



Victoria Government Gazette

No. S 352 Monday 8 December 2008
By Authority, Victorian Government Printer

Electricity Industry Act 2000

NEIGHBOURHOOD ENERGY PTY LTD ABN 97 109 118 578

Deemed and standing offer tariffs to residential and small business customers pursuant to sections 35 and 39 of the **Electricity Industry Act 2000** effective 8 January 2009 until such time as the tariffs are varied.

DOMESTIC

Citipower Network

	Excl. GST	Incl. GST	Units
D11C (GD/GR)			
First 1020 kWh/qtr	14.95	16.45	c/kWh
Balance	15.97	17.57	c/kWh
Supply charge	41.11	45.22	\$/qtr
D12C (GD/GR + Controlled Load)			
First 1020 kWh/qtr	15.80	17.38	c/kWh
Balance	16.80	18.48	c/kWh
Controlled load	7.78	8.56	c/kWh
Supply charge	41.70	45.87	\$/qtr
D25C (GH/GL)			
Peak (7 am–11 pm/Monday to Friday)	19.86	21.85	c/kWh
Off Peak	8.55	9.41	c/kWh
Supply charge	41.70	45.87	\$/qtr

Jemena Network

	Excl. GST	Incl. GST	Units
D11A (GD/GR)			
All kWh	16.47	18.12	c/kWh
Supply charge	38.51	42.36	\$/qtr
D12A (GD/GR + Controlled Load)			
All peak kWh	16.70	18.37	c/kWh
All controlled load kWh	8.61	9.47	c/kWh
Supply charge	39.06	42.97	\$/qtr
D25A (GH/GL)			
Peak (7 am–11 pm/Monday to Friday)	22.68	24.95	c/kWh
Off Peak	8.49	9.34	c/kWh
Supply charge	38.51	42.36	\$/qtr

Powercor Network

	Excl. GST	Incl. GST	Units
D11P (GD/GR)			
First 1000 kWh/qtr	16.64	18.30	c/kWh
Balance	17.68	19.45	c/kWh
Supply charge	44.77	49.25	\$/qtr
D12P (GD/GR + Controlled Load)			
First 1000 kWh/qtr	17.57	19.33	c/kWh
Balance	18.72	20.59	c/kWh
Controlled load	7.56	8.32	c/kWh
Supply charge	44.99	49.49	\$/qtr

SPECIAL

	Excl. GST	Incl. GST	Units
D25P (GH/GL)			
Peak (7 am–11 pm/Monday to Friday) – 1st 1000 kWh/qtr	21.49	23.64	c/kWh
Balance	22.13	24.34	c/kWh
Off Peak	8.44	9.28	c/kWh
Supply charge	44.77	49.25	\$/qtr

SP AusNet Network

	Excl. GST	Incl. GST	Units
D11S (GD/GR)			
All kWh	15.33	16.86	c/kWh
Supply charge	43.46	47.81	\$/qtr

	Excl. GST	Incl. GST	Units
D12S (GD/GR + Controlled Load)			
All peak kWh	16.57	18.23	c/kWh
Controlled load	9.39	10.33	c/kWh
Supply charge	48.53	53.38	\$/qtr

	Excl. GST	Incl. GST	Units
D25S (GH/GL)			
Peak (7 am–11 pm/Monday to Friday)	17.98	19.78	c/kWh
Off Peak	11.26	12.39	c/kWh
Supply charge	51.94	57.13	\$/qtr

United Energy Network

	Excl. GST	Incl. GST	Units
D11U (GD/GR)			
All kWh	16.27	17.90	c/kWh
Supply charge	38.51	42.36	\$/qtr

	Excl. GST	Incl. GST	Units
D12U (GD/GR + Controlled Load)			
All peak kWh	16.50	18.15	c/kWh
All controlled load kWh	8.89	9.78	c/kWh
Supply charge	39.06	42.97	\$/qtr

	Excl. GST	Incl. GST	Units
D25U (GH/GL)			
Peak (7 am–11 pm/Monday to Friday)	22.28	24.51	c/kWh
Off Peak	8.29	9.12	c/kWh
Supply charge	38.51	42.36	\$/qtr

SMALL BUSINESS**Citipower Network**

	Excl. GST	Incl. GST	Units
B11C (E)			
First 1250 kWh/month	15.76	17.34	c/kWh
Balance	15.61	17.17	c/kWh
Supply charge	20.30	22.33	\$/month

	Excl. GST	Incl. GST	Units
B27C (E1) (Peak 7 am–11 pm/7 days)			
Peak first 1250 kWh/month	16.38	18.02	c/kWh
Balance	16.27	17.90	c/kWh
Off Peak	8.38	9.22	c/kWh
Supply charge	25.89	28.48	\$/month

	Excl. GST	Incl. GST	Units
B25C (DH/DL) (Peak 7 am–11 pm/Monday to Friday)			
Peak	18.56	20.42	c/kWh
Off Peak	8.38	9.22	c/kWh
Supply charge	26.53	29.18	\$/month

Jemena Network

	Excl. GST	Incl. GST	Units
B11A (E)			
First 7000 kWh/month	16.67	18.34	c/kWh
Balance	14.89	16.38	c/kWh
Supply charge	17.63	19.39	\$/month
B27A (E1) (Peak 7 am–11 pm/7 days)			
First 5500 kWh/month	19.79	21.77	c/kWh
Balance	15.45	17.00	c/kWh
Off Peak	7.40	8.14	c/kWh
Supply charge	18.89	20.78	\$/month
B25A (DH/DL) (Peak 7 am–11 pm/Monday to Friday)			
Peak	20.29	22.32	c/kWh
Off Peak	7.43	8.17	c/kWh
Supply charge	18.89	20.78	\$/month

Powercor Network

	Excl. GST	Incl. GST	Units
B11P (E)			
Peak first 333 kWh/month	17.40	19.14	c/kWh
Balance	18.42	20.26	c/kWh
Supply charge	16.68	18.35	\$/month
B27P (E1) (Peak 7 am–11 pm/7 days)			
Peak first 333 kWh/month	19.61	21.57	c/kWh
Balance	20.30	22.33	c/kWh
Off Peak	7.35	8.09	c/kWh
Supply charge	17.46	19.21	\$/month
B25P (DH/DL) (Peak 7 am–11 pm/Monday to Friday)			
Peak (7–11/5 days) – 1st 333 kWh/month	20.40	22.44	c/kWh
Balance	20.83	22.91	c/kWh
Off Peak	7.35	8.09	c/kWh
Supply charge	17.46	19.21	\$/month

SP AusNet Network

	Excl. GST	Incl. GST	Units
B11S (E)			
All kWh	17.15	18.87	c/kWh
Supply charge	18.63	20.49	\$/month
B27S (E1) (Peak 7 am–11 pm/7 days)			
All Peak kWh	19.35	21.29	c/kWh
Off Peak	12.32	13.55	c/kWh
Supply charge	26.91	29.60	\$/month
B25S (DH/DL) (Peak 7 am–11 pm/Monday to Friday)			
All Peak kWh	19.35	21.29	c/kWh
Off Peak	11.71	12.88	c/kWh
Supply charge	20.70	22.77	\$/month

United Energy Network

	Excl. GST	Incl. GST	Units
B11U (E)			
First 7000 kWh/month	18.17	19.99	c/kWh
Balance	13.82	15.20	c/kWh
Supply charge	18.89	20.78	\$/month

	Excl. GST	Incl. GST	Units
B27U (E1) (Peak 7 am–11 pm/7 days)			
First 5500 kWh/month	21.48	23.63	c/kWh
Balance	15.53	17.08	c/kWh
Off Peak	8.48	9.33	c/kWh
Supply charge	18.89	20.78	\$/month
B25U (DH/DL) (Peak 7 am–11 pm/Monday to Friday)			
Peak	20.70	22.77	c/kWh
Off Peak	8.48	9.33	c/kWh
Supply charge	18.89	20.78	\$/month

NEIGHBOURHOOD ENERGY PTY LTD ABN 97 109 118 578

Deemed and Standing Offer
Standard Terms and Conditions**1. Purpose of this Contract**

These Standard Terms and Conditions are a Contract for the supply of electricity.

These Standard Terms and Conditions set out the terms on which we (**Neighbourhood Energy**) will supply you (**the customer**) electricity at your property (**Supply Address**).

2. General

In these Standard Terms and Conditions:

We and **us** means **Neighbourhood Energy Pty Ltd**, ACN 109 118 578 (**Neighbourhood Energy**) located at Suite 2, 431 Glenhuntly Road, Elsternwick, Victoria 3185 and **our** has a corresponding meaning;

You means you **the customer** obtaining the supply of electricity from us at a Supply Address nominated by **you** and **your** has a corresponding meaning.

3. Contract

This Contract between us and you is deemed to apply when requirements are met under the **Electricity Industry Act 2000**, as amended (**The Act**). Terms and conditions other than those set out in this document may be implied into this Contract as a matter of law and nothing in this Contract should be construed as restricting or excluding any such implied term.

4. Commencement of Supply

We will begin supplying you with electricity and will become your electricity retailer when you are deemed by the regulations to have entered an agreement on these terms and conditions. For clarity, this will be as soon as practicable after you apply for connection of your supply address. By no later than the next business day after you apply for connection we must make a request to the relevant distributor to connect your supply address to the distributor's distribution system.

5. Mutual Obligations

We agree that from the Commencement Date we will begin supplying you with electricity at the Supply Address and you agree to purchase that electricity from us on the terms and conditions set out in this Contract.

It is agreed that the quantity of electricity supplied by us to you at the Supply Address will be measured by the meter at the Supply Address.

It is agreed that Neighbourhood may impose an additional retail charge where the imposition is expressly provided for in a term or condition set out in the Energy Retail Code.

6. Billing, Pricing and Tariffs

We will bill you at least every three months for the supply of electricity to the Supply Address during the preceding period. We will bill you in accordance with our published prices for the electricity that we have provided you with.

Unless an actual meter reading is available the bills that we issue to you will be based on our best estimate of your likely usage based on the historical information available to us.

You have a right to reach agreement to a billing cycle shorter than three months but this would require your explicit informed consent.

We will bill you, and you must pay us for the electricity we supply to the Supply Address and the amount of your bill will be calculated in accordance with the following formula:

$$\text{Amount Due for Payment} = \text{Opening Balance} + \text{Total Charges for Current Account} - \text{Payments Received}$$

If we have billed you based on estimates of your electricity usage and we subsequently obtain a reliable meter readings we will adjust your subsequent bill accordingly.

We will provide information on the bill that is required by the Retail Code, including itemised information on your charges, the total amount payable, the date for payment of your bill, whether the bill is based on an actual meter reading or is estimated, We will include contact details for billing and payment enquiries, as well as for faults or emergencies. We will also provide graphs setting out your consumption and associated greenhouse gas emissions. You can request additional information by contacting our customer service centre, including information on your supply, your bills and payment arrangements, advice on electricity usage, our customer charter, assistance with languages other than English, information on our pricing and products, and assistance with financial hardship.

If we discover that we have failed to charge you or have undercharged you for certain periods we may add the uncharged amounts to your subsequent bill but in doing so and in seeking recovery of those uncharged amounts from you we will comply with the relevant provisions of the Energy Retail Code.

In addition to any charges outlined above, we may charge you for any fees, charges or other expenses that we incur if a payment on your account is dishonoured or reversed, you deny access or fail to provide us with reasonable and safe access to the Supply Address for the purposes of reading your meter, or where we are permitted to do so by the Energy Retail Code, an Act, Regulation or Order in Council.

7. **Payment**

All bills issued by us to you under this Contract will comply with the Energy Retail Code. All bills issued by us to you must be paid, using one of the payment options set out in the invoice, within 12 business days of the issue date of that bill, unless we have made separate written arrangement with you. Payment options include BPay, internet, telephone, direct debit, Australia Post Postbillpay and in person by cash cheque or credit card at any branch of Australia Post.

The total amount due and payable in relation to a bill issued by us to you shall be clearly set out as the 'Amount Due for Payment'.

If you anticipate that you may not be able to pay the 'Amount Due for Payment', you must contact us. We will assess your circumstances in accordance with the regulations and our Financial Hardship Policy, and will do those things required by the regulations to help you meet your commitments.

We will not disconnect you for not paying your bill before we have offered you an instalment plan or alternative payment arrangements and provided you with information on available concessions including the Utility Relief Grant Scheme. If agreed with you, we will consider conducting an energy efficiency field audit to assist you to address difficulties you may be having in paying our bill.

8. **Credit Checks**

We may, in our absolute discretion, undertake a credit check on you through a credit-reporting agency. You authorise us to conduct a credit assessment of you using any information we have to establish your creditworthiness. This will be undertaken in accordance with the Energy Retail Code and all relevant legislation.

For clarity we may require a security deposit as permitted by the regulations if

- a. you still owe money from a previous address;
- b. you have used electricity unlawfully within the past two years;
- c. you have refused to provide suitable identification; or
- d. you have an unsatisfactory credit rating and have not accepted an instalment plan offered in accordance with our Financial Hardship Policy.

9. Refundable Advances

We may require you to provide us with a refundable advance if:

- a. you have left a previous address or have transferred to an electricity retailer and still have relevant arrears in respect of the previous account;
- b. within the previous two years you have used electricity otherwise than in accordance with applicable laws and codes;
- c. you are a new customer and have failed to provide acceptable identification;
- d. we decide that you have an unsatisfactory credit rating; or
- e. your account is in arrears and you have failed to accept an instalment plan offered to you by us.

If we require a refundable advance, we will notify you of the amount we require – we will pay interest on a refundable advance based on the prevailing bank bill rate.

We may use the refundable advance and any accrued interest to offset any amount owed by you to us under this Contract if: you fail to pay a bill which results in the disconnection of your electricity supply and you no longer have a right of reconnection; you vacate the supply address, request to be disconnected or transfer to another retailer.

The refundable advance will be refunded to you within 10 business days if you pay a year's bills by their due date, or if you cease to take supply of electricity under this Agreement.

10. Access

You agree to provide unhindered and safe access to the meter at the Supply Address at all times to the agents of Neighbourhood Energy, the agents of your local Distributor or metering provider whilst you are a customer of Neighbourhood Energy and for a reasonable period thereafter.

You acknowledge that failure to provide access to the meter at the Supply Address can result in continuous estimated bills being issued and resulting in a disconnection under the Energy Retail Code.

11. Termination and Disconnection

We may disconnect the Supply Address and/or terminate this Contract in accordance with the regulations. We will not disconnect you for not paying your bill without giving you at least seven business days notice of this action. If you are a domestic customer who is having financial difficulties paying our bill, we will use our best endeavours to contact you in person or by telephone to discuss options available under our Financial Hardship Policy.

Your supply can be disconnected for a variety of reasons, which are summarised out below:

- a. on request by you;
- b. if your account remains in arrears following the issue and expiry of a disconnection notice, and you have failed to make alternative arrangements with us concerning your account within five business days of them being offered to you;
- c. you unreasonably refuse to provide us, our agents or your Distributor or its agents (as the case may be) with access to the Supply Address;

- d. if we conclude that you have fraudulently obtained electricity at the Supply Address; or
- e. you have refused to provide us with a refundable advance;
- f. you have vacated the Supply Address.

If we disconnect the Supply Address for any of the foregoing reasons and if any of those reasons are continuing 10 business days after the disconnection of the Supply Address, this Contract will terminate without further action from either you or us. If this Contract terminates in accordance with this clause you remain liable to us for any amounts owing from you to us under this Contract immediately prior to termination (including amounts not at that date billed by us).

We must follow the rules set out in the regulations before disconnecting you.

We will not disconnect you after 2 pm Monday to Thursday (or 3 pm for a business customer) or on a Friday, weekend, a public holiday or the day before a public holiday.

The Supply Address will not be disconnected and this Agreement will not be terminated if:

- a. it is a registered life support site and you have notified us and the local Distributor of this fact; or
- b. you have an outstanding application for a Utility Relief Grant for the Supply Address or for arrears of anything other than the supply of electricity.

You may terminate this Contract at any time.

If required under section 39(5)(b) of The Act, this deemed contract comes to an end at the end of the period covered by the second bill issued by us to you.

12. Vacating the Supply Address

You must provide us with no less than three business days notice if you intend to vacate the Supply Address and provide us with a forwarding address where we can send the final bill. If you do not notify us, you will remain responsible for the electricity consumed at the Supply Address for three business days after you give us notice, or until someone else has an agreement for the Supply Address. In the event that you are evicted or forced to leave the Supply Address, your responsibility ends after you notify us.

You will be responsible for the electricity supplied at the Supply Address until you have provided us with 10 business days notice that you are vacating the Supply Address or a new customer enters into a Contract for the supply of electricity to the Supply Address.

13. Illegal or Fraudulent Consumption

You must not use the electricity supplied to the Supply Address illegally and must not obtain a supply of electricity at the Supply Address either fraudulently or for fraudulent purposes. If you obtain electricity either fraudulently or for a fraudulent purpose we may bill you based on our best estimate of the amount of electricity that you have used but usage not paid for as a result of the breach and take debt recovery action for all of the unpaid amount. If you are convicted of an offence involving fraud or theft the regulations remove certain assistance requirements available to you in relation to payment difficulties you may be experiencing.

14. Assignment

We may assign, or otherwise dispose of the whole or any part of our interest in this Contract without your consent, to a person who acquires all or part of the retail business of Neighbourhood Energy.

15. Force Majeure

- a. If either you or us (**affected party**) are unable to comply with any of our respective obligations under this Contract due to a force majeure event or due to the Distributor, Generator or Producer's inability to supply energy or changes in applicable laws the compliance with that obligation by the affected party shall be suspended (except the obligation to pay any money owing) for as long as and to the extent that compliance with that obligation is affected by that *force majeure event*.

- b. The affected party must use its best endeavours to remove, overcome or minimise the effects of the *force majeure event* as quickly as possible.

Nothing in this clause operates to exclude or limit in any way section 177 of the **Electricity Industry Act 2000** (Vic.).

16. Variations and Amendments

We may amend or vary this Contract in accordance with the regulations, including notice in newspapers and on our website. We will provide at least two months notice before variations come into effect, and advise you in your next bill.

17. Energy Retail Code and Regulatory Requirements

- a. Any relevant provision that is required to be included in this Contract by a regulatory requirement that is not expressly included, is deemed to be incorporated as if it were a term of this Agreement.
- b. In the event of any inconsistency between a regulatory requirement and the terms of this Contract, the regulatory requirement will prevail. In the event there is express inconsistency between a regulatory requirement and a term of this Contract the relevant term of this Contract is void and the regulatory requirement is deemed to be part of this Contract in its place.
- c. Both you and us must perform our obligations and exercise our rights under this Contract in accordance with the requirements of the relevant regulatory requirement.

Definitions:

Additional Retail Charge: The same meaning as in the Energy Retail Code.

Business Day: Any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the **Public Holidays Act 1993**.

Cooling-Off Period: The period under the Energy Retail Code in which you have a right to cancel this Contract without penalty by giving written notice to Us – within ten business days from date when this Contract was made.

Distributor: The holder of the distribution licence of the electricity distribution network to which the Supply Address is connected;

Due Date: The date your bill becomes due and payable.

Energy Retail Code: The Victorian Energy Retail Code of the Essential Services Commission.

Essential Services Commission: The Essential Services Commission of Victoria.

Force Majeure Event: An event beyond the reasonable control of You or Us.

GST: Goods and Services Tax as defined under the GST Law.

GST Law: The definition given in **A New Tax System (Goods and Services Tax) Act 1999**.

Meter: The same meaning as in the Energy Retail Code.

Refundable Advance: means an amount of money or other arrangement acceptable to us as security against you defaulting on a bill.

Regulatory Requirements: means all relevant legislation, regulations, codes, guidelines, orders in council, licences, directions or standards applicable to participants in the Victorian region of the electricity market.

Relevant Arrears: means arrears on an account of an amount that is equal to or greater than an amount set by the Essential Services Commissioner from time to time, or if no amount is so set out, zero.

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