



Victoria Government Gazette

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SPECIAL

Gas Industry Act 2001

Electricity Industry Act 2000

Under sections 42 and 44 of the **Gas Industry Act 2001** and under sections 35 and 37 of the **Electricity Industry Act 2000** each of TXU Electricity Limited (ABN 91 064 651 118) and TXU Pty Ltd (ABN 99 086 014 968) has determined and the Essential Services Commission has approved the following terms and conditions for their respective gas and electricity deemed customers and gas and electricity domestic and small business customers to take effect on and from 2 months from the date of this gazettal until such time as they are varied.

Part 1: When does this agreement start?

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

Part 2: What and when do you have to pay?

Your obligations to pay

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

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

We will provide information on the account that is required by the *Retail Code* (in accordance with *your* agreement with *us*) including itemised information on *your* charges, the amount payable, the pay-by date, telephone numbers for billing and payment enquiries and for faults or emergencies. *We* will also include a consumption graph on *your* account to the extent that the data is available.

What pricing applies to you?

We will charge *you* either the price published as being relevant to *your* usage and specified by *us* or the amount specially agreed between *you*

and *us*. The pricing *you* are on depends on the purpose of *your* usage. *You* can't use the *energy* for a different purpose. *We* may require *you* to change to a different price applicable to *your* usage, or *we* may retrospectively transfer *you* if *you* haven't given *us* notice of change of usage. Where the *regulations* allow it, the prices may change from time to time. If *we* change the price, *we* will notify *you* of the changes.

How often will you receive an account?

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

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

How can you pay your energy account?

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

Can you have your account reviewed?

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

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

If *you* are overcharged on an account, *we* will refund *you* in accordance with the *regulations*.

How do we calculate your account?

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

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

Is a security deposit required?

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

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

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

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

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

When we do refund your security deposit?

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

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

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

How do we manage credit and debit collection?

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

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

Part 3: Disconnection and reconnection

Why would we disconnect you?

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

If *you* are having trouble paying an account by the pay-by date, *you* must contact *us* immediately. *We* will not disconnect *you* for not paying *your* account before we have given *you* at least seven business days notice and:

In the case of residential customers:

- offered *you* an instalment plan or payment arrangement;
- given *you* information on government-funded concessions including the Utility Relief Grant Scheme; and
- upon request, given *you* an application form.

In the case of business customers:

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

Despite anything else in this agreement, *your energy* supply may be disconnected or interrupted for the following reasons:

- for non-payment in accordance with the *regulations*;
- if *you* do not provide *us* with access to the meter in accordance with the *regulations*;
- for health and safety reasons;
- for maintenance;
- in an *emergency*;
- at the direction or request of a *regulator*;

- if *you* are using *energy* in a way that does not meet the *regulations*;
- if *you* are required to, but fail to, give a security deposit; or
- if this agreement has terminated and *we* are permitted to by the *regulations*.

Are there times when you can't be disconnected?

- if *you*, or someone living with *you* depends on a life support machine or approved medical exemption,
- if *your* formal complaint to the Energy and Water Ombudsman of Victoria, directly related to the reason for disconnection, remains unresolved,
- if *your* application for an Utility Relief Grant has not been decided,
- for failing to pay *us* for something other than *energy*,
- after 2.00 pm Monday to Thursday, (or 3.00 pm for business customers), on a Friday, on a weekend, a public holiday, or on the day before a public holiday, except in the case of a planned interruption or other reasons as required by *your distributor*.

If you are disconnected, when will we reconnect your energy supply?

We will reconnect *your supply address* generally on or before the next business day once:

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

A reconnection fee may be charged. If *you* contact *us* by 3.00 pm on a business day, *we* will reconnect *your supply address* that day. After 3.00 pm and before 9.00 pm on a business day, *you* can still be reconnected that day for an after-hours reconnection fee.

Part 4: How to end this agreement

Is there a cooling off period?

Cooling off periods do not apply for existing, *deemed* or *default customers*.

For new customers, once *you* have entered this agreement *you* have the right to cancel it in writing within 10 business days¹. If *you* have consumed *energy* or other services during that time, *you* will have to pay *us* for it.

How can you end this agreement?

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

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

How can we end this agreement?

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

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

What effect does ending this agreement have?

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

What do you need to know if you are leaving your supply address?

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

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

Part 5: Other responsibilities**What are your other obligations?**

You need to:

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

What additional information can you request?

By contacting *our* customer service centre *you* can receive:

- information on *your* supply;
- accounts and information on how *you* can pay;
- typical running costs of appliances;
- *your energy* usage and how to save money on *your energy*;
- a large print copy of a summary of *your* agreement with *us*;
- a copy of the summary of *your* agreement with *us* in a foreign language;⁴
- a copy of the *Retail Code*, including a large print version;
- advice on pricing;
- historical billing information for *your supply address* for the last two years (a fee may be charged for additional or multiple requests);
- a language interpreter service;
- advice on the availability of independent financial counselling;
- information on concessions available to residential customers;
- advice on how to improve *energy* efficiency;
- *our* range of published prices;

- *our* additional retail charges;
- information on network charges; and
- information on *our* market contract prices.

What assistance do we provide for bill payment?

As a residential customer *you* have a right to:

- have *your* financial circumstances and hardships taken into account when negotiating instalment plans or other payment arrangements;
- receive a summary on request as to how *your* financial circumstances and payment capacity have been assessed;
- services that make paying *your energy* accounts easier – *we* offer *you* payment options and instalment plans that take into account *your energy* needs and capacity to pay;
- receive information on how to contact an independent financial counsellor;
- a home *energy* audit (a fee may be charged for this service);
- receive information on the Utility Relief Grant Scheme managed by the Department of Human Services; and
- information on government funded winter *energy* concessions.

Part 6: What to do if you are not satisfied

We try hard to ensure that problems don't arise. The good news is that when problems do arise, *we* have a clear and simple way to resolve them. *We* want *you* to tell *us* about *your* problem and *we* will make every effort to resolve it immediately at *your* initial contact. *We* will continue to work with *you* until the problem is resolved to *your* satisfaction.

Where concerns remain, *your* issue will be referred to *our* Customer Relations Unit, which will review the case and notify *you* of a decision. Some matters, such as *energy* supply quality problems, will have to be referred to a network provider and may take a longer time to resolve due to their technical nature. *We* will advise *you* where there is likely to be a significant delay in investigating *your* problem, provide *you* details of when *we* expect to have a resolution and how to contact *us* in the meantime.

In all cases *you* should talk to *us* first. It speeds resolution and allows timely review of

the matter, allowing *us* to make improvements for the benefit of all *our* customers. In the event that *you* are still not satisfied, *you* can refer *your* problem – free of any charge – to the Energy and Water Industry Ombudsman Victoria (EWOV), an independent dispute resolution scheme of which *we* are a founding member.

Part 7: Looking after your meter

What do we do to connect you?

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

What is your NMI and MIRN?

Your *NMI* and *MIRN* is a unique number on *your* property that identifies *your* electricity and gas meters respectively. If *you* switch *energy* retailers *you* must quote your *NMI* or *MIRN*. They will appear on *your energy* account.

What should you do if you think that your meter is faulty?

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

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

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

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

Part 8: Can this agreement be changed?

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

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

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

Part 9: In what circumstances are we not liable?

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

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

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

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

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

Further, to the extent permitted by the Trade Practices Act and the Goods Act, *our* liability to *you* for breach of any condition or warranty

implied by either of those Acts is limited (at *our* option) to, in the case of goods, the replacement of the good, supply of an equivalent good or payment of the cost of acquiring equivalent goods. In the case of a service, it is limited to the re-supply of the service or the payment of the cost of having the service supplied again.

When can we claim indemnity from you?

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

Who is liable if a force majeure event occurs?

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

If a *force majeure* event has occurred,

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

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

Part 10: Other rules that apply

Are there other rules that apply to this agreement?

This agreement is subject to any *regulations*, and *you* and *us* both agree to comply with all requirements in the *regulations*, except to the

extent modified by *your* agreement with *us* where that is permitted by the *regulations*. *You* must co-operate with *us* and the *distributor* in the exercise of their powers, rights or obligations under this agreement or the *regulations*.

In particular, the *Retail Code* sets out *our* obligations to *you*, and *your* obligations to *us*. This agreement is subject to any minimum requirements set out in the *Retail Code*, and will be amended automatically. It should be read as if this agreement has changed to reflect any changes occurring in the *Retail Code* from time to time. This agreement cannot be inconsistent with the *Retail Code*, and if it is, the relevant term and condition is void, and the term or condition of the *Retail Code* is deemed to form part of this agreement in its place. *We* will provide *you* with a free copy of the *Retail Code* upon request.

What happens if you have special medical needs?

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

Do we keep your information confidential?

We comply with the Privacy Act's standards of collection, disclosure and access of personal information. *We* collect *your* personal information where it is related to one or more of *our* business activities. This collection will always be by lawful means and the purpose of the collection shall always be clear and explicit.

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

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

If *you* believe the information *we* have about *you* is incorrect, *you* can ask for it to be changed. If *we* make a decision about *you*, or affecting *you*, *you* can ask to see the information about *you* on which *our* decision is based, and *you* can ask *us* to provide *you* with a written reason for the decision.

Further information on privacy matters can be obtained by applying in writing to: The Privacy Officer, TXU Australia, Locked Bag 14060, Melbourne City Mail Centre 8001 or visit *us* at www.txu.com.au/privacy

What happens if you tamper with the meter?

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

How can this agreement be transferred?

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

Part 11: Customer agreements

Who is a Deemed Customer?

If *you* have previously been an electricity customer of *ours* prior to 1 January 2001 or a gas customer of *ours* prior to 1 September 2001, the government has provided that an agreement is deemed to exist with TXU Retail, as summarised in this TXU Retail Energy Customer Charter. *We* will notify *you* if *we* change the terms and conditions of the deemed agreement.

The government has approved the deemed price which *you* pay for *energy*, and *we* will notify *you* of any changes to it from time to time.

You may choose to enter into a market contract with *us* or another retailer on different terms and conditions or remain on the deemed price. *Your* deemed contract will end if *you* move to an area with a different *distributor*, if *you* have chosen to enter into a different agreement, or as determined by the government.

Who is a Standing Offer Customer?

For new customers moving into *our* network area from 1 January 2001 for electricity customers, or 1 September 2001 for gas customers, who do not wish to enter into a market contract, the Essential Services Commission has approved standing offer terms and conditions as contained in this document.

If *you* choose a standing contract, *we* will ensure that *we* first receive *your* explicit informed consent. This contract will end when *you* move premises or accept a market contract. The government has approved the standing tariff which *you* pay for electricity, and *we* will notify *you* of any changes to it from time to time.

Who is a Market Contract Customer?

You may choose to sign an *energy* market contract with an *energy* retailer in which there are some variations to the terms and conditions in this Retail Energy Charter. The contract will begin after *we* have received *your* explicit informed consent and will end according to conditions specified in the terms and conditions. Market contracts are not required to be published and are not approved by the government.

How do we send notices to each other?

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

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

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

Part 12: Definitions of terms used in this agreement

“*additional retail charges*” means a charge relating to the supply and sale of *energy* by *us* to *you* other than a charge based on the price

applicable to *you*. To avoid doubt, any network charge or other charge relating to the supply, but not sale, of *energy* to *your supply address* is not an additional retail charge, such as any charges levied by the *distributor* and approved by the *ESC*.

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

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

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

“*emergency*” means an emergency or intervention in the market or direction requiring interruption, curtailment or disconnection of supply due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys, damages or threatens to destroy or damage any property, or anything which *we*, the *distributor* or the *regulator* or any authority under the *regulations* considers to be an emergency in their absolute discretion.

“*energy*” means gas, electricity or both depending on what *we* supply *you* with.

“*force majeure event*” means anything beyond the reasonable control of a party.

“*MIRN*” means the meter installation reference number for gas meters.

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

“*ESC*” means the *Essential Services Commission*.

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

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

“*Retail Code*” means the Electricity Retail Code or the Gas Retail Code (or both) depending on the *energy* we supply *you* with.

The *Retail Code* is issued by the *ESC* and is amended from time to time.

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

“*standing offer customer*” means a person who accepts a standing offer made by *us* pursuant to the *regulations*.

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

- (a) for current electricity customers of *ours* these terms and conditions will take effect on and from 1 January 2002;
- (b) for current gas customers of *ours* these terms and conditions will take effect on and from 2 July 2002;
- (c) for new *energy* customers, the later of:
 - (i) the date *you* have entered into this agreement;
 - (ii) any specific *start date* agreed with *us*; or
 - (iii) the date on which your *NMI* or *MIRN* has been transferred to *us*; and
- (d) for *default customers*, the date *you* are deemed to have entered into this agreement by the *regulations*.

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

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

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

In this agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of any part of this agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency and vice versa, and that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (e) an event which is required under any term or condition set out in this agreement to occur on or by a stipulated day which is not a business day may occur on or by the next business day;
- (f) *we* are not in a position to connect, disconnect or reconnect the system at *your supply address* to a *distributor's* distribution system. A reference in a term or condition set out in this agreement to *us* connecting, disconnecting or reconnecting *you* is to be construed in accordance with the *Retail Code*;
- (g) a reference to any party, authority, agreement, document, legislation, regulation, code or anything similar includes any successor to that person, authority or item;
- (h) if the customer consists of more than one person, each person is jointly and severally bound by the obligations under the terms of this agreement; and
- (i) where this agreement requires or permits *us* to perform an action or to use confidential information, then *we* may perform the action or use the confidential information through an agent, contractor or a related company.

¹ Five business days for agreements for energisation, unplugging or installation of a supply point.

² Other than *deemed customers*.

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

⁴ Italian, Greek, Chinese and Macedonian.

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