



Victoria Government Gazette

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SPECIAL

**Electricity Industry Act 1993
2001 MAXIMUM UNIFORM TARIFFS
– PULSE ENERGY (GST Inclusive)**

Tariff Type	Current Tariff c/kWh	Proposed Tariff c/kWh
1 RESIDENTIAL		
1.1 Winner Tariff GH/GL		
Energy Prices:		
*Peak Periods (7am to 11pm Monday to Friday)		
All consumption	19.44	19.15
*Off-Peak Periods (All other times)		
All consumption	4.21	4.15
1.2 Residential Tariffs GD and GR		
First 1020 kWh/quarter	13.32	13.12
Balance	14.05	13.84
1.4 Off-Peak Load Managed Storage Water Heating Tariff Y6/YT		
All consumption	4.21	4.15
Supply under Tariff Y6 is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements		
1.5 Off-Peak Storage Water Heating Tariff Y8 (Available only to installations currently taking supply under this tariff)		
All consumption	5.01	4.93
Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage water heaters of approved types		
1.7 Off-Peak Storage Space Heating Tariff J6/JT		
All consumption	4.21	4.15
Supply under Tariff J6 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is taken in conjunction with Tariff Y6		
1.8 Off-Peak Storage Space Heating Tariff J8		
All consumption	5.01	4.93
Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is taken in conjunction with Tariff Y8		
1.9 Off-Peak Storage Space Heating Tariff J		
All consumption	5.01	4.93
Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is taken in conjunction with a storage water heating tariff		

	Tariff Type	Current Tariff c/kWh	Proposed Tariff c/kWh
1.10	Supply Charge		
	On each account rendered/quarter	38.11	37.54
1.11	Default Tariff GD		
	First 1020 kWh/quarter	N/A	13.76
	Balance	N/A	14.52
	Supply Charge (\$/quarter)	N/A	39.38
2	GENERAL PURPOSE LOW VOLTAGE		
2.1	(a) General Purpose Tariff E		
	First 7000 kWh/month	18.35	18.07
	Balance	13.97	13.76
	Supply Charge – on each account rendered	\$14.28/mth	\$14.07/mth
	(b) Tariff E1 (Available only to installations currently taking supply under this tariff) Energy Prices:		
	• 7am to 11pm – First 5500 kWh/month	21.36	21.04
	– Balance	13.89	13.68
	• 11pm to 7am – All consumption	4.46	4.39
	Supply Charge – on each account rendered	\$14.28/mth	\$14.07/mth
2.2	Commercial Residential Tariff G (Available only to installations currently taking supply under this tariff)		
	First 5000 kWh/month	18.83	18.55
	Balance	15.03	14.80
	Supply Charge – on each account rendered	\$14.28/mth	\$14.07/mth
2.3	Metered Demand Tariff V (Available only to installations currently taking supply under this tariff)		
	Energy Price	6.03	5.94
	Demand Price	\$21.06/mth	\$20.74/mth
	The minimum chargeable demand is the higher of 100kW or 60% of agreed demand		
2.4	Contract Demand Time-of-Use Tariff L Energy Prices		
	• Peak Periods (7am to 11pm Monday to Friday) All consumption	12.65	12.46

	Tariff Type	Current Tariff c/kWh	Proposed Tariff c/kWh
	<ul style="list-style-type: none"> ● Off-Peak Periods (All other times) All consumption 	2.59	2.55
	Demand price	\$4.19/mth	\$4.13/mth
	Minimum chargeable demand 250kW		
	Supply Charge – on each account rendered	\$393.71/mth	\$387.80/mth
2.5	General Purpose Time-of-Use Tariff D		
	Energy prices		
	<ul style="list-style-type: none"> ● Peak Periods (7am to 11pm Monday to Friday) All consumption 	18.54	18.26
	<ul style="list-style-type: none"> ● Off-Peak Periods (All other times) All consumption 	3.66	3.61
	Supply charge – on each account rendered	\$14.28/mth	\$14.07/mth
2.6	Resale Price		
	Price for reselling (applicable to premises such as caravan parks where the proprietor is authorised under the Electric Light and Power Act to charge customers for electricity actually used)		
	Maximum resale price where token or prepaying meters are installed: all energy	14.05	13.84
	Resale price where kilowatt hour (kWh) meters are installed: as per Tariff GD/GR		
2.7	Default Tariff E		
	First 7000 kWh/month	N/A	18.96
	Balance	N/A	14.43
	Supply Charge (\$/month)	N/A	14.75
3	COMMUNITY SERVICE		
3.1	Community Service Tariff N		
	All consumption	16.18	15.94
	Supply Charge – on each account rendered	\$16.40/mth	\$16.15/mth
3.2	Tariff N1		
	(Available only to installations currently taking supply under this tariff)		
	Energy Prices		
	<ul style="list-style-type: none"> ● 7am to 11pm – All consumption 	16.18	15.94
	<ul style="list-style-type: none"> ● 11pm to 7am – All consumption 	5.12	5.04
	Supply Charge – on each account rendered	\$16.40/mth	\$16.15/mth

	Tariff Type	Current Tariff c/kWh	Proposed Tariff c/kWh
4	FARM		
4.1	Farm Tariff B		
	Energy Prices		
	First 690 kWh/quarter	22.29	21.96
	Next 14310 kWh/quarter	20.60	20.29
	Next 72000 kWh/quarter	17.22	16.96
	Balance	15.96	15.72
	Supply Charge – on each account rendered	\$49.18/qtr	\$48.44/qtr
4.2	Tariff B1		
	(Available only to installations currently taking supply under this tariff)		
	Energy Prices:		
	● 7am to 11pm		
	First 690 kWh/quarter	22.29	21.96
	Next 14310 kWh/quarter	20.60	20.29
	Next 72000 kWh/quarter	17.22	16.96
	Balance	15.96	15.72
	● 11pm to 7am		
	All consumption	5.12	5.04
	Supply Charge – on each account rendered	\$49.18/qtr	\$48.44/qtr
5.	Public Lighting		
5.1	Lanterns on Current Offer		
	Mercury 80W All Night *	89.36	56.55
	Mercury 125W All Night *	117.25	83.96
	Sodium 70W All Night *	89.36	39.87
	Sodium 100W All Night *	109.25	59.70
	Sodium 150W All Night *	167.38	127.92
	Sodium 150W 24 Hour Daily *	369.53	327.04
	Sodium 250W All Night *	200.53	160.54
	Sodium 250W 24 Hour Daily *	468.60	424.58
	Sodium 400W All Night *	310.09	266.76
	5.2 Lanterns not on Current Offer		
	Incandescent 100W All Night	270.09	n/a
	Incandescent 100W Special All Night	344.47	n/a
	Incandescent 150W All Night	329.91	n/a
	Incandescent 200W All Night	349.73	n/a
	Incandescent 200W Special All Night	383.29	n/a
	Incandescent 300W All Night	411.99	n/a
	Incandescent 500W All Night	494.87	n/a
	Incandescent 500W Special All Night	526.82	n/a
	Incandescent 750W All Night	605.66	n/a
	Fluorescent 2X20W All Night *	101.06	72.57

Tariff Type	Current Tariff c/kWh	Proposed Tariff c/kWh
Fluorescent 2X20W Special All Night *	118.05	89.30
Fluorescent 2X20W 24 Hour Daily *	161.73	132.32
Fluorescent 3X20W All Night *	120.07	91.03
Fluorescent 3X20W 24 Hour Daily *	205.38	175.06
Fluorescent 4X20W All Night *	284.22	248.80
Mercury 50W All Night *	96.62	63.61
Mercury 250W All Night *	288.69	250.72
Mercury 400W All Night *	345.26	305.63
Mercury 700W (Excl Pole) All Night *	517.11	456.58
Mercury 700W (Excl Pole) Special All Night Offer *	561.58	500.38
Mercury 700W (Incl Pole) All Night *	625.87	563.70
Sodium 90W All Night	233.68	n/a
Sodium 90W 24 Hour Daily	344.88	n/a
Sodium 180W All Night	304.03	n/a
Sodium (one lamp) 2X400W All Night	440.29	n/a
Sodium (two lamp) 2X400W All Night	611.73	n/a
6 MISCELLANEOUS CHARGES		
6.1 Traffic Control Signals		
Supply charge each metered installation	16.40	16.15
If installation is not metered	11.47	11.30
Pulse energy rate of	9.14	9.00
6.2 Security Lighting		
Domestic & Commercial Residential "Light Sentry" 2X20W fluorescent or 50 mercury Lamp (retained for existing installations only)	38.28	37.71
6.3 Telecom Telephone Cabinets		
1X20W fluorescent, plus energy used by STD telephone (24 hour operation). Provision of unmetered energy only per cabinet per year	40.03	39.43
6.4 Unmetered Supplies		
Less than 50 Watts/month	19.14	18.85
Mobile X-ray unit or equivalent/day	11.29	11.12
Identilite/sign/month	67.06	66.05
Telecom remote Customer Multiplexer/month	38.32	37.75
Mobile radio network/month	47.27	46.56
Remote weather stations/month	18.01	17.74
Metrolite bus shelters		
S1 Full advertising/month	30.00	29.55
S2 Limited advertising/month	21.80	21.47
S3 Vandal-proof no advertising/month	18.78	18.50
Ice warning lamps/month	17.89	17.62
Vic Roads Misc Charge VR1	3,914.81	3,856.09

Tariff Type	Current Tariff c/kWh	Proposed Tariff c/kWh
Vic Roads Misc Charge VR2	8,526.24	8,398.35
Vic Roads Misc Charge VR3	7,866.54	7,748.54
Vic Roads Misc Charge VR4	5,216.03	5,137.79
Vic Roads Misc Charge VR5	1,593.39	1,569.49
PTC Misc Charge 1 PTC1	1,617.07	1,592.81
PTC Misc Charge 2 PTC2	834.37	821.85
PTC Misc Charge 3 PTC3	340.43	335.32
Telecom Misc Charge TC1	3,450.88	3,399.12
Telecom Misc Charge TC2	4.24	4.18
Telecom Misc Charge TC3	3,440.83	3,389.22
Point Leo Trust Misc PL1	7.50	7.39
Rosebud Trust Misc RF1	604.09	595.03
West Rosebud Trust Misc WRF1	68.20	67.18
Rye Trust Misc RYE1	123.37	121.52
Tootgarook Trust Misc TOO1	46.71	46.01
Tyrone Trust Misc TYR1	37.46	36.90
Parks Vic Misc PRK1	56.39	55.54
Manningham Council Misc MC1	8,381.16	8,255.44
Parks Vic Misc PRK2	29.35	28.91
Parks Vic Misc PRK3	222.42	219.08
Parks Vic Misc PRK4	247.86	244.41
Crib Point Terminal CPT1	50.48	49.72
Misc Charge 1 MCO1	62.59	61.65
Misc Charge 2 PTC4	52.88	52.09
Misc Charge 3 GLO1	23.55	23.20
Misc Charge 4 TEL1	275.97	271.83
Misc Charge 5 MET1	42.83	42.19
Misc Charge 6 GLO2	25.79	25.40
Misc Charge 7 GLO3	728.49	717.56
Misc Charge 8 MON1	60.06	59.16
Misc Charge 9 CPP1	86.41	85.11
Misc Charge 10 C&G1	32.48	31.99
Misc Charge 11 KCC1	101.93	100.40
Misc Charge 12 PTC5	145.28	143.10
Misc Charge 13 VR6	57.20	56.34
Misc Charge 14 MSC1	106.72	105.12
Misc Charge 15 MCC1	116.25	114.51
Misc Charge 16 MCO2	58.10	57.23
Misc Charge 17 SJC1	28.72	28.29

Tariff Type	Current Tariff c/kWh	Proposed Tariff c/kWh
Misc Charge 18 TEL2	1,046.37	1,030.67
Misc Charge 19 TEL3	227.02	223.61
Misc Charge 20 GD1	51.76	50.98
Misc Charge 21 GD2	234.20	230.69

* Operating and Maintenance costs will be passed through with other excluded services charges as applicable

Electricity Industry Act 1993
PULSE ENERGY PTY LTD
TERMS & CONDITIONS
DEEMED & STANDING CONTRACTS

1. Contract

- 1.1 This is the contract made between the *Customer* and Pulse Energy Pty Ltd ("*Pulse*") in accordance with the **Electricity Industry Act 1993** (Vic) ("*Contract*").

2. Term

- 2.1 This *Contract* commences on 1 January 2001 or the date upon which the *Customer* commences to take *Supply* from Pulse and continues until terminated in accordance with this *Contract* or if this *Contract* is not terminated prior to 31 December 2003, this *Contract* will terminate on 31 December 2003 unless *Pulse* extends the operation of the *Contract* by written *Notice* to the *Customer*.

3. Warning to Customers

- 3.1 The quality, frequency and continuity of *Supply* of electricity is subject to a variety of factors including, without limitation, accidents, weather and the acts of third parties such as other customers, *Regulatory Bodies* and generators. Accordingly, the inherent nature of electricity is such that neither *LNSP* nor *Pulse* can guarantee:

- (1) the quality of frequency of electricity supplied to any *Customer*; or
- (2) the continuity of *Supply* of electricity.

- 3.2 Variations in voltage or frequency may cause damage, for example, to appliances or machines connected to *Supply* at the time. If the *Customer* requires a service which is not subject to interruptions or variations in voltage or frequency, the *Customer* will need to install appropriate equipment to meet that requirement, install suitable protection devices, or take other appropriate measures.

4. Regulatory and Other compliance Obligations of Pulse and the Customer

- 4.1 *Pulse* and the *Customer* must comply with the obligations imposed on them by all *Applicable Regulations* and any agreement they may have, jointly, or singly, with *LNSP* in relation to the *Supply* of electricity to the *Supply Point*.

- 4.2 The provisions of the Retail Code are incorporated into this *Contract* as rights and obligations of both *Pulse* and the *Customer*, except to the extent that they are specifically varied by this *Contract*. *Pulse* will provide a copy of the Retail Code, free of charge, upon receiving a request from a *Customer*.

5. Customer's Rights and Obligations

- 5.1 The *Customer* agrees to:

- (1) purchase electricity at the *Supply Point* from *Pulse* on the terms of this *Contract*;
- (2) co-operate with the *LNSP* in the exercise by the *LNSP* of its rights or obligations under any *Applicable Regulation*;
- (3) comply with any notice issued by the *LNSP* to the *Customer* from time to time;
- (4) inform *Pulse* of any relevant change of contract details as soon as possible after the change has occurred and provide or confirm contact and identification details at *Pulse*'s reasonable request;
- (5) give *Pulse* at least 3 *Business Days Notice* of the date on which the *Customer* intends to vacate the *Customer's Supply Address* and a forwarding address to which a final bill may be sent and if the *Customer* fails to do so *Pulse* may continue to charge the *Customer* for consumption at the *Supply Address* in accordance with the *Retail Code*;
- (6) allow *Pulse* or any *Representative* of *Pulse* safe, convenient and unhindered access to the *Customer's Supply Address* for the purpose of reading the meter and for connection, disconnection and reconnection or other works to be carried out by the *LNSP*;

- (7) notify **Pulse** if the **Customer's Maximum Demand** as notified to the **Customer** by the **LNSP** or **Pulse** from time to time increases or is planned to increase significantly;
- (8) provide and maintain at the **Customer's Supply Address** a facility to protect the **LNSP's** equipment which meets the requirements of the **Retail Tariff Metering Code**;
- (9) not allow a person, other than a person who is (to the best of the **Customer's** knowledge) an electrician, to perform any wiring work on the **Electrical Installation**;
- (10) not use the electricity supply in a manner that the **Customer** ought reasonably to be aware may (i) interfere with the **LNSP's** distribution system or with supply to any other electrical installation, or (ii) cause damage or interference to any third party;
- (11) not interfere, or knowingly allow interference, with the **LNSP's** distribution system or any metering equipment at the **Supply Address**, except as may be permitted by any **Applicable Regulation**;
- (12) keep electric lines clear in accordance with the **State Electricity Commission Act 1958**, the **Electricity Industry Act 1993** and the **Electricity Safety Act 1998**, and regulations and codes made under any of these Acts, (including the Code of Practice for Powerline Clearance (Vegetation) Regulations (1996) and the Electricity Safety (Network Assets) Regulations 1997) and pay **LNSP's** reasonable costs if the **Customer** fails to do so; and
- (13) where there is more than one **Supply Point** at the **Supply Address**, ensure that no interconnection is made between these Supply Points without the prior written consent of **Pulse**.
- (14) inform **Pulse** if the **Customer** anticipates that payment of a bill by the pay by date may not be possible.

6. **Pulse's Rights and Obligations**

- 6.1 **Pulse** must use its best endeavours to procure that **LNSP Supply** electricity to the **Supply Point** and will sell the electricity **Supplied** by **LNSP** on the terms of this **Contract**.
- 6.2 **Pulse** may, in accordance with the **Privacy Act 1988** (Cth) and subject to any guidelines published by the ORG relating to a **Customer's** credit standing forward certain information relating to the **Customer** (including the **Customer's** identification details and details of any amounts outstanding) to a credit reporting agency.

7. **Customer's Consent**

- 7.1 The **Customer** consents to **Pulse** and the **LNSP** and anyone appointed by **Pulse** or **LNSP** to:
 - (1) access meters, check meters and other metering equipment;
 - (2) use the **Customer's** information including any information collected from metering equipment for the purposes contemplated by or in order to comply with the **Applicable Regulations** and for planning, operating or maintaining the distribution network, for protecting the safety and security of any person or property, for billing or a hedging contract, contract of insurance or other third party contract which relates to the sale or **Supply** of electricity to the **Customer** and for determining the **Customer's** past and ongoing energy consumption or to clarify **NEMMCO** bills for total energy purchases, including netting off the **Customer's** usage in settlements with **NEMMCO** or the wholesale market and for contract administration, forecasting, hedging.

8. **Charges**

- 8.1 The **Customer** must pay **Pulse** for:
 - (1) all electricity which passes through the **Delivery Point** at the **Customer's Supply Address** at the prices for electricity published by **Pulse** in the Government Gazette as **Pulse's Tariff Rates** from time to time;

- (2) for any other services *Pulse* provides to the *Customer* at the prices listed in the *Schedule of Fees*;
 - (3) for any other costs *Pulse* incurs and which are attributable to the *Customer* in accordance with clause 8.3
- 8.2 *Pulse* will allocate each *Customer* to a tariff category and Customers who are within the same category prior to 1 January 2001 will be allocated to a common tariff category under this *Contract*.
- 8.3 The *Customer* must pay *Pulse* for the following costs which are not included in *Pulse*'s *Tariff Rate*:
 - (1) costs of maintaining or replacing a meter which may be required other than as a result of normal wear and tear;
 - (2) costs related to the purchase, installation or maintenance of, or otherwise associated with, any second tier/interval metering;
 - (3) any cost to *Pulse* arising from any changes in existing taxes, their application or interpretation, or new taxes levied by any government body relating to the generation, purchase, delivery or sale of electricity supplied under this contract.
 - (4) the cost of any *Excluded Services*, charged by the *LNSP* to *Pulse* relating to the *Customer*; and
 - (5) costs associated with any change to the network tariff charged by the *LNSP* to *Pulse*, other than changes associated with annual CPI linked review
- 8.4 *Pulse* may pass through to the *Customer* any cost incurred by *Pulse* in providing any assistance to the *LNSP* in the enforcement of any of the *LNSP*'s rights in relation to obligations the *Customer* has under clauses 4 and 6 of this *Contract*.
- 9. Other Goods or Services or Related Charges**
- 9.1 *Pulse* may include any other charges attributable to the *Customer* on the bill.
- 10. Termination by Customer**
- 10.1 The *Customer* may terminate this *Contract* by giving *Pulse Notice*.
- 10.2 For the avoidance of doubt, the *Customer* must continue to pay *Pulse* for any electricity and for any other charges attributable to the *Customer* whilst the *Customer*'s meter remains allocated to *Pulse* in the *National Electricity Market*.
- 11. Termination by Contract**
- 11.1 This *Contract* will terminate if *Pulse* and the *Customer* enter into a new contract in relation to the *Supply* of electricity.
- 12. Disconnection and Interruption of Supply to Customer**
- 12.1 *Pulse* or *LNSP* may disconnect, interrupt or reduce the delivery of electricity to the *Customer* if:
 - (1) in the opinion of *LNSP* or *Pulse* any reasons for disconnection, interruption or reduction of *Supply* specified in an *Applicable Regulation* apply; or
 - (2) *Pulse* or *LNSP* receive a direction or request from a *Regulatory Body* to do so; or
 - (3) the *Customer* fails to comply with the obligations of the *Customer* specified in this *Contract* and in the reasonable opinion of *LNSP* or *Pulse* (as applicable), that failure could prejudice either of them in the conduct of their respective business; or
 - (4) this *Contract* terminates (unless the meter for the *Delivery Point* has been allocated to another retailer or *Customer* by *NEMMCO*),and the *Customer* hereby irrevocably appoints *Pulse* as its agent to take such steps as *Pulse* considers necessary to procure such disconnection, interruption or reduction.

12.2 If *Pulse* or *LNSP* gives a *Notice* of disconnection to the *Customer* on termination of this *Contract*, the *Customer* must not permit electricity to pass through the *Delivery Point* after termination of this *Contract* until the meter for the *Delivery Point* is no longer allocated to *Pulse*.

13. Metering Arrangements

13.1 The *Customer* agrees to do all things reasonably required by *Pulse* to ensure that, where required, the *Supply Point* has a *Metering Installation* that is registered with *NEMMCO* and that *Pulse* is able to fulfil its obligations under any arrangements it has made in order to provide *Metering Services* to the *Customer* or under any *Applicable Regulation* or in connection with the relevant *Metering Installation*.

13.2 *Pulse* will pass through to the *Customer* any costs incurred by *Pulse* in relation to the provision of *Metering Services*.

13.3 The *Customer* irrevocably authorises *Pulse* to, and *Pulse* agrees to use reasonable endeavours to, enter into or vary any agreements for *Metering Services* with any person in relation to the matters referred to in this clause 4.

13.4 The *Customer* agrees the *Metering Installation* is not and (on termination or otherwise) does not become its property.

13. Pulse's Obligations Conditional

14.1 *Pulse's* obligations under this *Contract* are conditional upon, if *LNSP* so requires, an authorised officer of *LNSP* being satisfied that the *Customer's Electrical Installation* is capable of passing the electrical installation standards prescribed by the *Applicable Regulations* (including the *Wiring Rules*).

14.2 Notwithstanding the provisions of this clause 14, *Pulse* does not give any express or implied warranty about the adequacy, safety or other characteristics of the *Customer's Electrical Installation*.

15. Waiver and Variation

15.1 A waiver of any provision of this *Contract* is only effective if it is in writing. A party's failure to delay to exercise a power or right does not operate as a waiver of that power or right.

15.2 The terms and conditions of this *Contract* will be varied in accordance with any change to the terms and conditions published by *Pulse* under of the **Electricity Industry Act 1993** (Vic).

16. Applicable Regulations and Licences

16.1 This *Contract* is governed by the law of Victoria. To the extent of any inconsistency between any provision of this *Contract* and any provision of an *Applicable Regulation*, the *Applicable Regulation* prevails. Nothing in this *Contract* affects *Pulse's* rights or powers under any *Applicable Regulation* which *Pulse* is required to hold to *Supply* or sell electricity. The *Customer* acknowledges that *Pulse* may need to make changes to this *Contract* which may be required as a consequence of changes in any *Applicable Regulations* and the *Customer* will be bound by any such changes.

17. Assignment

17.1 The provisions of this *Contract* will be binding upon and inure to the benefit of the successors and assigns of each of the parties. Only *Pulse* may assign any of its rights or obligations hereunder without consent. The *Customer* cannot assign this *Contract*.

18. Notices

18.1 For the purposes of clauses 1.1, 2.1, and 12.2 of this *Contract* a notice, consent, approval or other communication ("*Notice*") has no legal effect unless it is in writing and delivered or faxed or emailed by *Pulse* to the *Billing Address*.

18.2 For the purposes of clauses 1.1, 5.1(5), and 10.1 a notice, consent, approval or other communication ("**Notice**") has no legal effect unless it is in writing and delivered or faxed or emailed to the Issuing Office Address marked "Attention: Chief Operating Officer, **Pulse**" or is communicated by the **Customer** to a Pulse Representative at a designated call centre where the **Customer** supplies the Pulse Representative with **acceptable identification**.

19. Interpretation and Definitions

19.1 If a party consists of more than one person this **Contract** binds them jointly and each of them severally.

19.2 Reference to any **Applicable Regulation** or a provision thereof means that **Applicable Regulation** or provision thereof as amended, consolidated, re-enacted or substituted from time to time.

19.3 In this **Contract**, unless otherwise provided for:

- (1) "**Acceptable Identification**" has the same meaning as in the Retail Code.
- (2) "**Applicable Regulation**" means any relevant law, statute, regulation, proclamation, order-in-council, ordinance, by-law, rule, code, licence guideline or standard relating from time to time to the **Supply**, sale or use of electricity, including, without limitation, the **Customer Charter**, the **Retail Code**, **Distribution Code**, the **Wholesale Metering Code**, the **Retail Tariff Metering Code**, the **Service and Installation Rules** and the **Tariff Order**.
- (3) "**Billing Address**" means the Supply Address or other address for the purposes of billing as notified in writing by the Customer to Pulse.
- (4) "**Billing Period**" means any period for which a bill is or may be rendered, but shall not be less than every 3 months.
- (5) "**Business Day**" means a day on which banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday.
- (6) "**Chief Electrical Inspector**" means the Officer of the Chief Electrical Inspector, Victoria.
- (7) "**Customer**" means
 - (i) any person who is a Franchise Customer served by **Pulse** (and supplied pursuant to the licence held by United Energy Limited ACN 064 651 029) immediately before 1 January 2001 and has not entered into a new contract with **Pulse** or another retailer which takes effect on or after that date; or
 - (ii) any person who is a domestic or small business customer, or a member of a class of persons to whom an Order under s.35(5) of the **Electricity Industry Act 2000** applies.
- (8) "**Customer Charter**" means the **Customer Charter** provided by **Pulse** to the **Customer** explaining various retail related rights and obligations of the **Customer** and **Pulse** and will also include any **Customer Charter** published by the **Customer's LNSP** pertaining to the rights and obligations of the **Customer** and the **LNSP** in relation to distribution matters and which **Pulse** is required by **LNSP** to provide to the **Customer**.
- (9) "**Delivery Point**" means the point where electricity enters Customer's Electrical Installation (as defined in the Distribution Code) after leaving the **Supply Point**.
- (10) "**Distribution Code**" means the code of that name certified from time to time by the Office under the **Office of the Regulator-General Act 1994**.
- (11) "**Distribution Charges**" means the charges payable to **LNSP**, as varied, supplemented or substituted under the Applicable Regulations.

- (12) **“Electrical Installation”** means any electrical equipment at the **Customer’s Supply Address** which is not a part of the **LNSP’s** network.
- (13) **“Franchise Customer”** has the same meaning as in the Retail Code.
- (14) **“GST”** has the meaning given to it in the **GST Act**.
- (15) **“GST Act”** means **A New Tax System (Goods and Services Tax) Act 1999** (CTH) as amended from time to time or any equivalent legislation which relates to the goods and services tax.
- (16) **“LNSP”** means the Local Network Service Provider as defined in the NEC in whose Local Area (as detailed in the LNSP’s Distribution Licence) **Customer’s Connection** to the distribution system is located.
- (17) **“Marketing Code of Conduct”** means the Code of Conduct published by the Code Governing Body, a voluntary association of energy retailers.
- (18) **“Maximum Demand”** has the same meaning as in the Tariff Order.
- (19) **“Meter Charges”** means the charges for the provision of Metering Services.
- (20) **“Metering Installation”** means the meter and associated equipment and installations installed or to be installed for the collection of metering data including the quantity of electricity supplied at the **Supply Point**.
- (21) **“Metering Provider”** is the person appointed in accordance with the NEC.
- (22) **“Metering Services”** means metering related services procured by **Pulse** for the **Customer** and includes installation and maintenance services supplied by a Metering Provider or LNSP and the procurement of Metering Data services from a Meter Data Agent.
- (23) **“National Electricity Market”** the market for wholesale trading in electricity operated by NEMMCO under the NEC.
- (24) **“NEC”** means the National Electricity Code as made and amended from time to time under section 6 of the National Electricity Law.
- (25) **“NEMMCO”** means the National Electricity Market Management Company Ltd ACN 072 010 327.
- (26) **“NEMMCO Charges”** means the charges paid by **Pulse** to **NEMMCO** from time to time in accordance with the Applicable Regulations relating to Pulse’s purchase of electricity for the **Customer**.
- (27) **“ORG”** means the Office of the Regulator General, Victoria.
- (28) **“Regional Reference Price”** means the Regional Reference Price, as defined in the NEC, for the Region in which the buyer’s connection to the distribution system is located.
- (29) **“Regulatory Body”** means a body with whose directions or requests **Pulse** is bound to comply whether as a matter of law or under condition of a licence held under the Electricity Industry Act and includes without limitation the **ORG**, NEMMCO and the Chief Electrical Inspector.
- (30) **“Retail Code”** means the Electricity Retail Code issued by the ORG under the **Office of the Regulator General Act 1994**
- (31) **“Retail Tariff Metering Code”** means the Electricity Retail Code issued by the ORG dated September 2000.
- (32) **“Schedule of Fees”** are as published in the Government Gazette by **Pulse** from time to time.
- (33) **“Service and Installation Rules”** means the Service and Installation Rules dated September 1996 prepared by the LNSP in conjunction with the Chief Electrical Inspector.

- (34) **“Supply”**, in relation to electricity means, the delivery of electricity and such related services as must, if provided, be provided within the Network Tariff as defined in the Tariff Order.
- (35) **“Supply Address”** means the address or addresses at which the **Customer** purchases electricity from Pulse.
- (36) **“Supply Point”** means the point at or near the **Customer’s Supply Address** being the point where electricity last leaves a **Supply** facility owned or operated by LNSP before being supplied to the **Customer**, whether or not it passes through facilities owned or operated by any other person before being supplied.
- (37) **“Tariff Order”** means an Order made under section 158A of the Electricity Industry Act.
- (38) **“Third Party Force Majeure Event”** means any cause reasonably outside the control of a generator, LNSP, TNSP, or a **Regulatory Body** which affects their ability to generate, sell or deliver electricity or perform any other function which they are authorised to perform.
- (39) **“Wholesale Metering Code”** means the code of that name certified from time to time by the **ORG** under the **Office of the Regulator General Act 1994**.
- (40) **“Wiring Rules”** means the rules published from time to time by the Standards Association of Australia in respect of electrical installations, building, structures and premises (known as the SAA Wiring Rules) and published as AS3000-1991 as at the date of this **Contract**.

PULSE SCHEDULE OF FEES

Description	Frequency	Fee
Dishonoured payment fee		
Revenue Protection administration recovery fee		
Request for Historical Billing Information		
Business Customer Instalment Plan Fee		
Energy Efficiency Audit fee		
Monthly Billing fee		
Additional meter reading charge		
Provision of electricity legislation and codes		
Field Collection Fee		

Electricity Industry Act 1993

PUBLICATION OF TARIFFS UNDER SECTION 169A(1)(a)

Under section 169A(1)(a) of the **Electricity Industry Act 1993** (as amended or replaced), CitiPower Pty ACN 064 651 056 has determined the following tariffs for the supply and sale of electricity to domestic and small business customers, on and from 1 January 2001 until such time as other tariffs are determined and gazetted in accordance with section 169A(1)(a).

1 RESIDENTIAL

1.1 Winner Tariff GH/GL	Excluding GST	Including GST
Energy Prices:		
● Peak Periods (7 am to 11 pm Monday to Friday)		
All consumption	17.21c/kWh	18.93 c/kWh
● Off-Peak Periods (All other times)		
All consumption	3.77 c/kWh	4.14 c/kWh
Service Charge per quarter	\$27.36	\$30.09
1.2 Residential Tariffs GD and GR		
First 1020 kWh/quarter	11.48 c/kWh	12.62 c/kWh
Balance	12.78 c/kWh	14.05 c/kWh
Service Charge per quarter	\$30.53	\$33.58
1.3 Off-Peak Load Managed Storage Water Heating Tariff Y6/YT		
All consumption	3.83 c/kWh	4.21 c/kWh
Supply under Tariff Y6 is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements.		
1.4 Off-Peak Storage Water Heating Tariff Y8 (Available only to installations currently taking supply under this tariff)		
All consumption	4.55 c/kWh	5.00 c/kWh
Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage water heaters of approved types.		
1.5 Off-Peak Storage Space Heating Tariff J6/JT		
All consumption	3.83 c/kWh	4.21 c/kWh
Supply under Tariff J6 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6		

	Excluding GST	Including GST
1.6 Off-Peak Storage Space Heating Tariff J8		
All consumption	4.55 c/kWh	5.00 c/kWh
Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is taken in conjunction with Tariff Y8.		
1.7 Off-Peak Storage Space Heating Tariff J		
All consumption	4.55 c/kWh	5.00 c/kWh
Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating Tariff.		
2 GENERAL PURPOSE LOW VOLTAGE		
2.1 General Purpose Time-of-Use Tariff D		
Energy Prices		
● Peak Periods (7 am to 11 pm Monday to Friday)		
All consumption	16.65 c/kWh	18.31 c/kWh
● Off-Peak Periods (All other times)		
All consumption	3.25 c/kWh	3.57 c/kWh
Service Charge per month	\$10.75	\$11.82
2.2 General Purpose Tariff E		
First 7000 kWh/month	16.36 c/kWh	17.99 c/kWh
Balance	12.38 c/kWh	13.61 c/kWh
Service Charge per month	\$12.97	\$14.26
2.3 Tariff E1		
(Available only to installations currently taking supply under this tariff).		
Energy Prices:		
● 7 am to 11 pm		
- First 5500 kWh/month	19.23 c/kWh	21.15 c/kWh
- Balance	12.45 c/kWh	13.69 c/kWh
● 11 pm to 7 am		
- All consumption	3.97 c/kWh	4.36 c/kWh
Service Charge per month	\$11.24	\$12.36
2.4 Commercial Residential Tariff G		
(Available only to installations currently taking supply under this tariff)		
First 5000 kWh/month	16.80 c/kWh	18.48 c/kWh
Balance	13.35 c/kWh	14.68 c/kWh
Service Charge per month	\$12.97	\$14.26

	Excluding GST	Including GST
2.5 Metered Demand Tariff V		
(Available only to installations currently taking supply under this tariff)		
Energy Price	5.37 c/kWh	5.90 c/kWh
Demand Price \$/kW/month	\$19.14	\$21.05
The minimum chargeable demand is the higher of 100 kW or 60% of agreed demand.		
3 COMMUNITY SERVICE		
3.1 Community Service Tariff N		
All consumption	14.25 c/kWh	15.67 c/kWh
Service Charge per month	\$10.75	\$11.82
3.2 Tariff N1		
(Available only to installations currently taking supply under this tariff)		
Energy Prices		
• 7am to 11pm - All consumption	14.07 c/kWh	15.47 c/kWh
• 11pm to 7am - All consumption	4.57 c/kWh	5.02 c/kWh
Service Charge per month	\$10.75	\$11.82
4 GENERAL PURPOSE HIGH VOLTAGE		
4.1 General Purpose Tariff E5		
(Available only to installations currently taking supply under this tariff).		
Energy Prices:		
• 7 am to 11 pm		
First 5500 kWh/month	22.82 c/kWh	25.10 c/kWh
Balance	14.81 c/kWh	16.29 c/kWh
• 11 pm to 7 am		
All consumption	4.73 c/kWh	5.20 c/kWh
Service Charge per month	\$14.62	\$16.08
5 PUBLIC LIGHTING	Excluding GST	Including GST
The following prices do not include excluded services including repair, maintenance and replacement of street lighting for which there will be an additional regulated charge as provided for in the Electricity Distribution Price Determination 2001-2005 made by the Office of the Regulator-General.		
	\$ pa	\$ pa
Mercury Vapour 80W	\$38.61	\$42.47
Mercury Vapour 125W	\$54.96	\$60.45
Mercury Vapour 250W	\$117.65	\$129.41
Mercury Vapour 400W	\$180.27	\$198.29
Mercury Vapour 700W	\$304.72	\$335.19

		Excluding GST	Including GST
5	PUBLIC LIGHTING (continued)		
	Metal Halide 70W	\$41.93	\$46.12
	Metal Halide 150W	\$76.57	\$84.22
	Metal Halide 175W	\$86.03	\$94.63
	Metal Halide 250W	\$117.04	\$128.74
	Metal Halide 400W	\$180.27	\$198.29
	Metal Halide 1000W	\$427.96	\$470.75
	Metal Halide 1500W	\$638.19	\$702.00
	High Pressure Sodium 50W	\$33.48	\$36.82
	High Pressure Sodium 70W	\$41.93	\$46.12
	High Pressure Sodium 100W	\$55.22	\$60.74
	High Pressure Sodium 150W	\$76.77	\$84.44
	High Pressure Sodium 250W	\$120.27	\$132.29
	High Pressure Sodium 400W	\$185.51	\$204.06
	High Pressure Sodium 1000W	\$427.96	\$470.75
		Excluding GST	Including GST
6	MISCELLANEOUS CHARGES		
6.1	Traffic Control Signals		
	Supply charge each metered installation	\$14.90 per month	\$16.39
	(if installation is not metered plus energy charge of	\$10.40 per month 8.30 c/kWh	\$11.44 9.13 c/kWh
6.2	Security Lighting		
	Domestic and Commercial Residential "Light Sentry" 2 x 20W fluorescent or 50W mercury lamp (retained for existing installations only)	\$34.00 per quarter	\$37.40 per qtr
6.3	Commercial, Industrial and Farm "Watchman Light"		
	Initial charge per lamp	\$180.00	\$198.00
	plus the following charges per lamp:		
	TYPE AND RATING OF LAMP	CHARGE/ MONTH	
	Mercury 125W	\$10.53	\$11.58
	Mercury 250W	\$18.12	\$19.93
	Mercury 400W	\$25.46	\$28.00
	Sodium 150W	\$18.06	\$19.86
	Sodium 250W	\$21.67	\$23.83
	Sodium 400W	\$26.56	\$29.21
6.4	Telecom Telephone Cabinets		
	1 x 20W fluorescent, plus energy used by STD telephone (24 hour operation). Provision of unmetered energy only per cabinet per year.	\$36.00	\$39.60

	Excluding GST	Including GST
6.5 Unmetered Supplies		
	CHARGE	
Less than 50 Watts/mth	\$17.00	\$18.70
Mobile X-Ray unit or equivalent/day	\$10.25	\$11.27
Identilite/sign/qtr	\$60.90	\$66.99
Telecom Remote Customer		
	Multiplexer/mth	
	\$34.80	\$38.28
Mobile radio network/mth	\$42.95	\$47.24
Remote weather stations/mth	\$16.30	\$17.93
Metrolite bus shelters -		
S1 Full advertising/mth	\$27.25	\$29.97
S2 Limited advertising/mth	\$19.80	\$21.78
S3 Vandal-proof no advertising/mth	\$17.00	\$18.70
Ice warning lamps/mth	\$16.25	\$17.87

30 October 2000

JOHN MARSHALL
 Chief Executive Officer
 CitiPower Pty

Electricity Industry Act 1993**PUBLICATION OF TERMS AND CONDITIONS UNDER SECTION 169A(1)(b)**

Under section 169A(1)(b) of the Electricity Industry Act (as amended or replaced), CitiPower Pty ACN 064 651 056 has determined and the Office of the Regulator-General has approved the following terms and conditions for domestic and small business customers, on and from 1 January 2001 until such time as other terms and conditions are determined and gazetted in accordance with section 169A(1)(b).

CITIPOWER TERMS AND CONDITIONS OF SUPPLY AND SALE

This agreement is made between CitiPower Pty ACN 064 651 056 of Level 15, 624 Bourke Street, Melbourne, Victoria and you, the customer.

1. The Agreement

The terms and conditions contained in this document, the **Gazetted Tariff** and prior agreed payment arrangements together comprise the entire agreement between you and us.

This agreement will start on the **Commencement Date** and will continue until terminated pursuant to clause 5.6.

The **Commencement Date** is:

- (a) if you are a franchise customer immediately before 1 January 2001 and have not entered into a new contract with any **Retailer** which takes effect on or after 1 January 2001 – on 1 January 2001 (“**Deemed Customer**”); or
- (b) if you have accepted our offer to **Supply** and sell electricity on these terms and conditions, and have provided us with all the information specified in clause 3.1 of this agreement – on the day you provide us with the information specified in clause 3.1 of this agreement unless otherwise agreed.

2. Our Obligations and Rights**2.1 Sale and Supply**

We will sell and **Supply**, or arrange for the Supply of, electricity to you at the **Supply Address**.

2.2 Connection

Unless you are already **Connected** to the **Distribution System**, and subject to the **Distribution System** and the **Connection Point** being in a condition to be safely and efficiently used for the required purpose, we will use our **Best Endeavours** to procure the **Distributor** to **Connect** and maintain the **Connection** of your **Electrical Installation**.

2.3 Disconnection**(a) We may Disconnect your Supply if:**

- (i) you request to be **Disconnected**;
- (ii) we in our absolute discretion determine that **Connection** must be discontinued for health or safety reasons and during any emergency or maintenance;
- (iii) we determine in our absolute discretion or are informed by the **Distributor** that you are in breach or have breached the **Electricity Distribution Code**;
- (iv) directed to do so by the **Distributor**;
- (v) directed to do so by **NEMMCO**;
- (vi) you fail to pay an invoice by the **Pay By Date** specified in the invoice provided that:
 - we have sent you a reminder notice not less than 14 business days from the date of dispatch of the invoice specifying a further due date which is not less than 20 business days from the date of dispatch of the invoice; and

- we have sent you a **Disconnection** warning (if you are on a shortened collection cycle, not less than 14 business days from the date of dispatch of the invoice, or otherwise not less than 22 business days from the date of dispatch of the invoice), that we will **Disconnect** your **Supply** if you do not pay the invoice by a further due date, (if you are on a shortened collection cycle, not less than 20 business days from the date of dispatch of the invoice, or otherwise not less than 28 business days from the date of dispatch of the invoice); and
 - the **Disconnection** warning includes a statement that we may **Disconnect** you no sooner than 5 business days after the date of receipt of the **Disconnection** warning, and a telephone number for payment assistance enquiries; and;
 - if you have contacted us via the telephone number in the **Disconnection** warning, we have responded to your enquiry and we have provided advice on financial assistance; and
 - before **Disconnection**, you:
 - do not provide a reasonable assurance to us that you are willing to pay our bills; or
 - do so, but then:
 - do not pay us the amount payable by the further due date in the relevant **Disconnection** warning (except where a new payment arrangement is agreed);
 - do not agree to a new payment arrangement within 5 business days after the date of receipt of the **Disconnection** warning; or
 - do not make payments under such an agreed new payment arrangement.
- (vii) you refuse to provide a refundable advance under clause 3.6 of this agreement after we have given you a **Disconnection** warning including a statement that we may **Disconnect** you on a day no sooner than five business days after receipt of the **Disconnection** warning; and
- (viii) you deny us access to your **Supply Address** for the purpose of reading the meter for three consecutive bills in your billing cycle, provided that:
- we have used **Best Endeavours**, including by way of contacting you personally, to give you an opportunity to offer reasonable alternative access arrangements;
 - each time access is denied, we have given you a notice requesting access to the meter;
 - we have given you a **Disconnection** warning including a statement that we may **Disconnect** you on a day no sooner than 5 business days after the date of receipt of the notice; and
 - you have continued not to provide access.
- (b) **We will not Disconnect you:**
- (i) for non-payment relating to an instalment under your first **Instalment Plan** with us;
 - (ii) for non-payment where the amount owed to us is less than the amount approved by the **Office of the Regulator-General**;
 - (iii) for non-payment where the unpaid portion of the invoice relates to a disputed amount;
 - (iv) for non-payment where you have applied for an Utility Relief Grant;

- (v) for non-payment where the unpaid amount is not the **Electricity Charge**;
- (vi) for non-payment where you do not pay because of a lack of sufficient income until:
 - we have complied with clause 3.5 of this agreement;
 - we have used our **Best Endeavours** to contact you personally; and
 - you have not accepted an **Instalment Plan** within five business days of our offer;
- (vii) if your address is registered by a **Distributor** as a life support machine **Supply Address**;
- (viii) after 2pm on a weekday for a **Domestic Customer** or 3pm on a weekday for a **Business Customer**, unless expressly requested by you; or
- (ix) on a Friday, weekend, public holiday or on a day before a public holiday, unless expressly requested by you.

2.4 Reconnection

Where we have **Disconnected** your **Supply**, we will reconnect your **Supply** for a reconnection charge if you were **Disconnected** for:

- (a) non-payment, and within 10 business days of **Disconnection** you pay or agree to pay the invoice;
- (b) denying us access to your meter, and within 10 business days of **Disconnection** you provide us with access;
- (c) obtaining **Supply** otherwise than in accordance with the **Codes** and the law, and within 10 business days you have ceased taking such **Supply**; or
- (d) refusing to provide a refundable advance, and within 10 business days of **Disconnection** you provide it.

We will reconnect you on the same day of your request for reconnection if we receive the request before 3pm on a business day, or if we receive your request before 9pm if you pay an additional after hours reconnection charge. Where we receive the request after 3pm on a business day and you do not pay the additional after hours reconnection charge, we will reconnect you on the next business day.

2.5 Information

We will provide you with:

- (a) if we have not already provided it, at the time we connect the Supply Address to the Distribution System, our charter summarising all rights, entitlements and obligations in relation to the Supply of electricity;
- (b) on your request, a copy of our charter in large print or another language where we have a significant number of customers from the same non-English speaking background as you;
- (c) on your request, a copy of the Electricity Retail Code issued by the Office of the Regulator-General and any material amendments to the Code. We may require the payment of an Additional Retail Charge for a copy of this Code; and
- (d) on your request, advice on available tariffs, concessions and energy efficiency.

3. Your Obligations

3.1 Information

Prior to the **Commencement Date**, you must provide us with the following information if you have not already provided it to us:

- (a) for **Domestic Customers**, acceptable identification showing your full name, residential address and date of birth, and for **Business Customers** your company name, business address, ACN, and the name of a contact person at your business;

- (b) for **Domestic Customers**, your home and work contact details and for **Business Customers**, names of business owners and company officers, your ACN or ABN, contact details, nature of the business, three trading referees, bank details and your consent to us performing a credit check;
- (c) the **Supply Address**;
- (d) if the **Supply Address** is a rental property, the contact details for the property owner or the owner's agent; and
- (e) any other information which we reasonably require to **Supply** you under this agreement.

If any of the above information changes after the **Commencement Date**, you must inform us immediately.

3.2 Supply

You agree to purchase and take Supply of electricity from us at the Supply Address for the term of this agreement.

3.3 Terms of Supply

- (a) The maximum amount of **Supply** that you can take at the **Connection Point** at the **Supply Address** is the **Agreed Capability**.
- (b) In taking **Supply** you must comply with the **Electricity Law**.
- (c) You must not allow electricity supplied under a residential tariff to be used for non-residential purposes.
- (d) You must not allow electricity supplied under a specific purpose tariff (e.g. an off-peak storage water tariff) to be used for another purpose.
- (e) You acknowledge that:
 - (i) the **Distributor** may **Disconnect** you or **Interrupt Supply** in accordance with the **Electricity Law**;
 - (ii) the **Distributor** may **Disconnect** your **Connection Point** upon our request;
 - (iii) if you request the **Distributor** to **Disconnect** you, the **Distributor** will not **Disconnect** you until we have given the **Distributor** a **Disconnection Request** relating to you;
 - (iv) the **Distributor** may refuse to **Disconnect** your **Connection Point** if it would be detrimental to the health or safety of any person or the security of the **Distribution System**;
 - (v) the **Distributor** will reconnect you to the **Distribution System** and restore **Supply** where it considers the circumstances resulting in **Disconnection** or **Interruption** under 3.3(e)(i) to have ceased to apply; and
 - (vi) subject to the **Electricity Law**, the **Distributor** may refuse to reconnect you to the **Distribution System** or restore **Supply** where it reasonably considers that to do so would be detrimental to the health or safety of any person or the security of the **Distribution System**.
- (f) You must co-operate with the **Distributor** where we (on our own right or on behalf of the **Distributor**) enforce your obligations under Clauses 3.3 (a) to 3.3(d) inclusive.

3.4 Payment

You must pay the **Electricity Charge** and other charges specified in our invoices by the **Pay By Date**. You acknowledge that part of the **Electricity Charge** may be collected by us on behalf of the **Distributor** and then paid by us to them.

If through your own fault your payment is dishonoured or reversed, and we incur a fee as a result, we may recover from you an **Additional Retail Charge**.

We will offer you facilities to pay the **Electricity Charge** and other charges in advance upon your request.

3.5 Payment Difficulties and Instalment Payments

You must contact us if you anticipate that payment of an invoice by the **Pay By Date** may not be possible.

For **Domestic Customers**, where we do not agree on an alternative payment arrangement and are satisfied of your difficulty in paying, we will:

- (a) assess the information you provide us and the information we have to determine your capacity to pay, taking into account advice from an independent financial counsellor if we are unable to adequately make the assessment;
- (b) provide you with documentary evidence of our assessment upon your request;
- (c) offer you an **Instalment Plan**, unless you have failed to comply with 2 **Instalment Plans** in the previous 12 months and do not provide a reasonable assurance that you will meet payment obligations under further **Instalment Plan**; and
- (d) provide you with details of concessions including the Utility Relief Grant Scheme, energy efficiency and advice on the availability of an independent financial counsellor.

For **Domestic Customers**, if you are experiencing payment difficulties, we will consider conducting an energy efficiency field audit to address those difficulties.

For **Business Customers**, we will consider any reasonable request from you to enter into an **Instalment Plan** and we may charge you an **Additional Retail Charge** where you enter into an **Instalment Plan** with us.

We:

- may not commence legal proceedings for recovery of a debt while you continue to make payments according to an agreed payment arrangement; and
- will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the *Trade Practices Act 1974* (Cth).

3.6 Refundable Advance

If you are a **Domestic Customer**, we may require you to provide a refundable advance of the **Electricity Charge** and other charges to offset any amount you may owe us if you fail to pay an invoice or vacate the **Supply Address** and if:

- (a) you owe a former retailer more than an amount the **Office of the Regulator-General** nominates in any relevant **Electricity Guideline**;
- (b) within the previous two years you have used electricity otherwise than in accordance with applicable laws and codes;
- (c) having regard to the relevant **Electricity Guideline**, we consider you have an unsatisfactory credit rating;
- (d) you are a new customer and have refused to provide us with acceptable identification; and
- (e) we have offered you an **Instalment Plan** and you have not accepted the offer.

For **Domestic Customers**, the refundable advance will be no more than 37.5% of the amount we billed you over the last four quarters, or if we do not have that information, no more than 37.5% of the average amount we billed **Domestic Customers** over the last four quarters.

If you are a **Business Customer** we may require you to provide a refundable advance if you do not have a satisfactory electricity account payment record or, having regard to any relevant **Electricity Guideline**, we consider you to have an unsatisfactory credit rating.

For **Domestic Customers** and **Business Customers**, interest will accrue at the **Bank Bill Rate** calculated daily on any refundable advance provided by you and capitalised every 90 days.

We will repay any refundable advance provided by you on your instructions after you have completed one year's payment in a timely manner in accordance with the **Pay By Date** or ceased taking **Supply** at the **Supply Address**.

3.7 Shortened Collection Cycle

We may shorten the collection cycle where we have:

- (a) given you reminder notices for three consecutive invoices or **Disconnection** warnings for two consecutive invoices; and
- (b) prior to the third reminder notice or second **Disconnection** warning:
 - warned you that we may shorten the period in which we issue invoices;
 - informed you that shortening the period in which we issue invoices means you will not receive a reminder notice until you have paid three consecutive invoices in your billing cycle by the **Pay By Date**; and
 - informed you of alternative payment arrangements and further information which we can provide you.

Where we do shorten the collection cycle, we will inform you within 10 business days.

3.8 Maintenance

You must maintain your **Electrical Installation** in accordance with the **Codes**.

3.9 Metering

You grant us the right to use and access your metering data. Where we are not the **Distributor** you grant us the right to provide your metering data to the **Distributor**.

3.10 Access to Supply Address

You must allow us, our representative and the **Distributor**, safe, convenient and unhindered access to your **Supply Address** for the purpose of reading the meter and for **Connection**, **Disconnection**, reconnection, to **Interrupt Supply**, for **Fault** minimisation and maintenance pursuant to this agreement. We, or our representative, must carry or wear official identification and, on request, show the identification to you.

3.11 Electricity Charge

The **Electricity Charge** is the sum of the charges specified in the **Gazetted Tariff** and does not include the charge for other goods and services.

3.12 Variations to Electricity Charge

The **Electricity Charge** may be varied in accordance with the **Gazetted Tariff** provided that the revised **Electricity Charge** will not apply until at least two months after the relevant tariff is published by us in the Government Gazette.

3.13 Illegal Consumption

You must not consume electricity other than as permitted by this agreement, the **Codes** and the law. Where we have undercharged you or not charged you for your consumption as a result of your fraud or breach of the **Codes** and the law, we will estimate your consumption and recover the unpaid amount.

3.14 Vacating Address

Where you are vacating the **Supply Address** you must provide us with at least 3 business days notice of the date in which you intend to vacate that **Supply Address** and a forwarding address to which a final invoice may be sent. If you do not give us notice, you will remain responsible for paying for the electricity consumed at the **Supply Address** until you do provide notice, or until a new customer has a contract for the **Supply** of electricity to the **Supply Address** (whichever occurs first).

4. Billing

4.1 Issue of Invoices

For **Domestic Customers**, we will issue you with an invoice at least every 3 months unless you consent in writing otherwise. For **Business Customers**, we will issue you with an invoice at least every month unless you consent in writing otherwise. Provided that you are not currently on a different billing cycle, we may charge you an **Additional Retail Charge** where we make a different billing cycle available to you.

4.2 Content of the Invoice

The invoice will include:

- (a) your name, account number, **Supply Address** and any relevant mailing address;
- (b) the meter number and, from the time that the **Office of the Regulator-General** determines as the date from which any National Meter Identifier (NMI) must appear on your invoice, any NMI or other unique identifying mark assigned to the meter at your **Supply Address** of which we are aware in addition to the NMI checksum;
- (c) a graph of your consumption for each billing period over the past 12 months and a comparison to your consumption for the same period in the previous 12 months;
- (d) the relevant tariff or tariffs applicable to you;
- (e) the charges for that consumption to enable you to verify that the invoice conforms to this agreement;
- (f) a separate amount for the network charge where we directly pass through network charges to you;
- (g) where you have an electromechanical or disc meter installed at the **Supply Address**, the dates and total amounts of the immediately previous and current meter, or estimates and consumption, or estimated consumption, in kWh;
- (h) the amount payable and the **Pay By Date**;
- (i) the amount of arrears or credit and the amount of any refundable advance provided by you;
- (j) the availability of concessions to **Domestic Customers**;
- (k) the methods of payment available to you;
- (l) a telephone number for billing and payment enquiries and a 24 hour contact telephone number for faults and emergencies; and
- (m) details of interpreter services in relevant languages.

4.3 Payment Methods

You may pay us by using any of the following payment methods:

- (a) in person at any of the network agencies or payment outlets specified in the invoice;
- (b) by mail; and
- (c) by direct debit (where you have agreed in writing to the amount and frequency of the direct debits).

4.4 Meter Readings

We will use our best endeavours to read the meter at least once in any 12 month period.

4.5 Estimations

Where we are unable to calculate the amount of an invoice for any reason including where we are unable to read the meter, we may provide you with an invoice containing an estimated **Electricity Charge** based on:

- (a) any reading of the meter by you; or
- (b) your prior billing history, or where we do not have that data, average consumption at the relevant tariff calculated over the period covered by the estimated invoice.

4.6 Adjustments

Where clause 4.4 applies and within 12 months of the date of an estimated **Electricity Charge** the actual meter reading data becomes available to us, we will recalculate the invoice.

Any amount undercharged or overcharged will be credited or debited, as the case may be, to your invoice.

Where we have undercharged or not charged you, we may recover the amount undercharged provided that:

- (a) the amount to be recovered was undercharged in the 12 months prior to your last invoice;
- (b) we list the amounts to be recovered as a separate item in a special invoice or in your next invoice together with an explanation of the amount;
- (c) we do not charge you interest on the amount undercharged;
- (d) at your request, we allow you the same time to pay the amount undercharged as the time which the recoverable undercharging occurred.

Where we have overcharged you, we will inform you within 10 business days of us becoming aware of the overcharging, and repay the amount on your instructions, or if no reasonable instructions are given, credit the amount to your next invoice.

4.7 Review of invoice

You may request us to review your invoice. During the review, you must pay the portion of the invoice that is not in dispute or the average amount of your invoices for the past 12 months (whichever is the lower). If the invoice is correct, you must pay the invoice and any cost of testing the meter. If the invoice is incorrect, we will amend the invoice.

4.8 Unsuccessful attempt to read

Where you deny us access to the meter, and you subsequently request an invoice based on reading the meter, we will charge you an **Additional Retail Charge** for reading the meter.

4.9 Proportionate billing

If your invoice covers a period other than your usual billing cycle or where your tariff has changed, we will charge you in proportion to the relevant periods and show the relevant details on the invoice.

4.10 Historical Billing Information

We will retain your historical billing data for at least 2 years. We will use our **Best Endeavours** to provide you with your billing data within 10 business days of your request.

If the request is not your first in the past year or the data requested extends beyond the previous two years, an **Additional Retail Charge** is payable by you for the provision of historical billing information.

Where you transfer to another retailer, on your request we will provide you with your historical billing data relating to the two years prior to the request for an **Additional Retail Charge**.

Where you require the historical billing data for the purposes of a genuine complaint, we will not charge you an **Additional Retail Charge**.

4.11 Other Goods or Services

If we supply you goods or services other than electricity, we will issue you with separate invoices for those other goods or services.

5. General Obligations

5.1 Code Compliance

Both parties must comply with the **Electricity Retail Code**, the **Electricity Distribution Code** and the **Codes** which apply to this agreement, including the metering provisions of the

National Electricity Code. If there is an inconsistency between a **Code**, other than the **Electricity Retail Code**, and this agreement, this agreement prevails. A term or condition of this agreement is void to the extent that it is inconsistent with the **Electricity Retail Code**.

If the **Electricity Retail Code** is amended after the **Commencement Date** and prior to 1 January 2004, those amendments will be incorporated into this agreement to the extent that this agreement is inconsistent with the amendments to the **Electricity Retail Code**.

5.2 Amendment

- (a) Without limiting 5.2(b), where our Gazetted terms and conditions for the supply and sale of electricity are varied by us (with the approval of the **Office of the Regulator-General**) by notice published in the Government Gazette (not less than 2 months before the variation is to take effect), such variations will be deemed amendments to the relevant sections of this agreement and will be effective from the time those variations take effect in our Gazetted terms and conditions.
- (b) On and from 1 January 2004, we may vary this agreement by giving you 2 months notice.

5.3 Governing Law

The law of this agreement is the law of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

5.4 Notices

Notices may be in writing and given by hand, fax, mail or email.

Your notices to us must be addressed to:

Company Secretary
CitiPower
Locked Bag 14031
Melbourne Mail Centre 8001
Facsimile: (03) 9297 8956
Email: notices@citipower.com.au

Our notices to you will be sent to your address provided to us under clause 3.1(a) of this agreement, unless you tell us in writing otherwise.

5.5 Complaints and Dispute Resolution

You may contact us to submit a complaint. We will inform you in writing of the appropriate management level to submit your complaint to and of your right to refer the complaint to the Energy Industry Ombudsman.

We will handle your complaint in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Science and Tourism.

5.6 Termination and Cancellation

- (a) If you are a **Deemed Customer**, you may terminate this agreement without any notice unless you consent in writing otherwise. Where the agreement is for a fixed term and is terminated by you, we may charge you an **Additional Retail Charge**.
- (b) If you are not a **Deemed Customer**, you may terminate this agreement by giving us no less than 28 days notice, unless you consent in writing otherwise. Where the agreement is for a fixed term and is terminated by you, we may charge you an **Additional Retail Charge**.
- (c) Prior to 1 January 2004, we will not terminate this agreement until:
 - (i) we have **Disconnected** you at the **Supply Address** and you no longer have a right under clause 2.4 to be reconnected; or

- (ii) you have entered into another contract for the sale of electricity for the relevant **Supply Address**, whichever occurs first.
- (d) On or after 1 January 2004, and notwithstanding the **Electricity Retail Code**, we may terminate this agreement without cause by giving you no less than 2 months notice.

5.7 Privacy and Confidentiality

We will not disclose any of your personal information where we are not permitted to under our licence or the law.

5.8 Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is ineffective unless it is in writing and executed by the waiving party.

5.10 Severance

Any provision of this agreement which is invalid or unenforceable will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this agreement are self-sustaining and capable of separate enforcements without regard to the read down or severed provision and continue to be valid and enforceable.

6. Interpretation

In this agreement, unless the context otherwise requires, a reference to:

- (a) us **Connecting, Disconnecting** or reconnecting you is to be construed as a reference to us using our **Best Endeavours** to procure, or having procured, the **Distributor** to **Connect, Disconnect** or reconnect the **Supply Address** to the **Distributor's** distribution system (as the case may be);
- (b) us, we and our is a reference to CitiPower Pty;
- (c) the singular includes the plural and vice versa;
- (d) the wording including or includes means including, but not limited to, or includes without limitation; and
- (e) any act, regulation or **Code** is a reference to the act, regulation or **Code** as amended, consolidated, supplemented or replaced from time to time.

7. Definitions

The following terms have these meanings:

“**Additional Retail Charge**” means the charges specified in the Schedule or a reasonable charge determined by us having regard to costs incurred by us, as varied by us at our discretion from time to time.

“**Agreed Capability**” means in relation to a **Connection Point**, the capability to receive or send out power for that **Connection Point** of 80 amps via a single phase connection unless otherwise advised from time to time by us or the Distributor.

“**Bank Bill Rate**” means for a period:

- (a) the rate, expressed as a yield per cent per annum, (rounded up, if necessary, to two decimal places) that is quoted as the average bid rate on the Reuters monitor system page “BBSY” (or any page that replaces that page) at about 10.30am on the first day of that period, for bank bills that have a tenor equal to 90 days; or
- (b) if no average rate is so quoted, the bid rate available to us about 10.00am on that day for bank bills that have such a tenor.

“**Best Endeavours**” means we must act in good faith and do what is reasonably necessary in the circumstances.

“**Business Customer**” means a customer who is not a **Domestic Customer**.

“**Codes**” means the electricity industry codes applicable to the parties including the National Electricity Code.

“**Commencement Date**” means the commencement date specified in clause 1 of this agreement.

“**Connect**” or “**Connection**” means to form a physical link to or through a transmission network or distribution network.

“**Connection Point**” means the agreed point of supply at a **Supply Address**.

“**Deemed Customer**” means a customer defined in clause 1(a) of this agreement.

“**Disconnect**” or “**Disconnection**” means the operation of switching equipment or other deliberate action so as to prevent the flow of electricity at a single **Connection Point**.

“**Disconnection Request**” means a request in the form specified in the Use of System Agreement between us and the **Distributor** and given by us to the **Distributor** requesting the **Disconnection** of a **Connection Point**.

“**Distribution System**” means a distribution network, together with the connection assets associated with the distribution network, which is connected to another transmission or distribution system.

“**Distributor**” means a person who holds, or is exempt from holding, a distribution licence under the Electricity Industry Act 2000.

“**Domestic Customer**” means a customer who purchases electricity principally for personal, household or domestic use at the relevant **Supply Address**.

“**Electrical Installation**” means the electrical equipment at the **Supply Address** that is electrically connected to the **Distribution System** but is not part of the Distribution System.

“**Electricity Charge**” means the charge applying to you for each billing period calculated in accordance with the **Gazetted Tariff**.

“**Electricity Distribution Code**” means the code of that name published by the **Office of the Regulator-General**.

“**Electricity Guideline**” means a guideline published by the **Office of the Regulator-General** under section 12 of the Office of the Regulator-General Act 1994.

“**Electricity Law**” means the **Codes**, the **Electricity Industry Act 1993** (Vic) (“EI Act”) and regulations under that Act, the **Electricity Safety Act 1998** (Vic) and regulations under that Act, the Victorian Electricity Supply Industry Tariff Order made under section 158A of the EI Act, the **Office of the Regulator-General Act 1994** (Vic) and regulations and determinations under that Act, the **National Electricity (Victoria) Act 1997** and the National Electricity (Victoria) Law under section 6 of the National Electricity (Victoria) Act 1997, our retail licence, the **Distributor's** distribution licence, the Service and Installation Rules and any other law, statute, regulation, proclamation, order in council, directions, tariffs, guideline or standard which can be enforced by law or by a **Regulatory Authority** against a participant in the Victorian region of the National Electricity Market.

“**Electricity Retail Code**” means the code of that name published by the **Office of the Regulator-General**.

“**Fault**” means any problem in the Supply to the Connection Point or any damage or a breakdown of the Distributor's Distribution System.

“**Gazetted Tariff**” means the tariff determined by us and published in the Government Gazette which applies to you.

“**Instalment Plan**” means:

- (a) an instalment plan under which you may make payments in advance towards your next bill; or

- (b) an instalment plan under which you may pay an amount in arrears and continue consumption.

“Interrupt” or “Interruption” means the planned or unplanned temporary interruption of the **Supply** of electricity to one or more **Connection Point**, but does not include **Disconnection**.

“National Electricity Code” means the code of conduct called the National Electricity Code and being approved in accordance with section 6(1) of the National Electricity Law.

“NEMMCO” means the National Electricity Market Management Company Limited ACN 072 010 327.

“Regulatory Authority” means any government or regulatory department (including the **Office of the Regulator-General**, **NEMMCO** and **VENCorp**), body, instrumentality, minister, agency or other authority.

“Retailer” means a person who holds a retail licence under the Electricity Industry Act 2000.

“Office of the Regulator-General” means the Office of the Regulator-General under the Office of the Regulator-General Act 1994, or any body which assumes its functions.

“Pay By Date” means the date specified in the invoice but will not be less than 12 business days from the date of dispatch of the invoice.

“Supply” means the delivery of electricity.

“Supply Address” means your residential or business address to which we will **Supply** electricity.

“VENCorp” means the Victorian Energy Networks Corporation, established under Part 2A of the Gas Industry Act 1994 (Vic), and includes any successor body and any body who assumes the rights of VENCorp pursuant to any privatisation and any successor of that body.

Schedule
Additional Retail Charges

Description	Clause	Charge *
Additional meter read after access is denied by the customer	4.8	\$ 35.00
Dishonoured or reversed payment (per event)	3.4	
Direct debit		\$ 5.00
Cheques		\$ 10.00
Different billing cycle at customer request	4.1	Price on application
Instalment plan for business customers	3.5	Price on application
Copy of Electricity Retail Code (one copy)	5.2 (c)	FREE
Historical billing data: 2nd or further request in any year	4.10	FREE
Historical billing data: more than two year's data	4.10	\$20.00 per request

** charges may be varied by us at our discretion from time to time.*

30 October 2000

JOHN MARSHALL
Chief Executive Officer
CitiPower Pty

Electricity Industry Act 1993**PUBLICATION OF TARIFFS PURSUANT TO S. 169A AND S. 169C.**

TXU Electricity Ltd (ABN 91 064 651 118) has determined the following tariffs for domestic and small business customers pursuant to s. 169A (1)(a) of the **Electricity Act 1993** (as amended from time to time) and for deemed customers pursuant to s.169C (1) of the **Electricity Act 1993** (as amended from time) to take effect on and from 1 January 2001 until such time as the tariffs are varied in accordance with the **Electricity Industry Act 1993**.

TXU Electricity Limited Electricity Tariffs

Tariff Type	Current Tariff
1. RESIDENTIAL	
1.1 Winner Tariff GH/GL	GST Incl
Energy Prices:	
• Peak Periods (7 am to 11 pm Monday to Friday) - All consumption	19.04 c/kWh
• Off-Peak Periods (All other times) - All consumption	4.21 c/kWh
1.2 Residential Tariffs GD and GR	GST Incl
First 1020 kWh/quarter	13.04 c/kWh
Balance	13.74 c/kWh
1.3 Off-Peak Load Managed Storage Water Heating Tariff Y6/YT	GST Incl
All consumption	4.21 c/kWh
Supply under Tariff Y6 is available for 6 hours nightly for permanently wired water storage heaters of approved types meeting load management requirements.	
1.4 Off-Peak Storage Water Heating Tariff Y8	GST Incl
(Available only to installations currently taking supply under this tariff)	
All consumption	5.01 c/kWh
Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage water heaters of approved types.	
1.5 Off-Peak Storage Space Heating Tariff J6/JT	GST Incl
All consumption	4.21 c/kWh
Supply under Tariff J6 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6	

Tariff Type	Current Tariff
1.6 Off-Peak Storage Space Heating Tariff J8 All consumption Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is taken in conjunction with Tariff Y8.	GST Incl 5.01 c/kWh
1.7 Off-Peak Storage Space Heating Tariff J All consumption Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating Tariff.	GST Incl 5.01 c/kWh
1.8 Supply Charge On each account rendered	\$38.10 /qtr
2. GENERAL PURPOSE LOW VOLTAGE	
2.1	GST Incl
(a) General Purpose Tariff E First 7000 kWh/month Balance Supply Charge - on each account rendered	14.31 c/kWh 10.89 c/kWh \$14.27 /mth
(b) Tariff E1 (Available only to installations currently taking supply under this tariff). Energy Prices:	
• 7am to 11pm (Monday to Sunday) - First 5500 kWh/month - Balance	18.37 c/kWh 11.95 c/kWh
• 11pm to 7am (Monday to Sunday) - All consumption Supply Charge - on each account rendered	4.46 c/kWh \$14.27 /mth
2.2 Commercial Residential Tariff G (Available only to installations currently taking supply under this tariff) First 5000 kWh/month Balance Supply Charge - on each account rendered	GST Incl 13.18 c/kWh 10.52 c/kWh \$14.27 /mth

Tariff Type	Current Tariff
2.3 Metered Demand Tariff V	GST Incl
(Available only to installations currently taking supply under this tariff)	
Energy Price	6.03 c/Kwh
Demand Price	\$21.05 /kW/mth
The minimum chargeable demand is the higher of 100kW or 60% of agreed demand.	
2.4 Contract Demand Time-of-Use Tariff L	GST Incl
Energy Prices	
<ul style="list-style-type: none"> ● Peak Periods (7 am to 11 pm Monday to Friday) - All consumption 	12.64 c/kWh
<ul style="list-style-type: none"> ● Off-Peak Periods (All other times) - All consumption 	2.59 c/kWh
Demand Price	\$4.19 /kW/mth
Minimum chargeable demand 250kW	
Supply charge - on each account rendered	\$393.56 /mth
2.5 General Purpose Time-of-Use Tariff D	GST Incl
Energy Prices	
<ul style="list-style-type: none"> ● Peak Periods (7 am to 11 pm Monday to Friday) All consumption 	17.97 c/kWh
<ul style="list-style-type: none"> ● Off-Peak Periods (All other times) All consumption 	3.66 c/kWh
Supply Charge - on each account rendered	\$14.27 /mth
3. COMMUNITY SERVICE	
3.1 Community Service Tariff N	GST Incl
All consumption	11.97 c/kWh
Supply Charge - on each account rendered	\$16.39 /mth
3.2 Tariff N1	GST Incl
(Available only to installations currently taking supply under this tariff)	
Energy Prices	
<ul style="list-style-type: none"> ● 7am to 11pm - All consumption 	15.37 c/kWh
<ul style="list-style-type: none"> ● 11pm to 7am - All consumption 	5.12 c/kWh
Supply Charge - on each account rendered	\$16.39 /mth

	Tariff Type	Current Tariff	
4.	FARM		
4.1	Farm Tariff B	GST Incl	
	Energy Prices:		
	First 690 kWh/quarter	21.16 c/kWh	
	Next 14310 kWh/quarter	19.56 c/kWh	
	Next 72000 kWh/quarter	16.36 c/kWh	
	Balance	15.16 c/kWh	
	Supply Charge - on each account rendered	\$49.16 /qtr	
4.2	Tariff B1	GST Incl	
	(Available only to installations currently taking supply under this tariff).		
	Energy Prices:		
	• 7am to 11pm		
	First 690 kWh/quarter	21.16 c/kWh	
	Next 14310 kWh/quarter	19.56 c/kWh	
	Next 72000 kWh/quarter	16.36 c/kWh	
	Balance	15.16 c/kWh	
	• 11pm to 7am		
	- All consumption	5.12 c/kWh	
	Supply Charge - on each account rendered	\$49.16 /qtr	
5.	GENERAL PURPOSE HIGH VOLTAGE		
5.1	General Purpose Tariff E5	GST Incl	
	(Available only to installations currently taking supply under this tariff).		
	Energy Prices:		
	• 7am to 11pm		
	First 5500 kWh/month	22.77 c/kWh	
	Balance	14.84 c/kWh	
	• 11pm to 7am		
	- All consumption	5.30 c/kWh	
	Supply Charge - on each account rendered	\$17.98 /mth	
5.2	Contract Demand Time-of-Use Tariff H	GST Incl	
		Option 1	Option 2
	Voltage levels	6.6/11/22 kV	66 kV
	Energy Prices:		
	• Peak Periods (7am - 11pm Mon to Fri)	10.43 c/kWh	8.44 c/kWh
	• Off-Peak Periods (All other times)	2.20 c/kWh	2.02 c/kWh
	Demand Price	\$4.31 /kW/mth	\$5.50 /kW/mth
	Minimum Chargeable demand	1000 kW	10,000 kW

Tariff Type		Current Tariff		
6. PUBLIC LIGHTING				
6.1 Lanterns on Current Offer				
		GST Incl		
Type and Rating of Lantern		All Night	24 Hour Daily	
Mercury	80W	\$86.29 p.a.	-	
Mercury	125W	\$113.22 p.a.	-	
Sodium	100W	\$105.49 p.a.	-	
Sodium	150W	\$161.63 p.a.	\$356.83 p.a.	
Sodium	250W	\$193.65 p.a.	\$452.51 p.a.	
Sodium	400W	\$299.44 p.a.	-	
6.2 Lanterns NOT on Current Offer (for existing installations only)				
		GST Incl		
Type and Rating of Lantern		All Night	Special All Night	24 Hour Daily
Incandescent	100W	\$260.82 p.a.	\$332.64 p.a.	-
Incandescent	150W	\$318.58 p.a.	-	-
Incandescent	200W	\$337.73 p.a.	\$370.12 p.a.	-
Incandescent	300W	\$397.84 p.a.	-	-
Incandescent	500W	\$477.87 p.a.	\$508.72 p.a.	-
Incandescent	750W	\$584.86 p.a.	-	-
Fluorescent	2X20W	\$97.60 p.a.	\$114.00 p.a.	\$156.17 p.a.
Fluorescent	3X20W	\$115.94 p.a.	-	\$198.33 p.a.
Fluorescent	4X40W	\$274.46 p.a.	-	-
Type and Rating of Lantern		All Night	Special All Night	24 Hour Daily
Mercury	50W	\$93.31 p.a.	-	-
Mercury	125W	\$113.22 p.a.	-	-
Mercury	250W	\$278.77 p.a.	-	-
Mercury	400W	\$333.40 p.a.	-	-
Mercury (excluding pole)	700W	\$499.35 p.a.	\$542.29 p.a.	-
Mercury (including pole)	700W	\$604.36 p.a.	-	-
Sodium	90W	\$225.65 p.a.	-	\$333.03 p.a.
Sodium	180W	\$293.59 p.a.	-	-
Sodium (one lamp)	2X400W	\$425.17 p.a.	-	-
Sodium (two lamps)	2X400W	\$590.71 p.a.	-	-
7. MISCELLANEOUS CHARGES				
7.1 Traffic Control Signals				
		GST Incl		
Supply charge each metered installation		\$16.39 per month		
(if installation is not metered)		\$11.47 per month		
plus energy charge of		\$8.83 c/kWh		
7.2 Security Lighting GST Incl				
Domestic and Commercial Residential "Light Sentry"				
2 x 20W fluorescent				
or 50W mercury lamp				
(retained for existing installations only)		\$36.96 per qtr		

	Tariff Type	Current Tariff
7.3	Commercial, Industrial and Farm "Watchman Light"	GST Incl
	Initial charge per lamp plus the following charges per lamp:	\$195.22
	Type and Rating of Lantern	
	Mercury 125W	\$11.28 per month
	Mercury 250W	\$19.45 per month
	Mercury 400W	\$27.35 per month
	Sodium 150W	\$19.29 per month
	Sodium 250W	\$23.22 per month
	Sodium 400W	\$28.53 per month
7.4	Telecom Telephone Cabinets	GST Incl
	1 x 20W fluorescent, plus energy used by by STD telephone (24 hour operation). Provision of unmetered energy only per cabinet	\$38.65 per year
7.5	Unmetered Supplies	GST Incl
	Less than 50 Watts	\$18.49 /mth
	Mobile X-Ray unit or equivalent	\$10.89 /day
	Identilite/sign	\$64.77 /qtr
	Telecom Remote Customer Multiplexer	\$37.01 /mth
	Mobile radio network	\$45.64 /mth
	Remote weather stations	\$17.39 /mth
	Metrolite bus shelters -	
	S1 Full advertising	\$28.97 /mth
	S2 Limited advertising	\$21.06 /mth
	S3 Vandal-proof no advertising	\$18.14 /mth
	Ice warning lamps/mth	\$17.28 /mth
8.	TELSTRA REMOTE INTERFACE MULTIPLEXOR EQUIPMENT TARIFFS	
	480 Line Cabinet	
	Peak charge	17.90 c/kWh
	Off-peak charge	3.66 c/kWh
	Supply charge	\$119.88 p.a.
	240 Line Cabinet	
	Peak charge	\$17.90 c/kWh
	Off-peak charge	\$3.66 c/kWh
	Supply charge	\$119.88 p.a.
	180 Line Cabinet	
	Peak charge	\$17.90 c/kWh
	Off-peak charge	\$3.66 c/kWh
	Supply charge	\$119.88 p.a.

Electricity Industry Act 1993
PUBLICATION OF TERMS AND CONDITIONS PURSUANT TO S.169A AND S.169C
OF THE ELECTRICITY INDUSTRY ACT.

TXU Electricity Ltd has determined and the Office has approved the following terms and conditions for deemed customers pursuant to s.169C (1) of the **Electricity Industry Act 1993** (as amended from time) and for domestic and small business customers pursuant to s. 169A (1)(b) of the **Electricity Industry Act 1993** (as amended from time to time) to take effect on and from 1 January 2001 until such time as the terms and conditions are varied in accordance with the **Electricity Industry Act 1993**

ELECTRICITY SUPPLY AND SALE AGREEMENT
FOR DEEMED CUSTOMERS, STANDING OFFER CUSTOMERS AND DEFAULT
CUSTOMERS

BETWEEN TXU Electricity Ltd (ABN 91 064 651 118), Level 19, East Tower, 40 City Road, Southbank VIC 3000 ("TXU");

AND The Customer

1. AGREEMENT

1.1 This Agreement governs the supply and sale of electricity by TXU to the Customer from the Commencement Date until the termination of this Agreement pursuant to clause 17, other than where augmentation of the Distribution System is required.

1.2 TXU must:

- (a) use best endeavours to supply, or arrange for the supply of electricity to the Supply Address; and
- (b) sell to the Customer electricity supplied by TXU to the Supply Address.

1.3 The Customer must:

- (a) accept delivery of electricity supplied to the Supply Address; and
- (b) purchase electricity from TXU that is supplied to the Supply Address.

2. REGULATIONS

The parties must comply with the Regulations. If a provision of this Agreement is inconsistent with a provision in the Regulations, then:

- (a) if the relevant Regulations provide that the Regulations will prevail over any inconsistency in this Agreement, then the relevant Regulations prevails to the extent of the inconsistency; or
- (b) if the relevant Regulations permits this Agreement to prevail, then this Agreement will prevail over the relevant inconsistent Regulations.

3. CONNECTION

3.1 Connection

Unless the Customer is already Connected, TXU must use its best endeavours to procure the Distributor to Connect the Customer at the Customer's Supply Address as soon as practicable after the Commencement Date of this Agreement or the Customer applies for Connection (whichever occurs last).

3.2 Application for Connection

If the Customer wants to be Connected at a Supply Address by TXU, the Customer must:

- (a) make application (in person, by telephone or in writing);
- (b) pay any connection charge within the pay by date on their account requiring payment;
- (c) if TXU does not already have this information, provide:
 - Acceptable Identification;
 - contact details; and
 - if the request relates to a rental property, contact details for the property owner or the owner's agent.

4. ISSUING BILLS**4.1 TXU to issue bills**

TXU must issue bills to the Customer for:

- (a) electricity consumed at the Customer's Supply Address in accordance with the Relevant Deemed, Standing Offer or Default Tariff;
- (b) any Additional Retail Charges permitted to be charged in accordance with this Agreement;
- (c) any additional goods or services purchased by the Customer; and
- (d) any charges or credits permitted or required to be paid by TXU or the Distributor.

4.2 Quarterly Billing Cycle

TXU must issue a bill to the Customer at least every three months.

5. CONTENT OF A BILL**5.1 Form of bill**

TXU must prepare a bill so that the Customer can easily verify that the bill conforms to this Agreement.

5.2 Information

TXU must include at least the following information in the Customer's bill where the information is available:

- (a) the Customer's name and account number, Supply Address and any relevant mailing address;
- (b) the meter number, any National Meter Identifier (NMI) or other unique identifying mark assigned to the meter at the Customer's Supply Address of which TXU is aware and the NMI checksum from the date required by the Regulations;
- (c) the dates and total amounts of the immediately previous and current meter readings or estimates and consumption, or estimated consumption, in kWh (to the extent the data is available);
- (d) Relevant Tariffs applicable to the Customer;
- (e) the amount payable;
- (f) the pay by date;
- (g) the amount of arrears or credit and the amount of any Refundable Advance provided by the Customer;
- (h) a summary of payment methods and payment arrangement options;
- (i) if the customer is a Domestic Customer, details of the availability of Concessions;
- (j) a telephone number for billing and payment enquiries and a 24 hour contact telephone number for faults and emergencies; and
- (k) in relevant languages, details of interpreter services.

5.3 Bundled charges

On request, TXU must provide the Customer with reasonable information on network charges, retail charges and any other charges relating to the supply or sale of electricity comprised in the amount payable under the customer's bill.

5.4 Graphs

Other than on the Customer's first bill with TXU, TXU must include on the Customer's bill a graph showing the Customer's consumption for the period covered by the bill and, to the extent that data is available:

- the Customer's consumption for each billing period over the past 12 months; and
- a comparison of the Customer's consumption for the period covered by the bill with the Customer's consumption for the same period of the previous year.

5.5 Other goods or services

If beyond the supply and sale of electricity, TXU supplies other goods or services to the Customer, TXU may bill for those other goods or services separately. If TXU chooses not to bill separately, TXU must:

- (a) include the charge for the other goods or services as a separate item in its bill, together with a description of the other goods or services supplied; and
- (b) apply payments received from the Customer as directed by the Customer or, if the Customer gives no direction, apply the payment:
 - to the charges for the supply and sale of electricity before applying any part of it to the other goods or services; or
 - if the other goods or services include gas, to the charges for the supply and sale of electricity and the charges for the supply of gas in equal proportion before applying any part of it to any other goods or services.

6. BASIS OF BILL**6.1 Meter readings**

Unless the Supply Address is an Unmetered Supply, TXU must:

- (a) base the Customer's bill on TXU's reading of the meter at the Customer's Supply Address unless the Customer gives Explicit Informed Consent.; and
- (b) in any event, use its Best Endeavours to read the meter at least once in any 12 months.

6.2 Estimations

Despite clause 6.1, if TXU is not able to reasonably or reliably base a bill on TXU's reading of the meter at the Customer's Supply Address, TXU may provide the Customer with an estimated bill based on:

- (a) the Customer's reading of the meter; or
- (b) the Customer's historical billing data or, where TXU does not have that data, average consumption at the relevant tariff calculated over the period covered by the estimated bill.

6.3 Adjustments

Unless the Supply Address is an Unmetered Supply, if TXU has provided the Customer with an estimated bill, and TXU subsequently reads the meter or otherwise gets a reliable meter reading, TXU must adjust the bill in accordance with the meter reading.

6.4 Unsuccessful attempt to read

Where an attempt to read the meter at the Customer's Supply Address is unsuccessful because access is denied by the Customer, and the Customer subsequently requests TXU to replace an estimated bill with a bill based on TXU's reading of the meter, TXU must use its Best Endeavours to read the meter and may impose an Additional Retail Charge on the Customer.

6.4 Proportionate billing

Where the Customer's bill covers a period other than the Customer's usual Billing Cycle or a period during which the Customer's tariff changes, TXU must charge in proportion to the relevant periods and clearly show relevant details on the bill.

7. ADJUSTMENT OF A BILL**7.1 Review of a bill**

TXU must review the Customer's bill at the Customer's request. During the review, the Customer must pay that portion of the bill under review that the Customer and TXU agree is not in dispute or an amount equal to the average amount of the Customer's bills in the previous 12 months (whichever is the lower). If the bill is:

- (a) correct, the Customer must either pay the unpaid amount, or may request TXU to arrange a meter test in accordance with applicable laws and codes. If the meter is found to comply with applicable laws and codes, the Customer must pay the cost of the test and pay the unpaid amount; or
- (b) incorrect, TXU must adjust the bill under clauses 7.2 or 7.3.

7.2 Undercharging

If TXU has undercharged or not charged the Customer, whether this becomes evident as a result of a review under clause 7.1 or otherwise, TXU may recover the amount undercharged from the Customer but, in doing so, TXU must:

- (a) limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the Customer's last bill;
- (b) list the amount to be recovered as a separate item in a special bill or in the Customer's next bill together with an explanation of the amount;
- (c) not charge the Customer interest on the amount undercharged; and
- (d) if the Customer requests, allow the Customer time to pay the amount undercharged in a payment arrangement covering a period at least equal to the period over which the recoverable undercharging occurred.

7.3 Overcharging

Where TXU has overcharged the Customer, whether this becomes evident as a result of a review under clause 7.1 or otherwise, TXU must inform the Customer within 10 Business Days of TXU becoming aware of the error and repay the amount in accordance with the Customer's reasonable instructions or, if no reasonable instructions are given, by crediting the amount on the Customer's next bill.

8. PAYMENT OF A BILL

8.1 When payment is due

The Customer must pay a bill including GST by the pay by date specified in the bill, which must be not less than 12 Business Days from the date of the Bill.

8.2 Payment methods

TXU must offer the following payment methods to the Customer:

- (a) in person at a network of agencies or payment outlets;
- (b) by mail; and
- (c) by direct debit

If TXU elects to offer payment methods other than specified above, it may charge the Customer the Relevant Deemed, Standing Offer or Default Tariff.

8.3 Payment in advance

On request TXU must also accept payment from a Customer in advance.

8.4 Fees and charges for dishonoured payments

If the Customer pays TXU's bill and through fault of the Customer the payment is dishonoured or reversed, resulting in TXU incurring a fee, TXU may recover the fee from the Customer and impose an Additional Retail Charge.

9. REFUNDABLE ADVANCES

9.1 Domestic Customers

- (a) TXU may only require a Domestic Customer to provide a Refundable Advance if;
 - the Customer has left a previous Supply Address or has Transferred to TXU and still owes TXU or a former Retailer (as the case may be) more than an amount the Office nominates in any relevant Electricity Guideline;

- within the previous two years the Customer has used electricity otherwise than in accordance with applicable laws and codes;
 - having regard to any relevant Electricity Guideline, TXU considers the Customer has an unsatisfactory credit rating;
 - the Customer is a new customer and has refused to provide Acceptable Identification; or
 - TXU has offered the Customer an instalment plan and the customer has not accepted the offer; and
- (b) the amount of the Refundable Advance must not be:
- If the Customer provides or TXU otherwise has historical billing data for the Customer's own consumption at the relevant Supply Address over the last four quarters ended before the Refundable Advance is required, more than 37.5% of the amount billed to the Customer for the supply and sale of electricity to the Supply Address over those four quarters; or
 - Otherwise, more than 37.5% of the average amount TXU billed domestic Customers for the supply and sale of electricity over those four quarters.

9.2 Business Customers

TXU may only require a Business Customer to provide a Refundable Advance if the Business Customer does not have a satisfactory electricity account payment record or, having regard to any relevant Electricity Guideline, TXU considers the Customer has an unsatisfactory credit rating.

9.3 Use of Refundable Advances

- (a) TXU must pay to the Customer interest on the amount of a Refundable Advance at the Bank Bill Rate. Interest is to accrue daily and is to be capitalised (if not paid) every 90 days.
- (b) TXU must repay to the Customer and in accordance with the Customer's reasonable instructions the amount of a Refundable Advance, together with accrued interest, within 10 Business Days of the Customer:
- completing one year's payment (in the case of a Domestic Customer) or two years' payment (in the case of a Business Customer) by the pay by dates on TXU's initial bills; or
 - ceasing to take supply at the Supply Address.

If no reasonable instructions are given by the Customer, TXU must credit the amount of a Refundable Advance, together with accrued interest, on the Customer's next bill.

- (c) TXU may only use the Customer's Refundable Advance and accrued interest to offset any amount owed by a customer to TXU if the Customer:
- fails to pay a bill and that results in Disconnection of the Customer and the Customer no longer has a right to be reconnected under clause 16.1; or
 - vacates the Supply Address, requests Disconnection or Transfers to another Retailer.
- (d) If TXU uses a Refundable Advance, TXU must provide to the Customer an account of its use. TXU must pay any balance of the Refundable Advance to the Customer within 10 Business Days.

10. SHORTENED COLLECTION CYCLE

10.1 Retailer's right to apply a shortened collection cycle

TXU may only place the Customer on a shortened collection cycle if TXU has given to the Customer:

- (a) reminder notices for three consecutive bills or disconnection warnings for two consecutive bills; and
- (b) prior to the third reminder notice or second disconnection warning a notice informing the Customer that:
 - receipt of the third reminder notice or second disconnection warning as the case may be may result in the Customer being placed on a shortened collection cycle;
 - being on a shortened collection cycle means the Customer will not receive a reminder notice until the Customer has paid three consecutive bills in the Customer's Billing Cycle by the pay by date;
 - alternative payment arrangements may be available; and
 - the Customer may obtain further information from TXU (on a specified telephone number).

10.2 Notice

TXU must give the Customer notice that TXU has placed the Customer on a shortened collection cycle within ten Business Days of doing so.

11. DIFFERENT BILLING CYCLE

11.1 Customer's right to negotiate a different Billing Cycle

Despite clause 4.2, TXU and the Customer may agree a Billing Cycle with a regular recurrent period of less than three months. That agreement is not effective unless the Customer gives Explicit Informed Consent. Under the Agreement, TXU may impose an Additional Retail Charge on the Customer for making the different Billing Cycle available.

11.2 Former franchise customers

A Deemed Customer who was on a monthly Billing Cycle prior to 31 December 2000 continues on and from that date with the same Billing Cycle terms until such time as the Customer is no longer a Deemed Customer.

12. PAYMENT DIFFICULTIES

12.1 Capacity to pay

The Customer must contact TXU if the Customer anticipates that payment of a bill by the pay by date may not be possible.

12.2 Assessment and assistance to Domestic Customers

If a Domestic Customer so contacts TXU and they do not agree on an alternative payment arrangement or TXU otherwise believes the Customer is experiencing repeated difficulties in paying the Customer's bill or requires payment assistance, TXU must:

- (a) assess in a timely way whatever information the Customer provides or TXU otherwise has concerning the Customer's capacity to pay, taking into account advice from an independent financial counsellor if TXU is unable to adequately make that assessment;
- (b) on request, make available to the Customer documentary evidence of TXU's assessment;
- (c) unless the Customer has in the previous 12 months failed to comply with two instalment plans and does not provide a Reasonable Assurance to TXU that the Customer is willing to meet payment obligations under a further instalment plan, offer the Customer an instalment plan ; and
- (d) provide the Customer with details on Concessions including the Utility Relief Grant Scheme, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

12.3 Energy efficiency audits

TXU must consider conducting an energy efficiency field audit to assist a Domestic Customer to address the difficulties the Customer may have paying TXU's bills, subject to the Customer paying an Additional Retail Charge.

12.4 Debt collection

TXU:

- (a) may not commence legal proceedings for recovery of a debt while the Customer continues to make payments according to an agreed payment arrangement; and
- (b) must comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the **Trade Practices Act 1974** (Cth).

12.5 Credit reporting

TXU may report an overdue payment to a credit reporting agency in accordance with the Regulations.

13. INSTALMENT PLANS**13.1 Options for Domestic Customers**

In offering an instalment plan to a Domestic Customer, TXU must offer each of:

- (a) an instalment plan under which the Customer may make payments in advance towards the next bill in the Customer's Billing Cycle; and
- (b) an instalment plan under which the Customer may pay arrears and current charges and continue consumption.

13.2 Requirements for an instalment plan

TXU offering an instalment plan must:

- (a) specify the period of the plan and the amount of the instalments (which must reflect the Customer's consumption needs and capacity to pay), the number of instalments and how the amount of them is calculated, the amount of the instalments which will pay the Customer's arrears (if any) and estimated consumption during the period of the plan;
- (b) make provision for re-calculating the amount of the instalments where the difference between the Customer's estimated consumption and actual consumption may result in the Customer being significantly in credit or debit at the end of the period of the plan;
- (c) undertake to monitor the Customer's consumption while on the plan and to have in place fair and reasonable procedures to address payment difficulties the Customer may face while on the plan; and
- (d) provide the Customer with energy efficiency advice and advice on the availability of an independent financial counsellor.

14. GROUNDS FOR DISCONNECTION**14.1 Non-payment of a bill**

TXU may only Disconnect the Customer who fails to pay TXU by the relevant pay by date if:

- (a) the failure does not relate to an instalment under the Customer's first instalment plan with TXU;
- (b) TXU has given the Customer:
 - a reminder notice not less than 14 Business Days from the date of dispatch of the bill. The reminder notice must include a new pay by date which is not less than 20 Business Days from the date of dispatch of the bill. No reminder notice is required if the Customer is on a shortened collection cycle under clause 10.1; and

- a disconnection warning:
 - (A) if the Customer is on a shortened collection cycle under clause 10.1, not less than 14 Business Days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 20 Business Days from the date of dispatch of the bill; or
 - (B) otherwise, not less than 22 Business Days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 28 Business Days from the date of dispatch of the bill; and
- (c) TXU has included in the disconnection warning:
 - a statement that TXU may Disconnect the Customer on a day no sooner than five Business Days after the Date of Receipt of the disconnection warning; and
 - a telephone number for payment assistance enquiries, and
- (d) if the Customer has called that telephone number, TXU has responded to the Customer's enquiry and has provided advice on financial assistance, and, before disconnection, the Customer:
 - does not provide a Reasonable Assurance to TXU that the Customer is willing to pay TXU's bills; or
 - provides a Reasonable Assurance to TXU that the Customer is willing to pay TXU's bills but then:
 - (A) does not pay TXU the amount payable by the pay by date on the relevant disconnection warning. This does not apply if TXU and the Customer have agreed to a new payment arrangement;
 - (B) does not agree to a new payment arrangement within 5 Business Days after the Date of Receipt of the disconnection warning; or
 - (C) does not make payments under such a new payment arrangement.

To avoid doubt, if the Customer does not agree to such a new payment arrangement or does not so make payments under such a new payment arrangement, TXU may Disconnect the Customer without again having to observe this clause 14.1.

14.2 Domestic Customers without sufficient income

Despite clause 14.1, TXU must not Disconnect a Domestic Customer if the failure to pay TXU's bill occurs through lack of sufficient income of the Customer until TXU has also complied with clause 12.2, using its Best Endeavours to contact the Customer personally, and the Customer has not accepted an instalment plan within five Business Days of TXU's offer.

14.3 Denying access to the meter

TXU may Disconnect the Customer if the Customer denies access to the Customer's Supply Address for the purpose of reading the meter for three consecutive bills in the Customer's Billing Cycle but only if:

- (a) TXU has:
 - used its Best Endeavours, including by way of contacting the Customer personally, to give the Customer an opportunity to offer reasonable alternative access arrangements;
 - each time access is denied, TXU has given the Customer a notice requesting access to the meter; and
 - TXU has given the Customer a disconnection notice including a statement that TXU may Disconnect the Customer on a day no sooner than five Business Days after the Date of Receipt of the notice; and
- (b) the Customer has continued not to provide access.

14.4 Refusal to provide Refundable Advance

TXU may Disconnect the Customer if the Customer refuses when required to provide a Refundable Advance but only if:

- (a) TXU has given the Customer a disconnection notice including a statement that TXU may Disconnect the Customer on a day no sooner than five Business Days after the Date of Receipt of the notice; and
- (b) the Customer has continued not to provide the Refundable Advance.

14.5 The Customer's right to request disconnection

On request, TXU must Disconnect the Customer.

14.6 Disconnection for other reasons under the Regulations

TXU, or the Distributor, or their agents or any authority under the Regulations may Disconnect or interrupt the delivery of electricity to the Customer for any reason permitted or authorised by the Regulations. TXU will procure that notice will be provided to the Customer in accordance with the Regulations.

15. No disconnection**15.1 Despite clause 14, TXU must not Disconnect the Customer:**

- (a) for non-payment of a bill:
 - where the amount payable is less than any amount approved by the Office for this purpose in a relevant Electricity Guideline;
 - if the Customer has made a complaint directly related to the non-payment of the bill, to the Energy Industry Ombudsman or another external dispute resolution body and the complaint remains unresolved;
 - if the Customer has formally applied for a Utility Relief Grant and a decision on the application has not been made; or
 - if the only charge the Customer has not paid is a charge not for the supply or sale of electricity;
- (b) if the Customer's Supply Address is registered by the Distributor as a life support machine Supply Address;
- (c) unless otherwise requested by the Customer:
 - after 2 pm (for a Domestic Customer) or 3 pm (for a Business Customer on a weekday); or
 - on a Friday, on a weekend, on a Public Holiday or on the day before a Public Holiday.

16. RECONNECTION**16.1 Customer's right of reconnection**

If TXU has Disconnected the Customer as a result of:

- (a) non-payment of a bill, and within 10 Business Days of disconnection the Customer pays the bill or agrees to a payment arrangement;
- (c) access to the Customer's meter being denied, and within 10 Business Days of disconnection the Customer provides access;
- (d) the Customer obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 Business Days of disconnection that ceases and the Customer pays for the supply so obtained or agrees to a payment arrangement; or
- (e) the Customer refusing to provide a Refundable Advance, and within 10 Business Days of disconnection the Customer provides it,

on request, but subject to other applicable laws and codes and the Customer paying any reconnection charge, TXU must reconnect the Customer.

16.2 Time for reconnection where disconnected pursuant to clauses 14.1-14.5.

Where TXU has procured the disconnection of the Customer pursuant to clauses 14.1-14.5; and TXU is required to reconnect the Customer pursuant to this Agreement, if

- (a) the Customer makes a request for reconnection before 3pm on a Business Day, TXU must reconnect the Customer on the day of the request; or
- (b) if the Customer makes a request for reconnection after 3pm on a Business Day, TXU 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 Retail Charge, on the day requested by the Customer.

TXU and the Customer may agree that later times are to apply to TXU.

16.3 Time for reconnection where disconnection or interruption pursuant to clause 14.6

TXU will use best endeavours to ensure that the Customer is reconnected in accordance with the Regulations, including any applicable time period specified.

16.4 Disconnection due to Customer Breach

If the disconnection or interruption is due to a breach by the Customer of the Regulations, the Customer must pay a charge for reconnection..

17. TERMINATION**17.1 Termination by Customer**

- (a) The Customer may terminate a Contract with TXU.
- (b) This Agreement will terminate upon the Customer entering into an agreement on different terms with TXU with the Customer's Explicit Informed Consent, the Customer Transferring to another Retailer, or the Customer no longer being a Deemed Customer a Standing Offer Customer or a Default Customer.

17.2 Termination for Customer's breach

TXU may terminate this Agreement with the Customer for the Customer's breach of their Agreement by notice where:

- (a) TXU has Disconnected the Customer at the relevant Supply Address, and the Customer no longer has a right under clause 16 to be reconnected; or
- (b) the Customer enters into another contract for the supply and sale of electricity for the relevant Supply Address with TXU or another Retailer (whichever occurs first).

17.3 Termination due to operation of Electricity Industry Act

Notwithstanding clauses 17.1 and 17.2 this Agreement will terminate on the date specified in the Regulations, or upon termination of TXU's Retail Licence, whichever is the earlier. If the Regulations do not specify that this Agreement is to automatically terminate at a certain date, on and from the first date permitted under the Regulations TXU may terminate this Agreement without cause by giving 30 days written notice to the Customer.

17.4 Effect of Termination

This Agreement will terminate (unless extended by mutual agreement) without prejudice to the parties' accrued rights and liabilities.

18. TARIFFS AND CHARGES**18.1 Tariffs and charges**

- (a) TXU shall charge the Customer and the Customer must pay in accordance with the Relevant Deemed, Standing Offer, or Default Tariff and the Additional Retail Charges.
- (b) All Additional Retail Charges and any other charges payable under this Agreement are GST exclusive, and the Customer must, in addition to any other amount, pay to

TXU any goods and services tax, value added tax or other like tax ("GST") payable by TXU as a consequence of any supply made or deemed to be made by TXU in connection with this Contract.

- (c) any other goods or services supplied by TXU to the Customer; and,
- (d) where permitted by the Regulations, for any other charges applied by the Distributor relating to the supply, but not sale, of electricity to the Customer's Supply Address and for any payment or damages permitted or required to be recovered from the Customer under the Regulations for breach of this Agreement.

18.2 Variation in Relevant Tariff

TXU must give notice of any variation to its Relevant Deemed, Standing Offer, Default Tariff at least two months prior to the variation taking effect using the notice method specified in the Regulations, and if none specified, using any methods permitted by clause 28 of this Agreement.

18.3 Change in Customer's use

- (a) Where TXU's tariff is conditional upon the purpose of the Customer's use of electricity at the Supply Address the Customer must not allow electricity supplied for a specific use to be used for other purposes; and if there is a change in the Customer's use at the Supply Address, the Customer must inform TXU accordingly.
- (b) Where in accordance with clause 18.3(a) the Customer informs TXU of a change in use of the Customer's Supply Address, TXU may require the Customer to Transfer to a tariff applicable to the Customer's use at the Supply Address.
- (c) If a Customer fails to give the notice required under clause 18.3(a), TXU may Transfer the Customer retrospectively to the applicable Relevant Tariff.

19. CUSTOMER'S OBLIGATIONS

19.1 Access to Supply Address

The Customer must allow TXU, the Distributor, or their agents or representatives safe, convenient and unhindered access to the Customer's Supply Address for the purpose of reading the meter and to Connect, Disconnect or reconnect supply, to undertake repairs, to minimise problems in supply or any damage to or breakdown of the Distributor's distribution system, for testing or maintenance of the Distributor's distribution system, for removing, maintaining or replacing the meter or telecommunications attached to the meter, to prune or clear vegetation from electric lines at the Customer's Supply Address in accordance with the Regulations. TXU, the Distributor their agents and representatives must carry or wear official identification and, on request, show that identification to the Customer.

19.2 Provision of Information

The Customer must inform TXU as soon as possible if there is

- (a) Any change in responsibility for the payment of TXU's bill;
- (b) a relevant change to the Customer's contact details;

19.3 Vacating a Supply Address

The Customer must give TXU at least 3 Business Days notice of the date on which the Customer intends to vacate the Customer's Supply Address, and a forwarding address to which a final bill may be sent. If the Customer does not give notice, the Customer remains responsible for paying for electricity consumed at the Supply Address until the Customer gives TXU at least 3 Business Days notice or until a new Customer has a contract for the sale of electricity to the Supply Address (whichever occurs first).

19.4 Compliance and Co-operation

The Customer must comply with the Regulations including the Distribution Code, and must cooperate with TXU and the Distributor or their representatives in the exercise of their power rights or duties under this Agreement or the Regulations. The parties acknowledge that there are rights and responsibilities placed on the Customer, TXU and the Distributor under the Regulations, additional to those contained in this Agreement, including rights and obligations in relation to connection, disconnection and interruption of supply of electricity.

19.5 Use of supply

The Customer must not:

- tamper with, or permit tampering with, the meter or associated equipment;
- bypass, or allow electricity supplied to the Supply Address to bypass, the meter; or
- exceed the maximum allocated capacity (where notified by the Distributor) of the Customer's Supply Point without the prior written consent of the Distributor.

20. INFORMATION FROM TXU**20.1 TXU's charter**

- (a) TXU must give a copy of its charter to the Customer:
 - To Standing Offer Customers, as soon as practicable following the Commencement Date,
 - To Default Customers, as soon as practicable following TXU becoming aware it is selling and supplying electricity to the Default Customer,
 - on request, the copy to be handed to the Customer or posted within 48 hours of the request; and
 - to Deemed Customers, as soon as practicable after 1 January 2001.
- (b) The charter must summarise all rights, entitlements and obligations of TXU and Customer relating to the supply and sale of electricity and other aspects of their relationship under this Agreement and the Regulations.
- (c) On request, TXU must provide the charter to the Customer in large print or, if TXU has a significant number of Customers from the same non-English speaking background as the Customer, in the Customer's other language.
- (d) TXU must periodically include a statement on the Customer's bills that, on request, the Customer is entitled to a free copy of TXU's Charter.

20.2 The Electricity Retail Code

On request, TXU must give to the Customer a copy of the Electricity Retail Code issued by the Office (which, if so requested, must be a large print copy). TXU may impose an Additional Retail Charge on the Customer for this. TXU must also inform the Customer of any amendment to the Electricity Retail Code that materially affects the Customer's rights, entitlements and obligations as soon as reasonably practicable after it is amended.

20.3 Advice on available tariffs

- (a) On request, TXU must provide the Customer with reasonable information on tariffs TXU may offer to the Customer. The information must be given to the Customer within ten Business Days of the Customer's request and, if the Customer requests it, in writing.
- (b) TXU must give notice to the Customer of any variation to TXU's tariffs that affects the Customer. The notice must be given as soon as practicable and in any event no later than the Customer's next bill.

20.4 Concessions

On request, TXU must provide to a Domestic Customer information on any applicable Concessions.

21. Energy efficiency advice

On request, TXU must provide energy efficiency advice to the Customer.

22. HISTORICAL BILLING DATA

22.1 Records

TXU must retain the Customer's historical billing data for at least two years, even though in the meantime the Customer's Contract with TXU may have terminated.

22.2 Access to historical billing data

- (a) On request, TXU must provide to the Customer any of the Customer's historical billing data then retained by TXU for any period nominated by the Customer. TXU may impose an Additional Retail Charge on the Customer but only if the request is not the first request for historical billing data relating to a premise made by the Customer within a year or the data requested extends beyond the previous two years.
- (b) If the Customer has Transferred to another Retailer and requests historical billing data relating to the two years prior to the request from TXU then, even though the Customer's Contract with TXU may otherwise have terminated, TXU must provide the Customers with any of the data then retained by TXU and requested by the Customer. TXU may impose an Additional Retail Charge on the Customer.
- (c) TXU must use its Best Endeavours to provide historical billing data to the Customer within ten Business Days of the Customer's request or such other period they agree.
- (d) If historical billing data is required for the purposes of handling a genuine complaint made by the Customer, in no circumstances may TXU charge the Customer for providing the data.

23. Complaints and Dispute Resolution

23.1 Complaint handling

TXU must handle a complaint by the Customer in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Science and Tourism. TXU must include information on its complaint handling processes in TXU's charter.

23.2 Advice on Customer's rights

When TXU responds to the Customer's complaint, TXU must inform the Customer:

- (a) that the Customer has a right to raise the complaint to a higher level within TXU's management structure; and
- (b) if, after raising the complaint to a higher level the Customer is still not satisfied with TXU's response, the Customer has a right to refer the complaint to the Energy Industry Ombudsman or other relevant external dispute resolution body. This information must be given in writing.

23.3 Energy Industry Ombudsman

TXU must include information about the Energy Industry Ombudsman on any disconnection notice.

24 PRIVACY AND CONFIDENTIALITY

24.1 TXU must comply with any condition of its licence to sell electricity, and with any relevant Electricity Guideline, concerning the use or disclosure of personal information about the Customer. TXU may not disclose any personal information provided by the Customer or any personal information obtained as a result of this Agreement unless it is required in order to meet TXU's obligations under this Agreement or under the Applicable Regulation subject always to the Customer's personal information remaining confidential.

24.2 The Customer consents and agrees to TXU using and disclosing the information as set out in clause 24.1.

25. ILLEGAL CONSUMPTION

(a) Despite clause 7.2, if TXU has undercharged or not charged the Customer as a result of the Customer's fraud or consumption of electricity intentionally otherwise than in accordance with the Regulations, TXU may estimate the consumption for which the Customer has not paid and take debt recovery action for all of the unpaid amount.

(b) Clause 12.2 does not apply if, in the Customer's dealings with TXU, the Customer is convicted of an offence involving fraud or theft.

(c) Where the Customer's action in obtaining Supply otherwise than as permitted by this Agreement results in damage to equipment belong to TXU, the Distributor or their agents, the Customer may be liable for repair or replacement costs and TXU or the Distributor may take action to recover such costs.

(d) Upon TXU being notified of or otherwise become aware that it is supplying electricity to a Default Customer, if it has not already done in addition to the provisions of 25(a) it may require the Default Customer to provide the information required under clause 3.2.

26. ADDITIONAL RETAIL CHARGES

TXU may only impose an Additional Retail Charge on a Customer where that is expressly provided for in this Agreement. The amount of any such Additional Retail Charge must be reasonable having regard to related costs incurred by TXU.

27. AMENDMENT

TXU may vary this Agreement by giving 1 months written notice to the Customer, provided that it has first obtained the approval of the Office.

28. NOTICES

Unless otherwise provided in this Agreement, a notice, consent, document or other communication given by TXU or the Customer must be in writing, and may be delivered by hand, by fax by mail or by email. Without limiting any other manner in which notice may be given, a notice may be given by TXU by notice published in a newspaper circulating generally in Victoria.

29. WAIVER

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right nor does any single non-exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

30. LIABILITY

The liability of TXU is limited to the maximum extent permitted under the Electricity Retail Code and the Electricity Industry Act.

31. ASSIGNMENT

The Customer may not assign its rights under this Agreement without the prior written consent of TXU. TXU may assign and novate its rights and obligations under this Agreement upon giving notice in writing to the Customer. Without limiting any other manner in which notice may be given, a notice may be given by TXU by notice published in a newspaper circulating generally in Victoria.

32. TITLE AND RISK

Title and risk in the electricity supplied by TXU to the Customer passes at the Supply Point. Title in the meter or any part of the distribution system or the assets associated with Unmetered Supplies does not pass to the Customer, and TXU, or the Distributor or their agents may enter onto the premises and remove the meter or any part of the Meter and associated equipment upon the termination of this Agreement.

33. ENTIRE AGREEMENT

This Agreement as varied in accordance with its terms comprises the entire agreement between TXU and the Customer for the supply and sale of electricity.

34. GOVERNING LAW

This Agreement is governed by the laws of the State of Victoria.

35. DEFINITIONS

In this Agreement, unless the context otherwise requires:

Acceptable Identification in relation to:

- (a) a Domestic Customer, includes one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate;
- (b) a Business Customer which is a sole trader or partnership, includes one or more of the forms of identification for a Domestic Customer for each of the individuals that conduct the business; and
- (c) a Business Customer which is a company, includes the company's Australian Company Number or Australian Business Number.

Additional Retail Charge means a charge relating to the supply and sale of electricity by TXU to the Customer other than a charge based on the tariff applicable to the Customer, which are set out in Appendix 2 to this Agreement, which may be varied by TXU gazetting the revised Additional Retail Charges from time to time. To avoid doubt, any network charge or other charge relating to the supply, but not sale, of electricity to the Customer's Supply Address is not an Additional Retail Charge, such as any charges levied by a Distributor and approved by the Office.

Agreement means the terms of this Electricity Supply & Sale agreement as amended from time to time, including any schedules and appendices attached to this Agreement.

Bank Bill Rate means for a period:

- (a) the rate, expressed as a yield per cent per annum (rounded up, if necessary, to two decimal places) that is quoted as the average bid rate on the Reuters monitor system page "BBSY" (or any page that replaces that page) at about 10.30 am on the first day of that period, for bank bills that have a tenor equal to 90 days; or
- (b) if no average rate is so quoted, the bid rate available to the relevant Retailer at about 10.00 am on that day for bank bills that have such a tenor.

Best Endeavours in relation to a person, means the person must act in good faith and do what is reasonably necessary in the circumstances.

Billing Cycle means the regular recurrent period in which the Customer receives a bill from TXU.

Business Customer means the Customer who is not a Domestic Customer.

Business Day means a day other than a Saturday or Sunday or a Public Holiday appointed under the **Public Holidays Act 1993**.

Commencement Date means: for a Deemed Customer, 1 January 2001, for a Default Customer, the date the Customer commences to take supply of electricity within the former TXU franchise area on or after 1 January 2001; or for a Standing Offer Customer, the date the Customer advises TXU that it wishes to accept the Standing Offer.

Concession means a concession, rebate or grant including, without limitation, those known as or relating to:

- (a) Winter Energy Concession;
- (b) Life Support Machines;
- (c) Group Homes;
- (d) Multiple Sclerosis or Associated Conditions;
- (e) Service to Property Charge Supply Concession;
- (f) Property Transfer Fee Waiver; and
- (g) Utility Relief Grant Scheme.

Connect means the making and maintaining of contact between the electrical systems of two persons allowing the supply of electricity between those systems.

Contract means a contract for the supply and sale of electricity by TXU to the Customer. The contract may also oblige TXU to Connect the Customer's Supply Address or to otherwise procure the supply of electricity.

Customer means a Deemed Customer, a Default Customer, or a Standing Offer Customer

Date of Receipt in relation to a notice given by TXU means:

- (a) if TXU hands the notice to the Customer, the date TXU does so;
- (b) if TXU leaves the notice at the Customer's Supply Address, the date TXU does so; and
- (c) if TXU gives the notice by post, a date two Business Days after the date TXU posts the notice.

Deemed Customer means a person who was a franchise Customer of TXU immediately before 1 January 2001 and who has not: (a) entered into a new contract with TXU which takes effect on or after that date; or (b) entered into a new contract with another Retailer which takes effect on or after that date and has successfully transferred to the other Retailer.

Default Customer means a customer (if any) who is deemed by the Electricity Industry Act to have accepted an offer by TXU for the supply and sale of electricity as if they were a Standing Offer Customer.

Disconnect means the disconnection of contact between the electrical systems of two persons preventing the supply of electricity between those systems.

Distributor means a person who holds, or is exempt from holding, a distribution licence under the **Electricity Industry Act 1993**.

Domestic Customer means the Customer who purchases electricity principally for personal, household or domestic use at the relevant Supply Address.

Electricity Guideline means a guideline published by the Office under section 12 of the **Office of the Regulator-General Act 1994**.

Electricity Retail Code means the code by that name issued by the Office.

Explicit Informed Consent has the same meaning as in TXU's licence to sell electricity.

Office means the Office of the Regulator-General under the **Office of the Regulator-General Act 1994**.

Public Holiday means a public holiday appointed under the **Public Holidays Act 1993**.

Reasonable Assurance in relation to the Customer's willingness to pay means a fair and reasonable expectation, based on all the circumstances leading to, and which are anticipated to follow, the assurance that the Customer will pay.

Refundable Advance means an amount of money or other arrangement acceptable to TXU as security against the Customer defaulting on a final bill.

Regulations includes the regulations set out in Appendix 1 to this Agreement, the Electricity Retail Code, and any acts, statutes, rules, regulations, guidelines, procedures, subrules and the like regulating the parties or the electricity industry in Victoria or elsewhere if applicable, whether made under the **Electricity Industry Act 1993** or other applicable legislation having jurisdiction over the relevant parties, including but not limited to the Retail Licence or any other instruments created by authority of the above acts, regulations and codes.

Relevant Customer means a person, or a member of a class of persons, to whom an Order under section 169B(2) of the **Electricity Industry Act 1993** applies.

Relevant Deemed Tariff means the tariff gazetted by TXU and specified by TXU from time to time as being applicable to a Deemed Customer and applicable to the intended usage of electricity proposed by the Customer as reasonably determined by TXU and if relevant, the payment method used by the Customer.

Relevant Standing Offer Tariff means the tariff gazetted by TXU and specified by TXU from time to time as being applicable to a Standing Offer Customer and applicable to the intended usage of electricity proposed by the Customer as reasonably determined by TXU and if relevant, the payment method used by the Customer.

Relevant Default Tariff means the tariff gazetted by TXU and specified by TXU from time to time as being applicable to a Default Customer and applicable to the intended usage of electricity proposed by the Customer as reasonably determined by TXU and if relevant, the payment method used by the Customer. If no Default Tariff is gazetted, the Relevant Standing Offer Tariff shall apply to a Default Customer.

Retailer means a person who holds a retail licence under the **Electricity Industry Act 1993**.

Standing Offer Customer means a person who notifies TXU that they wish to accept the terms of a standing offer made by TXU pursuant to s. 169A of the **Electricity Industry Act 1993**.

Supply Address means the address at which TXU supplied, supplies or may supply electricity to a Customer.

Supply Point means supply point as defined in the Regulations.

Transfer in respect of the Customer and two Retailers, means a contract between the Customer and the first Retailer has terminated and a contract between the Customer and the second Retailer has begun and the transfer has been registered or otherwise recorded in accordance with any applicable laws and codes.

TXU Franchise Customer in relation to the period ending on 31 December 2000, means a franchise Customer of TXU within the meaning of the **Electricity Industry Act 1993** immediately before 1 January 2001.

Unmetered Supplies means traffic lights whether unmetered or metered, public lighting, security lighting, and various other unmetered supplies.

36 INTERPRETATION

In this Agreement including the preamble, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement or of any term or condition set out in this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
- (d) a reference to a clause or appendix is to a clause or appendix of this Agreement;
- (e) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;
- (f) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
- (g) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (i) a period of time:
 - which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - which commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- (j) a reference to:
 - time is a reference to Standard Time within the meaning of the **Summer Time Act 1972** and not Summer Time within the meaning of that Act;
 - a day is a reference to a period commencing immediately after midnight and ending the following midnight; and
 - a month is a reference to a calendar month; and
- (k) an event which is required under any term or condition set out in this Agreement to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day.
- (l) TXU is not in a position to Connect, Disconnect or reconnect the electrical system at the **Customer's** Supply Address to a **Distributor's** distribution system. A reference in a term or condition set out in this Agreement to TXU Connecting, Disconnecting or reconnecting the Customer is to be construed as a reference to TXU using its Best Endeavours to procure, or having procured, the distributor to Connect, Disconnect or reconnect the electrical system at the customer's Supply Address to the Distributor's distribution system (as the case may be).
- (m) a reference to any party, authority, agreement, document, legislation, regulation, code or anything similar includes any successor to that person, authority or item;
- (n) where an obligation under this Agreement is to be performed, or a period referred to ends, on a day that is not a Business Day that obligation shall be performed or the period shall end (as the case requires) on the next following Business Day;
- (o) if the Customer consists of more than one person, each person is jointly and severally bound by the obligations under the terms of this Agreement;
- (p) a reference to any party, authority, agreement, document, legislation, regulation, code or anything similar includes any successor to that person, authority or item; and

- (q) where this Agreement requires or permits TXU to perform an action or to use confidential information, then TXU may perform the action or use the confidential information through an agent, contractor or a related company.

Appendix 1

Applicable laws and codes

This Agreement does not set out comprehensively all the rights, entitlements and obligations of TXU and the Customer relating to the supply and sale of electricity and other aspects of their relationship. A list of other relevant applicable laws and codes as at September 2000 follows:

- Acts:
 - **Office of the Regulator-General Act 1994.**
 - **Electricity Industry Act 1993.**
 - **Electricity Safety Act 1998.**
 - **National Electricity (Victoria) Act 1997.**
 - **State Electricity Commission Act 1958.**
 - **Trade Practices Act 1974 (Cth).**
 - **Fair Trading Act 1999.**
- Regulations made under those Acts:
 - Electricity Safety (Electric Line Clearance) Regulations 1999.
 - Electricity Safety (Network Asset) Regulations 1999.
 - Electricity Industry (Non-franchise Customers) Regulations 1995.
 - Electricity Safety (Installations) Regulations 1999.
- Orders in Council made under those Acts.
- Licences issued to TXU by the Office under sections 162 of the *Electricity Industry Act* 1993.
- Codes:
 - National Electricity Code.
 - Distribution Code.
- Statements and guidelines (available from the Office) relating to the performance of the Office's functions and the exercise of its powers published by the Office under section 12 of the **Office of the Regulator-General Act 1994.**

Appendix 2

Applicable Retail Charges

Prices on Application

Electricity Industry Act 1993
2001 MAXIMUM UNIFORM TARIFFS
POWERCOR AUSTRALIA LTD.

Transitional Tariffs - (applies from 1 Jan 2001)

*Subject to change pending ORG appeal outcome.

Tariff Categories		Tariffs (GST Exclusive)
RESIDENTIAL		
Supply charge	\$/Cust qtr	34.64
GH/GL		
<i>Peak charge</i>	<i>c/kWh</i>	16.48
<i>Offpeak charge</i>	<i>c/kWh</i>	4.17
GD/GR		
<i>First 1020 kWh/qtr</i>	<i>c/kWh</i>	11.29
<i>Balance</i>	<i>c/kWh</i>	11.90
Climate Saver		
<i>1 November to 31 March</i>	<i>c/kWh</i>	11.89
<i>1 April to 31 October</i>	<i>c/kWh</i>	8.17
Y6/YT		
<i>All consumption</i>	<i>c/kWh</i>	4.44
Y8		
<i>All consumption</i>	<i>c/kWh</i>	5.28
J6/JT		
<i>All consumption</i>	<i>c/kWh</i>	4.44
J8		
<i>All consumption</i>	<i>c/kWh</i>	5.28
J		
<i>All consumption</i>	<i>c/kWh</i>	5.28
S4		
<i>All consumption</i>	<i>c/kWh</i>	3.55

Transitional Tariffs - (applies from 1 Jan 2001)

*Subject to change pending ORG appeal outcome.

Tariff Categories		Tariffs (GST Exclusive)	
GENERAL PURPOSE LOW VOLTAGE			
E	First 4000kWh/month	c/kWh	15.55
	Balance	c/kWh	12.69
	Supply charge	\$/Cust mth	12.97
E1	Peak first 4000 kWh/mth	c/kWh	18.11
	Peak balance	c/kWh	12.63
	Offpeak charge	c/kWh	4.66
	Supply charge	\$/Cust mth	12.97
G	First 4000 kWh/mth	c/kWh	15.55
	Balance	c/kWh	12.69
	Supply charge	\$/Cust mth	12.97
L	Peak charge	c/kWh	11.50
	Offpeak charge	c/kWh	2.35
	Demand charge	\$/kW mth	5.88
	Supply charge	\$/Cust mth	357.82
D	Peak charge	c/kWh	16.85
	Offpeak charge	c/kWh	4.00
	Supply charge	\$/Cust mth	12.97
D4	Peak charge	c/kWh	16.85
	Offpeak charge	c/kWh	4.66
	Supply charge	\$/Cust mth	12.97

Transitional Tariffs - (applies from 1 Jan 2001)

*Subject to change pending ORG appeal outcome.

Tariff Categories			Tariffs (GST Exclusive)
COMMUNITY SERVICE			
N	All consumption	c/kWh	13.71
	Supply charge	\$/Cust mth	14.90
N1	Peak charge	c/kWh	13.71
	Offpeak charge	c/kWh	4.65
	Supply charge	\$/Cust mth	14.90
FARM			
B	First 12000 kWh/qtr	c/kWh	15.55
	Balance	c/kWh	12.69
	Supply charge	\$/Cust qtr	38.91
B1	First 12000 kWh/qtr	c/kWh	18.11
	Balance	c/kWh	12.63
	All consumption	c/kWh	4.66
	Supply charge	\$/Cust qtr	38.91

Transitional Tariffs - (applies from 1 Jan 2001)

*Subject to change pending ORG appeal outcome.

Tariff Categories		Tariffs (GST Exclusive)
PUBLIC LIGHTING		
<i>Mercury 80W All Night</i>	<i>\$ p.a.</i>	81.22
<i>Mercury 125W All Night</i>	<i>\$ p.a.</i>	106.56
<i>Sodium 70W All Night</i>	<i>\$ p.a.</i>	-
<i>Sodium 100W All Night</i>	<i>\$ p.a.</i>	-
<i>Sodium 150W All Night</i>	<i>\$ p.a.</i>	152.12
<i>Sodium 150W 24 hour</i>	<i>\$ p.a.</i>	335.85
<i>Sodium 250W All Night</i>	<i>\$ p.a.</i>	182.25
<i>Sodium 250W 24 hour</i>	<i>\$ p.a.</i>	425.88
<i>Sodium 400W All Night</i>	<i>\$ p.a.</i>	281.83
<i>Incandescent 100W All Night</i>	<i>\$ p.a.</i>	245.47
<i>Incandescent 100W Special All Night</i>	<i>\$ p.a.</i>	313.07
<i>Incandescent 150W All Night</i>	<i>\$ p.a.</i>	299.84
<i>Incandescent 200W All Night</i>	<i>\$ p.a.</i>	317.85
<i>Incandescent 200W Special All Night</i>	<i>\$ p.a.</i>	348.35
<i>Incandescent 300W All Night</i>	<i>\$ p.a.</i>	374.44
<i>Incandescent 500W All Night</i>	<i>\$ p.a.</i>	449.75
<i>Incandescent 500W Special All Night</i>	<i>\$ p.a.</i>	478.79
<i>Incandescent 750W All Night</i>	<i>\$ p.a.</i>	550.45
<i>Fluorescent 2X20W All Night</i>	<i>\$ p.a.</i>	91.85
<i>Fluorescent 2X20W 24 Hour Daily</i>	<i>\$ p.a.</i>	146.98
<i>Fluorescent 3X20W All Night</i>	<i>\$ p.a.</i>	109.12
<i>Fluorescent 4X40W All Night</i>	<i>\$ p.a.</i>	258.32
<i>Mercury 50W All Night</i>	<i>\$ p.a.</i>	87.82
<i>Mercury 250W All Night</i>	<i>\$ p.a.</i>	262.37
<i>Mercury 400W All Night</i>	<i>\$ p.a.</i>	313.79
<i>Mercury 700W (Excluding Pole) All Night</i>	<i>\$ p.a.</i>	469.97
<i>Mercury 700W (Excluding Pole) Special All Night</i>	<i>\$ p.a.</i>	510.38
<i>Mercury 700W (Including Pole) All Night</i>	<i>\$ p.a.</i>	568.82
<i>Sodium 90W All night</i>	<i>\$ p.a.</i>	212.38
<i>Sodium 180W All Night</i>	<i>\$ p.a.</i>	276.31
<i>Sodium 2X400W (One Lamp) All Night</i>	<i>\$ p.a.</i>	400.15
<i>Sodium 2X400W (Two Lamp) All Night</i>	<i>\$ p.a.</i>	555.96

Transitional Tariffs - (applies from 1 Jan 2001)

*Subject to change pending ORG appeal outcome.

Tariff Categories		Tariffs (GST Exclusive)
MISCELLANEOUS		
Traffic control		
Supply charge metered	\$/Cust mth	14.90
Supply charge unmetered	\$/Cust mth	10.43
Energy charge	c/kWh	8.31
Security lighting		
Supply charge	\$/Cust mth	34.79
Watchman's lights		
Initial charge per lamp	\$/Cust	183.74
Mercury 125W	\$/Cust mth	10.62
Mercury 250W	\$/Cust mth	18.30
Mercury 400W	\$/Cust mth	25.74
Sodium 150W	\$/Cust mth	18.15
Sodium 250W	\$/Cust mth	21.85
Sodium 400W	\$/Cust mth	26.85
Telephone cabinets		
Supply charge	\$/Cust p.a.	36.37
Unmetered supplies		
Less than 50 Watts	\$/Cust mth	17.40
Mobile X-Ray unit or equivalent	\$/Cust day	10.25
Identilite/sign	\$/Cust qtr	60.95
Telecom Remote Customer Multiplexer	\$/Cust mth	34.83
Mobile radio network	\$/Cust mth	42.96
Remote weather stations	\$/Cust mth	16.37
Bus shelter - S1 Full advertising	\$/Cust mth	27.26
Bus shelter - S2 Limited advertising	\$/Cust mth	19.82
Bus shelter - S3 Vandal-proof no advertising	\$/Cust mth	17.07
Ice warning lamps	\$/Cust mth	16.26

Dated 31 October 2000
Wan Chi Tin
Chief Executive Officer
Powercor Australia Ltd.

Electricity Industry Act 1993
POWERCOR AUSTRALIA LTD.

**Standard Terms and
Conditions for Deemed
Contracts with Former
Franchise Customers**

These standard terms and conditions apply to contracts for the sale and supply of electricity created under section 169C of the Electricity Industry Act 1993.

In these standard terms and conditions:

We and **Us** means Powercor Australia Ltd (ABN 89 064 651 109) of 40 Market Street Melbourne, Victoria, 3000, and **our** has a corresponding meaning.

You means the person taking a supply of electricity from us at the Premises and **your** has a corresponding meaning.

**PART 1: RELATIONSHIP WITH YOUR
RETAILER**

1 Supply and sale

1.1 Obligation to sell and supply

We will:

- (a) sell electricity and related services to you;
- (b) arrange for the delivery of electricity to the Premises.

1.2 Obligation to pay

You will pay us for the electricity and related services we supply, any services we use to deliver the electricity to the Premises and any additional amounts contemplated by these standard terms and conditions.

2 Term

2.1 Commencement

Your contract will commence on 1 January 2001.

2.2 Duration

Your contract will continue until you terminate it (under clause 2.4) or we terminate it (under clause 2.5).

2.3 Vacating Premises (moving property)

If you intend to vacate your Premises you must give us:

- (a) at least 3 business days' notice of the date on which you intend to vacate the Premises; and
- (b) a forwarding address where we can send a final bill.

If you do not give us at least 3 business days' notice, you agree to pay for electricity supplied to the Premises until you give us such notice or another customer enters into a contract for sale of electricity to the Premises (whichever occurs first).

2.4 Termination by you

If you wish to terminate your contract you must notify us.

2.5 Termination by us

We may terminate your contract if:

- (a) you do not pay us and under the Retail Code we have disconnected your electricity and you no longer have a right to be reconnected; or
- (b) you enter into another contract for supply of electricity for the Premises,

whichever occurs first.

2.6 Effect of termination

If your contract is terminated:

- (a) you will remain liable to make any outstanding payments to us;
- (b) we will have no obligation to supply electricity to you.

3 Price

3.1 Amount

We will charge you an amount for the electricity and any other services which we supply to you, which we will calculate in accordance with the relevant tariff as set out in schedule 1, or as varied by us and notified to you under clause 3.2 ("**Price**").

3.2 Variation

We will give you notice of any variation of the Price as soon as

practicable and in any event, no later than your next bill.

4 Billing and payment

4.1 Frequency of bills

If we currently bill you monthly we will continue to do so, otherwise we will bill you at least every three months. We may agree with you a billing period which is shorter than three months, pursuant to the Retail Code.

4.2 Content

Your bills will include, amongst other things (see the Retail Code):

- (a) the National Meter Identifier (“NMI”) assigned to your meter;
- (b) the relevant tariff or tariffs which apply to you;
- (c) the amount payable by you;
- (d) the “pay by date”; and
- (e) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies.

4.3 Estimated readings

Wherever possible, the bill will be based on an actual read of your electricity meter.

If we cannot reasonably or reliably base a bill on our reading of your electricity meter, we may provide you with an estimated bill based on:

- (a) your reading of your electricity meter;
- (b) your prior billing history; or
- (c) if we don’t have your prior billing history, average usage of electricity at the relevant tariff calculated over the period covered by the bill.

We agree to use our best endeavours to read your meter at least once every 12 months and adjust your bill accordingly.

4.4 Access

You will allow us (including our agents) and our equipment safe, convenient and unhindered access to the Premises to read your meter. If we cannot read your meter because you deny such access to us, we may estimate your bill and may charge you an additional amount if you later request a bill based on an actual reading.

4.5 Date for payment

You agree to pay us the amount specified in each bill by the “pay by date” specified in the bill in accordance with the Retail Code.

4.6 Payment methods

You may pay your bill:

- (a) in person at an agency or payment outlet;
- (b) by mail; or
- (c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments); or
- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

4.7 Additional amounts

We may charge you an additional amount if:

- (a) your payment is dishonoured or reversed and we incur a fee;
- (b) we make a different billing cycle available to you and you agree to this;
- (c) you deny us access to read your meter and later request a bill based on an actual reading (see clause 4.3); or
- (d) we are otherwise permitted to do so under the Electricity Law, including for excluded services charges.

The amount of any additional charge will be reasonable having regard to the related costs we incur.

4.8 Review of bill

If you disagree with an amount stated in a bill, we will review the bill at your request. During the review, you agree to pay us the lower of:

- (a) any portion of the bill which you agree with us is not in dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

4.9 Outcome of disputes

If the bill is correct, you agree to pay us the unpaid amount or request a meter test. If the meter test shows that your meter complies with applicable laws and codes, you agree to pay the costs of the tests and the unpaid amount.

If your bill is incorrect we will adjust your bill in accordance with the Retail Code.

4.10 Adjustments

If we fail to charge, undercharge or overcharge you, we may recover from you or pay to you the relevant amount in accordance with the Retail Code.

4.11 Financial hardship

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the "pay by date", you must notify us; or
- (b) we believe that you may not be able to pay a bill by the "pay by date",

then we will offer you a range of options (including instalment plans) to assist you (see the Retail Code).

4.12 Shortened collection cycle

We may shorten your collection cycle in accordance with the Retail Code.

5 Disconnection or reduction of supply and reconnection**5.1 Disconnection, interruption, discontinuation or reduction.**

If you so request, or we are permitted to do so under the Electricity Law, we may disconnect, interrupt, discontinue or reduce the supply of electricity to you at the Premises.

5.2 Reconnection

If we have disconnected your supply as a result of:

- (a) non-payment of a bill, and within 10 days of disconnection you pay the bill or agree to a payment arrangement; or
- (b) access to your meter being denied, and within 10 days of disconnection you provide such access; or
- (c) your obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 business days of disconnection that supply ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- (d) your refusing to provide a Refundable Advance, and within 10 days of disconnection you provide it,

then at your request, but subject to other applicable laws and codes and your payment of a reconnection charge, we will connect your supply within the time specified in the Retail Code.

6 Refundable Advances**6.1 Domestic Customers**

If you are a Domestic Customer we may require you to pay a Refundable Advance if:

- (a) within the previous two years you have used electricity other than in accordance with

applicable laws and Codes; or

- (b) we consider that you have an unsatisfactory credit rating (having regard to any relevant Electricity Guideline);
- (c) we have offered you an instalment plan and you have not accepted that offer.

6.2 Business Customers

If you are a Business Customer we may require you to pay a Refundable Advance if:

- (a) we consider that you do not have a satisfactory credit rating as reasonably determined by us having regard to any relevant Electricity Guideline; or
- (b) you do not have a satisfactory electricity account payment record as reasonably determined by us.

You may provide us with a bank guarantee as an alternative to a refundable advance.

6.3 Amount

The amount of a refundable advance will be:

- (a) if you are a Domestic Customer and we have historical billing data for your consumption at the Premises over the last four quarters ended before the Refundable Advance is required, no more than 37.5% of the amount billed to you over those four quarters; or
- (b) if you are a Domestic Customer but paragraph (a) does not apply, no more than 37.5% of the average amount which we billed Domestic Customers over those four quarters; or
- (c) if you are a Business Customer, an amount we reasonably determine.

6.4 Interest

We will pay you interest on the amount of your Refundable Advance in accordance with the Retail Code.

6.5 Use of Refundable Advance

We will only use and will repay your Refundable Advance in accordance with the Retail Code.

7 Customer information

7.1 Confidentiality

We agree that we will keep details of your name, address and account history confidential and will not disclose these details other than for purposes necessary to meet our obligations to you or in accordance with any relevant Code or Electricity Guideline.

7.2 Changes

You agree that if you change any of your details which are known to us, you will tell us.

7.3 Other services

If we are not prevented from doing so by any relevant Code, Electricity Guideline, or licence requirement, we may use your details to advise you of the availability of other services which we, or companies related to us, can provide, until you inform us that you no longer wish to receive such information or material from us.

8 Dispute resolution

If you wish to raise a complaint or a dispute with us concerning our performance, we encourage you to contact us to discuss and attempt to resolve the complaint or dispute.

If you are not satisfied with our response, you may refer the complaint to the Electricity Industry Ombudsman of Victoria.

PART 2: OBLIGATIONS IN RESPECT OF ELECTRICITY DISTRIBUTION

9 Access

You will allow us (and for the purposes of this clause, "us" includes our agents) and our

equipment safe, convenient and unhindered access to the Premises:

- (a) to connect, disconnect or reconnect your supply;
- (b) to read your meter;
- (c) to inspect or test any electrical equipment on the Premises;
- (d) to undertake repairs, testing or maintenance of the distribution system; and
- (e) to clear vegetation from electric lines on the Premises.

10 Other obligations you must comply with

You agree to:

- (a) comply with the provisions of the Distribution Code which impose obligations on you and to allow your Distributor to enforce its rights under this Code;
- (b) comply with the Electricity Law;
- (c) ensure that:
 - (i) the distribution network; or
 - (ii) the quality of our supply to other customers,
 is not adversely affected by your actions or equipment;
- (d) co-operate with your Distributor if the Distributor seeks to enforce the terms pursuant to which it provides connection services to you;
- (e) allow us to provide your Distributor with these standard terms and conditions, and, subject to the Retail Code and any relevant Electricity Guideline, your details; and

- (f) do or refrain from doing any other act reasonably required by your Distributor or us to accommodate a change in the Electricity Law from time to time.

PART 3: GENERAL

11 Interpretation

11.1 Definitions

In this document:

Business Customer means a customer who is not Domestic Customer.

Distribution Code means the Code of that name approved by the ORG.

Domestic Customer means a customer who purchases electricity principally for personal, domestic or household use.

Electricity Guideline is defined in the Retail Code.

Electricity Law means all relevant legislation, statutes, regulations, codes, guidelines, orders in council, licences, proclamations, tariffs, directions or standards applicable to participants in the Victorian region of the National Electricity Market and includes the Retail Code, the Distribution Code, the *Electricity Industry Act 1993*, the *Electricity Safety Act 1998* and the National Electricity Law.

ORG means the Office of the Regulator-General or its successor.

Outstanding Amount means an amount owing in respect of a previous supply address or a former electricity supplier, which exceeds the amount nominated by the ORG in any relevant Electricity Guideline.

Premises means the premises where you take electricity from us under these terms and conditions.

Refundable Advance means an amount of money or other arrangement acceptable to us which you pay us as a safeguard against you failing to pay a bill.

Retail Code means the Electricity Retail Code approved by the ORG.

11.2 General

In this document unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

12 Access to information

12.1 Retail Code

If you so request, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. In any event, we will inform you of any changes to the Retail Code which affect you.

12.2 Customer Charter

We will provide you with a free copy of our customer charter as soon as practicable after your contract starts, and following that, upon your request.

12.3 Historical billing data

You may request your historical billing information for any period from us and we will provide you

with all such information which we then retain for that period, and we may charge you an additional amount if:

- (a) this is not your first request within a year; or
- (b) the period extends beyond the previous 2 years.

12.4 Internet access

Copies of all Codes and other documents referred to in these standard terms and conditions are available on our website, www.powercor.com.au.

12.5 Available tariffs and variations

If you so request, we will provide you with reasonable information on the tariffs we offer you in accordance with the Retail Code.

If we vary any tariff which affects you, we will notify you in accordance with the Retail Code.

12.6 Concessions

We will provide you with information on all concessions if you so request.

12.7 Energy efficiency advice

We will provide you with energy efficiency advice if you so request.

13 Miscellaneous

13.1 Quality of supply

The quality, frequency and continuity of supply of electricity is subject to a variety of factors which include accidents, weather and acts of others. Accordingly, the nature of electricity is such that we cannot guarantee to you:

- (a) the quality or frequency of the electricity we supply; or
- (b) the continuity of supply of electricity to you.

13.2 Preservation of legislative provisions

These standard terms and conditions do not vary or exclude the operation of sub-section 78(1) of the *National Electricity Law* or sub-sections 27(2) or (3) of the *Electricity Industry Act 1993*.

Schedule 1 - Prices (clause 3.1)

[See Transitional Tariffs]

**Dated 31 October 2000
Wan Chi Tin
Chief Executive Officer
Powercor Australia Ltd.**

Electricity Industry Act 1993
POWERCOR AUSTRALIA LTD.

Standard Terms and Conditions for Standing Offers

These standard terms and conditions apply to contracts for the sale and supply of electricity created when a customer accepts a standing offer under section 169A of the Electricity Industry Act 1993.

In these standard terms and conditions:

We and **Us** means Powercor Australia Ltd (ABN 89 064 651 109) of 40 Market Street, Melbourne, Victoria 3000, and **our** has a corresponding meaning.

You means the person taking a supply of electricity from us at the Premises and **your** has a corresponding meaning.

PART 1: RELATIONSHIP WITH YOUR RETAILER

1 Supply and sale

1.1 Obligation to sell and supply

We will:

- (a) sell electricity and related services to you;
- (b) arrange for the delivery of electricity to the Premises.

1.2 Obligation to pay

You will pay us for the electricity and related services we supply, any services we use to deliver the electricity to the Premises and any additional amounts contemplated by these standard terms and conditions.

2 Term

2.1 Commencement

Your contract will commence when you accept our offer to supply you on these terms and conditions.

2.2 Duration

Your contract will continue until you terminate it (under clause 2.4) or we terminate it (under clause 2.5).

2.3 Vacating Premises (moving property)

If you intend to vacate your Premises you must give us:

- (a) at least 3 business days' notice of the date on which you intend to vacate the Premises; and
- (b) a forwarding address where we can send a final bill.

If you do not give us at least 3 business days' notice, you agree to pay for electricity supplied to the Premises until you give us such notice or another customer enters into a contract for sale of electricity to the Premises (whichever occurs first).

2.4 Termination by you

If you have accepted our offer under section 169A of the *Electricity Industry Act 1993* and you wish to terminate your contract, you must give us 28 days' notice.

2.5 Termination by us

We may terminate your contract if:

- (a) you do not pay us and under the Retail Code, we have disconnected your electricity and you no longer have a right to be reconnected; or
- (b) you enter into another contract for supply of electricity for the Premises,

whichever occurs first.

2.6 Effect of termination

If your contract is terminated:

- (a) you will remain liable to make any outstanding payments to us;
- (b) we will have no obligation to supply electricity to you.

3 Price

3.1 Amount

We will charge you an amount for the electricity and any other services which we supply to you,

which we will calculate in accordance with the relevant tariff as set out in schedule 1, or as varied by us and notified to you under clause 3.2 (“Price”).

3.2 Variation

We will give you notice of any variation of the Price as soon as practicable and in any event, no later than your next bill.

4 Billing and payment

4.1 Internet Billing

You may elect to receive your bills online through POSTbillpay (“Internet Billing”). If you do, then during any period when you use Internet Billing, these standard terms and conditions will apply subject to the amendments in schedule 2. Otherwise you will receive your bills by ordinary post.

4.2 Frequency of bills

We will bill you at least every three months unless we agree with you otherwise where this is permitted by the Retail Code. We may agree with you a billing period which is shorter than three months, pursuant to the Retail Code.

4.3 Content

Your bills will include, amongst other things (see the Retail Code):

- (a) the National Meter Identifier (“NMI”) assigned to your meter;
- (b) the relevant tariff or tariffs which apply to you;
- (c) the amount payable by you;
- (d) the “pay by date”; and
- (e) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies.

4.4 Estimated readings

Wherever possible, the bill will be based on an actual read of your electricity meter.

If we cannot reasonably or reliably base a bill on our reading of your electricity meter we may provide you with an estimated bill based on:

- (a) your reading of your electricity meter;
- (b) your prior billing history; or
- (c) if we don’t have your prior billing history, average usage of electricity at the relevant tariff calculated over the period covered by the bill.

We agree to use our best endeavours to read your meter at least once every 12 months and adjust your bill accordingly.

4.5 Access

You will allow us (including our agents) and our equipment safe, convenient and unhindered access to the Premises to read your meter. If we cannot read your meter because you deny such access to us, we may estimate your bill and may charge you an additional amount if you later request a bill based on an actual reading.

4.6 Date for payment

You agree to pay us the amount specified in each bill by the “pay by date” specified in the bill in accordance with the Retail Code.

4.7 Payment methods

You may pay your bill:

- (a) in person at an agency or payment outlet;
- (b) by mail; or
- (c) by direct debit (if you have agreed with us in

writing to the amount and frequency of payments); or

- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

4.8 Additional amounts

We may charge you an additional amount if:

- (a) your payment is dishonoured or reversed and we incur a fee;
- (b) we make a different billing cycle available to you and you agree to this;
- (c) you deny us access to read your meter and later request a bill based on an actual reading (see clause 4.4); or
- (d) we are otherwise permitted to do so under the Electricity Law, including for excluded services charges.

The amount of any additional charge will be reasonable having regard to the related costs we incur.

4.9 Review of bill

If you disagree with an amount stated in a bill, we will review the bill at your request. During the review, you agree to pay us the lower of:

- (a) any portion of the bill which you agree with us is not in dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

4.10 Outcome of disputes

If the bill is correct, you agree to pay us the unpaid amount or request a meter test. If the meter

test shows that your meter complies with applicable laws and codes, you agree to pay the costs of the tests and the unpaid amount.

If your bill is incorrect we will adjust your bill in accordance with the Retail Code.

4.11 Adjustments

If we fail to charge, undercharge or overcharge you, we may recover from you or pay to you the relevant amount in accordance with the Retail Code.

4.12 Financial hardship

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the "pay by date", you must notify us; or
- (b) we believe that you may not be able to pay a bill by the "pay by" date,

then we will offer you a range of options (including instalment plans) to assist you to pay us (see the Retail Code).

4.13 Shortened collection cycle

We may shorten your collection cycle in accordance with the Retail Code.

4.14 Instalment plans

If you and we agree to an instalment plan for payment to us, you may not use Internet Billing.

5 Disconnection or reduction of supply and reconnection
5.1 Disconnection, interruption, discontinuation or reduction.

If you so request, or we are permitted to do so under the Electricity Law, we may disconnect, interrupt, discontinue or reduce the supply of electricity to you at the Premises.

5.2 Reconnection

If we have disconnected your supply as a result of:

- (a) non-payment of a bill, and within 10 days of disconnection you pay the bill or agree to a payment arrangement; or
- (b) access to your meter being denied, and within 10 days of disconnection you provide such access; or
- (c) your obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 business days of disconnection that supply ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- (d) your refusing to provide a Refundable Advance, and within 10 days of disconnection you provide it,

then at your request, but subject to other applicable laws and codes and your payment of a reconnection charge, we will connect your supply within the time specified in the Retail Code.

6 Refundable Advances
6.1 Domestic Customers

If you are a Domestic Customer we may require you to pay a Refundable Advance if:

- (a) you owe an electricity supplier an Outstanding Amount (having regard to any relevant Electricity Guideline); or
- (b) within the previous two years you have used electricity otherwise than in accordance with applicable laws and Codes; or
- (c) we consider that you have an unsatisfactory credit rating (having regard to any relevant Electricity Guideline);
- (d) if you are a new customer, you have refused to provide us with acceptable identification; or
- (e) we have offered you an instalment plan and you have not accepted that offer.

6.2 Business Customers

If you are a Business Customer we may require you to pay a Refundable Advance if:

- (a) we consider that you do not have a satisfactory credit rating as reasonably determined by us, having regard to any relevant Electricity Guideline; or
- (b) you do not have a satisfactory electricity account payment record as reasonably determined by us.

You may provide us with a bank guarantee as an alternative to a Refundable Advance.

6.3 Amount

The amount of a Refundable Advance will be:

- (a) if you are a Domestic Customer and we have historical billing data for your consumption at the Premises over the last four quarters ended before the Refundable Advance is required, no more than 37.5% of the amount billed to you over those four quarters; or
- (b) if you are a Domestic Customer but paragraph (a) does not apply, no more than 37.5% of the average amount which we billed Domestic Customers over those four quarters; or
- (c) if you are a Business Customer, an amount we reasonably determine.

6.4 Interest

We will pay you interest on the amount of your Refundable Advance in accordance with the Retail Code.

6.5 Use of Refundable Advance

We will only use and will repay your Refundable Advance in accordance with the Retail Code.

6.6 Credit assessment

You authorise us to conduct a credit assessment on you and agree to pay us a Refundable Advance if, having regard to any relevant Electricity Guideline, we are not satisfied with the outcome of that assessment.

6.7 New connections

If we arrange with you to physically connect you to the network, we may require you to pay a connection charge to us up front or bill you separately for this amount.

7 Customer information**7.1 Confidentiality**

We agree that we will keep details of your name, address and account history confidential and will not disclose these details other than for purposes necessary to meet our obligations to you or in accordance with any relevant Code or Electricity Guideline.

7.2 Changes

You agree that if you change any of your details which are known to us, you will tell us.

7.3 Other services

If we are not prevented from doing so by any relevant Code or Electricity Guideline, or licence requirement, you give your explicit informed consent (as defined in the Retail Code) to us using your details to advise you of the availability of other services which we, or companies related to us, can provide, until you inform us that you no longer wish to receive such information or material from us.

8 Dispute resolution

If you wish to raise a complaint or a dispute with us concerning our performance, we encourage you to contact us to discuss and attempt to resolve the complaint or dispute.

If you are not satisfied with our response, you may refer the complaint to the Electricity Industry Ombudsman of Victoria.

PART 2: OBLIGATIONS IN RESPECT OF ELECTRICITY DISTRIBUTION

9 Access

You will allow us (and for the purposes of this clause, "us" includes our agents and your Distributor, unless you have or intend to have a connection contract with your Distributor) and our equipment safe, convenient and unhindered access to the Premises:

- (a) to read your meter;
- (b) to connect, disconnect or reconnect your supply;
- (c) to inspect or test any electrical equipment on the Premises;
- (d) to undertake repairs, testing or maintenance of the distribution system; and
- (e) to clear vegetation from electric lines on the Premises.

10 Other obligations you must comply with

You agree to:

- (a) comply with the provisions of the Distribution Code which impose obligations on you and to allow your Distributor to enforce its rights under this Code;
- (b) comply with the Electricity Law;
- (c) ensure that:
 - (i) the distribution network; or
 - (ii) the quality of our supply to other customers,
 is not adversely affected by your actions or equipment;

- (d) co-operate with your Distributor if the Distributor seeks to enforce the terms pursuant to which it provides connection services to you;
- (e) allow us to provide your Distributor with these standard terms and conditions, and, subject to the Retail Code and any relevant Electricity Guideline, your details; and
- (f) do or refrain from doing any other act reasonably required by your Distributor or us to accommodate a change in the Electricity Law from time to time.

PART 3: GENERAL

11 Interpretation

11.1 Definitions

In this document:

Business Customer means a customer who is not a Domestic Customer.

Distribution Code means the Code of that name approved by the ORG.

Distributor means the holder of the distribution licence in respect of the network to which your Premises are connected.

Domestic Customer means a customer who purchases electricity principally for personal, domestic or household use.

Electricity Guideline is defined in the Retail Code.

Electricity Law means all relevant legislation, statutes, regulations, codes, guidelines, orders in council, licences, proclamations, tariffs, directions or standards applicable

to participants in the Victorian region of the National Electricity Market and includes the Retail Code, the Distribution Code, the *Electricity Industry Act 1993*, the *Electricity Safety Act 1998* and the National Electricity Law.

Internet Billing is defined in clause 4.1.

ORG means the Office of the Regulator-General or its successor.

Outstanding Amount means an amount owing in respect of a previous supply address or a former electricity supplier, which exceeds the amount nominated by the ORG in any relevant Electricity Guideline.

POSTbillpay means the online bill presentation and payment service operated by Australia Post.

Premises means the premises specified in your contract with us or, if no such premises are specified, the premises where you take supply from us under these terms and conditions.

Refundable Advance means an amount of money or other arrangement acceptable to us which you pay us as a safeguard against you failing to pay a bill.

Retail Code means the Electricity Retail Code approved by the ORG.

11.2 General

In this document unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments

under it and consolidations, amendments, re-enactments or replacements of any of them;

- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

12 Access to information

12.1 Retail Code

If you so request, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. In any event, we will inform you of any changes to the Retail Code which affect you.

12.2 Customer Charter

We will provide you with a free copy of our customer charter as soon as practicable after your contract starts, and following that, upon your request.

12.3 Historical billing data

You may request your historical billing information for any period from us and we will provide you with all such information which we then retain for that period, and we may charge you an additional amount if:

- (a) this is not your first request within a year; or
- (b) the period extends beyond the previous two years.

12.4 Internet access

Copies of all Codes and other documents referred to in these standard terms and conditions are available on our website.
www.powercor.com.au.

12.5 Available tariffs and variations

If you so request, we will provide you with reasonable information on the tariffs we offer you in accordance with the Retail Code.

If we vary any tariff which affects you, we will notify you in accordance with the Retail Code.

12.6 Concessions

We will provide you with information on all concessions if you so request.

12.7 Energy efficiency advice

We will provide you with energy efficiency advice if you so request.

13 Miscellaneous**13.1 Variation**

We may vary your contract:

- (a) under section 169D of the *Electricity Industry Act 1993*; or
- (b) with the prior approval of the ORG by notice to you.

13.2 Quality of supply

The quality, frequency and continuity of supply of electricity is subject to a variety of factors which include accidents, weather and acts of others. Accordingly, the nature of electricity is such that we cannot guarantee to you:

- (a) the quality or frequency of the electricity we supply;
or

- (b) the continuity of supply of electricity to you.

13.3 Preservation of legislative provisions

These standard terms and conditions do not vary or exclude the operation of sub-section 78(1) of the *National Electricity Law* or sub-sections 27(2) or (3) of the *Electricity Industry Act 1993*.

Schedule 2 - Internet billing (clause 4.1)

If you have elected to use Internet Billing, the standard terms and conditions will be amended in accordance with this schedule until you cease to use Internet Billing.

1. *New clauses 4.1A, 4.1B and 4.1C are inserted as follows:*

4.1A Cessation of Internet Billing

You may notify Australia Post through POSTbillpay, if you no longer wish to use Internet Billing. If you do so, we will deliver your future bills by ordinary post.

4.1B Online bills

If you choose not to receive notifications of your bills by e-mail, you will access your bills directly through POSTbillpay.

4.1C Instalment Plan

If you have elected to use Internet Billing and you wish to enter into an instalment plan with us, then you must first notify Australia Post under clause 4.1A that you no longer wish to use Internet Billing. You may then contact us to negotiate an instalment plan.

2. *Clause 4.7 is deleted and replaced with:*

4.7 Payment Methods

You may pay your bills:

- (a) online over the internet;

4.15 Failure to pay an online bill

If you fail to pay an online bill by the "pay by date" specified in that bill, we will issue any further notices (such as reminder or disconnection notices) to you by ordinary mail.

**Dated 31 October 2000
Wan Chi Tin
Chief Executive Officer
Powercor Australia Ltd.**

Schedule 2 - Internet billing (clause 4.1)

If you have elected to use Internet Billing, the standard terms and conditions will be amended in accordance with this schedule until you cease to use Internet Billing.

1. *New clauses 4.1A, 4.1B and 4.1C are inserted as follows:*

4.1A Cessation of Internet Billing

You may notify Australia Post through POSTbillpay, if you no longer wish to use Internet Billing. If you do so, we will deliver your future bills by ordinary post.

4.1B Online bills

If you choose not to receive notifications of your bills by e-mail, you will access your bills directly through POSTbillpay.

4.1C Instalment Plan

If you have elected to use Internet Billing and you wish to enter into an instalment plan with us, then you must first notify Australia Post under clause 4.1A that you no longer wish to use Internet Billing. You may then contact us to negotiate an instalment plan.

2. *Clause 4.7 is deleted and replaced with:*

4.7 Payment Methods

You may pay your bills:

- (a) online over the internet;
- (b) by telephone;
- (c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments).

3. *A new clause 4.15 is inserted as follows:*

4.15 Failure to pay an online bill

If you fail to pay an online bill by the "pay by date" specified in that bill, we will issue any further notices (such as reminder or disconnection notices) to you by ordinary mail.

**Dated 31 October 2000
Wan Chi Tin
Chief Executive Officer
Powercor Australia Ltd.**

Electricity Industry Act 1993

Price List – current as at 1 January 2001

AGL RETAIL TARIFFS FROM 1 JANUARY 2001 (GST INCLUSIVE)

Tariffs from 1/1/01

1.	RESIDENTIAL	
1.1	Winner Tariff GH/GL	
	Energy Prices:	
	Peak Periods (7AM to 11PM, Monday to Friday)	
	All Consumption	18.74 c/kWh
	Off Peak Periods (All Other Times)	
	All Consumption	4.26 c/kWh
1.2	Residential Tariffs GD and GR	
	First 1020 kWh/Quarter	12.84 c/kWh
	Balance	13.54 c/kWh
1.3	Off-Peak Load Managed Storage Water Heating Tariff Y6/YT	
	All Consumption	4.26 c/kWh
	Supply under Tariff Y6/YT is available for 6 hours nightly for permanently wired storage heaters of approved types meeting load management requirements	
1.4	Off-Peak Storage Water Heating Tariff Y8	
	(Available only to installations currently taking supply under this tariff)	
	All Consumption	5.08 c/kWh
	Supply under Tariff Y8 is available for 8 hours nightly for permanently wired water storage heaters of approved types	
1.6	Off-Peak Storage Space Heating Tariff J6/JT	
	All Consumption	4.26 c/kWh
	Supply under Tariff J6/JT is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6/YT	
1.7	Off-Peak Storage Space Heating Tariff J8	
	All Consumption	5.08 c/kWh
	Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y8	
1.8	Off-Peak Storage Space Heating Tariff J	
	All Consumption	5.08 c/kWh
	Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage heaters of approved types where supply is not taken in conjunction with a storage water heating tariff	
1.9	Service to Property Charge	
	On each account rendered	36.73 \$ per quarter

2.0 GENERAL PURPOSE LOW VOLTAGE**2.1 (a) General Purpose Tariff E**

First 7000 kWh/month	16.99 c/kWh
Balance	13.46 c/kWh
Service to Property Charge on each account rendered	13.76 \$ per month

2.1 (b) General Purpose Tariff E1

(Available only to installations currently taking supply under this tariff)

Energy Prices

7 AM to 11 PM

First 5500 kWh per month

19.83 c/kWh

Balance 13.38 c/kWh

11 PM to 7 AM

All Consumption

4.52 c/kWh

Service to Property Charge on each account rendered

13.76 \$ per month

2.2 Commercial Residential Tariff G

(Available only to installations currently taking supply under this tariff)

First 5000 kWh/month

18.15 c/kWh

Balance

14.49 c/kWh

Service to Property Charge on each account rendered

13.76 \$ per month

2.3 Metered Demand Tariff V

(Available only to installations currently taking supply under this tariff)

Energy Price

5.82 c/kWh

Demand Price
kW/month

20.28 \$ per

The minimum chargeable demand is the higher of 100kW or 60% of agreed demand

2.4 Contract Demand Time-of-Use Tariff L

Energy Prices:

Peak Periods (7AM to 11PM, Monday to Friday)

All Consumption

12.19 c/kWh

Off Peak Periods (All Other Times)

All Consumption

2.63 c/kWh

Demand Price
kW/month

4.04 \$ per

Minimum Chargeable Demand 250kW

Service to Property Charge on each account rendered

379.43 \$ per month

2.5 General Purpose Time-of-Use Tariff D

Energy Prices:

Peak Periods (7AM to 11PM, Monday to Friday)

All Consumption

17.54 c/kWh

Off Peak Periods (All Other Times)

All Consumption

3.70 c/kWh

Service to Property Charge on each account rendered

13.76 \$ per month

2.6 Resale Price

Price for reselling (applicable to premises such as caravan parks where the proprietor is authorised under the Electric Light and Power Act to charge customers for electricity actually used)

Maximum resale price where token or prepayment meters are installed : all energy

13.54 c/kWh

Resale price where kilowatt hour (kWh) meters are installed : as per Tariff GD/GR

3.0 COMMUNITY SERVICES**3.1 Community Service Tariff N**

All Consumption

15.59 c/kWh

Service to Property Charge on each account rendered

15.80 \$ per month

3.2 Tariff N1

(Available only to installations currently taking supply under this tariff)

Energy Prices:

7 AM to 11 PM - All Consumption

15.59 c/kWh

11 PM to 7 AM - All Consumption

5.18 c/kWh

Service to Property Charge on each account rendered

15.80 \$ per month

4.0 FARM**4.1 Farm Tariff B**

Energy Prices:

First 690 kWh/quarter

21.48 c/kWh

Next 14310 kWh/quarter

19.84 c/kWh

Next 72000 kWh/quarter

16.60 c/kWh

Balance

15.38 c/kWh

Service to Property Charge on each account rendered

47.39 \$ per quarter

4.2 Tariff B1

(Available only to installations currently taking supply under this tariff)

Energy Prices:

7 AM to 11 PM

First 690 kWh/quarter

21.48 c/kWh

Next 14310 kWh/quarter

19.84 c/kWh

Next 72000 kWh/quarter

16.60 c/kWh

Balance

15.38 c/kWh

11 PM to 7 AM - All Consumption

5.19 c/kWh

Service to Property Charge on each account rendered

47.39 \$ per quarter

5.0 GENERAL PURPOSE HIGH VOLTAGE**5.1 General Purpose Tariff E5**

(Available only to installations currently taking supply under this tariff)

Energy Prices

7 AM to 11 PM

First 5500 kWh per month

25.31 c/kWh

	Balance	16.50 c/kWh
	11 PM to 7 AM	
	All Consumption	5.30 c/kWh
	Service to Property Charge on each account rendered	18.00 \$ per month
5.2	Contract Demand Time of Use Tariff H	
	Energy Prices:	
	Peak Periods (7AM to 11PM, Monday to Friday)	7.73 c/kWh
	Off Peak Periods (All Other Times)	1.94 c/kWh
	Demand Price	5.60 \$/kW/month
	Minimum Chargeable Demand	40000 kW
6.0	PUBLIC LIGHTING	
	See next section.	
7.0	MISCELLANEOUS CHARGES	
		Tariffs from 1/1/01
7.1	Traffic Control Signals	
	Service to Property Charge for each metered installation	16.60 \$ per month
	if installation is not metered	11.61 \$ per month
	plus energy charge	9.25 c/kWh
7.2	Security Lighting	
	Domestic and Commercial "Light Sentry" 2x20W fluorescent or 50W mercury lamp (retained for existing installations only)	38.74 \$ per quarter
7.3	Commercial, Industrial and Farm "Watchman Light"	
	Initial charge per lamp (\$)	204.61
	plus the following charges per lamp:	
	TYPE AND RATING OF LAMP	CHARGE (\$)
	MC Mercury 125W	11.82 \$ per month
	MD Mercury 250W	20.38 \$ per month
	ME Mercury 400W	28.67 \$ per month
	SF Sodium 150W	20.23 \$ per month
	SG Sodium 250W	24.33 \$ per month
	SH Sodium 400W	29.90 \$ per month
	MB Sodium 50W	38.72 \$ per month
7.4	Telecom Telephone Cabinets	
	PC 1 x 20W fluorescent energy used by STD telephone (24 hour operation). Provision of unmetered energy only per cabinet per year	40.51 \$/pa
7.5	UNMETERED SUPPLIES	CHARGE (\$)
	ID Identilite/sign/month	67.88 \$/month
	CM Telecom Remote Customer Multiplexer/month	38.78 \$/month
	Metrolite Bus Shelters	
	S1 S1 Full advertising per month	30.37 \$/month
	S2 S2 Limited advertising per month	22.06 \$/month
	S3 S3 Vandal-proof no advertising per month	19.02 \$/month
7.6	OTHER UNMETERED SUPPLIES	CHARGE (\$)
	CP Cathodic Protection Charge per quarter	58.11 \$/quarter
	FM Flow Monitor Charge per quarter	58.11 \$/quarter
	NM Noise Monitoring Station Charge per quarter	58.11 \$/quarter

SS	Sprinkler System Charge per quarter	58.11 \$/quarter
TC	Traffic Counting Station Charge per quarter	58.11 \$/quarter
TS	Telemetry Station	58.11 \$/quarter
TD	Ticket Dispensing Station Charge per quarter	58.11 \$/quarter
TV	Cable TV per month plus energy charge	10.11 \$/month 10.93 c/kWh
7.7	OTHER PUBLIC LIGHTS ***	CHARGE (\$)
F2	40W fluorescent	25.57 per quarter
F8	1x18W fluorescent	25.09 per quarter
IA	100W incandescent	68.34 per quarter
IC	150W incandescent	83.47 per quarter
IS	34W Illuminated	102.16 per quarter
I1	1500W incandescent	306.47 per quarter
I7	750W incandescent	153.25 per quarter
MG	250W Mercury -one third share	24.35 per quarter
MJ	400W Mercury -one third share	29.14 per quarter
MT	250W Mercury two third share	48.69 per quarter
M1	125W Mercury	29.67 per quarter
M2	250W Mercury	73.04 per quarter
M4	400W Mercury	87.37 per quarter
M5	50W Mercury	24.45 per quarter
M8	80W Mercury	22.61 per quarter
NW	700W Mercury including pole one third share	52.79 per quarter
PP	70W Sodium high pressure	47.28 per quarter
R1	Microcell Station (2301)	65.93 per quarter
R2	Microcell Station (2101)	274.05 per quarter
R3	Microcell Station (2302)	1038.70 per quarter
SB	180W Sodium low pressure	76.91 per quarter
SX	150W Sodium high pressure one third share	14.12 per quarter
SJ	250W Sodium high pressure one third share	16.92 per quarter
SK	250W Sodium HP Wlight one third share	24.33 per quarter
SL	400W Sodium high pressure one third share	26.15 per quarter
SU	150W Sodium two third share	28.25 per quarter
S3	100W Sodium High Pressure	27.65 per quarter
S4	400W Sodium high pressure	78.46 per quarter
S5	250W Sodium high pressure	50.74 per quarter
S6	150W Sodium high pressure	42.36 per quarter
S9	90W Sodium low pressure	59.12 per quarter
TA	Telephone Cabinet Advertising	60.04 per quarter
VA	400W Mercury two thirds share	58.24 per quarter
VH	250W Sodium high pressure two thirds share	31.03 per quarter
VJ	400W Sodium high pressure two thirds share	52.31 per quarter

*** These prices include operations and maintenance costs, but as these are to be reviewed by the Office of the Regulator General (ORG) as an excluded service, the tariffs will be adjusted to remove these components when the ORG has made a final determination.

Electricity Industry Act 1993
AGL ELECTRICITY LIMITED
ABN 82 064 651 083

Section 169A - Approved Terms and Conditions

IMPORTANT NOTE

As part of the continuing deregulation of the Victorian electricity industry, AGL Electricity Limited ('AGL') publishes the following tariffs and associated terms and conditions for the sale and supply of electricity to small business customers and domestic customers situated within AGL's distribution area as from 1 January 2001.

All small business customers and domestic customers who purchased electricity from AGL as at 31 December 2000, will automatically be covered by these tariffs and terms and conditions. New small business customers and domestic customers within AGL's distribution area will be offered the same type of agreement.

These terms and conditions have been approved by the Office of the Regulator General, Victoria and are otherwise consistent with the minimum retail standards required under the new electricity retail code.

1. THE PARTIES TO THIS CONTRACT

This *contract* is between:

AGL Electricity Limited (ABN 82 064 651 083) of Level 2, 333 Collins Street, Melbourne (in this *contract* referred to as 'we', 'our' or 'us'); and

You, the *customer* who is expressed to be a party to this *contract* under clause 2 (in this *contract* referred to as 'you' or 'your').

2. ARE YOU A PARTY TO THIS CONTRACT?

You are a party to this *contract* if:

- (a) you are a *domestic customer* or a *small business customer* and you accept our *standing offer* to purchase electricity from us for your *supply address*; or
- (b) you are a *current customer* and you are deemed under Section 169C of the Act to have an agreement with us for the sale and *supply* of electricity to you at your *supply address* in accordance with these terms and conditions and our *standard tariffs*.

3. WHAT IS THE TERM OF THIS CONTRACT?

3.1 When does this *contract* start?

This *contract* will start:

- (a) where clause 2(a) applies, on the day that you accept our *standing offer*.
- (b) where clause 2(b) applies, on 1 January 2001.

3.2 When does this *contract* end?

This *contract* will end:

- (a) on the day being 28 days (or such lesser period as is allowed by the *electricity retail code* or any other *Electricity Law*) after you notify us that you wish to stop purchasing electricity from us for your *supply address* or otherwise bring this *contract* to an end; or
- (b) when we enter into a different agreement with you for the sale or supply of electricity to you at your *supply address*; or
- (c) when under clause 15 you cease to be responsible to pay for electricity supplied to your previous *supply address*; or
- (d) if you are in breach of this *contract* and we choose to terminate this *contract* after complying with the disconnection and other procedures set out in clause 13.

The ending of this *contract* does not affect any rights or obligations which have accrued under this *contract* prior to that time.

4. SCOPE OF THIS CONTRACT

4.1 What is covered by this *contract*?

Under this *contract* we agree to sell (and arrange for your *distributor* to *supply*) electricity to you at your *supply address* and to perform our other obligations under this *contract*.

In return, you are required to pay our charges from time to time and perform your other obligations under this *contract*.

4.2 We will arrange for your *distributor* to supply electricity to your *supply address*

In our capacity as your *retailer*, we are not in a position to directly:

- (a) *connect, disconnect* or reconnect your *supply address* to the *distribution system* or provide you with other *excluded services*; or
- (b) control the operation of the *distribution system* or the *supply* of electricity to your *supply address* via the *distribution system*.

In our capacity as your *retailer*, we will use our *best endeavours* to arrange for:

- (c) the *supply* of electricity by your *distributor* to your *supply address* via the *distribution system*; and
- (d) the provision of *excluded services* (such as connection, disconnection or reconnection) in relation to your *supply address*.

5. NEW CUSTOMERS

This clause 5 only applies if you do not currently purchase electricity for your *supply address* from us. As a result this clause 5 does not apply to current customers.

If you wish to accept our *standard offer* but your *supply address* is not already connected to the *distribution system*, we are under no obligation to commence to *supply* and sell electricity to you until your *supply address* is connected to the *distribution system* and any pre-conditions we notified to you at that time have been satisfied.

If your *supply address* is already connected to the *distribution system* but you have not previously purchased electricity from us, we may still require you to satisfy some pre-conditions.

In both cases these pre-conditions could include the provision by you of *acceptable identification*, the payment of any applicable charges for *excluded services*, the installation of new metering equipment or the completion of any required *transfer* process.

We will use our *best endeavours* to arrange for the connection of your *supply address* within the time periods required under the *electricity retail code*.

6. PRICE FOR ELECTRICITY AND OTHER SERVICES

6.1 What are our *standard tariffs* and charges?

Our *standard tariffs* (and other charges which might apply to you) as at 1 January 2001 are described and listed in the price list attached to these terms and conditions.

If our *standard tariffs* or other charges are varied in accordance with clause 6.3 after 1 January 2001 we will publish a new price list. If you ask us, we will provide you with a copy of our price list applying at that time.

6.2 Which tariff applies to you?

Our price list describes each category of *standard tariff* and explains the conditions that need to be satisfied for each category.

If you are a *current customer* we will assign you to the category of *standard tariff* which most closely resembles the category of tariff applying to you immediately prior to 1 January 2001.

If you are a new *customer* you can nominate which category of *standard tariff* you want to apply to you. As long as we are satisfied that you meet the necessary conditions for that category, we will assign you to that category of *standard tariff*.

If you do not nominate a category of **standard tariff**, we may in our discretion assign you to a category of **standard tariff**.

If at any time you can demonstrate to us that you satisfy the conditions applying to another category of **standard tariff**, you may apply to transfer to that alternative category of **standard tariff**.

Where you transfer from one category of **standard tariff** to another, the effective date of the transfer (for billing and other purposes) will be:

- (a) the date on which the last meter reading was taken; or
- (b) where that transfer requires a change to the meter for your **supply address**, the date that change is completed.

6.3 Changes to the categories and/or rates of our **standard tariffs**

We can vary the categories or rates of our **standard tariffs** at any time in the manner permitted by the **Electricity Law**. We will notify you of any changes to our **standard tariff** applying to you as soon as practicable after notice of that variation is published in the *Government Gazette* and, in any event, with your next bill.

6.4 Change in circumstances

In some cases, the continued application of a category of **standard tariff** to you or your **supply address** will depend on whether you continue to satisfy the conditions applying to that category (for example where the nature of your usage of electricity at your **supply address** changes). If this is the case:

- (a) you must inform us of any change which may impact upon your ability to satisfy any of the conditions applying to your current category of **standard tariff**; and
- (b) we may require you to transfer to another category of **standard tariff** as a result of that change.

If you fail to inform us of such a change, we may transfer you to another category of **standard tariff** when we become aware of that change (and recover from you any amount undercharged by us as a result up to the limit set out in the **electricity retail code**).

6.5 Calculation of charges following change in tariff

If your **standard tariff** changes during a **billing cycle** (such as where you change to an alternative category of **standard tariff** or where the rate of your current category of **standard tariff** changes) we will calculate the amount payable by you for electricity supplied during that **billing cycle** on a pro rata basis by using:

- (a) the previous category or rate up to and including the date of the change; and
- (b) the new category or rate from that date to the end of the relevant **billing cycle**.

6.6 GST

All amounts specified in our price list are inclusive of **GST**.

However, outside of the amounts specified in our price list there may be other amounts payable or consideration provided by you or us under this **contract** which:

- (a) are consideration for 'taxable supplies' for the purposes of the **GST Law**; and
- (b) do not include GST.

Any other amounts payable (or consideration) of this type will be increased by the amount of the **GST** payable in relation to that taxable supply.

All **GST** payable by a party must be paid at the same time as the payment to which it relates is payable or where there is no payment, as reasonably requested by the party required to remit that **GST**.

6.7 We will pass through the amount charged by your distributor for excluded services

Your *distributor* sets the prices payable for *excluded services* provided by it to us in respect of your *supply address*. Your *distributor's* charges for *excluded services* provided in respect of your *supply address* will be shown as a separate item in your bill.

7. BILLING**7.1 When bills are sent**

We will send a bill to you at your *supply address* at least once every three months. Unless one of the following paragraphs apply, this will be your *billing cycle*.

You can request and *consent* to a *billing cycle* which is less than 3 months. We may impose an *additional retail charge* for agreeing to a different *billing cycle*.

If you are a *current customer* the *billing cycle* applying to you immediately before 1 January 2001 will stay the same for as long as your deemed *contract* with us continues.

7.2 Contents of a bill

The bill will be in a form and contain at least that information required:

- (a) by the *electricity retail code*; and
- (b) to allow you to easily verify that the bill conforms with the requirements of this *contract*.

7.3 Calculating the bill

At the end of each *billing cycle* we will calculate:

- (a) the amount payable by you for electricity supplied and sold to you at your *supply address* during that *billing cycle*;
- (b) the amount payable for any other services (such as *excluded services*) supplied to you under this *contract* during that *billing cycle*; and
- (c) the amount of any *additional retail charges* in respect of that *billing cycle*.

If you would like further information concerning a bill (such as information concerning the different charges which make up the amount payable) or a copy of all or part of your historical billing data for the last 2 years please contact us.

We can impose an *additional retail charge* for providing historical billing data if:

- (d) you ask for billing data which is more than 2 years old; or
- (e) you make more than one request per year; or
- (f) we are no longer your *retailer* at the time of your request.

If a bill covers a period other than your normal *billing cycle* we will charge you in proportion to that period and show the related details on your bill.

7.4 Calculating your electricity usage

Unless you *consent* to a different arrangement, we will base your bill on our reading of the meter at your *supply address*.

We will arrange for that meter to be read as often as is necessary to enable us to bill you in accordance with this clause 7, but in any event at least once every 12 months.

However, where we are unable to reasonably or reliably base a bill on a reading of your meter we can base that bill on our estimate of how much electricity was supplied and sold to you at your *supply address* during that *billing cycle*.

We may base our estimate on:

- (a) your reading of the meter (if we have requested you to read the meter);
- (b) your historical billing data ; or
- (c) where we do not have any historical billing data for you, the average consumption of electricity by our *customers* on your category of *standard tariff* calculated over the same period as is covered by your estimated bill.

When your meter is subsequently read or we otherwise obtain a reliable meter reading, any estimated bill that we have sent to you will be adjusted to take account of the difference between the estimated and actual amount of electricity used (as determined by that meter reading).

If your meter cannot be read because access in accordance with clause 17 is denied by you, and you subsequently ask us to replace an estimated bill with a bill based on our reading of your meter, we will use our reasonable endeavours to arrange for your meter to be read. We may charge you an **additional retail charge** for reading your meter in these circumstances.

7.5 Separate goods or services

If we agree to provide you with goods or services in addition to selling electricity to you at your **supply address**, we may include our charges for those goods or services in your bill for electricity as long as:

- (a) we show that charge as a separate item in your bill (together with a description of those goods or services); and
- (b) we apply any payment from you in the manner you direct or if you give us no direction, in a manner that is consistent with the **electricity retail code**.

8. PAYING YOUR BILL

8.1 Amount and time for payment

You must pay to us the amount shown on each bill on or before the "pay by" date specified in that bill (which date will be not less than 12 **business days** after the date of dispatch).

Subject to clause 9, you must pay each bill free of any deduction.

8.2 How to pay

You can pay our bill:

- (a) in person at one of our payment agencies or outlets;
- (b) by mail;
- (c) by direct debit (where you have first agreed to the amount and frequency of the direct debits); or
- (d) using any of the other payment methods listed on the bill.

If you ask us, we will also accept payments from you in advance of your bill.

If any payment you make is dishonoured or reversed through your fault and we incur a fee as a result, you must reimburse us for that fee and pay our **additional retail charge** for dishonoured or reversed payments.

8.3 Difficulties in paying

If you anticipate that you may have difficulties in paying your bill by the 'pay by date', you must contact us as soon as possible to discuss alternative payment arrangements.

If you are a **domestic customer** and you are experiencing repeated difficulties in paying our bills, we will make an assessment of your capacity to pay our bills and offer you an instalment plan which will:

- (a) allow you to either make payments in advance towards your next bill or pay any amount in arrears plus our charges for your ongoing consumption; and
- (b) otherwise comply with the requirements of the **electricity retail code**.

If you are a **small business customer** we will consider any reasonable request from you for an instalment plan. If we agree to enter into an instalment plan with a **small business customer** we can impose an **additional retail charge**.

9. REVIEWING YOUR BILL

If you disagree with the amount you have been charged, you can ask us to review your bill.

If your bill is being reviewed, you are still required to pay the lower of:

- (a) the portion of the bill under review which you do not dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

You must also pay any other bills we issue to you in the manner required under clause 8.

If, after conducting a review, we are satisfied that the bill is correct, you may ask us to arrange for a meter test to be conducted. If your meter is tested and found to be accurate in accordance with the requirements of the *Electricity Law*, you must pay the cost of that test and any amount of that bill which remains unpaid.

If after conducting a review we find that the bill is incorrect, we will send you a corrected bill. Subject to clause 10, you must pay us any amount which remains unpaid in relation to that corrected bill.

10. OVERCHARGING AND UNDERCHARGING

10.1 Undercharging

If we have undercharged or failed to charge you for any reason, we can recover the amount undercharged from you subject to the following limits:

- (a) Unless the *electricity retail code* otherwise permits (such as in the case of fraud) we can only recover the amount undercharged during the 12 months prior to your last bill;
- (b) We can either issue a special bill to you setting out the amount undercharged, or include the amount undercharged in your next bill;
- (c) In either case, we will list the amount as a separate item in that bill and include an explanation of the amount charged. We will not charge you any interest on that amount; and
- (d) You may ask us to allow you to pay that amount over the same period of time as it took to accumulate that amount.

10.2 Overcharging

Where you have been overcharged:

- (a) we will inform you of the amount overcharged within 10 *business days* of our becoming aware of the overcharge; and
- (b) if you have already paid the amount overcharged:
 - (i) we will seek your instructions as to whether you would prefer that amount to be refunded by way of a credit in respect of a future bill, a direct payment to you or a payment to another person; and
 - (ii) we will refund the amount overcharged in accordance with your instructions.

We will not be obliged to pay interest on the amount overcharged.

11. SHORTENED COLLECTION CYCLE

If you repeatedly fail to pay amounts due to us by the due date for payment, we may place you on a shortened collection cycle as long as we have first complied with the requirements of the *electricity retail code*. We will notify you within 10 *business days* of our placing you on a shortened collection cycle

12. REFUNDABLE ADVANCES

12.1 We can require you to provide us with a refundable advance

We can require you to provide us with a *refundable advance* in certain circumstances. Those circumstances and the maximum amount of the *refundable advance* we can require you to provide, are detailed in the *electricity retail code*.

12.2 Interest on refundable advances

Where you have paid a *refundable advance*, we must pay you interest on the amount of that advance at the *bank bill rate* and in accordance with the terms and conditions required by the *electricity retail code*.

12.3 Use of refundable advances

We can only use your *refundable advance* (and any accrued interest) to offset any amount you owe to us:

- (a) if you fail to pay a bill and this results in the disconnection of your *supply address* and you no longer have a right under clause 14 to have your *supply address* reconnected;
- (b) when you vacate your *supply address*;
- (c) when you request us to arrange for the disconnection of your *supply address*; or
- (d) when you *transfer* to another *retailer*.

We will account to you for our use of your *refundable advance* (and any accrued interest), and pay to you any balance remaining as required by the *electricity retail code*.

12.4 Return of refundable advances

We will repay to you any *refundable advance* (and any accrued interest) at the time and in the manner required under the *electricity retail code*.

13. INTERRUPTIONS TO SUPPLY**13.1 Your distributor can interrupt or disconnect supply in certain circumstances**

You acknowledge that under the *Electricity Law*, your *distributor* may interrupt or reduce the *supply* of electricity to your *supply address* or disconnect your *supply address* for a number of reasons. These reasons include:

- (a) in order to carry out maintenance, repairs or any other alterations to the *distribution system*;
- (b) in order to *connect* other premises to the *distribution system*;
- (c) at the direction of a regulatory authority; and
- (d) in an *emergency*, for health and safety reasons or due to circumstances beyond the control of your *distributor*.

You must co-operate with your *distributor* in relation to the exercise by your *distributor* of any of its rights under the *Electricity Law* to interrupt, limit, disconnect or reconnect the *supply* of electricity to your *supply address*.

13.2 We can arrange for disconnection for failure to pay

We can request your *distributor* to disconnect *supply* to your *supply address* if:

- (a) you have failed to pay a bill by the relevant "pay by" date for that bill;
- (b) the provisions of the *electricity retail code* do not prevent us from doing so; and
- (c) we have complied with all other steps required by the *electricity retail code*. These steps include the provisions of a reminder notice and a disconnection warning in the form required by the *electricity retail code*. Full details are set out in the *electricity retail code*. If you would like a copy of the *electricity retail code* please contact us and we will send a copy to you free of charge.

13.3 We can arrange for disconnection in other circumstances

Unless the *electricity retail code* prevents us from doing so, we may arrange for the disconnection of *supply* of electricity to your *supply address*:

- (a) if you request us to;

- (b) if you deny us or our representative access to your **supply address** (in accordance with the requirements of clause 17) for the purposes of reading your meter in relation to 3 consecutive bills (but only if we have also complied with all applicable requirements of the **electricity retail code**);
- (c) where you refuse to pay a **refundable advance**, (but only if we have complied with all applicable requirements of the **electricity retail code** and you continue to refuse to provide a **refundable advance**); or
- (d) if you are otherwise in breach of this **contract** and you do not remedy that breach within 10 **business days** of receiving a notice from us to remedy that breach.

The disconnection of your **supply address** will not prevent or limit any other action that we may be entitled to take on account of your breach of this **contract**.

14. RECONNECTION AFTER DISCONNECTION

Where we have arranged for disconnection of **supply** to your **supply address** in accordance with clauses 13.2 or 13.3, and you rectify the circumstances which gave rise to that disconnection within 10 **business days** of disconnection occurring, you may ask us to arrange for the re-connection of supply to your **supply address**.

Following receipt of your request, and subject to you:

- (a) paying to us any charges applying in relation to the disconnection and reconnection; and
- (b) complying with any relevant requirements of the **Electricity Law**,

we will arrange for reconnection of your **supply** to your **supply address** in the manner and within the time periods agreed with you at that time or if no time period is agreed, within the time period required by the **electricity retail code**.

The time periods required by the **electricity retail code** are currently:

- (c) if you request us before 3pm on a **business day** to reconnect your **supply address**, we will reconnect your **supply address** that day; or
- (d) if you request us after 3pm on a **business day** to reconnect your **supply address**, we will reconnect your **supply address** before the end of next **business day**; or
- (e) if you request us before 9pm on a **business day** to reconnect your **supply address** and you pay any applicable after hours reconnection charge, we will reconnect your **supply address** that day.

15. VACATING A SUPPLY ADDRESS

You must give us at least 3 **business days** notice of the date on which you intend to vacate your **supply address**, together with a forwarding address for your final bill.

If you give us the required notice, you will only remain responsible for paying for electricity supplied to your **supply address** (and for fulfilling any other obligations under this **contract**) until the date specified in your notice.

If you do not give us the required notice, you will remain responsible for paying for electricity supplied to your **supply address** (and for fulfilling any other obligations under this **contract**) until:

- (a) you give us the required notice; or
- (b) another **customer** has an agreement to purchase electricity for that **supply address**, whichever happens first.

16. OUR LIABILITY

Subject to the following paragraph, our liability to you in contract, tort (including negligence) or otherwise will be limited in the manner permitted by the **electricity retail code** from time to time.

The above paragraph will apply in addition to (and will not vary or exclude the operation of) any exclusion from or limitation on liability we may be entitled to claim the benefit of under an **Electricity Law** (including Section 78(1) of the *National Electricity Law (Vic)* and Section 27 of the *Act*).

17. ACCESS TO SUPPLY ADDRESS

Subject to complying with any relevant requirements of the **Electricity Law**, you must allow us or our representative (and your **distributor** or its representative) safe, convenient and unhindered access to your **supply address** for the following purposes:

- (a) to read the meter;
- (b) to **connect**, disconnect or reconnect **supply**;
- (c) to inspect or test the electrical installation at your **supply address**;
- (d) to undertake repairs, testing or maintenance of the **distribution system**; and
- (e) to otherwise assist us and your distributor to comply with our obligations or your **distributor's** obligations (as the case may be) under this **contract** or the **Electricity Law**.

You must advise us immediately if you become aware of any potential safety hazard at your **supply address**. You must provide us or our representative with any necessary protection against that hazard.

18. WRONGFUL USE OF ELECTRICITY

18.1 You must not wrongfully use electricity we sell to you

You must not:

- (a) take electricity from the **distribution system** for your **supply address** in excess of the maximum capacity (if any) notified to you by your **distributor**; or
- (b) use electricity supplied to your **supply address** otherwise than in accordance with the **Electricity Law**; or
- (c) obtain a **supply** of electricity fraudulently or other than as permitted by the **Electricity Law**; or
- (d) use electricity (or operate any electrical installation at your **supply address**) in a manner which may interfere with the **distribution system** or cause damage to any third party.

18.2 What action can we take?

If you breach clause 18.1 we may take any one or more of the following actions:

- (a) estimate the amount of electricity which you have used but not paid for as a result of that breach;
- (b) calculate and recover from you the amount due to us for that electricity together with any costs incurred by us in investigating your breach, recovering that amount and repairing or replacing any equipment damaged as a result of your conduct; and/or
- (c) take action to disconnect **supply** to your **supply address** in accordance with clause 13.3.

19. INFORMATION WE NEED OR ARE REQUIRED TO PROVIDE

Under the **electricity retail code** you may request us to provide you with certain information or documents. In particular, you can ask for a copy of our **customer charter** which contains a summary of your rights and obligations and our rights and obligations under the **Electricity Law**. You can also request a copy of the **electricity retail code**.

In some circumstances we can ask you to pay an **additional retail charge** for providing this information or these documents. We will not however charge you for providing a copy of the **electricity retail code**.

We will also advise you of any significant change to the *electricity retail code* which may impact upon you as soon as reasonably practicable after that change occurs.

You must provide us with all information we (or your *distributor*) can request you to provide under the *Electricity Law* from time to time. In particular, you must inform us as soon as possible if there is any:

- (a) change in responsibility for payment of our bill;
- (b) change in your contact details; or
- (c) change affecting access to the meter for your *supply address*.

20. WHEN CAN THIS CONTRACT BE AMENDED?

We can amend this *contract* at any time by publishing a variation to our existing terms and conditions under Section 169A or Section 169D of the *Act* (whichever is applicable) in the government gazette. Any such variation must be approved by the *Office* before it is published and will:

- (a) operate to amend the corresponding terms and conditions of this *contract*; and
- (b) take effect on the commencement date for that variation specified in the notice published in the government gazette (which commencement date must be at least 2 months after the date of publication).

We may transfer or novate our rights and obligations under this *contract* to another *retailer* at any time by notice to you.

21. NOTICES

Unless the *electricity retail code* provides otherwise, all notices, consents, documents or other communications given by us to you must be in writing and delivered by hand, by fax, by mail or e-mail.

We may send notices to you at your *supply address* or, if different, the most recent address that we have for you. If a notice is sent by post, we may assume that you have received the notice on the second *business day* after it was sent. If a notice is sent by fax, we can assume that you received it at the time the transmission report records the notice was sent in its entirety to you. If a notice is sent by e-mail, we can assume that you received it at the time that it was sent by us.

22. PRIVACY AND CONFIDENTIALITY

We must comply with all applicable requirements of the *Electricity Law* in relation to the use and disclosure of your personal information.

23. QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the sale and *supply* of electricity, or this *contract* generally, you may contact us via the queries and complaints phone number on our bill.

Any complaint which you may make will be managed in accordance with the current Australian Standard on Complaints Handling and otherwise handled in accordance with the relevant requirements of the *electricity retail code*.

In particular, if you are dissatisfied with the response received from your first point of contact with us, you may ask to have your complaint reviewed at a higher level.

If the dispute is still not resolved, either party may refer the matter to the relevant Ombudsman for resolution.

24. COMPLIANCE WITH LAWS

You must comply at your own cost (for example by paying any required tree-pruning at your *supply address*) with the requirements of any *Electricity Law* which are expressed to apply to you or your *supply address* or otherwise relate to the sale or *supply* of electricity to your *supply address*.

We will also comply with the requirements of any *Electricity Law* which are expressed to apply to us. You must provide all reasonable assistance and co-operation when requested to enable us (and your *distributor*) to comply with the requirements of the *Electricity Law*. If a provision of this *contract* is inconsistent with a provision of an *Electricity Law*, then to the extent permitted by that *Electricity Law*, the provisions of this *contract* will prevail. Otherwise the provision of the Electricity Law will prevail to the extent of the inconsistency.

25. WE CAN RECOVER OUR COSTS OF ENFORCING THIS CONTRACT

If you fail to comply with any of your obligations under this *contract* and we take (or your *distributor* takes) any action to enforce your compliance with an obligation, you must pay to us our (and your *distributor's*) reasonable costs of taking that action. This clause 25 will not apply to the extent that the *electricity retail code* prohibits the recovery of these costs from you.

26. INTERPRETATION AND OTHER GENERAL RULES

- (a) Subject to paragraph (b), a provision of, or a right created under, this *contract* may be waived in writing signed by the relevant party.
- (b) A party may choose not to exercise some or all of its rights, powers or remedies under this *contract*, but doing so does not mean it has waived those rights, powers and remedies.
- (c) If any provision of this *contract* is or becomes void, invalid or unenforceable (for example because it is found to be inconsistent with the *electricity retail code*), that provision will be deemed to be eliminated or modified to the extent necessary to make that provision and the balance of this *contract* enforceable.
- (d) Clause 16 will survive the termination of this *contract*.
- (e) In this *contract* unless the contrary intention appears:
 - (i) a reference to this *contract*, an *Electricity Law* or another instrument (or to a clause, section or provision of this *contract*, an *Electricity Law* or another instrument) includes any amendment to them or any variation or replacement of them;
 - (ii) the singular includes the plural and vice versa, and a reference to one gender includes all genders;
 - (iii) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority, and includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
 - (iv) an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;
 - (v) any term which is defined in the *electricity retail code*, is printed like *this* and is not otherwise given a special meaning in clause 27 will have the same meaning when used in this *contract*;
 - (vi) mention of an example or use of the word 'includes' or 'including' will not limit the words that follow; and
 - (vii) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (f) Headings in this *contract* are for convenience and will not affect the interpretation of this *contract*.
- (g) This *contract* sets out our entire agreement with you (and replaces any previous arrangement we had with you) in relation to the sale and/or *supply* of electricity to you at your *supply address*.

27. **DICTIONARY**

Words appearing in bold type like **this** have the following meanings:

Act means the *Electricity Industry Act 1993* (Vic).

billing cycle means 3 months or such lesser period as may apply to you under clause 7.1.

consent means explicit informed consent as required under the *electricity retail code*.

contract means your contract with us for the sale and **supply** of electricity to your **supply address**, comprising this document and the category and rate of **standard tariff** applying to you as amended from time to time in accordance with clause 20.

current customer means a **customer** who was one of our *franchise customers* on 31 December 2000 and has not since that time changed **supply addresses** or entered into a new agreement with us or another **retailer** for the sale or **supply** of electricity to that **supply address**.

customer charter means the document prepared by us summarising your and our rights and obligations under the *Electricity Law*.

distributor means the person who is licensed to operate the **distribution system** to which your **supply address** is or is intended to be connected. You should note that the same legal entity may be both your **distributor** and **retailer**.

distribution system means in relation to a **distributor**, the system of electric lines and associated equipment (at nominal voltage levels of 66 kV or below) which that **distributor** is licensed to use to distribute electricity.

domestic customer and **small business customer** have the same meaning as in the *Act*.

Electricity Law means the *Act*, the regulations under the Act and each other law, statute, regulation, proclamation, Order in Council, tariff, licence condition, code, guideline or standard in force from time to time in Victoria which governs the sale and **supply** of electricity.

electricity retail code means the Code of that name issued by the Office.

emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages or threatens to destroy or damage any property.

excluded services means a service provided by your **distributor** in respect of your **supply address** (such as connection, disconnection, reconnection, special meter reads, service truck visits) which does not form part of the services required to be provided by your **distributor** in return for the payment of its regulated network tariff at that time.

GST has the same meaning as given to it in the *GST Law*.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999*.

standing offer means an offer by us to **supply** and sell electricity to you at your **supply address** in accordance with our **standard tariffs** and terms and conditions published by us from time to time under Section 169A of the *Act*.

standard tariffs means the tariffs published by us from time to time under Section 169A of the *Act*.

supply, in relation to electricity, means the delivery of electricity and any related services which must, if provided by your **distributor**, be provided within its regulated network tariff.

supply address means the address at which we **supply** you with electricity.

electricity retail code means the Code of that name issued by the **Office**.

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