



Victoria Government Gazette

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Electricity Industry Act 2000 Gas Industry Act 2001

SIMPLY ENERGY, ABN 67 269 241 237, A PARTNERSHIP COMPRISING
IPOWER PTY LTD, ACN 111 267 228, AND IPOWER 2 PTY LTD, ACN 070 374 293
Standing Offer and Deemed Contract Terms –Victoria

1. OUR CONTRACT

1.1 The scope of our *contract*

These contract terms form part of a *standing offer contract* or *deemed contract* for the sale of *energy* to your *premises*. The other part of the *contract* is the *contract sheet*.

1.2 Important obligations on us under the *contract*

As a retailer selling *energy* under our retail licences:

- a. we agree to arrange for your distributor to connect your *premises* to its network, if the *contract* is a *standing offer contract* and you ask us to arrange connection. We will arrange the connection as soon as practicable and will contact your distributor no later than the next *business day* after your request;
- b. we agree to arrange for your distributor to supply *energy* to your *premises*; and
- c. we agree to sell to you the *energy* supplied to your *premises*.

1.3 Application of these contract terms to electricity and gas

If you purchase both electricity and gas from us, then we actually have two separate *contracts*, one for electricity and the other for gas. Any paragraph of these contract terms relating just to electricity or just to gas does not apply as a term of the *contract* for the other form of *energy*.

1.4 Understanding these contract terms

Words appearing in these contract terms *like this* have a special meaning and are defined in paragraph 13.6. Paragraph 13.7 includes some further rules for interpreting these contract terms.

2. HOW AND WHEN THE *CONTRACT* STARTS AND WHEN IT EXPIRES

2.1 When the *contract* starts

- a. If the *contract* is a *standing offer contract*, the *contract* starts when you accept our *standing offer* to sell *energy* to you.
- b. If the *contract* is a *deemed contract*, the *contract* starts at the time prescribed by the *law*.

2.2 When we start selling you *energy*

We start selling you *energy*, and you become obliged to pay us for *energy*, from when you commence to take a supply of *energy* at your *premises*.

2.3 When the *contract* expires

- a. Unless it is terminated earlier under paragraph 9 or 14.2, the *contract* will continue from when we start selling you *energy* for the term prescribed by *law* (or, if no term is prescribed by *law*, indefinitely).
- b. In accordance with the *law*, we will send you a notice before the term expires advising you of your options.
- c. If you do not take up any other option available to you, then the *contract* is instead to continue indefinitely on *charges* and terms which are the same as those of our then prevailing *standing offer* as published by us in the Government Gazette in accordance with the requirements of the *law* (subject to any necessary adaptation).

SPECIAL

3. **CHARGES**

3.1 **Energy charges**

You must pay us our *energy charges*.

3.2 **Our rates**

The *contract sheet* states the initial *rates* we use to determine our *energy charges*. It may state that some *rates* (such as off peak *rates*) may or may not be available to you, depending on your meter, or may include a number of different *rates*. In those cases, we will decide as soon as practicable after the *contract* starts which *rates* initially apply. Your first bill will state the *rates* that apply.

3.3 **Rate variations**

- a. We may vary your *rates* by publication in the Government Gazette in accordance with the requirements of the *law*. We will not do so more often than every six months.
- b. We will give you notice of *rate* variations under paragraph 3.3(a) which may be in a message on your bill. If the *rates* vary during a billing period, we will calculate your bill on a proportionate basis using the old *rates* before the variation and the new *rates* afterwards.

3.4 **Additional charges**

- a. You must also pay us:
 1. any *other distributor charges* we pay concerning the *energy* we sell you and related costs we incur;
 2. reasonable costs we incur if you do not give access to the *meter readers* or you request an unscheduled meter reading;
 3. for any additional services you request from us (including meter testing) unless the *law* requires us to provide that service free of charge;
 4. to the extent the *law* allows, any merchant service fees we incur because of the payment method you use in paying your bill;
 5. costs imposed on us if, due to fault on your part, payments you make to us are dishonoured or reversed;
 6. any other *additional charges* permitted by *law*; and
 7. *GST* at the prevailing *GST* rate on any taxable supplies made by us.
- b. Any *additional charge* will be fair and reasonable having regard to related costs we incur.

4. **BILLS**

4.1 **When bills are sent**

We will send you a bill:

- a. in the case of electricity, at least every three months;
- b. in the case of gas, at least every two months.

4.2 **Contents of a bill**

The bill will comply with the *law*. It will include:

- a. the amount you must pay for the *energy* consumed at your *premises*;
- b. a graph to help you understand your *energy* consumption;
- c. the pay-by date; and
- d. payment methods.

4.3 Bills based on meter readings

- a. As a general rule we will base your bills on readings of your meters.
- b. However in some cases the *law* may allow us to provide you with a bill based on an estimate of the *energy* consumed at your *premises*. If we do this and we subsequently obtain a meter reading or more reliable data, we will adjust your next bill as appropriate.
- c. In any event we will use our best endeavours to ensure your meter is read at least once in any 12 month period.
- d. If you ask us to replace an estimated bill with one based on a meter reading, we will do so and may impose an *additional charge* on you accordingly.

4.4 You can ask us to review bills

If you ask us to review a bill we will undertake the review in accordance with the *law*. We may require you to pay a proportion of the bill up to the amount the *law* allows. If the review shows the bill is correct, you must pay the unpaid amount or request a meter test which you must pay for if the test shows the meter is compliant. Should the review uncover an error, we will adjust the bill.

4.5 Adjusting your bill

- a. If we have undercharged you (or not charged you at all), we may recover from you what has been undercharged up to the amount allowed by the *law*. If we are required to do so by *law*, we will offer you the opportunity to pay us over a period equivalent to the period over which the recoverable undercharging occurred.
- b. If we have overcharged you we will inform you after we become aware of the overcharging and either provide you with a credit for or repay the overcharged amount as required by the *law*.

5. PAYING YOUR BILL

5.1 When you have to pay

You must pay us by the pay-by date stated on your bill. This will not be less than 12 *business days* from the date the bill is issued. Unless you use an automatic payment method, your bill is not paid until we actually receive the funds. Payments due on a non-*business day* may be paid on the next *business day*.

5.2 Payment methods

You may pay your bills by any of the payment methods stated on your bill.

5.3 Redirecting your bills

If you are unable to arrange payment due to illness or long absence, we will on request redirect your bills.

5.4 Applying your payments

- a. If we sell you electricity and gas we will apply payments as you direct or, if you do not give us a direction, in proportion to the respective amounts billed for electricity and gas.
- b. If we include a charge in our bill for any other good or service we have sold to you then, unless you direct us otherwise, we will apply your payments first to the *energy*.

5.5 Late payments

If we do not receive your payment by the pay-by date, we may take legal proceedings or other steps against you to recover the overdue amount and our recovery costs. However, before taking any steps we will comply with all requirements under the *law* in relation to payment difficulties you may be having.

5.6 Payment difficulties

- a. You must contact us if you anticipate it may not be possible for you to pay a bill by the pay-by date.
- b. If you so contact us, or we otherwise believe that you are experiencing difficulties paying your bills, we will assess your capacity to pay and may offer you assistance: information about your right to have your bills redirected to someone else, advice about independent financial counselling, information about *energy* efficiency and about various government assistance and concessions schemes and, in some cases, the option of an instalment plan.
- c. We may choose not to offer you this assistance if you have been convicted of an offence involving fraud or theft of *energy*.
- d. We have an obligation to offer an instalment plan in certain circumstances. If you are a domestic customer eligible under the *law* for an instalment plan, we will offer a plan conforming with the requirements of the *law* under which you will have the ability to either pay your bills by regular instalments in advance or to pay any overdue amounts and future bills by regular instalments. In either case you will be obliged to pay each instalment amount by the agreed pay-by date. We are not obliged to provide small business customers with an instalment plan. However, we will consider doing this if you ask. We may impose an *additional charge* if we accept your request.
- e. If you are consistently late paying your bills and we have complied with the requirements of the *law*, we may place you on a shortened collection cycle and will give you notice we have done so in accordance with the *law*.

5.7 Advance payments

You may pay us in advance. However, we do not pay interest on advance payments and will not refund them before the *contract* terminates.

5.8 Security deposits

We may require you to provide us with a *security deposit* if the *law* allows us to. This may be the case, for example, if you have an unsatisfactory credit rating and do not accept an instalment plan we offer you. We would determine the amount of the *security deposit* in accordance with the *law* and you would have to provide it within 10 *business days* after our request. We would pay you interest on the *security deposit* at a 90 day bank bill rate (or otherwise as required by the *law*). We could apply the *security deposit* and accrued interest against, or draw on it for, any amount you owed us under the *contract* in accordance with the *law* and would provide you with an account of how we used it. If having provided us with a *security deposit* you then paid all your bills by their pay-by date for the period required under the *law*, or you stopped taking a supply of *energy* at your *premises*, we would return the *security deposit*, together with accrued interest, in accordance with your reasonable instructions (or otherwise as required by the *law*).

6. OTHER OBLIGATIONS ON YOU

6.1 How you use *energy*

In using *energy* at your *premises*, you must comply with the *law*. You must:

- a. if we sell gas to you and you are a domestic customer, not use gas for non domestic purposes other than as a home office; and
- b. if you are a business customer, give us, within a reasonable time after we ask, an annual forecast of your *energy* demand and, if you anticipate a material change in your *energy* demand, give us at least 20 *business days* advance notice.

6.2 Meters and *supply points*

To facilitate the supply of *energy* to your *premises*, you must:

- a. protect and not disconnect, by-pass, interfere with or damage the meter or *supply point* and promptly notify us of any problems with them;

- b. give the *meter readers*, our personnel and your distributor, any of whom will be carrying official identification and will show it to you if you ask, safe, convenient and unhindered access at all reasonable times to the meter, the *supply point* and associated equipment for any reasonable purpose required;
- c. comply with directions from us or your distributor about the meter or the *supply point*;
- d. pay for additional or replacement meters if your needs change.

6.3 Safety and emergencies

You must at all times comply with directions from us or your distributor in an emergency in accordance with the *law*.

7. SUPPLY INTERRUPTIONS

7.1 Supply interruptions may occur

You agree that the supply of *energy* to your *premises* may be interrupted in certain circumstances and that, in those circumstances, you will immediately cease or reduce consuming *energy* at your *premises* and will comply with directions from us or your distributor. The relevant circumstances are when a supply interruption:

- a. is allowed or required under the *law*;
- b. occurs for reasons beyond our control;
- c. occurs because of steps taken by your distributor or the *market and system operator*;
- d. occurs because there is insufficient *energy* or system capacity to meet the needs of all consumers;
- e. is required to allow repairs, testing, maintenance or other works; or
- f. is necessary due to an emergency or for reasons of public health or safety or the protection of any person or property.

7.2 Keeping one another informed about supply interruptions

- a. Where reasonably possible and in accordance with the *law*, we or your distributor will give you prior notice of supply interruptions (though not necessarily in writing).
- b. If you inform us that supply to your *premises* has been interrupted and you want us to notify your distributor, we will do so as soon as practicable.

8. DISCONNECTION

8.1 When and how disconnection is arranged

- a. You may request disconnection. Once you ask us, we will arrange disconnection of your *premises* through your distributor in accordance with your request.
- b. In accordance with the *law*, and only if we comply with all of the requirements under the *law*, we may request your distributor to disconnect your *premises*:
 - 1. if you fail to pay us an amount we have billed by the pay-by date;
 - 2. if you deny access to your meter;
 - 3. if you refuse to pay a *security deposit*;
 - 4. if you are using *energy* illegally; or
 - 5. on other grounds the *law* allows.
- c. We will give you notice of our intention to disconnect your *premises* in accordance with the *law*, unless disconnection is due to an emergency, for health and safety reasons or for illegal use of *energy*.
- d. You must co-operate with and assist your distributor and our personnel in respect of any disconnection.

8.2 Restrictions on us disconnecting your premises

We must comply with restrictions under the *law* on disconnecting your *premises* including:

- a. where you have not paid our bill, restrictions that apply:
 1. if you are a domestic customer and your failure to pay occurs through lack of sufficient income;
 2. if the amount unpaid is less than any minimum set under the *law*;
 3. if there is an unresolved complaint about our bill;
 4. if you have an outstanding application for a concession; or
 5. if the unpaid amount is not for the supply or sale of *energy*;
- b. restrictions as to disconnecting electricity supply to premises registered by a distributor as having a life support machine or disconnecting gas supply to premises registered by us as having a medical exemption; and
- c. restrictions as to the times and days on which disconnection may take place.

8.3 Reconnection

If your *premises* has been disconnected for non-payment by you of a bill or a *security deposit* or because your meter is not accessible or you obtained supply illegally, and you rectify this within the time specified and in accordance with the *law*, you comply with all other *laws* and you pay any relevant *charges*, then, on request, we will arrange for your *premises* to be reconnected.

9. TERMINATION OF THE CONTRACT**9.1 By us**

We may terminate the *contract* by giving you notice if:

- a. we exercise our right to arrange disconnection of your *premises* and you are no longer entitled to be reconnected; or
- b. you enter into a new contract with us for your *premises* or transfer to another retailer.

9.2 By you moving out of your premises

- a. You must give us notice of the date on which you intend to move out, or moved out, of your *premises*, including a forwarding address to which a final bill for your *premises* may be sent.
- b. Your obligation to pay for *energy* supplied to your *premises* continues until three *business days* after when you give us your notice or when you move out, whichever is later, unless you show us you have been evicted in which case your obligation to pay continues only until when you give us your notice.
- c. In accordance with the *law*, your obligation to pay for *energy* supplied to your *premises* may end earlier if we enter into a new contract with another customer for the *premises*, if another retailer becomes responsible for the *premises* or if the *premises* are disconnected.
- d. Unless we agree to transfer the *contract* to your new premises, you terminate the *contract* by moving out of your *premises*.

9.3 By you giving us notice

You may terminate the *contract* by giving us 20 *business days* notice.

9.4 By virtue of the last resort arrangements

The *contract* will terminate if we are no longer entitled to sell *energy* due to a last resort event affecting us. For this purpose, within 1 *business day* we will provide your personal information (including name, billing address and metering and other information associated with your *premises*) to the entity appointed as the retailer of last resort. The *contract* will automatically terminate when the transfer to that entity becomes effective.

9.5 When we stop selling you energy

Despite anything else in these contract terms, termination of the *contract* will not be effective until:

- a. if the *contract* is terminated because you have entered into a new contract with us, when the cooling-off period for the new contract expires;
- b. if the *contract* is terminated because you are transferring to another retailer, when transfer to the other retailer becomes effective;
- c. if the *contract* is terminated because the *premises* have been disconnected, when you have no right to be reconnected.

9.6 Effect of termination

Termination of the *contract* does not affect any rights we have arising before or on termination.

10. INFORMATION, PRIVACY AND CONFIDENTIALITY**10.1 Information we need**

You must notify us as soon as possible if your contact details change or if there is any change in information relating to the supply of *energy* to your *premises*.

10.2 Information we will give you

- a. We will provide you with a copy of our customer charter in accordance with the *law*.
- b. On request and in accordance with the *law*, we will provide you with:
 1. reasonable information on our *energy charges* including those we have billed;
 2. general advice about *energy* efficiency;
 3. advice about how, from whom and at what estimated cost, you as a domestic customer may arrange for an *energy* audit of your *premises*;
 4. advice on the typical running costs of major domestic appliances;
 5. information about various government assistance and concessions schemes;
 6. historical billing information we have retained in accordance with the *law*;
 7. copies of our customer charter, our privacy policy, these contract terms and the *contract sheet*; and
 8. a copy of other documents as required by the *law* in large print if required.
- c. Where the *law* allows, we may impose an *additional charge* on you for providing this information.

10.3 Medical information

You must let us know if there is a life support machine in use at your *premises*. If you provide us with a supporting medical certificate, or a medical certificate to the effect that a person residing at your *premises* has a medical condition which requires a continued supply of gas, we will register your *premises* as having a medical exemption. In either case we will pass this information on to your distributor as soon as practicable and give you your distributor's emergency telephone contact number.

10.4 Confidentiality

Details of the *contract* are strictly confidential. Neither you nor we may disclose those details to another person, including after the *contract* ends, unless:

- a. the other consents;
- b. the disclosure is required by the *law*;
- c. the details have become public; or
- d. in our case, we are allowed to by our privacy policy.

11. COMPLAINTS

11.1 How you can raise complaints

You may raise a complaint with us in writing or orally. In doing so you must give us the reasons why you are complaining.

11.2 Our response

We will respond to your complaint in accordance with the *law* and best practice generally.

11.3 Escalation of a complaint

If you are not satisfied with our response, you can ask for your complaint to be raised to a higher level in our organisation.

11.4 Referring a complaint to the *Ombudsman*

You may also refer any complaint to the *Ombudsman* whose services are available to you without cost. However, you can only use the *Ombudsman* if you have first made your complaint to us and, having escalated the complaint, remain unsatisfied. You must also have raised the complaint with us within 1 year of becoming aware of the event giving rise to the complaint. You may accept or not accept the *Ombudsman's* decision, but if you accept it, the *Ombudsman's* decision will be final and binding.

12. LIABILITY

12.1 We will comply with the *law*

- a. In selling you *energy*, we will comply with the *law*. However, if we are excused from complying with any *law* by a regulatory authority, we are not obliged to comply with that *law* to the relevant extent.
- b. For the purposes of the *contract*, we will not have breached any *law* if we have, or your distributor has, acted under the direction of a regulatory authority.

12.2 The distributor is your supplier

You agree and acknowledge that:

- a. it is your distributor, not us, who connects or connected your *premises* to the network and who will maintain that connection;
- b. your distributor is responsible for supplying *energy* to your *premises* and for the quality and reliability of the *energy* supplied;
- c. the *energy* supplied to your *premises* may be subject to voltage, wave or frequency fluctuations (for electricity) or quality or pressure variations or deficiencies (for gas);
- d. as already stated in paragraph 7, the supply of *energy* to your *premises* may be interrupted; and
- e. we are not liable to you (under contract, tort (including negligence) or on any other basis) in respect of any of these matters.

12.3 You are responsible on your side of the *supply point*

We are not responsible for, and you accept all risks in respect of, the control and use of electricity on your side of the *supply point* and of gas on your *premises*.

12.4 Uncontrollable events

Obligations under the *contract* will be suspended if they cannot be met due to an event outside your or our control, as the case may be (excluding any obligation to pay money). If we are affected by such an event we will give prompt notice to you in accordance with the *law* and use best endeavours to remove, overcome or minimise the effects of the event (though we need not settle any industrial dispute unfavourably to us), as you must do if you are affected.

12.5 No implied conditions or warranties

- a. Nothing in these contract terms excludes, restricts or modifies any condition or warranty that the *law* does not allow us to exclude, restrict or modify. However, all other conditions and warranties, whether or not implied by the *law*, are excluded.

- b. The **Trade Practices Act 1974** (Cth) and other *laws* imply conditions and warranties into certain types of contracts for the supply or sale of goods and services. If any condition or warranty is implied into the *contract* under those *laws*, then our liability (if any) for breach of that condition or warranty in connection with any goods or services we supply under the *contract* is limited, as far as the *law* allows and at our option, to resupplying the goods or services (or paying for their resupply).

12.6 **Indemnity**

To the extent the *law* allows, you indemnify us against (and therefore must pay us for) loss or damage arising in connection with any failure by you to comply with any of your obligations under the *contract*, the control and use of any electricity on your side of the *supply point*, any damage to the *supply equipment* and the control and use of any gas on your *premises*, whether or not the *contract* has ended. You will not have to do this where the loss or damage is the result of the negligence of us, your distributor or a *meter reader*.

12.7 **Non-exclusion**

Nothing in the *contract* varies or excludes any limitation of liability or immunity we have under the *law*.

13. **LEGAL MATTERS**

13.1 **Notices**

Unless otherwise stated, all notices must be in writing. Notices can be given personally, by fax, by post or by e-mail, to an address or number set out in the *contract sheet*. If a notice is sent by post, it will be considered to have been received 3 *business days* after posting, unless in fact it is received earlier. Any changes to notice details must themselves be notified in writing.

13.2 **Governing law**

The laws of the State of Victoria govern the *contract*.

13.3 **Incorporation of the law by reference**

To the extent it is necessary to incorporate a provision of the *law* for any of these contract terms or for the *contract* generally to be *lawful*, that provision of the *law* is incorporated (subject to any necessary adaptation).

13.4 **Varying the contract**

We may vary the *rates* under or the terms of the *contract* by publication in the Government Gazette in accordance with the requirements of the *law*. Otherwise, subject to paragraph 14.3, we must agree any variation to the *contract* with you in writing.

13.5 **Transferring the contract**

You cannot transfer the *contract* to another person without our prior written consent. We will need your prior written consent to any transfer too, except that we may transfer the *contract* to another person together with any transfer of all or substantially all of our domestic or small business customer retail sales business in Victoria (in which case you appoint us to be your attorney to sign any document or do anything necessary to effect the transfer of the *contract*).

13.6 **Definitions**

In these contract terms:

additional charge means any *charge* other than an *energy charge*;

business day means a day other than a Saturday, a Sunday or a gazetted public holiday in Victoria;

charges means *energy charges* and other charges payable by you under the *contract*;

contract means the contract for the sale of *energy* to your *premises* as first mentioned in these contract terms in paragraph 1.1;

contract sheet means:

- a. in the case of a *standing offer contract*, either our *standing offer* to sell you *energy* signed by you or, if you verbally accepted our *standing offer* or accepted online, the confirmation of acceptance we subsequently provide to you;
- b. in the case of a *deemed contract*, the notice of the *charges* and other terms of the *deemed contract* we give to you as soon as practicable after we become aware that we have a *deemed contract* with you;

deemed contract means a contract between you and us for the sale of *energy* to your *premises* which, under the *law*, is deemed to have been entered into, for example, if you commence to take a supply of *energy* at your *premises* from us without having first entered into a contract with us;

energy means either electricity or gas;

energy charges means the *charges* for the *energy* we sell you;

GST means a goods and services or similar tax;

law means any law or regulatory or administrative document relating to the sale or supply of *energy*;

market and system operator means a body that administers the market for wholesale trading in *energy* in Victoria;

meter reader means a person authorised to read your meter;

Ombudsman means a relevant body responsible for handling our customers' complaints in Victoria;

other distributor charges means any amounts charged by your distributor in connection with your *premises* including connection, disconnection and reconnection charges but excluding charges charged by your distributor in connection with the supply of *energy* consumed at your *premises*;

premises means the premises stated in the *contract sheet* and any additional *premises* incorporated into the *contract* under paragraph 13.9 and, if there is more than one such *premises*, all of them together and each of them separately (as the context requires);

rate means a rate we use to determine our *energy charges*;

security deposit means cash or a guarantee, letter of credit or other form of credit support;

small customer has the meaning given to 'domestic or small business customer' in section 35 of the **Electricity Industry Act 2000** (Vic.) and section 42 of the **Gas Industry Act 2001** (Vic.);

standing offer means an offer to sell *energy* which we are required by the *law* to make;

standing offer contract means a contract resulting from your acceptance of our *standing offer*;

supply equipment means facilities installed at or near the *supply point* to deliver gas from the network, to regulate that delivery or to measure the gas withdrawn at the *supply point*; and

supply point means the point at which your distributor's network connects to the *energy* installation at your *premises* and includes your meter.

13.7 Interpretation

In these contract terms:

- a. **we, us or our** refers to Simply Energy ABN 67 269 241 237 or it refers to Simply Energy and you (as the context requires);
- b. **you or your** refers to the person or persons named in the *contract sheet* as customer and, if more than one person is named, refers to each of you separately and all of you jointly;

- c. a reference to:
 - 1. the singular includes the plural and vice versa;
 - 2. a document includes any variation or replacement of it;
 - 3. costs we incur include our internal costs;
- d. the words including, includes, such as or for example are not words of limitation; and
- e. headings are for convenience only and do not affect interpretation.

13.8 **Inconsistencies**

If these contract terms are different to or inconsistent with the *contract sheet*, the latter prevails.

13.9 **Multiple premises and portability**

If you ask us to extend the *contract* to additional premises or to transfer the *contract* to your new premises because you are moving, and the additional or new premises are also in Victoria, then we may offer to incorporate those premises into the *contract*.

14. **YOU MUST BE A SMALL CUSTOMER**

14.1 **Notice**

You must immediately notify us if you are not, or you cease to be, a *small customer*.

14.2 **Possible consequences if you are not a *small customer***

If you are not, or you cease to be, a *small customer* then we may terminate the *contract* by giving you notice and, unless the *law* disallows this, request your distributor to disconnect your *premises*.

14.3 **Basis on which the *contract* continues**

Until such time as we may terminate the contract under paragraph 14.2, the *contract* will continue, for the term prescribed by *law* (or, if no term is prescribed by *law*, indefinitely), not on these contract terms (except that paragraph 14.2 will continue to apply) but on the standard contract terms we apply to larger customers (subject to any necessary adaptation), and not on the *rates* and *charges* stated in the *contract sheet* or otherwise applicable to you while you were a *small customer* but on the standard rates and charges we apply to larger customers. We will give you notice of the new contract terms and *rates* and *charges* as soon as practicable after we become aware that you are not, or have ceased to be, a *small customer*.

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