



# Victoria Government Gazette

No. S 185 Wednesday 31 October 2001  
By Authority: Victorian Government Printer

**SPECIAL**

## **Electricity Industry Act 2000**

**PULSE ENERGY PTY LTD**

**Terms & Conditions**

**Deemed & Standing Contracts**

### **1. Contract**

- 1.1 This is the contract ("Contract") made between the Customer and Pulse Energy Pty Ltd ("Pulse").

### **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.
- 2.2 Where this Contract commenced prior to 1 January 2002, then, pursuant to Pulse's power to vary the Contract under the Electricity Industry Act 2000 (Vic), the Contract is varied from the form published in the Victorian Government Gazette S 156 on 31 October 2000 to this form, with effect from 1 January 2002.

### **3. Warning to Customers**

- 3.1 Pulse advises the Customer that:
- (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:
  - (a) the quality of frequency of electricity supplied to any Customer; or
  - (b) the continuity of Supply of electricity; and
  - (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.
- 3.2 In certain circumstances, residential and small business Customers may be entitled to compensation from the LNSP for unauthorised voltage variations, under Electricity Industry Guideline No. 11. The availability of this compensation for business customers may depend on the Customer having taken reasonable precautions to minimise their loss from such variations.
- ### **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 excluded or changed by this Contract. Pulse will provide a copy of the Retail Code, free of charge, upon receiving a request from the 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 reasonable exercise by the LNSP of its rights or obligations under any Applicable Regulation;
- (3) comply with any notice lawfully 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 Notice of the date on which the Customer intends to vacate, or did 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 Electricity Customer 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 **Electricity Industry Act 2000** and the **Electricity Safety Act 1998**, and regulations and codes made under any of these Acts, (including the Electricity Safety (Electric Line Clearance) Regulations 1999 and the Electricity Safety (Network Assets) Regulations 1999) 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:
  - (a) the purposes contemplated by or in order to comply with the Applicable Regulations;
  - (b) planning, operating or maintaining the distribution network;
  - (c) protecting the safety and security of any person or property;
  - (d) billing or settling a hedging contract, contract of insurance or other third party contract which relates to the sale or Supply of electricity to the Customer; and
  - (e) determining the Customer's past and ongoing energy consumption;
  - (f) clarifying NEMMCO bills for total energy purchases, including netting off the Customer's usage in settlements with NEMMCO or the wholesale market; and
  - (g) 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 Pulse's Tariff Rates;
- (2) for any other services Pulse provides to the Customer at the prices listed in the Schedule of Fees;
- (3) the cost of any Excluded Services charged by the LNSP to Pulse relating to the Customer, but excluding any charge relating to the collection of meter data; and
- (4) any costs incurred by Pulse in relation to the provision of Metering Services other than those services provided by the LNSP pursuant to its network tariffs or Excluded Services charges.

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.

**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 in accordance with the Retail Code.

**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 for the same Supply Address.

**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 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 13.
- 13.3 The Customer agrees the Metering Installation is not and (on termination or otherwise) does not become its property.

### **14. 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. Limitation of Liability**

- 15.1 To the fullest extent permitted by law, all statutory implied conditions and warranties are excluded, and any liability of Pulse under any statutory implied condition or warranty, which cannot be excluded, is limited to:
  - (1) in the case of goods (which shall include electricity), the replacement of the goods or the supply of equivalent goods;
  - (2) in the case of services, supply the services again or paying the cost of having the services supplied again.
- 15.2 Nothing in this Contract shall vary or exclude the operation of section 117 of the **Electricity Industry Act 2000** (Vic) or section 78 of the National Electricity Law in relation to the sale or Supply of electricity by Pulse to the Customer under this Contract.

### **16. Waiver and Variation**

- 16.1 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.
- 16.2 The terms and conditions of this Contract (including Pulse's Tariff Rates) will be varied in accordance with any change to:
  - (1) the applicable terms and conditions published by Pulse under section 35 or section 38 of the **Electricity Industry Act 1993** (Vic); and

- (2) where this Contract is formed under section 39 of the **Electricity Industry Act 1993**, the tariff or tariffs that would apply if the Customer were a party to a contract under section 37 of that Act.

**17. Applicable Regulations and Licences**

- 17.1 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.

**18. Assignment**

- 18.1 The provisions of this Contract will be binding upon and inure to the benefit of the successors and assigns of each of the parties. Pulse may only assign its rights or obligations hereunder without consent as part of the transfer of part or all of Pulse's retail electricity business to a third party. The Customer cannot assign this Contract.

**19. Notices**

- 19.1 For the purposes of clauses 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.
- 19.2 For the purposes of clauses 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.

**20. Interpretation and Definitions**

- 20.1 If a party consists of more than one person this Contract binds them jointly and each of them severally.
- 20.2 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.
- 20.3 Where this Contract contemplates Pulse or the Customer exercising a right or performing an obligation "in accordance with the Retail Code", Pulse or the Customer must exercise that right or perform that obligation on the basis that the relevant term or condition of the Retail Code is a term or condition of this Contract.
- 20.4 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 Electricity Customer Metering Code, the Service and Installation Rules and the Price Determination.
  - (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) "Excluded Service" means any service provided by the LNSP excluded from the LNSP's network tariffs by Chapter 6 of Volume II of the Price Determination.
- (15) "GST" has the meaning given to it in the GST Act.
- (16) "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.
- (17) "LNSP" means the Local Network Service Provider, as defined in the NEC, in whose Local Area (as detailed in the LNSP's Distribution Licence) the Customer's Connection to the distribution system is located.
- (18) "Marketing Code of Conduct" means the Code of Conduct published by the Code Governing Body, a voluntary association of energy retailers.
- (19) "Maximum Demand" has the same meaning as in the Tariff Order.
- (20) "Meter Charges" means the charges for the provision of Metering Services.
- (21) "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.
- (22) "Metering Provider" is the person appointed in accordance with the NEC.
- (23) "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.
- (24) "National Electricity Market" the market for wholesale trading in electricity operated by NEMMCO under the NEC.
- (25) "NEC" means the National Electricity Code as made and amended from time to time under section 6 of the National Electricity Law.



- (26) "NEMMCO" means the National Electricity Market Management Company Ltd ACN 072 010 327.
- (27) "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.
- (28) "ORG" means the Office of the Regulator General, Victoria.
- (29) "Price Determination" means the Electricity Distribution Price Determination 2001-2005 made by the ORG under the Victorian Electricity Supply Industry Tariff Order 1995 and the **Electricity Industry Act 1993**.
- (30) "Regional Reference Price" means the Regional Reference Price, as defined in the NEC, for the Region in which the Customer's connection to the distribution system is located.
- (31) "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.
- (32) "Retail Code" means the Electricity Retail Code determined by the ORG under the **Office of the Regulator-General Act 1994**.
- (33) "Electricity Customer Metering Code" means the Code of that name issued by the ORG dated July 2001.
- (34) "Schedule of Fees" are as published in the Government Gazette by Pulse from time to time.
- (35) "Service and Installation Rules" means the Service and Installation Rules dated September 1996 prepared by the LNSP in conjunction with the Chief Electrical Inspector.
- (36) "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 Price Determination.
- (37) "Supply Address" means the address or addresses at which the Customer purchases electricity from Pulse.
- (38) "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.
- (39) "Tariff Rates" means the prices for electricity published by Pulse in the Government Gazette as Pulse's tariff rates from time to time.
- (40) "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.
- (41) "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**.
- (42) "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		

---









**Gazette Services**

The *Victoria Government Gazette* (VGG) is published by The Craftsman Press Pty. Ltd. for the State of Victoria and is produced in three editions.

**VGG General** is published each Thursday and provides information regarding Acts of Parliament and their effective date of operation; Government notices; requests for tenders; as well as contracts accepted. Private Notices are also published.

**VGG Special** is published any day when required for urgent or special Government notices. VGG Special is made available automatically to subscribers of VGG General.

**VGG Periodical** is published when required and includes specialised information eg. Medical, Dental, Pharmacist's Registers, etc.

**Subscriptions**

The *Victoria Government Gazette* is available by three subscription services:

General and Special — \$187.00 each year

General, Special and Periodical — \$249.70 each year

Periodical — \$124.30 each year.

**All prices include GST.**

Subscriptions are payable in advance and accepted for a period of one year. All subscriptions are on a firm basis and refunds will not be given.

All payments should be made payable to

The Craftsman Press Pty. Ltd.

**Subscription enquiries:**

The Craftsman Press Pty. Ltd.

125 Highbury Road, Burwood Vic 3125

Telephone: (03) 9926 1233

Fax (03) 9926 1292

The *Victoria Government Gazette* is published by The Craftsman Press Pty. Ltd. with the authority of the Government Printer for the State of Victoria

© State of Victoria 2001

ISSN 0819-5471

This publication is copyright. No parts may be reproduced by any process except in accordance with the provisions of the Copyright Act.

Products and services advertised in this publication are not endorsed by The Craftsman Press Pty. Ltd. or the State of Victoria and neither of them accepts any responsibility for the content or the quality of reproduction. The Craftsman Press Pty. Ltd. reserves the right to reject any advertising material it considers unsuitable for government publication.

Address all inquiries to the Government Printer for the State of Victoria

Government Information and Communications Branch

Department of Premier and Cabinet

Level 3, 356 Collins Street

Melbourne 3000

Victoria Australia

**Subscriptions**

The Craftsman Press Pty. Ltd.

125 Highbury Road, Burwood

Victoria, Australia 3125

Telephone enquiries: (03) 9926 1233

Facsimile (03) 9926 1292

**Retail Sales**

Information Victoria Bookshop

356 Collins Street Melbourne 3000.

Telephone enquiries 1300 366 356

City Graphics

Level 1, 520 Bourke Street

Melbourne 3000

Telephone enquiries (03) 9600 0977

**Price Code A**