

# STANDARD FORM CUSTOMER CONNECTION CONTRACT

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JULY 2012  
VERSION 6.3  
.....



**Endeavour  
Energy**

## Document Amendment History

Version No	Date	Comments
6.3	July 2012	Legislative changes
6.2	1 March 2011	Company and legislation name changes only
6.1	1 February 2010	Superseded
6	January 2007	Superseded
5	July 2003	Superseded

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## Availability of Interpreter Services

If you need the help of an interpreter please call 131 450

如果您需要傳譯員的幫助，  
請撥131 450。

Si necesita la asistencia de un intérprete,  
sírvasse llamar al 131 450.

Nếu quý vị cần sự giúp đỡ của một thông dịch viên,  
xin gọi số 131 450.

Se richiedete l'assistenza di un interprete,  
vogliate cortesemente chiamare il 131 450.

Εάν χρειάζεστε τη βοήθεια διερμηνέα,  
παρακαλούμε τηλεφωνήστε στο 131 450.

إذا كنتم بحاجة إلى مساعدة مترجم يرجى الإتصال بالرقم 131450.

Words printed *like this* are explained at the end of this Contract (in Attachment 3). In this document, "you", "your" and "yours" refer to the *customer* (if there are more than one *customer*, "you", "your" and "yours" means each of them separately and every two or more of them jointly), being the person or body applying for services from us, and "we", "us", "our" and "ours" refer to Endeavour Energy ABN 59 253 130 878 as your *distribution network service provider*, and our successors and assigns.

### 1. About this contract

We welcome you as a valued customer.

Our contact details are as follows:

Name: Endeavour Energy

Address: 51 Huntingwood Drive,  
Huntingwood, 2148

Phone: 131 081

Fax: 02 9853 6000

Website: [www.endeavourenergy.com.au](http://www.endeavourenergy.com.au)

This is our *standard form customer connection contract* for the provision of *connection services* to *customers* located within the *Endeavour Energy distribution district*. This contract complies with the applicable provisions of the *Electricity Supply Act* and any instrument made under that Act including the *General Regulation*.

In entering this contract you acknowledge and agree that:

- you are the owner or occupier of your *property*, or are duly authorised by them to enter into this contract; and
- you, or the owner or occupier of your *property* who authorised you, will remain the owner or occupier of your *property* at all times while *connection services* are provided under this contract.

This contract includes the attachments and the documents set out in clause 21.

#### 1.1 Services provided under this contract

As your *distribution network service provider* we agree to provide you with all *connection services* you need for your *property* and you agree to purchase these services. These *connection services* will provide your *property* with access to our *distribution system* so that we can provide you (if you

are a *Registered Participant*) or your *retail supplier* (for your benefit) with *network use of system services* for your *property*. If you are a *Registered Participant* then we agree to provide these *network use of system services* directly to you, and you agree to purchase those services.

### 1.2 Accredited service provider

You may choose to have an *accredited service provider*, instead of us, provide certain goods and services to you (see clause 3).

We are a party to the *accredited service provider scheme*. Under this scheme, electrical contractors who have the necessary training, may be accredited to provide *required services*.

If you choose an *accredited service provider* for the provision of *required services* you are responsible for selecting the *accredited service provider* and for arranging with them to undertake these services.

An *accredited service provider* will be authorised to undertake *required services* only if:

- you first enter into an agreement with us and the *accredited service provider*, the form of which we have approved; and
- the *accredited service provider* meets any requirements specified by us from time to time.

### 1.3 Who does this contract apply to?

Anyone within the *Endeavour Energy distribution district* may apply for *connection services*, which we will provide if all of the matters in clause 2 are satisfied. An application for *connection services* may be made in writing, in person at our offices, or by telephoning 131 081.

This contract applies to you if:

- your *property* is located in the *Endeavour Energy distribution district*;
- you are not entitled to be provided with *connection services* under a *wholesale market access regime*;
- you have applied (or someone on your behalf has applied for you) to be provided with *connection services* at your *property*; and
- your *connection services* are not subject to a current *negotiated customer connection contract* or *Endeavour*

*Energy* has not ensured that *connection services* to the *property* are provided by another *distribution network service provider*.

This contract also applies to you if your *property* is located outside *Endeavour Energy's distribution district* but *Endeavour Energy* has agreed to provide *connection services* to your *property* under its *standard form customer connection contract*.

### 1.4 Commencement of contract

If you are an *existing customer*, this contract has effect from 10 July 2012 and the provision of *connection services* under this contract will commence on that date.

If you are a *new customer*, this contract will have effect from the date you apply to us for the provision of *connection services* to your *property*.

### 1.5 Compliance with laws and requirements

To ensure the safe and efficient operation of our *distribution system* and the provision of *electricity supply* and *connection services* to your *property* both of us agree to comply with the *electricity laws* and the *rules and standards* in relation to this contract. You must also comply with all reasonable requirements of our *authorised persons* and inspectors.

### 1.6 Legislation

The powers, duties, rights and obligations conferred by the *Electricity Supply Act* on *distribution network service providers* and their *customers* are briefly described in Attachment 1.

### 1.7 Multiple properties

If this contract applies to more than one *property*, your rights and ours will apply to any one or more of the *properties* without affecting the continued application of this contract to any other *property*.

### 1.8 Availability of contract and other information

We will provide to you on request a copy of this contract and those other documents incorporated in this contract which are listed in clause 21. Your first copy will be made available free of charge but we may charge you a reasonable fee for any subsequent copies.

A copy of this contract and those other documents incorporated in this contract

which are listed in clause 21 will be made available through our website address (set out on page 1). Alternatively you can arrange to inspect these documents at any of our offices or by calling our Customer Services staff on 131 081.

We will also provide to you free of charge, at your request, information about efficient energy consumption.

If at any time after entering into this contract you no longer wish us to contact you about products and services available to Endeavour Energy customers, you may call us on 131 081

### 1.9 Amendment

We are permitted to change this contract in accordance with the *electricity laws* without your prior consent. However, we will consult with our customer consultative groups before any changes are effective.

### 2. Duration

We agree to provide you with *connection services* and (if you are a *Registered Participant*) with *network use of system services* for your *property* from the *actual start date* until this contract is terminated. If you are not a *Registered Participant*, then we will provide *network use of system services* to your *retail supplier* (for your benefit) under an arrangement with them.

The following provisions of this clause apply only if you are a *new customer*.

We will commence providing *connection services* and (if you are a *Registered Participant*) *network use of system services* on the date which we notify you is the start date for the commencement of the provision of *connection services* and *network use of system services* for your *property* under this contract.

However, we need not commence the provision of *connection services* (and accordingly you or your *retail supplier* will not have access to *network use of system services*) if:

- you owe us money for the provision of *connection services* (other than an amount which is agreed to be paid on your behalf by a *retail supplier*);
- you do not provide us with the *security* as required by us;

- any of the other circumstances listed in clause 14 of the *General Regulation* apply to you; or
- you do not comply with our requirements made under Part 3, Division 4 of the *Electricity Supply Act*, as summarised in clause 3 below.

We may terminate this contract if any of these matters are not rectified or satisfied.

### 3. Requirements relating to connection services and required services

Under the *Electricity Supply Act*, we may require you to have certain *required services* performed (at your cost), as set out below.

In complying with our requirements you may choose to have the *required services* provided by us (if the *required services* are available from us) or by an *accredited service provider*.

*Required services* do not form part of the services provided under this contract. You must enter into a separate contract for the *required services* either with us or with the relevant *accredited service provider*. The form of that contract must be approved by us.

#### 3.1 Extension or increase in capacity of our distribution system

If you are a *new customer*, we may require you to contribute towards the costs incurred or to be incurred by us in extending or in increasing the capacity of our *distribution system* ("**distribution system costs**") so as to enable us to provide your *property* with *connection services*.

To enable previously incurred *distribution system costs* to be equitably borne by customers with properties in the same vicinity:

- we may require further new customers (which may include you) to contribute towards *distribution system costs*; and
- we may also apply the whole or any part of any *distribution system costs* received from those customers to the repayment of existing customers who have previously contributed towards the *distribution system costs*.

#### 3.2 Service lines

We may require the installation of such service lines, and provision for their

attachment, as we consider necessary to provide a supply of electricity to your *property*. The type, construction and route of any service line and its *supply point* will be as we determine.

We may require your *property* to be provided with more than one *supply point* if we consider it necessary.

### 3.3 Service equipment

We may require the installation of such service equipment, and provision for its mounting, as we consider necessary for the provision of a safe and efficient supply of electricity to your *property*. The position and standards of installation of service equipment will be as we determine.

### 3.4 Transformers

If we consider that your electricity supply requirements at the *property*:

- exceed 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 the *property*,

then we may require you to provide for our use, free of cost, a place within your *property* to accommodate the transformers, switchgear or other equipment that we consider should be installed. The place provided must be approved by us, and must at all times be enclosed in a manner approved by us.

### 3.5 Electricity meters

We may require the installation of such electricity meters as we consider necessary to ascertain the quantity of electricity supplied to you. The position and standards of installation of electricity meters will be as we determine.

You may choose between us and an *accredited service provider* for the provision and installation of electricity meters. However, the choice of service provider and the provision, installation and maintenance of electricity meters must be carried out in accordance with *electricity laws* including the National Electricity Law.

### 3.6 Sealing of electricity installations

We may attach seals to your *electrical installation* if we consider it appropriate to do so.

## 3.7 Requirements as to installation and use of apparatus

We may:

- impose such requirements as to the installation and use of electrical appliances and equipment by you as we consider necessary to prevent or minimise adverse effects on *electricity supply* to other customers;
- impose requirements relating to loading of, and the balancing of load over, the phases of the *electricity supply* to your *property*;
- impose requirements as to the minimum rupture rating or minimum breaking capacity of your main protective devices; and
- require you to install relays, current transformers and other protective equipment having characteristics to suit our protective system.

## 4. Your responsibilities relating to our distribution system

### 4.1 Modification costs

If we modify our *distribution system* for any reason, and this requires you to make modifications to your *electrical installation*, we are not responsible for any costs you incur.

### 4.2 Commissioning

You must use your reasonable efforts to reach agreement with us on the tests and procedures necessary to ensure that the commissioning of any new *electricity equipment* or any modifications to existing *electricity equipment* has been carried out in accordance with the requirements of the *electricity laws* and the *rules and standards*. If we cannot agree you must carry out the tests we reasonably specify to demonstrate this.

### 4.3 Protection, controls and alarms

You must comply with the provisions, if any, of the *electricity laws* and the *rules and standards* relating to the parameter settings for protection and control equipment at the *supply point* or which is installed on any *electrical equipment* to your property.

### 4.4 Maintenance

Unless we advise otherwise, you are responsible for maintaining:

- all *electricity equipment*;

- the *electrical installation*; and
- if you are a *high voltage customer*, such other equipment that we identify in our separate agreement with you.

You may choose between us and an *accredited service provider* or other appropriately qualified person to maintain such *electricity equipment* and *electrical installation* and other equipment. However, the choice of service provider and the provision and maintenance of such *electricity equipment* and *electrical installation* and other equipment must be carried out in accordance with applicable *electricity laws*. If you do not install and maintain such *electricity equipment* and *electrical installation* and other equipment as required we may do so and charge you the cost of our doing such work.

Our responsibilities in relation to *electricity works* are governed by *electricity laws*.

#### 4.5 Safety

Where any part of your *supply point*, metering equipment or *electrical installation* does not comply with the *rules and standards* we may require rectification works to be carried out.

All work on your *electrical installation* must be performed by a licensed electrical contractor. Your electrical contractor must notify us of any *electrical installation* work done at your premises.

#### 4.6 Interference by trees

If we reasonably believe that a tree, shrub or other plant on your property could destroy, damage or interfere with the *electricity equipment* or our *electricity works*, or could make the *electricity equipment* or our *electricity works* become a potential cause of bush fire or a potential risk to public safety, we may in accordance with *electricity laws* give you a notice requiring you to trim or remove the tree, shrub or other plant.

We may in accordance with *electricity laws* trim or remove the tree, shrub or other plant if:

- it is an emergency; or
- you have not complied with our request to do so,

and if we trim or remove the tree, shrub or other plant we can recover the cost from you in the circumstances set out in

section 48(4) of the *Electricity Supply Act*.

#### 4.7 Interference with equipment

You must not interfere with or carry out work on our *distribution system*, *electricity works*, metering equipment, any equipment relating to the *electricity supply* to the *property*, our load control equipment, our seals or any wiring or equipment sealed by us unless we authorise you to do so. You must not allow other people to interfere with or carry out work on this equipment unless they have been authorised by us to do so.

We may take legal action to recoup any costs or damage caused by any such interference with equipment and for any electricity you have used illegally.

#### 4.8 Electrical interference

You must not use your *electricity supply* in a way that causes electrical interference with the *electricity supply* to other customers. Our *rules and standards* state our requirements regarding electrical interference and impose requirements to prevent or minimise effects from the operation of equipment at your *property* on other customers and our *distribution system*.

If you believe that you are experiencing electrical interference to your *electricity supply*, you should contact us on 131 081.

#### 4.9 Damage to our equipment

If our *electricity works* or other equipment connected to your *electrical installation* is damaged by any cause originating on your *property* you must pay the cost to repair or replace the damaged *electricity works* or equipment. This does not apply if the damage was due to unavoidable circumstances (eg a lightning strike) or our negligence.

#### 4.10 Changes to connection and unmetered supply

You must not add, remove or change a *supply point* (including changing the capacity of a *supply point*) of an *electrical installation* to our *distribution system* without our prior authorisation.

If no metering equipment is required to be installed at a *supply point*, you must promptly notify us from time to time of any information necessary to develop and update the inventory table for that *supply point*.



Failure to comply with this clause could lead to prosecution under the *Electricity Supply Act*.

#### 4.11 High voltage customers

*High voltage customers* must enter into a separate agreement with us in relation to the maintenance and operation of high voltage equipment.

#### 4.12 Feeding electricity back into the distribution system and standby generation

You may install a standby generator, connected to your *electrical installation*, to provide you with electricity when *electricity supply* from the *Endeavour Energy distribution system* is interrupted.

You must not make a *connection* to our *distribution system*, or change an existing *connection*, so that electricity produced at your *property* can flow back into our *distribution system* unless we authorise you to do so by issuing you a Permission to Connect Letter.

The *connection* of private *generating systems* to the *Endeavour Energy distribution system* not specifically covered in the New South Wales Electricity Service and Installation Rules must be subject to a specific Connection Contract for Connection Points with Generation or other negotiated connection agreement between you and us.

Refer to the *rules and standards* for our requirements or contact us for details.

If we have authorised you to connect a private *generating system* to our *distribution system*, then you may only do so in accordance with the conditions specified in the Permission to Connect Letter under which we authorised the *connection* of your private *generating system* to our *distribution system*. You may not inject electricity into our *distribution system* above the *maximum export flow*.

#### 4.13 Access

You must ensure that a suitable easement is obtained in our favour where the wires or cables connecting your *property* to our *distribution system* pass through property that does not belong to you.

You agree to give the meter readers and *authorised persons* safe access at all reasonable times to the meters, the *property* and the *supply point* to:

- read electricity meters;
- inspect, test, install, carry out work on, or remove our *electricity works* and equipment;
- exercise any function conferred on us by *electricity laws*;
- enable us to perform our obligations under this contract; or
- enable the provision of *connection services* or *electricity supply* to the *property*.

Written notice of our intention to enter your *property* is not required if:

- either you or an occupier of the *property* consents;
- we require entry only to read an electricity meter;
- we are conducting a periodic safety inspection required by *electricity laws*;
- we are conducting routine safety related maintenance work;
- we are conducting standard network switching operations; or
- we require entry because of an emergency.

Your consent to our carrying out necessary works will be taken to be given when:

- you apply (or someone on your behalf applies for you) to be provided with *connection services*;
- you notify us of *electrical installation* work; or
- you contact us to request that we provide other services.

## 5. Meter reading equipment

### 5.1 Ownership of equipment

We will remain the owner of any metering equipment or load control equipment provided by us or by our agent, unless otherwise expressly agreed.

If any metering equipment belonging to us or our agent is removed from service in accordance with the *Electricity Supply Act* it must be returned to us without undue delay and in the same condition that it was in immediately before being removed from service.

### 5.2 Meter reading

You agree to use all reasonable endeavours to allow for the provision of the

*metering services* by us or a person appointed by us. You must also take reasonable care of the metering equipment. You must not do anything to the metering equipment that would cause it to become defective or fail to measure properly the quantity of electricity supplied.

If:

- the metering equipment fails to measure correctly the quantity of electricity supplied or injected (as the case may be) or the times at which it is supplied or injected (as the case may be), causing an error in measurement greater than 2%;
- electricity is supplied or injected (as the case may be) without passing through the meter; or
- the *meter readers* are unable to access the metering equipment,

we may estimate the quantity of electricity you have used for that period for the purpose of calculating the charges.

## 6. Charges

Attachment 2 includes a statement of the rights that you, us and your *retail supplier* each have with respect to charges and invoices and other matters set out in the *General Regulation*. However, nothing in that Attachment 2 alters the rights that you, us and your *retail supplier* each have, including rights under the *electricity laws* or this contract.

We will charge you or your *retail supplier* for *connection services* and *network use of system services* we provide under this contract from the *actual start date* until this contract is terminated.

You may agree with your *retail supplier*, or your *retail supplier* may be obliged by *electricity laws*, to arrange for our provision of *connection services* and *network use or system services* for your *property*. Where your *retail supplier* has agreed to pay us the amount of our charges on your behalf, then you must pay your *retail supplier* the amount of our charges. Otherwise, you must pay us the amount of our charges.

When your *retail supplier* collects from you our charges, we will accept that these charges have been paid.

You are not liable to us for *connection services* or other goods or services provided

under this contract to the extent to which you are liable to pay your *retail supplier* for those *connection services* under your *customer supply contract* with such *retail supplier*.

Also, you will not be liable for *connection services* or other goods or services provided by us which a previous customer at the *property* is liable to pay.

Unless we have entered into a separate agreement with you to purchase electricity exported from your *supply point* to our *distribution system*, you acknowledge that we are under no obligation to pay for electricity that you export to our *distribution system*.

### 6.1 Charges for connection services and required services

You must pay us (or your *retail supplier* must pay us) for the charges for the provision of *connection services* and *network use of system charges* for your *property*, as determined and calculated in accordance with the *Network Price List*.

We must pay you for transmission network use of system charges which we have avoided if you connect to our *distribution system* as determined and calculated in accordance with the National Electricity Rules ("**avoided Customer TUOS usage charges**"). We calculate *avoided Customer TUOS usage charges* following the end of a *financial year* on the basis of the net amount of electricity injected into our *distribution system* to a *connection point* for the relevant *financial year*.

Charges for *connection services* and *network use of system charges* accrue daily.

The *Network Price List* includes details of:

- a description of charges payable under this contract for services provided or arranged by us;
- the pricing options and conditions applicable to various categories of *customers*;
- the basis on which we calculate charges for services provided under this contract;
- the tariffs and charges, including any off-peak or standby tariffs, payable by *customers*;

- the availability of any off-peak or standby tariffs and the extent to which *customers* can take advantage of them;
- the charges or method of calculation for any installation work done on a customer's *property*;
- work incidental to the provision of *connection services*; and
- our minimum charge in a *standard billing period*.

Copies of the *Network Price List* are available on our website at [www.endeavourenergy.com.au](http://www.endeavourenergy.com.au), by calling our Customer Service staff on 131 081, or from any of our offices.

## 6.2 Other Charges

Other services which may be provided to you and for which you must pay (as listed in the *Network Price List*) are as follows:

- If your meter is read at a time other than when scheduled, you must pay us the specified fee.
- If we arrange (at your request) for your meter to be tested and it is found to be accurate, you must pay us the specified fee.
- If at your request, we obtain and provide historical metering data to you, and such data is not available from normal meter readings, you must pay our costs and any specified fee.
- When you apply for *connection services* to be provided to your *property*, you must pay us the specified account establishment fee.
- Certain charges are payable by you if you do not pay our invoices on time (see clause 9) or if your supply is disconnected (see clause 11).
- If at your request, we provide you with information regarding the electricity network or the availability of *electricity supply*, you must pay us the specified amount.
- If you connect the *electricity supply* by interfering with our property in an unauthorised manner and without our permission, you must pay us the specified amount.

Where you are required to pay an amount to us in one of the circumstances described above, you may instead pay your *retail*

*supplier* (if your *retail supplier* has agreed to pay us the amount on your behalf).

## 6.3 Taxes

The fees and charges payable under this contract do not take account of *government taxes*. If a *government tax* is imposed, you must pay us the full amount of such tax, or an equivalent amount as reasonably determined by us (unless we are prevented by law from passing on that tax to you).

We will not charge you *government taxes* which are imposed on our overall net income or which were imposed on or in respect of electricity sold or supplied, or services provided to you by us on or prior to 30 June 1999.

You and we agree to pay *GST* on any taxable supplies made by either of us or you to the other in connection with this contract (except where we or you have indicated that a charge is inclusive of *GST*).

If this contract requires a party ("the first party") to pay, reimburse or contribute to any amount paid or payable by the other party ("the other party") in respect of an acquisition in respect of a third party for which the other party is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by the first party will be the value of the acquisition by the other party plus, if the other party's recovery from the first party is a taxable supply, any *GST* payable.

## 7. Variation in charges

We can vary the *Network Price List* at any time during the term of this contract in accordance with any applicable *electricity laws* and without your consent. Any variation to the charges for your *connection services* arising from any variation in the *Network Price List* will not operate retrospectively and will not take effect until:

- a notice of the variation is published in a newspaper which circulates throughout New South Wales or in your area and is placed on our website; or
- notice is served on you, when the variation only affects a particular group of customers (including you).

Any notice relating to changes in the *Network Price List* will specify:

- the new rates or the amount of the variation; and

- the date from which the changes are to apply.

## 8. Variation of pricing option or property

### 8.1 Removal/addition of property

If you wish to add/remove a *property* (which must be within the *Endeavour Energy distribution district*) please contact us and we will inform you whether we agree to this change. If you choose to proceed with the change, you must notify us.

Your choice will take effect from the date on which your meter at the relevant *property* is next read or such other mutually agreed date. From that date, the new charges you must pay for your *connection services* under clause 6 will be as set out in the *Network Price List*.

If you wish to change to a different pricing option, you will need to apply to us in writing giving us 30 days notice. This change will take effect from the date on which your meter is next read after we process your application.

If you request us to remove a *property* we will take your request to mean that we disconnect that *property* under clause 11. However the removal of a *property* does not affect your right or ours to enforce any right concerning that or any other *property* which arises before or on the removal of the *property*. If you choose to add a *property* then we will start providing *connection services* and *network use of system services* for the new *property* in accordance with clause 2.

### 8.2 Variation of pricing option

If you change to a different off-peak pricing option more than once within a 12 month period, we can charge you the off-peak conversion fee listed in the *Network Price List* for each additional change.

## 9. Invoices and Payments

We will send invoices of charges or other amounts payable in respect of *connection services*, *network use of system services* or other services provided under this contract to your property to your *retail supplier* unless you have asked us to bill you directly, in which case we will send invoices to you if we are permitted to do so by applicable *electricity laws*.

You agree to pay (or arrange for your *retail supplier* to pay) our invoices before the date specified on them.

If you do not pay an invoice which we send to you on time, we may charge you:

- interest on any unpaid amount; and
- our costs (including our internal costs) in connection with recovering overdue amounts from you.

Interest will be charged on the outstanding amount and will be calculated:

- at the *interest rate* applicable on the first *business day* of the month;
- on actual days elapsed since payment was due (including the date payment was due but not including the date payment is finally made); and
- on a 365 day year,

and is to be capitalised on the first *business day* of each month.

You are not liable to pay for any charges in connection with any *connection services* provided under this contract unless the charge, or basis for its calculation, is set out in this contract.

If you have asked us to invoice you directly for *connection services* to your *property*, then we will send invoices to you at least once every three months. If an invoice is found to be inaccurate we may correct it by issuing you with an amended invoice. An amended invoice must be paid on the same terms as other invoices under this contract.

We may make arrangements with you and your *retail supplier* to enable us to pass through to you through your *retail supplier* any *avoided Customer TUOS usage charges* which we must pay you under this agreement.

## 10. Security

You must provide us with the *security* (if requested by us) at the time you first request the provision of *connection services*. The *Network Price List* and the *electricity laws* specify when we will require *security*, acceptable types of *security*, when we can use the *security* to set off the amount due on your account and the refund of any *security* to you.

You must provide the *security* within 10 days after we request it.

## 11. Disconnecting your property from our distribution system

### 11.1 Your right to disconnect

You must give us at least 48 hours notice before you want your *property* to be disconnected from our *distribution system*. Such notice may be given on your behalf by a *retail supplier* who has arranged for the provision of *connection services* for your *property*. If you give us at least 48 hours notice, we will use all reasonable efforts to disconnect your *property* in accordance with your request.

If:

- you do not give us at least 48 hours notice;
- a new *standard form customer connection contract* for the *property* has not been entered into with us; and
- the provision of *connection services* to your *property* is not arranged by a *retail supplier* on your behalf,

then you are liable for all charges in respect of the provision of *connection services* by us until:

- 48 hours after we become aware of your desire that your *property* become disconnected; or
- we disconnect the supply of electricity to your *property*,

whichever occurs first.

### 11.2 Our right to disconnect

We may arrange to disconnect your *property* if:

- you do not pay on time any amount due to us under this contract for the provision of *connection services* (other than an amount which is agreed to be paid on your behalf by a *retail supplier*);
- you do not provide us with the *security* as required by us (clause 10);
- you refuse or fail to give an *authorised person* access to your *property* in accordance with any rights of access provided for any of the purposes specified in section 54 of the *Electricity Supply Act*;
- you obstruct an *authorised person* in relation to anything done or to be done in carrying out the purposes specified in section 54 of the *Electricity Supply Act*;

- you are not a party to a *customer supply contract*, *new occupant supply arrangement* or an *exempt last resort arrangement* for your *property*;
- your *retail supplier* requests us to disconnect your *property* and has notified us that it has complied with any applicable requirements of the *General Regulation* or their electricity supply contract or arrangement with you concerning giving notice of discontinuing *electricity supply* to the *property*;
- you do not comply with our requirements made under Part 3, Division 4 of the *Electricity Supply Act*, as described in clause 3; or
- we are entitled to do so under any *law*.

### 11.3 Restriction on disconnection

We must not arrange for disconnection on any of the grounds listed above while:

- an application is pending from you for assistance under any government funded rebate or relief scheme, or payment plan operated by us, that is available to our customers; or
- a life support system that relies on electricity for its operation is in use at your *property*.
- The amount outstanding for non-payment of a bill is less than \$300 and you have agreed with the *retail supplier* to pay the amount.

### 11.4 Other rights to disconnect or interrupt supply

Nothing in this clause affects:

- our right or obligation under *electricity laws* to refuse to supply, or disconnect or interrupt *electricity supply*, to your *property*; and
- our obligation to disconnect *electricity supply* to your *property* if an order is made under s73(1)(a) of the *Electricity Supply Act*.

We may interrupt *electricity supply* to your *property* if in our reasonable opinion:

- any *electricity equipment* or your *electricity installation* is operating or being maintained in a manner which may adversely affect the supply of electricity to other customers, the safe and efficient operation of our *electricity works* or public safety; or

- you refuse to give our *authorised persons* safe access at all reasonable times to your *property* to inspect any *electricity equipment* or your *electricity installation*.

### 11.5 Suspension

For so long as any disconnection or interruption continues as permitted under this contract, our obligation to provide *connection services* to your *property* is suspended.

### 11.6 Costs of disconnection

If we become entitled to disconnect your *property* under this contract, you must pay us for our costs incurred in performing such disconnection (including the cost of attending your *property* for this purpose).

## 12. Terminating this contract

### 12.1 Termination by us

We may terminate this contract with respect to your *property* if:

- we exercise our right to disconnect your *property* (clause 11);
- any of the grounds we have to disconnect under clause 11 has occurred and we have notified you of our intention to terminate;
- you have asked us to disconnect your *property* (clause 11);
- you have elected to remove your *property* (clause 8);
- we are permitted to do so under clause 2; or
- you enter into an *negotiated customer connection contract* with us.

### 12.2 Termination date

Termination under this clause is effective the day your *property* is disconnected. However if the meter is not read on that day, you will continue to be responsible under this contract to pay us (or your *retail supplier* must pay us) for all *connection services* and *network use of system services* provided to your *property* until the meter is next read.

### 12.3 Effect of termination of contract

Termination of this contract, or disconnection of supply because of it, does not affect your right or ours to enforce any right which arises before or on termination.

## 13. Complaints and disputes

You may ask us to review our decisions in connection with this contract.

Our procedures for dealing with complaints, disputes and requests for review of our decisions are set out in the *Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes* which are available on request. They comply with the *Electricity Supply Act* and the *General Regulation*.

Also, if you are a *small retail customer* you may refer any complaint or dispute arising under this contract to the *EWON* (Energy and Water Ombudsman of NSW). *EWON's* services are available to *small retail customers* without cost.

However, you may only do so if you have first referred the matter to us for review and you are not satisfied with our review.

If you refer a matter to *EWON*, you may not use the other dispute resolution procedures outlined in the *Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes*.

In any dispute relating to services provided under this contract, we agree to abide by the decision of *EWON*. Generally, *EWON* expects you to have tried to resolve the problem with us before contacting *EWON*.

## 14. Guaranteed Customer Service Standards

Our standards comply with the requirements imposed under the *Electricity Supply Act* and the *General Regulation* with respect to customer service.

### 14.1 Timely provision of services

If we fail to provide *connection services* on or before the date agreed between us and you or your representative as the date by which the *connection services* are to be provided, we will pay to you, by way of compensation for the delay, not less than \$60 for each day that elapses between the agreed date and the date by which the *connection services* are actually provided.

The maximum amount payable under this clause in relation to any *connection services* is \$300.

#### 14.2 Timely notice of planned interruptions to supply

If we:

- fail to provide to you at least 2 business days' notice of any interruption by us to your *electricity supply*; or
- interrupt your *electricity supply* for longer than the time indicated in any such notice,

we will pay you, by way of compensation for the interruption of supply, not less than \$20.

This clause does not apply to any interruption of *electricity supply* that arises:

- for the purpose of enabling us to carry out emergency work; or
- in circumstances beyond our control.

#### 14.3 Provision of telephone hotlines

You can call us on 131 003 for not more than the cost of a local call 24 hours a day, 7 days a week to notify us and to receive information about faults and difficulties in our *electricity works*.

You can call us on 131 081 for not more than the cost of a local call during business hours to notify us and to receive information concerning your account and *connection services* provided by us.

#### 14.4 Punctuality in keeping appointments

As your *distribution network service provider*, if we (or our representative) are more than 15 minutes late for a scheduled appointment with you (or your representative) for any service we provide under this contract, we will pay you \$25 by way of compensation for the delay. We may credit this amount to your next invoice.

#### 14.5 No disconnection on weekends or public holidays

In the event we become authorised to disconnect your *property* from our *distribution system* on grounds arising under this contract or under a *standard form customer supply contract*, we must not do so:

- on a Friday, Saturday or Sunday, or
- on a public holiday or day immediately preceding a public holiday, or
- before 8.00am or after 3.00pm on any other day.

- On the days between 20 December and 31 December (both inclusive) in any year.

#### 14.6 No disconnection except after due notice

Before we take any steps to disconnect your *property* as permitted under this contract or under the *Electricity Supply Act* or any regulation made under that Act:

- we will give you at least two written notices of our intention to disconnect your *property* (with the second notice being sent no earlier than seven days after the first);
- we will make reasonable attempts to deal with you in person or by telephone to assist you to do whatever is necessary to remedy that failure, refusal or obstruction referred to in the notice. If our attempts to contact you are unsuccessful, we will require your supplier to use its best endeavours to make contact with you outside business hours for the purpose of resolving the matter. We will document all action we take in this regard.

In any notice or dealing referred to above, we will:

- specify the grounds authorising us to disconnect your *property*;
- specify the date by which you must remove those grounds. This date will be no earlier than 14 days after the first notice is sent. After that date we may arrange to disconnect your *property* if those grounds are not removed; and
- advise you of your rights under our Guaranteed Customer Service Standards including your right to have any complaint or dispute referred to EWON for resolution.

We will not take any action to discontinue supply until after the specified date.

If, before the specified date, you have requested that a complaint be referred to resolution by EWON, we will not disconnect your *property*:

- until three *business days* after the complaint has been referred; or
- if, before that time, EWON directs that such action not be taken.

#### 14.7 Deleted

#### 14.8 Disconnection at your request

Our standards do not prevent us from disconnecting your *property* in accordance with a request from you.

#### 14.9 Time limit for new connection services

In the case of a *new connection service* we must connect your *property*:

- if the connection request is made before 3.00pm on a *business day*, not later than the end of the next *business day*; or
- if the connection request is made after 3.00pm on a *business day*, not later than the end of the second *business day* following the day the request is made.

Nothing in this clause prevents you and us from agreeing to a longer period before connection of your *property* to our *distribution system*.

We are not required to connect properties to our *distribution system* within the period specified in this clause if the relevant equipment is not in place to do so or you are, for any reason, not entitled to be provided with the *connection services*.

#### 14.10 Repair of faulty street lighting

If we fail to repair faulty street lighting on or before that date agreed between us as the date by which the repair is to be completed, we must pay you \$15, by way of compensation for the loss of illumination.

This clause applies to street lighting that is owned by us or that we are under a legally enforceable obligation to maintain, but does not apply to street lighting to which we merely supply electricity or *connection services*.

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

#### 15. Other standards of service

We will provide the following minimum standards of service to you:

- 15.1 **Quality of services:** We will ensure that the quality of any services provided by us under this contract are of a reasonable standard.
- 15.2 **Reliability of services:** We will ensure that the reliability of any

services provided by us under this contract are of a reasonable standard. However, we cannot guarantee that your *electricity supply* will be without interruption.

- 15.3 **Customer enquiries:** If you have an enquiry, you can contact us during business hours on 131 081 or at any of our offices. We will endeavour to resolve your enquiry as soon as practicable.

- 15.4 **Commencement of work:** We will start any services or work to be provided by us which is required as a result of your enquiry as soon as practicable.

- 15.5 **Disruption of services:** If you notify us that any services we provide under this contract have been disrupted, we will commence work to remedy the disruption as soon as reasonably practicable.

- 15.6 **Notices of disruption:** We will give you as much notice as is possible if we intend to carry out any work which will disrupt any service under this contract to you.

- 15.7 **Government schemes and payment plans :** From time to time, you may be eligible, under Government funded rebate or relief schemes or our payment plan, for assistance with payments due under this contract. You can contact us on 131 081 for further details.

#### 15.8 Arrangements for payment of compensation

If you believe that you may be entitled to compensation under the Guaranteed Customer Service Standards in clause 14, then you should contact us on 131 081. We will consider your claim and if you are entitled to compensation then we will pay or credit you the applicable amount of compensation.

#### 16. Confidentiality

All the details of this contract are strictly confidential.

You and we must not disclose them to another person unless:

- by mutual consent;
- you or we are required to do so by law;



- the details have become available generally and publicly; or
- as provided in accordance with clause 17.

These obligations of confidentiality continue after this contract ends or is terminated.

## 17. Privacy statement

### 17.1 Your rights

You need not give us any of the personal information requested in any document or communication relating to this contract. However, without this information, we may not be able to commence the provision of *connection services* or other services under the contract or provide you with an appropriate level of service.

In most cases, you are able to gain access to personal information held by us about you on request and ask us to correct it if you believe it is incorrect or out of date. We do not charge a fee for an access request but we may charge you reasonable costs for processing your request.

### 17.2 How we use your personal information

We use your personal information to:

- verify your details and assess your ability to pay (this may include assessing further information obtained from other credit providers and/or a credit reporting agency, a business providing information about the commercial credit worthiness of persons or other third parties such as your employer or a driver's licence registry);
- administer and manage this contract;
- facilitate our internal business operations; or
- provide you with details of our other products and services.

### 17.3 How we disclose your personal information

We may disclose your personal information to:

- our agents, contractors or other third party service providers including your *retail supplier* (if this is not us) that we have engaged to assist us to do the things described above (including agents employed to collect monies owing to us) but only so that they can provide services to us;

- relevant regulators and authorities where the law requires or permits us to do so (for example, under *electricity laws* or for law enforcement);
- any organisation considering acquiring an interest in our business and its advisers;
- a credit reporting agency or business which provides information about the commercial credit worthiness of persons:
  - to enable us to obtain a consumer credit report or commercial credit report about you and/or the agency or business to create or maintain a credit information file or commercial credit report about you; or
  - if a payment is overdue by more than 60 days and collection action has started;
- other credit providers named in a consumer credit report or in other information you provide to us to enable us to assess your ability to pay or notify other credit providers of a default by you or exchange information with other credit providers where you are in default with other credit providers. The information exchanged with other credit providers may include anything about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988; or
- other organisations if you consent or ask us or the law permits us to do so.

The personal information we disclose in these circumstances will be limited to:

- your identity particulars;
- the fact that you have applied for credit and that we are a current credit provider to you;
- details of payments which are overdue by more than 60 days for which collection action has started or that such payments are no longer overdue;
- details of cheques drawn by you for \$100 or more which have been dishonoured more than once; or
- details of any opinion that we form that you have committed a serious credit infringement.

This information may be given before, during or after we provide credit to you.

## 18. Liability

If you have the benefit of the conditions and warranties implied by the Competition and Consumer Act, 2010, nothing in this contract is intended to exclude, modify or restrict those conditions and warranties.

Where we are permitted to do so, our liability for breach of those conditions and warranties is limited to resupplying the goods or the service (or paying for the resupply).

In all other cases, our liability for loss or damage (including *consequential loss*) incurred by you or a person making a claim against you arising out of:

- any failure by us to comply with our obligations;
- any problems with or deficiencies in the electricity or a service under this contract; or
- any failure (in contract, tort or negligence),

is limited as far as the law permits to resupplying the goods or service (or paying for the resupply).

Subject to the first paragraph of this clause and otherwise to the extent permitted by law, we are not liable under this contract for failure to supply goods or services where such failure is due to events beyond our control.

### 18.1 Indemnity from you

You indemnify us and must keep us indemnified, from and against all liability, loss, damage, penalty, costs or expenses of any kind whatsoever (including *consequential loss*) incurred or suffered directly or indirectly from or in connection with:

- a breach of this contract by you;
- any wilful, unlawful or negligent act or omission by you;
- any injury to or death of a natural person and any loss of or damage to a third party's real or personal property caused or contributed to by you;
- any loss of or damage to real or personal property of ours, caused by or contributed to by you;

- any *proceeding* by a third party against us caused or contributed to by you; or
- any *proceeding* by a third party against us or any *related company* of ours arising directly or indirectly out of a breach of this contract by you, or by negligence or any wilful act committed by you,

except to the extent that any liability, loss, damage, penalty, cost or expense is caused by our negligence.

## 19. Last resort supply arrangements

### 19.1 Disclosure of information

You authorise us to provide any necessary information relating to you to a *retail supplier* or other body or person for the purposes of enabling your transfer to a *retailer of last resort* and the consequential implementation of the *last resort supply arrangements*.

### 19.2 Authority to transfer

If *last resort supply arrangements* are implemented with respect to your *property*, you authorise us (or a person nominated by us) to transfer your *property* to a *retailer of last resort* or take any other action to implement or arrange *last resort supply arrangements*.

### 19.3 Liability to pay charges

You will be liable to pay us for any electricity or other related goods or services supplied to you by a *retailer of last resort* under a *last resort supply arrangement* but only if we have first notified you in writing that we have arranged with the *retailer of last resort* to arrange for the collection of those charges.

You will not be liable to pay us these charges if:

- you pay the charges to the *retailer of last resort*; or
- you enter into a *customer supply contract* with the *retailer of last resort* or another *retailer supplier* under which such charges are payable.

## 20. Connection of exempt distributors and generators

If you are an *exempt person*, you must adopt and comply with our reasonable standards for the safe and efficient connection, direct or indirect:

- to our *distribution system* of any

*distribution system, generating system* or customer *electrical installation*, owned or controlled by you; and

- to any *distribution system* owned or controlled by you, of any *distribution system, generating system* or customer *electrical installation*.

## 21. General provisions

### 21.1 Notices

Unless otherwise stated, notices by either party may be given by telephone, fax, e-mail or post to:

- us - at the address or number set out in clause 1, or as correctly notified by us to you in our latest bill; and
- you - at the last address or number last notified by you to us.

Changes of notices details must be notified in writing to the other party.

Notices:

- by telephone are effective immediately;
- sent by post are taken to be received 3 days after posting;
- sent by e-mail are taken to be received when the sender receives confirmation that the email has been received by the recipient; and
- sent by fax are taken to be received when the sender's fax machine prints a transmission report confirming the fax was sent.

### 21.2 Change in law

This contract has been prepared in accordance with the requirements of the *electricity laws* (including the *Electricity Supply Act* and the *General Regulation*). By giving you a notice in writing we may vary this contract if any *electricity laws* are amended or introduced after this contract commences which require us to do so.

### 21.3 Changes to documents

This contract incorporates the *Network Price List*, the *Endeavour Energy Statement regarding our Charges and Invoices*, the *Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes* and the *rules and standards*, and may also incorporate any payment plan which we may offer from time to time.

Accordingly, an amendment to any of those documents will have the effect of amending this contract. We will notify you if we change any of those documents which apply to this contract.

If any of those documents are issued by Standards Australia or are *recognised codes* or *recognised documents*, we will not give separate notice of any change to these documents. Those changes will take effect on the date on which the amendment to the document is published by Standards Australia, or by the Director-General of the Ministry of Energy and Utilities, or on such other date as the amendment is expressed to commence at the time of publication.

### 21.4 Other codes and documents

The following codes and documents are not incorporated in this contract but are or may be relevant to it:

- Code of Practice for Distribution Risk Management;
- Code of Practice for Electricity Service Standards; and
- Code of Practice for Demand Management for Distribution.

## Attachment 1 (Summary of statutory powers and duties)

### Summary of the Powers, Duties, Rights and Obligations Conferred on Distribution Network Service Providers and Customers under the *Electricity Supply Act*

The *Electricity Supply Act* outlines certain powers, duties, rights and obligations placed upon us and upon you as a *customer* located in our *distribution district*. These are briefly described below:

#### A1.1 General

We must provide *connection services* to your *property* if your *property* is located in our *distribution district* and you apply for them unless the *Electricity Supply Act* or the regulations made under it do not require us to do so. *Connection services* must be provided under a *standard customer connection contract* or a *negotiated customer connection contract*.

The *standard customer connection contract* must comply with the requirements of the *Electricity Supply Act* and may be amended.

#### A1.2 Interruptions for maintenance

We may interrupt electricity supply for inspection, maintenance or safety purposes or for such other purposes as we consider necessary for the safe and efficient operation of our *distribution system*.

#### A1.3 Powers of Entry to Private Land

- We may enter *property* subject to the *authorised person* producing a certificate of authority;
- we are required to give written notice to the owner or occupier prior to entering private land except to read the meter, where the owner or occupier consents, or in an emergency;
- our *authorised persons* may use reasonable force to gain entry to land (except residential buildings) in exercising powers to enter *property* if we specifically authorise them to do so;
- we are required to report the use of force or emergency entry to appropriate persons;
- we may recover the costs of entry for the purpose of making an inspection if work results;
- we must compensate the owner for loss or damage except where the owner has contravened the *Electricity Supply Act* or the *General Regulations* made under it; and
- we cannot exercise a power of entry to a residential building to read the meter except with the consent of the occupant, or with a warrant of entry.

#### A1.4 Offences

It is an offence for you to:

- waste, divert, consume or use electricity except under a customer supply contract;
- steal electricity;

- interfere with electricity works, electricity meters and/or our seals;
- alter or add to an electrical installation so as to cause our meters to read incorrectly without our authorisation;
- obstruct or impersonate an *authorised person*; or
- unlawfully use or charge for electricity.

### **A1.5 Local Court Order**

A Local Court that finds a person guilty of an offence may order:

- the disconnection or discontinuance of *electricity supply* to the *property* to which an offence relates;
- a person to refund any amount paid to the person in relation to electricity which has been unlawfully resold; and
- payment for stolen electricity.

### **A1.6 Customer Consultative Group**

We must appoint a customer consultative group to provide information and advice on matters such as the form and content of our *standard form customer connection contract* and any proposed amendments.

### **A1.7 Appeals and Resolution of Disputes**

You may apply for a review of any decision by us in relation to the *standard form customer connection contract* or you may be able to apply to the *EWON* for a review of a dispute or complaint with us.

## Attachment 2 (Endeavour Energy Statement regarding our charges and invoices)

### Endeavour Energy Statement regarding our charges and invoices

#### A2.1 Introduction

This statement sets out your rights:

- as a *small retail customer* in respect of charges and invoices under our negotiated customer supply contract or standard form customer supply contract (in each case a "**supply contract**") with you. If under this supply contract, we have arranged for the provision of *connection services*, this statement also applies to invoices provided for such services; and/or
- as a customer in respect of charges and invoices under our negotiated customer connection contract (if you are a *small retail customer*) or standard form customer connection contract (in each case a "**connection contract**") with you.

#### A2.2 Variation of charges

Any permitted variation in any charges payable for electricity supplied or *connection services* provided by us under the *negotiated customer supply contract* or the *negotiated customer connection contract* will not have any effect until after we have given you written notice of such details. Any such notice will not operate retrospectively.

Any permitted variation in any charges payable for electricity supplied or *connection services* provided by us under the *standard form customer supply contract* or the *standard form customer connection contract* will not have any effect until:

- a notice of the variation is published in a newspaper which circulates throughout New South Wales or in your area and is placed on our website; or
- notice is served on you, when the variation only affects a particular group of *customers* (including you).

Any such notice will not operate retrospectively.

#### A2.3 Contents of invoices, and related matters

An invoice issued by us to you under the supply contract or connection contract must include the following:

- your name and account number, the address of your *property* we are supplying, your relevant mailing address;
- your National Metering Identifier and checksum, prominently displayed;
- the dates on which the *billing period* began and ended;
- the total charges to be paid by you;
- the charges payable for services provided or arranged by us, distinguishing between:
  - charges in respect of electricity related charges (that is, *connection services* and *electricity supply services*); and
  - charges in respect of other services and goods;
- the date by which the invoice must be paid;

- any arrears and the due date for payment;
- the amount of any credit received;
- any amount deducted, credited or received under:
  - any named Government funded rebate or relief scheme; or
  - any payment plan operated by us;
- the methods by which the invoice may be paid by you;
- the name of, and details of the availability of, any Government funded rebate or relief scheme;
- contact details for our invoice and payment enquiries service and a 24 hour contact phone number for faults and difficulties; and
- information in certain community languages about the availability of interpreter services and telephone numbers for those services.

If requested by you, we will identify in the invoice:

- those components of the charges which are network service charges; and
- the amount of security held by us.

In addition, any invoice issued to you under our supply contract will include:

- the particulars of meter readings for the *billing period*;
- the estimated or measured quantity (in kilowatt hours (kWh)) of electricity supplied;
- particulars of any retail tariff codes and rates of charges applicable to the supply of electricity of each category supplied;
- particulars of the quantity of electricity of each category supplied (or estimated to have been supplied) during the *billing period*;
- particulars of the average daily consumption (in kWh) of all electricity supplied during that *billing period*; and
- particulars of the average daily consumption during the corresponding *billing period* of the previous year (if we sent you an invoice for that *billing period*).

#### **A2.4 Review of invoices and related matters**

You may request a review of any of our invoices issued to you or amounts charged to you under our supply contract. We will conduct a review and will either determine that the invoice or amount is correct or correct the invoice or amount.

#### **A2.5 Correction where you have been undercharged**

If we find that you have been undercharged under our supply contract, then we may recover this amount except if it is in relation to a period which is more than 12 months before we have notified you of our finding.

We will list such undercharged amount separately on your invoice and provide you with an explanation. We will not charge interest on such amounts.

If requested by you, you will be given a period of time to pay the undercharged amount that is at least equal to the period during which the undercharging occurred.

## **A2.6 Correction where you have been overcharged**

If we find that you have been overcharged under our supply contract by more than \$25, we must:

- inform you within 10 *business days* after becoming aware of the overcharging; and
- reimburse you any overcharged amount paid by you in accordance with your instructions; and
- if no instructions are given, credit the amount to you in your next invoice; and
- pay interest on any overcharged amount paid by you at the rate prescribed under section 95(1) of the Supreme Court Act 1970 (or such other rate as is prescribed by applicable *electricity laws* to replace that rate) for payment of interest on a judgment debt.

If we find that you have been overcharged under our supply contract by, and have paid us, an amount of \$25 or less, we must:

- credit the amount in your next invoice; and
- credit interest on that amount at the rate prescribed under section 95(1) of the *Supreme Court Act 1970* (or such other rate as is prescribed by applicable *electricity laws* to replace that rate) for payment of interest on a judgment debt.

## **A2.7 Provision of information about invoices and related matters**

At your request we will provide you with information about:

- the current status of your invoice under our supply contract; and
- meter readings and meter registrations connected with your invoice under our supply contract.

This information will be provided free except that we may charge you for our reasonable costs of collecting and releasing information that relates to meter registration on a half-hourly basis.

## **A2.8 Billing period**

We will issue you an invoice under our supply contract at least once every 3 months.

## **A2.9 Payment of invoices for electricity supply**

The due date for payment of any invoice issued by us under our supply contract will not be less than 12 *business days* after the date on which it is sent out to you.

We will accept payment of amounts owing to us under our supply contract by any of the following payment methods:

- by cash, cheque or credit card at our offices or our agent;
- by post by means of cheque or credit card;
- by telephone by credit card; and
- by direct debit from a cheque, savings or credit card account.



We will not impose any charge in respect of these methods of payment under our supply contract.

If requested by you, we will accept payment in advance for charges under our supply contract with you.

#### **A2.10 How payments are to be applied**

If we supply other goods or services in addition to supply of electricity or the provision of *connection services* under our contract with you, then we must apply any payments received from you firstly towards payment of electricity related charges (that is, *connection services* and electricity supply services), unless otherwise directed by you.

#### **A2.11 Provision of historical billing information**

If requested by you, we will provide you with copies of, or information about, previous invoices issued by us to you under our supply contract. We will do so within a reasonable time of receiving the request.

This information will be provided free of charge except we may impose a reasonable fee for:

- copies of invoices where the *billing period* occurred more than 2 years before your request, or
- the information which has been requested has already been provided to you under this provision within the last 12 months.

We may only provide copies of your invoices, or billing information, under our supply contract to a third party if you have consented in writing to us doing so.

However, we may provide consumption information for the purposes of customer registration, customer transfer, wholesale settlement of payments in the national electricity market or for any other purpose where we are legally required to do so.

#### **A2.12 Meter Testing**

If after a request by you to review your invoice under our supply contract, we find that the invoice is correct, you may request that the meter be tested in accordance with any applicable laws, market operation rules, codes or standards.

We will not be required to test the meter if you refuse to pay us in advance the reasonable costs of the test.

If the meter is found to be inaccurate, we will refund any amount paid in advance and you will not be liable to pay the costs of testing.

#### **A2.13 Calculation of Charges**

If during a *billing period*, there has been an increase in the rates of charges for electricity supplied under our supply contract, the charge for electricity supplied will be calculated as follows:

- the electricity supplied for the whole *billing period* is to be charged at the rate applicable at the end of the *billing period*;
- for each variation that occurred during that *billing period*, an adjustment component (calculated for that part of the *billing period* occurring before the variation) is to be deducted from the charges so calculated.

The adjustment component is to be calculated in accordance with the following formula:

$$A = \frac{d(N-C)}{n}$$

where:

A = the adjustment component;

d = the number of days in the *billing period* during which electricity was supplied,

- in the case of the first or only variation - before the variation took effect; or
- in the case of the second or later variation - after the previous variation took effect and before the second or later variation took effect;

n = the number of days in the *billing period* which electricity was supplied;

N = the amount of the relevant charge for the whole of the *billing period*, calculated at the rate applying at the end of the *billing period*; and

C = the amount of the charge for the whole *billing period* calculated:

- in the case of the first or only variation - at the rate applying before the variation took effect; or
- in the case of a second or later variation - at the rate applying after the previous variation took effect and before the second or later adjustment took effect.

#### **A2.14 Estimation of electricity supplied**

If you are a *small retail customer* on our supply contract and we find that:

- metering equipment has ceased to register or has ceased to register correctly the quantity of or demand for electricity supplied to you; or
- electricity has been supplied to you without passing through metering equipment,

we will estimate the quantity of or demand for electricity supplied for any period of up to 6 months before the meter was last read.

If electricity is supplied by us during a period, or part of a period, for which there is no meter reading, then we will estimate the quantity of or demand for electricity supplied during that time.

You are liable to pay for, or are entitled to be paid a rebate for, the electricity so estimated.

The metering equipment is to be regarded as not registering correctly if (and only if) its error in registration is greater than 2%, either in excess or deficiency.

The estimated invoice is to be based on your historical meter data or, if we do not have that data, the average daily consumption for the same class of customer supplied by us, calculated for the period covered by the invoice.

Interest is not payable on overcharged amounts which are discovered by us when reconciling charges made on the basis of such estimation with actual electricity consumption.

## **A2.15 No Access to Meter**

If you are a *small retail customer* on our supply contract and we, or our representative, are unable to obtain access to metering equipment for the purpose of determining the quantity of electricity supplied, we will ask you to elect:

- to pay an amount estimated in accordance with these provisions and to have that amount reconciled in the next invoice; or
- to pay an amount based on a determination by us after obtaining access to the metering equipment.

### Attachment 3 (Meaning of words)

In this *standard form customer connection contract* words printed *like this* have the following meanings:

**accredited service provider** means a person, other than us, who is chosen by you and has been accredited under Division 2 of Part 10 of the *General Regulation*.

**accredited service provider scheme** means the Electricity Association of NSW Accredited Service Provider scheme or such other accredited service provider scheme of which we are a party from time to time.

**actual start date** means the date we start providing *connection services* to your *property* under this contract.

**authorised person** means a person authorised by us to do anything on our behalf under this contract, including a person appointed by us under section 94 of the *Electricity Supply Act*.

**avoided Customer TUOS usage charges** has the meaning given in clause 6.1.

**billing period** means the period for which we issue an invoice for electricity provided to you.

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

**connection** means the contact between our *distribution system* and an *electrical installation* such as will allow for *electricity supply* between our *distribution system* and the *electrical installation*.

**connection service** has the same meaning as customer connection service under the *Electricity Supply Act* and includes the connection of your *property* to our *distribution system*.

**consequential loss** means any loss or damage suffered by us which is indirect; or which results from some supervening event or special circumstance; or which is by way of loss of revenue, loss of profits or loss of opportunity; or which is not an immediate consequence of the breach or alleged breach by you of this contract; or which is suffered by us as a result of a claim upon us by a third party; or as to the likelihood of which we did not have actual knowledge.

**customer** means the customer to whom this contract applies in respect of a *property* as referred to in clause 1 of this contract, under the heading "Who does this contract apply to?".

**customer supply contract** means a *standard form customer supply contract* or a *negotiated customer supply contract*.

**distribution district** has the same meaning as in the *Electricity Supply Act*.

**distribution network service provider** has the same meaning as in the *Electricity Supply Act*.

**distribution system** has the same meaning as in the *Electricity Supply Act*.

**distribution system costs** has the meaning given in clause 3.

**electrical installation** has the same meaning as in the *Electricity Supply Act*.

**electricity equipment** means such of the following equipment as is located on, under, or above the land comprising your *property*, namely:

- electricity power lines (including both overhead lines and underground cables and service lines) which under normal conditions operate at 1000 volts or less;
- associated electricity equipment and electricity structures such as power poles, current and voltage transformers, switchgear, relay equipment, supports for overhead services, service fuses, service fuse carriers, service neutral links and enclosures for any such equipment; and

- *generating systems*,

used for the purpose of generating or conveying electricity or controlling the conveyance of electricity to or from your *supply point*, but excludes:

- any *electrical installation*;
- any power transformers and associated equipment; and
- any other equipment which we advise from time to time does not form part of the *electricity equipment* under this contract or contracts of this type.

**electricity laws** means the *Electricity Supply Act*, the *General Regulation*, the Electricity Safety Act 1945 of New South Wales, the National Electricity Law, our *distribution network service provider's licence*, any other laws including legal binding determinations, orders and other similar pronouncements relating to our *distribution system*, the provision of *connection services* and the distribution of electricity.

**Electricity Supply Act** means the Electricity Supply Act 1995 of New South Wales.

**electricity supply** means the supply of electricity by means of a *transmission system* or *distribution system* and the supply of related goods and services under a *customer supply contract*.

**electricity works** means any electricity power lines or associated equipment or electricity structures that form part of a *transmission system* or *distribution system*.

**Endeavour Energy distribution district** means the *distribution district* for Endeavour Energy.

**Endeavour Energy Procedures for Customer Complaints, Appeals and Disputes** means at any time the latest version of our published procedures for customer complaints, appeals and disputes.

**Endeavour Energy Statement regarding our Charges and Invoices** means at any time the latest version of our published statement regarding charges and invoices as set out in Attachment 2.

**exempt last resort arrangement** has the same meaning as in the *General Regulation*.

**exempt person** means a person who:

- owns or controls a *distribution system* and who is exempt by regulation from the operation of section 13 of the *Electricity Supply Act*; or
- has arrangements for the supply of electricity which are exempt by regulation from the operation of section 98 of the *Electricity Supply Act*, due to the electricity being generated by means of one or more *generating systems* specified in the regulation.

**EWON** means the Energy and Water Ombudsman (New South Wales) approved under section 96B of the *Electricity Supply Act*.

**existing customer** means a person whose *property* as at 30 June 2003 is connected to our *distribution system* and who is being provided with *connection services* and other goods and services under our *standard form customer connection contract*.

**General Regulation** means the Electricity Supply (General) Regulation 2001 of New South Wales.

**generating system** has the same meaning as in the *Electricity Supply Act*.

**government taxes** means any sales taxes, greenhouse gas taxes, carbon taxes, production and energy taxes, goods and services tax and any tax, levy, impost, deduction, charge,

withholding or duty of similar purpose or effect imposed or passed on to us directly or indirectly in connection with supplying electricity.

**GST** means a goods and services tax or similar tax.

**high voltage customers** means any *customer* who takes *electricity supply* at 11,000 volts or above.

**interest rate** means the rate at which interest may be charged on a judgement debt prescribed under section 95(1) of the Supreme Court Act 1970 (NSW) (or such other rate as is prescribed by applicable *electricity laws* to replace that rate) or such lesser rate as Endeavour Energy advises the customer from time to time in writing.

**last resort supply arrangements** has the same meaning as in the *General Regulation*.

**Market and System Operator** means the body that administers the market for wholesale trading in electricity in the National Electricity Market.

**maximum export flow** means 10kW per phase, being the maximum capacity of electricity power which can be exported from a *generating system* supplied with *connection services* under this contract out to the *distribution system* at a *supply point*.

**meter reader** means a person authorised to read your meter under this contract.

**metering services** includes the installation and maintenance of metering equipment at your *property* and collection and processing of the metering data in accordance with the *electricity laws* and our requirements.

**negotiated customer connection contract** means a contract entered into under Division 3 of Part 3 of the *Electricity Supply Act*.

**negotiated customer supply contract** means a contract entered into under Division 2 of Part 4 of the *Electricity Supply Act*.

**network operator** means the local electricity distributor for the *supply point*.

**Network Price List** means our document which describes the prices and charges for connection and related services and provides an explanation to assist customers' understanding of pricing structures

**network use of system services** means the service of us making available to a *Registered Participant* or a *retail supplier*, and operating for or on behalf of a *Registered Participant* or *retail supplier*, for our *distribution system* to convey electricity to the *property* of a *customer*.

**new connection service** means *connection services* that are provided under a *standard form customer connection contract* in respect of the following properties owned and occupied by a *small retail customer*.

- properties that have never been connected to a *distribution system*; and
- properties that have previously been connected to a *distribution system* but have no current connection to a *distribution system* because of action taken other than at a customer's request.

**new customer** means a person who makes application to us for their *property* to be provided with *connection services* under our *standard form customer connection contract*.

**new occupant supply arrangement** has the same meaning as in the *General Regulation*.

**proceeding** means any legal or administrative claim, action, demand or proceeding (whether they be civil or criminal in nature).

**property** means the property for *electricity supply* owned or occupied by the *customer*, or if more than one property for *electricity supply* is owned or occupied by the *customer*, then unless the context otherwise requires, a reference to *property* means each of the properties individually (not collectively) as may be varied under this contract.

**recognised codes and recognised documents** means a code or document approved in writing by the Director-General of 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** has the same meaning as in the National Electricity (NSW) Law.

**related company** means, in relation to a company, a body corporate that is related to that company, by virtue of section 50 of the Corporations Act.

**required services** means:

- any goods or service provided for the purpose of complying with Division 4 of Part 3 of the *Electricity Supply Act*; and
- any goods or services comprising work relating to an extension of our *distribution system* or an increase in the capacity of our *distribution system*.

**retail supplier** has the same meaning as in the *Electricity Supply Act*.

**retailer of last resort** means a retail supplier to whose retail supplier's licence is attached a retailer of last resort endorsement as provided in clause 57 of the *General Regulations*.

**rules and standards** means the rules and standards applied to *electrical installations*, equipment, *electricity meters*, *electricity works* and things including:

- the New South Wales Electricity Service and Installation Rules;
- Code of Practice for Electricity Transmission and Distribution Asset Management;
- Code of Practice for Installation and Safety Management;
- Code of Practice for Service and Installation Rules;
- Code of Practice for Contestable Works;
- Endeavour Energy Network Management Plan;
- Endeavour Energy Customer Installation Safety Plan;
- Endeavour Energy Local Service and Installation Rules as in force from time to time;
- Endeavour Energy Network Connection Policy;
- Endeavour Energy Customer Service Standards for connection customers;
- AS/NZS 3000 Electrical Installations - Buildings, structures and premises (SAA Wiring Rules);
- AS/NZS 3017:2001: Electrical Installations - Testing Guidelines;
- AS/NZS 4777 Grid Connection of Energy Systems via Inverters;
- Endeavour Energy Bush Fire Management Plan; and
- any other reasonable requirements that we impose from time to time.

**security** means cash or parent company guarantee or letter of credit required by us from you under clause 10 for amounts owed by you to us under this contract.

**small retail customer** has the same meaning as in section 92 of the *Electricity Supply Act*, which includes a customer that consumes or is expected to consume electricity at their premises at the rate of less than 160MWh per year.

**standard billing period** means the *billing period* of general application to a customer category, generally being:

- for domestic customers - 60 or 90 days; and
- for non-domestic customers - 60 or 90 days, or if you consume more than 15,000 kWh per month and you agree to be billed more frequently, 30 days.

We may select the standard billing period applicable to your account.

**standard form customer connection contract** has the same meaning as in the *Electricity Supply Act*.

**standard form customer supply contract** has the same meaning as in the *Electricity Supply Act*.

**supply period** means the period from and including the *actual start date* to and including the *end date*.

**supply point** means the point at which our *distribution system* connects to the *electrical installation* at your *property* as nominated by us. This is commonly at the point where *electricity works* first attach to a building (or other structure) on the *property* and beyond which point there is an electrical switchboard, metering equipment and other *electrical installations*.

**transmission system** means any electricity power lines and associated equipment and electricity structures that are a transmission system by virtue of an order in force under section 93 of the *Electricity Supply Act*.

**wholesale market access regime** has the same meaning as in the *Electricity Supply Act*.

A reference to:

- any **thing** includes the whole and each part of it;
- a **document** includes any variation or replacement of it;
- **law** means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- the words **including, such as** or **for example** when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- the word **person** includes an individual, a firm, a body corporate, an unincorporated association or an authority; and
- the **singular** includes the plural and vice versa.

Any discretion that we have under this contract will be exercised by us on reasonable grounds.