



# MODEL TERMS & CONDITIONS FOR DEEMED STANDARD CONNECTION CONTRACTS 3603

## NATIONAL ENERGY RETAIL RULES

### MODEL TERMS & CONDITIONS FOR DEEMED STANDARD CONNECTION CONTRACTS

Pursuant to Rule 81

#### PREAMBLE

This contract is about the services which cover connection of your premises to our distribution system, and supply services for 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.sapowernetworks.com.au](http://www.sapowernetworks.com.au)

#### 1 THE PARTIES

This contract is between:

SA Power Networks (ABN 13 332 330 749) 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

- (a) 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 in the Schedule at the end of this contract.
- (b) Where the simplified explanations in the Schedule 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.
- (c) In addition, in this contract:

**Adelaide Business Area** means that part of Adelaide shown in Map 1 of Schedule 1 of the Distribution Code and in which customers are supplied by feeders as agreed between us and the Commission or where agreement cannot reasonably be reached, then as determined by the Commission;

**Commission** means the Essential Services Commission established under Part 2 of the *Essential Services Commission Act 2002* (SA);

**Distribution Code** means the Electricity Distribution Code issued by the Commission under the *Essential Services Commission Act 2002* (SA), or any replacement or substitute for that Code;

**Feeders** means an electric powerline and associated equipment which we use to distribute electricity;

**Major Metropolitan Areas** means the "Greater Adelaide Metropolitan Area" as indicated in Map 2 of Schedule 1 of the Distribution Code and Major Regional Areas including Mount Barker, Mount Gambier, Port Augusta, Port Lincoln and Whyalla in which customers are supplied by feeders as agreed between us and the Commission or where agreement cannot be reasonably be reached, then as determined by the Commission;

**Other Areas** means all areas in which customers are supplied other than the Adelaide Business Area and Major Metropolitan Areas;

**Regulatory Year** means the period commencing on 1 July and ending on 30 June the following calendar year (for example the regulatory year for 2020 will commence on 1 July 2020 and will end on 30 June 2021); and

### **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 the National Electricity Rules. 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 use supply services at those premises, for example by taking a supply of energy.

#### **4.2 When does this contract end?**

- (a) This contract ends:
- (i) if your retailer notifies us that the premises are 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 services for the premises under a different customer connection contract—on the date that contract starts; or
  - (iii) if a different customer starts receiving supply services 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. 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 South Australia to meet certain guaranteed service levels. These requirements are set out in paragraphs (c) to (f) below, but are subject to the qualification in paragraph (f). 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.
- (c) Connection of a new supply address

If we do not connect your new premises on the date agreed with you or where no date has been agreed within 6 business days after you meet the necessary pre-conditions, we will pay you \$65 (including GST) for each day we are late, up to a maximum of \$325 (including GST).

- (d) Minimise frequency and duration of supply interruptions

We will do our best to minimise the frequency and duration of supply interruptions to your premises. We will make payments to you in accordance with the following tables if the total number of interruptions and/or the total duration of all interruptions across a regulatory year of any single interruption exceed the thresholds as set out in the same tables,

	THRESHOLD
<b>NO. OF INTERRUPTIONS IN A REGULATORY YEAR ENDING 30 JUNE</b>	>9
<b>PAYMENT (INCLUDING GST)</b>	\$100

<b>Thresholds and payment amounts –duration</b>			
	<b>THRESHOLD 1</b>	<b>THRESHOLD 2</b>	<b>THRESHOLD 3</b>
<b>TOTAL ANNUAL DURATION (HRS)</b>	>20 and ≤30	>30 and ≤60	>60
<b>PAYMENT (INCLUDING GST)</b>	\$100	\$150	\$300

Payments will be made in the quarter directly following the regulatory year (ending 30 June). Payments will be made in respect of the premises, not you.

The above scheme excludes:

- (i) interruptions caused by the following:
  - transmission and generation failures;
  - disconnection required in an emergency situation (eg. Bushfire);
  - single customer faults caused by that customer;
- (ii) Momentary interruptions (ie a duration of three minutes or less);
- (iii) planned interruptions: and
- (iv) partial interruptions to premises such as:
  - (A) interruptions that affect only one or two phases of supply at your premises with three phase supply; and/or
  - (B) interruptions to one connection point where the premises has multiple connection points.
- (e) If an interruption arises from one or more events or circumstances that are not caused by us and are outside our control (e.g. bushfire, lightning, storm, flood) and:
  - (i) we are prevented from restoring supply by an event or circumstance that is not caused by us and is outside our control; or
  - (ii) where we took steps to restore, or to seek to restore, supply during or following the event or circumstance, those steps would, or would be likely to, result in a serious risk to the health or safety of any person (including a serious risk to the health or safety of any of our employee or contractor other than a risk that arises in the ordinary course of the person’s employment or the performance of their contractual obligations), the period of time during which (as applicable);
  - (iii) we are so prevented; or
  - (iv) the serious risk to the health or safety of that person continues to exist,

will not be counted in determining whether we have exceeded a timeframe set out in clause 5.4(d).
- (f) We will use our best endeavours to give prompt notice to affected customers including details of the event, an estimate of likely duration, the extent to which obligations are affected and the steps taken to remove, overcome or minimise those effects.

## 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 supply for 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 for 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 use supply services under this contract. We publish information about these standards and other matters relating to small generator connections as required by the Rules. The information is available on our website or you may contact us to request a copy. These standards are located on our website at [www.sapowernetworks.com.au/centric/customers/embedded\\_generation.jsp](http://www.sapowernetworks.com.au/centric/customers/embedded_generation.jsp)
- (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 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 LIABILITY

### 8.1 Our liability

- (a) The quality and reliability of your electricity supply service 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 our services, their quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, 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. If you are a small customer, then you have rights under Part 7 of the National Energy Retail Law to pursue no-fault compensation claims against us in certain instances and up to certain amounts. Nothing in this clause 8 limits your rights to bring such a claim under Part 7
- (d) Unless we have acted in bad faith or negligently, the Rules exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your premises.
- (e) We are also entitled to limit our liability for an act or omission done or made in bad faith or through negligence to \$500,000 (indexed) in respect of claims by customers who purchase less than 30 MWh of electricity per annum or to \$1,000,000 (indexed) in respect of customers who purchase at least 30 MWh of electricity per annum.

### 8.2 Limitations on our liability

If you are a small customer, our liability for an act or omission associated with a failure to supply electricity done or made in bad faith or through negligence is limited:

- (a) if you purchase less than 30MWh of electricity per annum, to:
  - (i) any loss suffered, including physical loss, consequential loss and loss of profits, due to:
    - (A) problems in the quality of the supply of electricity to your premises (such as power surges and power drops); or
    - (B) interruptions to or failures of the supply of electricity to your premises; and
  - (ii) the amount of \$500,000 (indexed) in relation to an event; or
- (b) if you purchase at least 30MWh of electricity per annum, to:
  - (i) any physical loss or damage and personal injury (but no other loss), due to:
    - (A) problems in the quality of the supply of electricity to your premises (such as power surges and power drops); or
    - (B) interruptions to or failures of the supply of electricity to your premises; and
  - (ii) the amount of \$1,000,000 (indexed) in relation to an event.

### 8.3 Indexing

The amounts referred to in clauses 8.1(d), 8.2(a)(ii) and 8.2(b)(ii), will be indexed annually, on each 1 July (commencing in 1 July 2013), in accordance with regulation 10(2) of the National Energy Retail Law (Local Provisions) Regulations 2012.

## 8.4 Immunity

This clause 8 does not exclude the immunity provided by sections 119 and 120 of the National Electricity Law or section 316 of the National Energy Retail Law.

## 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 SERVICES

### 10.1 We may interrupt supply to premises

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.

## **10.5 We may interrupt supply from premises**

We may temporarily interrupt or curtail the supply services provided to take supply from small generators into our distribution system, including:

- (a) for a distributor planned interruption or where there is an unplanned interruption; or
- (b) in accordance with the conditions of any applicable tariff; or
- (c) under a contract with your retailer; or
- (d) at the direction of a relevant authority; or
- (e) in accordance with the energy laws.

## **10.6 We may use remote control equipment**

If your small generator has equipment installed that allows us to control the small generator remotely, we may use the equipment in accordance with the energy laws to temporarily interrupt or curtail the supply services provided to take supply from your small generator into our distribution system. We publish information about how we use remote control equipment as required by the Rules. The information is available on our website or you may contact us to request a copy.

# **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 services for 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) you fail to pay any direct charges (where relevant) to us under this contract; or
- (d) 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) 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) 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) there is an emergency or for health and safety reasons; or
- (h) required to do so at the direction of a relevant authority; or
- (i) we are otherwise permitted by the energy laws to disconnect the premises.

Note: The energy laws may allow distributors and other authorised people to disconnect or arrange the disconnection of premises, small generators and other generators connected to our distribution system 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 8.00am or after 3.00pm; 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 a 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 Conditions 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; and
- (e) your premises have been disconnected for no longer than 10 business days,

we must re-energise the premises within the timeframes specified in clause 13.3, unless you request a later time.

### 13.3 Timeframe for reconnection

- (a) Request to us by 5.00 pm on a business day

Where under clause 13.2 we are obliged to reconnect your premises and you make a request for reconnection to your retailer before 4.00 pm or to us before 5.00 pm on a business day, we must:

- (i) reconnect your premises on the day of the request in the Adelaide Business Area and Major Metropolitan Areas; and
- (ii) use our best endeavours to reconnect on the day of the request in Other Areas and, in any event, by the next business day.

- (b) Request to us between 5.00 pm and 10.00 pm on a business day

Where under clause 13.2 we are obliged to reconnect your premises and you make a request for reconnection to your retailer after 4.00 pm but before 9.00 pm on a business day, or to us after 5.00 pm but before 10.00 pm on a business day, and pay our reasonable after hours reconnection charge, we must:

- (i) reconnect on the day requested by you in the Adelaide Business Area and Major Metropolitan Areas; and
- (ii) use our best endeavours to reconnect on the day requested by you in Other Areas and, in any event, by the next business day.

- (c) Request to us after 10.00 pm on a business day

Where under clause 13.2 we are obliged to reconnect your premises and you make a request for reconnection to your retailer after 9.00 pm on a business day or to us after 10.00 pm on a business day, we must reconnect your premises as soon as possible and in any event by the end of the next business day.

- (d) Request to us at any time on days that are not a business day

Where under clause 13.2 we are obliged to reconnect your premises and you make a request for reconnection to their retailer or to the distributor on a day that is not a business day, we must reconnect your premises as soon as possible on the next business day and in any event by the end of the next business day.

### 13.4 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.

### **15.2 Access to information**

Upon request, we must give you information about your energy consumption or export 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.

## **16 COMPLAINTS AND DISPUTE RESOLUTION**

### **16.1 Complaints**

If you have a complaint relating to customer connection services under this contract, including supply services, 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 & Water Ombudsman (SA) Limited who may be contacted on 1800 665 565 (free call) or through its website at [www.ewosa.com.au](http://www.ewosa.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 South Australia 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: Simplified Explanation of Terms

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**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 in the State of South Australia;

**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 supply services;

**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;

**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 your 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 a 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:

**supply services** means services relating to the flow of energy to or from your premises.