



Standard Form Customer Connection Contract

October 2001

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1. Introduction

1.1 Who are we?

We are Ausgrid, a statutory State-Owned Corporation incorporated under the *Energy Services Corporations Act 1995 (NSW)*. Our contact details are as follows:

Ausgrid
570 George Street
SYDNEY NSW 2000
phone: 13 15 35
facsimile: 9269 2830

1.2 Interpreter Services

Arabic

إذا لم تكن الإنجليزية هي لغتك الأولى وأردت مساعدة في فهم هذه الوثيقة، فهناك خدمات ترجمة متوفرة 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 διερμηνείας 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 What is this contract and to which customers does it apply?

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

It sets out the terms and conditions on which we will provide *customer connection services* and the other services specified in clause 2.1 to you at *premises* located in our *distribution district*, if you:

- (a) own or occupy those *premises*;
- (b) are not entitled to be provided with *customer connection services* under a *wholesale market access regime*; and
- (c) have not entered into a separate *negotiated customer connection contract* with us.

This contract complies with the applicable provisions of the *Act*, the *Regulation* and instruments made under the *Act*.

1.4 When does this contract commence?

For each *customer* whose *premises* were already connected to our *distribution system* as at 1 October 2001:

- (a) this contract commences on 1 October 2001; and
- (b) each subsequent amendment to this contract takes effect from the date of that amendment.

For each *customer* who applies (or on whose behalf someone applies) for connection of their *premises* at any time after 1 October 2001:

- (i) this contract (as amended at that time) commences on the date of the *customer's* application for connection; and
- (ii) each subsequent amendment to this contract takes effect from the date of that amendment.

1.5 The meaning of words and expressions used in this contract

Words and expressions which appear in italics in this contract are explained in the dictionary at the end of this contract.

1.6 The Attachments to this contract

The Attachments are part of this contract and their provisions are important. You should therefore read the Attachments to make sure you understand all of your rights and obligations.

1.7 Documents incorporated in this contract

This contract comprises this document, including the Attachments.

This document and the Attachments have been incorporated into this contract because (taken together) they set out our terms and conditions for providing you with *customer connection services*.

Any other document referred to in this contract does not form part of this contract.

1.8 Availability of documents

The following documents are available for inspection by you free of charge at any Ausgrid office during normal business hours:

- (a) this document (including the Attachments); and
- (b) any other document (excluding *recognised documents*) referred to in this contract.

We will provide you with one copy of any of the above documents on request and free of charge, at any Ausgrid office. If you require more than one copy, additional copies will be provided on request, but we may charge you a *document fee* for each additional copy.

We will also provide you with a copy of the *Act* or the *Regulation* on request but we may charge you a *document fee* for these.

You may arrange to see or obtain a copy of all or any part of the above documents by telephoning our *telephone service*, by visiting our Internet website or by asking at any Ausgrid office.

1.9 Recognised document

The Service and Installation Rules of NSW is a *recognised document* which is or may be relevant to this contract, however, we have chosen not to incorporate this document into this contract.

1.10 Amendments

We may amend this contract at any time without your prior consent and this contract, as amended, will then apply to you. However no amendment will take effect until notice of the amendment has first been published in a newspaper circulating in our *distribution district*, as required by the *Act*.

2. Services provided to you under this Contract

2.1 Customer connection and other services

We will provide you with the following services, goods and equipment on the terms set out in this contract:

- (a) *customer connection services* to your *premises* located in our *distribution district*;
- (b) *miscellaneous services* and *monopoly services*; and
- (c) any *customer requested relocation services*.

2.2 When do customer connection services commence?

Subject to you complying with the pre-conditions set out in clause 3.1, *customer connection services* to your *premises* under this contract will commence:

- (a) on 1 October 2001, for *premises* already connected to our *distribution system* as at that date; or
- (b) on a date specified by us, where those *premises* are (or are proposed to be) connected at any time after 1 October 2001.

2.3 Information about efficient energy consumption

If requested, we will also provide you with information about efficient energy consumption free of charge.

3. Service and Installation Requirements

3.1 Pre-conditions to connection

- (a) We are not obliged to provide you with *customer connection services* to your *premises* under this contract until:
- (i) you provide satisfactory proof that you own or occupy the *premises*;
 - (ii) you provide any details required by us of the *electrical installation* and electrical load for your *premises*;
 - (iii) you have a *customer supply contract* for your *premises* with us or another retail supplier;
 - (iv) where you are required to give security (see clause 9) you have given us that security;
 - (v) your *premises* and your connection to our *distribution system* comply with:
 - (A) the requirements set out in the Service and Installation Rules of NSW;
 - (B) your responsibilities identified in our *Customer Installation Safety Plan* and *Bush Fire Risk Management Plan*;
 - (C) the *Rules*, the *market operation rules* and any applicable metrology procedures made under the *Rules* or the *market operations rules*;
 - (D) any requirements or standards specified by us to ensure compliance with the *Rules*; and
 - (E) any other reasonable requirements we impose;
 - (vi) without limiting clause 3.1(a)(v), you have submitted to us any plans or other documents reasonably required by us including (without limitation) an Installation Safety Management Plan if we require you to have one under our *Customer Installation Safety Plan*;
 - (vii) you provide evidence (satisfactory to us) of the execution of any easements or leases reasonably required by us in respect of:
 - (A) your *premises* where part of our *distribution system* or *electricity works* is (or will be) located on your *premises* in order to provide *customer connection services* to your *premises*; and
 - (B) the *premises* of any other person, where:
 - (1) part of our *distribution system* or *electricity works* is (or will be) located on those *premises* in order to provide *customer connection services* to your *premises*; and
 - (2) that part of our *distribution system* or *electricity works* is not used (or not reasonably likely to be used) to provide *customer connection services* to any other *premises* (other than any *premises* situated within your *premises*); and
 - (viii) you have signed such memoranda, consents or other documents reasonably required by us to ensure that any easements and leases required by us under clause 3.1(a)(vii) are obtained.
- (b) We may lodge a caveat on title to your *premises* to protect our interest in relation to our entitlement under clause 3.1(a)(vii) to register an easement or lease in respect of your *premises*.

- (c) We may begin to provide *customer connection services* to you before any condition to connection set out in clause 3.1(a) has been met by you, but only on condition that you meet that condition to connection after we have begun providing *customer connection services* to you.

3.2 Applications for new connection or to increase capacity or consumption of existing connection

An application for a new connection or to increase the capacity (or in the case of un-metered *supply*, the capacity and consumption) of an existing connection at your *premises* or to connect a *generating system* or a *complying generator* to our *distribution network* can be made in writing, in person (at one of Ausgrid's offices), or by email (where email facilities between you and us are available). It can be made by you or by someone on your behalf.

3.3 You must continue to comply

- (a) If we begin providing *customer connection services* to you before any condition to connection set out in clause 3.1(a) has been met by you then, in accordance with clause 3.1(c), we may still require you to meet that condition at any time after commencement of those *customer connection services*.
- (b) You must at all times ensure that:
 - (i) we are provided with up to date and correct information about the details referred to in clause 3.1(a)(ii) and that we are notified of any changes or likely changes to those details as soon as possible after you become aware of those changes or likely changes;
 - (ii) your premises and connection to our *distribution system* continue to comply with:
 - (A) the requirements specified in clause 3.1(a)(v); and
 - (B) any condition of connection previously imposed by us on any previous occupant of the *premises*; and
 - (iii) where easements and leases have been provided as a precondition to connection in accordance with clause 3.1(a)(vii) but have expired, those leases and easements will be renewed or new ones executed.

3.4 Cooperation with inspectors and officers

You must cooperate with the reasonable requirements of our authorised officers and inspectors.

3.5 Maintenance of customer installation

Subject to clause 3.3(b), you must to the best of your knowledge maintain your *customer installation* so that:

- (a) it operates safely and in accordance with your responsibilities identified in our *Customer Installation Safety Plan* (including, without limitation, your responsibilities under any Installation Safety Management Plan, if we require you to have one) and *Bush Fire Risk Management Plan*;
- (b) any damage is rectified by a suitably qualified person as soon as reasonably possible;
- (c) its live parts remain properly insulated, or protected, against inadvertent contact with any person; and
- (d) it is not used in a manner that exceeds the operating limits imposed by its design or installation.

3.6 Protective devices and measures

Electricity Network Operation Standards set out some of the protective devices you may install and some of the measures you may take in order to avoid damage to your equipment

or business due to fluctuations or interruptions in the *supply* of electricity by your retail supplier through our *distribution system*. You must ensure that each user of electricity supplied to your *premises* is aware of these matters.

3.7 Interference by trees

If we reasonably believe that a tree on your *premises* can interfere with our *electricity works*, or could make our *electricity works* become a potential cause of bush fire or a potential risk to public safety, we may give you a notice requiring you to trim or remove the tree.

We may trim or remove the tree itself if:

- (a) it is an emergency; or
- (b) you have not complied with a request to do so.

If we trim the tree, we can recover the cost from you in the circumstances set out in section 48(4) of the *Act*.

3.8 Location and placement of electricity works

To assist us to operate an efficient, safe and reliable *distribution system* enabling your retail supplier to *supply* electricity to your *premises* we may from time to time install or relocate our *electricity works* (including any service lines or other equipment) at your *premises*.

4. Requirements for Customer Connection Services

The *Act* entitles us to impose certain requirements upon you, to enable *customer connection services* to be provided to you by us and an adequate *supply* of electricity to be made to your *premises* by your retail supplier.

These requirements are set out in clauses 4.4 to 4.11 below and you must comply with them at your own cost.

4.1 Choosing a service provider to provide any required services, goods or equipment

In complying with the requirements in clauses 4.4 to 4.11, you may choose to have any *required services, goods or equipment* provided by us (if they are available from us) or by an *accredited person* (but in relation to any metering required under clause 4.8 you must ensure your retail supplier is able to comply with the processes and requirements set out in the *Rules*).

4.2 Contracting for the provision of required services, goods or equipment from an accredited person other than us

If you choose an *accredited person* other than us to provide you with *required services, goods or equipment* then (subject to clause 4.9):

- (a) you must separately contract with that *accredited person* for the provision of those *required services, goods or equipment*;
- (b) if required by us, that contract must be in a form approved by us;
- (c) if required by us, we will be entitled to become a party to that contract or to a further separate contract between us, you and the *accredited person* (in a form approved by us); and
- (d) you must ensure that the *accredited person* meets all of our requirements under clauses 4.4 to 4.11 and any other requirements reasonably specified by us from time to time.

4.3 Contracting for the provision of required services, goods or equipment from us

If the *required services, goods or equipment* are available from us (in our capacity as an *accredited person*) and you (subject to clause 4.9) choose us to provide them to you, then (except where we provide them free of charge to you as part of the *customer connection services* provided under this contract):

- (a) they will not form part of the services provided by us under this contract; and
- (b) you must accordingly enter into a separate contract or contracts with us for the provision of those *required services, goods or equipment*.

4.4 Installation and use of apparatus

We may:

- (a) impose such requirements for the installation and use of electrical appliances and equipment by you as we consider necessary to prevent or minimise adverse effects on the *supply* of electricity to other customers by retail suppliers;
- (b) impose requirements relating to loading of, and the balancing of the load over, the phases of your electricity *supply* from your retail supplier;
- (c) impose requirements as to the minimum rupture rating or minimum breaking capacity of your main protection devices; and

- (d) require you to install relays, current transformers and other protective equipment which have characteristics to suit our load shedding requirements, protection system, load shedding obligations and other obligations under the *Rules*.

4.5 Transformers and other equipment

If, in our opinion, the *supply* of electricity required by you from your retail supplier exceeds that which can be provided by a service line from our street mains and can best be given by installing transformers, switchgear or other equipment on your *premises*, then you must, if we require, provide that equipment to our specification and provide free of cost and to our specification, a place within your *premises* to accommodate that equipment.

The equipment installed in your *premises* remains our property and under our control unless other arrangements are agreed to by us.

Other customers may be *supplied* from any equipment installed within your *premises* provided that the *supply* requirements of your *premises* (as agreed with us at the time the equipment is installed) are met first.

4.6 Service equipment

We may require you to install such service equipment and provision for its mounting as we consider necessary.

The position and standards of installation of service equipment are to be determined by us.

4.7 Service lines

We may require the installation of such service lines and provision for their attachment as we consider necessary.

The type, construction and route of a service line and its point of connection are to be determined by us.

We may need to provide your *premises* with more than one point of connection to our *distribution system*, if we consider this necessary.

4.8 Electricity meters and metering equipment

If required by the *Rules*, you must have a *metering installation* which complies with the requirements of the *Rules* installed at your *premises*. The position and standards of installation of the *metering installation* are to be determined by us.

We may also require you to install additional *meters* and metering equipment which we consider necessary to measure the quantity of electricity supplied to you or supplied to our *distribution network* by a *generating system* or *complying generator* installed at your *premises*. The position and standards of installation of such electricity *meters* and metering equipment are to be determined by us.

If you do not have a *metering installation* at your *premises* (and are therefore taking an un-metered *supply* of electricity), you must provide us with accurate and complete information about:

- (a) the capacity of your connection to our *distribution system* and the level of consumption of electricity at your *premises*; and
- (b) any significant change or likely change in that capacity or level of consumption, as soon possible after you become aware of that change or likely change.

4.9 Your responsibility for electricity meters and other equipment

You are responsible for the safe custody of the *metering installation* and any other electricity *meters*, *metering equipment* and all other equipment (relating to the *supply* of electricity) installed at your *premises*.

You may be required to pay the cost of repairs should that *metering installation*, those electricity *meters*, that *metering equipment* or that other equipment be damaged by any means other than our error or negligence.

You must not handle, alter, adjust or otherwise interfere with that *metering installation*, those electricity *meters*, that *metering equipment* or that other equipment nor must you allow anyone else to do so other than an *accredited person* (or any other person authorised by us) and only with our express agreement. You should be aware that if you interfere with our *electricity works* or alter or otherwise interfere with a *meter*, then you will be committing a criminal offence under the *Act*.

4.10 Access to electricity meters and other equipment

We and our authorised officers may enter your *premises* (including, without limitation, any of our substations in your *premises*) during daylight hours (and at any other time, if separately agreed with you), for any purpose relating to the *supply* of electricity, including:

- (a) reading electricity *meters*;
- (b) inspecting, testing, replacing, repairing, adjusting or removing our equipment;
- (c) inspecting, testing, repairing or adjusting your equipment.

You must make sure that our authorised officers have safe access to your *premises* so as to ensure we are able to safely exercise our power of entry to your *premises* under this clause.

You do not have to allow entry and give access under this clause to someone who does not, when you ask, both identify himself or herself as one of our employees or agents and produce a proper identity card we have issued.

We must give you reasonable notice before entering your *premises* under this clause, unless:

- (i) it is an emergency;
- (ii) an occupier of your *premises* has agreed;
- (iii) it is only to read a *meter* during daylight hours; or
- (iv) you have separately agreed (as a condition of connection) that no notice is required.

4.11 Seals

We may attach seals or break seals and attach new seals to parts of your installation if we consider it appropriate to do so. We may consider this appropriate on such items as *meters*, relays, switches, links or any other item which could affect safety or the accuracy of your electricity account.

You must not alter or interfere with any seal which we have attached, or which has been attached on our behalf, to your installation.

5. Work on our Distribution System

5.1 Contribution to costs of extending or increasing capacity of distribution system

We may require you to contribute towards the costs incurred or to be incurred by us in extending or increasing the capacity of our *distribution system* to enable us to provide *customer connection services* to you.

5.2 Choosing a service provider to undertake augmentation work

If we require you to make a contribution under clause 5.1, you may choose whether we (if we are available to undertake the work) or an *accredited person* undertakes the *augmentation work*.

5.3 Contracting for augmentation work with an accredited person other than us

If we require you to make a contribution under clause 5.1 and you choose an *accredited person* other than us to undertake the *augmentation work*, then:

- (a) you must separately contract with that *accredited person* for the provision of that *augmentation work*;
- (b) if required by us, that contract must be in a form approved by us;
- (c) if required by us, we will be entitled to become a party to that contract or to a further separate contract between us, you and the *accredited person* (in a form approved by us); and
- (d) you must ensure that the *accredited person* meets any requirements reasonably specified by us from time to time.

5.4 Contracting for augmentation work with us

If we require you to make a contribution under clause 5.1 and (where we are available to undertake the *augmentation work* in our capacity as an *accredited person*) you choose us in that capacity to undertake that work, then:

- (a) that work will not form part of the services provided by us under this contract; and
- (b) you must accordingly enter into a separate contract or contracts with us for the undertaking of that work.

5.5 Contribution to costs previously incurred

To enable previously incurred costs of the kind referred to in clause 5.1 to be equitably borne by customers in the same vicinity, we may also:

- (a) require you to contribute towards those costs; and
- (b) use the whole or any part of contributions received from you to repay customers who have previously contributed towards those costs.

6. Feeding Electricity back into our Distribution System

6.1 You must not feed electricity back into our distribution system without our approval

Subject to clause 6.2 you must not make a connection to our *distribution system* or change an existing connection, so that electricity produced at your *premises* can flow back into our *distribution system* unless we have first given our approval. If you own, control or operate a *generating system* which is connected to the *electrical installation* for your *premises* or to our *distribution system*, then we may also require you to enter into a separate connection agreement for your *generating system* on terms and conditions acceptable to us.

6.2 Approvals

The approval referred to in clause 6.1 may be subject to conditions and you must comply with the conditions. We can change the conditions at any time and will give you a written notice of the change. However, we will not withhold approval or impose conditions in circumstances that contravene the Act, Regulations or any other law.

6.3 Control over connection

We can give you a notice, at any time, not to let electricity produced in your *premises* flow into our *distribution system*. You must comply with the notice as soon as possible. This notice does not have to be in writing. It can operate for a specified period, indefinitely or as set out or described in the notice.

6.4 Changing the connection

We can give you, at any time, a written notice to change, or remove a connection that allows electricity produced in your *premises* to flow back into our *distribution system* (whether or not the connection is approved). You must comply with the notice as soon as possible.

7. Charges

7.1 No separate charge for customer connection services

We do not impose any charge upon you for providing *customer connection services* under this contract (except for charges imposed under clause 7.2 for those *miscellaneous services*, *monopoly services* and *customer requested relocation services* which are *customer connection services*).

However, we do impose *network charges* for the use of our *distribution system* for the *supply* of electricity by your retail supplier to your *premises*. These charges are ordinarily imposed upon your retail supplier, subject to clause 7.4.

7.2 Charges for miscellaneous services, monopoly services and customer requested relocation services

We will charge you for each *miscellaneous service*, each *monopoly service* and each *customer requested relocation service* provided to you in accordance with the *IPART Determination*, the *Network Price List* and any relevant pricing or other document published by us from time to time in relation to charges of this kind, subject to clause 7.5.

7.3 Your liability for charges for services provided under this contract

Where you are separately liable under a *customer supply contract* to pay your retail supplier for any services provided under this contract (at the rates provided for in this contract), you will not be liable to pay us for those services under this contract. You must, however, provide us with all information and assistance reasonably required by us to ensure that your retail supplier passes on all payments made by you to us.

Where you are not separately liable to pay your retail supplier as outlined above, you will be liable to pay us for services provided to you under this contract in accordance with bills issued to you under clause 8.

You will not be liable for any charges for any services, equipment or goods provided to your *premises* for which a previous customer at your *premises* is liable.

7.4 Liability for network charges

Ordinarily, we will invoice your retail supplier for *network charges*:

- (a) at the tariffs and rates set out in the *Network Price List*, and
- (b) having regard to the conditions and requirements of the *Network Price List* and *ES 7 Application of Network Use of System Charges*.

However, as a condition of us providing you with *customer connection services* under this contract and provided you are not a *small retail customer*, we reserve the right to invoice you directly for those *network charges* at any time by issuing a bill for them, or including them in a bill issued, under clause 8 (except to the extent that doing so would be contrary to any obligations imposed upon us under the *Rules* or under the *market operation(s) rules*).

Accordingly, you will be liable to pay us for all *network charges* included in any bill issued under clause 8, in accordance with clause 8.

7.5 Varying charges

We may vary any charge imposed on you under this contract at any time (including, without limitation, by amending the *Network Price List* or any other document of the kind referred to in clause 7.2), provided we follow the notice procedures set out in **Attachment 1**.

7.6 Government taxes

Detailed provisions governing our right to charge for government charges and *taxes*, are also dealt with in **Attachment 1**.

8. Bills

8.1 Issue of bills

Given that *miscellaneous services*, *monopoly services* and *customer requested relocation services* are provided on an as required basis or when requested by you rather than at regular intervals, the intervals at which we may issue you with bills for these services will be at or immediately before the time at which the services are provided to you.

Where (under clause 7.4) we bill you directly for *network charges*, we will issue bills at monthly intervals (each bill to be issued within one month of the end of the month to which the bill relates).

8.2 Correcting bills

If there is a mistake in your bill, or we later receive information relevant to your bill, we can adjust the bill (so as to correct that mistake or allow the relevant information to be incorporated) and send you a new bill, whether or not you have paid.

You must pay us the amount noted on any corrected bill issued under this clause 8.2 by the date shown on the bill as the date for payment. Payment may be made by any method noted on the bill.

8.3 What you have to pay

You must pay us the amount shown as the amount you owe on each bill we send you.

However, you will not be liable to pay any charge included in a bill if the amount of that charge, or the basis on which it is calculated, does not appear in the *Network Price List* or in any relevant pricing or other document published by us from time to time.

8.4 When you have to pay

You must pay us by the date shown on the bill as the date for payment.

8.5 Payment provisions

A payment due on a day that is not a *business day* is to be paid on the next *business day*.

A payment is made when we, or one of our agents authorised to accept payment, actually receives it, not when you send it. If a cheque or similar instrument you use to pay is dishonoured, the payment will be taken never to have been made.

8.6 If you don't pay on time

If you do not pay a bill on time and in full in accordance with clause 8.4, we may require you:

- (a) to pay interest on the amount outstanding; and
- (b) to pay our actual costs of recovering amounts you owe.

This clause 8.6 does not affect our right to disconnect your *premises*.

8.7 Interest on outstanding amounts

If we require payment of interest under clause 8.6(a), the interest starts accruing on the day the payment is due, and stops accruing on the day we are paid in full.

The rate of interest will not exceed the rate prescribed under section 95(1) of the *Supreme Court Act 1970 (NSW)* for payment of interest on a judgment debt.

We can charge interest back to the day the original amount became due and payable, even if there is a court judgment against you for what you owe under this contract.

8.8 If you don't agree with a bill

You must pay the amount shown on the bill in accordance with clause 8.4 even if you disagree with it. If necessary, we will make adjustments later, after the disagreement is resolved, in accordance with clause 8.2.

If you do not pay, then to the extent you should have, you will have to pay interest as set out in clause 8.7.

A telephone enquiry service (13 15 35) operates during business hours.

8.9 Statement of rights relating to bills

We must provide you with your *statement of rights*.

Your *statement of rights* (whether provided with this contract or not) and our obligations under it, do not form part of this contract.

8.10 Information contained in bills

Provisions about what information will be included in your bills are set out in your *statement of rights*.

9. Security for Payment

9.1 Requirement for security

We may require you, at any time, to provide security, top-up security, or additional security, for the payment of:

- (a) any charges for services provided under this contract;
- (b) *network charges* payable (or which may become payable) under this contract; or
- (c) any future revenue requirements of ours relating to the use of any assets forming part of any extension or increase in the capacity of our *distribution system* made to enable us to provide *customer connection services* to you:
 - (i) where that extension or increase in capacity has been funded by us; and
 - (ii) only up to a level necessary to recover that funding by us (plus interest arising since the date of that funding at the rate of interest referred to in clause 8.7).

9.2 Form and amount of security

Any security provided must be in a form acceptable to us and may include cash, an insurance bond, a bank guarantee, an indemnity from a financial institution or (in special circumstances and at your request) in another form.

The amount of the security (if any) initially required by us will be notified to you at the time we advise you that security is required.

We may require you to provide additional security or top-up security if we have utilised the whole or part of the security. In such a case we must inform you in writing of the amount of additional security or top-up security required and the date by which it must be provided at least 10 *business days* before the additional or top-up security is required.

Any security paid to us will be owned by us and is not held in trust. We will not pay you any interest on any security paid to and held by us.

9.3 When we can use the security

We may use some or all of the security at any time to satisfy any amount you owe us under this contract. Details of any security we use will be set out in your next bill and the amounts payable by you amended accordingly.

9.4 Return of security

We will return or release the security to you within 3 months after the termination of this contract, provided you have paid us all amounts owing under this contract. If you still owe amounts under this contract immediately prior to the return or release of the security, we may apply the security against those amounts and, in the case of a cash deposit, return any surplus to you.

10. Guaranteed Customer Service Standards

We will meet the guaranteed customer service standards set out in clauses 10.1 to 10.8 below. Those guaranteed customer service standards comply with the requirements imposed under the *Act* and the *Regulation*.

10.1 Timely provision of services

If we do not provide you with a *customer connection service* under this contract by the date agreed between us and you (or your representative) we will pay you \$60 for each day that elapses between the agreed date and the actual date on which the *customer connection service* is provided, up to a maximum total amount of \$300 for any one *customer connection service*.

10.2 Timely notice of planned interruptions to supply

Guaranteed customer service standards for giving notice of our intention to interrupt the *supply* of electricity to you by your retail supplier (through our *distribution system*) are set out in clause 12.4.

10.3 Repair of faulty street lighting

Where we own or are required by law to maintain street lighting and we fail to repair a fault in that street lighting on or before the date agreed between you and us, we will pay you \$15 as compensation for loss of illumination.

This clause only applies to you if your *premises* abut the part of the street that (but for the fault) would ordinarily be illuminated by the street lighting.

10.4 Punctuality in keeping appointments

Our representative will not be more than 15 minutes late for a scheduled appointment with you or your representative (or any re-scheduled appointment agreed with you or your representative). We will pay you \$25 as compensation if we fail to meet this standard.

10.5 Giving notice of intention to disconnect

Guaranteed customer service standards relating to giving notice of intention to disconnect your *premises* are set out in **Attachment 2**.

10.6 Giving notice after disconnection

Guaranteed customer service standards relating to giving notice after disconnecting your *premises* are set out in **Attachment 2**.

10.7 Telephone services

We will provide a *telephone service* on which you may telephone us during business hours (for not more than the cost of a local telephone call) to give notice of and obtain information

about your bills and *customer connection services* under this contract. If you need to speak to an operator, simple steps are provided on the *telephone service*.

We will also provide a 24 hour, 7 days a week *telephone service* on which you may telephone us (for not more than the cost of a local telephone call) to give notice of and obtain information about faults and difficulties in our *electricity works*. If you need to speak to an operator, simple steps are provided on the *telephone service*.

10.8 New connection services

Where you request that we provide you with a new connection under this contract, we will connect your *premises*:

- (a) (if the connection request is made before 3pm on a *business day*) by no later than the end of the next *business day*, or
- (b) (if the connection request is made after 3pm on a *business day*) by no later than the end of the second *business day* following the day the request is made,

unless we and you agree to a longer period before your *premises* are connected.

We will not be required to connect your *premises* to our *distribution system* within the period specified above if, in our opinion:

- (i) the relevant equipment is not in place to do so; or
- (ii) you are not entitled to be provided with the connection.

11. Other Standards of Service for Customer Connection Services

We propose to provide the minimum standards of service set out in clauses 11.1 to 11.6.

11.1 Quality and reliability of services

Customer connection services will be of a reasonable standard of quality and reliability.

11.2 Response times

We will use all reasonable efforts to ensure that your problems or enquiries are quickly resolved. If any of your problems or enquiries cannot be resolved immediately by our *telephone service*, you will be referred to one of our officers. That officer will contact you promptly (usually within one *business day* of your telephone call) to answer the enquiry or make further arrangements with you.

11.3 Commencement of work

Where an enquiry from you about the provision of *customer connection services* results in a request by you for the connection of your *premises*, we will commence and complete the connection of your *premises* in accordance with clause 10.8.

Where an enquiry from you results in a request by you for any other *customer connection service*, work on the provision of that service will commence within a reasonable time of your request.

11.4 Commencement of work to remedy a disruption to a service

Where the connection of your *premises* is affected by an interruption to the *supply* of electricity (by your retail supplier) through our *distribution system*, we will commence work to remedy that interruption within a reasonable time of becoming aware of the disruption, taking into account the particular circumstances of the interruption.

11.5 Period of notice of work that will disrupt a service

We will endeavour to give you reasonable notice of any work by us relating to the interruption of *supply* by your retail supplier to your *premises* (but will not be liable to you if such notice is not given, except to the extent indicated in clause 12.4).

11.6 Payment of compensation arising under guaranteed customer service standards

Where we are obliged to pay you any compensation in accordance with clause 10.1, 10.3, 10.4 or 12.4 we may pay that compensation to you by:

- (a) deducting it from your next bill issued under this contract; or
- (b) paying it to you directly by cheque or by electronic funds transfer (to your nominated account with a bank or building society, where electronic funds transfer facilities between us and you are available).

12. Availability of and Interruptions to Supply

12.1 Responsibility for electricity supply to you

We do not *supply* electricity to you under this contract.

Your retail supplier is contractually responsible for *supplying* electricity to you under a *customer supply contract*. Your retail supplier *supplies* electricity to you through our *distribution system*.

If we are also your retail supplier, then our *supply* obligations are governed by our separate *customer supply contract* with you, not by this contract.

12.2 Interruptions beyond our control

You should be aware that the electricity *supplied* by your retail supplier through our *distribution system* may not be continuous and may be subject to fluctuations, distortions (in voltage, wave or frequency) or interruptions due to factors including:

- (a) the operating characteristics and capacity constraints of our *distribution system* and of the *national electricity market power system*;
- (b) the power system security and system operation requirements imposed on us and other persons under the *Rules*; and
- (c) other factors which are beyond our control.

If *supply* continuity and consistency of electricity are important to you then you should bring this to the attention of your retail supplier and you and your retail supplier should:

- (i) carefully consider the contents of our publication *Electricity Network Operation Standards* which, among other things, addresses some of the operating characteristics of our *distribution system* and its effect on electricity *supplied* through it (such as the nature and extent of fluctuations, distortions and interruptions to *supply* resulting from network operating characteristics and constraints); and
- (ii) contact us, a licensed electrician or an appropriately qualified electrical consultant about any options available to you or whether you may need additional equipment or services to achieve higher levels of *supply* continuity (or consistency of *supply*) from your retail supplier through our *distribution system*.

12.3 Interruptions

In addition to interruptions under clause 12.2 (which may occur at any time without notice), we may intentionally interrupt the *supply* of electricity by your retail supplier to your *premises* at any time for any of the following purposes:

- (a) inspecting, testing, replacing, repairing, adjusting or removing equipment installed or used for the purposes of this contract;
- (b) maintaining the safe and efficient operation of our *distribution system*;
- (c) to comply with the power system security and system operation requirements imposed on us and other persons under the *Rules*; or
- (d) to deal with an emergency, which includes (but is not limited to) excess load in our *distribution system* or a reduction in electricity transmitted from the *transmission system*.

12.4 Compensation for interruptions without notice

- (a) Subject to clauses 12.4(b) and (c), if we interrupt the *supply* of electricity by your retail supplier to your *premises*:

- (i) without providing you with at least 2 *business days* notice; or
- (ii) for longer than the time indicated in any such notice,

we will pay you \$20 by way of compensation. We will not be liable to pay to you any other amounts as compensation for any *loss* suffered by or claimed against you.

- (b) We will not be required to pay you any amount under clause 12.4(a) if an interruption was:

- (i) for the purposes of enabling us to carry out emergency work;
- (ii) in circumstances beyond our control; or
- (iii) in circumstances where an occupier of your *premises* agreed to the interruption before it occurred.

An interruption for a purpose referred to in clause 12.3(c) is taken to be an interruption in circumstances beyond our control.

- (c) Despite our obligation to pay compensation to you in the circumstances set out in clause 12.4(a), we are under no obligation to provide any notice referred to in that clause. Accordingly:

- (i) any interruption by us:
 - (A) without providing you with the notice referred to in clause 12.4(a); or
 - (B) for longer than the period referred to in such a notice,

will not amount to a breach of this contract (or breach of any other obligation owed to you under contract, tort, statute or any other basis) and will be considered an interruption to the *supply* of electricity by your retail supplier in accordance with this contract; and

- (ii) you must make your own arrangements to ensure that neither you nor any other person suffers any *loss* as a result of any such interruption without such notice.

12.5 Rescheduling interruptions at your request

- (a) At any time prior to or during any interruption under clause 12.3, you may request that we reschedule that interruption to a time nominated by you.

- (b) We may, in our absolute discretion:

- (i) reschedule that interruption to that nominated time, and will notify you accordingly if we do so; and
- (ii) require you to pay any additional costs incurred or to be incurred as a result of that rescheduling, and you must pay those additional costs to us upon being requested to do so.

13. Disconnecting your Premises

13.1 Reasons for disconnecting your premises

Subject to clause 13.2, we may refuse to connect your *premises* to or disconnect your *premises* from our *distribution system*, if any of the following happen:

- (a) **[security]** security 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 your *premises* when you are required to under this contract or under the *Act, Regulation, the Electricity (Consumer Safety) Act 2004, the Electricity Supply (Safety and Network Management) Regulation 2002* or any plans established by us under that regulation;
- (d) **[obstruction]** you or someone acting with your authority obstruct one of our authorised officers who is carrying out his or her functions under the *Act, Regulation, the Electricity (Consumer Safety) Act 2004, the Electricity Supply (Safety and Network Management) Regulation 2002* or any plans established by us under that regulation;
- (e) **[breach]** you breach this contract or any contract you have with us in the form of *ES 9 Agreement for Connection of Developments* including (without limitation) any breach that interferes with another customer's *supply* or endangers the safety of any person;
- (f) **[no customer supply contract]** you no longer have a *customer supply contract* for your *premises* or you have vacated your *premises*; or
- (g) **[supply discontinued]** your retail supplier tells us that, under your *customer supply contract*, electricity *supply* to your *premises* is to be discontinued.

13.2 Notice and other requirements for disconnection

Our right to disconnect your *premises* under clause 13.1 is subject to us (or your retail supplier), complying with the notice and other requirements set out in **Attachment 2**.

13.3 Charges for going to your premises

If we go to your *premises* to disconnect or reconnect your *premises*, we can impose the charge which the *Network Price List* or any relevant pricing or other document published by us from time to time fixes for doing so even if, in the event, the *premises* are not disconnected or reconnected.

13.4 This does not affect our other rights

Our rights under this clause 13 are in addition to our rights:

- (a) to refuse to connect or to disconnect your *premises* under the *Act, the Regulation, the Electricity (Consumer Safety) Act 2004, the Electricity Supply (Safety and Network Management) Regulation 2002* and any plans established by us under that regulation; and
- (b) under any other contract you have with us.

13.5 If you want disconnection

You must give us at least 48 hours notice if you want your *premises* to be disconnected from our *distribution system*.

If you do not give this period of notice you will have to pay all the charges (including minimum charges) for services provided or *network charges* payable under this contract until the earlier of the following:

- (a) 48 hours after we become aware that you want your *premises* disconnected; and

(b) we actually disconnect your *premises*.

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

14. Last Resort Supply

14.1 Transfer to retailer of last resort

If *last resort supply arrangements* come into force in respect of the *supply* of electricity to you at your *premises*, then we (or any person nominated by us) are authorised to transfer you to your *retailer of last resort* and to take any other action necessary to implement or arrange those *last resort supply arrangements*.

14.2 Provision of information to enable transfer

We may provide any necessary information relating to you to a retail supplier or other person or body for the purposes of enabling you to be transferred to your *retailer of last resort* and for the consequential implementation of *last resort supply arrangements*.

14.3 Payments to us on behalf of retailer of last resort

If we agree with your *retailer of last resort* to arrange to collect charges for any electricity *supply* (and any other related goods or services provided) to you by your *retailer of last resort*, then you must pay those charges to us (unless you pay them to your *retailer of last resort* or enter into a *customer supply contract* with your *retailer of last resort* or another supplier under which those charges are payable).

15. Reviewing our decisions, customer disputes and complaints

We have adopted an internal review process for reviewing decisions by us which:

- (a) affect you; and
- (b) relate to any matter arising under this contract (or any other matter prescribed by the *Regulation*).

Details of how you may apply for review of a decision (and how we will conduct the review) are set out in **Attachment 3**.

Also, an electricity industry ombudsman known as *EWON* has been approved for New South Wales to deal with complaints by and disputes with *small retail customers* arising in relation to matters arising under certain contracts including this contract. The matters that can be referred (and the procedures for referring complaints and disputes) to *EWON* are also set out in **Attachment 3**.

The rights of *large retail customers* in relation to complaints and resolution of disputes arising under this contract are set out in the *large retail customer* dispute resolution procedures set out in **Attachment 3**.

16. Liability

16.1 Statutory rights and conditions and warranties implied by law

Nothing in this contract is to be taken to exclude, restrict or modify:

- (a) any rights of recovery or to compensation you may have under the *Act*; or
- (b) any condition, warranty or guarantee that we are prohibited by law from excluding, restricting or modifying.

All other conditions, warranties and guarantees, whether or not implied by law, are excluded.

16.2 Limitation of any liability under the Trade Practices Act 1974 (Cth)

Up until 31 December 2010, the *Trade Practices Act 1974 (Cth)* implies conditions and warranties for the benefit of "consumers" into contracts for "goods" and "services" (within the meaning of that Act). If any condition or warranty is implied into this contract by the *Trade Practices Act 1974 (Cth)*, then our liability (if any) for breach of that condition or warranty in connection with any goods or services we supply under this contract (that are not of a kind ordinarily acquired for personal, domestic or household consumption) is limited, as far as the law permits and at our option, to resupplying the goods or services or paying for their resupply.

16.3 Limitation of any liability under the Australian Consumer Law

From 1 January 2011, under the *Australian Consumer Law* consumer guarantees apply to the supply of "goods" and "services" to "consumers" (within the meaning of the *Australian Consumer Law*). If any such consumer guarantee applies to any goods or services we supply under this contract then our liability (if any) for any failure to comply with that guarantee in connection with any goods or services (that are not of a kind ordinarily acquired for personal, domestic or household consumption) is limited, as far as the law permits and at our option, to resupplying the goods or services or paying for their resupply.

16.4 Variation of immunity under National Electricity Law

You and we agree that the immunity conferred under s120(1) of the National Electricity Law is varied (as permitted by s120(2) of the National Electricity Law) by further excluding and limiting our liability in the manner set out in clauses 16.5, 16.6, 16.7 and 16.9 below.

16.5 Exclusion of liability for supply interruptions, distortions or fluctuations

Subject to clauses 16.1, 16.2 and 16.3 above, and as far as the law permits we are not liable for any *loss* you may suffer (including, without limitation, where caused by any negligent or wilful act or omission by us or by any other person) arising from:

- (a) any fluctuation or distortion (in voltage magnitude, voltage waveform or frequency) or interruption to the *supply* (by your retail supplier) of electricity to your *premises* or from any such *supply* not being or remaining continuous;
- (b) your retail supplier discontinuing *supply* of electricity to you; or
- (c) us interrupting the *supply* of electricity by your retail supplier to your *premises*.

16.6 General limitation on liability

To the extent that we have any liability to you arising under this contract (or arising from any act or omission by us or by any other person under contract, tort or any other basis), our liability (under contract, tort or any other basis), is limited, as far as the law permits, as follows:

- (a) we are not liable for any indirect, economic, special or consequential *losses* of any kind suffered by you (including corruption of data losses, business interruption losses, loss of profits or any other indirect costs of any kind), and

- (b) our liability for all other *losses* suffered by you is limited to the lesser of:
- (i) the total amount billed to your retail supplier (or to you under clause 7.4) for *network charges* relating to the use of our *distribution system* for the *supply* of electricity by your retail supplier to your *premises*) during the year that our breach, act or omission (which gives rise to the claim) occurred, or
 - (ii) \$5,000 (GST inclusive, if any),
- for all claims you make in any one calendar year.

16.7 Exclusion of liability and indemnity for your use and supply of electricity

We are not responsible for, and you accept all risks in respect of, the control and use of electricity on your side of your *premises* and in respect of the supply of electricity to your *premises* or to our *distribution system* from any *generating system* or *complying generator* located at your premises.

You indemnify us against (and therefore must pay us for) loss or damage suffered by us arising in connection with:

- (i) the control and use of electricity on your side of your premises; or
- (ii) the installation, operation or maintenance of any *generating system* or *complying generator* at your premises and any supply of electricity to our *distribution system* from any such *generating system* or *complying generator*.

16.8 Limitation of liability for system operations functions

So far as the law allows, we are not liable for any *losses* you may suffer as a consequence of or in connection with any act or omission by us in relation to the performance or exercise, or purported performance or exercise, of a *system operations function*.

This clause 16.8 operates as an agreement under section 119(5) of the National Electricity Law between us and you to exclude liability under section 119 of the National Electricity Law.

16.9 Limitation of liability for supply failure from *generating systems* and *complying generators*

So far as the law allows, we are not liable for any *losses* you may suffer as a consequence of or in connection with any *generating system* or *complying generator* located at your premises failing (or being unable) to supply electricity to your *premises* or to our *distribution system* for any reason (including, without limitation, where caused by any negligent or wilful act or omission by us or by any other person).

17. Customer Information

17.1 You consent to our disclosure of *customer information*

You consent to us using and disclosing *customer information* for the following purposes if and to the extent that the use or disclosure is permitted by law with your consent:

- (a) to verify your credit worthiness;
- (b) to recover amounts that you owe under this contract;
- (c) to carry out our responsibilities or exercise our rights under this contract (including without limitation offering and providing electricity and related products and services to you, invoicing you and managing our relationship with you);
- (d) to obtain advice, assistance, products or services in relation to our business (including without limitation legal, engineering, accounting and information technology services);
- (e) to develop new or varied products and services (including, without limitation, trials, pilot studies or projects relating to energy efficiency, demand management and/or smart electricity grid activities); or
- (f) for the purposes of any national electricity market process or system operating under the Rules (including, without limitation, registration or transfer of registration of a Registered Participant as a person who is financially responsible for any customer connection point or the settlement of transactions or payments under the Rules), the market operations rules, any regulation or any statutory instrument.

17.2 Disclosure of *customer information* under law

You also acknowledge that we may use or disclose *customer information* where the law otherwise permits, authorises or requires that disclosure.

17.3 Our privacy policy

You may obtain information about our practices in relation to personal information, including how to seek access to information about you, opt out or make a complaint by accessing our privacy policy which is at www.ausgrid.com.au/Common/About-us/Privacy-Policy.aspx

18. Exempt Person

If you are an *exempt person* then you must adopt and comply with any reasonable standards determined by us for the safe and efficient connection (whether direct or indirect) of:

- (a) any *infrastructure system* owned or controlled by you to our *distribution system*; and
- (b) any *infrastructure system* to any *distribution system* owned or controlled by you.

19. Rights and Obligations Under Legislation

The *Act* and the *Regulation* confer certain powers, duties, rights and obligations on both us and you. These powers, duties, rights and obligations are briefly described in **Attachment 4**.

20. Force Majeure

Our obligations under this contract are suspended while we cannot perform them due to a *force majeure event*.

21. Other Matters

21.1 How to give any notice required under this contract

Notices under this contract:

- (a) must be in writing;
- (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*, your facsimile number or email address if you provide one to us.
- (d) 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.
- (e) Any change in the address or notice details of either party must be notified in writing to the other party.

21.2 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.

21.3 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.

21.4 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 something is to be done on a day which is not a *business day* then that thing must be done on the next or following *business day*;
- (g) the words "in writing" include any communication sent by letter or facsimile; and
- (h) 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.

21.5 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.

21.6 The law to apply to this contract

This contract shall be governed by and construed in accordance with the laws in force in the State of New South Wales.

21.7 Assignment of this contract

We may assign any or all of our rights or obligations under this contract without your consent. We will notify you of an assignment by publishing a notice in a national newspaper, publishing a notice on our website or by sending you a written notice.

You may not assign your rights or obligations under this contract at any time without first obtaining our consent in writing.

ATTACHMENT 1: VARYING CHARGES AND GOVERNMENT TAXES

[see clauses 7.5 and 7.6 of this contract]

1. Varying charges

- (a) We may vary any tariff or charge under this contract. However any such variation will have no effect unless a notice setting out particulars of the variation is first:
 - (i) published in a newspaper circulating throughout New South Wales (or throughout the area in which the variation is to take effect) and on our internet website; or
 - (ii) served on a customer or group of customers (where the variation applies only to that particular customer or group of customers).
- (b) The particulars to be set out in any such notice must:
 - (i) specify the date on or after which the variation is to take effect, being a date that is later than the date the notice is published or served; and
 - (ii) include a statement of the new rates or the amount of the variation.
- (c) The notice may have general application or may be limited in its application by reference to specified exceptions or factors.
- (d) A variation in a rate or charge for which notice must be given under this clause operates from the date specified in the notice and must not operate retrospectively.

2. GST, taxes and other government charges

- (a) Any consideration to be paid or provided to us under or in connection with this contract (whether the amount of such consideration is listed in this contract or elsewhere) does not include an amount on account of any *GST* or *tax* (unless specifically stated to be inclusive of *GST*).
- (b) Despite any other provision of this contract:
 - (i) if we make a *taxable supply* under or in connection with this contract (not being a *taxable supply* the consideration for which is specifically described as being *GST* inclusive), the consideration payable or to be provided for that *taxable supply* but for the application of this clause will be increased by, and you must pay to us, an amount equal to the *GST* payable on that *taxable supply*; and
 - (ii) 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.
- (c) 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*.
- (d) 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*.

ATTACHMENT 2: NOTICE AND OTHER REQUIREMENTS FOR DISCONNECTION

[see clauses 10.5, 10.6 and 13.2 of this contract]

1. Notice of intention to disconnect

- (a) Except for disconnection on a request by you or by your retail supplier (where the retail supplier has complied with applicable requirements to discontinue supply to you), we will not take action to disconnect your *premises* until we or your retail supplier has:
- (i) provided you with at least 2 written notices (at least 7 days apart) of our or your retail supplier's intention to disconnect your *premises*; and
 - (ii) made reasonable attempts to contact you in person or by telephone (either before or after sending such a notice) to indicate to you what it will be necessary for you to do to remove the grounds for disconnection of your *premises*.
- (b) In any notice given to you under clause 1(a)(i) above (and in any contact with you under clause 1(a)(ii) above) we or your retail supplier must:
- (i) specify the grounds upon which we or your retail supplier proposes to take action;
 - (ii) indicate the date on or after which your *premises* may be disconnected if you do not remove the grounds for disconnection (provided the date is at least 14 days after the first notice referred to in clause 1(a)(i) above is sent);
 - (iii) advise you of your rights under Part 2 of Schedule 2 of the *Regulation*;
 - (iv) advise you of any rights that you may have to refer a complaint or dispute to *EWON* for resolution; and
 - (v) where you have failed to pay money owed to us and this is a reason why you have been given a notice of intended disconnection, then we or your retail supplier must advise you of any Government funded rebate or relief schemes that are relevant to you.
- (c) If attempts to contact you in person or by telephone under clause 1(a)(ii) above have been unsuccessful, we or your retail supplier must make at least one further attempt outside of business hours to contact you.
- (d) All action taken to contact you in person or by telephone under clause 1(a)(ii) above must be documented.
- (e) Where notices are required to be issued under clause 1(a) above, we or your retail supplier will not arrange to disconnect your *premises* prior to the date set out in the notices to you, however if before that date you make a request that the complaint be referred to *EWON* (the complaint must be a complaint that is covered by *EWON*), then we will not disconnect your *premises* until at least 3 *business days* after that complaint has been so referred.
- (f) Where a complaint has been referred to *EWON* and *EWON* so directs, we will not arrange to disconnect your *premises* before the date directed by *EWON*.

2. Restrictions on power to disconnect

We must not disconnect your *premises* from our *distribution system* on grounds arising under clause 13.1, while:

- (a) any application made by you for assistance under any government funded rebate or relief scheme that is available to you is pending; or

- (a) any life support system that relies on electricity for its operation is in use at your *premises*.

3. No disconnection on weekends or public holidays

We must not disconnect your *premises* from our *distribution system* on a Friday, Saturday, Sunday, public holiday (or a day immediately preceding a public holiday) or after 3 pm on any other day.

4. Notice given after disconnection

As soon as reasonably practicable after your *premises* have been disconnected, we or your retail supplier must give you a notice setting out:

- (a) why the *premises* were disconnected;
- (b) a telephone number to contact us regarding the disconnection;
- (c) the arrangements that you will need to make for reconnection of your *premises* to our *distribution system*, including any costs you will need to pay; and
- (d) the dispute resolution procedures available to you.

ATTACHMENT 3: INTERNAL REVIEW AND EWON

[see clause 15 of this contract]

1. Internal review of our decisions

1.1 Internal review

- (a) You may apply under clause 1.2 below to us for a review of any of our decisions relating to any matter arising under this contract or any other matter prescribed by the *Regulation*.
- (b) You will not be charged for any application that you make to us to review one of our decisions.

1.2 Applying to have a decision reviewed

- (a) An application by you to review a decision allowed by clause 1.1 above may be made verbally or in writing.
- (b) If you make an application referred to in clause 1.2(a) above in writing, the application must:
 - (i) be served on us no later than 28 days after you receive written notice of the decision; and
 - (ii) state the reason why you are seeking a review of the decision.
- (c) If you make an application referred to in clause 1.2(a) above verbally, the application must be made to us within 28 days of you receiving the decision.

1.3 Considering application to review decision

- (a) When we receive an application from you to review a decision referred to in clause 1.1 above, we will review the decision.
- (b) After reviewing the decision, we may:
 - (i) determine that the decision is to stand; or
 - (ii) vary or revoke the decision.
- (c) As soon as practicable after we make our determination, We will give you written notice:
 - (i) of the determination together with reasons for the determination;
 - (ii) (if the determination is to vary the decision) of how we will vary it; and
 - (iii) (if applicable) of your rights available under the *Act* and the *Regulation*.
- (d) If we fail to give you such a notice within 14 days of when you applied to have the decision reviewed, we are taken to have determined:
 - (i) that the decision stands (in the case of a complaint against a decision); or
 - (ii) that no action is to be taken (in the case of any other complaint).

1.4 Manner of handling application

In addressing an application by you to review a decision, we will comply with Australian Standards AS 4269-1995 entitled "Complaints Handling", as amended or replaced from time to time.

2. Dispute and complaint resolution by EWON

- (a) Subject to clause 2(b) below, if a dispute arises between us and a *small retail customer* (or if a *small retail customer* has a complaint) about any matter arising under this contract and it is a dispute or complaint to which *EWON* relates, the *small retail customer* may refer the dispute (or complaint) to *EWON*.

- (b) The *small retail customer* does not have a right of review by *EWON* in respect of a decision by us on any matter referred to under clause 1.1 above, unless that decision has first been the subject of an internal review by us under clause 1 above.
- (c) The *small retail customer* will not be charged for any application that the *small retail customer* makes to *EWON*.
- (d) *EWON* may decline to deal with the *small retail customer's* application if it has been, is being or should be dealt with by another person or tribunal or there are not, in *EWON's* opinion, sufficient grounds for further investigation.
- (e) *EWON* may also refer the *small retail customer's* application to another person or tribunal.
- (f) *EWON's* decision on any dispute or complaint referred to *EWON* will be final and binding on us and we accordingly must comply with any decision of *EWON*.

3. Contacting EWON

Call *EWON* on 1800 246 545 or fax *EWON* on 1800 812 291.

Alternatively, write to *EWON* at:
PO Box 1343
Haymarket NSW 1240 or
email at omb@ewon.com.au

4. Large retail customer dispute and complaint resolution procedures

- (a) If a dispute arises between us and a *large retail customer* (or if the *large retail customer* has a complaint) about any matter arising under this contract, then:
 - (i) either of them may notify the other in writing about the dispute or complaint; and
 - (ii) they must then make reasonable efforts to try to resolve the complaint or dispute.
- (b) If we and the *large retail customer* are unable to resolve a dispute or complaint within three months of it being notified under this clause, either party may refer the matter to mediation under the guidelines for commercial mediation published from time to time by the Australian Commercial Dispute Centre. The parties will share equally in all reasonable costs of the mediator appointed to conduct any mediation under this clause but will otherwise bear their own costs of the mediation.
- (c) The requirements of this clause 4 are without prejudice to (and are not intended to prevent the parties from also pursuing) any legal or other remedies which either of them may be entitled to pursue by other means (such as by legal proceedings in a Court or by arbitration).

ATTACHMENT 4: POWERS, DUTIES, RIGHTS AND OBLIGATIONS UNDER THE ELECTRICITY SUPPLY ACT 1995 (NSW)

[see clause 19 of this contract]

1. Background

Set out below is a brief description of the nature of the powers, duties, rights and obligations conferred on us and you under the *Act* and the *Regulation*.

The brief description set out below does not constitute an exhaustive description or explanation of those powers, duties, rights and obligations. For a complete understanding of the matters set out below, 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 distribution network service provider's licence and to provide customer connection services or ensure that such customer connection services are provided under a customer connection contract (Part 3, Division 1).
- Our obligations to provide customer connection services under a negotiated customer connection contract or under a standard form customer connection contract (Part 3, Divisions 2 and 3).
- Our and your obligations to fulfil the requirements relating to *customer connection services* (Part 3, Division 4).
- Our obligations to pay a *distribution network service provider's* levy (Part 3, Division 5).
- Our obligations to comply with any determinations of the Independent Pricing and Regulatory Tribunal in relation to the pricing of electricity network services (Part 4, Division 4).
- Our powers and duties relating to our *electricity works* (Part 5, Division 2).
- Our powers of entry and related duties (Part 5, Division 3).
- Our and your rights and obligations under market operation rules to be approved by the Minister (Part 5A).
- 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).
- Our allocation of a *distribution district* (Part 7, Division 2).
- Procedures governing your rights to appeal against decisions by us and to resolve disputes with us (Part 8).

3. Summary of Regulation

The *Regulation* governs the following matters:

- Procedures and rules governing classification of *small retail customers* (Part 3, Division 1).
- Our obligations to provide information to *small retail customers* who apply for *customer connection services* under this contract (Part 3, Clause 13).
- Limitations on your right to have *premises* provided with *customer connection services* (Part 3, 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 connection contracts* and guaranteed customer service standards (Part 4, Schedule 1 and Schedule 3).
- Your rights to have decisions by us reviewed and to have complaints and disputes referred to *EWON* (Part 5 and Part 6).
- Our rights and obligations regarding the removal and preservation of trees (Part 11).

Dictionary

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

accredited person	means a person accredited by us under Part 10 of the <i>Regulation</i> , under the accreditation scheme currently entitled "Electricity Association Accreditation of Service Provider's Scheme" (as amended or replaced from time to time)
Act	means the <i>Electricity Supply Act 1995 (NSW)</i> as amended from time to time
augmentation work	means: <ul style="list-style-type: none"> (a) extending or increasing the capacity of our <i>distribution system</i> to enable us to provide <i>customer connection services</i> to you, as referred to in clause 5.1; and (b) does not include <i>miscellaneous services, monopoly services, required services, goods or equipment or customer requested relocation services</i>
Australian Consumer Law	Means: <ul style="list-style-type: none"> (a) until 31 December 2010, Schedule 2 of the <i>Trade Practices Act 1974 (Cth)</i>; and (b) on and from 1 January 2011, the <i>Competition and Consumer Act 2010 (Cth)</i>
Bush Fire Risk Management Plan	the Bushfire Risk Management Plan dated February 2009 (as amended or replaced from time to time) established by us under the Electricity Supply (Safety and Network Management) Regulation 2008
business day	any day that is not a Saturday, Sunday or a public holiday in New South Wales
complying generator	has the meaning given to that term in the Act as amended from time to time.
customer	means each person who is a customer referred to in clause 1.3
customer connection contract	means a <i>standard form customer connection contract</i> or a <i>negotiated customer connection contract</i>
customer connection services	means any of the following services: <ul style="list-style-type: none"> (a) the connection of any <i>premises</i> to our <i>distribution system</i>; (b) an increase in the maximum capacity of any <i>premises'</i> existing connection to our <i>distribution system</i>; (c) the maintenance of the capacity for electricity to be <i>supplied</i> to or received from any <i>premises</i> from our <i>distribution system</i>, and includes: <ul style="list-style-type: none"> (d) any <i>required services, goods or equipment</i> provided by us free of charge in conjunction with the connection of your <i>premises</i> to our <i>distribution system</i>; and (e) services of the kind prescribed by any regulations under the <i>Act</i> being within this definition, but does not include services of a kind prescribed as not being within this definition

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 account with us or any other personal information regarding you
customer installation	means the electrical wiring and associated equipment that are used to convey and control the conveyance of electricity within <i>premises</i> to which electricity is <i>supplied</i> from a <i>distribution system</i> , but does not include anything connected to and extended or situated beyond an electrical outlet socket and for the avoidance of doubt includes poles and wires owned by you
Customer Installation Safety Plan	the Customer Installation Safety Plan dated February 2009 (as amended or replaced from time to time) established by us under the Electricity Supply (Safety and Network Management) Regulation 2008
customer requested relocation services	means the removal or relocation of any service line or other equipment at your request
customer supply contract	means a <i>standard form customer supply contract</i> or a <i>negotiated customer supply contract</i>
disconnection	includes (without limitation) the discontinuation of supply of electricity to a <i>customer's premises</i> by any means including operating a switch, removing meters or dismantling equipment between your <i>premises</i> and our <i>distribution system</i>
distribution district	means our distribution district as specified in Schedule 3 of the <i>Act</i>
distribution network service provider	means a person who owns or controls a <i>distribution system</i>
distribution system	has the meaning given to that term in the <i>Act</i> as amended from time to time.
document fee	means the actual cost to us of copying and making available that document to you (subject to any relevant determination of the Independent Pricing and Regulatory Tribunal)
electrical installation	means any fixed appliances, wires, fittings, apparatus or other electrical equipment used for (or for purposes incidental to) the conveyance, control and use of electricity at your <i>premises</i> , but excludes any electrical article or appliance (not being a fixed appliance) connected to, and extending or situated beyond, any electrical outlet socket
Electricity Network Operation Standards	means the Ausgrid publication entitled "Electricity Network Operation Standards" as amended or replaced from time to time
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>
ES 7 Application of Network Use of System Charges	means the Ausgrid publication entitled "ES 7 Application of Network Use of System Charges" as amended or replaced from time to time
ES 9 Agreement for Connection of Developments	means the Ausgrid publication entitled "ES 9 Agreement for Connection of Developments" as amended or replaced from time to time

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 who: <ul style="list-style-type: none"> (a) owns or controls a <i>distribution system</i> and who is exempt by regulation from the operation of section 13 of the <i>Act</i>; or (b) has arrangements for the <i>supply</i> of electricity which are exempt by regulation from the operation of section 98 of the <i>Act</i>, due to the electricity being generated by means of one or more <i>generating systems</i> specified in the <i>Regulation</i>
financially responsible	has the meaning given to that term in the <i>Rules</i>
force majeure event	means an act, event or cause (other than lack of funds) which is beyond the reasonable control of the relevant party to this contract, including: <ul style="list-style-type: none"> (a) act of God, peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency, martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, strike or other labour difficulty (whether or not involving employees of the relevant party), epidemic, quarantine, radiation or radioactive contamination; (b) action or inaction of government or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; (c) any act of a third person, other than us; or (d) a requirement of any law
GST	has the meaning given to that definition in the <i>GST Act</i>
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> as amended or replaced from time to time
generating system	has the meaning given to that term in the <i>Act</i> as amended from time to time.
infrastructure system	means a <i>generating system</i> , <i>distribution system</i> or <i>customer installation</i>
input tax credit	has the meaning given to that definition in the <i>GST Act</i>
IPART Determination	means the Independent Pricing & Regulatory Tribunal's NSW Electricity Distribution Pricing Determination dated June 2004, or any amended or replacement network pricing determination issued by IPART, the Australian Energy Regulator or any other pricing regulator under Chapter 6 of the <i>Rules</i> or any rules or laws made in replacement or substitution for Chapter 6 of the <i>Rules</i>
large retail customer	any <i>customer</i> who is not a <i>small retail customer</i>
last resort supply arrangements	the electricity <i>supply</i> arrangements available under the plan required to be prepared and maintained by your <i>retailer of last resort</i> under clause 58 of the <i>Regulation</i> . The plan must set out the arrangements to be implemented by your <i>retailer of last resort</i> in the event that your <i>retailer of last resort</i> is required to <i>supply</i> electricity

loss or losses	means all damages, costs, losses (including, without limitation, any loss of profits, revenue forgone or losses in connection with a credit that would otherwise have been recorded against charges payable), expenses, claims and demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise
market operations rules	means any rules (as amended or replaced from time to time) approved by the Minister under section 63C of the <i>Act</i>
meter	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 installation	has the meaning given to that term in the <i>Rules</i>
metering provider	has the meaning given to that term under the <i>Rules</i>
miscellaneous services	means the services identified as miscellaneous services in the <i>IPART Determination</i>
monopoly services	means the services identified as monopoly services in the <i>IPART Determination</i>
national electricity market power system	means the interconnected power system regulated under the <i>Rules</i> comprising (among other things) interconnected electricity <i>generating systems</i> , <i>transmission systems</i> , <i>distribution systems</i> and <i>customer installations</i>
National Metering Identifier	has the meaning given to the term NMI in the <i>Rules</i>
negotiated customer connection contract	means a contract entered into under Division 3 of Part 3 of the <i>Act</i>
negotiated customer supply contract	means a contract entered into under Division 2 of Part 4 of the <i>Act</i>
network charges	means charges for the use of a <i>distribution system</i> to convey electricity to the <i>premises</i> of a <i>customer</i>
Network Price List	means the Ausgrid publication entitled "Network Price List" as amended or replaced from time to time
premises	has the meaning given to that term in the <i>Act</i>
recognised document	a code or document approved in writing by the Director-General of the Department of Energy, Utilities and Sustainability (formerly known as the Ministry of Energy and Utilities), notice of which has been given in a newspaper circulating throughout the State of New South Wales
Registered Participant	means a Registered Participant under the <i>Rules</i>
Regulation	means the Electricity Supply (General) Regulation 2001 (NSW) as amended from time to time
required services, goods or equipment	means: <ul style="list-style-type: none"> (a) any services, goods or equipment which we require you to have or be provided with to comply with any requirements imposed on you under clauses 4.4 to 4.11; and (b) does not include <i>miscellaneous services</i>, <i>monopoly services</i> or <i>customer requested relocation services</i>

retailer of last resort	means, for a <i>customer</i> , the retail supplier to whose retail supplier's licence a retailer of last resort's endorsement is attached for that customer (or for that category of customer, or for the <i>supply district</i> in which that customer's <i>premises</i> are located)
Rules	means the National Electricity Rules established (and as amended from time to time) under the National Electricity Law
small retail customer	means a customer who consumes electricity at <i>premises</i> at a rate less than that prescribed by regulation under Section 92 of the <i>Act</i> and who is not a <i>transitional retail customer</i>
standard form customer connection contract	means a contract entered into under Division 2 of Part 3 of the <i>Act</i>
standard form customer supply contract	means a contract entered into under Division 3 of Part 4 of the <i>Act</i>
statement of rights	means the statement of your rights under Division 4, Part 3 of the <i>Regulation</i> (relating to bills issued by us) which we are obliged to give to you as a term of this contract, as required by Schedule 1 of the <i>Regulation</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 a supply district as described in a standard retail supplier's retail supplier's licence or a supply district applying to a standard retail supplier under clause 24(2) of Schedule 6 of the <i>Act</i>
supply point	means a point of <i>supply</i> between your <i>premises</i> and our <i>distribution system</i>
system operations function	has the meaning given to that expression in section 119 of the National Electricity Law
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 definition in the <i>GST Act</i>
taxable supply	has the meaning given to that definition in the <i>GST Act</i>
telephone service	means the telephone service (telephone number 13 15 35) established to deal with customer enquiries under this contract
transitional retail customer	means a customer who is a transitional retail customer under clause 25, Schedule 6 of the <i>Act</i>
transmission network	has the meaning given to that term in the <i>Rules</i>
transmission system	means any electricity powerlines and associated equipment and electricity structures that are a transmission system by virtue of an order in force under Section 93 of the <i>Act</i>
wholesale market access regime	means a regime established under the National Electricity Law for the granting of access to a <i>transmission system</i> or <i>distribution system</i>