



STANDARD FORM
CUSTOMER SUPPLY CONTRACT
December 2011

Contact Details

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1 INTRODUCTION

1.1 The meaning of words and expressions used in this document

Italicised words and expressions in this document are explained in the dictionary at the end.

1.2 Interpreter Services

Interpreter Services

Arabic

إذا لم تكن الإنجليزية هي لغتك الأولى وأردت مساعدة في فهم هذه الوثيقة، فهناك خدمات ترجمة مُتوفرة بالاتصال على الرقم 13 14 50.

Cantonese

如果您的第一語言不是英語，需要協助才能閱讀這份材料的話，我們有提供翻譯服務。請撥打：13 14 50

Vietnamese

Nếu tiếng Anh không phải là ngôn ngữ chính của quý vị và quý vị cần thông dịch viên giúp để hiểu tài liệu này, xin hãy gọi đến dịch vụ thông dịch qua số 13 14 50

Italian

Se non siete di madrelingua inglese e vi serve aiuto per capire questo documento, potrete servirvi del servizio interpreti telefonando al numero 13 14 50

Greek

Αν τα Αγγλικά δεν είναι η μητρική σας γλώσσα και χρειάζεστε βοήθεια για να καταλάβετε το παρόν έγγραφο, παρέχεται υπηρεσία δωρεμής τηλεφωνώντας στο 13 14 50

Spanish

Si el inglés no es su primer idioma y necesita ayuda para entender este documento, el servicio de intérpretes está disponible llamando al 13 14 50

1.3 Who are we?

In this contract, the terms “we”, “us” or “our” refer to the *standard retail supplier* for your *supply district*, being either:

- (a) TRUenergy Pty Limited (ABN 99 086 014 968) (trading as EnergyAustralia); or
- (b) if you have been notified that another entity is the *standard retail supplier* for your *supply district*, that other entity.

The services under this contract are provided through our retail energy business, which provides retail energy services such as the *supply* of electricity to *customers*.

Our contact details are set out on the cover of this document, or as otherwise notified to you.

1.4 About this contract

This contract is our standard form *customer supply contract*.

It sets out the terms on which we will *supply* electricity and the other services described in clause 2.1 to you.

This contract does not cover any network services provided to you through a *distribution network service provider* such as *customer connection services*. Those are separately provided to you under a *customer connection contract* with your *distribution network service provider*.

1.5 Who is covered by this Contract?

This contract applies to each *existing standard customer* and *new standard customer* in our *supply district*.

1.6 What documents make up this contract?

This contract is made up of this document including all its attachments.

Other documents referred to in this contract do not form part of this contract.

1.7 When does this contract begin?

For *new standard customers*, this contract begins when the *customer* notifies us in writing, by telephone or by any means acceptable to us of the *customer's* application or election (under the *Act*) to be *supplied* under this contract.

For *existing standard customers* this contract began on 1 October 2001.

1.8 Getting a copy of this contract

(a) You may arrange to see or obtain a copy of all or any part of this contract free of charge by telephoning us on 13 15 35 or by visiting our Internet website (www.energyaustralia.com.au)

(b) A *document fee* will be charged for provision of more than one hardcopy of this contract.

2 SERVICES PROVIDED UNDER THIS CONTRACT

2.1 Electricity *supply* and other services

Under this contract, we will:

- (a) arrange for *customer connection services* to be separately provided to you (unless you arrange those services for yourself by dealing directly with your *distribution network service provider*);
- (b) arrange the provision of *metering services*; and
- (c) *supply* electricity to your premises (provided *customer connection services* and *metering services* have been arranged and formalised).

However you should remember that the electricity *supplied* may not be continuous and could be affected by fluctuations, distortions or interruptions. This is dealt with further in clause 8.1 which you should read carefully.

2.2 Pre-conditions to the *supply* of electricity

We will not start *supplying* electricity to you until:

- (a) your premises have been connected to a *distribution system* under a *customer connection contract* which remains in force;
- (b) you have complied with any pre conditions to connection under that *customer connection contract*; and
- (c) any security deposit required by us under this contract has been provided by you.

2.3 When does the electricity *supply* start?

- (a) If the requirements in clause 2.2 have been met *supply* under this contract will start no less than 10 days after this contract begins, unless clause 2.3(b) or (c) applies.

(b) *Supply* under this contract will start on connection of your premises to a *distribution system*, where a new connection is made under a *customer connection contract*.

(c) *Supply* under this contract will start when the contract begins for:

- (i) *existing standard customers*; and
- (ii) any *customer supplied* under a *new occupant supply arrangement* or a *last resort supply arrangement* immediately before this contract begins.

2.4 Liability under this contract for previous *supply*

If immediately before *supply* begins under this contract you were *supplied* by a retail supplier under:

- (a) a *new occupant supply arrangement* for a period of 14 days or less; or
- (b) a *last resort supply arrangement* for a period of 1 month or less,

then you will be liable to pay us under this contract for that period of *supply* (unless you pay another retail supplier for that *supply*).

3 CHARGES FOR SERVICES PROVIDED UNDER THIS CONTRACT

3.1 Tariffs and charges for electricity *supply*

For electricity *supplied* under this contract we will charge you the tariffs and charges set out in the *price fact sheet/PPIS* which apply to you.

The *price fact sheet/PPIS* shows each tariff or charge which applies for each category of electricity *supplied*.

Any off peak or standby tariffs available to you are set out in the *price fact*

sheet/PPIS (as well as the extent to which you can take advantage of them).

3.2 **Determining what tariffs or charges apply to you for electricity supply**

We will determine which tariffs or charges from the *price fact sheet/PPIS* apply to you (including the amount and basis on which they are calculated) in accordance with the *price fact sheet/PPIS price fact sheet/PPIS fact sheet*. In making this determination we will have regard to:

- (a) the category of electricity *supplied*;
- (b) the availability of any off-peak or standby tariffs;
- (c) the extent to which you can take advantage of them (as indicated in the *price fact sheet/PPIS*); and
- (d) whether you meet the conditions and requirements for those tariffs and charges as specified in the *price fact sheet/PPIS*.

3.3 **Varying charges**

We may vary any tariff or charge in the *price fact sheet/PPIS* in accordance with the *energy laws*.

3.4 **Charges for customer connection services arranged under this contract**

- (a) If we are charged for *customer connection services* (or any related installation work) by a *distribution network service provider*, then you will be billed for them under this contract. The amount of those charges will be as calculated under your *customer connection contract*.
- (b) You must pay those charges as billed under this contract, in accordance with the billing and payment provisions of this contract.

4 **CALCULATING AMOUNTS OWED FOR ELECTRICITY SUPPLY**

- (a) For each billing period, we will calculate the amount you owe for electricity *supplied* under this

contract during the billing period, based on your metered or estimated consumption during the billing period.

- (b) Provisions governing how your consumption of electricity will be metered and how (and in what circumstances) it will be estimated are set out in **Attachment 1**.
- (c) To facilitate metering of your consumption of electricity, you must comply with your metering obligations set out in **Attachment 1**.

5 **BILLS**

5.1 **Bills to be issued as required by the energy laws**

We will issue bills for the tariffs and charges payable under this contract as required by the *energy laws*.

5.2 **Your statement of rights**

We must provide you with a statement of your rights under the *Regulation* about charges and bills. That statement will not form part of this contract.

5.3 **Payment of bills**

You must pay us the amount shown as payable on each bill issued by us by the date specified in the bill (or as required by any payment plan which applies to you under the *energy laws*).

However, you will not have to pay any tariff or charge included in a bill unless the amount of that tariff or charge (or the basis on which it is calculated) appears in the *price fact sheet/PPIS* or in any other published document setting out charges payable under your *customer connection contract*.

You may pay your bills by any method set out in your bill or otherwise agreed between us. Particulars of any payment plan operated by us will be set out in your bill.

5.4 **If you don't pay on time**

If you do not pay a bill in full and on time, we may require you to pay:

- (a) interest on the amount outstanding;
- (b) any late payment fee in the amount specified in the *price fact sheet/PPIS*; and
- (c) our actual costs of recovering amounts you owe.

We may also discontinue *supply* to your premises under clause 9.1(b).

5.5 Interest on outstanding amounts

Any interest charged by us under clause 5.4(a) will:

- (a) starts accruing on the day the payment was due and stop accruing on the day we are paid in full; and
- (b) will not exceed the rate prescribed under section 101 of the Civil Procedure Act 2005 (NSW) for payment of interest on a judgment debt.

5.6 Useful information for managing bills

On request, we can provide you with information about efficient energy consumption (free of charge) as well as particulars about the availability of pensioner and medical rebates.

6 SECURITY

6.1 Requirement for a security deposit

- (a) We may require you to provide a security deposit for amounts payable under this contract in respect of charges related to the *supply* of electricity or arranged *customer connection services* in the circumstances (and up to the amount) set out in the *IPART Pricing Determination*.
- (b) Any security deposit will be owned by us and will not be held in trust for you. We will not pay you any interest on any security deposit.

6.2 When we can use the security deposit

We may use some or all of the security deposit to satisfy any amount payable under this contract in respect of charges related to the *supply* of electricity or arranged *customer connection services* in the circumstances set out in the *IPART Pricing Determination*. If we do this, then we may require you to provide a further security deposit under clause 6.1.

6.3 Return of security

After the end of this contract we will return to you any balance remaining of the security deposit (after payment of all amounts owed by you) as required by the *IPART Pricing Determination*, unless you commence taking *supply* from us under this contract at another address.

7 GUARANTEED CUSTOMER SERVICE STANDARDS

The guaranteed customer service standards set out in this clause 7 comply with the requirements of the *Act*. However (despite clauses 7.1 to 7.4) they will only apply while they are required to be included in this contract by the *Act*.

7.1 Punctuality in keeping appointments

If one of our representatives is more than 15 minutes late for a scheduled appointment with you then we will pay you \$25 as compensation for the delay.

7.2 Notice for discontinuing *supply* or disconnection

Guaranteed customer service standards for giving you notice about discontinuing *supply* or disconnecting your premises are set out in Attachment 2.

7.3 Telephone service

We provide a *telephone service* during business hours for you to call us (at the cost of a local call) to give and receive information about bills and *customer connection services*.

We also provide a 24 hour *telephone service* for you to call us (at the cost of a local call) to give and receive information about faults and difficulties in *electricity works*.

The phone number for both services is 13 15 35 (or another number notified to you).

7.4 Failure to meet guaranteed customer service standards

Any compensation payable by us under this contract for failing to meet a guaranteed customer service standard will be deducted from any amount owing by you on your subsequent bills.

8 STANDARDS OF SERVICE

8.1 Quality and reliability of supply and other services

(a) The electricity *supplied* under this contract may be subject to fluctuations or distortions (in voltage, wave or frequency) or interruptions and may not be continuous due to factors including:

- (i) the operating constraints of the *distribution system* operated by your *distribution network service provider*; and
- (ii) factors which are beyond the reasonable control of us.

If quality and reliability of electricity *supply* are important to you then you should:

- carefully consider the contents of an important document called “Electricity Network Operating Standards” (published by your *distribution network service provider*) which addresses the nature and extent of these fluctuations and interruptions; and
- contact your *distribution network service provider*, a licensed electrician or an appropriately qualified electrical consultant about any options available to you

including whether you may need additional equipment or services to achieve higher levels of *supply* continuity or consistency of *supply*.

(b) The *metering services* referred to in clause 2.1 will be of a reasonable standard.

(c) The standard of *customer connection services* arranged under clause 2.1 will be separately addressed under your *customer connection contract*.

8.2 Response times

We will use all reasonable efforts to respond promptly to your enquiries about matters arising under this contract.

8.3 Commencement of services or work

If you apply for electricity *supply* under this contract, we will use all reasonable efforts to commence *supplying* and to arrange the commencement of *metering services* within 10 to 21 days of the application.

If you apply for *customer connection services*, we will arrange for your *distribution network service provider* to commence and complete work for those services within the time (and on the terms) set out in your *customer connection contract*.

8.4 Commencement of work to remedy a disruption to a service

If you advise that your *supply* of electricity has been disrupted, we will arrange for your *distribution network service provider* to commence work to remedy the interruption within the time (and on the terms) set out in your *customer connection contract*.

8.5 Period of notice of work that will disrupt a service

We will arrange for your *distribution network service provider* to give you notice of the intentional interruption of your *supply* of electricity in accordance with your *customer connection contract*.

8.6 Communications with your *distribution network service provider*

We must communicate to your *distribution network service provider* any matter identified in column 1 of Attachment 3 in accordance with column 2 (as varied or replaced from time to time under the *Act*).

9 DISCONTINUING YOUR SUPPLY

9.1 Our right to discontinue *supply*

Subject to clauses 9.2 and 9.3, we may discontinue your *supply* (including by arranging to disconnect your premises), if any of the following things happen:

- (a) **[security]** any security deposit required under this contract is not provided as required;
- (b) **[unpaid amounts]** you do not pay what you owe under this contract when you are supposed to pay;
- (c) **[refuse access]** you do not give one of our authorised officers access to the premises when you are supposed to under this contract or under the *energy laws*;
- (d) **[obstruction]** you or someone acting with your authority obstructs one of our authorised officers who is carrying out his or her functions under the *energy laws*;
- (e) **[breach]** you otherwise breach this contract;
- (f) **[no connection contract]** you no longer have a *customer connection contract* for your premises;
- (g) **[connection discontinued]** your premises are about to be disconnected under your *customer connection contract*;
- (h) **[request to discontinue]** you request that we discontinue *supply* of electricity to your premises or otherwise terminate or are taken to have terminated

this contract under clause 10.1; or

- (i) **[request to arrange disconnection]** you request that we arrange the disconnection of your premises.

9.2 Notice and other requirements for discontinuing *supply*

Our right to discontinue *supply* or arrange disconnection under clause 9.1 is subject to us complying with the notice and other requirements set out in Attachment 2.

9.3 When we may not discontinue *supply*

- (a) We are prohibited from discontinuing *supply* while any:
 - (i) life support system is in use at your premises; or
 - (ii) application made by you for assistance under any government funded rebate scheme or relief scheme or payment plan operated by us is pending.
- (b) You must notify us if there is a life support system in use at your premises.

9.4 Our other rights not affected

Our rights under this clause 9 are in addition to any other rights we have to refuse, discontinue or disconnect electricity *supply* to you under the *energy laws* or under any other contract we have with you.

9.5 Your right to discontinue *supply*

Subject to clause 10.1, you may have *supply* to your premises discontinued at any time.

9.6 Involuntary transfer

You may transfer, or be transferred, to another retail supplier if-

- (a) *a last resort supply event* occurs with respect to us; and

- (b) *last resort supply arrangements* are implemented with respect to you by that other retail supplier.

In those circumstances you will not be required to pay any compensation, other payment or the cost incurred by us in relation to the transfer.

10 TERMINATION

10.1 Your right to terminate

- (a) You must give us at least 72 hours' notice if you want to terminate this contract (which includes having *supply* to your premises discontinued).
- (b) If you do not give this period of notice you may have to pay all the charges (including minimum or fixed charges) for the services provided under this contract until the earlier of the following:
- (i) 72 hours after we become aware that you wants to terminate this contract;
 - (ii) the time we actually discontinue *supply* to your premises; and
 - (iii) the date *supply* is otherwise transferred to another retailer.

However, you will not be required to pay those charges if we enter into, or are taken to have entered into, a new *customer supply contract* (under which those charges are payable) for the same premises which includes the period relating to those charges.

- (c) You will be treated as terminating this contract if you:
- (i) want to have *supply* to your premises discontinued, and we become aware of this;
 - (ii) move from your premises;

- (iii) enter into a new contract for the *supply* of electricity with us; or

- (iv) transfer to another retail supplier (other than where a *last resort supply event* occurs with respect to us or where your *standard retail supplier* changes under clause 1.3).

10.2 Our right to terminate

We may terminate this contract by giving you notice in writing if:

- (a) a *last resort supply event* occurs with respect to us and following this, you are transferred to another retail supplier;
- (b) we exercise our right to discontinue *supply* of electricity to your premises under clause 9.1; or
- (c) you are not or cease to be a *small retail customer*.

11 DISPUTES AND REVIEW OF DECISIONS

11.1 Request for review of decision

We will consider any request for review of a decision we have made as required by the *energy laws*. Such a request may be in writing or made orally and must include the reasons for seeking a review.

11.2 Response to request for review

We will respond to any request for review of a decision within the time specified in the *energy laws*.

11.3 Referring a complaint to EWON

- (a) You may refer any dispute arising under this contract to EWON by contacting EWON directly (using the contact details below), or by asking us to do so.

- (b) EWON's contact details are:

Freecall: 1800 246 545

Freefax: 1800 812 291

Mail: Reply Paid K1343,
Haymarket 1239

Online: www.ewon.com.au

Email: omb@ewon.com.au

- (c) *EWON's* services (available to you without cost) may be used only if you have first asked us to review the matter under clause 11.1 and you are not satisfied with our response.
- (d) In any dispute relating to services provided under this contract, we agree to abide by the decision of *EWON*. You have the option of accepting *EWON's* decision. If you do so, then *EWON's* decision is final and binding on you and us.

12 LIABILITY

12.1 Responsibility

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

12.2 Uncontrollable events

- (a) Your or our obligations under this contract are suspended to the extent to which they are affected by an event outside your or our control (this does not include an inability to pay money).
- (b) The person affected must give prompt notice of the event outside their control, to the other, in accordance with any applicable *energy laws*.

12.3 No warranties

- (a) Nothing in this contract is to be taken to exclude, restrict or modify any condition or warranty that we are prohibited by law from excluding, restricting or modifying. However, all other conditions and warranties, whether or not implied by law, are excluded.

- (b) The Competition and Consumer Act 2010 (Cth) and other laws imply conditions and warranties into certain types of contracts for the supply or sale of “goods” and “services” (within the meaning of those laws). If any condition or warranty is implied into this contract under the Competition and Consumer Act 2010 (Cth) or other laws, then our liability (if any) for breach of that condition or warranty in connection with any goods or services we *supply* under this contract, is limited, as far as the law permits and at our option, to resupplying the goods or services (or paying for their resupply).

12.4 Exclusion of liability

- (a) Subject to clause 12.3, and as far as the law permits, we are not liable for any loss or damage you suffer (including, without limitation, where caused by any negligent or deliberate act or omission by us) arising from:
 - (i) any fluctuation or distortion (in voltage magnitude, voltage waveform or frequency) or interruption to the *supply* or from any such *supply* not being or remaining continuous;
 - (ii) us discontinuing the *supply* of electricity under the terms of this contract or under any contract with your *distribution network service provider*;
 - (iii) any act or omission (including ones that are negligent or deliberate) of your *distribution network service provider*.
- (b) To the extent that we have any liability to you despite the effect of clause 12.4(a), our liability (under contract, tort or any other basis including, without limitation, where caused by any

negligent or deliberate act or omission by us) is limited, as far as the law permits, as follows:

- (i) we are not liable for any indirect, economic, special or consequential losses or damages of any kind (including corruption of data losses, business interruption losses, losses of any profits or any other indirect costs of any kind); and
- (ii) our liability for other losses is limited to the lesser of:
 - (A) the total amount billed to you for electricity *supplied* under this contract during the year that our breach, act or omission occurred which gives rise to the claim; or
 - (B) \$5,000 (GST inclusive, if any), for all claims you make in any one calendar year.

12.5 Indemnity

- (a) To the extent permitted by law, you indemnify us against (and therefore you must pay us for) loss or damage arising (other than as a result of the negligence of us, your *distribution network service provider* or a *meter reader*) in connection with the control and use of electricity on your side of the *supply point*.
- (b) The indemnities in this contract carry on after it ends.

- (c) Any limitations of liability or immunities granted under *energy laws*, are not limited in their operation or application by anything contained in this contract.

12.6 Excused from compliance with laws

- (a) To the extent that we are obliged to provide the services under this contract in accordance with *energy laws*, if we are excused from strict compliance with any aspect of those laws or the application of those laws to us by the regulatory authority responsible for enforcing that aspect of the *energy laws*, we are not obliged under this contract to comply with that aspect of the *energy laws* to the extent we are so excused.
- (b) For the purposes of this contract, we will not have breached any *energy laws* if we have acted under the direction of a relevant regulatory authority or in accordance with the terms of any relief from compliance granted in writing by a regulatory authority.

13 CUSTOMER INFORMATION

We will not disclose your *customer information* to a third party, unless:

- (a) the disclosure is reasonably required for us to carry out our responsibilities or exercise our rights under this contract;
- (b) you agree;
- (c) the law requires that disclosure; or
- (d) as provided in our Privacy Statement, a copy of which is included in **Attachment 4**.

14 EXEMPT PERSONS

If you are an *exempt person* being *supplied* with electricity under this contract, then:

- (a) you must not re-*supply* electricity or do any thing which may place

us in breach of our obligations under the *Rules* and the *Act*; and

- (b) you must comply with any direction or requirement by us necessary to ensure that we are able to comply with our obligations under the *Rules* and the *Act*.

15 EVENTS BEYOND OUR REASONABLE CONTROL

Our obligations under this contract are suspended while we cannot perform them due to any event or cause beyond our reasonable control.

16 GST AND TAXES PAYABLE

- (a) You must pay us *GST* at the prevailing rate on any *taxable supply* made by us in connection with this contract.
- (b) We can pass on to you any *tax* in relation to the sale, *supply* or purchase of electricity or any other thing that is imposed on us, or that we have to pay. We can do this by either:
 - (i) changing the tariffs;
 - (ii) including the amount as a separate item in your bill; or
 - (iii) issuing a separate *tax invoice* for the *taxable supply*.

If a payment to a party under this contract is a reimbursement or indemnification, calculated by reference to a loss incurred by that party, then the payment will be reduced by the amount of any *input tax credit* to which that party is entitled for that *loss*.

17 GREEN ENERGY

If we offer and you accept a *green energy tariff* in accordance with Attachment 6, then:

- (a) **Attachment 6** will apply to you and us; and

- (b) to the extent there is an inconsistency between **Attachment 6** and the rest of this contract, **Attachment 6** will apply.

18 OTHER MATTERS

18.1 Recognised document

The New South Wales Service and Installation *Rules* is a *recognised document* which we have chosen not to incorporate into this contract.

18.2 Compliance with the Act

The *Act* and the *Regulation* confer powers, duties, rights and obligations on us and you. Those powers, duties, rights and obligations are briefly described in Attachment 5. This contract complies with the *Act*, the *Regulation* and the instruments under the *Act*.

18.3 How to give any notice required under this contract

Unless otherwise specified in this contract, notices under this contract:

- (a) must be in writing, unless we agree otherwise;
- (b) may be given by hand, sent by fax or sent by mail or email (if email facilities between us and you are available); and
- (c) must be delivered:
 - (i) in the case of notices to us: to one of our correct fax numbers, addresses or email addresses as noted on your latest bill; or
 - (ii) in the case of notices to you: to your premises (or any other address which you notify to us from time to time), your facsimile number or your email address if you provide one to us.

A party may assume that the other received a notice on the first *business day* after it was given, as long as it is given in

accordance with the procedures in this clause. Any change in the address or notice details of either party must be notified in writing to the other party. Despite the above, a notification to you of a change in your *standard retail supplier*, a change in your *standard retail supplier's* trading or contact details or an assignment or novation of this contract may be made by publishing a notice in a newspaper circulating throughout New South Wales or throughout our *supply district*. We may also choose to publish a notice on our website or send you a written notice.

18.4 Severability

Any provision of this contract which is prohibited, invalid or unenforceable will be ineffective (to the extent of its prohibition, invalidity or unenforceability) without affecting the validity or enforceability of the remaining provisions of this contract.

18.5 No waiver

A failure, delay, relaxation or indulgence by us or you in exercising any power or right conferred by this contract, does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

18.6 Table of Contents and headings

The Table of Contents and the headings contained in this contract are used to assist you in reading this contract and do not affect its interpretation.

18.7 The law to apply to this contract

New South Wales law applies to this contract.

18.8 Assignment of this contract

We may assign or novate any or all of our rights or obligations under this contract without your consent. We will notify you of an assignment or novation. You may not assign or novate your rights or obligations under this contract at any time without first obtaining our consent in writing.

18.9 Amendments

We may amend this contract by amending any document making up this contract at any time without your prior consent.

18.10 Interpretation of this contract

In this contract, unless the context requires otherwise:

- (a) a reference to a clause is a reference to a clause in the main body of this contract;
- (b) the singular includes the plural and vice versa;
- (c) when italicised, other parts of speech and grammatical forms of a word or phrase defined in the dictionary to this contract have a corresponding meaning;
- (d) the word "person" includes a natural person and any body or entity whether incorporated or not, including governments, governmental bodies and instrumentalities;
- (e) a reference to a document includes the document as amended from time to time and any document replacing it;
- (f) if we or you must do something on a particular day and that day is not a *business day* then that thing must be done on the next *business day* instead;
- (g) any legislation referred to in this contract includes any *Regulation* or statutory instrument made under it, as well as any changes to it and any replacement of it by other legislation;
- (h) the words "in writing" include any communication sent by letter, facsimile or email; and
- (i) where any term of this contract specifies that we have a discretion in making any decision under this contract, we will exercise that discretion on the grounds of what we consider best

achieves optimal business
efficiency.

ATTACHMENT 1: *METERING AND ESTIMATING CONSUMPTION OF ELECTRICITY*

[see clauses 2.1 (b) and 4(b) and 4(c) of this contract]

- 1 We will arrange for the installation, maintenance and reading of any *meters* required at your *supply points* and arrange for the provision of any other *metering services* required.
- 2 You must ensure that a suitable location for installing each *meter* is provided on your premises to enable the *meter* to function as required.
- 3 The *meter* will generally be the property of your *distribution network service provider*. Accordingly, you must ensure the proper care and custody of the *meter* and must ensure that the *meter* and its function is not in any way interfered with, hindered or damaged.
- 4 You must provide our authorised officers (including the *metering services* provider and meter data agent) with safe access to your premises during daylight hours (or at any time in the event of an emergency) for any purpose relating to *electricity works*, the *supply* of electricity or the provision of services under this contract.
- 5 If requested by you, we will arrange for any *meters* on your premises to be tested in accordance with the *energy laws*.
- 6 We must ensure that each *meter* is read at least once in every 6 months. Any charges paid by you for electricity *supplied* under this contract, must be reconciled with your consumption as measured at such a *meter* reading.
- 7 We must estimate your consumption of electricity in the following circumstances:
 - (a) if *metering* equipment has ceased to register, or has ceased to register correctly, the quantity of electricity *supplied*;
 - (b) if electricity has been *supplied* without passing through *metering* equipment; or
 - (c) if we or our agents are unable to obtain access to *metering*

equipment to determine the quantity of electricity *supplied* to your premises and:

- (i) you have not otherwise elected to pay an amount based on a determination by us after access to the *metering* equipment has been obtained; or
- (ii) we and you have not otherwise agreed that you pay an amount based on information provided by you as to the amount registered by the *meter*.

Any estimate by us under this clause will comply with the *energy laws*.

ATTACHMENT 2: NOTICE AND OTHER REQUIREMENTS FOR DISCONTINUING SUPPLY AND DISCONNECTION

[see clauses 7.2 and 9.2 of this contract]

1 Notice of intention to discontinue supply or disconnect

(a) We will not discontinue *supply* of electricity to your premises (or arrange disconnection) until we have:

(i) given you at least 2 written notices (at least 7 days apart) of our intention to discontinue *supply*; and

(ii) made reasonable attempts to contact you in person or by telephone to tell you what to do to avoid *supply* being discontinued.

(b) In any notice given to (or contact with) you, we must:

(i) specify the reasons why we propose to discontinue *supply*;

(ii) indicate the date when we may discontinue *supply* if you do not remedy those reasons (but that date must be at least 14 days after the first of the above written notices is sent to you); and

(iii) advise you of your rights under Part 2 of Schedule 2 of the *Regulation* (and in particular any rights you may have to refer a complaint or dispute to *EWON*),

and if the grounds authorising us to discontinue your *supply* (or arrange disconnection) include your failure to pay us money, the first written notice will advise you:

(iv) of any relevant Government funded rebate or relief schemes;

(v) that if you are experiencing financial difficulty, you may apply for assistance under our payment plan; and

(vi) of the date by which you must apply to us if you wish to enter into a payment plan (*payment plan application date*).

(c) The notice does not need to contain the information in clause 1(b)(v) or (vi) above if the money owed to us is under an existing payment plan.

(d) We will not give you a second notice before the later of:

(i) the *payment plan application date*; and

(ii) the date we advise you of the outcome of any application made by you before the *payment plan application date*.

(e) If our reasonable attempts to contact you in person or by telephone are unsuccessful, we must use our best endeavours to contact you outside of business hours to tell you what to do to avoid *supply* being discontinued.

(f) We will document all action it takes to contact you in person or by telephone.

(g) We will not arrange to discontinue *supply* prior to the date set out in the written notices to you. However if before that date you request that a complaint about the discontinuance be referred to *EWON*, then (provided the complaint is covered by *EWON*) we will not discontinue *supply* until at least 3 *business days* after that complaint has been referred to *EWON*.

- (h) If such a complaint is referred to *EWON* and *EWON* directs us not to discontinue *supply* before a specified date, then we will not do so before that date.

2 No discontinuance of *supply* or disconnection on weekends or public holidays

We must not discontinue *supply* to (or arrange to disconnect) your premises on a Friday, Saturday, Sunday, public holiday (or a day immediately preceding a public holiday) or after 3 pm on any other day.

3 We will give you notice after disconnection

- (a) As soon as reasonably practicable after your premises have been disconnected, we must give you a notice setting out:
 - (i) why the premises were disconnected;
 - (ii) a telephone number to contact us regarding the disconnection;
 - (iii) the arrangements that you will need to make for reconnection of your premises, including any costs you will need to pay; and
 - (iv) the dispute resolution procedures available to you.
- (b) We will ensure that your *distribution network service provider* is promptly notified of any request by you to reconnect your premises (provided you are entitled to be reconnected).

**ATTACHMENT 3: COMMUNICATION
REQUIREMENTS WITH *YOUR DISTRIBUTION
NETWORK SERVICE PROVIDER***

[see clause 8.6 of this contract]

Column 1	Column 2
<i>Type of matter</i>	<i>Period of time in which matter must be communicated</i>
Request by you for either connection or disconnection of your premises or any other request for information, complaint, notice, inquiry or other matter relating to the connection or disconnection of your premises	Within 2 hours from the time your request is received or within such longer time as is reasonable having regard to the nature of <i>your</i> request
Your request for information, complaint, notice, inquiry or other matter concerning faults and difficulties in <i>electricity works</i>	As soon as practicable or alternatively we provide you with your <i>distribution network service provider's</i> hotline telephone number for you to contact them directly
Your telephone request for information, complaint, notice, inquiry or other matter concerning faults and difficulties in <i>electricity works</i>	30 seconds to transfer your call to <i>your distribution network service provider</i>
Your request for information, complaint, notice, inquiry or other matter concerning faults and difficulties in <i>electricity works</i> where you contact us other than by telephone	As soon as practicable
Any other matter notified to us by you in relation to the provision of connection services	As soon as practicable or within such longer time as is reasonable having regard to the nature of your request

ATTACHMENT 4: PRIVACY STATEMENT

[see clause 13(d) of this contract]

What this statement is about

Your right to privacy is important to us. This statement explains your privacy rights and our rights and obligations in relation to your personal information, and forms part of your contract with us.

Your rights

You need not give us any personal information. However, without this information, we may not be able to *supply* you with electricity or provide you with related services, and are not obliged to do so.

Collecting your personal information

We may collect personal information about you, including your name, address, date of birth, other contact details and payment details. We collect this information from you directly, and where permitted or required by the federal Privacy Act and the national privacy principles, from third parties such as *distribution network service providers* or your authorised representative.

How we use your personal information

We will only use your personal information for our normal and authorised business purposes and operations. For example, to:

- process the information provided by you by phone or through our website;
- conduct appropriate checks for credit-worthiness and fraud (including obtaining a credit report (consumer or commercial) about you from a credit reporting agency to assess our requirements for credit support);
- allow us and our contracted suppliers to *supply* you with electricity and related services;
- administer and manage this contract (including process bills and receive payments, advising overdue payments to a credit reporting agency, keep you informed of changes that may impact you, etc);
- verify your identity and respond to your inquiries or complaints;

- facilitate our internal business operations, including fulfilment of any legal requirements and confidential systems maintenance and testing.

We may also use your personal information to advise you of offers and promotions which you may be interested in. Please let us know should you not wish to receive such information by calling 13 15 35.

Our right to disclose your personal information

We may disclose your personal information in the following circumstances:

- to our agents, professional advisors (including lawyers), contractors, third party service providers or entities related to us but only for the purposes of our business;
- where the law requires or permits us to do so (for example, for law enforcement);
- for the purposes of any energy market process or system (including to *distribution network service providers* and to enable registration of a retailer as the party financially responsible for electricity consumption at your premises and settlement of transactions and payments);
- to any organisation involved in a corporate re-organisation with us, considering acquiring an interest in our assets or business, to whom we may transfer all or part of our assets or business or with whom we may form an alliance for our business purposes or to any of their advisors;
- to any financial institution or credit card provider that you have authorised to make a direct payment arrangement payment to us;
- to your authorised representatives and legal advisors where required by you; or
- to other organisations if you request us to do so or if you consent.

Your access to your personal information

You have a right to access your personal information, subject to some exceptions allowed by law. You may at any time request access to personal information held by us about you and ask

us to correct it if you believe it is incorrect or out of date. We do not charge a fee for an access request but we may charge you our reasonable costs of processing your request.

You are entitled to access a credit report about you obtained by us. You may also request amendments to a credit report where held by us. We will refer such requests for access or amendment, which must be in writing, to the credit reporting agency which has prepared the credit report.

ATTACHMENT 5: POWERS, DUTIES, RIGHTS AND OBLIGATIONS UNDER THE *ACT AND REGULATION*

[see clause 18.2 of this contract]

1 Background

This attachment contains a brief description of the nature of the powers, duties, rights and obligations given to us and you under the *Act* and the *Regulation*.

The brief description set out below is not an exhaustive description or explanation of those powers, duties, rights and obligations. For a complete understanding you should refer to the *Act* and the *Regulation*.

2 Summary of the Act

The *Act* governs the following matters:

- Our obligations to hold a *standard retail supplier's* licence and to *supply* you with electricity under a *customer supply contract* (Part 4, Divisions 1 and 1A).
- Our obligations to *supply* you with electricity (Part 4, Divisions 2 and 3).
- Our obligation to comply with determinations by *IPART* in relation to regulated retail tariffs and regulated charges (Part 4, Division 5).
- Our powers and duties relating to our *electricity works* (Part 5).
- Our and your rights and obligations under market operation *Rules* to be approved by the Minister (Part 5A).
- Our obligations and your rights relating to the marketing of electricity (Part 5B).
- Offences under the *Act* relating to matters such as theft of electricity, interference with *electricity works*, *meters* or seals, as well as offences relating to unauthorised connection, increases in capacity of

connection and alterations and additions to installations (Part 6, Division 1).

- Restrictions on you re-*supplying* electricity to other *customers* located at your premises (Part 6, Division 2).
- Procedures governing your rights to appeal against decisions by us and to resolve disputes with us (Part 8).

3 Summary of the Regulation

The *Regulation* governs the following matters:

- Procedures and *Rules* governing classification of *customers* as *small retail customers* (Part 3, Division 1).
- Form and procedure governing your right to elect to be *supplied* with electricity under this contract and the information to be given to you upon application (Part 3, Clauses 12 and 13).
- Our obligations to operate a payment plan for *customers* experiencing financial difficulties (Part 3, Clause 13A).
- Limitations on your statutory right to be *supplied* with electricity and our rights to discontinue *supply* to (and to disconnect) your premises (Part 3, Clause 13A and Division 2).
- Our obligations and your rights relating to charges and bills issued to you (Part 3, Division 4).
- Our obligations and your rights relating to the content of *customer supply contracts* and guaranteed customer service standards (Part 4, Schedule 1 and Schedule 2).
- Our obligation to make offers to certain new or moving *customers* that the equivalent of a minimum of 10 per cent of electricity *supplied* to the customer will be

obtained from accredited renewable energy sources (Part 4, Division 3).

- Your right to have decisions by us reviewed and to have complaints and disputes referred to *EWON* (Part 5 and Part 6).
- Your right to be *supplied* with electricity by a *retailer of last resort* (Part 7).

ATTACHMENT 6: GREEN ENERGY

[see clause 17 of this contract]

1 Offer and acceptance of *green energy tariffs*

- (a) We may at any time offer you a *green energy tariff* (either verbally or in writing).
- (b) You may accept such an offer by accepting:
 - (i) in the manner (verbally or in writing) required by us; and
 - (ii) within any time period specified for acceptance by us.

2 Commencing as a *green energy customer*

If you accept an offer under clause 1 above, then you will become a *green energy customer* on the *green energy tariff* that is the subject of that offer, from:

- (a) any date specified (verbally or in writing) by us at the time of the offer; or
- (b) (if no date is specified) the expiry of 5 *business days* from your acceptance.

3 Payment of *green energy tariff*

You must pay the *green energy tariff* for which you are a *green energy customer*:

- (a) from the date you become a *green energy customer* on that *green energy tariff* in accordance with this Attachment;
- (b) until the date you cease to be such a *green energy customer* in accordance with this Attachment.

4 Purchase of green energy by us

We must purchase the *specified amount of specified green energy or rights* for any *green energy tariff* for which you are a *green energy customer*:

- (a) from the date you become a *green energy customer* on that *green energy tariff*;
- (b) until the date you cease to be such a *green energy customer*.

5 Switching between *green energy tariffs*

- (a) You may at any time ask to change from one *green energy tariff* to another nominated by you, either verbally or in writing (as required by us).
- (b) We will decide whether to approve you changing from one *green energy tariff* to another nominated by you and will notify you accordingly, either verbally or in writing.
- (c) If we notify you of your approval, then you will cease being a *green energy customer* on your existing *green energy tariff* and commence being a *green energy customer* on the *green energy tariff* approved by us, with effect from:
 - (i) any date specified (verbally or in writing) by us at the time of notification of our approval; or
 - (ii) (if no date is so specified) the expiry of 5 *business days* from our notification of approval.
- (d) If we notify you that we do not approve you switching to another *green energy tariff*, then you will remain a *green energy customer* on your existing *green energy tariff*, subject to the clauses below.

6 Ceasing to be a *green energy customer*: notification by you

You may at any time notify us (verbally or in writing, as required by us) that you wish to cease being a *green energy customer* on any *green energy tariff*. You will then cease to be a *green energy customer* on

that *green energy tariff* 5 *business days* after we are so notified.

7 Ceasing to be a *green energy customer*: notification by us

We may at any time notify you (verbally or in writing) that you will cease being a *green energy customer* on any *green energy tariff*. You will then cease to be a *green energy customer* on that *green energy tariff* with effect from:

- (a) any date specified by us at the time we notify you under this clause; or
- (b) (if no date is specified) the expiry of 5 *business days* from us notifying you under this clause.

8 Effect of entering into a new contract with us or another retailer

(a) You may be charged any cancellation fee specified in the *price fact sheet/PPIS*, if you enter into a *negotiated customer supply contract* with us without:

- (i) firstly ceasing to be a *green energy customer* in accordance with this Attachment; or
- (ii) agreeing to continue as a *green energy customer* (on any *green energy tariff* for which you are a *green energy customer* under this contract).

(b) You may be charged any cancellation fee set out in the *price fact sheet/PPIS*, if you enter into a *negotiated customer supply contract* with a retailer other than us without firstly ceasing to be a *green energy customer* in accordance with this Attachment.

9 When demand for *green energy* is greater than *supply*

(a) At regular intervals (and not less than once a year), we will determine how much *specified green energy or rights* we have

purchased for each *green energy tariff* during the period since the previous interval.

(b) If during that period we did not purchase enough:

(i) *specified green energy or rights* for a *green energy tariff*;

to meet:

(ii) the total amount of *specified green energy or rights* for which that *green energy tariff* was actually charged to *green energy customers* during that period,

then we will give rebates to some or all of those *green energy customers* in accordance with this clause.

(c) We will give sufficient rebates of any *green energy tariff* (to which the above clause 9(b) applies) to ensure that:

(i) the total amount of *specified green energy or rights* for which that *green energy tariff* has been charged during the period (after allowing for rebates);

equals:

(ii) the amount of that *specified green energy or rights* actually purchased by us during that period.

(d) Where possible we will endeavour to provide any rebate payable under this clause 9 equally to all *green energy customers* affected by the shortfall described in clause 9(b) above.

(e) We will have complete discretion as to:

(iii) the number and identity of the *green energy*

customers who will receive a rebate; and

- (iv) the amount of the rebate given to each of them, subject to us complying with the rest of this clause.
- (f) Any rebate given to you under this clause will:
 - (i) be credited to your first bill after the date which is 1 month from the end of the period to which the rebate relates (if you are still our customer at the end of the period); or
 - (ii) be paid to you within 3 months of the end of the period to which the rebate relates (if you are not still our customer at the end of the period).

10 Rights and benefits arising from green energy

At any time now or in the future rights or benefits may arise in relation to any *specified green energy or rights* purchased by us under this contract.

These may include (for example) greenhouse gas emissions rights or renewable energy rights, tradable certificates, credits or permits.

Any rights or benefits so arising will at all times remain with us and you will not have any entitlement to those rights under this contract.

DICTIONARY

The words and expressions noted below have the corresponding meanings in this contract:

Act	means the <i>Electricity Supply Act 1995</i> (NSW)
business day	means any day that is not a Saturday, Sunday or a public holiday in New South Wales
AEMO	means: (a) for the period prior to 1 July 2009, NEMMCO (National Electricity Market Management Company Limited ACN 072 010 327); and (b) for the period from 1 July 2009, the Australian Energy Market Operator Limited, as defined in the National Electricity Law, being the company responsible for the operation of the National Electricity Market in accordance with the <i>Rules</i> , or any successor or replacement body which exercises that
customer	means each <i>existing standard customer</i> and <i>new standard customer</i> in our <i>supply district</i>
customer connection contract	means a contract to provide <i>customer connection services</i> to a customer's premises
customer connection services	means any of the following services: (a) the connection of premises to a <i>distribution network service provider's</i> system, (b) an increase in the maximum capacity of any premises' existing connection to a <i>distribution network service provider's distribution system</i> ,
	(c) the maintenance of the capability for electricity to be <i>supplied</i> to any premises from a <i>distribution network service provider's distribution system</i> ,

	including any services prescribed by the <i>Regulation</i> (and excluding any excluded by the <i>Regulation</i>)
customer information	means information about: (a) the <i>supply</i> of electricity to you; (b) <i>meter</i> readings and <i>meter</i> registrations connected with your <i>supply points</i> ; or (c) the status of your Energy Account with us or any other personal information regarding you
customer supply contract	means this contract or a <i>negotiated customer supply contract</i>
distribution network service provider	means a person who owns or controls a <i>distribution system</i>
distribution system	means the electricity power lines and associated equipment and electricity structures that are used to convey and control the conveyance of electricity: (a) to the premises of wholesale and retail <i>customers</i> , up to the <i>point of supply</i> in relation to the premises (which may or may not be situated on the building or land comprising the premises), or (b) to, from and along the rail network electricity system, but does not include a <i>transmission system</i> or any lines, equipment and structures prescribed by the <i>Regulations</i>
document fee	means the actual cost to us of copying and making available that document to you (subject to any relevant determination of IPART)
electricity works	means any electricity power lines or associated equipment or electricity structures that form part of a <i>transmission system</i> or <i>distribution system</i>
energy laws	means the <i>Act</i> , the <i>Regulation</i> ,

	the <i>Electricity (Consumer Safety) Act 2004 (NSW)</i> , the <i>Rules</i> and any other laws relating to the <i>supply</i> of electricity to a <i>customer's</i> premises
EWON	means the Energy and Water Ombudsman NSW, the electricity industry ombudsman appointed under the electricity industry ombudsman scheme established under the <i>Act</i>
exempt person	means a person whose arrangements to be <i>supplied</i> electricity, which would otherwise be unenforceable under the <i>energy laws</i> , are exempt from being unenforceable under the <i>energy laws</i>
existing standard customer	means a <i>small retail customer</i> who has owned or occupied premises in our <i>supply district</i> since 1 October 2001, but has never entered into a <i>negotiated customer supply contract</i> with us or another retail supplier
green energy customer	means a <i>customer</i> who has become a <i>green energy customer</i> on a <i>green energy tariff</i> in accordance with Attachment 6
green energy tariff	means any tariff identified due to the inclusion of a green energy option from time to time in the price fact sheet/PPIS
GST	has the meaning given to that term in the <i>GST Act</i>
GST Act	means A New Tax System (Goods and Services Tax) Act 1999 (Cth)
IPART	means the Independent Pricing and Regulatory Tribunal, constituted under the Independent Pricing and Regulatory Tribunal Act 1992 (NSW), or any successor or replacement body which exercises that function
IPART Pricing Determination	means the NSW Electricity Determination No. 3, 2010, Final Determination - Review of Regulated Retail Tariffs and Charges for Electricity 2010-2013 published by <i>IPART</i> in

	March 2010, as amended or replaced from time to time
input tax credit	has the meaning given to that term in the <i>GST Act</i>
last resort supply arrangement	means the arrangements for the <i>supply</i> of electricity to your premises which are to be implemented by a specified retail supplier in accordance with the <i>energy laws</i> if we are subject to a <i>last resort supply event</i>
last resort supply event	means, in respect of us: <ul style="list-style-type: none"> the issue of a suspension notice by <i>AEMO</i> to us under the <i>Rules</i>; or the cancellation of our retail supplier's licence, where written notice of that cancellation has been given to us
losses	means all damages, costs, losses, expenses, claims and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise
meter	means a device complying with Australian Standards issued by the Standards Association of Australia and the requirements of the <i>Rules</i> for measuring and recording the consumption of electricity at a <i>supply point</i> and any associated, CT, VT, kVA demand <i>meter</i> or communications device
metering services	means the installation, maintenance and reading of <i>meters</i> in accordance with Attachment 1
negotiated customer supply contract	means a contract to <i>supply</i> electricity to a customer's premises which has been separately agreed by that customer and us and which therefore applies instead of this contract
new standard customer	means a <i>small retail customer</i> who owns or occupies premises in our <i>supply district</i> and who: <ul style="list-style-type: none"> (i) does not have a current <i>negotiated customer supply contract</i> with us or

	another retail supplier; and (ii) has elected under the <i>Act</i> (or has otherwise agreed) to be <i>supplied</i> under this contract
new occupant supply arrangement	means an electricity <i>supply</i> arrangement which (under the <i>Regulation</i>) we are taken to have entered into with a person who occupies premises which are <i>supplied</i> with electricity by us but who is not covered by a <i>customer supply contract</i>
payment plan application date	means the date by which you must apply to us if you wish to enter into a payment plan, as specified in a notice given under clause 1(b)(vi) of Attachment 2
PPIS	means Price and Product Information Statement
Price fact sheet/PPIS	means the Regulated Retail Tariffs and Charges and Green energy tariffs Price lists published and amended by us from time to time in accordance with the <i>energy laws</i>
recognised document	a code or document approved in writing by the Director-General of the Ministry of Energy and Utilities (now known as the Department of Energy and Water), notice of which has been given in a newspaper circulating throughout New South Wales
Regulation	means the <i>Electricity Supply (General) Regulation 2001 (NSW)</i>
Rules	means the <i>National Electricity Rules</i> established under the National Electricity Law
small retail customer	means a customer who consumes or is expected to consume electricity at premises at a rate less than 160 MWh per year
specified amount	of <i>specified green energy or rights</i> for a <i>green energy tariff</i> means the amount of that <i>specified green energy or rights</i> specified in the <i>price fact sheet/PPIS</i> for that <i>green energy</i>

	<i>tariff</i>
specified green energy or rights	for a <i>green energy tariff</i> means energy generated from any fuel or generation source or any rights or instruments specified for that tariff in the <i>price fact sheet/PPIS</i>
standard retail supplier	has the meaning given to that term in the <i>Act</i>
supply	means, in relation to electricity, the <i>supply</i> of electricity by means of a <i>transmission system</i> or <i>distribution system</i>
supply district	means the area of New South Wales within which we are obliged to <i>supply</i> electricity under the <i>Act</i>
supply point	means a <i>point of supply</i> between your premises and our <i>distribution system</i> , and has the meaning given to the term <i>point of supply</i> in the <i>Act</i>
tax	includes but is not limited to, sales tax, carbon taxes, duties, surcharges, levies and dues (whatever they may be called) and also includes additional taxes and penalty taxes
tax invoice	has the meaning given to that term in the <i>GST Act</i>
taxable supply	has the meaning given to that term in the <i>GST Act</i>
telephone service	means the <i>telephone service</i> (telephone number 13 15 35, or another number notified to you) established by us to deal with <i>customer</i> enquiries under this contract
transmission system	means any electricity powerlines and associated equipment and electricity structures that are a <i>transmission system</i> as determined under the <i>Act</i>