



Victoria Government Gazette

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SPECIAL

Electricity Industry Act 2000

ORIGIN ENERGY ELECTRICITY LTD Standard Terms and Conditions for Standing Offers

These standard terms and conditions apply on and from 1 August 2001 to contracts for the sale and supply of electricity created when a customer accepts a standing offer under section 35 of the **Electricity Industry Act 2000**.

In these standard terms and conditions:

We and Us means Origin Energy Electricity Ltd (ACN 071 052 287) of Level 39, 50 Bridge Street, Sydney, NSW 2000, and **our** has a corresponding meaning.

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

PART 1: RELATIONSHIP WITH YOUR RETAILER

1 Supply and sale

1.1 Obligation to sell and supply

We will:

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

1.2 Obligation to pay

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

2 Term

2.1 Commencement

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

2.2 Duration

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

2.3 Vacating Premises (moving property)

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

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

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

2.4 Termination by you

If you have accepted our offer under section 35 of the **Electricity Industry Act 2000** and you wish to terminate your contract, you must give us 28 days notice.

2.5 Termination by us

We may terminate your contract if:

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

whichever occurs first.

2.6 Effect of termination

If your contract is terminated:

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

3 Price

3.1 Amount

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

3.2 Variation

We will give you notice in accordance with the Retail Code of any variation of

the Price as soon as practicable and in any event, no later than your next bill.

4 Billing and payment

4.1 Internet Billing

We may provide your bills online through internet billing ("Internet Billing") and if we offer to provide Internet Billing then you may elect to receive your bills online. If you do, then during any period when you use Internet Billing, these standard terms and conditions will apply subject to the amendments in schedule 2. Otherwise you will receive your bills by ordinary post.

4.2 Frequency of bills

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

4.3 Content

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

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

4.4 Estimated readings

Wherever possible, the bill will be based on an actual read of your electricity meter. If we cannot reasonably or reliably base a bill on our reading of your electricity meter we may provide you with an estimated bill based on:

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

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

4.5 Access

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

4.6 Date for payment

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

4.7 Payment methods

You may pay your bill:

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

4.8 Additional amounts

We may charge you an additional amount if:

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

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

4.9 Review of bill

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

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

4.10 Outcome of disputes

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

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

4.11 Adjustments

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

4.12 Financial hardship

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the "pay by date", you must notify us; or
 - (b) we believe that you may not be able to pay a bill by the "pay by" date,
- then we will offer you a range of options (including instalment plans) to assist you to pay us (see the Retail Code).

4.13 Shortened collection cycle

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

4.14 Instalment plans

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

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

If you so request, or we are permitted to do so under the Electricity Law, we may

disconnect, interrupt, discontinue or reduce the supply of electricity to you at the Premises.

5.2 Reconnection

If we have disconnected your supply as a result of:

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

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

6 Refundable Advances**6.1 Domestic Customers**

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

- (a) you owe an electricity supplier an Outstanding Amount (having regard to any relevant Electricity Guideline); or
- (b) within the previous two years you have used electricity otherwise than in accordance with applicable laws and Codes; or
- (c) we consider that you have an unsatisfactory credit rating (having regard to any relevant Electricity Guideline);
- (d) if you are a new customer, you have refused to provide us with acceptable identification; or

- (e) we have offered you an instalment plan and you have not accepted that offer.

6.2 Business Customers

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

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

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

6.3 Amount

The amount of a Refundable Advance will be:

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

6.4 Interest

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

6.5 Use of Refundable Advance

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

6.6 Credit assessment

You authorise us to conduct a credit

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

6.7 New connections

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

7 Customer information

7.1 Confidentiality

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

7.2 Changes

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

7.3 Other services

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

8 Dispute resolution

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

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

PART 2: OBLIGATIONS IN RESPECT OF ELECTRICITY DISTRIBUTION**9 Access**

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

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

10 Other obligations you must comply with

You agree to:

- (a) comply with the provisions of the Distribution Code which impose obligations on you and to allow your Distributor to enforce its rights under this Code;
- (b) comply with the Electricity Law;
- (c) ensure that:
 - (i) the distribution network; or
 - (ii) the quality of our supply to other customers,

is not adversely affected by your actions or equipment;

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

PART 3: GENERAL**11 Interpretation****11.1 Definitions**

In this document:

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

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

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

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

Electricity Guideline is defined in the Retail Code.

Electricity Law means all relevant legislation, statutes, regulations, codes, guidelines, orders in council, licences, proclamations, tariffs, directions or standards applicable to participants in the Victorian region of the National Electricity Market and includes the Retail Code, the Distribution Code, the **Electricity Industry Act 2000**, the **Electricity Safety Act 1998** and the National Electricity Law.

Internet Billing is defined in clause 4.1.

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

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

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

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

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

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

11.2 General

In this document unless otherwise stated:

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

12 Access to information

12.1 Retail Code

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

12.2 Customer Charter

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

12.3 Historical billing data

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

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

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

12.5 Available tariffs and variations

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

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

12.6 Concessions

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

12.7 Energy efficiency advice

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

13 Miscellaneous

13.1 Variation

We may vary your contract:

- (a) under section 35 of the **Electricity Industry Act 2000**; or
- (b) with the prior approval of the ORG by notice to you.

13.2 Quality of supply

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

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

13.3 Preservation of legislative provisions

These standard terms and conditions do not vary or exclude the operation of sub-section 78(1) of the National Electricity Law or sub-sections 117(1) or (2) of the **Electricity Industry Act 2000**.

Schedule 1 — Prices (clause 3.1)

The relevant tariff at any time is the tariff which has been determined by Us and published in the Government Gazette, and which applies at that time to you.

Schedule 2 – Internet billing (clause 4.1)

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

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

4.1A Cessation of Internet Billing

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

4.1B Online bills

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

4.1C Instalment Plan

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

2. Clause 4.7 is deleted and replaced with:

4.7 Payment Methods

You may pay your bills:

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

3. A new clause 4.15 is inserted as follows:

4.15 Failure to pay an online bill

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

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