reconnection charge; and
 - (b) you have complied with our requirements under the relevant **energy laws**; and
 - (c) the necessary infrastructure to re-energise the **premises** remains in place; and
 - (d) you provide safe and unhindered access to the **premises**,
- we must re-energise the premises if the request is made:
- (e) before 3.00 pm on a **business day**, on the day of the request; or
 - (f) after 3.00 pm on a **business day**, on the next **business day** or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and

- (g) where we are able to reconnect you by re-energising the **premises** remotely, subject to paragraphs (e) & (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A **retailer** (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we **disconnect** the **premises** where we did not have a right to do so, we must reconnect the **premises** as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract.
- (b) If there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent:
- (i) in writing;
 - (ii) marked to the attention of the person; and
 - (iii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified in respect of that party.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
- (i) in the case of hand delivery, on the date it is handed to the party, left at the party's **premises** (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two **business days** after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a **business day**, or after 5.00 pm on a **business day**, it is taken to be received on the next **business day**.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

16.2 Access to information

Upon request, we must give you information about your **energy** consumption or our charges for **customer connection services**. We may charge you a reasonable fee for information requested more than once in any 12 month period.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

If you have a complaint relating to the supply of **energy** to the **premises**, or this contract

generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a *force majeure event*):

- (a) the obligation is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

18.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

18.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a *force majeure event* in any manner other than the manner preferred by that party.

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include **GST**.

- (b) Where an amount paid by you or by us under this contract is payment for a “taxable supply” as defined for **GST** purposes, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the **energy laws**.
- (b) We must inform you of any material amendments to this contract as required by the **energy laws**.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

business day means a day other than a Saturday, a Sunday or a public holiday;

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

customer means a person who buys or wants to buy **energy** from a **retailer**;

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

disconnection means an action to prevent the flow of **energy** to the **premises**, but does not include an **interruption**;

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity;

energy laws means national and Victorian laws and rules relating to energy and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the Electricity Industry Act 2000 (Vic), the Electricity Safety Act (Vic), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of a party;

GSL scheme is the scheme operated by the **ESC** under the **Electricity Distribution Code**;

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the National Electricity (Victoria) Act 2005;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is authorised to sell **energy** to **customers**.

POWERCOR AUSTRALIA LTD
ABN 89 064 651 109
DEEMED DISTRIBUTION CONTRACT

PREAMBLE

This contract is about the services which cover connection of your **premises** to our distribution system, and the **energy** supplied to the **premises**. These services are called “**customer connection services**”.

In addition to this contract, we are required to comply with **energy laws** and other consumer laws in our dealings with you.

You also have a separate contract with your **retailer** dealing with the sale of **energy** to the **premises**.

More information about this contract and other matters is on our website <https://www.powercor.com.au/>

1 THE PARTIES

This contract is between:

Powercor Australia Ltd ABN 89 064 651 109 who provides you with **customer connection services** at the **premises** (in this contract referred to as “we”, “our” or “us”); and

You, the **customer** to whom this contract applies (in this contract referred to as “you” or “your”).

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in **bold and italics** in this contract is explained in Schedule 1 – Glossary.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the **deemed distribution contract** for **customers** under the Electricity Industry Act 2000 (Vic).

3.2 Does this contract apply to you?

This contract applies to you if your **premises** are connected to our distribution system, and you do not have another customer connection contract with us for those **premises**.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the **National Electricity Rules**. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

(a) If your premises are already connected to our distribution system, this contract starts on [insert date of gazettal] (and replaces any previous deemed electricity distribution contract).

(b) If you or your retailer request connection or reconnection of your **premises**, this contract starts on the date that you start to take supply of energy at those **premises**.

4.2 When does this contract end?

(a) This contract ends:

(i) if your **retailer** notifies us that the supply of **energy** to the **premises** is to be disconnected (a ‘termination notice’)—subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 **business**

days notice even if you have vacated the premises earlier; or

- (ii) if you start receiving supply of **energy** for the **premises** under a different customer connection contract—on the date that contract starts; or
 - (iii) if a different **customer** starts receiving supply of **energy** for the **premises**—on the date the connection contract of that **customer** starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 **business days** after we disconnect the **premises** under the **energy laws**, if you have not within that period asked your **retailer** to reconnect the **premises** and met the requirements in the **energy laws** for reconnection.
- (b) If your **retailer** gives us a termination notice but you do not give safe and unhindered access to your **premises** to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide **customer connection services** at the **premises**. We also agree to meet other obligations set out in this contract and to comply with the **energy laws**.
- (b) Charges for **customer connection services** will be billed under your contract with your **retailer**.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of **energy** to your **premises**. This is the role of your **retailer**.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of **customer connection services** at your **premises** safely and in accordance with the **energy laws**.
- (b) Our obligations extend up to the **connection point** where **energy** is to be supplied to the **premises** (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the **Electricity Distribution Code**. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable **GSL scheme**.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

- (a) inform your **retailer** or us of any change to your contact details; and
- (b) inform your **retailer** or us of any change that you are aware of that materially affects

access to your meter or to other equipment involved in providing **customer connection services** at the **premises**; and

- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of **energy** to the **premises** or the **premises** of any other person; and
- (d) inform either your **retailer** or us of any permanent material change to the **energy** load or pattern of usage at the **premises**.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract;
- (b) our reasonable requirements under the **energy laws**, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your **premises** any reasonable or agreed facility required by us to provide **customer connection services** to the **premises**; and
- (c) the obligations imposed on **customers** under the **Electricity Distribution Code** issued by the **ESC** (and if there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails).

6.4 Life support equipment

- (a) If a person living at your **premises** requires life support equipment, you must register the **premises** with your **retailer** or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the **premises**.
- (b) You must tell us or your **retailer** if the life support equipment is no longer required at the **premises**.
- (c) If the **premises** are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned **interruption** to the supply of **energy** to the **premises**; and
 - (ii) at least 4 **business days** notice in writing of any planned **interruptions** to the supply of **energy** to the **premise** (the 4 **business days** to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned **interruption**; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your **premises** under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the **premises** fulfils the obligation.

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the **premises**, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of **energy** under this contract including but not limited to your obligations under the **Electricity Distribution Code**.
- (b) If you no longer want to keep a generator at the **premises** connected to our distribution

system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

- (c) If you want to connect a generator at the premises to our distribution system for the purpose of exporting **energy** (for example, a solar panel), you must apply for a connection service under the **National Electricity Rules**. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of your embedded generator at the **premises** or add any equipment connected to a micro embedded generator, you must apply to us for an increase in capacity so that we can assess whether or not to approve your application. We will be reasonable in our assessment of any application for an increase in capacity and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your **premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or **premises** and we may remove them after disconnection of your electricity supply at the **premises**. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the **premises** connected to our distribution system must have a nominal rating within the nominal voltage supply range for the **connection point**.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your **premises** does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes for customers on SWER lines or customers supplied from single phase substations;
- 63 amperes in aggregate across all phases elsewhere in the distribution network; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your **premises**.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **premises**, except as may be permitted by law; or
- (c) use the **energy** supplied to your **premises** or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of **energy** to another **customer**; or
 - (ii) causes damage or interference to any third party; or
- (d) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the **energy laws** take any or all of the following actions:

- (a) estimate the amount of **energy** obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the **premises**.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a **relevant authority**;
 - (ii) we can interrupt or limit the supply of electricity to your **premises** in accordance with the **energy laws**; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119 and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the **energy laws** or (subject to the other party's compliance with its relevant obligations under the **Electricity Distribution Code**) by a **force majeure event**.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the **energy laws** if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of **energy**, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The Competition and Consumer Act 2010 and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and

- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the **energy laws**, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the **premises**, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter any metering installation at the **premises**; and
- (b) calculate or measure **energy** supplied or taken at the **premises**; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the **premises**; and
- (f) examine or inspect an energy installation at the **premises**; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the **premises**; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the **premises**; and
- (k) perform services requested by you or your **retailer**.

9.2 Our obligations

If we or our representatives seek access to the **premises** under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the **energy laws**; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of **energy** to your **premises** where permitted under the **energy laws**, including for a planned **interruption** or where there is an unplanned **interruption** or in accordance with the conditions of any applicable tariff or under a contract with your **retailer**.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned **interruptions** to the supply of **energy** to the **premises** under the **energy laws** for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another **customer**.
- (b) If your **energy** supply will be affected by a planned **interruption**, we will give you at least 4 **business days** notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of **energy** to your **premises**:

- (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the **customer's** energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;
 - (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24 hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.
- (b) If you request an explanation be in writing we must, within 10 **business days** of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of **energy** to your **premises** or a supply service, we must detail those conditions in our approved annual pricing proposal.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or

- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or
- (c) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or
- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the **energy laws** or this contract in order for us to provide **customer connection services**; or
- (e) if you fail to give us safe and unhindered access to the **premises** as required by clause 9 or any requirement under the **energy laws**; or
- (f) in an **emergency** or for health and safety reasons; or
- (g) if required to do so at the direction of a **relevant authority**; or
- (h) if we are otherwise permitted by the **energy laws** to disconnect the **premises**.

Note: The **energy laws** allow distributors and other authorised people to disconnect or arrange the **disconnection** of **premises** in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c) 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other **customers**;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your **premises** under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a **disconnection** warning notice that:
 - (i) requires you to rectify, within 6 **business days** after the date of issue on the notice, the issue that could lead to **disconnection**; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your **premises** in addition to providing a **disconnection** warning notice; and
- (c) you fail to comply with the **disconnection** warning notice within 6 **business days** after the date of issue.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an **emergency**.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the **energy laws**, we must not disconnect the **premises** during the following times ('the protected period'):
 - (i) on a **business day** before 8.00am or after 2.00 pm (or 3.00pm for **business customers**); or
 - (ii) on a Friday or the day before a public holiday; or

- (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your **premises** may be **disconnected** within the protected period:
- (i) for reasons of health and safety; or
 - (ii) in an **emergency**; or
 - (iii) as directed by a **relevant authority**; or
 - (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of **energy**; or
 - (v) if your **retailer** makes such a request on your behalf; or
 - (vi) if your **premises** contain a commercial business that only operates within the protected period and where access to the **premises** is necessary to effect **disconnection**; or
 - (vii) where the **premises** are not occupied.

12.6 Our rights after disconnection

The **disconnection** of the **premises** does not limit or waive any of the parties' rights and obligations under this contract arising before **disconnection**, including any of your obligations to pay amounts to us or your **retailer**.

12.7 Disconnection fee

If you have not complied with a **disconnection** warning notice and we arrive at the **premises** to **disconnect** the **premises** but do not do so because you rectify the matter referred to in the **disconnection** warning notice, you will be liable to pay a reasonable fee for our attendance at the **premises**.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the **premises** if, within 10 **business days** of your premises being disconnected:
- (i) where your **retailer** asked for the **disconnection**—if we are asked by your **retailer** to reconnect the premises; or
 - (ii) in other circumstances—if:
 - (A) you ask us to arrange for reconnection of your **premises**; and
 - (B) you rectify the matter that led to the **disconnection**; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 **business days** following **disconnection** if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your **retailer** have made arrangements for payment of the relevant reconnection charge; and
- (b) you have complied with our requirements under the relevant **energy laws**; and
- (c) the necessary infrastructure to re-energise the **premises** remains in place; and
- (d) you provide safe and unhindered access to the **premises**,

we must re-energise the premises if the request is made:

- (e) before 3.00 pm on a **business day**, on the day of the request; or
- (f) after 3.00 pm on a **business day**, on the next **business day** or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and
- (g) where we are able to reconnect you by re-energising the **premises** remotely, subject to paragraphs (e) & (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A **retailer** (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we **disconnect** the **premises** where we did not have a right to do so, we must reconnect the **premises** as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract.
- (b) If there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent:
 - (i) in writing;
 - (ii) marked to the attention of the person; and
 - (iii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified in respect of that party.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) in the case of hand delivery, on the date it is handed to the party, left at the party's **premises** (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two **business days** after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a **business day**, or after 5.00 pm on a **business day**, it is taken to be received on the next **business day**.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

16.2 Access to information

Upon request, we must give you information about your **energy** consumption or our charges for **customer connection services**. We may charge you a reasonable fee for information requested more than once in any 12 month period.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

If you have a complaint relating to the supply of **energy** to the **premises**, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a **force majeure event**):

- (a) the obligation is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

18.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

18.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a **force majeure event** must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a **force majeure event** in any manner other than the manner preferred by that party.

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include **GST**.
- (b) Where an amount paid by you or by us under this contract is payment for a “taxable supply” as defined for **GST** purposes, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the **energy laws**.
- (b) We must inform you of any material amendments to this contract as required by the **energy laws**.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

business day means a day other than a Saturday, a Sunday or a public holiday;

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

customer means a person who buys or wants to buy **energy** from a **retailer**;

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

disconnection means an action to prevent the flow of **energy** to the **premises**, but does not include an **interruption**;

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity;

energy laws means national and Victorian laws and rules relating to energy and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the Electricity Industry Act 2000 (Vic), the Electricity Safety Act (Vic), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of a party;

GSL scheme is the scheme operated by the **ESC** under the **Electricity Distribution Code**;

GST has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the National Electricity (Victoria) Act 2005;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is authorised to sell **energy** to **customers**;

SWER means single wire earth return.

Deemed Distribution Contract



June 2017



UNITED ENERGY DISTRIBUTION PTY LTD

ABN 70 064 651 029

DEEMED DISTRIBUTION CONTRACT

PREAMBLE

This contract is about the services which cover connection of your **premises** to our distribution system, and the **energy** supplied to the **premises**. These services are called “**customer connection services**”.

In addition to this contract, we are required to comply with **energy laws** and other consumer laws in our dealings with you.

You also have a separate contract with your **retailer** dealing with the sale of **energy** to the **premises**.

More information about this contract and other matters is on our website <https://www.unitedenergy.com.au>

1 THE PARTIES

This contract is between:

United Energy Distribution Pty Ltd ABN 70 064 651 029 who provides you with **customer connection services** at the **premises** (in this contract referred to as “we”, “our” or “us”); and

You, the **customer** to whom this contract applies (in this contract referred to as “you” or “your”).

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in **bold and italics** in this contract is explained in Schedule 1 – Glossary.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the **deemed distribution contract** for **customers** under the Electricity Industry Act 2000 (Vic).

3.2 When does this contract not apply?

This contract does not apply to you in relation to a particular **premises** to the extent that you have a separate written agreement with us that deals with a matter that is covered by a provision of this contract, to the extent of any inconsistency. If there is any inconsistency between a provision of this contract and a provision of the separate written agreement you have with us, the provision of the separate written agreement will prevail to the extent of the inconsistency.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the **National Electricity Rules**. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

(a) If your **premises** are already connected to our distribution system, this contract starts on [insert date of gazettal] (and replaces any previous deemed electricity distribution contract).

(b) If you or your retailer request connection or reconnection of your **premises**, this contract starts on

the date that you start to take supply of energy at those **premises**.

4.2 When does this contract end?

- (a) This contract ends:
- (i) if your **retailer** notifies us that the supply of **energy** to the **premises** is to be disconnected (a 'termination notice')—subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 **business days** notice even if you have vacated the **premises** earlier; or
 - (ii) if you start receiving supply of **energy** for the **premises** under a different customer connection contract—on the date that contract starts; or
 - (iii) if a different **customer** starts receiving supply of **energy** for the **premises**—on the date the connection contract of that **customer** starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 **business days** after we disconnect the **premises** under the **energy laws**, if you have not within that period asked your **retailer** to reconnect the **premises** and met the requirements in the **energy laws** for reconnection.
- (b) If your **retailer** gives us a termination notice but you do not give safe and unhindered access to your **premises** to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide **customer connection services** at the **premises**. We also agree to meet other obligations set out in this contract and to comply with the **energy laws**.
- (b) Charges for **customer connection services** will be billed under your contract with your **retailer**.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of **energy** to your **premises**. This is the role of your **retailer**.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of **customer connection services** at your **premises** safely and in accordance with the **energy laws**.
- (b) Our obligations extend up to the **connection point** where **energy** is to be supplied to the **premises** (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the **Electricity Distribution Code**. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable **GSL scheme**.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

- (a) inform your **retailer** or us of any change to your contact details; and
- (b) inform your **retailer** or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing **customer connection services** at the **premises**; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of **energy** to the **premises** or the **premises** of any other person; and
- (d) inform either your **retailer** or us of any permanent material change to the **energy** load or pattern of usage at the **premises**.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract;
- (b) our reasonable requirements under the **energy laws**, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your **premises** any reasonable or agreed facility required by us to provide **customer connection services** to the **premises**; and
- (c) the obligations imposed on **customers** under the **Electricity Distribution Code** issued by the **ESC** (and if there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails).

6.4 Life support equipment

- (a) If a person living at your **premises** requires life support equipment, you must register the **premises** with your **retailer** or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the **premises**.
- (b) You must tell us or your **retailer** if the life support equipment is no longer required at the **premises**.
- (c) If the **premises** are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned **interruption** to the supply of **energy** to the **premises**; and
 - (ii) at least 4 **business days** notice in writing of any planned **interruptions** to the supply of **energy** to the **premises** (the 4 **business days** to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned **interruption**; and

- (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your **premises** under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the **premises** fulfils the obligation.

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the **premises**, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of **energy** under this contract including but not limited to your obligations under the **Electricity Distribution Code**.
- (b) If you no longer want to keep a generator at the **premises** connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (c) If you want to connect a generator (for example, a solar panel) at the **premises** to our distribution system for the purpose of exporting **energy** or any other purposes, you must apply for a connection service under the **National Electricity Rules**. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of your embedded generator or add any energy storage equipment at the **premises** you must apply to us for an increase in capacity so that we can assess whether or not to approve your application. We will be reasonable in our assessment of any application for an increase in capacity and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your **premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or **premises** and we may remove them after disconnection of your electricity supply at the **premises**. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the **premises** connected to our distribution system must have a nominal rating within the nominal voltage supply range for the **connection point**.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your **premises** does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes for customers on SWER lines or customers supplied from single phase substations;
- 100 amperes per phase elsewhere in the distribution network; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your **premises**.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your **premises** over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **premises**, except as may be permitted by law; or
- (c) use the **energy** supplied to your **premises** or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of **energy** to another **customer**; or
 - (ii) causes damage or interference to any third party; or
- (d) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the **energy laws** take any or all of the following actions:

- (a) estimate the amount of **energy** obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the **premises**.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a **relevant authority**;
 - (ii) we can interrupt or limit the supply of electricity to your **premises** in accordance with the **energy laws**; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119

and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or

- (ii) the failure to comply arises as a result of the other party's breach of this contract or the **energy laws** or (subject to the party's compliance with its relevant obligations under the **Electricity Distribution Code**) by a **force majeure event**.

- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the **energy laws** if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of **energy**, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The Competition and Consumer Act 2010 and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the **energy laws**, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the **premises**, including taking appropriate action to prevent menacing or attack by animals at the **premises**, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter any metering installation at the **premises**; and
- (b) calculate or measure **energy** supplied or taken at the **premises**; and
- (c) check the accuracy of metered consumption at the **premises**; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the **premises**; and
- (f) examine or inspect an energy installation at the **premises**; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the **premises**; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the **premises**; and
- (k) perform services requested by you or your **retailer**.

9.2 Our obligations

If we or our representatives seek access to the **premises** under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the **energy laws**; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of **energy** to your **premises** where permitted under the **energy laws**, including for a planned **interruption** or where there is an unplanned **interruption** or in accordance with the conditions of any applicable tariff or under a contract with your **retailer**.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned **interruptions** to the supply of **energy** to the **premises** under the **energy laws** for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another **customer**.
- (b) If your **energy** supply will be affected by a planned **interruption**, we will give you at least 4 **business days** notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of **energy** to your **premises**:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances where, in our opinion, the **customer's** energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;
 - (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24 hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
 - (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.

- (b) If you request an explanation be in writing we must, within 10 **business days** (for quality of supply) and 20 **business days** (for reliability of supply and interruption of supply) of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charges or charging category that applies to you for the supply of **energy** to your **premises** or a supply service, we must detail those conditions in our approved annual pricing proposal.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) You agree that we may assign or reassign any tariff or any component thereof by applying the criteria approved by the AER.

11.4 When will we bill you directly?

We may bill you directly for some services that we provide you directly, i.e. that we do not provide to your **retailer** to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or
- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or
- (c) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or
- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the **energy laws** or this contract in order for us to provide **customer connection services**; or
- (e) if you fail to give us safe and unhindered access to the **premises** as required by clause 9 or any requirement under the **energy laws**; or
- (f) in an **emergency** or for health and safety reasons; or
- (g) if required to do so at the direction of a **relevant authority**; or
- (h) if we are otherwise permitted by the **energy laws** to disconnect the **premises**.

Note: The **energy laws** allow distributors and other authorised people to disconnect or arrange the **disconnection of premises** in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c), 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other **customers**;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your **premises** under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a **disconnection** warning notice that:
 - (i) requires you to rectify, within 5 **business days** of date of receipt of the notice set out in clause 15 (b), the issue that could lead to **disconnection**; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your **premises** in addition to providing a **disconnection** warning notice; and
- (c) you fail to comply with the **disconnection** warning notice within 5 **business days** after the date of receipt.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an **emergency**.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the **energy laws**, we must not disconnect the **premises** during the following times ('the protected period'):
 - (i) on a **business day** before 8.00am or after 2.00 pm (or 3.00pm for **business customers**); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your **premises** may be **disconnected** within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an **emergency**; or
 - (iii) as directed by a **relevant authority**; or

- (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of **energy**; or
- (v) if your **retailer** makes such a request on your behalf; or
- (vi) if your **premises** contain a commercial business that only operates within the protected period and where access to the **premises** is necessary to effect **disconnection**; or
- (vii) where the **premises** are not occupied.

12.6 Our rights after disconnection

The **disconnection** of the **premises** does not limit or waive any of the parties' rights and obligations under this contract arising before **disconnection**, including any of your obligations to pay amounts to us or your **retailer**.

12.7 Disconnection fee

If you have not complied with a **disconnection** warning notice and we arrive at the **premises** to **disconnect** the **premises** but do not do so because you rectify the matter referred to in the **disconnection** warning notice, you will be liable to pay a reasonable fee for our attendance at the **premises**.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the **premises** if, within 10 **business days** of your **premises** being disconnected:
 - (i) where your **retailer** asked for the **disconnection**—if we are asked by your **retailer** to reconnect the **premises**; or
 - (ii) in other circumstances—if:
 - (A) you ask us to arrange for reconnection of your **premises**; and
 - (B) you rectify the matter that led to the **disconnection**; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 **business days** following **disconnection** if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your **retailer** have made arrangements for payment of the relevant reconnection charge; and
- (b) you have complied with our requirements under the relevant **energy laws**; and
- (c) the necessary infrastructure to re-energise the **premises** remains in place; and
- (d) you provide safe and unhindered access to the **premises**,

we must re-energise the **premises** if the request is made:

- (e) before 3.00 pm on a **business day**, on the day of the request; or
- (f) after 3.00 pm on a **business day**, on the next **business day** or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and
- (g) where we are able to reconnect you by re-energising the **premises** remotely, subject to paragraphs (e) & (f), we will use our best endeavours to reconnect you within two hours of a request being

validated by us,

unless you request a later time. A **retailer** (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we **disconnect** the **premises** where we did not have a right to do so, we must reconnect the **premises** as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract.
- (b) If there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be in writing and, left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified or notified in respect of that party, or where you are the addressee, left at, or sent by ordinary pre-paid post to the premises.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) in the case of hand delivery, on the date it is handed to the party, left at the party's **premises** (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two **business days** after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a **business day**, or after 5.00 pm on a **business day**, it is taken to be received on the next **business day**.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

16.2 Access to information

Upon request, we must give you information about your **energy** consumption or our charges for **customer connection services**. We may charge you a reasonable fee but only if;

- a) the request is not the first request made by the **small customer** within the preceding year; or
- b) the interval data relates to a period prior to the preceding two years; or
- c) the requests is for interval data in a non-standard format.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

If you have a complaint relating to the supply of **energy** to the **premises**, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a **force majeure event**'):

- (a) the obligation is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

18.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

18.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a **force majeure event** must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a **force majeure event** in any manner other than the manner preferred by that party.

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and

- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include **GST**.
- (b) Where an amount paid by you or by us under this contract is payment for a “taxable supply” as defined for **GST** purposes, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the **energy laws**.
- (b) We must inform you of any material amendments to this contract as required by the **energy laws**.

Simplified explanation of terms

AER means the Australian Energy Regulator;

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

business day means a day other than a Saturday, a Sunday or a public holiday in Victoria;

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

customer means a person who buys or wants to buy **energy** from a **retailer**;

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

disconnection means an action to prevent the flow of **energy** to the **premises**, but does not include an **interruption**;

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity;

energy laws means national and Victorian laws and rules relating to energy and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the Electricity Industry Act 2000 (Vic), the Electricity Safety Act (Vic), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the

ESC;

ESC means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of a party;

GSL scheme is the guaranteed service levels scheme operated by the **ESC** under the **Electricity Distribution Code**;

GST has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the National Electricity (Victoria) Act 2005;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to avoid doubt, may include your electrical installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is licensed to sell **energy** to **customers**.

small customer means a domestic customer or small business customer, who is not a domestic customer, and whose aggregate consumption of electricity taken from a supply point is not, or in the case of a new supply point is not likely to be, more than 40 MWh per annum;

SWER means single wire earth return.

JEMENA ELECTRICITY NETWORKS (VIC) LTD

ABN 82 064 651 083

DEEMED DISTRIBUTION CONTRACT

PREAMBLE

This contract is about the services which cover connection of your **premises** to our distribution system, and the **energy** supplied to the **premises**. These services are called "**customer connection services**".

In addition to this contract, we are required to comply with **energy laws** and other consumer laws in our dealings with you.

You also have a separate contract with your **retailer** dealing with the sale of **energy** to the **premises**.

More information about this contract and other matters is on our website <http://jemena.com.au>.

1 THE PARTIES

This contract is between:

Jemena Electricity Networks (Vic) Ltd ABN 82 064 651 083 who provides you with **customer connection services** at the **premises** (in this contract referred to as "we", "our" or "us"); and

You, the **customer** to whom this contract applies (in this contract referred to as "you" or "your").

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in **bold and italics** in this contract is explained in Schedule 1 – Glossary.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the **deemed distribution contract** for **customers** under the Electricity Industry Act 2000 (Vic).

3.2 Does this contract apply to you?

This contract applies to you in relation to a particular **premises** to the extent that there is no separate written agreement between you and us that deals with a matter that is covered by this contract. If there is any inconsistency between a provision in this contract and a provision in the separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the **National Electricity Rules**. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

(a) If your premises are already connected to our distribution system, this contract starts on *[insert date of gazetta]* (and replaces any previous deemed electricity distribution contract).

(b) If you or your retailer request connection or reconnection of your **premises**, this contract starts on the date that you start to take supply of energy at those **premises**.

4.2 When does this contract end?

(a) This contract ends:

- (i) if your **retailer** notifies us that the supply of **energy** to the **premises** is to be disconnected (a ‘termination notice’)—subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 **business days** notice even if you have vacated the premises earlier; or
 - (ii) if you start receiving supply of **energy** for the **premises** under a different customer connection contract—on the date that contract starts; or
 - (iii) if a different **customer** starts receiving supply of **energy** for the **premises**—on the date the connection contract of that **customer** starts; or
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 **business days** after we disconnect the **premises** under the **energy laws**, if you have not within that period asked your **retailer** to reconnect the **premises** and met the requirements in the **energy laws** for reconnection.
- (b) If your **retailer** gives us a termination notice but you do not give safe and unhindered access to your **premises** to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
 - (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide **customer connection services** at the **premises**. We also agree to meet other obligations set out in this contract and to comply with the **energy laws**.
- (b) Charges for **customer connection services** will be billed under your contract with your **retailer**.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of **energy** to your **premises**. This is the role of your **retailer**.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of **customer connection services** at your **premises** safely and in accordance with the **energy laws**.
- (b) Our obligations extend up to the **connection point** where **energy** is to be supplied to the **premises** (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the **Electricity Distribution Code**. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable **GSL scheme**.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

- (a) inform your **retailer** or us of any change to your contact details; and
- (b) inform your **retailer** or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing **customer connection services** at the **premises**; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of **energy** to the **premises** or the **premises** of any other person; and
- (d) inform either your **retailer** or us of any permanent material change to the **energy** load or pattern of usage at the **premises**.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract; and
- (b) our reasonable requirements under the **energy laws**, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your **premises** any reasonable or agreed facility required by us to provide **customer connection services** to the **premises**; and
- (c) the obligations imposed on **customers** under the **Electricity Distribution Code** issued by the **ESC** (and if there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails).

6.4 Life support equipment

- (a) If a person living at your **premises** requires life support equipment, you must register the **premises** with your **retailer** or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the **premises**.
- (b) You must tell us or your **retailer** if the life support equipment is no longer required at the **premises**.
- (c) If the **premises** are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned **interruption** to the supply of **energy** to the **premises**; and
 - (ii) at least 4 **business days** notice in writing of any planned **interruptions** to the supply of **energy** to the **premises** (the 4 **business days** to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned **interruption**; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your **premises** under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the **premises** fulfils the obligation.

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the **premises**, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of **energy** under this contract including but not limited to

your obligations under the **Electricity Distribution Code**.

- (b) If you no longer want to keep a generator at the **premises** connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (c) If you want to connect a generator (for example, a solar panel) at the **premises** to our distribution system for the purpose of exporting **energy** or any other purposes, you must apply for a connection service under the **National Electricity Rules**. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of your embedded generator or add any energy storage equipment at the **premises** you must apply to us for an increase in capacity so that we can assess whether or not to approve your application. We will be reasonable in our assessment of any application for an increase in capacity and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your **premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or **premises** and we may remove them after disconnection of your electricity supply at the **premises**. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the **premises** connected to our distribution system must have a nominal rating within the nominal voltage supply range for the **connection point**.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your **premises** does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes per phase ; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your **premises**.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **premises**, except as may be permitted by law; or
- (c) use the **energy** supplied to your **premises** or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of **energy** to another **customer**; or
 - (ii) causes damage or interference to any third party; or
- (d) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the **energy laws** take any or all of the following actions:

- (a) estimate the amount of **energy** obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the **premises**.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a **relevant authority**;
 - (ii) we can interrupt or limit the supply of electricity to your **premises** in accordance with the **energy laws**; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119 and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the **energy laws** or (subject to the party's compliance with its relevant obligations under the **Electricity Distribution Code**) by a **force majeure event**.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the **energy laws** if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of **energy**, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The Competition and Consumer Act 2010 and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and

- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the **energy laws**, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the **premises**, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter any metering installation at the **premises**; and
- (b) calculate or measure **energy** supplied or taken at the **premises**; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the **premises**; and
- (f) examine or inspect an energy installation at the **premises**; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the **premises**; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the **premises**; and
- (k) perform services requested by you or your **retailer**.

9.2 Our obligations

If we or our representatives seek access to the **premises** under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the **energy laws**; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of **energy** to your **premises** where permitted under the **energy laws**, including for a planned **interruption** or where there is an unplanned **interruption** or in accordance with the conditions of any applicable tariff or under a contract with your **retailer**.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned **interruptions** to the supply of **energy** to the **premises** under the **energy laws** for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another **customer**.
- (b) If your **energy** supply will be affected by a planned **interruption**, we will give you at least 4 **business days** notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of **energy** to your **premises**:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances

where, in our opinion, the **customer's** energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;

- (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24 hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.
- (b) If you request an explanation be in writing we must, within 10 **business days** (for quality of supply) and 20 **business days** (for reliability of supply and interruption of supply) of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment of charges via your retailer

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Assignment of Network Tariffs

You agree that we may assign or reassign your network tariff or any component thereof by applying the criteria approved by the Australian Energy Regulator in conjunction with our network tariffs. Any such assignment or reassignment will be based on the load and connection characteristics at your **connection point**. Additional information on network tariffs may be obtained from our website.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or
- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or

- (c) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or
- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the **energy laws** or this contract in order for us to provide **customer connection services**; or
- (e) if you fail to give us safe and unhindered access to the **premises** as required by clause 9 or any requirement under the **energy laws**; or
- (f) in an **emergency** or for health and safety reasons; or
- (g) if required to do so at the direction of a **relevant authority**; or
- (h) if we are otherwise permitted by the **energy laws** to disconnect the **premises**.

Note: The **energy laws** allow distributors and other authorised people to disconnect or arrange the **disconnection of premises** in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c), 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other **customers**;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your **premises** under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a **disconnection** warning notice that:
 - (i) requires you to rectify, within 5 **business days** of date of receipt of the notice set out in clause 15(b), the issue that could lead to **disconnection**; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your **premises** in addition to providing a **disconnection** warning notice; and
- (c) you fail to comply with the **disconnection** warning notice within 5 **business days** after the date of receipt.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an **emergency**.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the **energy laws**, we must not disconnect the **premises** during the following times ('the protected period'):
 - (i) on a **business day** before 8.00am or after 2.00 pm (or 3.00pm for **business customers**); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.

- (b) Your **premises** may be **disconnected** within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an **emergency**; or
 - (iii) as directed by a **relevant authority**; or
 - (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of **energy**; or
 - (v) if your **retailer** makes such a request on your behalf; or
 - (vi) if your **premises** contain a commercial business that only operates within the protected period and where access to the **premises** is necessary to effect **disconnection**; or
 - (vii) where the **premises** are not occupied.

12.6 Our rights after disconnection

The **disconnection** of the **premises** does not limit or waive any of the parties' rights and obligations under this contract arising before **disconnection**, including any of your obligations to pay amounts to us or your **retailer**.

12.7 Disconnection fee

If you have not complied with a **disconnection** warning notice and we arrive at the **premises** to **disconnect** the **premises** but do not do so because you rectify the matter referred to in the **disconnection** warning notice, you will be liable to pay a reasonable fee for our attendance at the **premises**.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the **premises** if, within 10 **business days** of your premises being disconnected:
 - (i) where your **retailer** asked for the **disconnection**—if we are asked by your **retailer** to reconnect the premises; or
 - (ii) in other circumstances if:
 - (A) you ask us to arrange for reconnection of your **premises**; and
 - (B) you rectify the matter that led to the **disconnection**; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 **business days** following **disconnection** if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your **retailer** have made arrangements for payment of the relevant reconnection charge; and
 - (b) you have complied with our requirements under the relevant **energy laws**; and
 - (c) the necessary infrastructure to re-energise the **premises** remains in place; and
 - (d) you provide safe and unhindered access to the **premises**,
- we must re-energise the premises if the request is made:
- (e) before 3.00 pm on a **business day**, on the day of the request; or
 - (f) after 3.00 pm on a **business day**, on the next **business day** or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and

- (g) where we are able to reconnect you by re-energising the **premises** remotely, subject to paragraphs (e) & (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A **retailer** (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we **disconnect** the **premises** where we did not have a right to do so, we must reconnect the **premises** as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract.
- (b) If there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails.

15 NOTICES AND BILLS

Notices and bills (where relevant) under this contract must be:

- (i) in writing; and
- (ii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified or notified in respect of that party, or where you are the addressee, left at, or sent by ordinary pre-paid post to the **premises**.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
- (i) in the case of hand delivery, on the date it is handed to the party, left at the party's **premises** (in your case) or one of our offices (which excludes depots) (in our case); or
- (ii) on the date two **business days** after it is posted; or
- (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a **business day**, or after 5.00 pm on a **business day**, it is taken to be received on the next **business day**.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

16.2 Access to information

Upon request, we must give you information about your **energy** consumption or our charges for **customer connection services**. We may charge you a reasonable fee for information requested more than once in any 12 month period or where the nature, format or frequency of information requested is such that the **energy laws** permit us to charge you a fee.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

If you have a complaint relating to the supply of **energy** to the **premises**, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a **force majeure event**):

- (a) the obligation is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

18.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

18.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a **force majeure event** must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a **force majeure event** in any manner other than the manner preferred by that party.

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include **GST**.
- (b) Where an amount paid by you or by us under this contract is payment for a "taxable supply" as defined for **GST** purposes, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the

recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the **energy laws**.
- (b) We must inform you of any material amendments to this contract as required by the **energy laws**.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

business day means a day other than a Saturday, a Sunday or a public holiday in Victoria;

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

customer means a person who buys or wants to buy **energy** from a **retailer**;

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

disconnection means an action to prevent the flow of **energy** to the **premises**, but does not include an **interruption**;

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity;

energy laws means national and Victorian laws and rules relating to energy and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the Electricity Industry Act 2000 (Vic), the Electricity Safety Act (Vic), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of a party;

GSL scheme is the guaranteed service levels scheme operated by the **ESC** under the **Electricity Distribution Code** or any similar successor or replacement scheme established under **energy laws** and which is applicable in Victoria;

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the National Electricity (Victoria) Law as defined in the National Electricity (Victoria) Act 2005;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to

avoid doubt, may include your electrical installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is licensed to sell **energy** to **customers**.