



Essential Energy

Essential Energy Deemed Standard Connection Contract

Effective 31 March 2021



Table of Contents

PREAMBLE	4
1. THE 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 Does this contract apply to you?	4
3.3 What if I need a new connection?	4
3.4 Electricity or gas	5
4. WHAT IS THE TERM OF THIS CONTRACT?	5
4.1 When does this contract start?	5
4.2 When does this contract end?	5
5. SCOPE OF THIS CONTRACT	5
5.1 What is covered by this contract?	5
5.2 Sale of energy not covered by this contract	5
5.3 Services and your connection point	6
5.4 Guaranteed service levels	6
6. YOUR GENERAL OBLIGATIONS	6
6.1 Full information	6
6.2 Updating information	6
6.3 Your obligation to comply with energy laws and our requirements	6
6.4 Life support equipment	7
6.5 Obligations if you are not an owner	7
6.6 Small generators including solar panels	7
7. WRONGFUL AND ILLEGAL USE OF ENERGY	7
7.1 Illegal use of energy or interference	7
7.2 Consequences for wrongful or illegal use	8
8. OUR LIABILITY	8
9. ACCESS TO THE PREMISES	8
9.1 Your obligations	8
9.2 Our obligations	9
10. INTERRUPTION TO SUPPLY	9
10.1 Distributor may interrupt supply	9
10.2 Distributor planned interruptions (maintenance, repair, etc)	9
10.3 Unplanned interruptions	9
10.4 Your right to information about interruptions	10
11. OUR CHARGES	10
11.1 Payment	10
11.2 Determination of our charges	10
11.3 Compliance with tariff requirements	10

12. DISCONNECTION OF SUPPLY	11
12.1 When can we disconnect?	11
12.2 Notice and warning of disconnection	11
12.3 Life support equipment	11
12.4 When we must not disconnect	11
12.5 Our rights after disconnection	12
12.6 Disconnection fee	12
13. RECONNECTION AFTER DISCONNECTION	12
13.1 Where we must reconnect	12
13.2 Timeframe for reconnection	12
13.3 Wrongful disconnection	13
14. NOTICES AND BILLS	13
15. PRIVACY ACT NOTICE AND ACCESS TO INFORMATION	13
15.1 Privacy of personal information	13
15.2A Access to information - electricity only	13
15.2B Access to information - gas only	13
16. COMPLAINTS AND DISPUTE RESOLUTION	14
16.1 Complaints	14
16.2 Our obligations in handling complaints or disputes	14
17. FORCE MAJEURE	14
17.1 Effect of force majeure event	14
17.2 Deemed prompt notice	14
17.3 Obligation to overcome or minimise effect of force majeure event	15
17.4 Settlement of industrial disputes	15
18. APPLICABLE LAW	15
19. GENERAL	15
19.1 Our obligations	15
19.2 GST	15
19.3 Amending this contract	15
SCHEDULE 1: SIMPLIFIED EXPLANATION OF TERMS	16
SCHEDULE 2: GUARANTEED SERVICE LEVELS	18

PREAMBLE

This contract is about the services which cover connection of your *premises* to our distribution system, and the *energy* supplied to the *premises*. These services are called “*customer connection services*”.

In addition to this contract, we are required to comply with *energy laws* and other consumer laws in our dealings with you.

You also have a separate contract with your *retailer* dealing with the sale of *energy* to the *premises*.

More information about this contract and other matters is on our website:

www.essentialenergy.com.au

1. THE PARTIES

This contract is between:

Essential Energy (ABN 37 428 185 226 - a statutory state-owned corporation incorporated under the Energy Services Corporation Act 1995 (NSW)) having the contact details as follows

Address: Essential Energy, PO Box 5730, Port Macquarie NSW 2444;

Phone: 13 23 91, who provides you with *customer connection services* at the *premises* (in this contract referred to as “we”, “our” or “us”); and

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

2. DEFINITIONS AND INTERPRETATION

1. Capitalised or italicised terms used in this contract have the same meanings as they have in the *National Energy Retail Law* and the *National Energy Retail Rules* (“the *Rules*”). However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
2. Where the simplified explanations in Schedule 1 differ from the definitions in the *National Energy Retail Law* and the *Rules*, the definitions in the *National Energy Retail Law* and the *Rules* prevail.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the *standard connection contract* for *customers* under the *National Energy Retail Law* and the *Rules*.

3.2 Does this contract apply to you?

This contract applies to you if your *premises* are connected to our distribution system, and you do not have another customer connection contract with us for those *premises*.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with either the *National Electricity Rules* (for an electricity connection) or the ***National Gas***

Rules (for a gas connection). That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

3.4 Electricity or gas

Standard connection contracts apply to electricity and gas, but some terms are expressed to apply only to one or the other. Our distribution system is an electricity distribution system.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

If your *premises* are connected to our distribution system, this contract starts on the date when you start to take supply of *energy* at those *premises*.

4.2 When does this contract end?

- (a) This contract ends:
- (i) if your *retailer* notifies us that the supply of *energy* to the *premises* is to be disconnected (a ‘termination notice’)—subject to paragraph (b), on the date we disconnect the *premises* (even if you have vacated the *premises* earlier); or
 - (ii) if you start receiving supply of *energy* for the *premises* under a different customer connection contract—on the date that contract starts; or
 - (iii) if a different *customer* starts receiving supply of *energy* for the *premises*—on the date the connection contract of that *customer* starts;
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 *business days* after we disconnect the *premises* under the *Rules*, if you have not within that period asked your *retailer* to reconnect the *premises* and met the requirements in the *Rules* for reconnection.
- (b) If your *retailer* gives us a termination notice but you do not give safe and unhindered access to your *premises* to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide *customer connection services* at the *premises*. We also agree to meet other obligations set out in this contract and to comply with the *energy laws*.
- (b) Charges for *customer connection services* will be billed under your contract with your *retailer*.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of *energy* to your *premises*. This is the role of your *retailer*.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of *customer connection services* at your *premises* safely and in accordance with the *energy laws*.
- (b) Our obligations extend up to the *connection point* where *energy* is to be supplied to the *premises* (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) If you are a *small customer*, we are required under the laws of New South Wales to meet certain guaranteed service levels. These requirements are set out in Schedule 2. We may also be required to pay you compensation if we do not meet the reliability of supply standards prescribed by our licence.
If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable *GSL scheme*.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

- (a) inform your *retailer* of any change to your contact details; and
- (b) inform your *retailer* of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing *customer connection services* at the *premises*; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of *energy* to the *premises* or the *premises* of any other person; and
- (d) inform either your *retailer* or us of any permanent material change to the *energy* load or pattern of usage at the *premises*.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the *energy laws* relating to the provision of *customer connection services* we provide to your *premises* under this contract; and
- (b) our reasonable requirements under the *energy laws*, including our service and installation *Rules*. This includes a requirement that you provide and maintain at your *premises* any reasonable or agreed facility required by us to provide *customer connection services* to the *premises*.

6.4 Life support equipment

- (a) If a person living or intending to live at your *premises* requires life support equipment, you must:
 - (i) register the *premises* with your *retailer* or with us; and
 - (ii) provide *medical confirmation* for the *premises*.
- (b) Subject to satisfying the requirements in the *Rules*, your *premises* may cease to be registered as having life support equipment if *medical confirmation* is not provided to us or your *retailer*.
- (c) You must tell us or your *retailer* if the life support equipment is no longer required at the *premises*.
- (d) If you tell us that a person living or intending to live at your *premises* requires life support equipment, we must give you:
 - (i) at least 50 *business days* to provide *medical confirmation* for the *premises*; and
 - (ii) general advice that there may be a *distributor planned interruption*, *retailer planned interruption* or *unplanned interruption* to the supply of *energy* to the *premises*; and
 - (iii) at least 4 *business days*' notice in writing of any *distributor planned interruptions* to the supply of *energy* to the *premises* unless we have obtained your explicit consent to the *interruption* occurring on a specified date; and
 - (iv) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and
 - (v) *emergency* telephone contact numbers.

6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your *premises* under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

6.6 Small generators including solar panels

- (a) If you have a *small generator* connected to our distribution system at the *premises*, you must comply with the applicable standards in operating and maintaining the generator when you start to take supply of *energy* under this contract
- (b) If you no longer want to keep a *small generator* at the *premises* connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (c) If you want to connect a *small generator* at the *premises* to our distribution system for the purpose of exporting *energy* (for example, a solar panel), you must apply for a connection alteration under the *National Electricity Rules*. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.

7. WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use *energy* supplied to the *premises*; or
- (b) interfere or allow interference with any of our equipment at the *premises*, except as may be permitted by law; or
- (c) use the *energy* supplied to your *premises* or any *energy* equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of *energy* to another *customer*; or

- (ii) causes damage or interference to any third party; or
- (d) use *customer connection services* provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the *energy laws* take any or all of the following actions:

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

8. OUR LIABILITY

Note: this clause contains permitted alterations as permitted by the *National Energy Retail Law* and, specifically, regulation 7(4) of the *National Energy Retail Law (Adoption) Regulation 2020* (NSW).

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of *energy*, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently (except as provided by this clause), the *National Energy Retail Law* excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply *energy* to your *premises*, which includes any loss or damage you suffer as a result of the defective supply of *energy*.
- (d) We are not liable for any indirect, economic, special or consequential losses suffered by you as a result of any partial or total failure to supply *energy* due to an act or omission by us or our officers or employees done or omitted to be done in bad faith or through negligence.
- (e) Our liability for losses suffered by you as a result of any partial or total failure to supply *energy* under this contract (other than a loss for which liability is excluded by this clause or the *National Energy Retail Law*) is limited, in respect of all failures during a calendar year, to the lesser of the following:
 - (i) the cost of repair or replacement of any property damaged (as appropriate) as a result of the failure, or
 - (ii) \$5,000.

9. ACCESS TO THE PREMISES

9.1 Your obligations

Under the *energy laws*, you must provide us and our authorised representatives (together with all necessary equipment) safe 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 allow us to:

- (a) read, test, maintain, inspect or alter any metering installation at the *premises*; and

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

9.2 Our obligations

If we or our representatives seek access to the *premises* under clause 9.1 above, we will:

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

10. INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of *energy* to your *premises* where permitted under the *energy laws*, including for a *distributor planned interruption* or where there is an unplanned *interruption* or in accordance with the conditions of any applicable tariff or under a contract with your *retailer*.

10.2 Distributor planned interruptions (maintenance, repair, etc)

- (a) We may make *distributor planned interruptions* to the supply of *energy* to the *premises* under the *Rules* for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another *customer*.
- (b) If your *energy* supply will be affected by a *distributor planned interruption* and clause 6.4(d)(iii) does not apply:
 - (i) we may seek your explicit consent to the *interruption* occurring on a specified date; or
 - (ii) we may seek your explicit consent to the *interruption* occurring on any day within a specified 5 *business day* range; or
 - (iii) otherwise, we will give you at least 4 *business days* notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of *energy* to your *premises* in circumstances where we consider that a *customer's energy* installation or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system, including:

- (i) for unplanned maintenance or repairs;
 - (ii) for health or safety reasons;
 - (iii) in an *emergency*;
 - (iv) as required by a *relevant authority*;
 - (v) to shed demand for *energy* because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a *customer*.
- (b) If an unplanned *interruption* is made, we will use our best endeavours to restore *energy* supply to the *premises* as soon as possible.
- (c) We will make information about unplanned *interruptions* (including the nature of any *emergency* and, where reasonably possible, an estimate of when *energy* supply will be restored) available on a 24 hour telephone information service.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an *interruption* to the supply of *energy* to the *premises*; or
 - (ii) a supply of *energy* to the *premises* of a quality in breach of any relevant standards under the *energy laws*.
- (b) If you request an 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 if a longer period is reasonably needed.
- (c) For any *retailer planned interruption* arranged by your *retailer*, we may refer you to your *retailer* to provide information.

11. OUR CHARGES

11.1 Payment

The amounts you are billed under your contract with your *retailer* include our charges for *customer connection services*.

11.2 Determination of our charges

We will determine our charges for a *billing cycle* in accordance with the *energy laws*.

11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charging category that applies to you for the supply of *energy* to your *premises* we must advise your *retailer* 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 that applies to you.

12. DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the *Rules*, we may disconnect your *premises* if:

- (a) your *retailer* informs us that it has a right to arrange for *disconnection* under your contract with your *retailer* and requests that we disconnect the *premises*; or
- (b) you use *energy* supplied to the *premises* wrongfully or illegally in breach of clause 7; or
- (c) if you fail to pay any direct charges (where relevant) to us under this contract; or
- (d) if you provide false information to us or your *retailer* such that you would not have been entitled to be connected if you had not provided the false information; or
- (e) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the *energy laws* or this contract in order for us to provide *customer connection services*; or
- (f) if you fail to give us safe and unhindered access to the *premises* as required by clause 9 or any requirement under the *energy laws*; or
- (g) in an *emergency* or for health and safety reasons; or
- (h) if required to do so at the direction of a *relevant authority*; or
- (i) if we are otherwise permitted by the *energy laws* to disconnect the *premises*.

Note: The *energy laws* allow distributors and other authorised people to disconnect or arrange the *disconnection* of *premises* in circumstances additional to those set out above.

12.2 Notice and warning of disconnection

If you are a *small customer*, we may disconnect your *premises* under clauses 12.1(c), 12.1(d), 12.1(e) or 12.1(f) only if:

- (a) we have sent you a *disconnection* warning notice that:
 - (i) requires you to rectify, within 6 *business days* after the date of issue on the notice, the issue that could lead to *disconnection*; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your *premises* in addition to providing a *disconnection* warning notice; and
- (c) you fail to comply with the *disconnection* warning notice within 6 *business days* after the date of issue.

12.3 Life support equipment

If you are a *small customer*, we must not disconnect your *premises* if they are registered as having life support equipment, except in an *emergency*.

12.4 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the *Rules*, if you are a *small customer* we must not disconnect the *premises* during the following times ('the protected period'):
 - (i) on a *business day* before 8am or after 3pm; or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or

- (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
 - (v) if you are being disconnected for failure to pay, during an extreme weather event.
- (b) Your *premises* may be disconnected within the protected period:
- (i) for reasons of health and safety; or
 - (ii) in an *emergency*; or
 - (iii) as directed by a *relevant authority*; or
 - (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of *energy*; or
 - (v) if your *retailer* makes such a request on your behalf; or
 - (vi) if your *premises* contain a commercial business that only operates within the protected period and where access to the *premises* is necessary to effect *disconnection*; or
 - (vii) where the *premises* are not occupied.

12.5 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 *retailer*.

12.6 Disconnection fee

If you have not complied with a *disconnection* warning notice 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 notice, you will be liable to pay a reasonable fee for our attendance at the *premises*.

13. RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) If you are a *small customer*, we must arrange for reconnection of the *premises* if, within 10 *business days* of your *premises* being disconnected:
- (i) where your *retailer* asked for the *disconnection* - if we are asked by your *retailer* to reconnect the *premises*; or
 - (ii) in other circumstances - if:
 - (A) you ask us to arrange for reconnection of your *premises*; and
 - (B) you rectify the matter that led to the *disconnection*; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 *business days* following *disconnection* if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If you are a *small customer* and at the time of the request for reconnection:

- (a) you or your *retailer* have made arrangements for payment of the relevant reconnection charge; and
- (b) you have complied with our requirements under the relevant *energy laws*; and
- (c) the necessary infrastructure to re-energise the *premises* remains in place; and
- (d) you provide safe and unhindered access to the *premises*,

we must re-energise the *premises* by the end of the next *business day* if your request is made before 3pm on a *business day* or if your request is made after 3pm on a *business day* we will re-energise your *premises* by the end of the second *business day* following the day the request was made, unless you request a later time.

13.3 Wrongful disconnection

If we disconnect the *premises* where we did not have a right to do so, we must reconnect the *premises* as soon as possible and without charge.

14. NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be sent in writing, unless this contract or the *Rules* say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) on the date it is handed to the party, 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); or
 - (ii) on the date two *business days* after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

15. PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

15.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

15.2A Access to information - electricity only

Upon request, we must give you information about your *energy* consumption or our charges for *customer connection services* for up to 2 years free of charge. We may charge you a reasonable fee for information requested;

- (a) more than 4 times in the previous 12 months; or
- (b) that is different in manner and form to any minimum requirements we are required to meet; or
- (c) by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one *customer*.

15.2B Access to information - gas only

Upon request, we must give you information about your *energy* consumption or our charges for *customer connection services*. We may charge you a reasonable fee for information requested more than once in any 12 month period.

16. COMPLAINTS AND DISPUTE RESOLUTION

16.1 Complaints

If you have a complaint relating to the supply of *energy* to the *premises*, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

16.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that, if you are not satisfied with our response and you are a *small customer*, you have a right to refer the complaint to the Energy and Water Ombudsman of New South Wales on:

Freecall: 1800 246 545

Freefax: 1800 812 291

Freepost: Reply Paid 86550, Sydney South NSW 1234

Email: complaints@ewon.com.au

Or, if your *premises* are located in Queensland you have a right to refer the complaint to the Queensland Energy Ombudsman on:

Freecall: 1800 662 837

Fax: 07 3087 9477

Mail: PO Box 3640, South Brisbane BC Qld 4101

Email: complaints@ewoq.com.au or info@ewoq.com.au

17. FORCE MAJEURE

17.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a *force majeure event*'):

- (a) the obligation, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the 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 event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

17.2 Deemed prompt notice

If the effects of a *force majeure event* are widespread we will be taken 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 event or otherwise as soon as practicable.

17.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

17.4 Settlement of industrial disputes

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

18. APPLICABLE LAW

The laws of New South Wales 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 taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

19.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of *GST*. Paragraph (b) applies unless an amount payable under this contract is stated to include *GST*.
- (b) Where an amount paid by you or by us under this contract is payment for a “taxable supply” as defined for *GST* purposes, to the extent permitted by law, that payment will be increased so that the cost of the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

19.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the *National Energy Retail Law*.
- (b) We must inform you of any material amendments to this contract as required by the *National Energy Retail Law*.

SCHEDULE 1: SIMPLIFIED EXPLANATION OF TERMS

billing cycle means the regular recurrent period for which we charge for customer connection services;

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

connection point means the point at which a distribution system connects to an *energy* installation or equipment that serves the *premises* of one or more customers;

customer means a person who buys or wants to buy *energy* from a *retailer*;

customer connection services include services relating to the flow of *energy* to your *premises*;

disconnection means an action to prevent the flow of *energy* to the *premises*, but does not include an *interruption*;

distributor planned interruption means an *interruption of the supply of energy* for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a *retailer planned interruption*); or
- (c) the installation of a new connection or a connection alteration;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity or gas (as relevant to this contract);

energy laws means national and State and Territory laws and rules relating to *energy* and the legal instruments made under those laws and rules;

force majeure event means an event outside the control of a party;

GSL scheme has the meaning given in the *National Energy Retail Law*;

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

interruption means a temporary unavailability or temporary curtailment of the supply of *energy* from a distribution system to a customer, but does not include *disconnection*;

medical confirmation means certification from a registered medical practitioner of the requirement for *life support equipment* at your *premises*;

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

National Electricity Rules means the rules made under the National Electricity Law;

National Gas Rules means the rules made under the National Gas Law;

premises means the address at which *customer connection services* are provided to you and, to avoid doubt, may include your electrical or gas installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is authorised to sell *energy* to customers;

retailer planned interruption means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of an electricity meter; and
- (b) does not involve the distributor effecting the *interruption*; and
- (c) is not a *distributor planned interruption*;

Rules means the *National Energy Retail Rules* made under the *National Energy Retail Law*;

small customer means:

- (a) a residential customer; or
- (b) a business customer who consumes *energy* at or below a level determined under the *National Energy Retail Law*;

small generator means an embedded generating unit of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters);

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

SCHEDULE 2: GUARANTEED SERVICE LEVELS

The following Guaranteed Service Levels comply with the requirements imposed by the *Electricity Supply (General) Regulation 2014* (NSW). The Guaranteed Service Levels only apply to you if you are a *small customer*.

1. Connection on agreed date

If we do not connect you on or before the date we have agreed to connect you, we will pay you \$60 for each day between the agreed date and the date on which we connect you (up to a maximum total of \$300). This clause does not apply to connections under Chapter 5A of the *National Electricity Rules*.

2. Time limit for energisation or re-energisation

- (1) This clause applies if you are entitled to have your *premises* energised or re-energised by us.
- (2) We must energise or re-energise your *premises*:
 - (i) if your request for energisation or re-energisation is made before 3pm on a *business day*, by the end of the next *business day*, or
 - (ii) if your request for energisation or re-energisation is made after 3pm on a *business day*, by the end of the second *business day* after the day the request is made.
- (3) We and you may agree on a longer period within which the *premises* may be energised or re-energised.
- (4) We are not required to energise or re-energise your *premises* within a period specified in this clause if the relevant equipment is not in place to do so.
- (5) In this clause:
business day means a day that is not a Saturday or a Sunday or a day that is wholly or partly a public holiday.

3. Mandatory periods for de-energisation

- (1) If your *retailer* notifies us that you wish your *premises* to be de-energised, we will de-energise your *premises* within 2 days of the notice or within a longer period if you so request.
- (2) If your *retailer* notifies us that they wish to de-energise your *premises* on a permitted ground, we will de-energise the *premises* within 2 days (not including any day that is a protected period within the meaning of Part 6 of the *National Energy Retail Rules*).

4. Disconnection notices

- (1) We will give you a notice when we de-energise your *premises* at your *retailer's* request.
- (2) The notice we give you will be in writing and contain the following information:
 - (i) the matter for which your *premises* were de-energised,
 - (ii) the telephone number of a contact person for the *retailer*,
 - (iii) what you need to do in order to get your *premises* re-energised, including any costs you need to pay,
 - (iv) the dispute resolution procedures that are available to you, including contact details for the Energy Ombudsman.

5. Repair of faulty street lights

- (1) If we do not repair faulty street lighting that we own or have to maintain by the date we have agreed with you to do so, we will pay you not less than \$15.
- (2) This clause only applies to you if your *premises* abut the part of the street that would normally be illuminated by the streetlighting.