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SPECIAL

Electricity Industry Act 2000

AGL ELECTRICITY LIMITED ABN 82 064 651 083

Section 35, 37 and 39 Standard Terms and Conditions

IMPORTANT NOTE

In November 2000, AGL Electricity Limited ('AGL') published in accordance with the requirements of the Act its 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 and to its former franchise customers. Those terms and conditions were approved by the Office of the Regulator-General, Victoria, and commenced to be effective from 1 January 2001.

The Office of the Regulator-General, Victoria now proposes to amend the electricity retail code as and from 1 January 2002. In order to give effect to those amendments and the requirements of sections 35, 36 and 38 of the Act and AGL's retail licence, AGL now publishes pursuant to sections 35 and 38 of the Act the following tariffs and associated terms and conditions for the sale and supply of electricity to:

- customers who have existing standing offer contracts, move-in contracts or deemed contracts with us as at 1 January 2002; or
- small business customers or domestic customers who accept our standing offer on or after 1 January 2002; or
- relevant customers who have supply addresses within AGL's distribution area and are deemed under section 39 of the Act to have a contract with AGL for the sale and supply of electricity to that supply address after 1 January 2002.

These terms and conditions have been approved by the Office of the Regulator-General, Victoria and will commence to be effective on 1 January 2002.

1. THE PARTIES TO THIS CONTRACT

This contract is made 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 to whom these terms and conditions are expressed to apply under clause 2 (in this contract referred to as 'you' or 'your').

2. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

These terms and conditions will apply to you if:

- (a) you had a standing offer contract, move-in contract or deemed contract with us for your supply address immediately prior to 1 January 2002;
- (b) you are a domestic customer or a small business customer and you chose to accept our standing offer to purchase electricity from us for your supply address on or after 1 January 2002; or
- (c) you are a relevant customer who occupies a supply address within our distribution area and you are deemed under section 39 of the Act to have a contract with us for the sale and supply of electricity to you at that supply address on or after 1 January 2002.

Please note that in the case of clauses 2(a) and (c), you do not need to sign any document for these terms and conditions to apply to, or be binding on you.

3. WHAT IS THE TERM OF YOUR CONTRACT?

3.1 **When will these terms and conditions commence to apply to you?**

If you had a standing offer contract, move-in contract or deemed contract with us for your supply address immediately prior to 1 January 2002, these terms and conditions will replace the terms and conditions of that standing offer contract, move-in contract or deemed contract on and from 1 January 2002.

Otherwise, these terms and conditions will commence to apply to you and your contract with us in relation to your supply address will start:

- (a) where clause 2(b) applies, on the day that you accept our standing offer or if you are transferring to us from another retailer, on the day that you give your consent (whichever happens last); or
- (b) where clause 2(c) applies, on the day that you commence to take a supply of electricity from us at your supply address.

3.2 **When will our obligation to sell you electricity start?**

Despite clause 3.1, our obligation under this contract to sell you electricity at your supply address and your obligation to pay us for electricity consumed at your supply address will not commence until:

- (a) we are responsible for your supply address; and
- (b) if your new contract is replacing an existing contract with us for your supply address, when any cooling-off rights that you may have under clause 3.3 in relation to the new contract expire.

3.3 **You may be entitled to a cooling-off period.**

You may have the right under the **Fair Trading Act 1999** or under clause 23 of the electricity retail code (being one of the clauses of the electricity retail code which has been incorporated by reference into this contract by clause 25(c) of these terms and conditions) to cancel your standing offer contract by giving us a notice to that effect during the cooling off period for that contract.

If you do have that right, we will dispatch to you within 2 business days of the date on which your contract started under clause 3.1(b), a notice explaining that right to you and setting out all other details referred to in electricity retail code or required by the **Fair Trading Act 1999** to be included in that notice.

We will also dispatch to you at the same time, a document setting out your standard tariff and the other terms and conditions of your contract. We will do this regardless of whether or not you have a right to cancel your contract under the **Fair Trading Act 1999** (or under clause 23 of the electricity retail code, being one of the clauses of the electricity retail code which has been incorporated by reference into this contract by clause 25(c) of these terms and conditions).

3.4 **How can your contract be ended?**

Subject to clause 3.5, your contract can be brought to an end in the following ways:

- (a) if you have a standing offer contract, by you giving to us 28 days notice that you wish to stop purchasing electricity from us for your supply address;
- (b) if you have a deemed contract or a move-in contract, by you entering into a new contract with another retailer for your supply address;
- (c) if you have a move-in contract, at the end of the period covered by the second bill issued by us to you or when that move-in contract is deemed to come to an end under section 39 of the Act ;
- (d) by entering into a new agreement with us for the sale of electricity to you at your supply address;
- (e) when under clause 15 you cease to be responsible to pay for electricity consumed at your supply address; or

- (f) if you are in breach of this contract:
 - (i) by notice to you but only if we have the right under clause 13 to disconnect your supply address if that breach is not remedied and we have first complied with the disconnection and other procedures set out in clause 13 and you no longer have the right under clause 14 to have your supply address reconnected; or
 - (ii) when you transfer to another retailer in respect of your supply address, whichever occurs first.

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

3.5 Your contract will not end until certain conditions are satisfied.

Despite clause 3.4, the termination of your contract will not be effective until:

- (a) if your contract has ended because you have entered into a new contract with us for that supply address, the expiry of any cooling-off period in respect of that new contract;
- (b) if your contract has ended because you want to transfer to another retailer in relation to that supply address, your new retailer becomes responsible for that supply address; or
- (c) if your contract has ended because your supply address has been disconnected, when you no longer have the right under clause 14 to have that supply address reconnected, whichever occurs last.

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.

Subject to section 36 of the Act and the electricity retail code, this contract sets out your entire agreement with us in relation to the sale and supply of electricity to you at your supply address and will replace any previous contract we may have had with you concerning those issues as soon as our obligation to sell you electricity at your supply address and your obligation to pay us for electricity consumed at your supply address under clause 3.1.

4.2 As a retailer we do not control or operate the distribution system.

You acknowledge that:

- (a) in our capacity as your retailer, we do not control or operate the distribution system which supplies electricity to your supply address; and
- (b) as your retailer we cannot control the quality, frequency and continuity of supply of the electricity that we sell to you at your supply address.

However, we will use our best endeavours to arrange for:

- (c) the supply of electricity to your supply address by your distributor via its distribution system which meets the requirements of Electricity Law; and
- (d) the provision of excluded services (such as connection, disconnection or reconnection) by your distributor in relation to your supply address,

under the terms of our agreement with your distributor for the provision of those services to our customers.

4.3 Our responsibility for quality and reliability of the electricity supply.

Subject to clause 16.1, you acknowledge that:

- (a) it is an inherent part of supplying electricity that variations in voltage and frequency will occur from time to time; and

- (b) we cannot and do not make any representations concerning:
- (i) the quality or frequency of the electricity delivered by your distributor to your supply address;
 - (ii) the occurrence of any power surges or power dips which may affect the supply of electricity to your supply address; or
 - (iii) the continuity of the supply of electricity to your supply address via the distribution system (and in particular, as to the number or length of any interruptions to the supply of electricity to your supply address).

5. NEW CUSTOMERS OR NEW CONNECTIONS

This clause 5 only applies if you do not currently purchase electricity for your supply address from us.

If you would like to accept our standing offer but your supply address is not already connected to the distribution system, we can arrange on your behalf for your distributor to connect your supply address to its distribution system. However, before we can arrange for this to occur we will need certain information from you. In addition, you may need to satisfy some pre-conditions which we will tell you about at the time you accept our standing offer.

We will then use our best endeavours to arrange for the connection of your supply address to the distribution system by making a request for connection to your distributor no later than the next business day after we receive your application for connection or this contract starts under clause 3.1 (whichever occurs last).

If your supply address is already connected to the distribution system but you are not currently purchasing electricity from us at that supply address, we may still require that you satisfy some pre-conditions before we commence to sell electricity to you at that supply address.

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, the completion of any required transfer process in relation to your supply address or the provision of a refundable advance.

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 2002 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 2002 we will publish a new price list in the Government Gazette. If you ask us, we will provide you with a copy of our price list applying at the time that you ask.

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 before it can apply to you.

If you enter into a standing offer contract with us for your supply address on or after 1 January 2002, 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.

Otherwise, we will in our discretion assign you to the category of standard tariff which we believe is the most appropriate to your circumstances given the information that we have at that time (for example, if you have an existing standing offer contract, deemed contract or move in contract as at 1 January 2002). We will notify you of that category of standard tariff in your next bill. Please note that it is your responsibility to assess and determine whether the category of standard tariff to which you have been assigned is in fact the most appropriate for your circumstances.

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 and that transfer requires a change to the meter at your supply address, the effective date of the transfer (for billing and other purposes) will be the date on which the new meter becomes operational.

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 by notice published in the Government Gazette. However, if we are required by an Electricity Law to follow a specific process before varying our standard tariffs we will comply with that process.

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.

Any variation in our standard tariffs will take effect from the date specified in the notice published in the Government Gazette.

6.4 **Change in circumstances.**

In some cases, the continued application of a category of standard tariff to you, or to 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 of that failure (up to any limit set out in the electricity retail code).

6.5 **Calculation of bill following a 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,

and clearly show the relevant details in your bill.

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 other 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) are exclusive of GST (if any).

Any such amounts payable (or consideration provided) 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. Where any GST is not referable to an actual payment then it must be paid within 10 days of a tax invoice being issued by the party making the supply.

Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.

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 to you in respect of your supply address. We will pass through your distributor's charges for excluded services provided in respect of your supply address and these charges will be shown as a separate item in your bill.

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

We will send a bill for the electricity consumed at your supply address to you at your supply address or at such alternative address as you notify to us from time to time at least once every three months. Unless one of the following paragraphs apply, this will be your billing cycle.

- (a) You can agree with us to have a billing cycle with a regular recurrent period of less than 3 months. However, our agreement with you will not be effective unless you give your consent to that agreement. As part of that agreement, we may also impose an additional retail charge for making that different billing cycle available.
- (b) If you had a current standing offer contract, a deemed contract or a move-in contract immediately prior to 1 January 2002, the billing cycle applying to you under that contract will stay the same for as long as that contract continues.

7.2 Contents of a bill.

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

- (a) referred to in the electricity retail code from time to time; and
- (b) necessary to allow you to easily verify that the bill conforms with the requirements of this contract.

In particular, we will include in each bill we send to you (other than your first bill after your contract starts) a graph showing your electricity consumption for your supply address for the period covered by that bill and, to the extent that data is available:

- (c) your consumption for each billing cycle during the previous 12 months; and
- (d) a comparison of your consumption for the period covered by your bill with your consumption during the same period of the previous calendar year.

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.

7.4 You can ask for further information.

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 retained by us please contact us.

We will use our best endeavours to provide you with the historical billing data within 10 business days of your request.

We can impose an additional retail charge for providing historical billing data if your request does not relate to a genuine complaint made by you and:

- (a) you ask for billing data which is more than 2 years old; or
- (b) you make more than one request in a 12 month period; or
- (c) we are no longer your retailer at the time of your request.

7.5 Your bill will usually be based on a reading of your meter.

Unless you have consented to a different arrangement or the Electricity Law refers to, permits or requires us to use a different approach in certain circumstances, we will base your bill on a 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.

7.6 We may issue estimated bills in certain circumstances.

If:

- (a) we are unable to reasonably or reliably base a bill on a reading of your meter; or
- (b) you do not have a meter for your supply address; or
- (c) we are otherwise permitted or required to so under Electricity Law,

we may provide you with an estimated bill based on such alternative information as we are entitled to use under Electricity Law in your circumstances.

If we subsequently read your meter or obtain any substitute or replacement consumption data determined in accordance with the requirements of Electricity Law, any estimated bill that we have sent to you will be adjusted to take account of the difference between your estimated consumption of electricity used to calculate your estimated bill and that subsequent information.

If your meter cannot be read due to your act or omission and you subsequently ask us to replace an estimated bill with a bill based on an actual reading of your meter, we will use our reasonable endeavours to do so. We may charge you an additional retail charge in these circumstances.

7.7 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 referred to in 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 in writing with us the amount and frequency of the direct debits and any other details referred to in the electricity retail code); 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 referred to in 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 states that we are permitted to do so (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 under clause 8.1, we may place you on a shortened collection cycle as long as we have first complied with any pre-condition referred to in 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 the circumstances and up to the maximum amount referred to 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 other terms and conditions set out in the electricity retail code in relation to the payment of interest.

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 in the manner referred to in 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 referred to in 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 or any deemed distribution contract under section 40A of the Act between you and your distributor for your supply address, 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 **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 electricity retail code does not state that we cannot arrange for the disconnection of your supply address in those circumstances; and
- (c) we have complied with all other steps referred to in the electricity retail code.

These steps include the provisions of a reminder notice and a disconnection warning in the form referred to in the electricity retail code. Full details of these steps 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 Disconnection in other circumstances.

Unless the electricity retail code states that we cannot request your distributor to disconnect supply to your supply address, we may also request your distributor to disconnect supply to your supply address:

- (a) if you request us to;
- (b) if due to your acts or omissions we or our representative is unable to 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 pre-conditions referred to in the electricity retail code); or
- (c) where you refuse to pay a refundable advance, (but only if we have complied with all applicable pre-conditions referred to in the electricity retail code and you continue to refuse to provide a refundable advance).

The disconnection of supply to 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 disconnection of supply to your supply address in accordance with clauses 13.2 or 13.3 has occurred, and you rectify the circumstances which gave rise to that disconnection within 10 business days of disconnection occurring, you may ask us to procure your distributor to re-connect 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 procure your distributor to reconnect 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 referred to in the electricity retail code.

The time periods referred to in the electricity retail code as at 1 January 2002 are:

- (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

15.1 You must give us notice if you intend to vacate your supply address.

You must give us notice of the date on which you intend to vacate (or did in fact vacate) your supply address, together with a forwarding address for your final bill.

15.2 When will you cease to be responsible for the electricity consumed at your vacated supply address?

If you can demonstrate that you were evicted or otherwise forced to vacate your supply address, you will continue to be responsible to pay us for all electricity consumed at that supply address up until you give us notice under clause 15.1, or one of the events referred to in clause 15.3 occurs (whichever happens first).

Otherwise, you will continue to be responsible to pay us for all electricity consumed at that supply address up until either:

- (a) the end of the third business day after you give us notice under clause 15.1 or the date on which you vacate your supply address (whichever happens last); or
- (b) the occurrence of one of the events referred to in clause 15.3.

15.3 Your responsibility will end if someone else is responsible or consumption stops.

Despite clause 15.2, if:

- (a) we enter into a new contract with another customer for the sale of electricity to your vacated supply address, your responsibility to pay us for all electricity consumed at that supply address will end when the other customer's obligation to pay us for electricity consumed at that supply address commences under that new contract;
- (b) another retailer becomes responsible for your vacated supply address, your responsibility to pay us for all electricity consumed at that supply address will end when that other retailer becomes responsible for that supply address; or
- (c) your vacated supply address is disconnected, your responsibility to pay us for all electricity consumed at that supply address will end when that disconnection is complete.

16. OUR LIABILITY

16.1 Our liability is only limited to the extent permitted under the electricity retail code.

- (a) The **Trade Practices Act 1974** (Cth), the **Victorian Goods Act 1958** and other similar laws imply certain conditions, warranties and rights into contracts with consumers that cannot be excluded or limited.
- (b) Unless we are prevented from doing so by one of these laws or the Act, you agree that:
 - (i) all statutory implied terms and conditions relating to the suitability of the electricity we sell to you or its quality, fitness for purpose or safety are excluded; and
 - (ii) we give no warranties or undertakings and we make no representations concerning the suitability of the electricity we sell to you or its quality, fitness for purpose or safety.
- (c) Any liability we have to you for breach of a condition, right, warranty or representation which is implied into this contract by one of the laws referred to in clause 16.1(a) but is not excluded by clause 16.1(b), will be limited to the maximum extent permitted (without rendering this clause 16.1(c) void) under that law or the Act. In particular, our liability for breach of a condition, right, warranty or representation which is implied into this contract by one of these laws and is not excluded by clause 16.1(b), will (at our option) be limited to:
 - (i) providing to you equivalent goods or services to those goods or services to which that breach relates; or
 - (ii) paying you the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.

16.2 Our existing rights under Electricity Law continue to apply.

This clause 16 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 117 of the Act).

16.3 Business customers must take certain precautions.

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 poor quality or reliability of the electricity supply.

16.4 Force Majeure Event.

- (a) If either you or we ('affected person') are unable to comply with any of our respective obligations under this contract due to the occurrence of a force majeure event, then compliance with that obligation by the affected person will be suspended for as long as, and to the extent that, compliance with that obligation is affected by that force majeure event.
- (b) The affected person must promptly notify the other person if clause 16.4(a) applies and provide details of the force majeure event, the obligations that will be affected, an estimate of the likely extent and duration of that impact and the steps that the affected person is taking to remove, overcome or minimise that impact.
- (c) If the effects of a force majeure event are widespread, we will be deemed to have given you notice the notice required by clause 16.4(b) if we make available the relevant information via our 24 hour telephone service within 30 minutes of becoming aware of the occurrence of the force majeure event or otherwise as soon as practicable.
- (d) The affected person must use its best endeavours to remove, overcome or minimise the effects of a force majeure event as quickly as possible but this will not require the affected person to settle any industrial dispute in any way it does not want to.

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 the requirements of any deemed distribution contract under section 40A of the Act between you and your distributor; 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

You may request us to provide you with certain information or documents referred to in the electricity retail code. 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 OR TRANSFERRED?

20.1 We can vary your standing offer contract or your default contract.

If you have a standing offer contract, we can amend that contract at any time by publishing a variation to our existing terms and conditions under Section 35 of the Act in the Government Gazette. Any such variation must be approved by the Office before it is published and will operate (once that variation becomes effective under section 35 of the Act) to amend the terms and conditions of your contract so that those terms and conditions are the same as our then current published terms and conditions under section 35 of the Act.

20.2 We can vary your deemed contract or move-in contract.

If you have a deemed contract or a move-in contract we can amend that contract at any time in accordance with section 38 of the Act.

20.3 We can transfer your contract to another retailer.

We may transfer or novate our rights and obligations under your contract to another retailer at any time by notice to you if that novation or assignment forms part of the transfer of all or a substantial part of our retail business to that other retailer.

21. NOTICES

Unless the electricity retail code states that we must do 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 procedures referred to in 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 for any required tree-pruning at your supply address) with the requirements of any:

- (a) deemed distribution contract under section 40A of the Act between you and your distributor for your supply address; and
- (b) Electricity Law which are expressed to apply to customers or to 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 any matter the subject of a term or condition of the electricity retail code is not expressly dealt with (or, is only expressly dealt with in part) in these terms and conditions, then the term or condition of the electricity retail code (or the relevant part of that term or condition) dealing with that matter is incorporated into this contract.

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 and otherwise the provision of the Electricity Law will prevail to the extent of the inconsistency.

In particular, if a term or condition of this document is inconsistent with a term or condition of the electricity retail code, then to the extent of that inconsistency the relevant term or condition set out in this document is void and the relevant term or condition of the electricity retail code is deemed to form part of this contract in its place.

25. 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) Where this document contemplates you or us exercising a right or performing an obligation as permitted or required by or otherwise in accordance with or as set out in or contemplated by a term or condition of the electricity retail code, you or we must exercise that right or perform that obligation as if that term or condition of the electricity retail code were set out in your contract.
- (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 and is not otherwise given a special meaning in clause 26 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, that period of time 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.

26. DICTIONARY

In these terms and conditions, the words and expressions set out below will have the following meanings:

"Act" means the **Electricity Industry Act 2000**.

"additional retail charges" will have the same meaning as is given to that term in the electricity retail code.

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

"consent" means explicit informed consent as defined under our retail licence.

"contract" means a contract for the sale of electricity by us to a customer at a supply address and in your case, that contract will comprise these terms and conditions (as amended from time to time in accordance with clause 20) and the category and rate of standard tariff applying to you from time to time.

"cooling off period" will have the same meaning as is given to that term in the electricity retail code.

"customer" means a relevant customer who buys or proposes to buy electricity from us.

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

"deemed contract" means a contract that is deemed to apply between us and a former franchise customer under section 37 of the Act.

"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" or "small business customer" will have the same meanings as is given to that term 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 or 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) and which is excluded from the price controls contained in Volume II of the Electricity Distribution Price Determination 2001-2005.

“GST” has the same meaning as given to that term in the GST Law.

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

“force majeure event” means an event outside the reasonable control of a retailer or a customer (as the case may be).

“move-in contract” means a contract that is deemed to apply between us and a customer in relation to a supply address situated within our distribution area under section 39 of the Act.

“relevant customer” will have the same meaning as is given to that term in the electricity retail code.

“responsible” will have the same meaning as is given to that term in the electricity retail code.

“standing offer” means an offer by us to supply and sell electricity to a domestic customer or a small business customer at that customer’s supply address in accordance with our standard tariffs and the terms and conditions published by us from time to time under Section 35 of the Act.

“standing offer contract” means the contract which is created between us and a domestic customer or a small business customer when that customer accepts our standing offer.

“standard tariffs” means the tariffs published by us from time to time under sections 35 or 38 of the Act.

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

“supply address” means the address at which we sell electricity to you under this contract and includes the relevant market connection point or points (as that term is defined in the National Electricity Code) in respect of that address.

“transfer” will have the same meaning as is given to that term in the electricity retail code and transferred will have a corresponding meaning.

Electricity Industry Act 2000

AGL ELECTRICITY LIMITED

ABN 82 064 651 083

Price List

Tariffs applicable from 1 January 2002 under sections 35 and 37 of the Act

1 RESIDENTIAL

1.1 Winner Tariff GH/GL

Energy Prices:

Peak Periods (7 am to 11 pm Monday to Friday)

All consumption

21.74 c/kWh

Off-Peak Periods (All other times)

All consumption

4.94 c/kWh

1.2 Residential Tariffs GD and GR

First 1020 kWh/quarter

14.89 c/kWh

Balance

15.71 c/kWh

Off-Peak Load Managed Storage Water Heating Tariff

1.3 Y6/YT

All consumption

4.94 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	5.89 c/kWh
	Supply under Tariff Y8 is available for 8 hours nightly for permanently wired water storage heaters of approved types.	
1.5	Off-Peak Storage Space Heating Tariff J6/JT All consumption	4.94 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	
1.6	Off-Peak Storage Space Heating Tariff J8 All consumption	5.89 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	5.89 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	
1.8	Supply Charge On each account rendered	36.73 \$/qtr
2	GENERAL PURPOSE LOW VOLTAGE	
2.1	General Purpose Tariff E First 7000 kWh/month	20.90 c/kWh
	Balance	16.56 c/kWh
	Supply Charge – on each account rendered	14.45 \$/mth
2.2	General Purpose Tariff E1 (Available only to installations currently taking supply under this tariff) Energy Prices: 7 am to 11 pm	
	First 5500 kWh/month	24.39 c/kWh
	Balance	16.46 c/kWh
	11 pm to 7 am	
	All consumption	6.15 c/kWh
	Supply Charge – on each account rendered	14.45 \$/mth
2.3	Commercial Residential Tariff G (Available only to installations currently taking supply under this tariff) First 5000 kWh/month	22.32 c/kWh
	Balance	17.82 c/kWh
	Supply Charge – on each account rendered	14.45 \$/mth
2.4	General Purpose Time-of-Use Tariff D Energy Prices Peak Periods (7 am to 11 pm Monday to Friday) All consumption	21.57 c/kWh
	Off-Peak Periods (All other times) All consumption	5.03 c/kWh
	Supply Charge – on each account rendered	14.45 \$/mth
2.5	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

15.71 c/kWh

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

3 COMMUNITY SERVICE

3.1 Community Service Tariff N

All consumption

18.08 c/kWh

Supply Charge – on each account rendered

15.80 \$/mth

3.2 Tariff N1

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

Energy Prices

7am to 11pm – All consumption

18.08 c/kWh

11pm to 7am – All consumption

6.01 c/kWh

Supply Charge – on each account rendered

15.80 \$/mth

4 FARM

4.1 Farm Tariff B

Energy Prices:

First 690 kWh/quarter

26.42 c/kWh

Next 14310 kWh/quarter

24.40 c/kWh

Next 72000 kWh/quarter

20.42 c/kWh

Balance

18.92 c/kWh

Supply Charge – on each account rendered

49.76 \$/qtr

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

26.42 c/kWh

Next 14310 kWh/quarter

24.40 c/kWh

Next 72000 kWh/quarter

20.42 c/kWh

Balance

18.92 c/kWh

11 pm to 7 am –

All consumption

7.06 c/kWh

Supply Charge – on each account rendered

49.76 \$/qtr

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