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SPECIAL

Gas Industry Act 1994

Under sections 48 MA and 48 MC of the **Gas Industry Act 1994** (as amended or replaced) 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 September 2001 until such time as the terms and conditions are varied in accordance with the **Gas Industry Act 1994**.

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

BETWEEN: TXU Pty Ltd (ABN 99 086 014 968), Level 33, 385 Bourke Street, Melbourne 3000 ("TXU");

AND The Customer

1. AGREEMENT

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

1.2 TXU must:

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

1.3 The Customer must:

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

2. REGULATIONS

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

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

3. CONNECTION

3.1 Connection

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

3.2 Application for Connection

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

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

- (d) if reasonably required by TXU or the Distributor, satisfy TXU that necessary safe, convenient and unhindered access to the Supply Address, and the meter is available;
- (e) if reasonably required by TXU or the Distributor, provide TXU with estimated gas load information for the Customer's proposed use of the Supply Address; and
- (f) not have an outstanding debt to TXU relating to a previous Supply Address (other than a final account from the immediately previous Supply Address, a debt the subject of a bona fide dispute, or for which repayment arrangements have been made).

4 ISSUING BILLS

4.1 TXU to issue bills

TXU must issue bills to the Customer for:

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

4.2 Quarterly Billing Cycle

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

5. CONTENTS OF A BILL

5.1 Form of bill

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

5.2 Information

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

- (a) the Customer's name and account number, Supply Address and any relevant mailing address;
- (b) the Meter Identification Register Number (MIRN) and MIRN checksum assigned to the Supply Point at the Customer's Supply Address from the date required by the Regulations;
- (c) the dates and total amounts of the immediately previous and current meter readings or estimates and consumption, or estimated consumption, in MJ (to the extent the data is available);
- (d) Relevant Tariff applicable to the Customer;
- (e) if TXU commences to directly pass through network charges to the customer, the separate amount of the network charge;
- (f) the amount payable;
- (g) the pay by date;
- (h) the amount of arrears or credit and the amount of any Refundable Advance provided by the Customer;
- (i) a summary of payment methods and payment arrangement options;
- (j) if the customer is a Domestic Customer, details of the availability of Concessions;
- (k) a telephone number for billing and payment enquiries and a 24 hour contact telephone number for faults and emergencies; and
- (l) in relevant languages, details of interpreter services.

5.3 Bundled charges

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

5.4 Graphs

- (a) TXU must include on the Customer's bill a graph showing the Customer's consumption for the period covered by the bill and, to the extent that data is available:
- the Customer's consumption for each billing period over the past 12 months; and
 - a comparison of the Customer's consumption for the period covered by the bill with the Customer's consumption for the same period of the previous year.
- (b) Clause 5.4 (a) does not apply to the Customer's first bill with TXU.

5.5 Other goods or services

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

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

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

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

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

6.2 Estimations

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

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

6.3 Adjustments

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

6.4 Unsuccessful attempt to read

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

6.5 Proportionate billing

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

6.6 Meter Testing

On request of the Customer, TXU must procure a test of the Customer's meter for accuracy in accordance with the requirements of the Gas Distribution System Code, subject to the payment of an Additional Retail Charge by the Customer. TXU must refund the Applicable Retail Charge if the meter is found to favour TXU by more than allowable in the Gas Distribution System Code.

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

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

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

7.2 Undercharging

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

- (a) in the case of a domestic customer, limit the amount to be recovered to no more than the amount undercharged in the 12 months prior to the Customer's last bill;
- (b) in the case of a business customer, limit the amount to be recovered to no more than the amount undercharged in the 3 years prior to the customer's last bill,
- (c) list the amount to be recovered as a separate item in a special bill or in the Customer's next bill together with an explanation of the amount;
- (d) not charge the Customer interest on the amount undercharged; and
- (e) if the Customer requests, allow the Customer time to pay the amount undercharged in a payment arrangement covering a period at least equal to the period over which the recoverable undercharging occurred.

7.3 Overcharging

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

8 PAYMENT OF A BILL**8.1 When payment is due**

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

8.2 Payment methods

TXU must offer the following payment methods to the Customer:

- (a) in person at a network of agencies or payment outlets;
- (b) by mail; and
- (c) by direct debit (the customer having agreed in writing to the amount and frequency of the direct debits.)

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

8.3 Payment in advance

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

8.4 Fees and charges for dishonoured payments

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

9 REFUNDABLE ADVANCES**9.1 Domestic Customers**

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

9.2 Business Customers

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

9.3 Use of Refundable Advances

- (a) TXU must pay to the Customer interest on the amount of a Refundable Advance at the Bank Bill Rate. Interest is to accrue daily and is to be capitalised (if not paid) every 90 days.
- (b) TXU must repay to the Customer and in accordance with the Customer's reasonable instructions the amount of a Refundable Advance, together with accrued interest, within 10 Business Days of the Customer:

- completing one year's payment (in the case of a Domestic Customer) or two years' payment (in the case of a Business Customer) by the pay by dates on TXU's initial bills; or
- ceasing to take supply at the Supply Address.

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

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

10 SHORTENED COLLECTION CYCLE

10.1 Retailer's right to apply a shortened collection cycle

TXU may only place the Customer on a shortened collection cycle in accordance with the Gas Retail Code.

11 DIFFERENT BILLING CYCLE

11.1 Customer's right to negotiate a different Billing Cycle

Subject to clause 11.2, TXU and the Customer may agree a Billing Cycle with a regular recurrent period other than two months. That agreement is not effective unless the Customer gives Explicit Informed Consent. TXU may impose an Additional Retail Charge on the Customer for making the different Billing Cycle available.

11.2 Former franchise customers

A Deemed Customer who was on a monthly or two month Billing Cycle on 31 August 2001 continues on and from that date with the same Billing Cycle terms until such time as the Customer is no longer a Deemed Customer.

12 PAYMENT DIFFICULTIES

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

12.2 Assessment and assistance to Domestic Customers

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

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

12.3 Energy efficiency audits

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

12.4 Debt collection

TXU:

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

12.5 Credit reporting

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

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

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

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

13.2 Requirements for an instalment plan

TXU offering an instalment plan must:

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

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

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

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

- (A) if the Customer is on a shortened collection cycle under clause 10.1, not less than 14 Business Days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 20 Business Days from the date of dispatch of the bill; or
 - (B) otherwise, not less than 22 Business Days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 28 Business Days from the date of dispatch of the bill; and
- (c) TXU has included in the disconnection warning:
- a statement that TXU may Disconnect the Customer on a day no sooner than seven Business Days after the Date of Receipt of the disconnection warning; and
 - a telephone number for payment assistance enquiries; and
- (d) if the Customer has called that telephone number, TXU has responded to the Customer's enquiry and has provided advice on financial assistance, and, before disconnection, the Customer:
- (e) does not provide a Reasonable Assurance to TXU that the Customer is willing to pay TXU's bills; or
 - (f) provides a Reasonable Assurance to TXU that the Customer is willing to pay TXU's bills but then:
 - does not pay TXU the amount payable by the pay by date on the relevant disconnection warning. This does not apply if TXU and the Customer have agreed to a new payment arrangement;
 - does not agree to a new payment arrangement within 5 Business Days after the Date of Receipt of the disconnection warning; or
 - does not make payments under such a new payment arrangement.
- To avoid doubt, if the Customer does not agree to such a new payment arrangement or does not so make payments under such a new payment arrangement, TXU may Disconnect the Customer without again having to observe this clause 14.1.

14.2 Domestic Customers without sufficient income

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

14.3 Denying access to the meter

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

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

14.4 Refusal to provide Refundable Advance

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

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

14.5 The Customer's right to request disconnection

On request, TXU must Disconnect the Customer.

14.6 Disconnection for other reasons under the Regulations

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

15 NO DISCONNECTION**15.1** Despite clause 14, TXU must not Disconnect the Customer:

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

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

If TXU has Disconnected the Customer as a result of:

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

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

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

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

- (a) the Customer makes a request for reconnection before 3pm on a Business Day, TXU must reconnect the Customer on the day of the request; or
- (b) if the Customer makes a request for reconnection after 3pm on a Business Day, TXU must reconnect the Customer on the next business day or, if the request also is made before 9 pm and the Customer pays any applicable Additional Retail Charge, on the day requested by the Customer.

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

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

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

16.4 Disconnection due to Customer Breach

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

17 TERMINATION**17.1 Termination by Customer**

- (a) The Customer may terminate this Agreement with TXU. If the Customer is a Standing Offer Customer, the Customer must give 28 days notice. If the Customer fails to give notice, TXU may invoice and the Customer must pay an Additional Retail Charge. A Deemed Customer need not give any notice.
- (b) This Agreement will terminate upon the Customer entering into an agreement on different terms with TXU with the Customer's Explicit Informed Consent, the Customer Transferring to another Retailer, or the Customer no longer being a Deemed Customer, Standing Offer Customer or a Default Customer.

17.2 Termination for Customer's breach

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

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

17.3 Termination due to operation of Gas Industry Act

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

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

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

TXU shall charge the Customer and the Customer must pay for:

- (a) gas supplied in accordance with the Relevant Deemed Tariff, Standing Offer Tariff, or Default Tariff and the Additional Retail Charges.

- (b) All Additional Retail Charges and any other charges payable under this Agreement are GST exclusive, and the Customer must, in addition to any other amount, pay to TXU any goods and services tax, value added tax or other like tax ("GST") payable by TXU as a consequence of any supply made or deemed to be made by TXU in connection with this Contract.
- (c) any other goods or services supplied by TXU to the Customer; and,
- (d) where permitted by the Regulations, for any other charges applied by the Distributor relating to the supply, but not sale, of gas to the Customer's Supply Address and for any payment or damages permitted or required to be recovered from the Customer under the Regulations for breach of this Agreement.

18.2 Variation in Relevant Tariff

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

18.3 Change in Customer's use

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

19 CUSTOMERS' OBLIGATIONS

19.1 Access to Supply Address

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

19.2 Provision of Information

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

- (a) any change in responsibility for the payment of TXU's bill;
- (b) a relevant change to the Customer's contact details;
- (c) a change to the major gas usage purpose of the Customer's Supply Address;
- (d) a change affecting access to metering equipment; or
- (e) proposed change to plant or equipment which may affect the quality or safety of the supply of gas to the Customer or any other person.

19.3 Vacating a Supply Address

The Customer must give TXU at least 3 Business Days notice of the date on which the Customer intends to vacate the Customer's Supply Address, and a forwarding address to

which a final bill may be sent. If the Customer does not give notice, the Customer remains responsible for paying for gas consumed at the Supply Address until the Customer gives TXU at least 3 Business Days notice or until a new Customer has a contract for the sale of gas to the Supply Address (whichever occurs first). A Customer will not be responsible for paying for gas consumed at the Supply Address for its failure to provide 3 Business Days notice prior to moving if the customer can demonstrate to TXU that the Customer was evicted or otherwise forced to vacate the Supply Address earlier, but the Customer shall remain responsible for notifying TXU that it is no longer at the Supply Address.

19.4 Compliance and Co-operation

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

19.5 Use of supply

The Customer must not:

- allow gas supplied by TXU to the Customer's Supply Address to be used at another Supply Address;
- take at the Customer's Supply Address, gas supplied to another supply address;
- supply gas to any other person, except in accordance with a licence issued by the Office or an exemption granted under the **Gas Industry Act 1994**;
- tamper with, or permit tampering with, the meter or associated equipment;
- bypass, or allow gas supplied to the Supply Address to bypass, the meter;
- exceed the maximum daily quantity or maximum hourly quantity (where notified by the Distributor) of the Customer's Supply Point without the prior written consent of TXU;
- allow gas supplied under a residential tariff to be used for non-residential purposes; or
- allow gas supplied under a specific purpose tariff to be used for another purpose.

19.6 A tenant's obligations

Where, because the Customer is not the owner of the Customer's Supply Address, the Customer is unable to fulfil an obligation under this Agreement, the Customer must seek to have the owner or other person responsible for the Supply Address fulfil the obligation pursuant to the agreement, arrangement or undertaking by which the Customer occupies the Supply Address.

19.7 The Customer's obligations at the Supply Address

- (a) The Customer must, in accordance with the Gas Distribution System Code, ensure that the distribution network or the quality of Supply to other Customers is not adversely affected by the Customer's actions or equipment.
- (b) Subject to clause 19.7(c), the Customer must;
 - maintain the metering installation at the Customer's Supply Address in a safe condition;
 - provide and maintain at the Customer's Supply Address a facility to protect the Distributor's equipment which meets the requirements of the Regulations; and
 - provide safe, convenient and unhindered access to the Supply Address to enable work to be carried out.

- (c) The Customer must not;
- use the gas supply in a manner that the Customer ought reasonably to be aware may interfere with the Distributor's Distribution System or with Supply to any other gas installation or cause damage or interference to any third party; or
 - interfere, or knowingly allow interference, with the Distributor's Distribution System or any metering equipment at the Supply Address, except as may be permitted by law.

20.1 TXU's charter

- (a) TXU must give a copy of its charter to the Customer:
- to Standing Offer Customers, as soon as practicable following the Commencement Date;
 - to Default Customers, as soon as practicable following TXU becoming aware it is selling and supplying gas to the Default Customer;
 - on request, the copy to be handed to the Customer or posted within 2 business days of the request; and
 - to Deemed Customers, as soon as practicable after 1 September 2001.
- (b) The charter must summarise all rights, entitlements and obligations of TXU and the Customer relating to the supply and sale of gas and other aspects of their relationship under this Agreement and the Regulations.
- (c) On request, TXU must provide the charter to the Customer in large print or, if TXU has a significant number of Customers from the same non-English speaking background as the Customer, in the Customer's other language.
- (d) TXU must periodically include a statement on the Customer's bills that, on request, the Customer is entitled to a free copy of TXU's Charter.

20.2 The Gas Retail Code

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

20.3 Advice on available tariffs

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

20.4 Concessions

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

21 Energy efficiency advice

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

22 HISTORICAL BILLING INFORMATION

22.1 Records

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

22.2 Access to historical billing data

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

23 COMPLAINTS AND DISPUTE RESOLUTION**23.1 Complaint handling**

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

23.2 Advice on Customer's rights

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

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

23.3 Energy and Water Ombudsman

TXU must include information about the Energy and Water Ombudsman Victoria on any disconnection warning.

24 PRIVACY AND CONFIDENTIALITY

- 24.1 TXU must comply with any condition of its licence to sell gas, and with any relevant Gas Guideline, concerning the use or disclosure of personal information about the Customer. Subject always to any Gas Guideline, TXU may use and disclose information provided by the Customer and information obtained as a result of this Agreement for any purposes related to or in connection with the Supply of energy to the Customer, subject always to the Customer's personal information remaining confidential. TXU may not disclose any personal information provided by the Customer or any personal information obtained as a result of this Agreement for any other reason unless it is required in order to meet TXU's obligations under this Agreement or under the Regulations subject always to the Customer's personal information remaining confidential.
- 24.2 The Customer consents and agrees to TXU using and disclosing the information as set out in clause 24.1, save that the Customer may withdraw its consent upon notice to TXU.

25 ILLEGAL CONSUMPTION

- (a) Despite clause 7.2, if TXU has undercharged or not charged the Customer as a result of the Customer's fraud or consumption of gas intentionally otherwise than in accordance with the Regulations, TXU may estimate the consumption for which the Customer has not paid and take debt recovery action for all of the unpaid amount.
- (b) Clause 12.2 does not apply if, in the Customer's dealings with TXU, the Customer is convicted of an offence involving fraud or theft.
- (c) Where the Customer's action in obtaining Supply otherwise than as permitted by this Agreement results in damage to equipment belong to TXU, the Distributor or their agents, the Customer may be liable for repair or replacement costs and TXU or the Distributor may take action to recover such costs.
- (d) Upon TXU being notified of or otherwise become aware that it is supplying gas to a Default Customer, if it has not already done so in addition to the provisions of 25(a) it may require the Default Customer to provide the information required under clause 3.2.

26 ADDITIONAL RETAIL CHARGES

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

27 AMENDMENT

TXU may vary this Agreement by giving 1 months written notice to the Customer.

28 NOTICES

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

29 FORCE MAJEURE

In the event that the terms of the Gas Retail Code are amended during the term of this Agreement in relation to Force Majeure, the obligations and the benefits under the amended terms shall be incorporated into this Agreement immediately they take effect.

30 WAIVER

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

31 LIABILITY

- (a) The liability of TXU is limited to the maximum extent permitted under the Gas Retail Code and the **Gas Industry Act 1994**.
- (b) The indemnities of the **Gas Industry Act 1994** are not varied or excluded in any way.
- (c) To the fullest extent permitted by law, the liability of TXU for any breach of any condition, warranty or term whether under the Regulations or by implication of law, custom or usage is limited at TXU's sole discretion to any one or more of the following:
 - (i) in the case of a good supplied by TXU:
 - (a) the replacement of the good or the supply of an equivalent good;
 - (b) the repair of the good;

- (c) the payment of the cost of replacing the good or of acquiring an equivalent good; or
- (d) the payment of the cost of having the good repaired; or
- (ii) in the case of a service provided by TXU:
 - (a) the supplying of the service again; or
 - (b) the payment of the cost of having the service supplied again.

32 ASSIGNMENT

- 32.1 The Customer may not assign its rights under this Agreement without the prior written consent of TXU. TXU may assign and novate its rights and obligations under this Agreement upon giving notice in writing to the Customer. Without limiting any other manner in which notice may be given, a notice may be given by TXU by notice published in a newspaper circulating generally in Victoria.
- 32.2 The parties acknowledge that TXU may supply gas to a Customer under this Agreement as agent for Gascor pursuant to the Agency Agreement. The parties agree that in the event that the Agency Agreement ceases to apply in respect to a customer or ceases to be of effect or is terminated, all rights and obligations of the parties under this Agreement are preserved and shall continue as a contract directly between TXU and the Customer until otherwise terminated pursuant to the terms of this Agreement.

33 TITLE AND RISK

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

34 ENTIRE AGREEMENT

This Agreement as varied in accordance with its terms comprises the entire agreement between TXU and the Customer for the supply and sale of gas, except to the extent covered under any distribution agreements deemed by the Regulations.

35 GOVERNING LAW

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

36 DEFINITIONS

In this Agreement, unless the context otherwise requires:

Acceptable Identification in relation to:

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

Additional Retail Charge means a charge relating to the supply and sale of gas by TXU to the Customer other than a charge based on the tariff applicable to the Customer, as determined by TXU. To avoid doubt, any network charge or other charge relating to the supply, but not sale, of gas to the Customer's Supply Address is not an Additional Retail Charge, such as any charges levied by a Distributor and approved by the Office.

Agency Agreement means an agreement of that name between TXU and Gascor dated 14 August 1998.

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

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

Bank Bill Rate means for a day:

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

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

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

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

Business Day means a day other than a Saturday or Sunday or a Public Holiday.

Commencement Date means:

- (a) for a Deemed Customer, 1 September 2001,
- (b) for a Default Customer, the date the Customer commences to take supply of gas within the former TXU franchise area on or after 1 September 2001; or
- (c) for a Standing Offer Customer, the date the Customer advises TXU explicitly or by implication that it wishes to accept the Standing Offer.

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

- (a) Winter Energy Concession;
- (b) Group Homes Winter Energy Concessions; and
- (c) Utility Relief Grant Scheme.

Connect means the joining of a natural gas installation to a distribution system supply point to allow the flow of gas.

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

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

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

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

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

Default Customer means a customer (if any) who is deemed under sections 48ME and 48 MF of the **Gas Industry Act 1994** to have accepted an offer by TXU for the supply and sale of gas as if they were a Standing Offer Customer.

Disconnect means the separation of a natural gas installation from a distribution system to prevent the flow of gas.

Distributor means a person who holds a distribution licence under the **Gas Industry Act 1994**.

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

Gas Guideline means a guideline published by the Office.

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

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

Franchise Customer in relation to the period ending on 31 August 2001, means a franchise customer within the meaning of the **Gas Industry Act 1994** immediately before 1 September 2001.

Meter means an instrument that measures the quantity of gas passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of gas.

Natural Gas Installation means any gas equipment located at a customer's Supply Address downstream of the Supply Point that is not part of a distribution system.

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

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

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

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

Relevant Customer means a person, or a member of a class of persons, to whom an Order under section 48MB(3) **Gas Industry Act 1994** applies.

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

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

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

Retailer means a person who holds a retail licence under the **Gas Industry Act 1994**.

Standing Offer Customer means a person who notifies TXU that they wish to accept the terms of a standing offer made by TXU pursuant to s. 48 MA of the **Gas Industry Act 1994**.

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

Supply Point means supply point means the point where gas leaves the distribution system before being supplied to the customer, whether or not it passes through facilities owned or operated by another person after that point and before being so supplied.

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

TXU Franchise Customer in relation to the period ending on 31 August 2001, means a franchise Customer of TXU within the meaning of the **Gas Industry Act 1994** immediately before 1 September 2001.

Unmetered Supplies means gas supplies that are unmetered such as unmetered gas lights.

37 INTERPRETATION

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

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

- reconnect the natural gas installation at the customer's Supply Address to the Distributor's distribution system (as the case may be);
- (m) a reference to any party, authority, agreement, document, legislation, regulation, code or anything similar includes any successor to that person, authority or item;
 - (n) where an obligation under this Agreement is to be performed, or a period referred to ends, on a day that is not a Business Day that obligation shall be performed or the period shall end (as the case requires) on the next following Business Day; and
 - (o) if the Customer consists of more than one person, each person is jointly and severally bound by the obligations under the terms of this Agreement.

Appendix 1

Applicable laws and codes

This Agreement does not set out comprehensively all the rights, entitlements and obligations of TXU and the Customer relating to the supply and sale of gas and other aspects of their relationship. A list of other relevant applicable laws and codes as at September 2001 follows:

- Acts:
 - **Office of the Regulator-General Act 1994.**
 - **Gas Industry Act 1994**
 - **Gas Safety Act 1997**
 - **Trade Practices Act 1974 (Cth).**
 - **Fair Trading Act 1999.**
 - Regulations made under those Acts:
 - Gas Safety (Gas Installation) Regulations 1999
 - Gas Safety (Gas Quality) Regulations 1999
 - Orders in Council made under those Acts.
 - Market & System Operation Rules
 - Licences issued to TXU by the Office under the **Gas Industry Act 1994**
 - Codes:
 - Gas Third Party Access Code
 - Gas Distribution System Code
 - Guidelines published by the Office.
-

Gas Industry Act 1994

Under sections 48 MA and 48 MC of the **Gas Industry Act 1994** (as amended or replaced) TXU Pty Ltd (ABN 99 086 014 968) has determine the following tariffs for deemed customers and for domestic and small business customers to take effect on and from 1 September 2001 until such time as the tariffs are varied in accordance with the **Gas Industry Act 1994**.

GST Inc

(a) Domestic Tariffs**(1) Tariffs 01/02 – Multiple Residential**Tariff 01: Meter/Regulator capacity up to 50m³ per hourTariff 02: Meter/Regulator capacity over 50m³ per hour

Supply Charge Tariff 01	\$/ 2 months	30.22
Supply Charge Tariff 02	\$/ 2 months	102.59
Commodity Charge	c/MJ	1.0214

(2) Tariff 03 - Domestic General

Supply Charge	\$/ 2 months	14.85
Commodity Charge: 0 to 4,000 MJ	c/MJ	0.7632
Commodity Charge: more than 4,000 MJ (peak)	c/MJ	0.9728
Commodity Charge: more than 4,000 MJ (off-peak)	c/MJ	0.7639

(3) Tariffs 04/05 - Residential Bulk Hot Water Master MeterTariff 04: Meter/Regulator capacity up to 50m³ per hourTariff 05: Meter/Regulator capacity over 50m³ per hour

Supply Charge Tariff 04	\$/ 2 months	30.22
Supply Charge Tariff 05	\$/ 2 months	102.59
Commodity Charge: All Gas	c/MJ	1.0214

(4) Tariffs 10/11 - Bulk Supply to flats for storage water heatingTariff 10: Meter/Regulator capacity up to 50 m³/hourTariff 11: Meter/Regulator capacity over 50 m³/hour

Supply Charge: Tariff 10	\$/ 2 months	30.22
Supply Charge: Tariff 11	\$/ 2 months	102.59
Commodity Charge: All Gas	c/MJ	1.1075

(5) Tariff 09 – Gas Lights, unmetered

Standard two mantles light	\$/ 2 months	31.24
Additional Mantles	\$/ 2 months	15.62

(b) Commercial Tariffs**(1) Tariff 13 – meter/regulator capacity up to 100m³ per hour**

Supply Charge	\$/ 2 months	22.04
Commodity Charges:		
0-100,000 MJ (peak)	c/MJ	0.9734
0-100,000 MJ (off-peak)	c/MJ	0.7627
100,000 to 550,000 MJ (peak)	c/MJ	0.8739
100,000 to 550,000 MJ (off-peak)	c/MJ	0.5376
Greater than 550,000 MJ (peak)	c/MJ	0.5083
Greater than 550,000 MJ (off-peak)	c/MJ	0.4652

(2) Tariff 14 – meter/regulator capacity from 100.1m³/hr to 850m³/hr

Supply Charge	\$/ 2 months	201.91
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Commodity Charges:		
0-100,000 MJ (peak)	c/MJ	0.9733
0-100,000 MJ (off-peak)	c/MJ	0.7641
100,000 to 550,000 MJ (peak)	c/MJ	0.8739
100,000 to 550,000 MJ (off-peak)	c/MJ	0.5376
Greater than 550,000 MJ (peak)	c/MJ	0.5083
Greater than 550,000 MJ (off-peak)	c/MJ	0.4652
(3) Tariff 63 – Ministry of Housing Tariff		
Commodity Charge: All Gas	c/MJ	0.5379
(c) Industrial Tariffs		
(1) Tariff 21 – meter/regulator capacity up to 100m³ per hour		
Supply Charge	\$/ 2 months	22.04
Commodity Charges:		
0-100,000 MJ (peak)	c/MJ	0.9734
0-100,000 MJ (off-peak)	c/MJ	0.7627
100,000 to 550,000 MJ (peak)	c/MJ	0.8739
100,000 to 550,000 MJ (off-peak)	c/MJ	0.5376
Greater than 550,000 MJ (peak)	c/MJ	0.5083
Greater than 550,000 MJ (off-peak)	c/MJ	0.4652
(2) Tariff 22 - meter/regulator capacity from 100.1m³/hr to 850m³/hr		
Supply Charge	\$/ 2 months	201.91
Commodity Charges:		
0-100,000 MJ (peak)	c/MJ	0.9733
0-100,000 MJ (off-peak)	c/MJ	0.7641
100,000 to 550,000 MJ (peak)	c/MJ	0.8739
100,000 to 550,000 MJ (off-peak)	c/MJ	0.5376
Greater than 550,000 MJ (peak)	c/MJ	0.5083
Greater than 550,000 MJ (off-peak)	c/MJ	0.4652
(3) Tariff 08 - Standby Power Generation Tariff		
Supply Charge	\$ per GJ Input rating of gas engine	431.11
Commodity Charge: as specified in Tariffs 13, 14, 21 or 22, as appropriate		

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