



Queensland Government
Department of Energy

Electricity Industry Code

made under the *Electricity Act 1994*

**Second Edition: made 20 July 2006
effective 1 September 2006**

This Second Edition of the Electricity Industry Code—

- was made under section 64FA of the *Electricity Act 1994* (**‘the Act’**) by Scott Flavell, Director-General of the Department of Energy, as Regulator under the Act on 20 July 2006;
- was approved, pursuant to section 64FB of the Act, by a regulation notified in the Queensland Government Gazette on 11 August 2006 (the *Electricity Regulation 2006*, section 87);
- pursuant to section 64FC of the Act, comes into effect on 1 September 2006; and
- replaces the First Edition of the Electricity Industry Code, which was made on 9 December 2004 and came into effect on 1 January 2005.

Amendment History

Edition	Date made by the Regulator	Effective date
1	9 December 2004	1 January 2005
2	20 July 2006	1 September 2006

Electricity Industry Code

Contents

CHAPTER 1:	THIS CODE	1
1.1	Introduction	1
1.1.1	Purpose	1
1.1.2	Authority	1
1.1.3	Date of effect	1
1.1.4	Application	1
1.1.5	Obligation to remedy	1
1.1.6	Amendment of <i>Code</i>	2
1.1.7	Interpretation	2
1.1.8	Other relevant instruments	2
CHAPTER 2:	MANAGEMENT OF DISTRIBUTION BUSINESSES	3
2.1	Application of this Chapter	3
2.2	Summer preparedness plans	3
2.2.1	<i>Summer preparedness plan</i>	3
2.2.2	Content of <i>summer preparedness plan</i>	3
2.2.3	Submission of <i>summer preparedness plans to regulator</i>	4
2.2.4	Compliance and reporting	4
2.3	Network management plans	4
2.3.1	<i>Network management plans</i>	4
2.3.2	Content of a <i>network management plan</i>	5
2.3.3	Submission of <i>network management plans to regulator</i>	6
2.3.4	Compliance	6
2.4	Minimum service standards	6
2.4.1	Purpose	6
2.4.2	<i>Minimum service standards</i>	7
2.4.3	Exclusions from <i>minimum service standards</i>	7
2.4.4	Review of <i>minimum service standards</i>	7
2.5	Guaranteed service levels	8
2.5.1	<i>Distribution authorities and retail authorities</i>	8
2.5.2	Application	8
2.5.3	Wrongful disconnection	8
2.5.4	Connections	8
2.5.5	<i>Customer</i> reconnection	9
2.5.6	<i>Hot water supply</i>	9
2.5.7	Appointments	10
2.5.8	Planned <i>interruptions</i>	10
2.5.9	Reliability	11
2.5.10	Not used	12
2.5.11	Claiming a <i>GSL rebate</i>	12
2.5.12	How a <i>GSL rebate</i> is paid	13

2.5.13	<i>Customers with card operated meters</i>	13
2.5.14	Processing claims	13
2.5.15	Caps on entitlements	14
2.5.16	<i>GST</i>	14
2.5.17	Effect of a <i>GSL rebate</i>	14
2.6	Reporting and monitoring	14
2.6.1	<i>Distribution entity</i> must monitor performance	14
2.6.2	Reporting requirements	15
2.6.3	Audit of <i>minimum service standards</i> performance	15
CHAPTER 3: CUSTOMER CONNECTION SERVICES		17
3.1	Application of this Chapter	17
3.2	Provision of this Code and other information	17
3.2.1	Provision of a copy of this <i>Code</i> and contracts	17
3.2.2	Other information	17
3.3	<i>Standard customer connection contract</i>	17
3.3.1	<i>Standard customer connection contract</i>	17
CHAPTER 4: CUSTOMER RETAIL SERVICES		18
4.1	Application of this Chapter	18
4.1.1	Application of this Chapter	18
4.2	Provision of this Code and other information	18
4.2.1	Provision of a copy of this <i>Code</i> and contracts	18
4.2.2	Other information	18
4.3	<i>Standard customer sale contracts</i>	18
4.3.1	Terms of <i>standard customer sale contract</i>	18
4.3.2	Notice of contract formed under section 49A of the <i>Electricity Act</i>	18
4.4	Commencement of <i>standard customer sale contracts</i>	19
4.4.1	Commencement of <i>standard customer sale contracts</i>	19
4.5	Ending of <i>standard customer sale contracts</i>	19
4.5.1	When a <i>standard customer sale contract</i> ends	19
4.6	Dealing with <i>customers</i>	19
4.6.1	Complaint handling	19
4.6.2	<i>Customer</i> communications	20
4.7	Illegal use	20
4.7.1	<i>Retail entities'</i> right of recovery for illegal use	20
4.7.2	Non-application of payment difficulties	20
4.8	Billing	20
4.8.1	Obligation to bill <i>quarterly</i>	20

4.8.2	How bills are issued	21
4.8.3	Other goods and services to a <i>customer</i>	21
4.8.4	Particulars on each bill	21
4.8.5	Average daily usage	22
4.8.6	Historical billing data	22
4.8.7	Bill format	23
<hr/>		
4.9	Meter reading	23
4.9.1	Meter reading for billing purposes	23
4.9.2	Estimated bills	23
4.9.3	Adjustments to subsequent bills	24
4.9.4	Advice that a bill is an estimated bill	24
4.9.5	Pass through of cost where access is denied	24
4.9.6	Unmetered supplies	24
<hr/>		
4.10	Undercharging and overcharging	24
4.10.1	Recovery of undercharges from <i>customers</i>	24
4.10.2	Limitations on recovery where due to <i>retail entity</i> or <i>distribution entity</i> error	24
4.10.3	Notice and payment to <i>customers</i> of overcharges	25
<hr/>		
4.11	Tariff changes and options	25
4.11.1	Obligations on <i>retail entities</i>	25
4.11.2	Change of tariff within a <i>billing cycle</i>	25
4.11.3	<i>Customer</i> applications	26
4.11.4	Effective date of transfer between tariffs	26
4.11.5	Change in tariff on notification by <i>customer</i> of change in use	26
<hr/>		
4.12	Payment	26
4.12.1	Minimum time for payment of a bill	26
4.12.2	Issue of reminder notices	27
4.12.3	Payment methods	27
4.12.4	Direct debit	27
4.12.5	Charge for dishonoured payments	27
4.12.6	Payments in advance	28
4.12.7	Long absence or illness	28
4.12.8	Concessions, rebates or grants	28
4.12.9	Payment difficulties	28
<hr/>		
4.13	Paying by instalments	29
4.13.1	Minimum instalment payment options	29
4.13.2	When a <i>retail entity</i> may require instalments in advance	29
4.13.3	When a <i>retail entity</i> does not need to offer an <i>instalment plan</i>	29
4.13.4	Obligations on <i>retail entities</i> when offering <i>instalment plans</i>	29
4.13.5	No limitation on payment options	30
<hr/>		
4.14	Review of a bill	30
4.14.1	Obligation to review a bill on request	30
4.14.2	Time frame for report on request	30
4.14.3	Payments during a review of a bill	30
4.14.4	<i>Customer</i> requests for testing of meters or <i>metering data</i>	30
4.14.5	Procedures following a review of a bill	31

4.15	Shortened collection period	31
4.15.1	Shortened collection period	31
4.15.2	<i>Retail entities'</i> obligations prior to placing a <i>customer</i> on a shortened collection period	31
4.15.3	Notice	32
4.15.4	Effect of <i>customer</i> compliance with shortened collection period	32
4.16	Security deposits	32
4.16.1	Requirement for <i>security deposit</i>	32
4.16.2	Amount of <i>security deposit</i>	32
4.16.3	Estimated monthly or quarterly bills	33
4.16.4	<i>Residential customers</i>	33
4.16.5	Increase of <i>security deposit</i> amount	33
4.16.6	<i>Business customers</i>	33
4.16.7	Interest on <i>security deposits</i>	34
4.16.8	Obligation to return a <i>security deposit</i>	34
4.16.9	<i>Retail entities'</i> obligations where no instruction given	35
4.16.10	Return of bank guarantee	35
4.16.11	<i>Retail entities'</i> obligations to comply with certain requests	35
4.16.12	Identification in a <i>retail entity's</i> accounts	35
4.16.13	Use of a <i>security deposit</i>	35
4.16.14	No unauthorised offset for goods and services other than electricity	35
4.16.15	Obligation to account	35
4.16.16	Transitional provision	36
4.17	Disconnection of a premises	36
4.17.1	Disconnection	36
4.17.2	Limitation on disconnection of <i>residential customers</i> in cases of financial difficulties	36
4.17.3	Obligations prior to disconnection of <i>residential customers</i>	37
4.17.4	Circumstances when a <i>residential customer</i> may be disconnected	37
4.17.5	No obligation to offer <i>instalment plan</i>	37
4.17.6	Limitation on disconnection of <i>small business customers</i>	37
4.17.7	Obligations on retail entity prior to disconnection of a <i>small business customer</i>	37
4.17.8	Circumstances when a <i>small business customer</i> may be disconnected	38
4.17.9	Denying access to a meter	38
4.17.10	Illegal use	39
4.17.11	<i>Security deposits</i>	39
4.17.12	Identification	39
4.17.13	When a <i>retail entity</i> must not arrange to disconnect	39
4.17.14	Request for final account or disconnection	40
4.18	Reconnection after disconnection	40
4.18.1	<i>Retail entity</i> and <i>customer</i> obligations	40
4.18.2	Time for reconnection	41
4.19	Special needs	41
4.19.1	<i>Life support equipment</i>	41

4.19.2	Cessation of requirement for <i>life support equipment</i>	41
4.19.3	Definition of <i>life support equipment</i>	41
4.19.4	Language needs	42
<hr/>		
4.20	Force majeure	42
4.20.1	Effect of <i>force majeure event</i>	42
4.20.2	Deemed prompt notice	42
4.20.3	Situations where clause 4.20.1(a) does not apply	42
4.20.4	Obligation to overcome or minimise effects of <i>force majeure event</i>	43
4.20.5	Settlement of industrial disputes	43
4.20.6	Non-exclusion	43
<hr/>		
CHAPTER 5:	GENERAL	44
<hr/>		
5.1	Definitions and interpretation	44
5.1.1	Definitions	44
5.1.2	Interpretation	49
	Schedule 1 - Reliability limits	50
ANNEXURE A - Standard Customer Connection Contract		
ANNEXURE B - Standard Customer Sale Contract		

Electricity Industry Code

CHAPTER 1: THIS CODE

1.1 Introduction

1.1.1 Purpose

The purpose of this *Code* is to:

- (a) require the preparation of annual management plans relating to a *distribution entity's supply network*;
- (b) set *minimum service standards* for a *distribution entity*;
- (c) set *guaranteed service levels* which require a *distribution entity* to provide a rebate to a *non-contestable customer* where those service levels are not met;
- (d) require a *distribution entity* to report to the *regulator* on its performance against the *minimum service standards* and *guaranteed service levels*; and
- (e) state the terms for a *distribution entity's standard customer connection contract* and a *retail entity's standard customer sale contract*.

1.1.2 Authority

This *Code* is made by the *regulator* under section 64FA of the *Electricity Act*.

1.1.3 Date of effect

Subject to section 64FC of the *Electricity Act*, this second edition of the *Code* takes effect on and from 1 September 2006.

1.1.4 Application

- (a) Each distribution entity must comply with this Code as a condition of its distribution authority.
- (b) Each host retail entity must comply with this Code as a condition of its retail authority.

1.1.5 Obligation to remedy

If a *distribution entity* or *retail entity* breaches this *Code*, it must remedy that breach as soon as practicable.

1.1.6 Amendment of *Code*

- (a) Subject to clause (b), the *regulator* may amend this *Code* on its own initiative or in response to a proposal by a *distribution entity* or a *retail entity* or other interested persons.
- (b) The *regulator* will not amend this *Code* unless:
 - (i) the following persons have been given a reasonable opportunity to make representations to the *regulator* concerning the amendment:
 - (A) all *distribution entities* and *retail entities* affected by the proposed amendments; and
 - (B) if *customers* are affected by the proposed amendments, relevant customer representative groups; and
 - (ii) those representations have been taken into account.
- (c) Paragraph 1.1.6(b) does not apply if the *regulator* is satisfied on reasonable grounds that an amendment is either:
 - (i) urgently required; or
 - (ii) not material.
- (d) In accordance with section 64FC of the *Electricity Act*, the *regulator's* amendments must be approved by regulation.

1.1.7 Interpretation

Words appearing like *this* are defined in clause 5.1.1.

1.1.8 Other relevant instruments

Not all aspects of a *distribution entity's* or *retail entity's* obligations are regulated by this *Code*. Their obligations and some aspects of their relationships with a *customer* are also affected by:

- (a) the *Electricity Act*;
- (b) the *Electricity Regulation*;
- (c) the *Electrical Safety Act*;
- (d) the *Electrical Safety Regulation*;
- (e) the *National Electricity Law*;
- (f) the *National Electricity Rules*; and
- (g) a *distribution entity's distribution authority* and a *retail entity's retail authority*.

CHAPTER 2: MANAGEMENT OF DISTRIBUTION BUSINESSES

2.1 Application of this Chapter

This Chapter applies to:

- (a) all *distribution entities*;
- (b) all *host retail entities*; and
- (c) unless otherwise specified, in relation to *contestable* and *non-contestable customers*.

2.2 Summer preparedness plans

2.2.1 *Summer preparedness plan*

If requested by the *regulator* before 31 May in any year, a *distribution entity* must prepare and submit a *summer preparedness plan* in accordance with this clause detailing how it plans to:

- (a) prepare its *supply network* for the upcoming summer to minimise outages of *customers'* electricity supply;
- (b) manage and minimise the impact of extreme weather events on *customers'* electricity supply;
- (c) identify and respond to *emergencies* that have the potential to impact on *customers'* electricity supply; and
- (d) keep *customers* informed of electricity supply issues over summer.

2.2.2 *Content of summer preparedness plan*

A *distribution entity* must include the following information in the *summer preparedness plan* (unless specified otherwise by the *regulator*):

- (a) specific activities to be undertaken before the start of summer and a timetable for implementing those activities, including:
 - (i) capital expenditure programs and initiatives; and
 - (ii) operational or maintenance expenditure programs and initiatives;
- (b) the capacity of the *distribution entity* to manage and respond to extreme weather events and *emergencies*, including:
 - (i) *emergency* response programs;

- (ii) the capacity of existing telephone and other customer information systems over summer;
 - (iii) its public communications strategy; and
 - (iv) staffing levels over summer and the ability to call on extra resources; and
- (c) such other matters reasonably notified by the *regulator*.

2.2.3 Submission of *summer preparedness plans* to regulator

If the *regulator* has requested a *summer preparedness plan* under clause 2.2.1, then a *distribution entity* must:

- (a) submit a draft *summer preparedness plan* for the upcoming summer to the *regulator* by 31 July of that year;
- (b) consider in good faith any reasonable changes to the draft *summer preparedness plan* recommended by the *regulator* and if the *distribution entity* does not propose to include the recommended changes in its final plan, it must give the *regulator* written reasons why it rejected the recommended changes;
- (c) submit a final *summer preparedness plan* to the *regulator* by 31 August of that year; and
- (d) publish the final *summer preparedness plan* on its website and, on request by a *customer*, must provide the *customer* with a copy of the final *summer preparedness plan*. The *distribution entity* may impose a reasonable charge for providing a *customer* with a copy of the *summer preparedness plan*.

2.2.4 Compliance and reporting

- (a) A *distribution entity* must use its best endeavours to implement a final *summer preparedness plan*.
- (b) By 1 April of each year, a *distribution entity* must give a report to the *regulator* on the effectiveness, and its compliance with the implementation, of a *summer preparedness plan* (if any) for the previous summer.

2.3 Network management plans

2.3.1 *Network management plans*

- (a) Before the start of each *financial year*, the *distribution entity* must prepare and submit a *network management plan* in accordance with this clause.
- (b) Each *network management plan* must detail how the *distribution entity* will manage and develop its *supply network* with the objective

of delivering an adequate, economic, reliable and safe connection and supply of electricity to its *customers* over the following five *financial years*.

2.3.2 Content of a *network management plan*

The *distribution entity* must include the following information in each *network management plan* (unless otherwise specified by the *regulator*):

- (a) an explanation of the background to the *network management plan* and its purpose;
- (b) general information about the *distribution entity's supply network*;
- (c) the operating environment including growth forecasts;
- (d) a statement of the *distribution entity's* planning policy and a qualitative assessment of its compliance with that policy;
- (e) a statement of the *distribution entity's* asset management policy (including its current key programs) and a qualitative assessment of its compliance with that policy;
- (f) the *distribution entity's* demand management strategy, including a description of the existing and planned programs and opportunities for demand side participation;
- (g) an analysis of the historical reliability performance for the previous five year period;
- (h) a statement of the reliability targets for the next five years and a description of major existing and planned reliability improvement programs, including details of major capital and operating and maintenance expenditure initiatives;
- (i) an evaluation of the *distribution entity's* performance in the preceding *financial year* against the *network management plan* for that year, including its implementation of major capital and operating and maintenance expenditure initiatives;
- (j) a risk assessment of the major constraints in the *distribution entity's* network and how they may be alleviated;
- (k) how worst performing feeders are defined and an analysis of the performance of worst performing feeders in the past *financial year* and of worst performing feeders identified in the preceding *network management plan*;
- (l) certification by the chief executive officer of the *distribution entity* that:
 - (i) the *network management plan* meets the *distribution entity's* obligations under its *distribution authority*;

- (ii) the *network management plan* accurately represents the relevant policies of the *distribution entity*;
 - (iii) the *distribution entity* has complied with those policies or details of where it has not complied; and
 - (iv) the *distribution entity* is committed to implementing the *network management plan*; and
- (m) such other matters reasonably notified by the *regulator*.

2.3.3 Submission of *network management plans* to regulator

- (a) The *distribution entity* must submit a draft *network management plan* for each five year period to the *regulator* by 30 June each year.
- (b) The *distribution entity* must consider in good faith any changes to the draft *network management plan* recommended by the *regulator*. If the *distribution entity* does not propose to include the recommended changes in its final *network management plan*, it must give the *regulator* written reasons why it rejected the recommended changes.
- (c) The *distribution entity* must submit a final *network management plan* for the five year period to the *regulator* by 31 August each year to take effect by 1 September of that year. A final *network management plan* shall remain in effect until 31 August of the following year.
- (d) The *distribution entity* must publish the final *network management plan* on its website and, on request by a *customer*, provide the *customer* with a copy. The *distribution entity* may impose a reasonable charge for providing a *customer* with a copy of the *network management plan*.

2.3.4 Compliance

The *distribution entity* must use its best endeavours to comply with its most recent final *network management plan*.

2.4 Minimum service standards

2.4.1 Purpose

- (a) The purpose of the *minimum service standards* is to:
 - (i) provide a standard against which a *distribution entity's* performance, by *feeder type*, will be assessed across the *supply network*; and
 - (ii) enable annual comparisons of a *distribution entity's* performance.
- (b) The *minimum service standards* do not constitute standards which are enforceable against a *distribution entity* by individual *customers*.

2.4.2 Minimum service standards

Subject to clause 2.4.3, a *distribution entity* must use its best endeavours to ensure that it does not exceed in a *financial year* the:

- (a) *SAIDI Limits*; and
- (b) *SAIFI Limits*,

applicable to its *feeder types* set out in the relevant table in Schedule 1.

2.4.3 Exclusions from *minimum service standards*

In determining whether a *distribution entity* has exceeded its *SAIDI Limits* or *SAIFI Limits*, the following *interruptions* will not be taken into account:

- (a) an *interruption* of a duration of one minute or less;
- (b) an *interruption* resulting from:
 - (i) load shedding due to a shortfall in generation;
 - (ii) a direction by *NEMMCO*, a *system operator* or any other body exercising a similar function under the *Electricity Act*, *National Electricity Rules* or *National Electricity Law*;
 - (iii) automatic shedding of load under the control of under-frequency relays following the occurrence of a power system under-frequency condition described in the *power system security and reliability standards*;
 - (iv) a failure of the shared *transmission grid*; or
 - (v) a direction by a police officer or another authorised person exercising powers in relation to public safety;
- (c) any *interruption* to the supply of electricity on a *distribution entity's supply network* which commences on a *major event day*; and
- (d) an *interruption* caused by a *customer's electrical installation* or failure of that *electrical installation*.

2.4.4 Review of *minimum service standards*

- (a) Before 1 July 2007, the *regulator* must review the *minimum service standards* to apply from that date. From then on, the *regulator* must review the *minimum service standards* every two years.
- (b) The *regulator* must consult with the *distribution entities* in conducting a review under paragraph (a).

2.5 Guaranteed service levels

2.5.1 Distribution authorities and retail authorities

This clause 2.5 constitutes a guaranteed service levels regime notified by the regulator for the purposes of a *distribution authority* and *retail authority*.

2.5.2 Application

- (a) Subject to paragraph (c), this clause 2.5 applies to a *non-contestable customer*:
 - (i) who is the named electricity account holder for a *premises*; or
 - (ii) if there is a card operated meter at a *premises*, who is the occupier of that *premises*.
- (b) A *distribution entity* is required to give only one *GSL rebate* per electricity account for each event giving rise to a *GSL rebate* regardless of the number of account holders or *premises* listed on the account affected by the event.
- (c) A *non-contestable customer* is not eligible for a *GSL rebate* for a *premises* which does not have a meter.

2.5.3 Wrongful disconnection

- (a) If a *distribution entity* wrongfully disconnects a *non-contestable customer*, then that *customer* is eligible for a *GSL rebate* of \$100 from the *distribution entity*.
- (b) A *distribution entity* wrongfully disconnects a *non-contestable customer* when:
 - (i) it was not entitled to do so under *electricity legislation* or relevant contractual arrangements with that *customer*; or
 - (ii) it fails to comply with the procedures for disconnection required of the *distribution entity* under the relevant contractual arrangements with that *customer*.

2.5.4 Connections

If:

- (a) a *non-contestable customer* is entitled, and has taken all necessary steps, to have its *premises* connected; and
- (b) that *customer's premises* do not require any extension of, or augmentation to, the *supply network* to enable the *customer's premises* to be connected; and

- (c) a *distribution entity* does not connect that *customer's premises* on the day agreed (or subsequently agreed) with that *customer*,

then that *customer* is eligible for a *GSL rebate* of \$40 from the *distribution entity* for each day it is late.

2.5.5 Customer reconnection

If:

- (a) a *non-contestable customer's premises* has been disconnected and the *customer* is entitled, and has taken all necessary steps, to have the *premises* reconnected; and
- (b) a *distribution entity* does not reconnect the *premises* within the time required in the table below,

then that *customer* is eligible for a *GSL rebate* of \$40 from the *distribution entity* for each day it is late.

Feeder type through which the customer's premises is supplied	Time required for reconnection
<i>CBD feeder / urban feeder</i>	<p>If the request is made by 1.00pm on a <i>business day</i>, then on the same day or as otherwise agreed with the <i>customer</i>.</p> <p>If the request is made after 1.00pm on a <i>business day</i>, then by the next <i>business day</i> or as otherwise agreed with the <i>customer</i>.</p> <p>If the request is made on a <i>non-business day</i>, then on the next <i>business day</i> or as otherwise agreed with the <i>customer</i>.</p>
<i>short rural feeder</i>	By the next <i>business day</i> after the <i>customer's</i> request or as otherwise agreed with the <i>customer</i> .
<i>long rural feeder / isolated feeder</i>	By the <i>business day</i> agreed with the <i>customer</i> .

2.5.6 Hot water supply

- (a) Subject to paragraph (b), if:
- (i) a *non-contestable customer* makes an inquiry to a *distribution entity* about a loss of *hot water supply*; and
- (ii) the *distribution entity* fails to attend the *premises* within the time required in the following table,

then that *customer* is eligible for a *GSL rebate* of \$40 from the *distribution entity* for each day it is late.

<i>Feeder type through which the customer's premises is supplied</i>	Time required to attend
<i>long rural feeder / isolated feeder</i>	By the <i>business day</i> agreed with the <i>customer</i> .
All other <i>feeder types</i>	Within one <i>business day</i> of the inquiry or as otherwise agreed with the <i>customer</i> .

- (b) A *distribution entity* is not required to attend the *premises* in response to a *hot water supply* inquiry under paragraph (a), if the *distribution entity* reasonably believes the fault is not caused by its *supply network* or associated control equipment.

2.5.7 Appointments

- (a) This clause 2.5.7 applies to an appointment which:
- (i) is made between a *distribution entity* and a *non-contestable customer* who has an existing account for the *premises*; and
 - (ii) relates to the *distribution entity* attending the *premises* for the purpose of:
 - (A) reading, testing, maintaining or inspecting the meter; or
 - (B) inspecting, altering or adding to the *customer's electrical installation*.
- (b) This clause 2.5.7 does not apply if a *non-contestable customer* is eligible for a *GSL rebate* under clauses 2.5.4 to 2.5.6.
- (c) When making an appointment, a *distribution entity* must specify a time or time period for the appointment. Any time period must not exceed the following:
- (i) for *ENERGEX* - a five hour period within a day; and
 - (ii) for *Ergon Energy* - a day.
- (d) A *distribution entity* may reschedule an appointment provided it notifies the *customer* before the day scheduled for the appointment.
- (e) Subject to paragraph (d), if a *distribution entity* makes an appointment and does not attend the *premises* at the specified time, or within the specified time period, then the *non-contestable customer* is eligible for a *GSL rebate* of \$40.

2.5.8 Planned interruptions

- (a) Except in the case of *emergencies*, if a *distribution entity* does not give a *non-contestable customer* at least two *business days'* notice of a *planned interruption* to that *customer's premises*, then the *non-*

contestable customer is eligible for a *GSL rebate* from the *distribution entity* as follows:

- (i) \$20 in the case of *residential customers*; and
 - (ii) \$50 in the case of *business customers*.
- (b) A notice may be given by mail, letterbox drop, press advertisement or any other means which are appropriate and reasonable in the circumstances.
- (c) If a notice is sent by post, a *non-contestable customer* is taken to have received it on the second *business day* after posting.

2.5.9 Reliability

- (a) This clause 2.5.9 takes effect on 1 July 2005.
- (b) Subject to paragraph (c), a *non-contestable customer* is eligible for a *GSL rebate* of \$80 from its *distribution entity* in either of the following circumstances:
- (i) each *interruption* to its *premises* which, if connected to:
 - (A) a *CBD feeder* - lasts longer than eight hours;
 - (B) an *urban* or *short rural feeder* - lasts longer than 18 hours; or
 - (C) a *long rural* or *isolated feeder* - lasts longer than 24 hours,

(“*interruption duration GSL*”); or
 - (ii) once that *customer* experiences the relevant number of *interruptions* at its *premises* in a *financial year* as set out in the following table (“*interruption frequency GSL*”).

<i>Distribution entity</i>	<i>Feeder type through which the customer’s premises is supplied</i>	<i>Number of interruptions in a financial year *</i>
<i>ENERGEX</i>	<i>CBD</i>	10
	<i>Urban</i>	10
	<i>Short Rural</i>	16
<i>Ergon Energy</i>	<i>Urban</i>	13
	<i>Short Rural</i>	21
	<i>Long Rural</i>	21
	<i>Isolated</i>	21
	* A customer is not entitled to more than one <i>GSL rebate</i> under clause 2.5.9(b)(ii) in a <i>financial year</i> .	

- (c) The following types of *interruptions* are excluded from paragraph (b):
- (i) an *interruption* of a duration of one minute or less;
 - (ii) an *interruption* resulting from:
 - (A) load shedding due to a shortfall in generation;
 - (B) a direction by *NEMMCO*, a *system operator* or any other body exercising a similar function under the *Electricity Act*, *National Electricity Rules* or *National Electricity Law*;
 - (C) automatic shedding of load under the control of under-frequency relays following the occurrence of a power system under-frequency condition described in the *power system security and reliability standards*;
 - (D) a failure of the shared *transmission grid*; or
 - (E) a direction by a police officer or another authorised person exercising powers in relation to public safety;
 - (iii) a *planned interruption*;
 - (iv) an *interruption* requested, or initiated, by a *non-contestable customer*;
 - (v) an *interruption* caused by a *non-contestable customer's electrical installation* or failure of that *electrical installation*;
 - (vi) an *interruption*:
 - (A) to a *non-contestable customer's premises* within a region in which a natural disaster has occurred; and
 - (B) the Queensland Minister for Emergency Services has notified the Commonwealth of the occurrence of an eligible disaster under the *Natural Disaster Relief Arrangements* in respect of that natural disaster for that region; and
 - (C) the *interruption* occurred during the period for which the *Natural Disaster Relief Arrangements* have been notified.

2.5.10 Not used

2.5.11 Claiming a *GSL rebate*

- (a) A *distribution entity* must use best endeavours to automatically give a *GSL rebate* to a *non-contestable customer* eligible for it under clauses 2.5.3 to 2.5.6. However, a *non-contestable customer* may make a claim for a *GSL rebate* where a *distribution entity* has not done so.

- (b) A *non-contestable customer* who becomes eligible for a *GSL rebate* under clauses 2.5.7 or 2.5.8 must make a claim from the *distribution entity* within one month of the event giving rise to the claim to be entitled to that *GSL rebate*.
- (c) A *non-contestable customer* must make a claim from the *distribution entity* to be entitled to a *GSL rebate* under clause 2.5.9:
 - (i) within one month of the relevant *interruption* for an *interruption duration GSL*; and
 - (ii) within three months of the end of the relevant *financial year* for an *interruption frequency GSL*.

2.5.12 How a *GSL rebate* is paid

- (a) A *distribution entity* must give a *GSL rebate* to a *non-contestable customer* entitled to it by crediting, or arranging for that *customer's retail entity* to credit, that *customer's* next electricity bill (after allowing for the time necessary to process that *GSL rebate*).
- (b) Subject to paragraph (c), if a *non-contestable customer's GSL rebate* exceeds the amount owing in its next bill, then the *distribution entity* or *retail entity* (as the case may be) must continue to apply any remaining amount of the *GSL rebate* against future bills.
- (c) If a *non-contestable customer* is no longer the account holder for the *premises*, a *distribution entity* or *retail entity* (as the case may be) does not need to pay out any amount of a *GSL rebate* remaining after the final bill and that amount is cancelled.

2.5.13 Customers with card operated meters

- (a) This clause 2.5.13 applies to *non-contestable customers* who have card operated meters instead of clauses 2.5.11 and 2.5.12.
- (b) A *non-contestable customer* who becomes eligible for a *GSL rebate* under clauses 2.5.3 to 2.5.8 must make a claim from the *distribution entity* within one month of the event giving rise to the claim to be entitled to that *GSL rebate*.
- (c) To remove doubt, if there are multiple occupiers of a *premises*, a *distribution entity* is only required to give one *GSL rebate*.
- (d) A *distribution entity* must give, or arrange for that *customer's retail entity* to give, a *non-contestable customer* entitled to a *GSL rebate* a card or cards for use in the card operated meter to the value of the *GSL rebate*.

2.5.14 Processing claims

A *distribution entity* must process a claim for a *GSL rebate* promptly.

2.5.15 Caps on entitlements

- (a) Subject to paragraph (b), a *non-contestable customer* is not entitled to receive more than \$320 worth of *GSL rebates* in any one *financial year* per electricity account.
- (b) *GSL rebates* received by a *non-contestable customer* in respect of wrongful disconnection under clause 2.5.3 are not to be taken into account in determining whether that *customer* has reached the cap under paragraph (a).

2.5.16 GST

All amounts specified in this clause 2.5 include *GST* (if any is payable).

2.5.17 Effect of a *GSL rebate*

- (a) A *non-contestable customer's* receipt of a *GSL rebate* does not in any way alter or diminish any rights which it may have against any person under trade practices or other applicable legislation, common law or contract.
- (b) A *distribution entity* does not make any admission of legal liability in giving a *GSL rebate*.
- (c) This clause 2.5 does not alter, vary or exclude the operation of sections 97 and 97A of the *Electricity Act* and sections 119 and 120 of the *National Electricity Law*, or any other limitations of liability or immunities granted to a *distribution entity* under *electricity legislation*.

2.6 Reporting and monitoring

2.6.1 *Distribution entity must monitor performance*

- (a) A *distribution entity* must monitor:
 - (i) its performance against the *minimum service standards*; and
 - (ii) its compliance with the *guaranteed service levels*,to enable it to provide the reports to the *regulator* specified in clause 2.6.2.
- (b) A *distribution entity* must monitor its compliance with, and implementation of, any current and final *summer preparedness plan* and *network management plan* to enable it to meet its reporting obligations under clauses 2.2.4 and 2.3.2(i) respectively.

2.6.2 Reporting requirements

- (a) Within two months of the end of each *quarter*, a *distribution entity* must submit a report to the *regulator* detailing the following for the preceding *quarter* and for the *financial year* to the end of that *quarter*:
 - (i) compliance with *minimum service standards* outlined in clause 2.4, including:
 - (A) performance against the *SAIDI Limits* and *SAIFI Limits*, by *feeder type*, including those *interruptions* listed in clause 2.4.3;
 - (B) performance against the *SAIDI Limits* and *SAIFI Limits*, by *feeder type*, excluding those *interruptions* listed in clause 2.4.3;
 - (C) details of the *interruptions* excluded under clause 2.4.3, including the number of minutes and *interruptions* excluded by *feeder type* and category of exclusion;
 - (D) a description of any *major event days*; and
 - (E) an explanation of reasons for a *distribution entity* exceeding (where applicable) those *minimum service standards* and proposals to improve performance;
 - (ii) compliance with the *guaranteed service levels*, including:
 - (A) the number of *GSL rebates* given by category and the amount of such rebates;
 - (B) the number of *GSL rebate* claims by category; and
 - (C) the number of rejected *GSL rebate* claims by category; and
 - (iii) any other matter reasonably notified by the *regulator*.
- (b) The *distribution entity* must also provide any other further reports reasonably required by the *regulator* in respect of the *minimum service standards* or *guaranteed service levels* from time to time.
- (c) Each report must be submitted in the format determined by the *regulator*.

2.6.3 Audit of *minimum service standards* performance

- (a) Subject to paragraph (b), a *distribution entity* must appoint an independent auditor to audit the *distribution entity's* performance against the *minimum service standards* by 30 September after the end of each *financial year*.

- (b) A *distribution entity's* obligation under paragraph (a) applies until such time as the independent auditor confirms that the *distribution entity's* reported performance, for its *feeder types* as set out in the relevant table in Schedule 1, is accurate within + / - 5%.
- (c) After paragraph (b) applies, the *regulator* may appoint, or require the *distribution entity* to appoint, an independent auditor to audit the *distribution entity's* performance against the *minimum service standards* when the *regulator* reasonably considers it necessary (but no more than once in any 12 month period).
- (d) If a *distribution entity* has appointed an independent auditor under this clause, the *distribution entity* must promptly give the *regulator* a copy of the independent auditor's report after it has been received.

CHAPTER 3: CUSTOMER CONNECTION SERVICES

3.1 Application of this Chapter

This chapter applies to:

- (a) all *distribution entities*; and
- (b) in relation to all *customers* with whom a *distribution entity* has a *standard customer connection contract*.

3.2 Provision of this Code and other information

3.2.1 Provision of a copy of this Code and contracts

A *distribution entity* must make available a copy of this *Code*, including its annexures, through its website and, on request by a *customer*, must provide the *customer* with a copy of the *Code*.

3.2.2 Other information

A *distribution entity* must comply with any other reasonable requirement of the *regulator* to provide information or documents relevant to this *Code* to a *customer*.

3.3 Standard customer connection contract

3.3.1 Standard customer connection contract

- (a) For the purpose of section 40A of the *Electricity Act*, the terms of a *distribution entity's standard customer connection contract* are the terms stated to apply to that contract in Annexure A.
- (b) Where a *distribution entity* is a party to a *standard customer connection contract*, the *distribution entity* must comply with the terms of the *standard customer connection contract*.

CHAPTER 4: CUSTOMER RETAIL SERVICES

4.1 Application of this Chapter

4.1.1 Application of this Chapter

This chapter applies to:

- (a) all *host retail entities*; and
- (b) in relation to *contestable* and *non-contestable customers* with whom a *host retail entity* has a *standard customer sale contract*.

4.2 Provision of this Code and other information

4.2.1 Provision of a copy of this Code and contracts

A *retail entity* must make available a copy of this *Code*, including its annexures, through its website and, on request by a *customer*, must provide the *customer* with a copy of the *Code*.

4.2.2 Other information

A *retail entity* must comply with any other reasonable requirement of the *regulator* to provide information or documents relevant to this *Code* to a *customer*.

4.3 Standard customer sale contracts

4.3.1 Terms of *standard customer sale contract*

For the purpose of section 50 of the *Electricity Act*, the terms of a *retail entity's standard customer sale contract* are the terms stated to apply to that contract in Annexure B.

4.3.2 Notice of contract formed under section 49A of the *Electricity Act*

A *retail entity* must, as soon as practicable, after becoming aware that a *contestable customer* is taken to have entered into a *standard customer sale contract* with it under section 49A of the *Electricity Act*, advise that *customer* of:

- (a) the terms and conditions of the *standard customer sale contract*;
- (b) the existence and a general description of the *retail entity's negotiated customer sale contracts*, if any; and
- (c) the ability of the *customer* to choose a *retail entity* from whom it wishes to purchase *customer retail services*.

4.4 Commencement of *standard customer sale contracts*

4.4.1 Commencement of *standard customer sale contracts*

A *standard customer sale contract* commences on the provision of *customer retail services* to a *customer* by the *retail entity* in accordance with the *Electricity Act*.

4.5 Ending of *standard customer sale contracts*

4.5.1 When a *standard customer sale contract* ends

- (a) A *standard customer sale contract* ends on the earliest of the following to occur:
 - (i) subject to paragraph (b), three *business days* after the *customer* notifies the *retail entity* that it wishes the provision of *customer retail services* to the *customer* at the *premises* to be terminated (even if the *customer* has vacated the *premises* earlier);
 - (ii) on a day agreed on by the *customer* and the *retail entity*;
 - (iii) when the provision of *customer retail services* to the *premises* commences under a *negotiated customer sale contract*; or
 - (iv) if the *retail entity* arranges for the disconnection of the *premises* and the *customer* has no right to reconnection under clause 4.18 of this *Code*.
- (b) If the *customer* gives notice under sub-paragraph (a)(i) but does not give safe access to the *premises* to conduct a final meter reading (where relevant), then the *standard customer sale contract* will not end until the earlier of:
 - (i) three *business days* after safe access is given; and
 - (ii) when the meter is read.

4.6 Dealing with *customers*

4.6.1 Complaint handling

- (a) If there is a dispute between the *customer* and the *retail entity* about the terms of a *standard customer sale contract* or any rights or obligations under this *Code*, the *customer* may complain to the *retail entity*.
- (b) The *retail entity* must handle a complaint made by a *customer* in accordance with the *Australian Standard*.

- (c) When the *retail entity* responds to a *customer's* complaint, the *retail entity* must inform the *customer*:
 - (i) that the *customer* has a right to raise the complaint to a higher level within the *retail entity's* management structure; and
 - (ii) that, if after raising the complaint to a higher level the *customer* is still not satisfied with the *retail entity's* response, the *customer* may have a right to refer the complaint to the *external dispute resolution scheme* available to *customers* under the *Electricity Act*.
- (d) If requested by the *customer*, the information in paragraph (c) must be provided in writing.

4.6.2 Customer communications

Notices and bills are deemed to have been received by a party to a *standard customer sale contract*:

- (a) on the date the *retail entity* hands it to the *customer*, it is left at the *customer's premises* or successfully faxed to the *customer* (which occurs when the sender receives a transmission report to that effect);
- (b) on the date two *business days* after it is posted to a *premises* or a *customer's* contact address; or
- (c) where use of email has been agreed, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

4.7 Illegal use

4.7.1 Retail entities' right of recovery for illegal use

Clause 4.10 does not apply if a *customer* has been undercharged or not charged as a result of the *customer's* fraud or intentional consumption of electricity otherwise than in accordance with the *electricity legislation*.

4.7.2 Non-application of payment difficulties

Clause 4.12.9 does not apply if, during the course of the *customer's* dealings with the *retail entity*, the *customer* is convicted of an offence involving fraud or theft of electricity.

4.8 Billing

4.8.1 Obligation to bill quarterly

- (a) A *retail entity* must use its best endeavours to issue a bill to a *customer* at least *quarterly*.

- (b) Nothing in paragraph (a) will prevent a *retail entity* from issuing a bill more frequently than *quarterly* to a *business customer*.
- (c) Nothing in paragraph (a) will prevent a *retail entity* from issuing a bill more frequently than *quarterly* to a *residential customer* where the *retail entity* has obtained a *residential customer's explicit informed consent* to issue bills on that basis.

4.8.2 How bills are issued

The *retail entity* must issue a bill to a *customer* at the *premises*, unless the *customer* nominates another address.

4.8.3 Other goods and services to a customer

Where a *retail entity* also provides goods or services (other than *customer retail services*), the *retail entity* must bill for those goods or services separately or:

- (a) include the charges for those goods and services as separate items in its bill, together with a description of the other goods or services supplied;
- (b) subject to the *Community Ambulance Cover Act 2003 (Qld)*, apply any payment received from a *customer* as directed by that *customer*; and
- (c) subject to the *Community Ambulance Cover Act 2003 (Qld)*, where a *customer* does not direct how the payment is to be applied, the *retail entity* must apply the payment in satisfaction of the charges for the provision of *customer retail services* before applying any portion of it to the charges for any other goods or services.

4.8.4 Particulars on each bill

A *retail entity* must include at least the following particulars on each bill:

- (a) the date of the last meter reading (or reading of *metering data*, as the case may be) or estimate and the number of days since the previous reading or estimate;
- (b) the estimated date of the next meter reading;
- (c) the meter readings, *metering data* or estimates for the bill;
- (d) consumption, or estimated consumption, in units used (kWh or kVAh);
- (e) the relevant fees, charges and tariffs applicable to the *customer*;
- (f) the pay-by date;
- (g) a list of the available payment methods;

- (h) the telephone number for billing, payment enquiries and instalment payment options (for the cost of a local call from anywhere in Queensland);
- (i) a 24 hour contact telephone number for faults, emergencies and *force majeure events*;
- (j) the *customer's premises* and any relevant other address;
- (k) the *customer's* name and account number;
- (l) the amount of arrears or credit;
- (m) the amount of any *security deposit* provided by the *customer*;
- (n) the amount of any other charge (as described in clause 4.8.3) and details of the goods or service provided;
- (o) on *residential customer's* bills only, advice in languages common to the *residential customer* base on how to access interpreter services;
- (p) on *residential customer's* bills only, a reference to the availability of concessions, if any; and
- (q) if the bill is a reminder notice issued in accordance with clause 4.12.2, contact details for the *retail entity's* internal dispute resolution scheme.

4.8.5 Average daily usage

- (a) Subject to paragraph (b), a *retail entity* must, for a *customer's* current *premises*, display on each bill the *customer's* current average daily usage and, to the extent that data are available, a comparison of the *customer's* average daily usage for the same period during the previous year for that *premises*.
- (b) A *retail entity* need not include a comparison of average daily usage:
 - (i) when it is the *customer's* first bill for a *premises*;
 - (ii) where there has been no or very low relevant electricity consumption; or
 - (iii) where relevant comparable data are not available.

4.8.6 Historical billing data

- (a) A *retail entity* must keep a *customer's* billing data for two years.
- (b) Where a *customer* requests, and the data are available, a *retail entity* must, within 10 *business days* of that request, provide to the *customer* free of charge the *customer's* billing data appearing on the *customer's* bills for a *premises* for the previous two years.

- (c) Where the *customer* requests billing data before this period, the *retail entity* must use its best endeavours to provide that data to the *customer* within 20 *business days* of the request and may impose a reasonable charge for providing that data.

4.8.7 Bill format

A *retail entity* must issue a bill in a format which permits a *customer* to easily verify that the bill conforms with its *standard customer sale contract*.

4.9 Meter reading

4.9.1 Meter reading for billing purposes

Subject to clause 4.9.2, a *retail entity* must:

- (a) base a *customer's* bill on:
 - (i) an actual reading of the relevant meters at the *customer's premises* provided by the *distribution entity* or *responsible person* determined in accordance with the *electricity legislation*; or
 - (ii) *metering data* for the relevant meters at the *customer's premises* provided by the *distribution entity* or *responsible person* determined in accordance with the *electricity legislation*; or
 - (iii) an estimation of the usage of electricity by that *customer* provided by the *distribution entity* or *responsible person* determined in accordance with the *electricity legislation*; and
- (b) use its best endeavours to ensure that there is an actual read of relevant meters at the *customer's premises*, or *metering data* is obtained, as frequently as is required to prepare its bills and in any event at least once every 12 months.

4.9.2 Estimated bills

The *retail entity* may provide the *customer* with an estimated bill:

- (a) based on an estimation of the usage of electricity by that *customer* provided by the *distribution entity* or *responsible person* determined in accordance with the *electricity legislation*; or
- (b) based on the *customer's* reading where the bill is for a period which the *customer* and the *retail entity* have agreed that the *customer* will read the meter.

4.9.3 Adjustments to subsequent bills

Where a *retail entity* has provided a *customer* with an estimated bill under clause 4.9.2, and the meter is subsequently read, the *retail entity* must include an adjustment on the next bill to take account of the actual meter reading.

4.9.4 Advice that a bill is an estimated bill

When a *retail entity* issues a *customer* with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the meter.

4.9.5 Pass through of cost where access is denied

Where a *customer* has denied access to a meter for the purpose of reading that meter and subsequently requests the *retail entity* to replace an estimated bill with a bill based on a reading of the meter, the *retail entity* must comply with that request but may pass through to that *customer* any costs it incurs in doing so.

4.9.6 Unmetered supplies

If there is no meter in respect of a *customer's premises*, a *retail entity* must base a bill on the provisions relating to unmetered premises in the *notified prices*. Where the *notified prices* do not apply, the *retail entity* must base a bill on *metering data* calculated in accordance with the *Metrology Procedure*.

4.10 Undercharging and overcharging

4.10.1 Recovery of undercharges from *customers*

Subject to clause 4.10.2, where a *retail entity* has undercharged a *customer* as a result of an act or omission of the *retail entity* or the *distribution entity*, it may recover from the *customer* the amount undercharged.

4.10.2 Limitations on recovery where due to *retail entity* or *distribution entity* error

Where a *retail entity* proposes to recover an amount undercharged as a result of the *retail entity's* or *distribution entity's* error, the *retail entity* must:

- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to the *customer* or, if no bill has ever been issued, 12 months prior to the date the *customer* is notified of the undercharging;
- (b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
- (c) not charge the *customer* interest on that amount; and

- (d) offer the *customer* time to pay that amount by agreed instalments, over a period nominated by the *customer* being no longer than:
 - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
 - (ii) in any other case, 12 months.

4.10.3 Notice and payment to *customers* of overcharges

- (a) Where a *customer* has been overcharged as a result of an act or omission of the *retail entity* or the *distribution entity*, the *retail entity* must inform the *customer* accordingly within 10 *business days* of the *retail entity* becoming aware of that error and:
 - (i) if the *customer* has already paid that amount, credit that amount to the *customer's* next bill unless the customer reasonably requests otherwise in which case the *retail entity* must comply with that request; or
 - (ii) if the *customer* has ceased to purchase *customer retail services* from that *retail entity*, use its best endeavours to pay that amount to the *customer* within 10 *business days*.
- (b) No interest shall accrue to a credit or refund referred to in clause 4.10.3.
- (c) If there is insufficient evidence to determine the period of overcharging, the period of overcharging will be deemed to be 12 months.

4.11 Tariff changes and options

4.11.1 Obligations on *retail entities*

Where during a *billing cycle* a *customer* changes from one type of tariff to another type of tariff for *customer retail services*, the *retail entity* must (if it is necessary to do so due to the change in the type of tariff applying to that *customer*):

- (a) obtain a meter reading (or *metering data*) at the time the type of tariff changes; and
- (b) calculate the *customer's* bill using the type of tariff applying during the period prior to and after the date of the meter reading referred to in paragraph (a).

4.11.2 Change of tariff within a *billing cycle*

Where during a *billing cycle* the tariff rate or charge applying to a *customer* changes, the *retail entity* must calculate the bill on a pro rata basis using:

- (a) the old tariff rate or charge up to and including the date of change; and
- (b) the new tariff rate or charge from the date of the change to the end of the *billing cycle*.

4.11.3 Customer applications

Where a *retail entity* offers alternative tariffs or tariff options and a *customer*:

- (a) applies in writing or other form acceptable to the *retail entity* to transfer from that *customer's* current tariff to another tariff; and
- (b) demonstrates to the *retail entity* that it satisfies all of the conditions relating to that other tariff and any conditions imposed by the *customer's distribution entity*,

the *retail entity* must transfer the *customer* to that other tariff within 10 *business days* of satisfying those conditions.

4.11.4 Effective date of transfer between tariffs

Where a *customer* transfers from one tariff type to another in accordance with clause 4.11.3, the effective date of the transfer will be:

- (a) the date on which the meter reading referred to in clause 4.11.1(a) was obtained; or
- (b) where the transfer requires a change to the meter at the *customer's premises*, the date the meter change is completed.

4.11.5 Change in tariff on notification by customer of change in use

- (a) Where a customer notifies a *retail entity* of a change in use of the *customer's premises*, the *retail entity* may require the *customer* to transfer to a tariff applicable to the *customer's* use of that *premises*.
- (b) If a *customer* fails to give the notice required under paragraph (a), the *retail entity* may, upon written notice to the *customer*, transfer the *customer* to the applicable tariff.

4.12 Payment

4.12.1 Minimum time for payment of a bill

Unless otherwise agreed with a *customer*, the pay by date specified in the bill must not be less than 12 *business days* after the date the *retail entity* sends the bill.

4.12.2 Issue of reminder notices

If a *customer* has not paid a bill by the due date, the *retail entity* may send to that *customer* a reminder notice that its bill is past due, giving the *customer* a further due date (not less than five *business days* after the date the notice is sent).

4.12.3 Payment methods

A *retail entity* must offer at least the following payment methods to its *customers*:

- (a) in person at a network of agencies or payment outlets;
- (b) by mail; and
- (c) by direct debit under a payment arrangement agreed by the *customer*, the *retail entity* and a *bank* nominated by the *customer*.

4.12.4 Direct debit

Where a *retail entity* offers a *customer* the option of payment of bills directly from an account with a *bank* nominated by the *customer* (whether or not by instalment), the *retail entity* must notify the *customer* in writing:

- (a) the amounts;
- (b) the frequency of those payments (direct debits);
- (c) that the *customer* may at any time unilaterally cancel the direct debit authority granted in favour of the *retail entity* by notification to either the *retail entity* or the *bank*;
- (d) that if the *customer* at any time unilaterally cancels that direct debit authority granted in favour of the *retail entity* by notifying the *bank*, the *customer* must use its best endeavours to notify the *retail entity* as soon as practicable after the cancellation; and
- (e) that if the *customer* at any time unilaterally cancels that direct debit authority granted in favour of the *retail entity* by notifying the *retail entity*, the *retail entity* will:
 - (i) accept that notification and no longer rely on the direct debit authority; and
 - (ii) use its best endeavours to notify the *bank* of the cancellation as soon as practicable after receipt of the cancellation notice from the *customer*.

4.12.5 Charge for dishonoured payments

- (a) This clause applies where a *customer* pays a *retail entity's* bill by cheque, by a direct debit from an account with a *bank*, or by credit card.

- (b) If a payment referred to in paragraph (a) is dishonoured or reversed, which results in the *retail entity* incurring a fee, the *retail entity* may recover an amount equal to the sum of:
 - (i) any fee charged to the *retail entity* by the *retail entity's bank*; and
 - (ii) a reasonable fee to cover the *retail entity's* administration costs.

4.12.6 Payments in advance

- (a) A *retail entity* must, at the request of a *customer*, accept payment in advance.
- (b) The acceptance of an advance payment by a *retail entity* in accordance with paragraph (a) will not require the *retail entity* to credit any interest to the amounts paid in advance.

4.12.7 Long absence or illness

Where a *residential customer* is unable to arrange payment by one of the above methods, whether due to illness or long absence, the *retail entity* must offer:

- (a) payment in advance facilities; and
- (b) redirection of the *customer's* bill as requested by the *customer* free of charge.

4.12.8 Concessions, rebates or grants

The *retail entity* must, when requested by a *residential customer*, pass on, as soon as is reasonably practicable, any information concerning the availability of concessions, rebates or grants (in particular the electricity pensioners' and seniors' rebate) provided to the *retail entity* from time to time by the organisation or Government department responsible for the administration of that concession, rebate or grant.

4.12.9 Payment difficulties

Where a *residential customer* informs the *retail entity* in writing or by telephone that the *customer* is experiencing payment difficulties, or the *retail entity's* credit management processes indicate or ought to indicate to the *retail entity* that a *residential customer* is experiencing payment difficulties, the *retail entity* must offer the *residential customer*, as soon as is reasonably practicable, an *instalment plan* which complies with clause 4.13 and, where appropriate:

- (a) information about the right to have a bill redirected to a third person, as long as that third person consents in writing to that redirection; and

- (b) information on independent financial and other relevant counselling services.

Where a *residential customer* requests information or a redirection of its bills under this clause, the *retail entity* must provide that information or redirection free of charge.

4.13 Paying by instalments

4.13.1 Minimum instalment payment options

A *retail entity* must offer *residential customers* at least the following payment options:

- (a) a system or arrangement under which a *residential customer* may make payments in advance towards future bills; and
- (b) an interest and fee free *instalment plan* under which the *residential customer* is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).

4.13.2 When a *retail entity* may require instalments in advance

A *retail entity* may require a *residential customer* to pay by instalments in advance if the *residential customer* is in arrears or as an alternative to the *residential customer* paying a *security deposit*.

4.13.3 When a *retail entity* does not need to offer an *instalment plan*

A *retail entity* does not have to offer a *residential customer* an *instalment plan* if the *residential customer* has, in the previous 12 months, had two *instalment plans* cancelled due to non-payment. In such a case, the *retail entity* must offer another *instalment plan* only if the *retail entity* is reasonably satisfied that the *residential customer* will comply with that *instalment plan*.

4.13.4 Obligations on *retail entities* when offering *instalment plans*

A *retail entity* offering an *instalment plan* must:

- (a) in determining the period of the plan and calculating the amount of the instalments, take into account information from the *residential customer* about the *residential customer's* usage needs and capacity to pay;
- (b) specify the period of the plan;
- (c) specify the number of instalments (not less than four, unless the *residential customer* agrees otherwise);
- (d) specify the amount of the instalments which will pay the *residential customer's* arrears (if any) and estimated usage during the period of the plan;

- (e) state how the amount of the instalments is calculated;
- (f) state that due to seasonal fluctuations in the *residential customer's* usage, paying by instalments may result in the *residential customer* being in credit or debit during the period of the plan;
- (g) monitor the *residential customer's* compliance with that plan; and
- (h) have in place fair and reasonable procedures to address payment difficulties a *residential customer* may face while on the plan.

4.13.5 No limitation on payment options

Nothing in this *Code* limits the payment options that a *retail entity* may offer to a *customer*.

4.14 Review of a bill

4.14.1 Obligation to review a bill on request

A *retail entity* must review a *customer's* bill when asked by that *customer*.

4.14.2 Time frame for report on request

The *retail entity* must inform the *customer* of the outcome of that review as soon as reasonably possible but, in any event, within 20 *business days*.

4.14.3 Payments during a review of a bill

Where a *retail entity* is reviewing a bill, the *retail entity* may require the *customer* to pay:

- (a) the greater of:
 - (i) that portion of the bill under review that the *customer* and the *retail entity* agree is not in dispute; or
 - (ii) an amount equal to the average amount of the *customer's* bills in the previous 12 months (excluding the bill in dispute); and
- (b) any future bills that are properly due.

4.14.4 Customer requests for testing of meters or metering data

- (a) Where the *customer* requests that, in reviewing the bill, the meter reading or *metering data* be checked or the meter tested, the *retail entity* must, as the case may be:
 - (i) arrange for a check of the meter reading or *metering data*; or
 - (ii) request the *customer's distribution entity* or metering service provider to test the meter.

- (b) The *customer* must pay the *retail entity* the fee prescribed under the *electricity legislation* for testing the meter. The fee may be requested in advance.

4.14.5 Procedures following a review of a bill

Where, after conducting a review of the bill, a *retail entity* is satisfied that it is:

- (a) correct, the *retail entity* may require the *customer* to pay the amount of that bill which is still outstanding; or
- (b) incorrect, the *retail entity*:
 - (i) must correct the *customer's* bill in accordance with clause 4.10;
 - (ii) must refund (or set off against the amount in (iii)) any fee paid in advance under clause 4.14.4;
 - (iii) may require the *customer* to pay the amount of that bill which is still outstanding; and
 - (iv) must advise the *customer* of the existence of its dispute resolution processes under clause 4.6.1 of this *Code*.

4.15 Shortened collection period

4.15.1 Shortened collection period

Where a *retail entity* has issued a *customer* with:

- (a) reminder notices in respect of two consecutive electricity bills; or
- (b) two consecutive *disconnection warnings*,

the *retail entity* may place the *customer* on a shortened collection period in relation to the relevant *standard customer sale contract*.

4.15.2 Retail entities' obligations prior to placing a customer on a shortened collection period

Before a *retail entity* may place a *customer* on a shortened collection period, the *retail entity* must inform the *customer* that:

- (a) receipt of a second reminder notice (or second *disconnection warning*) may result in the *customer* being placed on a shortened collection period;
- (b) being placed on a shortened collection period will result in the *customer* not receiving a reminder notice until the *customer* has paid three consecutive bills by the pay by date;

- (c) the *customer* may obtain further information from the *retail entity* on a specified telephone number;
- (d) once on a shortened collection period, the *customer* must pay three consecutive bills by the pay by date to return to its previous collection period; and
- (e) in the case of a *residential customer* only, alternative payment arrangements, such as *instalment plans* offered by the *retail entity*, are available.

4.15.3 Notice

- (a) Where, after giving notice as required in clause 4.15.2, a *retail entity* decides to shorten the collection period in respect of a *customer*, the *retail entity* must give the *customer* written notice of that decision within 10 *business days* of the decision.
- (b) Any notice given under paragraph (a) must advise the *customer* of the existence of the *retail entity's* dispute resolution processes available under clause 4.6.1 of this *Code*.

4.15.4 Effect of *customer* compliance with shortened collection period

Where a *customer* on a shortened collection period pays three consecutive bills by the pay by date, the *retail entity* must return the *customer* to the collection period that applied before the shortened collection period commenced.

4.16 Security deposits

4.16.1 Requirement for *security deposit*

- (a) A *retail entity* may require a *customer* to provide a *security deposit* at the time the *customer* makes an application for the provision of *customer retail services* (or an application for reconnection after being disconnected in accordance with clause 4.17.1, or before providing *customer retail services* to the *customer*).
- (b) A *customer* must provide the *security deposit*, any increase in the *security deposit* or, if a bank guarantee is permitted to be provided in place of a *security deposit*, the bank guarantee, within five *business days* after the *retail entity* requests such *security deposit*, increase or bank guarantee.

4.16.2 Amount of *security deposit*

Subject to clause 4.16.6(c):

- (a) the amount of a *security deposit* for a *customer* who is on a quarterly *billing cycle* must not be greater than 1.5 times the estimated quarterly bill; and

- (b) the amount of a *security deposit* for a *customer* who is on a monthly *billing cycle* must not be greater than 2.5 times the estimated monthly bill.

4.16.3 Estimated monthly or quarterly bills

For the purpose of clause 4.16.2, the *customer's* estimated monthly or quarterly bill must be based on:

- (a) the *customer's* previous billing history;
- (b) the previous billing history at the *premises*; or
- (c) if no such history is available, typical electricity usage of customers of the same type as the *customer*.

4.16.4 Residential customers

A retail entity must not require a *residential customer* to provide a *security deposit* unless:

- (a) the *residential customer* has left a previous *premises* without settling an outstanding electricity debt owing to that *retail entity*, the debt remains outstanding, and the *residential customer* refuses to make arrangements (acceptable to both parties) to pay the debt; or
- (b) the *residential customer* has within the previous two years been responsible for the use of electricity contrary to clause 4.7; or
- (c) the *residential customer* is a new *customer* and has refused or failed to produce *acceptable identification*; or
- (d) the *retail entity* has reasonably formed a view that the *residential customer* has an unsatisfactory or no credit history with the *retail entity*.

4.16.5 Increase of *security deposit* amount

Despite clause 4.16.1, a *retail entity* may request or increase a *residential customer's* existing *security deposit* up to the maximum amount set out under clause 4.16.2 if:

- (a) the *customer* has received more than two reminder notices or a *disconnection warning* for non-payment in the previous two years; or
- (b) the *customer* has received *disconnection warnings* for two consecutive bills or is disconnected for non payment of a bill.

4.16.6 Business customers

- (a) A *retail entity* may require a *business customer* to provide a *security deposit* for an amount not exceeding the maximum amount set out in clause 4.16.2.

- (b) A *retail entity* must accept a bank guarantee from a *business customer* as an alternative to a cash *security deposit* if the amount of *security deposit* requested is greater than \$500.
- (c) Despite clause 4.16.1, a *retail entity* may request or increase a *business customer's* existing *security deposit* at any time, to ensure the *security deposit* held is sufficient to secure the *business customer's* current electricity usage taking into account the limits on *security deposits* under clause 4.16.2 as calculated using the average of the *business customer's* last three bills.

4.16.7 Interest on *security deposits*

- (a) Where a *retail entity* has received a *security deposit* from a *customer*, the *retailer* must pay interest, if any, to the *customer*, on the deposit at the *contract interest rate*.
- (b) Any interest accrued on the *security deposit* must be credited to the *customer's* account when the *security deposit* is returned to the *customer*.

4.16.8 Obligation to return a *security deposit*

Where a *customer* has been required by a *retail entity* to pay a *security deposit* and:

- (a) the *residential customer* completes 24 months (or such lesser time agreed with the *residential customer*) of paying its bills by the pay by dates for those bills, the *retail entity* must return the *security deposit* and any interest to the *customer* in the following manner:
 - (i) if the amount of the *security deposit* is \$100 or less, the *retail entity* may pay the *security deposit* to the credit of the *residential customer's* next bill;
 - (ii) subject to clause 4.16.13, if the amount of the *security deposit* is more than \$100, the *retail entity* must ask the *residential customer* whether the amount is to be paid:
 - (A) to the *residential customer*; or
 - (B) on the *residential customer's* written instructions, to another person,

and pay the amount in accordance with the *customer's* instructions within 10 *business days*; or
- (b) the *customer* ceases to purchase electricity from the *retail entity* at the *premises* to which the *security deposit* relates and a final reading of the meter for that *premises* is completed, the *retail entity* must within 10 *business days* pay the *security deposit* and any interest to the *customer*, or, on the *customer's* written instructions, to another person.

4.16.9 Retail entities' obligations where no instruction given

Where a *residential customer* does not give the *retail entity* instructions under clause 4.16.8(a)(ii) within 20 *business days*, the *retail entity* must pay the amount of the *security deposit* to the *residential customer*.

4.16.10 Return of bank guarantee

Where a *retail entity* has accepted a bank guarantee from a *business customer* in lieu of a *security deposit*, the *retail entity* must return the bank guarantee within 10 *business days* of the *business customer* satisfying the conditions referred to in clause 4.16.8(b).

4.16.11 Retail entities' obligations to comply with certain requests

Notwithstanding clause 4.16.8(a)(i), if the amount of the *security deposit* is \$100 or less, and the *residential customer* requests the amount to be dealt with in accordance with clause 4.16.8(a)(ii) the *retail entity* must agree to that request.

4.16.12 Identification in a retail entity's accounts

A *retail entity* must be able to separately identify *security deposits* in its company accounts and the value of *security deposits* which it holds for *customers*.

4.16.13 Use of a security deposit

Despite clause 4.16.8, a *retail entity* may, subject to clause 4.16.14, use a *customer's security deposit* and interest which has accrued to it to offset any amount owed by that *customer* to the *retail entity*:

- (a) if the *customer* fails to pay a bill resulting in disconnection of the *premises*; or
- (b) in relation to a final bill issued by the *retail entity* when the *customer* vacates a *premises* or ceases to buy electricity from the *retail entity* at that *premises* or asks that the *premises* be disconnected.

4.16.14 No unauthorised offset for goods and services other than electricity

The *retail entity* must not, without the *customer's* written *explicit informed consent*, use a *customer's security deposit* to offset charges in respect of any goods or services (other than electricity) provided by the *retail entity*.

4.16.15 Obligation to account

The *retail entity* must account to the *customer* for any use of the *security deposit* (and pay the balance, if any, to the *customer*) within 10 *business days*.

4.16.16 Transitional provision

- (a) Nothing in this clause 4.16 requires a *retail entity* to return a *security deposit* collected before the *second edition commencement date* merely because the *retail entity* would not have been entitled to collect the *security deposit* under this clause 4.16.
- (b) The *security deposits* referred to in paragraph (a) must otherwise be dealt with and returned in accordance with this clause 4.16.

4.17 Disconnection of a premises

4.17.1 Disconnection

Subject to clauses 4.17.2 to 4.17.8, a *retail entity* may arrange to disconnect a *customer's premises* in accordance with this clause 4.17 if a *customer* has not:

- (a) paid a bill; or
- (b) agreed to an offer (made in accordance with clauses 4.12.9 and 4.13) of an *instalment plan* or other payment option to pay a bill; or
- (c) adhered to the *customer's* obligations to make payments in accordance with an agreed *instalment plan* or other payment option relating to the payment of bills.

4.17.2 Limitation on disconnection of residential customers in cases of financial difficulties

Where, because of a lack of sufficient income on the part of a *residential customer* and any other person normally resident at the *customer's premises*, the *residential customer* is unable to pay a bill, the *retail entity* must not arrange for disconnection of the *residential customer's premises* except where the *retail entity* has, in addition to complying with the requirements of clauses 4.17.3 and 4.17.4:

- (a) used its best endeavours to contact the *residential customer* personally either:
 - (i) by telephone;
 - (ii) by mail;
 - (iii) by lettergram;
 - (iv) by facsimile;
 - (v) by email; or
 - (vi) by any other method approved by the *regulator* from time to time;

- (b) given the *residential customer* information on government funded concessions as outlined in clause 4.12.8, if applicable, and referred the *residential customer* to the organisation responsible for that concession; and
- (c) offered the *residential customer* alternative payment options of the kind referred to in clauses 4.12 and 4.13.

4.17.3 Obligations prior to disconnection of *residential customers*

Subject to clause 4.15, before the *retail entity* arranges for disconnection of any *residential customer* the *retail entity* must have:

- (a) given the *residential customer* a reminder notice;
- (b) after the expiry of the period referred to in the reminder notice, not being less than five *business days* after it is sent, given the *residential customer* a written *disconnection warning* with five *business days*' notice of its intention to arrange for the disconnection; and
- (c) advised the *residential customer* of the existence and operation of the *external dispute resolution scheme*.

4.17.4 Circumstances when a *residential customer* may be disconnected

Provided the *retail entity* has complied with clause 4.17.3, the *retail entity* may arrange for disconnection of the *residential customer* immediately if the *residential customer*:

- (a) has refused or failed to accept the offer before the expiry of the five *business days* period in the *disconnection warning*; or
- (b) has accepted the offer, but has refused or failed to take any reasonable action towards settling the debt before the expiry of the five *business days* period in the *disconnection warning*.

4.17.5 No obligation to offer *instalment plan*

A *retail entity* is not obliged to offer an *instalment plan* as provided in clause 4.13 where the *residential customer* has in the previous twelve months had two *instalment plans* cancelled due to non payment.

4.17.6 Limitation on disconnection of *small business customers*

A *retail entity* must not arrange for disconnection of a *small business customer's premises* for failure to pay an account except in accordance with clauses 4.17.7 and 4.17.8.

4.17.7 Obligations on retail entity prior to disconnection of a *small business customer*

Subject to clause 4.15, before the *retail entity* arranges for disconnection of any *small business customer* the *retail entity* must have:

- (a) if requested, offered the *small business customer* an extension of time to pay on terms and conditions; and
- (b) given the *small business customer* a reminder notice; and
- (c) after the expiry of the period referred to in the reminder notice, not being less than five *business days* after it is sent, given the *small business customer* a written *disconnection warning*, with five *business days*' notice of its intention to arrange for the disconnection.

4.17.8 Circumstances when a *small business customer* may be disconnected

Provided the *retail entity* has complied with clause 4.17.7, the *retail entity* may arrange for disconnection of the *small business customer* immediately if the *small business customer*:

- (a) has refused or failed to accept the offer before the expiry of the five *business days* period in the *disconnection warning*; or
- (b) has accepted the offer, but has refused or failed to take any reasonable action towards settling the debt before the expiry of the five *business days* period in the *disconnection warning*.

4.17.9 Denying access to a meter

- (a) Where a customer fails to allow, for three consecutive billing cycles, access to the customer's premises to read a meter, the retail entity may arrange for the disconnection of the customer's premises.
- (b) A retail entity must not exercise its right to arrange for disconnection under paragraph (a) unless the retail *entity* has:
 - (i) given the *customer* an opportunity to offer reasonable alternative access arrangements;
 - (ii) on each of the occasions access was denied, given the *customer* written notice requesting access to the meter or meters at the *premises* and advising of the *retail entity's* ability to arrange for disconnection under this clause 4.17.9;
 - (iii) used its best endeavours to contact the *customer* personally either:
 - (A) by telephone;
 - (B) by mail;
 - (C) by lettergram;
 - (D) by facsimile;
 - (E) by email; or

- (F) by any other method approved by the *regulator* from time to time; and
- (iv) given the *customer* a written *disconnection warning* with five *business days*' notice of its intention to arrange for the disconnection.

4.17.10 Illegal use

Notwithstanding any of the requirements in this clause 4.17, excepting the provisions of clause 4.17.13(a)(ii), a *retail entity* may arrange for disconnection of a *customer's premises* immediately where the *customer* has illegally used electricity.

4.17.11 Security deposits

- (a) A retail entity may arrange for the disconnection of a customer's premises where the customer refuses to pay a security deposit or provide a bank guarantee in accordance with clause 4.16.
- (b) A retail entity must not exercise its right to disconnect under paragraph (a) unless the retail entity has given the customer not less than five business days' written notice of its intention to arrange for the disconnection.

4.17.12 Identification

- (a) A retail entity may arrange for the disconnection of a customer's premises where the customer refuses to or fails to provide acceptable identification when requested by the retail entity.
- (b) A retail entity must not exercise its right to arrange for disconnection under paragraph (a) until the retail entity has:
 - (i) given the *customer* a reminder notice; and
 - (ii) after the expiry of the period referred to in the reminder notice, not being less than five *business days* after it is sent, given the *residential customer* a written *disconnection warning* with five *business days*' notice of its intention to arrange for the disconnection.

4.17.13 When a *retail entity* must not arrange to disconnect

- (a) A *retail entity* must not arrange for the disconnection of a *customer's premises*:
 - (i) for non-payment of a bill where the amount outstanding is less than an amount approved by the regulator and the customer has agreed with the retail entity to repay that amount;

- (ii) where the customer or a person residing at the customer's premises has advised the retail entity that a person ordinarily residing at the premises is dependent on designated life support equipment in accordance with the provisions of clause 4.19;
 - (iii) where a customer has made a complaint, directly related to the reason for the proposed disconnection, to the external dispute resolution scheme or another external dispute resolution body and the complaint remains unresolved;
 - (iv) where the customer has failed to pay an amount on a bill which relates to the charges listed in clause 4.8.3;
 - (v) after 3.00pm on a business day;
 - (vi) on a Friday, on a weekend, on a public holiday or on the day before a public holiday; or
 - (vii) if the customer is a residential customer or small business customer, between 20 December and 31 December (inclusive) in any year.
- (b) In this clause 4.17.13, public holiday means a public holiday in the local authority area where the *premises* is located.

4.17.14 Request for final account or disconnection

If a *customer* requests the *retail entity* to arrange for the preparation and issue of a final bill for, or the disconnection of, the *customer's premises*, the *retail entity* must use its best endeavours to arrange for that bill or disconnection in accordance with the *customer's* request.

4.18 Reconnection after disconnection

4.18.1 Retail entity and customer obligations

Where a *retail entity* has arranged for the disconnection of a *customer's premises* and the *customer* has:

- (a) rectified the matter that led to the disconnection;
- (b) made a request for reconnection; and
- (c) paid the prescribed fee under the *electricity legislation* for reconnection,

the *retail entity* must arrange for the reconnection of the *customer's premises* in accordance with this clause.

4.18.2 Time for reconnection

Where under clause 4.18.1 a *retail entity* is obliged to arrange for the reconnection of a *customer's premises*, then it must use its best endeavours to arrange for reconnection within the time required in the table below:

<i>Feeder type through which the customer's premises is supplied</i>	Time required for reconnection
<i>CBD feeder / urban feeder</i>	If the request is made by 1.00pm on a <i>business day</i> , then on the same day or as otherwise agreed with the <i>customer</i> . If the request is made after 1.00pm on a <i>business day</i> , then by the next <i>business day</i> or as otherwise agreed with the <i>customer</i> . If the request is made on a non- <i>business day</i> , then on the next <i>business day</i> or as otherwise agreed with the <i>customer</i> .
<i>short rural feeder</i>	By the next <i>business day</i> after the <i>customer's</i> request or as otherwise agreed with the <i>customer</i> .
<i>long rural feeder / isolated feeder</i>	By the <i>business day</i> agreed with the <i>customer</i> .

4.19 Special needs

4.19.1 Life support equipment

Where a *customer* provides a *retail entity* with confirmation from a registered medical practitioner or a hospital that a person residing at the *customer's premises* requires *life support equipment*, the *retail entity* must:

- (a) register the *premises* as a *life support equipment* address and give to the *distribution entity* relevant information about the *premises* for the purposes of updating the *distribution entity's* records and registers;
- (b) not arrange for the disconnection of that *premises* while the person continues to reside at that address and requires the use of *life support equipment*; and
- (c) give the *customer* an emergency telephone contact number for the *customer's distribution entity*.

4.19.2 Cessation of requirement for life support equipment

A *customer* whose *premises* has been registered under this clause must inform the *retail entity* if the person for whom the *life support equipment* is required vacates the *premises* or no longer requires the *life support equipment*.

4.19.3 Definition of life support equipment

For the purposes of this *Code*, "*life support equipment*" means:

- (a) an oxygen concentrator; or
- (b) an intermittent peritoneal dialysis machine; or
- (c) a haemodialysis machine; or
- (d) chronic positive airways pressure respirators; or
- (e) criglar najjar syndrome photo therapy equipment; or
- (f) a ventilator for life support; or
- (g) other equipment as notified by the *regulator* from time to time.

4.19.4 Language needs

A *retail entity* must provide referral to multi-lingual services (for languages common to the relevant *residential customer* base) to meet the reasonable needs of its *residential customers*.

4.20 Force majeure

4.20.1 Effect of *force majeure* event

If, but for this clause 4.20, a *retail entity* or a *customer* would breach their *standard customer sale contract* due to the occurrence of a *force majeure event*:

- (a) the obligations of the *retail entity* or the *customer*, other than an obligation to pay money, under their *standard customer sale contract* are suspended to the extent to which they are affected by the *force majeure event* for so long as the *force majeure event* continues; and
- (b) the *retail entity* or the *customer* must use its best endeavours to give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

4.20.2 Deemed prompt notice

For the purposes of clause 4.20.1, if the effects of a *force majeure event* are widespread the *retail entity* will be deemed to have given a *customer* prompt notice if it makes the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

4.20.3 Situations where clause 4.20.1(a) does not apply

A *retail entity* may agree with a *customer* that the *retail entity* is not to have the benefit of clause 4.20.1(a) in respect of any *force majeure event*.

4.20.4 Obligation to overcome or minimise effects of *force majeure event*

A *retail entity* or a *customer* relying on clause 4.20.1(a) by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

4.20.5 Settlement of industrial disputes

Nothing in clause 4.20.4 requires a *retail entity* or a *customer* to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that *retail entity* or a *customer*.

4.20.6 Non-exclusion

Nothing in this clause 4.20 varies or excludes the operation of sections 119 and 120 of the *National Electricity Law* or section 97 and 97A of the *Electricity Act*.

5.1 Definitions and interpretation

5.1.1 Definitions

acceptable identification in relation to:

- (a) a *residential customer*, includes one or more of the following:
 - (i) a driver's licence, a current passport or other form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government;
 - (iii) a birth certificate.
- (b) a *business customer* which is a sole trader or partnership, includes one or more of the forms of identification for a *residential customer* for each of the individuals that conduct the business.
- (c) a *business customer* which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number.

Australian Standard means the Australian Standard AS ISO 10002-2006 as amended and updated from time to time.

bank means an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cth).

billing cycle means the regular recurrent period for which a *customer* receives a bill from a *retail entity*.

business customer means a *customer* who is not a *residential customer*.

business day means:

- (a) for the purposes of sections 2.5.5, 2.5.6 and 4.18.2, a day, other than a Saturday, a Sunday or a public holiday in the local authority area where the *premises* is located; and
- (b) for all other sections of this *Code*, a day, other than a Saturday, a Sunday or a Queensland wide public holiday (as appointed under the *Holidays Act 1983* (Qld)).

CBD feeder means a feeder supplying predominantly commercial high-rise buildings, supplied by a predominantly underground *supply network* containing significant interconnection and redundancy when compared to urban areas.

Code means this Electricity Industry Code.

contestable customer has the meaning given under the *Electricity Act*.

contract interest rate means, for a financial year, the Reserve Bank of Australia Cash Rate Target (which is commonly known as the official interest rate) as at the previous 1 June, less one full percentage point, or such other rate approved by the *regulator*.

customer means a *customer* as defined in the *Electricity Act*.

customer connection services has the meaning given in the *Electricity Act*.

customer retail services has the meaning given under the *Electricity Act*.

customer sale contract means either a *standard customer sale contract* or *negotiated customer sale contract*.

disconnection warning means a notice in writing issued in accordance with clause 4.17.

distribution authority has the meaning given under the *Electricity Act*.

distribution entity means an entity that holds a *distribution authority*.

electrical installation has the meaning given in the *Electricity Act*.

Electrical Safety Act means the *Electrical Safety Act 2002* (Qld).

Electrical Safety Regulation means the *Electrical Safety Regulation 2002* (Qld).

Electricity Act means the *Electricity Act 1994* (Qld).

electricity legislation means the *Electricity Act*, *Electrical Safety Act*, the *Electricity - National Electricity Scheme (Queensland) Act 1997* (Qld) and regulations, standards, codes, protocols and rules made under those Acts.

Electricity Regulation means the *Electricity Regulation 2006* (Qld).

emergency means an emergency 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 normal operation of the *supply network* or *transmission grid*, in the state of Queensland or which destroys or damages, or threatens to destroy or damage, any property in the state of Queensland.

ENERGEX means ENERGEX Limited (ACN 078 849 055).

Ergon Energy means Ergon Energy Corporation Limited (ACN 087 646 062).

explicit informed consent is the consent provided by a *customer* where:

- (a) the *customer* provides express conscious agreement;

- (b) the relevant *retail entity* has fully and adequately disclosed all matters relevant to that *customer*, including each specific purpose for which the consent will be used; and
- (c) all disclosures referred to in paragraph (b) are truthful and have been provided in plain language appropriate to that *customer*.

external dispute resolution scheme means the external dispute resolution scheme established by the *Electricity Act*.

feeder type means a *CBD feeder*, *isolated feeder*, *long rural feeder*, *short rural feeder* or *urban feeder* as the case may be.

financial year means a year commencing 1 July and ending 30 June.

force majeure event means an event outside the control of a *retail entity* or a *customer*.

GSL rebate means a *guaranteed service level* rebate to be given in accordance with clause 2.5.

GST has the meaning it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

guaranteed service level means a guaranteed service level set out in clause 2.5.

host retail entity means a *retail entity* whose *retail authority* states a retail area.

hot water supply means a hot water supply connected on a controlled supply tariff, for example Tariff 31 or Tariff 33.

instalment plan means a plan for a *customer* to pay to the *retail entity*, by periodic instalments, all arrears (including any disconnection or reconnection charges) and charges relating to continued usage of electricity but for clarity does not include an informal arrangement under which a *customer* is granted additional time to pay an amount owed.

interruption means any temporary unavailability of electricity supply to a *customer* associated with an outage of the *supply network* including outages affecting a single *premises*, but does not include disconnection.

interruption duration GSL has the meaning given in clause 2.5.9(b)(i).

interruption frequency GSL has the meaning given in clause 2.5.9(b)(ii).

isolated feeder means a feeder which is not connected to the national grid, but excludes the Mt Isa-Cloncurry *supply network*, as that network is defined in the *Electricity Act*.

life support equipment has the meaning set out in clause 4.19.3.

long rural feeder means a feeder which is not a *CBD feeder*, *urban feeder* or *isolated feeder* with a total feeder route length greater than 200 km.

major event day means a day determined under clause 3 of Schedule 1.

metering data has the meaning given that term in the *National Electricity Rules*.

Metrology Procedure has the meaning given under the *National Electricity Rules*.

minimum service standard means a service standard set out in clause 2.4.

National Electricity Law has the meaning given under the *Electricity - National Scheme (Queensland) Act 1997* (Qld).

National Electricity Rules means the rules made under the *National Electricity Law* applied as the law of Queensland.

Natural Disaster Relief Arrangements means Natural Disaster Relief Arrangements, administered by the Commonwealth Department of Transport and Regional Services.

negotiated customer connection contract has the meaning given under the *Electricity Act*.

negotiated customer sale contract has the meaning given under the *Electricity Act*.

NEMMCO means the National Electricity Market Management Company Limited ACN 072 010 327, the company which operates and administers the wholesale electricity market in accordance with the *National Electricity Rules*.

network management plan means the plan outlined in clause 2.3.

non-contestable customer has the meaning given under the *Electricity Act*.

notified prices has the meaning given under the *Electricity Act*.

planned interruption means an *interruption* for which the *distribution entity* has, or should have, given a notice under clause 2.5.8 or which the *distribution entity* is excused from giving a notice under this *Code*, or *electricity legislation* or contractual arrangements with a *customer*.

power system security and reliability standards has the meaning given in the *National Electricity Rules*.

premises means the address at which *customer retail services* or *customer connection services* (as the context requires) are provided to a *customer* and, to avoid doubt, may include a *customer's electrical installation*.

quarter means a period of three months commencing 1 January, 1 April, 1 July and 1 October as the case may be.

quarterly means the period of days represented by 365 days divided by 4.

regulator has the meaning given under the *Electricity Act*.

residential customer means a *customer* who acquires electricity for domestic use.

responsible person has the same meaning as is given to that term in the *National Electricity Rules*.

retail authority has the meaning given under the *Electricity Act*.

retail entity means an entity that holds a *retail authority*.

SAIDI means the sum of the duration of each *interruption* (measured in minutes) divided by the total number of *customers* (averaged over the *financial year*) of that *distribution entity*.

SAIDI Limits mean the limits set out in clause 1 of Schedule 1.

SAIFI means the total number of *interruptions* divided by the total number of *customers* (averaged over the *financial year*) of that *distribution entity*.

SAIFI Limits mean the limits set out in clause 2 of Schedule 1.

second edition commencement date means the date the second edition of this *Code* took effect specified in clause 1.1.3.

security deposit means an amount of money or other arrangement acceptable to the *retail entity* as a security against a *customer* defaulting on a bill.

short rural feeder means a feeder with a total feeder route length less than 200 km, and which is not a *CBD feeder*, *urban feeder* or an *isolated feeder*.

small business customer means a *business customer* whose actual or estimated consumption for the *premises* is, or is estimated to be, less than 100 MWh per annum.

standard customer connection contract has the meaning given in the *Electricity Act*.

standard customer sale contract has the meaning given under the *Electricity Act*.

summer preparedness plan means the plan outlined under clause 2.2.

supply network has the meaning given in the *Electricity Act*.

system operator means a person who *NEMMCO* has appointed as an agent under Chapter 4 of the *National Electricity Rules* and who is registered as a system operator with *NEMMCO* under Chapter 2 of the *National Electricity Rules*.

transmission grid has the meaning given in the *Electricity Act*.

urban feeder means a feeder with annual actual maximum demand per total feeder route length greater than 0.3 MVA/km and which is not a *CBD feeder*, *short rural feeder*, *long rural feeder* or an *isolated feeder*.

5.1.2 Interpretation

Unless the contrary intention appears, a reference in this *Code* to:

- (a) **(headings)** headings are for convenience only and do not affect the interpretation of this *Code*;
- (b) **(variations or replacement)** a document (including this *Code*) includes any variation or replacement of it;
- (c) **(clauses, schedules and annexures)** a clause, schedule or annexures is a reference to a clause in or schedule or annexure to this *Code*;
- (d) **(reference to statutes)** 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;
- (e) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- (h) **(dollars)** \$ is a reference to the lawful currency of Australia;
- (i) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (j) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (k) **(meaning not limited)** the words “include”, “including” or “for example” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(next business day)** if an event under this agreement must occur on a stipulated day which is not a *business day* then the stipulated day will be taken to be the next *business day*;
- (m) **(reference to anything)** anything (including any amount) is a reference to the whole and each part of it.

Schedule 1 - Reliability limits

1 SAIDI Limits

1.1 ENERGEX

<i>feeder type</i>	2004/5	2005/6	2006/7	2007/8	2008/9	2009/10
<i>CBD</i>	20	20	20	20	20	20
<i>urban</i>	162	155	145	134	122	110
<i>short rural</i>	272	265	255	244	232	220

1.2 Ergon Energy

<i>feeder type</i>	2004/5	2005/6	2006/7	2007/8	2008/9	2009/10
<i>urban</i>	220	215	205	195	180	150
<i>short rural</i>	610	590	570	550	500	430
<i>long rural</i>	1,180	1,150	1,130	1,090	1,040	980

2 SAIFI Limits

2.1 ENERGEX

<i>feeder type</i>	2004/5	2005/6	2006/7	2007/8	2008/9	2009/10
<i>CBD</i>	0.33	0.33	0.33	0.33	0.33	0.33
<i>urban</i>	1.78	1.73	1.64	1.54	1.43	1.32
<i>short rural</i>	2.84	2.77	2.70	2.63	2.56	2.50

2.2 Ergon Energy

Feeder	2004/5	2005/6	2006/7	2007/8	2008/9	2009/10
<i>urban</i>	2.75	2.70	2.60	2.50	2.30	2.00
<i>short rural</i>	5.70	5.40	5.20	5.00	4.50	4.00
<i>long rural</i>	9.00	8.75	8.60	8.50	7.80	7.50

3 Determination of a *major event day*

The following material is reprinted with permission from ANSI Std. 1366-2003 "IEEE Guide for Electric Power Distribution Reliability Indices" Copyright 2003 by IEEE. The IEEE disclaims any responsibility or liability resulting from the placement and use in the described manner.

3.1 Explanation and Purpose

The following process ("Beta Method") is used to identify *major event days* which are to be excluded from the *minimum service standards* under clause 2.4.3(c).

Its purpose is to allow major events to be studied separately from daily operation, and in the process, to better reveal trends in daily operation that would be hidden by the large statistical effect of major events.

A *major event day* under the Beta Method is one in which the daily total system (ie, not on a *feeder type* basis) *SAIDI* value ("daily *SAIDI* value") exceeds a threshold value, T_{MED} . The *SAIDI* index is used as the basis of determining whether a day is a *major event day* since it leads to consistent results regardless of utility size and because *SAIDI* is a good indicator of operational and design stress.

In calculating the daily total system *SAIDI*, any *interruption* that spans multiple days is deemed to accrue on the day on which the *interruption* begins. That is, all minutes without supply resulting from an *interruption* beginning on a *major event day* are deemed to have occurred on the *major event day*, including those minutes without supply occurring on following days.

3.2 Determining a *major event day*

The *major event day* identification threshold value T_{MED} is calculated at the end of each *financial year* for each *distribution entity* for use during the next *financial year* as follows:

- (a) Collect daily *SAIDI* values for the last five *financial years*. If fewer than five years of historical data are available, use all available historical data for the lesser period.
- (b) Only those days that have a daily *SAIDI* value will be used to calculate the T_{MED} (ie, days that did not have any *interruptions* are not included).
- (c) Take the natural logarithm (\ln) of each daily *SAIDI* value in the data set.
- (d) Find α (Alpha), the average of the logarithms (also known as the log-average) of the data set.
- (e) Find β (Beta), the standard deviation of the logarithms (also known as the log-standard deviation) of the data set.

* From Std. 1366-2003 "IEEE Guide for Electric Power Distribution Reliability Indices". Copyright 2003 IEEE. All rights reserved.

- (f) Complete the *major event day* threshold T_{MED} using the following equation:

$$T_{MED} = e^{(\alpha + 2.5 \beta)}$$

- (g) Any day with daily *SAIDI* value greater than the threshold value T_{MED} which occurs during the subsequent *financial year* is classified as a *major event day*.*

3.3 Treatment of a *major event day*

To avoid doubt, a *major event day*, and all *interruptions* beginning on that day, are excluded from the calculation of a *distribution entity's SAIDI* and *SAIFI* in respect of all of its *feeder types*.

* From Std. 1366-2003 "IEEE Guide for Electric Power Distribution Reliability Indices". Copyright 2003 IEEE. All rights reserved.



Queensland Government

Department of **Energy**

Standard Customer Connection Contract

**Annexure A to the
Electricity Industry Code**

Standard Customer Connection Contract

1	PARTIES	4
2	DEFINITIONS AND INTERPRETATION	4
3	DO THESE TERMS AND CONDITIONS APPLY TO YOU?	4
3.1	These are our terms and conditions	4
3.2	Application for <i>customer connection services</i>	4
3.3	Supply if no <i>customer connection contract</i>	4
4	WHAT IS THE TERM OF THIS CONTRACT?	5
4.1	When does this contract start?	5
4.2	When this contract ends	5
4.3	Rights on the contract ending	5
5	SCOPE OF THIS CONTRACT	5
5.1	What is covered by this contract?	5
5.2	What is not covered by this contract?	6
5.3	<i>Connection point</i>	6
5.4	Guaranteed service levels	6
5.5	Compliance with <i>electricity legislation</i>	6
6	OUR LIABILITY	6
6.1	How this clause operates with the Trade Practices Act etc	6
6.2	Non-exclusion	7
7	YOUR GENERAL OBLIGATIONS	7
7.1	Full information	7
7.2	Updating information	7
7.3	Your general obligations	7
7.4	<i>Life support equipment</i>	8
7.5	No interference	8
7.6	Illegal use	8
7.7	Obligations if you are not an owner	8
8	ACCESS TO THE PREMISES	9
8.1	Your obligations	9
8.2	Our obligations	9
9	INTERRUPTION TO SUPPLY	9
9.1	Supply may be interrupted or limited	9
9.2	Planned <i>interruptions</i>	10
9.3	<i>Life support equipment</i>	10
9.4	Your right to information	10
9.5	Emergencies	10
10	CHARGES	11
10.1	Amount of charges - <i>non-contestable customers</i>	11
10.2	Amount of charges - <i>contestable customers</i>	11
10.3	Determination of <i>network charges</i>	11
10.4	Charging categories	11
10.5	Billing	11
10.6	Payment	12

10.7	Billing disputes	12
10.8	Charge for dishonoured payments	12
11	SECURITY DEPOSIT	12
11.1	Application	12
11.2	Security deposit	13
11.3	Estimated monthly or quarterly bills	13
11.4	Increase in <i>security deposit</i>	13
11.5	Interest on <i>security deposit</i>	13
11.6	Use of <i>security deposit</i>	13
11.7	Obligation to return a <i>security deposit</i>	14
11.8	Return of bank guarantee	14
11.9	Identification in our accounts	14
12	DISCONNECTION OF SUPPLY	14
12.1	When can we arrange for <i>disconnection</i> ?	14
12.2	Denying access to the <i>premises</i>	14
12.3	Other rights to <i>disconnect</i>	15
12.4	<i>Life support equipment</i>	15
12.5	Times when the <i>premises</i> must not be <i>disconnected</i>	15
12.6	Our rights after <i>disconnection</i>	16
12.7	<i>Disconnection fee</i>	16
12.8	Additional disconnection provisions	16
12.9	Unpaid bills	16
12.10	Failure to pay a <i>security deposit</i>	16
13	RECONNECTION AFTER DISCONNECTION	17
13.1	Yours and our obligations	17
13.2	Time for reconnection	17
13.3	Wrongful <i>disconnection</i>	17
14	NOTICES AND BILLS	17
15	PRIVACY AND CONFIDENTIALITY	18
15.1	Privacy of information	18
15.2	Disclosure	18
15.3	Access to information	18
16	QUERIES, COMPLAINTS AND DISPUTE RESOLUTION	18
16.1	Queries or complaints	18
16.2	Our obligations	19
17	FORCE MAJEURE	19
17.1	Effect of <i>force majeure event</i>	19
17.2	Deemed prompt notice	19
17.3	Obligation to overcome or minimise effect of <i>force majeure event</i>	19
17.4	Settlement of industrial disputes	20
18	APPLICABLE LAW	20
19	GENERAL	20
19.1	Our obligations	20

19.2	Ending of one contract does not affect the other	20
19.3	<i>GST</i>	20
19.4	Amending this contract	20
19.5	Assignment	21
19.6	Contributory negligence	21
SCHEDULE 1 - DEFINITIONS AND INTERPRETATION		22

Standard Customer Connection Contract

1 PARTIES

This contract is between:

If your *premises* is connected to ENERGEX Limited's *supply network*:

ENERGEX Limited (ACN 078 849 055)

If your *premises* is connected to one of Ergon Energy Corporation Limited's *supply networks*:

Ergon Energy Corporation Limited (ACN 087 646 062)

(in this contract referred to as “we”, “our” or “us”); and

You, the *customer* to whom this contract is expressed to apply (in this contract referred to as “you” or “your”).

2 DEFINITIONS AND INTERPRETATION

Words appearing in italicised type like *this* are defined in Schedule 1 to this contract.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This document sets out our current terms and conditions for our *standard customer connection contract* under the *Electricity Act*.

3.2 Application for *customer connection services*

These terms and conditions apply to you if you or your *retail entity* have applied to us for *customer connection services* under section 40 of the *Electricity Act* and we provide you with *customer connection services*.

3.3 Supply if no *customer connection contract*

These terms and conditions apply to you under section 40AA of the *Electricity Act* if your *premises* are connected to our *supply network* and there is no *customer connection contract* in effect or taken to be in effect (for example under clause 3.2) for the provision of *customer connection services* to the *premises*.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

Your contract with us will start on the date we first provide you with *customer connection services* at your *premises* in accordance with the *Electricity Act*.

4.2 When this contract ends

- (a) This contract ends on the earliest of the following to occur:
- (i) subject to paragraph (b), three *business days* after your *retail entity* notifies us that you wish the provision of *customer connection services* to you at the *premises* to be terminated (even if you have vacated the *premises* earlier);
 - (ii) on a day agreed on by you and us;
 - (iii) when the provision of *customer connection services* to the *premises* commences under a *negotiated customer connection contract*; or
 - (iv) if we *disconnect* the *premises* and you have no right to reconnection under this contract or the *Electricity Industry Code*.
- (b) If you give notice under paragraph (a)(i) but do not give safe access to the *premises* to conduct a final meter reading (where relevant), then this contract will not end until the earlier of:
- (i) three *business days* after safe access is given; and
 - (ii) when the meter is read.

4.3 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Subject to the *electricity legislation*, we will provide the following *customer connection services* to you in accordance with this contract:
- (i) connection of the *premises* to the *supply network* to allow the supply of electricity from the *supply network* to the *premises*; and
 - (ii) supply of electricity from the *supply network* to the *premises*.

5.2 What is not covered by this contract?

- (a) This contract does not cover the connection to our *supply network* of any generating plant you may have on your *premises* for the purpose of exporting electricity into our *supply network*. You will need to enter into a separate agreement with us if you intend to export electricity into our *supply network*.
- (b) This contract does not cover the provision of *customer retail services* to your premises which will be governed by your *customer sale contract* with your *retail entity*.

5.3 Connection point

- (a) Subject to the *electricity legislation*, we must provide, install and maintain equipment for the provision of *customer connection services* at the *premises* in a manner which is safe and in accordance with the *electricity legislation*.
- (b) Our obligations extend up to the *connection point* and not beyond.

5.4 Guaranteed service levels

Under the *Electricity Industry Code*, we are required to meet certain guaranteed service levels if you are a *non-contestable customer*. If we do not meet a relevant guaranteed service level and you are entitled to a rebate under the *Electricity Industry Code*, then we must give you a rebate in accordance with the *Electricity Industry Code*. We will arrange for this rebate to be credited to your electricity account in accordance with the *Electricity Industry Code*.

5.5 Compliance with *electricity legislation*

We must comply with applicable *electricity legislation* relating to the provision of *customer connection services* to your *premises*.

6 OUR LIABILITY

6.1 How this clause operates with the Trade Practices Act etc

- (a) The *Trade Practices Act 1974* (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- (b) Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract.
- (c) Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
 - (i) providing equivalent goods or services provided under this contract to your *premises*; or

- (ii) paying you the cost of replacing the goods or services provided under this contract to your *premises*, or acquiring equivalent goods or services.

6.2 Non-exclusion

Sections 97 and 97A of the *Electricity Act* and 119 and 120 of the *National Electricity Law*, and any other limitations of liability or immunities granted under *electricity legislation*, are not limited in their operation or application by anything contained in this contract.

7 YOUR GENERAL OBLIGATIONS

7.1 Full information

You must not mislead or deceive us in relation to any information provided to us.

7.2 Updating information

You must inform us or your *retail entity* as soon as possible if there is any:

- (a) change to your contact details;
- (b) change materially affecting access to any metering equipment at the *premises*;
- (c) proposed change in wiring or plant or equipment or any change to the operation of connected plant or equipment which may affect the quality, reliability or safety of the connection or the supply of electricity to the *premises* or any other person; or
- (d) permanent material change¹ to the electrical load or pattern of usage at the *premises*.

7.3 Your general obligations

You must:

- (a) pay for the *customer connection services* to the *premises* in accordance with this contract;
- (b) comply with applicable *electricity legislation* relating to the provision of *customer connection services* under this contract; and
- (c) comply with our reasonable requirements in accordance with applicable *electricity legislation*.²

¹ Examples include the installation of a large new air-conditioning plant or other new equipment that uses a large amount of power, or an increase in the size of a factory or manufacturing plant.

² This includes an obligation on you, the *customer*, to provide and maintain at the *premises* any reasonable or agreed facility required by the *distribution entity* for the provision of *customer connection services* to the *premises*.

7.4 Life support equipment

- (a) If a person living at the *premises* requires *life support equipment*, you must register the *premises* with your *retail entity*. To be registered, you must provide written confirmation from a registered medical practitioner or a hospital of the requirement for *life support equipment*.
- (b) You must inform your *retail entity* if the *life support equipment* is no longer required at the *premises*.

7.5 No interference

You must not:

- (a) illegally use electricity;
- (b) interfere or allow interference with any of our equipment which is at the *premises* except as may be permitted by law;
- (c) use the electricity supplied to your *premises* or any *electrical equipment* in a manner which:
 - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (ii) causes damage or interference to any third party;
- (d) allow *customer connection services* provided by us to be used other than in accordance with this contract or the *electricity legislation*; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.6 Illegal use

If you have breached clause 7.5 of this contract, we or your *retail entity* may, in accordance with the *electricity legislation*:

- (a) estimate the amount of electricity so obtained and bill you or take debt recovery action against you for that amount;
- (b) undertake any necessary rectification work at your cost; and
- (c) arrange for the immediate *disconnection* of your *premises*.

7.7 Obligations if you are not an owner

If you are unable to fulfil an obligation in respect of the *premises* under this contract because you are not the owner of the *premises*, then you are not in breach of this contract if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

8 ACCESS TO THE PREMISES

8.1 Your obligations

You must provide us and our authorised representatives (together with all necessary equipment), safe, convenient and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the *premises*, at any reasonable time to:

- (a) read, test, maintain, inspect or alter any meter at the *premises*;
- (b) calculate or measure electricity supplied or taken at the *premises*;
- (c) check the accuracy of metered consumption at the *premises*;
- (d) replace meters, control apparatus and other *electrical equipment* of ours;
- (e) connect or *disconnect* the *premises*;
- (f) examine or inspect an *electrical installation* at the *premises*;
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the *premises*;
- (h) undertake repairs, testing or maintenance of the *supply network*;
- (i) clear vegetation from *electric lines* and equipment owned by us;
- (j) take action to decide the appropriate tariff or charging category for the *premises*; and
- (k) perform services requested by you.

8.2 Our obligations

We and our representatives seeking access to the *premises* must:

- (a) comply with all relevant requirements under the *electricity legislation*;
- (b) carry or wear official identification; and
- (c) show the identification if requested.

9 INTERRUPTION TO SUPPLY

9.1 Supply may be interrupted or limited

You acknowledge that the provision of *customer connection services* to the *premises* may be interrupted or limited in the circumstances set out in the *electricity legislation* or in accordance with the conditions of any applicable tariff, charging category or any applicable *notified prices* conditions.

9.2 **Planned *interruptions***

We must notify you of a planned *interruption* as follows:

- (a) normally, at least two *business days* prior to the planned *interruption* and, subject to clause 9.3 (if applicable), that notice may be by mail, letterbox drop, press advertisement or other appropriate means; or
- (b) for work that needs to be performed without delay to prevent, rectify or mitigate an *emergency*, whatever notice is reasonable in the circumstances.

9.3 **Life support equipment**

If you have registered the *premises* with your *retail entity* as having *life support equipment*, we must give you:

- (a) notice of planned *interruptions* in writing;
- (b) information to assist the preparation of a plan of action in case of *interruptions*; and
- (c) an *emergency* telephone contact number.

9.4 **Your right to information**

- (a) At your request, we must provide an explanation for any:
 - (i) interruption to the supply of electricity to the *premises*; or
 - (ii) supply of electricity to the *premises* of a quality in breach of any relevant standards under *electricity legislation*.
- (b) If you request that the explanation be in writing, we must, within 10 *business days* of receiving the request, give you either:
 - (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation where a longer period is reasonably required in the circumstances.

9.5 **Emergencies**

If the supply of electricity to the *premises* is interrupted in or as a result of an *emergency*, we must:

- (a) make information on the following available, by way of our 24 hour information service:
 - (i) the nature of the *emergency*; and
 - (ii) where reasonably possible, an estimate of the time when the supply of electricity will be restored; and

- (b) use all reasonable endeavours to restore the supply of electricity to the *premises* as soon as possible.

10 CHARGES

10.1 Amount of charges - *non-contestable customers*

- (a) This clause 10.1 only applies if you are a *non-contestable customer*.
- (b) You acknowledge that the *notified prices* charged by your *retail entity* includes charges for the provision of *customer connection services* to the *premises* and you agree to pay those charges to your *retail entity*.

10.2 Amount of charges - *contestable customers*

If you are a *contestable customer*, then you must pay us for *network charges* in accordance with clauses 10.3 to 10.8.

10.3 Determination of *network charges*

- (a) The *network charges* for a *billing cycle* will be the amount determined by us from time to time in accordance with all applicable regulatory instruments (including any relevant processes set down in those instruments).
- (b) We must notify your *retail entity* of choice (or you, if billing directly) whenever there is a change in the *network charges* or a material change in the processes for their determination.

10.4 Charging categories

- (a) If there are any conditions that are relevant to any tariff or charging category which apply to you for provision of *customer connection services* to the *premises*, we must advise you or your *retail entity* of those conditions.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff or charging category that applies to you.

10.5 Billing

- (a) Subject to paragraph (c), we must prepare and submit to your *retail entity* of choice, a bill for *network charges* on at least a quarterly basis or at other times agreed with you or your *retail entity* of choice.
- (b) Subject to paragraph (c), you must pay the *network charges* to your *retail entity* of choice. If you pay *network charges* to your *retail entity* of choice, you are taken to have paid that amount to us.
- (c) We will bill you directly for *customer connection services* if:
 - (i) you request and we agree (in our absolute discretion); or

- (ii) we elect to do so (on giving notice to you and your *retail entity* of choice).

If requested, each party must supply to the other such supporting material, data and information in respect of the statements that the other party reasonably requires.

10.6 Payment

If we are billing you directly, you must:

- (a) pay the amount to the bank account nominated by us from time to time; and
- (b) fax details of the payment to us on the same day as the payment is made.

10.7 Billing disputes

- (a) If we are billing you directly and a bill is disputed by you on a genuine basis, you must:
 - (i) pay the greater of:
 - (A) the portion of the bill which you do not dispute; or
 - (B) an amount equal to the average of your bills in the last 12 months;
 - (ii) provide us with a detailed statement of your objection to the disputed amount; and
 - (iii) pay any further bills you receive while the dispute is being resolved.
- (b) The parties must seek to resolve the dispute in good faith.
- (c) Within five *business days* of the settlement of the dispute, any amount agreed or determined to be paid must be paid by you .

10.8 Charge for dishonoured payments

If we are billing you directly and a payment you make is dishonoured, and we incur a fee as a result, you must pay us an amount equal to the sum of:

- (a) any fee charged to us by our *bank*; and
- (b) a reasonable fee notified by us to cover our administration costs.

11 SECURITY DEPOSIT

11.1 Application

This clause 11 only applies if you are a *contestable customer* and we are billing you directly for *customer connection services*.

11.2 Security deposit

- (a) We may require you to provide a *security deposit*.
- (b) Unless otherwise agreed:
 - (i) the amount of a *security deposit* for a *customer* who is on a quarterly *billing cycle* must not be greater than 1.5 times the estimated quarterly bill; and
 - (ii) the amount of a *security deposit* for a *customer* who is on a monthly *billing cycle* must not be greater than 2.5 times the estimated monthly bill.
- (c) We may, at our discretion, accept a bank guarantee as an alternative to a cash *security deposit* if the amount of *security deposit* requested is greater than \$500.
- (d) You must provide the *security deposit*, any increase in the *security deposit* or, if a bank guarantee is permitted to be provided in place of a *security deposit*, the bank guarantee, within five *business days* after we request such *security deposit*, increase or bank guarantee.

11.3 Estimated monthly or quarterly bills

For the purpose of clause 11.2(b), your estimated monthly or quarterly bill will be based on:

- (a) your previous billing history;
- (b) the previous billing history at your *premises*; or
- (c) if no such history is available, typical electricity usage of customers of the same type as you.

11.4 Increase in *security deposit*

Despite clause 11.2(b), we may request or increase an existing *security deposit* at any time, to ensure the *security deposit* held is sufficient to secure your current *customer connection services* usage taking into account the limits on *security deposits* under clause 11.2(b) as calculated using the average of your last three bills.

11.5 Interest on *security deposit*

- (a) Where we have received a *security deposit* from you, we will pay interest, if any, to you, on the deposit at the *contract interest rate*.
- (b) Any interest accrued on the *security deposit* will be credited to your account when the *security deposit* is returned to you.

11.6 Use of *security deposit*

- (a) We may use your *security deposit* and interest which has accrued to it to offset any amount owed by you to us, if you:

- (i) fail to pay an amount owing resulting in the *disconnection* of your *premises*; or
 - (ii) default on a final bill issued by us when you vacate a *premises* or ask that the *premises* be *disconnected*.
- (b) Within five *business days* of using the *security deposit*, we will advise you why and when it was used and of your obligations to provide a further *security deposit*. Nothing in this clause permits us to require your total *security deposit* to exceed the amount referred to in clause 11.2.

11.7 Obligation to return a *security deposit*

Where you have been required to pay a *security deposit* and you cease to purchase *customer connection services* from us at the *premises* and a final reading of the meter for that *premises* is completed or you cease to be billed directly by us, we must within 10 *business days* pay the *security deposit* and any interest to you, or, on your written instructions, to another person.

11.8 Return of bank guarantee

Where we have accepted a bank guarantee from you in lieu of a *security deposit*, we must return the bank guarantee within 10 *business days* of you satisfying the conditions referred to in clause 11.7.

11.9 Identification in our accounts

We must be able to separately identify *security deposits* in our company accounts and the value of *security deposits* which we hold for you.

12 DISCONNECTION OF SUPPLY

12.1 When can we arrange for *disconnection*?

- (a) Subject to paragraph (b), we may *disconnect* the *premises* only in accordance with this clause 12.
- (b) You acknowledge that we and other authorised people have various rights and obligations to *disconnect* or arrange the *disconnection* of the *premises* in the circumstances set out in the *electricity legislation*. This includes your *retail entity* under your contract with that entity.

12.2 Denying access to the *premises*

- (a) We may send a *disconnection warning* to you if you have not complied with your access obligations under clause 8.
- (b) Subject to paragraph (c), we may *disconnect* the *premises* if you fail to comply with the requirements for the granting of access set out in the *disconnection warning*.

- (c) Before *disconnecting* your *premises* under paragraph (b), we must use our best endeavours to contact you to arrange an appointment with you for safe access to your *premises*.
- (d) A *disconnection warning* under paragraph (a) must:
 - (i) require you to provide the access within a stated period of at least five *business days* after its receipt; and
 - (ii) carry a warning of the consequences of failing to comply with the notice.

12.3 Other rights to *disconnect*

We may *disconnect* the *premises*:

- (a) if you breach clause 7.5;
- (b) if you have provided false information to us or your *retail entity* (in circumstances where you would not have been entitled to be connected if the false information had not been provided);
- (c) for reasons of health and safety;
- (d) if your *retail entity* informs us that they have a right to arrange for your *disconnection* under their contract with you and requests that we arrange such *disconnection*; or
- (e) if required to do so at the direction of State or Federal police.

12.4 Life support equipment

Except in an *emergency*, we must not *disconnect* the *premises* if it is registered as having *life support equipment*.

12.5 Times when the *premises* must not be *disconnected*

- (a) Subject to paragraph (b), we must not *disconnect* the *premises*:
 - (i) after 3pm on a *business day*;
 - (ii) on a Friday or the day before a public holiday;
 - (iii) on a weekend or a public holiday; or
 - (iv) if you are a *residential customer* or *small business customer*, between 20 December and 31 December (inclusive) in any year.
- (b) We may *disconnect* the *premises* within the excluded times set out in paragraph (a):
 - (i) for reasons of health and safety;

- (ii) if the *premises* is a commercial business that only operates within the excluded times and where access to the *premises* is necessary to effect *disconnection*;
 - (iii) on your request;
 - (iv) where we reasonably believe the *premises* is unoccupied; or
 - (v) as directed by State or Federal police.
- (c) In this clause 12.5, public holiday means a public holiday in the local authority area where the *premises* is located.

12.6 Our rights after *disconnection*

The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of your obligations to pay amounts to us or your *retail entity*.

12.7 *Disconnection fee*

If you have not complied with a *disconnection warning* and we arrive at the *premises* to *disconnect* the *premises* but do not do so because you rectify the matter referred to in the *disconnection warning* to our satisfaction, you must pay us a reasonable fee for the attendance at the *premises*.

12.8 Additional *disconnection* provisions

Clauses 12.9 to 12.10 only apply where you are a *contestable customer* and we are billing you directly for *customer connection services*.

12.9 Unpaid bills

- (a) If we bill you directly and you have failed to pay a bill by the due date, we may send you a reminder notice which:
 - (i) gives you at least five *business days* after it is sent to make payment; and
 - (ii) warns you that we may *disconnect* your *premises* if payment is not made.
- (b) We may send a *disconnection warning* if you fail to make a payment in accordance with the reminder notice.
- (c) If you fail to comply with the *disconnection warning* within five *business days* after its receipt, we may *disconnect* your *premises* unless the amount due is less than the amount approved by the *regulator*.

12.10 Failure to pay a *security deposit*

- (a) We may send a *disconnection warning* if you fail to pay a *security deposit*. The *disconnection warning* must give you at least a further five *business days* after its receipt to make payment.

- (b) If you fail to make payment by the date specified in the *disconnection warning* we may *disconnect* your *premises*.

13 RECONNECTION AFTER *DISCONNECTION*

13.1 Yours and our obligations

If:

- (a) *disconnection* results from your act, or omission, under this contract or otherwise;
- (b) you have rectified the matter which led to the *disconnection* of the *premises* within 10 *business days* of *disconnection*, including complying with any requirements set out in your contract with your *retail entity*; and
- (c) you or your *retail entity* makes a request to us for reconnection,

then we must reconnect the *premises* in accordance with clause 13.2.

13.2 Time for reconnection

If, at the time of the request for reconnection:

- (a) you have paid the prescribed fee;
- (b) complied with our requirements (including, if applicable, the payment of a *security deposit*); and
- (c) the necessary electrical infrastructure, to make the reconnection, remains in place,

we must reconnect the *premises* within the time specified in the table in clause 2.5.5 of the *Electricity Industry Code*, unless you request a later time.

13.3 Wrongful *disconnection*

- (a) This clause 13.3 applies if we *disconnect* your *premises* where we (or a person requesting us to do so) did not have a right to do so.
- (b) We must, without charge, reconnect the *premises* as soon as reasonably possible.

14 NOTICES AND BILLS

- (a) Unless this document or the *Electricity Industry Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send you notices to the *premises* or your contact address. .
- (b) Notices and bills are deemed to have been received by a party:

- (i) on the date it is handed to the party, it is left at the party's *premises* (in your case) or one of our offices (which excludes depots) (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
- (ii) on the date two *business days* after we post it to your *premises* or contact address or you post it to us; or
- (iii) where use of email has been agreed between you and us, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

15 PRIVACY AND CONFIDENTIALITY

15.1 Privacy of information

Subject to clause 15.2 of this contract we must keep information about you confidential in accordance with the *Privacy Act 1988* (Cth).

15.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *retail entity* or a metering provider to the extent that information is for the purposes of or in connection with providing *customer retail services* or meter reading.

15.3 Access to information

- (a) If you request it, we must provide you with details of the information held on you at no charge.
- (b) If you request it, we must provide you with time of use metering data (where it is available). Despite clause 15.3(a), we may charge you a reasonable fee for providing this data.

16 QUERIES, COMPLAINTS AND DISPUTE RESOLUTION

16.1 Queries or complaints

If you have a query or a complaint relating to the provision of *customer connection services* by us to you, or this contract generally, you may contact us on the details as notified to you from time to time.

16.2 Our obligations

- (a) We must handle a complaint made by you in accordance with the *Australian Standard*.
- (b) When we respond to your complaint, we must inform you:
 - (i) that you have a right to raise the complaint to a higher level within our management structure;
 - (ii) that, if after raising the complaint to a higher level you are still not satisfied with our response, you have a right to refer the complaint to the *external dispute resolution scheme* available to customers under the *Electricity Act*.
- (c) If requested by the *customer*, the information in paragraph (b) must be provided in writing.

17 FORCE MAJEURE

17.1 Effect of *force majeure* event

If, but for this clause 17, either party would breach this contract due to the occurrence of a *force majeure* event:

- (a) the obligations of a party under this contract, other than an obligation to pay money (including, in our case, a rebate for failure to meet a guaranteed service level), are suspended to the extent to which they are affected by the *force majeure* event for so long as the *force majeure* event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the *force majeure* event, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

17.2 Deemed prompt notice

For the purposes of this clause 17, if the effects of a *force majeure* event are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure* event or otherwise as soon as practicable.

17.3 Obligation to overcome or minimise effect of *force majeure* event

Either party relying on this clause 17 by claiming a *force majeure* event must use its best endeavours to remove, overcome or minimize the effects of that *force majeure* event as quickly as practicable.

17.4 Settlement of industrial disputes

Nothing in this clause 17 will require a party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

18 APPLICABLE LAW

- (a) We, as your *distribution entity*, and you, as our customer, agree to comply with any applicable requirements of any codes issued by the *regulator* from time to time.
- (b) The laws of Queensland govern this contract.

19 GENERAL

19.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are deemed to have complied with the obligation if another person does it; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

19.2 Ending of one contract does not affect the other

To avoid doubt, if you are a party to both a *standard customer sale contract* and *standard customer connection contract*, the ending of one contract does not affect the other contract.

19.3 GST

Where any amount paid by you or by us under this contract are payments for “taxable supplies” as defined for GST purposes, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

19.4 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures for amending the *Electricity Industry Code* as set out in the *Electricity Act*.
- (b) We must inform you of any material amendments to this contract as required by the *regulator*.

19.5 Assignment

A party may not assign or otherwise deal with our rights under this contract or allow any interest in them to arise or be varied in each case, without the consent of the other party.

19.6 Contributory negligence

A party's ("first party") liability to another party for loss or damage of any kind arising out of this contract or in connection with the relationship established by it is reduced to the extent (if any) that the other causes or contributes to the loss or damage. This reduction applies whether the first party's liability is in contract, tort (including negligence), under any statute or otherwise.

SCHEDULE 1 - DEFINITIONS AND INTERPRETATION

1 Dictionary

Unless the contrary intention appears:

Australian Standard has the meaning given in the *Electricity Industry Code*;

bank has the meaning given in the *Electricity Industry Code*;

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day, other than a Saturday, a Sunday or a public holiday appointed under the *Holidays Act 1983 (Qld)*;

connection point means the agreed point of supply between your *electrical installation* and the *supply network*;

contestable customer has the meaning given under the *Electricity Act*;

contract interest rate has the meaning given in the *Electricity Industry Code*;

customer means a *customer* as defined in the *Electricity Act*;;

customer connection services has the meaning given under the *Electricity Act*;

customer retail services has the meaning given under the *Electricity Act*;

customer sale contract has the meaning given under the *Electricity Industry Code*.

disconnect means to disconnect, or arrange the disconnection of, the supply of electricity to the *premises*, but does not include an *interruption*;

disconnection warning means a notice in writing issued in accordance with clause 12;

distribution entity has the meaning given in the *Electricity Industry Code*;

electric line has the meaning given to the term in the *Electricity Act*;

electrical equipment has the meaning given to the term in the *Electricity Act*;

electrical installation has the meaning given to the term in the *Electricity Act*;

Electricity Act means the *Electricity Act 1994 (Qld)*;

Electricity Industry Code means the Electricity Industry Code made under the *Electricity Act*;

electricity legislation means the *Electricity Act, Electrical Safety Act 2002* (Qld), the *Electricity - National Electricity Scheme (Queensland) Act 1997* (Qld) and regulations, standards, codes, protocols and rules made under those Acts;

emergency has the meaning given under the *Electricity Industry Code*;

external dispute resolution scheme means the external dispute resolution scheme established by the *Electricity Act*;

force majeure event means an event outside the control of you or us;

GST has the meaning given in the *GST Law*;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Law has the meaning given in the *GST Act*, or if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

interruption means any temporary unavailability of electricity supplied to a *customer* associated with an outage of the *supply network* including outages affecting a single *premises*, but does not include *disconnection*;

life support equipment has the meaning given in clause 4.19.3 of the *Electricity Industry Code*;

metering data has the meaning given under the *Electricity Industry Code*;

Minister means the *Minister* responsible for administering the *Electricity Act*;

National Electricity Law has the meaning given under the *Electricity Industry Code*;

negotiated customer connection contract has the meaning given in the *Electricity Act*;

network charges means the charges for the provision of *customer connection services* to the *premises*;

non-contestable customer has the meaning given in the *Electricity Act*;

notified prices means the prices, or the prices fixed under a methodology to fix prices, decided by the *Minister* under section 90(1) of the *Electricity Act*;

premises has the meaning given under the *Electricity Industry Code*;

regulator has the meaning given under the *Electricity Act*;

residential customer has the meaning given under the *Electricity Industry Code*;

retail entity means the entity who holds a retail authority under the *Electricity Act* and who provides *customer retail services* to the *premises*;

security deposit means an amount of money or other arrangement acceptable to us as a security against you defaulting on a bill;

small business customer has the meaning given under the *Electricity Industry Code*;

standard customer connection contract means a contract on the terms and conditions and in the form of this document;

standard customer sale contract has the meaning given under the *Electricity Act*;

supply network has the meaning given to the term in the *Electricity Act*.

Other grammatical forms of words defined in the dictionary are taken to have a corresponding meaning.

2 Interpretation

Clause 5.1.2 of the *Electricity Industry Code* applies to this contract with the exception that references to the *Electricity Industry Code* are replaced by references to this contract.



Queensland Government

Department of **Energy**

Standard Customer Sale Contract

**Annexure B to the
Electricity Industry Code**

Standard Customer Sale Contract

Contents

Annexure B to the Electricity Industry Code		1
1	THE PARTIES	4
2	DEFINITIONS	4
3	DO THESE TERMS AND CONDITIONS APPLY TO YOU?	4
3.1	These are our terms and conditions	4
3.2	Application for <i>customer retail services</i> by <i>non-contestable customers</i>	4
3.3	Sale if no <i>customer sale contract</i>	4
4	WHAT IS THE TERM OF THIS CONTRACT?	5
4.1	When does this contract start?	5
4.2	<i>Contestable customer's</i> consent to transfer	5
4.3	When does this contract end?	5
4.4	Rights on the contract ending	6
5	SCOPE OF THIS CONTRACT	6
5.1	What is covered by this contract?	6
5.2	What is not covered by this contract	6
5.3	Quality of electricity supplied to your <i>premises</i>	7
6	YOU MUST SATISFY OUR PRE-CONDITIONS (IF ANY)	7
6.1	Application	7
6.2	Connection	7
7	OUR LIABILITY	8
7.1	How this clause operates with the Trade Practices Act etc.	8
7.2	Not liable	8
7.3	Non-exclusion	8
7.4	Survival of this clause	8
8	PRICE FOR ELECTRICITY AND OTHER SERVICES	8
8.1	Amount of charges - <i>non-contestable customers</i>	8
8.2	Variations - <i>non-contestable customers</i>	9
8.3	Amount of charges - <i>contestable customers</i>	9
8.4	Information relating to eligibility for tariff or charge	9
8.5	Changes to the tariff rates and charges during a <i>billing cycle</i>	9
8.6	Changes to the tariff type during a <i>billing cycle</i>	10
8.7	GST	10
9	BILLING	10
9.1	When bills are sent	10
9.2	Payments to the <i>distribution entity</i>	10
9.3	Calculating the bill	10
9.4	Estimating the electricity usage	11

9.5	How bills are issued	11
9.6	Contents of a bill	11
10	PAYING YOUR BILL	11
10.1	What you have to pay	11
10.2	Issue of reminder notices	12
10.3	How the bill is paid	12
10.4	Difficulties in paying	12
11	METERS	12
12	OVERCHARGING AND UNDERCHARGING	12
12.1	Undercharging	12
12.2	Overcharging	12
12.3	Reviewing your bill	13
13	SECURITY DEPOSITS	13
13.1	<i>Security deposit</i>	13
13.2	Interest on <i>security deposits</i>	13
13.3	Use of a <i>security deposit</i>	13
13.4	Increase in <i>security deposit</i>	13
13.5	Return of <i>security deposit</i>	14
14	DISCONNECTION OF SUPPLY	14
14.1	When can we arrange for disconnection?	14
14.2	Comply with the <i>Electricity Industry Code</i>	14
15	RECONNECTION AFTER DISCONNECTION	14
16	VACATING A PREMISES	14
17	USE OF ELECTRICITY AND ILLEGAL USE	15
17.1	Use of electricity	15
17.2	Illegal use	15
18	INFORMATION WE NEED	15
19	NOTICES AND BILLS	15
20	PRIVACY AND CONFIDENTIALITY	16
20.1	Privacy of information	16
20.2	Disclosure	16
21	QUERIES AND COMPLAINTS	16
22	FORCE MAJEURE	16
22.1	Effect of force majeure event	16
22.2	Deemed prompt notice	17
22.3	Obligation to overcome or minimise effects of <i>force majeure event</i>	17
22.4	Settlement of industrial disputes	17
22.5	Non-exclusion of National Electricity Law	17

23	APPLICABLE LAW	17
-----------	-----------------------	-----------

24	GENERAL	17
24.1	Our obligations	17
24.2	Ending of one contract does not affect the other	18
24.3	Amending this contract	18
24.4	Obligations if you are not an owner	18
24.5	Assignment	18
	SCHEDULE 1 - DEFINITIONS AND INTERPRETATION	19

Standard Customer Sale Contract

1 THE PARTIES

This contract is between:

If your *premises* is connected to ENERGEX Limited's *supply network*:

Sun Retail Pty Ltd (ACN 078 848 549)

If your *premises* is connected to one of Ergon Energy Corporation Limited's *supply networks*:

Ergon Energy Pty Ltd (ACN 078 875 902)

(in this contract referred to as “we”, “our” or “us”); and

You, the *customer* to whom this contract is expressed to apply (in this contract referred to as “you” or “your”).

2 DEFINITIONS

Words appearing in italicised type like *this* are defined in Schedule 1 to this contract.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This document sets out our current terms and conditions for our *standard customer sale contract* under the *Electricity Act*.

3.2 Application for *customer retail services by non-contestable customers*

These terms and conditions apply to you if you are a *non-contestable customer* who has applied to us for *customer retail services* under section 49 of the *Electricity Act* and we provide you with *customer retail services*.

3.3 Sale if no *customer sale contract*

These terms and conditions apply to you (whether you are a *non-contestable* or *contestable customer*) under section 49A of the *Electricity Act* if your *premises* are connected to the *supply network* specified as applicable to us in clause 1 and there is no *customer sale contract* in effect or taken to be in effect (for example under clause 3.2) for the provision of *customer retail services* to the *premises*.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

Your contract with us will start on the date we first provide you with *customer retail services* at your *premises* in accordance with the *Electricity Act*.

4.2 Contestable customer's consent to transfer

If you are a *contestable customer* and this contract applies to you and you were not, immediately before the commencement of this contract, our customer, then you are taken to have:

- (a) provided all consents, approvals and agreements;
- (b) executed all documents;
- (c) complied with all procedures and protocols; and
- (d) done all other acts and things necessary,

for *NEMMCO* to transfer financial responsibility under the *National Electricity Rules* for the *connection point* at your *premises* to us ("**retail transfer**"); and

- (e) authorised and directed us to initiate and complete the *retail transfer*; and
- (f) authorised your previous *retail entity* to provide us with metering, billing, usage and other information necessary for us to initiate and complete the *retail transfer*.

Despite the definition of "explicit informed consent" in the *Electricity Industry Code* the consent referred to in paragraph (a) above is deemed to be your "explicit informed consent" for the purposes of the *Electricity Industry Code*. In addition, you appoint us to be your attorney with power to do all things necessary to initiate and complete the *retail transfer*.

4.3 When does this contract end?

- (a) Your contract ends on the earliest of the following to occur:
 - (i) subject to paragraph (b), three *business days* after you notify us that you wish the provision of *customer retail services* to you at the *premises* to be terminated (even if you have vacated the *premises* earlier);
 - (ii) on a day agreed on by you and us;
 - (iii) when the provision of *customer retail services* to the *premises* commences under a *negotiated customer sale contract*; or

- (iv) if we arrange for disconnection of the *premises* in accordance with the terms of this contract and you have no right to reconnection under this contract or the *Electricity Industry Code*.
- (b) If you give notice under paragraph 4.3(a)(i) but do not give safe access to the *premises* to conduct a final meter reading (where relevant), then this contract will not end until the earlier of:
 - (i) three *business days* after safe access is given; or
 - (ii) when the meter is read.

4.4 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

This contract applies only to the provision of *customer retail services* to you at your *premises*. We agree to sell to you electricity supplied to your *premises* (by your *distribution entity*) and perform the other obligations set out in this contract. In return, you must pay for the *customer retail services* the amount billed by us under clause 9 of this contract, and perform your other obligations under this contract.

We and you are also required to comply with the *Electricity Industry Code*.

5.2 What is not covered by this contract

We do not operate the *supply network* to which your *premises* is connected. This is the role of your *distribution entity*.

You have a separate *customer connection contract* with your *distribution entity*. Your *distribution entity* is responsible for:

- (a) the connection of your *premises* to the *supply network*;
- (b) the maintenance of that connection;
- (c) the supply of electricity to your *premises*; and
- (d) the quality and other characteristics of electricity.

Unless you negotiate a different arrangement with your *distribution entity*, a *standard customer connection contract* will govern your contractual relationship with your *distribution entity*. Even if you do not apply to enter into a *standard customer connection contract* one will automatically come into place by operation of law.

5.3 Quality of electricity supplied to your *premises*

We cannot regulate the quality or reliability of electricity supplied to your *premises*. You should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the *premises*;
- (b) whether your *premises* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of an electricity network; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

6 YOU MUST SATISFY OUR PRE-CONDITIONS (IF ANY)

6.1 Application

When you apply for an account with us for the provision of *customer retail services* to your *premises*, we may require you to satisfy some pre-conditions, which are set out in the *electricity legislation*. We will explain any pre-conditions that may apply to you when you apply for an account with us.

6.2 Connection

In particular, if:

- (a) your *premises* is not already connected to a *supply network*; or
- (b) your existing connection or associated equipment requires modification or upgrading,

you will need to make arrangements with your *distribution entity* about your connection. In some cases, we can arrange for these things on your behalf.

7 OUR LIABILITY

7.1 How this clause operates with the Trade Practices Act etc.

The *Trade Practices Act 1974* (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your *premises*; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your *premises*, or acquiring equivalent goods or services.

7.2 Not liable

So far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the electricity we sell to you under this contract.

In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure of electricity supply, or there is a defect in the electricity supplied (however caused); or
- (b) some characteristic of the electricity (for example, voltage or frequency) makes it unsuitable for some purpose.

7.3 Non-exclusion

This clause 7 applies in addition to, and does not vary or exclude, the operation of section 97 or 97A of the *Electricity Act* or sections 119 and 120 of the *National Electricity Law*.

7.4 Survival of this clause

This clause 7 survives the termination of this contract.

8 PRICE FOR ELECTRICITY AND OTHER SERVICES

8.1 Amount of charges - *non-contestable customers*

This clause 8.1 only applies if you are a *non-contestable customer*.

- (a) If you are a *non-contestable customer*, we must charge you in accordance with the *notified prices*.

- (b) You acknowledge that the *notified prices* charged by us include charges for the provision of *customer connection services* to the *premises* and agree to pay those charges to us.
- (c) We agree to pay any amounts received for *customer connection services* from you to the *distribution entity* providing those services.

8.2 Variations - *non-contestable customers*

This clause 8.2 only applies if you are a *non-contestable customer*.

If there is a variation in the *notified prices*, we must include details of the variation with your first bill that includes the variation.

8.3 Amount of charges - *contestable customers*

This clause 8.3 only applies if you are a *contestable customer*.

- (a) The charges for the provision of *customer retail services* to you are to be reasonably determined by us based on:
 - (i) the average weekly spot price for the region in which the *premises* is located plus 10%; and
 - (ii) all regulatory and other charges payable by us in connection with the provision of *customer retail services* to you at the *premises*.¹
- (b) In addition to the charges under clause 8.3(a), you agree to pay us any costs for *customer connection services* provided to your *premises* by your *distribution entity* unless your *distribution entity* is billing you directly for such services.
- (c) We agree to pay any amounts collected for *customer connection services* from you to the *distribution entity* providing those services.

8.4 Information relating to eligibility for tariff or charge

This clause 8.4 only applies if you are a *non-contestable customer*.

You must tell us if your circumstances relating to your eligibility for a tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

8.5 Changes to the tariff rates and charges during a *billing cycle*

This clause 8.5 only applies if you are a *non-contestable customer*.

¹ These charges include metering fees, fees payable as a participant in the National Electricity Market, payments for the acquisition of ancillary services and meeting the *retail entity's* liability under the Queensland 13% Gas Scheme and the *Renewable Energy (Electricity) Act 2000* (Cth). To the extent these charges cannot be specifically allocated to the *premises*, they must be apportioned by the *retail entity* on a fair and reasonable basis.

If a tariff rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

8.6 Changes to the tariff type during a *billing cycle*

This clause 8.6 only applies if you are a *non-contestable customer*.

If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the billing cycle.

8.7 GST

Certain amounts in this contract may be stated to be exclusive of GST. These include the amounts specified in the *notified prices* from time to time.

Where any amount paid by you or by us under this contract are payments for “taxable supplies” as defined for GST purposes, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

9 BILLING

9.1 When bills are sent

We will send a bill to you as soon as possible after the end of each *billing cycle*.

9.2 Payments to the *distribution entity*

This clause 9.2 does not apply to you if you are a *customer* on a *negotiated customer connection contract* who is billed directly by your *distribution entity*.

We will arrange for one bill to be sent to you for each *billing cycle* covering tariffs and charges due to us and those tariffs and charges due to your *distribution entity* for *customer connection services*. We will arrange for payment to the *distribution entity*.

9.3 Calculating the bill

We will calculate at the end of each *billing cycle*:

- (a) the bill for *customer retail services* provided during that *billing cycle* (using information obtained from reading your meter or otherwise in accordance with the *Electricity Industry Code*); and

- (b) the amount for any other services supplied under this contract during the *billing cycle*.

The bill may also include amounts due to the *distribution entity* for *customer connection services*.

9.4 Estimating the electricity usage

If your meter is unable to be read, or your metering data is not obtained, for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of electricity which was purchased from us at your *premises* may be estimated. The bill will clearly state the bill is based on an estimated reading.

When your meter is subsequently read, the bill will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the reading of the meter. When you have received an estimated bill due to the absence of metering data and a subsequent meter reading shows that you have been undercharged, we will offer you the option of paying for the amount undercharged under an instalment plan.

If the meter is unable to be read due to your actions, and you subsequently request that we replace the estimated bill with a bill based on a reading of the meter, we will comply with your request but may pass through to you any cost we incur in doing so.

If there is no meter in respect of your premises we will base your bill on the provisions relating to unmetered *premises* in the *notified prices*. Where the *notified prices* do not apply, we will base your bill on *metering data* calculated in accordance with the *Metrology Procedure*.

9.5 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

9.6 Contents of a bill

The bill will be in a form and contain such information as is required by the *Electricity Industry Code*.

10 PAYING YOUR BILL

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment. This must not be less than 12 *business days* after we send the bill unless otherwise agreed between us.

10.2 Issue of reminder notices

If you have not paid a bill by the due date, we may send you a reminder notice that your bill is past due, giving you a further due date (not less than five *business days* after the date we sent the notice).

10.3 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (eg where a cheque or credit card payment is not honoured), you must pay us an amount equal to the sum of:

- (a) if we incur a fee as a result of the dishonoured payment, the amount of that fee; and
- (b) a reasonable fee to cover our administration costs.

10.4 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Electricity Industry Code*.

We are required by the *Electricity Industry Code* to identify situations where you may be experiencing difficulties in paying your bill. In such cases, we will offer you the opportunity to pay your bill under an *instalment plan* and provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Electricity Industry Code*.

11 METERS

You must allow safe and convenient access to your *premises* for the purposes of reading the relevant meters.

12 OVERCHARGING AND UNDERCHARGING

12.1 Undercharging

We may recover from you any amount you have been undercharged.

Where you have been undercharged as a result of our error or the *distribution entity's* error, we can only recover the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged and otherwise comply with the terms of the *Electricity Industry Code*.

12.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Electricity Industry Code* for repaying the money.

12.3 Reviewing your bill

If you disagree with the amount you have been charged, you can ask us to review your bill. The review will be undertaken in accordance with the requirements of the *Electricity Industry Code*.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any further bills you receive while the review is being undertaken in respect of the disputed amount.

13 SECURITY DEPOSITS

13.1 Security deposit

We may require that you provide a *security deposit*. When we can require you to provide a *security deposit* and the maximum amount of the *security deposit* is governed by the *Electricity Industry Code*.

If we require you to provide a *security deposit*, a bank guarantee or an increase in a *security deposit* you must provide such amount or guarantee within five *business days* of receipt of our request.

13.2 Interest on security deposits

Where you have paid a *security deposit*, we must pay you interest on the *security deposit* at a rate and on terms required by the *Electricity Industry Code*.

13.3 Use of a security deposit

Your *security deposit* will be dealt with in accordance with the terms of the *Electricity Industry Code*. Particularly, we may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract or under your *standard customer connection contract* with your *distribution entity*:

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your *premises*; or
- (b) in relation to a final bill (ie the bill we issue when you vacate the *premises*, stop obtaining *customer retail services* from us at your *premises* or request that your *premises* be disconnected).

13.4 Increase in security deposit

We may request that you increase the amount of your *security deposit* in the circumstances provided for in the *Electricity Industry Code*.

13.5 Return of *security deposit*

We will return your *security deposit* in the circumstances and timeframes required by the *Electricity Industry Code*.

14 DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the *Electricity Industry Code*, we can arrange for the disconnection of your *premises* if:

- (a) you do not pay your bill by the last day for payment and, in the case of *residential customers*, you refuse to agree to an *instalment plan* or payment option offered by us;
- (b) you fail to comply with the terms of an agreed *instalment plan* or payment option;
- (c) you breach clause 17 of this contract;
- (d) you fail to provide *acceptable identification* when we request it;
- (e) we are otherwise entitled or required to do so under the *Electricity Industry Code* or by law.

You should be aware that there are other circumstances in which your *distribution entity* can arrange for disconnection under your *standard customer connection contract*, such as in cases of emergency or for safety reasons. These are detailed in your *customer connection contract*.

14.2 Comply with the *Electricity Industry Code*

We must comply with the provisions of the *Electricity Industry Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *premises*.

15 RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your *premises* and you pay to us all of our and the *distribution entity's* reconnection charges in advance, we will arrange for the reconnection of your *premises*.

We may refuse to arrange reconnection and terminate your contract if we are allowed to do so under the *Electricity Industry Code* (such as where the circumstances leading to your disconnection have not been fixed within a period of 10 *business days* after the date on which you were disconnected).

16 VACATING A PREMISES

You must give us at least three *business days'* notice of your intention to vacate your *premises*, together with a forwarding address for your final bill.

However you will continue to be responsible for charges for the *premises* until your contract ends in accordance with clause 4.3.

17 USE OF ELECTRICITY AND ILLEGAL USE

17.1 Use of electricity

You must not:

- (a) illegally use electricity;
- (b) interfere or allow interference with any of our equipment which is at the *premises* except as may be permitted by law;
- (c) use the electricity supplied to your *premises* or any *electrical equipment* in a manner which:
 - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (ii) causes damage or interference to any third party;
- (d) allow *customer retail services* provided by us to be used other than in accordance with this contract or the *electricity legislation*; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

17.2 Illegal use

If you have breached clause 17.1 of this contract, we or your *distribution entity* may, in accordance with the *Electricity Industry Code*:

- (a) estimate the amount of the electricity so obtained and bill you or take debt recovery action against you for that amount; and
- (b) arrange for the immediate disconnection of your *premises*.

18 INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the *Electricity Act* and the *Electricity Industry Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

19 NOTICES AND BILLS

Unless this document or the *Electricity Industry Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send you notices to the *premises* or your contact address.

Notices and bills are deemed to have been received by a party:

- (a) on the date it is handed to the party, it is left at the party's *premises* (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
- (b) on the date two *business days* after we post it to your *premises* or contact address or you post it to us; or
- (c) where use of email has been agreed between you and us, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

20 PRIVACY AND CONFIDENTIALITY

20.1 Privacy of information

Subject to clause 20.2 of this contract we must keep your information about you confidential in accordance with the *Privacy Act 1988* (Cth).

20.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *distribution entity* or a metering provider to the extent that information is for the purposes of arranging *customer connection services* or reading a meter.

21 QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the sale of electricity by us to you, or this contract generally, you may contact us on the details set out in our last bill to you, or as notified to you from time to time.

22 FORCE MAJEURE

22.1 Effect of force majeure event

If, but for this clause 22, either party would breach this contract due to the occurrence of a *force majeure event*:

- (a) the obligations of a party under this contract, other than any obligation to pay money, are suspended to the extent to which they are affected by the *force majeure event* for so long as the *force majeure event* continues; and

- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

22.2 Deemed prompt notice

For the purposes of this clause 22, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

22.3 Obligation to overcome or minimise effects of *force majeure event*

Either party relying on this clause 22 by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

22.4 Settlement of industrial disputes

Nothing in this clause 22 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

22.5 Non-exclusion of National Electricity Law

Nothing in this clause 22 varies or excludes the operation of sections 97 or 97A of the *Electricity Act* or sections 119 or 120 of the *National Electricity Law*.

23 APPLICABLE LAW

We, as your *retail entity*, and you, as our *customer*, agree to comply with any applicable requirements of any codes issued by the *regulator* from time to time.

The laws of Queensland govern this contract.

24 GENERAL

24.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract then:

- (a) we are deemed to have complied with the obligation if another person performs the task on our behalf ; and
- (b) if the obligation is not complied with we are still liable to you for the failure to comply with this contract.

24.2 Ending of one contract does not affect the other

To avoid doubt, if you are a party to both a *standard customer connection contract* and *standard customer sale contract*, the ending of one contract does not affect the other contract.

24.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures for amending the *Electricity Industry Code* as set out in the *Electricity Act*.
- (b) We must inform you of any material amendments to this contract as required by the *regulator*.

24.4 Obligations if you are not an owner

If you are unable to fulfil an obligation in respect of the *premises* under this contract because you are not the owner of the *premises*, then you are not in breach of this contract if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

24.5 Assignment

- (a) Subject to paragraph (b), neither you nor we may assign or otherwise deal with rights under this contract or allow any interest in it to arise or be varied, without the consent of the other party.
- (b) We may assign our rights or novate our rights and obligations under this contract to a *retail entity* on notice to you. Notice may be given by publishing details in a Queensland-wide newspaper.

SCHEDULE 1 - DEFINITIONS AND INTERPRETATION

1 Dictionary

acceptable identification has the meaning given in the *Electricity Industry Code*.

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day, other than a Saturday, a Sunday or a public holiday appointed under the *Holidays Act 1983* (Qld);

connection point means the agreed point of supply between your *electrical installation* and the distribution network;

contestable customer has the meaning given under the *Electricity Act*;

customer means a *customer* as defined in the *Electricity Act*;

customer connection contact means a *standard customer connection contract* or *negotiated customer connection contract*.

customer connection services has the meaning given under the *Electricity Act*;

customer retail services has the meaning given under the *Electricity Act*;

customer sale contract means a *standard customer sale contract* or *negotiated sale contract*;

disconnection warning means a notice in writing issued in accordance with clause 14;

distribution entity means an entity who holds a distribution authority under the *Electricity Act*;

Electricity Act means the *Electricity Act 1994* (Qld);

Electricity Regulation means the *Electricity Regulation 2006* (Qld);

Electricity Industry Code means the *Electricity Industry Code* made under the *Electricity Act*;

electricity legislation has the meaning given under the *Electricity Industry Code*;

electrical equipment has the meaning given to the term in the *Electricity Act*;

electrical installation has the meaning given under the *Electricity Act*;

force majeure event means an event outside the control of you or us;

GST has the meaning given in the *GST Law*;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Law has the meaning given in the *GST Act*, or if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

instalment plan has the meaning given under the *Electricity Industry Code*;

metering data has the meaning given under the *National Electricity Rules*;

Metrology Procedure has the meaning given under the *National Electricity Rules*;

National Electricity Law has the meaning given to the term National Electricity (Queensland) Law in the *Electricity - National Scheme (Queensland) Act 1997*;

National Electricity Rules means the rules made under the *National Electricity Law* applied as the law of Queensland;

negotiated customer connection contract has the meaning given under the *Electricity Act*;

negotiated customer sale contract has the meaning given under the *Electricity Act*;

NEMMCO means the National Electricity Market Management Company Limited ACN 072 010 327, the company which operates and administers the wholesale electricity market in accordance with the *National Electricity Rules*;

non-contestable customer has the meaning given under the *Electricity Act*;

notified prices has the meaning given under the *Electricity Act*;

premises has the meaning under the *Electricity Industry Code*;

quarterly means the period of days represented by 365 days divided by 4;

regulator has the meaning given under the *Electricity Act*;

residential customer has the meaning given under the *Electricity Act*;

retail authority has the meaning given under the *Electricity Act*;

retail entity means an entity that holds a *retail authority*;

retail transfer has the meaning given to that term in clause 4.2(d);

security deposit means an amount of money or other arrangement acceptable to the *retailer* as a security against a *customer* defaulting on a bill;

standard customer connection contract has the meaning given under the *Electricity Act*;

standard customer sale contract means a contract on the terms and conditions and in the form of this document;

supply network has the meaning given under the *Electricity Act*.

Other grammatical forms of words defined in the dictionary are taken to have a corresponding meaning.

2 Interpretation

Clause 5.1.2 of the *Electricity Industry Code* applies to this contract with the exception that references to the *Electricity Industry Code* are replaced by references to this contract.