



Victoria Government Gazette

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SPECIAL

Electricity Industry Act 2000

Under sections 35 and 37 of the **Electricity Industry Act** TXU Electricity Limited (ABN 91 064 651 118) and TXU Pty Ltd (ABN 99 086 014 968) has determined and the Office of the Regulator General has approved the following terms and conditions for deemed customers and for domestic and small business customers to take effect on and from 1 January 2002 until such time as they are varied.

PART 1: COMMENCEMENT OF AGREEMENT

This agreement will start on the *start date*, and for existing customers will replace *your* current terms and conditions for *energy* supply.

PART 2: BILLING AND PAYMENT OBLIGATIONS

My obligations to pay.

We will sell and bill you for energy and other related services, and arrange for the supply of energy to your *supply address*, and *you* will pay for the energy and related services supplied to you in accordance with the relevant charges that apply to you. You have 12 business days from the date on the bill to pay the total amount owing including GST.

You must also pay *TXU* for any additional retail charges, any payment permitted or required under this agreement, or any other goods or services which you receive from *TXU*, and any other charges applied by the *distributor* for the supply of energy to you

We will provide information on the bill that is required by the *retail code* including itemised information on your charges, the amount payable and pay by date, and telephone numbers for billing and payment enquiries and for faults and emergencies. We will also include a consumption graph on your bill to the extent that the data is available.

What pricing applies to me?

We will charge you either the price published as being relevant to your usage and specified by *TXU*, or the amount specially agreed between you and *TXU*. The pricing you are on depends on the purpose of your usage, you can't use the energy for a different purpose. We may require you to change to a different price applicable to your usage, or we may retrospectively transfer you if you haven't given us notice of change of usage.

Where the *regulations* allow it, the prices may change from time to time. If we change the price, we will notify you of the changes.

How often will I receive a bill?

We will issue you a bill at least every 3 months. You have a right to reach an agreement with *TXU* on a regular billing cycle of less than 3 months. This can only happen with your consent and may mean an additional charge on your bill.

We will only place you on a shortened collection cycle in accordance with the regulations.

How can I pay my energy bill?

We will provide a range of payment options that includes Australia Post, sending a cheque or arranging a direct debit from your bank account. Before a direct debit arrangement may be used, you must complete a direct debit request that will include details of amounts, preferred date and frequency of direct debits, and how you can cancel the arrangement. *TXU* may make other payment methods available – please check your bills for details.

Can I have my bill reviewed?

If you question the amount of a bill, we will review it without charge. While the bill is under review, you must pay that part of the bill on which we both agree – or pay an amount equal to the average of your bills over the past 12 months (whichever is the lower). You must also pay any future bills you receive while the bill is under review. If the bill is not correct, we will adjust your bill. If this bill is correct, you must pay the bill.

If you are undercharged, we will include the amount owing and an explanation on an amended bill. We will only charge you for amounts undercharged in accordance with the regulations. However, if the undercharging was due to fraud on your part, we are entitled to recover the full amount from you.

If you are overcharged on a bill, we will refund you in accordance with the regulations.

How do you calculate my bill?

We will base your bill on a read of your meter or estimate in accordance of the regulations. However we will use our best endeavours to read your meter once in each 12 month period.

If we do estimate your bill, and afterwards we get a reliable meter reading we will adjust your account where the regulations require it.

How do you manage credit and debt collection?

TXU may seek to carry out a credit check on you and may use the information to establish your credit rating. Our credit management, and debt collection processes are in accordance with the regulations. In line with regulations, we may report an overdue payment to a credit reporting agency.

We may not start legal action to collect money owing while you are making payments according to an agreed arrangement. In the case of dishonoured payment, TXU may recover the amount, plus an extra fee from you.

Is a security deposit required?

For residential customers, TXU may require a deposit as permitted by the regulations if you:

- still owe money from a previous address;
- have used energy unlawfully within the past two years;
- have an unsatisfactory credit rating, and have not accepted an instalment payment plan when offered; or
- have refused to provide acceptable identification to TXU as set out in the regulations.

For business customers, TXU may require a deposit as permitted by the regulations if you:

- do not have a satisfactory energy account payment record or
- you have an unsatisfactory credit rating.

If you do not pay a security deposit upon request, we may disconnect your energy supply.

When do you refund my security deposit?

We will use your deposit and accrued interest to pay bills you have outstanding if you are disconnected and do not have the right to be reconnected, or where you leave the Supply Address, request disconnection or transfer to another retailer.

If you cease to be a customer of TXU at the address and you wish to finalise your account, the deposit and accrued interest will be offset against your final bill.

We will refund your security deposit and any accrued interest in accordance with the regulations.

PART 3: DISCONNECTION & RECONNECTION**Why would you disconnect me?**

TXU or your distributor may disconnect your energy supply for the reasons summarised below, but we must first follow the rules set out in the regulations. You may also request disconnection of your supply address.

If you are having trouble paying an account by the pay by date you must contact us immediately. We will not disconnect you for not paying your account before we have given you at least 7 business days notice and: in the case of residential customers,

- offered you an instalment plan or payment arrangement,

- given you information on government-funded concessions including the Utility Relief Grant Scheme and upon request, given you an application form.

In the case of business customers,

- offered you an extension of time to pay, which may include an additional fee.

Despite anything else in this agreement, you may also be disconnected or interrupted for the following:

- For non payment in accordance with the regulations,
- If you do not provide access for us to the meter in accordance with the regulations;
- For health and safety reasons;
- For maintenance;
- In an *emergency*;
- At the direction or request of a *regulator*;
- If you are using energy in a way that doesn't meet the regulations;
- If you are required to, but fail to, give a security deposit; or
- If this agreement has terminated, and we are permitted to by the regulations

Are there times when I can't be disconnected?

- If you, or someone living with you depends on a life support machine or approved medical exemption;
- If your formal complaint to the Energy and Water Ombudsman of Victoria, directly related to the reason for disconnection, remains unresolved;
- If your application for an Utility Relief Grant has not been decided;
- For failing to pay us for something other than energy;
- After 2pm Monday to Thursday, (or 3pm for business customers), on a Friday, on a weekend, a public holiday, or on the day before a public holiday, except in the case of a planned interruption or other reasons as required by your distributor.

If I am disconnected, when will you reconnect my energy supply?

We will reconnect your Supply Address generally on or before the next business day once:

- your account is paid, or agreement with us is reached on how it will be paid,
- the reason for your disconnection is otherwise resolved.

A reconnection fee may be charged. If you contact us by 3 pm on a business day, we will reconnect your Supply Address that day. After 3 pm and before 9 pm on a business day, you can still be reconnected that day for an after-hours reconnection fee.

PART 4: END OF AGREEMENT

Is there a cooling off period?

Cooling off periods do not apply for existing, *deemed or default customers*. For new customers once you have entered this agreement, you have the right to cancel it in writing within 10 business days.¹ If you have consumed energy or other services during that time, you will have to pay TXU for it.

How can I terminate this agreement?

You need to give us 28 days notice in writing to end this agreement unless we have agreed otherwise with you.² If you have entered into an agreement to purchase energy for a minimum period, you will need to pay us an additional retail charge if you wish to end the agreement earlier, unless prevented by the regulations.

If you wish to transfer, this agreement will remain in place until you have successfully transferred.

How can TXU terminate this agreement?

We may terminate this agreement immediately if having breached this agreement, you have been disconnected, and you no longer have the right to be reconnected, or under the terms of any specific agreement with you, or where the regulations permit, by 28 days notice in writing.

For customers who have been deemed to enter into this agreement, it will also end if you are no longer so deemed by the regulations.

What effect does termination have?

We will not have an obligation under this agreement to sell you energy, but you will need to pay any outstanding debts. The ending of this agreement doesn't change any rights and obligations that accrued at the time of the termination, and the operation of other clauses continue. For example, you will still need to provide access to your supply address to allow access or removal of the meter.

What do I need to know if I am leaving my Supply address?

You must give us notification and supply a forwarding address for a final bill at least 3 business days before you leave.³ If you don't, you will remain responsible for paying the energy at the supply address for 3 business days after you give us notice, or until someone else has an agreement for your supply address. We may offer you the option to transfer this agreement to your new supply address.

After successful transfer or upon disconnection (providing this agreement has ended) you will not need to keep paying for future energy supply to your supply address under this agreement.

PART 5: RIGHTS AND OBLIGATIONS**What are my other obligations?**

You need to:

- apply for energy,
- pay any charges including connection and reconnection charges by the pay by date,
- provide TXU with acceptable identification, contact details, and the details of the property owner or agent, where the supply address is a rental property.
- provide the information necessary for energy to be connected at your supply address;
- tell us as soon as possible if your contact details change;
- tell us if someone else is responsible for paying for energy; and
- make sure you don't take more energy than is allowed by your distributor for your supply address.

What information can I request?

You have a right to information about

- your supply,
- bills and how you can pay.
- typical running costs of appliances,
- your energy usage, and advice on how to save money on your energy usage;
- A large print copy of a summary of your agreement with us;
- A copy of the summary of your agreement with us in a foreign language;*
- A copy of the Retail Code, including a large print version;
- Advice on pricing;
- Historical billing information for your supply address for the last two years. A fee may be charged for additional or multiple requests;
- Language interpreter services;
- Advice on the availability of independent financial counselling;
- Concessions available to residential customers;
- Advice on how to improve energy efficiency.

What assistance does TXU provide for bill payment?

Residential customers have a right to:

- Have your financial circumstances and hardship taken into account when negotiating instalment plans or other payment arrangements;
- Receive a summary on request as to how your financial circumstances and payment capacity have been assessed;
- Be offered payment options and installment plans that take into account your energy needs and capacity to pay;
- Receive information on how to contact an independent financial counsellor;
- A home energy audit (a fee may be charged for this service);
- Information on the Utility Relief Grant Scheme managed by the Department of Human Services; and
- Information on government funded winter energy concessions.

PART 6: RESOLVING YOUR COMPLAINTS

If you have a complaint, please contact us in the first instance. If your complaint is not resolved and to your satisfaction, you have every right to have your complaint reviewed at a higher level within TXU. You may also contact the Energy and Water Ombudsman of Victoria, an independent body that investigates complaints.

PART 7: RESPONSIBILITY FOR SUPPLY ADDRESS AND METERING**What does TXU do to connect me?**

If you have applied for connection, we will ask your distributor to connect your supply address as soon as possible.

What should I do if I think that my meter is faulty?

You may ask us to test the meter at your supply address. If the meter is recording correctly within the regulations, you will be charged for the test.

What do I need to know about property access and meter responsibility?

We must have safe, convenient and unhindered access to your premises to read install, remove or inspect the meter, connect or disconnect the energy supply, inspect or test the energy installation, prune or clear vegetation, and undertake repairs or maintenance. Our representatives must always carry or wear official identification and show it to you on request.

Where there is something at your supply address that may be a danger, you must inform us and take action to minimise the danger to our representatives. You must keep the meter safe from hazards and interference. You do not own the meter or any part of the energy distribution system.

PART 8: VARIATIONS AND AMENDMENTS

If you request, we will provide you with information on the prices we can offer you in accordance with the regulations. With notice we can change the prices from time to time in line with the regulations.

We may agree with you to a variation to this standard agreement provided that we have received your explicit informed consent. If we enter into a variation with you, we will provide you with details in writing.

In any case, these terms and conditions may be changed from time to time after TXU has published them in the government gazette in accordance with the regulations (once TXU has received the consent of the ORG). If this happens, the changes will take effect from the time set out in the variation that has been published and we will make sure that we notify you of the changes.

PART 9: LIABILITY, INDEMNITY AND FORCE MAJEURE

You acknowledge that the quality, frequency and continuity of supply of energy is subject to a variety of factors outside of TXU's control, for example, accidents, weather and the acts of third parties such as other customers, generators, and regulators.

You acknowledge that the nature of energy supply is such that we cannot guarantee to you the quality, frequency, or the continuity of supply of energy to you, and that this agreement does not vary or exclude any immunity, limitation of liability or indemnity that may be provided in the regulations.

Variations in voltage are an inherent characteristic of energy supply involving a rapid decrease, 'dip' or increase, 'spike' in voltage and cannot be completely prevented. Variations in voltage can be in excess of the voltage range tolerated by domestic appliances and may cause damage .

If you are a business customer, you must take reasonable precautions to minimise the risk of loss or damage to your equipment, premises or business which may result from quality frequency or reliability of energy supply.

If you do suffer any loss, damage or harm as a result of a variation in voltage you may be able to receive compensation from your distributor (refer to your Distribution Charter for more information).

Further, to the extent permitted by the Trade Practices Act and the Goods Act, our liability to you for breach of any condition or warranty implied by either of those Acts is limited (at our option) to, in the case of goods, the replacement of the good, supply of an equivalent good or payment of the cost of acquiring equivalent goods, or in the case of a service, to resupply of the service or the payment of the cost of having the service supplied again.

You must indemnify us for any breach by you of this Agreement or your negligence to the maximum amount which we are entitled to be compensated under the common law (including in equity) or statute for your breach or negligence.

A *force majeure event* is an event that occurs which is outside both our and your reasonable control (such as an accident, drought or other unavoidable cause) and would result in TXU or you being in breach of this Agreement (for example, we may be unable to supply you electricity, or you may be unable to consume electricity).

If a force majeure event has occurred,

- (a) that party will not be in breach of this Agreement for non-performance of the obligations for so long as the force majeure event continues.
- (b) that affected party must promptly notify the other party of the kind of force majeure event, the time it is expected to continue for, and how the force majeure event is resulting in a breach of this Agreement. The affected party must also use its best endeavours to remove, overcome or minimise the effects of the force majeure event (although neither you nor TXU is required to settle an industrial dispute if that is the force majeure event)

If a force majeure event is widespread (for example, if we are unable to arrange for the supply of energy to many of our customers) we will provide you with prompt notice by making the necessary information available to you on our 24-hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.

PART 10: MISCELLANEOUS

Are there other rules that apply to this agreement?

This Agreement is subject to any regulations, and you and TXU both agree to comply with all requirements in the regulations, except to the extent modified by your agreement with TXU where that is permitted by the Regulations. You must cooperate with TXU and the distributor in the exercise of their powers, rights or obligations under this agreement or the regulations.

This agreement cannot be inconsistent with the Retail code, and if it is, the relevant term and conditions is void, and the term or condition of the Retail code is deemed to form part of this agreement in its place.

TXU will provide you with a free copy of the Retail code upon request.

Is this the entire agreement with TXU for the sale of energy ?

Unless otherwise agreed with you, this is the entire agreement between us. You and TXU have a right or obligation on the basis that the provisions of the retail code are terms or conditions of this agreement, where we have made reference to the retail code. Where we have not expressly dealt with a subject in the retail code, the rights and obligations in the retail code are incorporated into this agreement.

What happens if I have special medical needs?

If someone you live with requires an approved life support machine, or your address is registered as a medical exemption Supply address, TXU will make special arrangements to ensure your energy supply is not disconnected, and that you are given notice of any planned interruption.

Do you keep my information confidential?

You have a right to have your personal information kept confidential. Unless otherwise allowed through the regulations, we must not give out information about you, except where you have agreed that we may do so. We will use your personal information in order to sell and deliver and market energy to you, or as required or permitted by the regulations.

Where we are permitted to by regulations, we may provide you with information on other services or products available to TXU's customers. You may tell us if you don't want to receive this information.

What happens if I tamper with the meter?

You are not allowed to take energy illegally, or to tamper or bypass the meter or associated equipment. If you have, we will estimate the consumption, and you will need to pay for it. If you have damaged equipment belonging to TXU or third parties, you will be liable for repair or replacement costs.

How can this agreement be transferred?

We may assign this agreement to another party in the event that we sell all or substantially all of TXU's retail sales business. We will give you notice of this. Otherwise we will only assign your agreement with your consent. You need to get our consent if you want to assign this agreement.

How do we send notices to each other?

We may give each other notices in writing only, and may be delivered by hand, by fax, by mail or by email to the address last notified to each other. TXU may give notices by publishing the notice in a newspaper circulating generally in Victoria..

PART 11: DEFINITIONS AND INTERPRETATIONS

“*Act*” means the **Electricity Industry Act 2000**.

“*Additional retail charges*” means a charge relating to the supply and sale of energy by TXU to you other than a charge based on the tariff applicable to you. To avoid doubt, any network charge or other charge relating to the supply, but not sale, of energy to your supply address is not an additional retail charge, such as any charges levied by the distributor and approved by the ORG.

“*deemed customers*” means customers deemed by the regulations to have entered into an energy agreement with TXU on these terms and conditions (other than default customers).

“*default customers*” means customers who have moved into address without having a contract who are deemed to have entered into an agreement with TXU by the regulations

“*distributor*” means the entity who owns or operates the distribution system through whose network your supply address is provided with energy.

“*Emergency*” means an emergency or intervention in the market or direction requiring interruption, curtailment or disconnection 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 damages or threatens to destroy or damage any property, or anything which TXU, the distributor or the Regulator or any authority under the regulations considers to be an emergency in their absolute discretion.

“*Energy*” means electricity.

“*Force Majeure Event*” means anything beyond the reasonable control of a party.

“*MIRN*” means the meter identification registration number for gas meters.

“*NMF*” means the national meter identifier for electricity meters.

“*Regulations*” means any acts, rules, regulations, guidelines, licences, codes, including the retail code and the like that regulate the parties or the energy industry in Victoria, as varied or replaced from time to time.

“*Regulator*” means any body with whose directions or requests TXU or other parties are required to comply under the regulations.

“*Retail code*” means the Electricity Retail Code issued by the Office of the Regulatory General, as amended from time to time.

“*Supply address*” means the address for which you have agreed or are deemed by the regulations to purchase energy from TXU.

“*Standing offer customers*” means a person who accepts a standing offer made by TXU pursuant to the regulations.

“*Start date*” means the date these terms and conditions replace current terms and conditions for energy sale and supply, or for new customer, the date this agreement commences as follows:

- (a) for current energy customers of TXU these terms and conditions will take effect on and from 1 January 2002;
- (b) For new energy customers, the later of:
 - (i) the date you have entered into this agreement;
 - (ii) any specific start date agreed with TXU; or
 - (iii) the date on which your NMI or MIRN has been transferred to TXU; and
- (c) for Default customers, the date you are deemed to have entered into this agreement by the regulations.

“*TXU*” (or “we”) means TXU Pty Ltd or TXU Electricity Limited as the case may be.

“*You*” means the person who has accepted (or has been deemed to have accepted) this agreement, including any preceding versions of this agreement, and you are a deemed customer, default customer or standing offer customer provided that:

- if you are an electricity customer, you must consume less than 160mwh/year, and
- if you are a gas customer, (other than deemed) you must consume less than 5TJ p.a.; and
- if you are a deemed gas customer, you must consume less than 10TJ gas per annum.

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of any part of 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; that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;

- (e) 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.
- (f) TXU is not in a position to connect, disconnect or reconnect the system at your 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 you is to be construed in accordance with the retail code.
- (g) a reference to any party, authority, agreement, document, legislation, regulation, code or anything similar includes any successor to that person, authority or item;
- (h) 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;
- (i) 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.

¹ 5 business days for energisation agreements.

² Other than *deemed cutomers*

³ Unless evicted or forced to leave, in which case your responsibility ends after you notify us.

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