

**SUPPLEMENTARY GAZETTE**



**THE SOUTH AUSTRALIAN  
GOVERNMENT GAZETTE**

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**PUBLISHED BY AUTHORITY**

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**ALL PUBLIC ACTS appearing in this GAZETTE are to be considered official, and obeyed as such**

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ADELAIDE, MONDAY, 11 OCTOBER 1999

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**ELECTRICITY ACT 1996**

## REVOCATION OF NOTICE OF PRICES FOR NETWORK SERVICES

NOTICE is hereby given that the Pricing Regulator has, pursuant to section 35A (2) (c) of the *Electricity Act 1996* (SA), and in accordance with the following term of the notices in the *Gazette* on 17 December 1998 and 27 May 1999:

‘The Pricing Regulator may vary or revoke this Notice by publishing a subsequent notice in the *Gazette* if, at any stage of the process being undertaken by the South Australian Government for the review and rationalisation of the State’s electricity assets and the reform of the State’s electricity supply industry, the Pricing Regulator determines that it is desirable to alter the prices for network services set by this Notice’

determined that both the Notice of Prices for Network Services dated 26 May 1999 and the Notice of Prices for Network Services dated 15 December 1998 shall be revoked, such revocation to take effect on 11 October 1999.

Dated 11 October 1999.

ROB KERIN, Pricing Regulator

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## ELECTRICITY ACT 1996

### NOTICE OF THE MAKING OF AN ELECTRICITY PRICING ORDER PURSUANT TO SECTION 35B

NOTICE is hereby given that the Treasurer has, pursuant to section 35B of the *Electricity Act 1996 (SA)*, issued an electricity pricing order. The electricity pricing order takes effect on 11 October 1999.

A brief description of the nature and effect of the Electricity Pricing Order (EPO) is set out below:

#### *Transmission Services*

The EPO applies in relation to transmission services from 11 October 1999 to 31 December 2002 (or such later date as a new price determination in relation to transmission services is made). The EPO applies to ETSA Transmission Corporation (and any successor body) and may also be made to apply to other transmission entities.

The EPO regulates the transmission tariffs that may be charged for certain transmission services which are referred to as prescribed transmission services. The EPO effectively provides that the transmission tariffs that were current immediately prior to the date the EPO takes effect will continue to apply until 30 June 2000. It also specifies new transmission tariffs that will apply with effect from 1 July 2000 and regulates the manner in which those tariffs may be altered during the period the EPO applies to transmission services. The EPO regulates the maximum average annual revenue (\$/kW of maximum demand) that ETSA Transmission Corporation may earn from providing prescribed transmission services. For each year after the year ending 30 June 2001, this maximum average revenue may increase by CPI-X (subject to certain adjustments). The transmission tariffs are also subject to a rebalancing control so that, within the revenue control parameters, the annual increase in the price of an individual tariff component cannot exceed CPI+Y (subject to certain adjustments).

In addition, the EPO regulates the charges for certain other transmission services which are referred to as excluded transmission services. These services must be charged for on a fair and reasonable basis.

#### *Distribution Services*

The EPO applies in relation to distribution services from 11 October 1999 to 30 June 2005 (or such later date as a new price determination in relation to distribution services is made). However, the Independent Industry Regulator may make a price determination under the National Electricity Code in respect of distribution services prior to 30 June 2005 if there has been a material change in circumstances as a result of a change in the National Electricity Code since 11 October 1999 such that the operation of the EPO in respect of distribution services would no longer meet the objectives of a distribution service pricing regulatory regime as set out in the National Electricity Code. The EPO applies to ETSA Utilities Pty Limited (ACN 082 711 895) (and any successor body) and may also be made to apply to other distribution entities.

The EPO regulates the distribution tariffs that may be charged for certain distribution services which are referred to as prescribed distribution services. The EPO effectively provides that the distribution tariffs that were current immediately prior to the date the EPO takes effect will continue to apply until 30 June 2000. It also specifies new distribution tariffs that will apply with effect from 1 July 2000 and regulates the manner in which those tariffs may be altered during the period the EPO applies to distribution services. The EPO regulates the maximum average annual revenue (\$/MWh of electricity distributed) that ETSA Utilities Pty Limited may earn from providing prescribed distribution services. For each year after the year ending 30 June 2001, this maximum average revenue may increase by CPI-X (subject to certain adjustments). The distribution tariffs are also subject to a rebalancing control so that, within the revenue control parameters, the annual increase in the price of an individual tariff component cannot exceed CPI+Y (subject to certain adjustments).

In addition, the EPO regulates the charges for certain other distribution services which are referred to as excluded distribution services. These services must be charged for on a fair and reasonable basis.

#### *Retail Tariffs*

The EPO regulates the retail tariffs that may be charged by ETSA Power Pty Limited (ACN 082 928 701) (and any successor body) to non-contestable customers and grace period customers.

Non-contestable customers are those customers that have not yet become contestable in accordance with the Electricity (General) Regulations 1997. All customers are scheduled to become contestable by 1 January 2003. Grace period customers are customers that have become contestable but that may elect to continue to be supplied at a regulated tariff until 30 June 2001.

The EPO effectively provides that the non-contestable tariffs and grace period tariffs that were current immediately prior to the date the EPO takes effect will continue to apply until 30 June 2000. It also specifies new non-contestable tariffs and grace period tariffs that will apply with effect from 1 July 2000 and regulates the manner in which the non-contestable tariffs may be altered during the period the EPO applies to those non-contestable tariffs.

In addition, the EPO provides for the regulation of the charges that may be made for certain services which are referred to as excluded retail services. These services must be charged for on a fair and reasonable basis.

#### *Country Equalisation Scheme*

Once all customers have become contestable on 1 January 2003, the EPO will regulate the amount that can be charged by any retailer to a small country customer. This amount must not be more than 101.7% of the amount charged to an equivalent small city customer. For these purposes, a small customer is a customer with electricity consumption levels (in respect of a single site) of less than 160MWh per year.

A copy of each of these codes may be inspected and/or purchased from Information SA, Ground Floor Australis Building, 77 Grenfell Street, Adelaide. Queries may be directed to the Office of the SA Independent Industry Regulator on (08) 8463 4444.

Dated 11 October 1999.

ROB LUCAS, Treasurer

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## INDEPENDENT INDUSTRY REGULATOR ACT 1999

### NOTICE OF MAKING OF CODES

NOTICE is hereby given that the Independent Industry Regulator has, pursuant to section 23 of the *Independent Industry Regulator Act 1999 (SA)*, made the following codes (each of which such codes takes effect on 11 October 1999):

**Retail Code**—the Retail Code applies to the holders of licences under the *Electricity Act 1996 (SA)* that authorise the retailing of electricity and that are issued on or after 11 October 1999. It regulates the terms on which a retailer may sell electricity to non-contestable customers and certain contestable customers. The code also provides for a standard customer sale contract for these customers, which may be departed from only in the circumstances provided in the code.

**Distribution Code**—the Distribution Code applies to the holders of licences under the *Electricity Act 1996 (SA)* that authorise the operation of a distribution network or the generation of electricity and that are issued on or after 11 October 1999. It regulates the terms on which a distributor may connect customers to its distribution network and supply electricity to those customers. The code also provides for a standard connection and supply contract for these customers, which may be departed from only in the circumstances provided in the code. In addition, the code contains provisions relating to the connection of embedded generators, provisions relating to the augmentation and extension of the distribution network, and a performance incentive scheme that is based on service standards set out in the code.

**Transmission Code**—the Transmission Code applies to the holders of licences under the *Electricity Act 1996 (SA)* that authorise the operation of a transmission or distribution network, the generation of electricity or system control over a power system and that are issued on or after 11 October 1999. It sets out the obligations that a transmission entity must comply with in operating and maintaining its transmission system as well as the service standards that must be met by the entity. The code provides for a performance incentive scheme, based on service standards set out in the code.

**Metering Code**—the Metering Code applies to the holders of licences under the *Electricity Act 1996 (SA)* that authorise the operation of a distribution network, the generation of electricity or the retailing of electricity and that are issued on or after 11 October 1999. It regulates the installation, maintenance and testing of meters for first tier customers, and contains additional provisions relating to second tier customers (to supplement the National Electricity Code). The code also contains some provisions that relate to non-market generators.

A copy of each of these codes may be inspected and/or purchased from Information SA, Ground Floor Australis Building, 77 Grenfell Street, Adelaide. Queries may be directed to the Office of the SA Independent Industry Regulator on (08) 8463 4444.

Dated 11 October 1999.

ROB LUCAS, Treasurer, Acting in the Office of the Independent Industry Regulator under section 9 of the *Independent Industry Regulator Act 1999 (SA)*

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**NOTICE** is given that these standard terms and conditions governing the sale of electricity by ETSA Power Pty Ltd (ACN 082 928 701) are published in accordance with section 36(2) of the South Australian *Electricity Act 1996*.

## CUSTOMER SALE CONTRACT

(Standard form)

*Please note: This contract is about the sale of electricity to you as a customer at your current supply address. It does not deal with how that electricity is supplied to your supply address. You have a separate contract with the distributor dealing with the connection of your supply address to the distribution network, and the supply of electricity to your supply address.*

*These standard terms and conditions are published in accordance with section 36 of the South Australian Electricity Act 1996 (the "Act"). These standard terms and conditions will come into force on 11 October 1999 and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.*

### 1. THE PARTIES

This contract is between:

**ETSA Power Pty Ltd (ACN 082 928 701)** of 1 Anzac Highway, Keswick, South Australia 5035 (referred to in this agreement as *we, our or us*); and

You, the customer as defined in the Act and to whom this contract applies (referred to in this contract as *you or your*).

### 2. DEFINITIONS

Words appearing in bold type like *this* have the following meaning:

<b><i>billing cycle:</i></b>	means the period covered by each bill.
<b><i>connection and supply contract:</i></b>	means the contract you have with your <b><i>distributor</i></b> to connect and supply electricity to your <b><i>supply address</i></b> .
<b><i>distributor:</i></b>	means the person who operates the distribution network to which your <b><i>supply address</i></b> is connected.
<b><i>Independent Regulator:</i></b>	means the Independent Regulator under the <i>Independent Industry Regulator Act 1999</i> , who regulates the electricity supply industry.
<b><i>price list:</i></b>	means our list of current tariffs and charges issued from time to time.
<b><i>Retail Code:</i></b>	means the code issued by the <b><i>Independent Regulator</i></b> relating to the sale of electricity to certain customers, including you.
<b><i>security deposit:</i></b>	means the deposit (either by cash, bank guarantee or other form) that you may be required to give.

*supply address*:

means:

- (a) the address for which you are buying electricity, if you have only one connection point at that address; or
- (b) only those connection points through which you buy electricity from us, where you have more than one connection point at the address.

### 3. DOES THIS DOCUMENT APPLY TO YOU?

This document applies to you if:

- (a) the law does not give you a choice as to whether you buy electricity from us (because you are not yet contestable in accordance with the contestability timetable); or
- (b) you do have a choice and you purchase, or are likely to purchase, less than 30 MWh of electricity per annum at your *supply address*, and have chosen to buy (or continue to buy) electricity from us,

and, in either case, you have not agreed to different terms and conditions with us.

### 4. TERM OF THIS CONTRACT

#### 4.1 When does this contract start?

If we already sell electricity to you at your *supply address*, this contract will start on the day this document comes into force, as stated above. This contract will take over from our previous arrangement to sell electricity to you.

Otherwise, this contract will start in relation to your *supply address* when you first start using electricity at a *supply address*.

#### 4.2 When does this contract end?

This contract will end:

- (a) on the day that you nominate you want to stop purchasing electricity from us for your *supply address*, as long as you give us not less than 3 business days notice and comply with clause 17; or
- (b) when we arrange for the disconnection of your *supply address* under clause 15 of this contract; or
- (c) 30 days after we give you notice that we will no longer be selling electricity to you at your *supply address*, provided we are not obliged by our licence to sell electricity to you.

### 5. SCOPE OF THIS CONTRACT

#### 5.1 What is covered by this contract?

This contract applies only to the sale of electricity to you at your *supply address*. We agree to sell to you electricity supplied to your *supply address* (by your *distributor*) and perform the other obligations set out in this contract.

In return, you are required to pay the amount billed by us under clause 10 of this contract, and perform your obligations under this contract.

## 5.2 What is not covered by this contract

We do not operate the electricity network to which your *supply address* is connected. This is the role of your *distributor*.

You have a separate *connection and supply contract* with your *distributor*. Your *distributor* is responsible for:

- (a) the connection of your *supply address* to the electricity network;
- (b) the maintenance of that connection;
- (c) the supply of electricity to your *supply address*; and
- (d) the quality and other characteristics of electricity.

Unless you negotiate a different arrangement with your *distributor*, your *connection and supply contract* will automatically come in place by operation of law.

## 5.3 Quality of electricity supplied to your supply address

We cannot regulate the quality or reliability of electricity supplied to your *supply address*. You should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the *supply address*;
- (b) whether your *supply address* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of the electricity network; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

## 6. YOU MUST SATISFY OUR PRE-CONDITIONS (IF ANY)

### 6.1 Application

When you apply for an account with us for the sale of electricity or start using electricity at your *supply address* we may require you to satisfy some pre-conditions, which are set out in the *Retail Code*. We will explain any pre-conditions that may apply to you when you apply for an account with us.

### 6.2 Connection

In particular, if:

- (a) your *supply address* is not already connected to an electricity network;
- (b) your existing connection or associated equipment requires modification or upgrading,

you will need to make arrangements with your *distributor* about your connection. In some cases, we can arrange for these things on your behalf.

## 7. OUR LIABILITY

### 7.1 How this clause operates with the Trade Practices Act etc.

The *Trade Practices Act 1974 (Cth)* and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract. In particular, we make no representation, and give no warranty, that our obligations will not be affected by a Year 2000 event.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your *supply address*; or
- (b) paying you the cost of replacing the goods or services concerned, or acquiring equivalent goods or services.

### 7.2 Not liable

So far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence, any Year 2000 event, or otherwise), because of the electricity we sell to you under this contract.

In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure of electricity supply, or there is a defect in the electricity supplied (however caused); or
- (b) some characteristic of the electricity (for example, voltage or frequency) makes it unsuitable for some purpose.

### 7.3 Definition of Year 2000 event

In this clause 7, “Year 2000 event” means any failure of equipment or information technology (including computer software, computer hardware, embedded integrated circuits, and data stored in an electronic form) used by us, or the information technology of any person on whom we are relying directly or indirectly (for example, in relation to the provision of goods or services), to provide full functionality and operate without adverse effect with respect to all dates before, during and after 1 January 2000.

## 8. APPOINTMENTS

We will do our best to be on time for any appointment with you. Unless due to circumstances beyond our reasonable control, if we are more than 15 minutes late we will credit your next bill with \$20 (including GST) and phone you to apologise.

## 9. PRICE FOR ELECTRICITY AND OTHER SERVICES

### 9.1 What are our tariffs and charges?

Our current tariffs and charges for the electricity and other services are set out in the *price list*. Some of the tariffs and charges are regulated by law.

Sometimes our tariffs or charges will be stated as a single amount that includes amounts due to your *distributor* under your *connection and supply contract*. This will happen, for example, where you are a non-contestable customer. Other times, the amounts due to your *distributor* may be stated separately.

### 9.2 Which tariff applies to you?

Our *price list* explains the conditions that need to be satisfied for each tariff and charge.

If, at the time this contract is published in the *Gazette*, you are already purchasing electricity from us at a *supply address*, the tariff and other charges currently applying to you at that *supply address* will continue to apply, until we inform you in accordance with clause 9.3.

If you are not already purchasing electricity from us at a *supply address*, or you have changed your *supply address* at any time, the tariff and other charges applying to you at your new *supply address* will be:

- (a) as set by the Electricity Pricing Order issued by the Treasurer, where it applies;
- (b) in any other case, as set out in our *price list*.

In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

### 9.3 Variations to the customer's tariffs and charges

We can vary our tariffs and charges in accordance with the Electricity Pricing Order, and we will notify you of these changes. Where the Electricity Pricing Order does not apply, we may vary our tariffs and charges by giving you at least 30 days prior notice in writing.

If the conditions applying to our tariffs and charges change so that your previous tariff and charges no longer apply to you at your *supply address*, we can decide which tariffs and charges will apply.

### 9.4 Switching tariffs

You must tell us if your circumstances relating to your eligibility for a tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

### 9.5 Changes to the tariff rates and charges during a billing cycle

If a tariff rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

### 9.6 Changes to the tariff type during a billing cycle

If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

#### 9.7 Pass through of taxes and other charges

Some of our tariffs and charges are regulated by the *Independent Regulator*. In some cases we can pass through to you certain taxes and other charges in accordance with the *Independent Regulator's* requirements. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

#### 9.8 GST

Certain amounts in this contract are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in our *price list* from time to time; and
- (b) the amount specified in clause 8.

Apart from these amounts, there may be other amounts paid by you or by us under this contract that are payments for "taxable supplies" as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the *Trade Practices Act 1974*.

### 10. BILLING

#### 10.1 When bills are sent

We will send a bill to you as soon as possible after the end of each *billing cycle*.

#### 10.2 Payments to the distributor

We will arrange for one bill to be sent to you for each *billing cycle* covering tariffs and charges due to us and those tariffs and charges due to your *distributor* under your *connection and supply contract*. We will arrange for payment to the *distributor*.

#### 10.3 Calculating the bill

We will calculate at the end of each *billing cycle*:

- (a) the bill for electricity sold during that *billing cycle* (using information obtained from reading your meter or using an approved estimating system); and
- (b) the amount for any other services supplied under this contract during the *billing cycle*.

The bill will also include amounts due to the *distributor* under your *connection and supply contract*.

#### 10.4 Estimating the electricity usage

If we have an approved estimating system or we are unable to read your meter for any reason (for example, if we are unable to gain access to the meter, or the meter breaks down or is faulty), we can estimate how much electricity was purchased from us at your *supply address* by using other information (such as your previous bills or your electricity usage history).

When we subsequently read your meter, the bill will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the reading of the meter.

If we are unable to read the meter due to your actions, we can bill you the charge in the *price list* for returning to your *supply address* to read the meter.

#### **10.5 How bills are issued**

We must send a bill:

- (a) to you at the address or email address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

#### **10.6 Contents of a bill**

The bill will be in a form and contain such information as is required by the *Retail Code*.

### **11. PAYING YOUR BILL**

#### **11.1 What you have to pay**

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

#### **11.2 How the bill is paid**

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (eg where a cheque or credit card payment is not honoured), and we incur a cost as a result, you must reimburse us that cost.

#### **11.3 Late payments**

If you do not pay your bill on time, we may require you to pay our reasonable costs of recovering that amount from you. You may also be required to pay interest on the outstanding amount as set out in the *price list*.

This clause does not affect our right to arrange for your *supply address* to be disconnected under clause 15 of this contract.

#### **11.4 Difficulties in paying**

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Retail Code*.

## 12. METER

You must allow us safe and convenient access to your *supply address* for the purposes of reading the meter.

## 13. OVERCHARGING AND UNDERCHARGING

### 13.1 Undercharging

We may recover from you any amount you have been undercharged.

Where you have been undercharged as a result of our error or the *distributor's* error, we can only recover the amount undercharged in the 12 months prior to your last bill. You may ask us to allow you to pay this amount in instalments over the same period of time during which you were undercharged.

### 13.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Retail Code* for repaying the money. Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill. Where the amount overcharged is more than \$100, and you have already paid that amount, we must repay the amount to you or to another person, as directed by you.

### 13.3 Reviewing your bill

If you disagree with the amount you have been charged, you can ask us to review your bill. The review will be undertaken in accordance with the requirements of the *Retail Code*.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

## 14. SECURITY DEPOSITS

### 14.1 Interest on security deposits

Where you have paid a *security deposit*, we must pay you interest on the deposit at a rate and on terms required by the *Retail Code*.

### 14.2 Use of a security deposit

We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract or under your *connection and supply contract* with your *distributor*.

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your *supply address*; or
- (b) in relation to a final bill (ie. the bill we issue when you stop buying electricity from us at your *supply address*).

### 14.3 Business customers

If you are purchasing electricity for business use, we may request that you increase the amount of your *security deposit* in accordance with the *Retail Code*.

## 15. DISCONNECTION OF SUPPLY

### 15.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the *Retail Code*, we can arrange for the disconnection of your *supply address* if:

- (a) you do not pay your bill by the last day for payment and, in the case of residential customers, you refuse to agree to an instalment plan or payment option offered by us;
- (b) you fail to comply with the terms of an agreed instalment plan or payment option;
- (c) you use electricity illegally or breach clause 18 of this contract;
- (d) we are otherwise entitled or required to do so under the *Retail Code* or by law.

You should be aware that there are other circumstances in which your *distributor* can arrange for disconnection under your *connection and supply contract*, such as in cases of emergency or for safety reasons. These are detailed in your *connection and supply contract*.

### 15.2 Comply with the Retail Code

We must comply with the provisions of the *Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

## 16. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your *supply address* and you pay to us all of our and the *distributor's* reconnection charges in advance, we will arrange for the reconnection of your *supply address*. We may refuse to arrange reconnection if we are allowed to do so under the *Retail Code* (such as where the circumstances leading to your disconnection have not been fixed).

## 17. VACATING A SUPPLY ADDRESS

You must give us at least 3 business days notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill. When we receive the notice, we must read the meter on the date specified in your notice (or as soon as possible after that date if you do not give us access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice. If you do not give us the required notice, or if you do not give us access to your meter, you will be responsible for all electricity purchased at the *supply address* until:

- (a) we become aware that you have vacated your *supply address* and we read your meter; or
- (b) you give us the required notice; or

- (c) someone else enters into a contract with us or another retailer and commences to purchase electricity at the *supply address*.

## 18. USE OF ELECTRICITY AND ILLEGAL USE

### 18.1 Use of electricity

You must not:

- (a) allow electricity purchased from us to be used other than at the *supply address* and in accordance with this contract or the *Retail Code*;
- (b) use at the *supply address* electricity purchased for use at another address;
- (c) sell electricity to any other person except in accordance with a *licence* issued by the *Independent Regulator* or with an exemption granted under the *Electricity Act 1996*;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow electricity supplied to the *supply address* to bypass the meter;
- (f) give us false information about which tariffs and charges should apply to you; or
- (g) use electricity sold under a specific tariff to be used for a purpose other than as contemplated by that tariff.

### 18.2 Illegal use

Where you have breached clause 18.1 of this contract, we may, in accordance with the *Retail Code*:

- (a) estimate the amount of the electricity so obtained and bill you for that amount;
- (b) recover that amount from you, as well as costs and interest; and
- (c) request your *distributor* to disconnect your *supply address* immediately.

## 19. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the *Electricity Act* and the *Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

## 20. WE CAN AMEND THIS CONTRACT

We can amend our contract with you at any time in accordance with section 36 of the *Electricity Act*, provided the amendments satisfy the requirements of the *Retail Code*, any special conditions to this contract and our licence. Any amendment will take effect from the date referred to in the *Gazette*.

## 21. NOTICES

Unless this document or the *Retail Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at the address at which you buy electricity from us or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second business day after it was sent.

## 22. PRIVACY AND CONFIDENTIALITY

### 22.1 Privacy of information

Subject to clause 22.2 of this contract we must keep your information about you confidential.

**22.2 Disclosure**

We may, however, disclose information about you:

- (a) if required by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *distributor* or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing.

**23. QUERIES AND COMPLAINTS**

If you have a query or a complaint relating to the sale of electricity by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

<b>By Phone:</b>	
Residential Customer Services (8am-6pm Business Days)	<b>13 13 77</b>
Business Customer Services (8am-6pm Business Days)	<b>1300 650 013</b>
Feedback Line:	<b>1800 652 442</b>
<b>By Facsimile:</b>	<b>(08) 8404 5808</b>
<b>By Letter:</b>	<b>ETSA Power Pty Ltd GPO Box 77 Adelaide SA 5001</b>
<b>By the Internet:</b>	<a href="http://www.etsapower.com.au">www.etsapower.com.au</a>
<b>By Email:</b>	CustomerService@etsa.com.au
<b>Interpreter Service:</b>	
Need an Interpreter? Please call	<b>13 14 50</b>

**24. APPLICABLE LAW**

The laws of South Australia govern this contract.

**SPECIAL CONDITIONS FOR ETSA POWER PTY LIMITED**

The following provisions apply only to *grace period customers* of ETSA Power Pty Limited during the *grace period*.

**CONTINUE TO SELL TO CONTESTABLE CUSTOMERS****A.1 Definitions**

For the purpose of these special conditions, words appearing in bold type like *this* have the following meaning:

*Act* means the *Electricity Act 1996*.

<i>contestable customer</i>	has the meaning given to that term in the <i>Act</i> , namely customers who are entitled to choose who they buy their electricity from.
<i>grace period</i>	means, in relation to a <i>grace period customer</i> , the period starting on the day that customer becomes contestable and ending on 30 June 2001.
<i>grace period customer</i>	means a <i>contestable customer</i> of ETSA Power Pty Limited who, for a particular <i>supply address</i> :  (a) was a <i>non-contestable customer</i> of ETSA Power Pty Limited; and  (b) has not agreed to tariffs and charges different to the <i>grace period tariffs</i> .
<i>grace period tariffs</i>	means the tariffs and charges listed in the Electricity Pricing Order published under section 35B of the <i>Act</i> , that are expressed to apply to <i>grace period customers</i> .
<i>non-contestable customer</i>	has the meaning given in the <i>Act</i> , namely customers who are not entitled to choose who they buy their electricity from.

## A.2 Application

Notwithstanding clause 3 of the contract, this contract will apply to you if you are a *grace period customer* and you have not agreed to different terms and conditions with us.

## A.3 Continue to sell

We will not, during your *grace period*:

- (a) unilaterally alter the terms of this contract under section 36 of the *Act*, without the prior written approval of the *Independent Regulator*; or
- (b) terminate this contract under clause 4.2(c).

**NOTICE** is given that these standard terms and conditions governing the connection and supply of electricity by ETSA Utilities Pty Ltd (ACN 082 711 895) are published in accordance with section 36(2) of the South Australian *Electricity Act 1996*.

## CONNECTION AND SUPPLY CONTRACT

(Standard Form)

*Please note: This contract sets out the terms on which we connect your supply address to our electricity distribution network, maintain that connection and supply your supply address with electricity. This contract does not deal with the sale of electricity to you at your supply address. The sale of electricity to you at your supply address is dealt with in a separate contract between you and your retailer.*

*These standard terms and conditions are published in accordance with section 36 of the South Australian Electricity Act 1996 (the "Act"). These standard terms and conditions will come into force on 11 October 1999 and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.*

### 1. THE PARTIES

This contract is between:

**ETSA Utilities Pty Ltd (ACN 082 711 895)** of 1 Anzac Highway Keswick, South Australia 5035 (referred to in this contract as **we, our, or us**); and

You, the customer as defined in the Act and to whom this contract applies (referred to in this contract as **you or your**).

### 2. DEFINITIONS

Words appearing in bold type like *this* have the following meaning:

***billing cycle:*** means the period covered by each bill.

***connection and supply services:*** means:

(a) either or both of the following:

(i) connecting your ***supply address*** to our distribution network; or

(ii) increasing the maximum capacity of any existing connection between your ***supply address*** and our distribution network; and

(b) maintaining our network to ensure that electricity will flow through our network to your ***supply address***.

***customer sale contract:*** means the contract you have with your ***retailer*** for the sale of electricity to you at your ***supply address***.

<b><i>Distribution Code:</i></b>	means the code issued by the <b><i>Independent Regulator</i></b> , relating to the connection to, and supply of electricity from, our distribution network.
<b><i>Independent Regulator:</i></b>	means the Independent Regulator under the <b><i>Independent Industry Regulator Act 1999</i></b> , who regulates the electricity supply industry.
<b><i>price list:</i></b>	means our list of current tariffs and charges issued from time to time.
<b><i>supply address:</i></b>	means the address at which we supply you with electricity.
<b><i>supply point:</i></b>	means each point at which your electrical installation is connected to our distribution network.
<b><i>retailer:</i></b>	means the person who is contracted to sell you electricity at your <b><i>supply address</i></b> .

### 3. DOES THIS CONTRACT APPLY TO YOU?

This document applies to you if your ***supply address*** is connected or becomes connected to our distribution network and, in either case, you have not agreed to different terms and conditions with us.

### 4. TERM OF THIS CONTRACT

#### 4.1 *When does this contract start?*

If your ***supply address*** is already connected to our distribution network, this contract will start on the day this document comes into force, as stated above. This contract will take over our previous arrangement with you for ***connection and supply services***.

If you apply for connection or commence using electricity at a new ***supply address*** after the day this document is published in the *South Australian Government Gazette*, this contract will start on the day your new ***supply address*** is connected to our distribution network, or, if your ***supply address*** is already connected, on the day on which you start using electricity at that new ***supply address***.

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

This contract will come to an end on the day:

- (a) we disconnect your ***supply address*** under clause 13;
- (b) your ***retailer*** issues you with a final account and you have paid that amount, and you do not continue to buy electricity from another ***retailer*** for that ***supply address***.

### 5. SCOPE OF THIS CONTRACT

#### 5.1 *What is not covered by this contract*

This contract does not apply to the sale of electricity to you. This is covered in the ***customer sale contract*** between you and your ***retailer***.

## 5.2 *Services covered by this contract*

The services we will provide under this contract are:

- (a) *connection and supply services*;
- (b) maintaining your connection to our distribution network;
- (c) other services set out in our *price list*.

In return you are required to pay the amounts due to us, which are billed by your *retailer*. You are also required to perform your other obligations under this contract.

## 5.3 *Service Standards*

We will meet the following service standards:

### (a) *Be on time for appointments*

We will do our best to be on time for any appointment with you. Unless due to circumstances beyond our reasonable control, if we are more than 15 minutes late, we will arrange for your *retailer* to credit your next bill with \$20 (including GST) and phone you to apologise.

### (b) *Connection of a new supply address*

If we do not connect your new *supply address* within 6 working days after you meet the necessary pre-conditions, we will arrange for your *retailer* to credit your bill with \$50 (including GST) for each day we are late, up to a maximum of \$250 (including GST).

### (c) *Repair street lights*

We will repair street lights which have gone out due to a fault in the light itself and for which we are responsible within 5 working days in the Adelaide metropolitan area, and within 10 working days in country areas, from the date on which the fault comes to our attention. If you are the first person to report the faulty street light, we will arrange for your *retailer* to credit your next bill with \$10 (including GST) if the light is not repaired within these times.

## 5.4 *Quality and reliability of electricity supplied to your supply address*

You should be aware that the quality and reliability of electricity supplied at your *supply address* may be affected by fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of your *supply address*;
- (b) whether your *supply address* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of our network;
- (h) normal and operational switching by us, transmission companies and generator companies, or actions taken by the system controller; and
- (i) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions in the electricity supply may cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions occur.

## **6. OUR LIABILITY**

### **6.1 *How this clause operates with the Trade Practices Act etc***

The *Trade Practices Act 1974 (Cth)* and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract. In particular, we make no representation, and give no warranty, that our services will not be affected by a Year 2000 event.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your *supply address*; or
- (b) paying you the cost of replacing the goods or services concerned, or acquiring equivalent goods or services.

We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith or due to any Year 2000 event (whether due to our negligence or otherwise).

### **6.2 *Our liability***

#### **(A) *Less than 30MWh per annum***

If you purchase less than 30 MWh of electricity per annum at your *supply address* then, subject to clause 6.1, we are liable to you for any losses you suffer, including physical loss, consequential loss and loss of profits, due to:

- (a) problems in the quality of supply of electricity to your *supply address* (such as power surges and drops); and
- (b) interruptions to or failures of the supply of electricity to your *supply address*,

and caused by our negligence or bad faith.

Our liability to you is limited to \$500,000 for all claims you make in relation to an event.

#### **(B) *30MWh per annum or more***

If you purchase at least 30 MWh of electricity per annum at your *supply address*, then, subject to clause 6.1, we are liable to you only for any physical losses and damage you suffer and for personal injury (but no other loss), due to:

- (a) problems in the quality of supply of electricity to your *supply address* (such as power surges and drops); and
- (b) interruptions to or failures of the supply of electricity to your *supply address*,

and caused by our negligence or bad faith.

Our liability to you is limited to \$1,000,000 for all claims you make in relation to an event.

### 6.3 *Immunity*

This clause 6 does not exclude the immunity provided by section 78 of the *National Electricity Law*.

### 6.4 *Definition of Year 2000 event*

In this clause 6, “Year 2000 event” means any failure of equipment or information technology (including computer software, computer hardware, embedded integrated circuits, and data stored in an electronic form) used by us, or the information technology of any person on whom we are relying directly or indirectly (for example, in relation to the provision of goods or services), to provide full functionality and operate without adverse effect with respect to all dates before, during and after 1 January 2000.

## 7. **WHAT YOU HAVE TO DO TO RECEIVE CONNECTION**

### 7.1 *Application*

When you apply for *connection and supply services* at your *supply address* we may require you to satisfy some pre-conditions, which are set out in the *Distribution Code*. We will explain any pre-conditions that may apply to you when you apply for connection.

### 7.2 *Pre-conditions to connection*

Our obligation to give you *connection and supply services* for your *supply address* does not start until you satisfy us that your *supply address* and your connection to our distribution network comply with the requirements set out in the *Distribution Code*.

## 8. **WILL YOU HAVE TO PUT IN EXTRA EQUIPMENT?**

### 8.1 *Requirements for extra equipment*

We may require you to install equipment (such as meters, service lines, sealing devices, transformers or switch gear) to enable your *supply address* to be supplied with electricity safely and efficiently.

We may impose these requirements when you apply to be connected to our distribution network or at any other time, whilst you are connected. For example, the requirements might be designed to:

- (a) prevent or minimise adverse effects on the supply of electricity to other customers;
- (b) balance the load over the phases of your electricity supply;
- (c) help us locate and get to your metering equipment easily;
- (d) ensure that proper protective equipment is installed and used;
- (e) ensure that proper safety standards are observed.

We may also decide where and how overhead and underground cables are connected to your *supply address*, as well as how many *supply points* will be needed and where they will be situated.

In deciding whether to impose such requirements, we will take into account the requirements of the *Distribution Code*.

### 8.2 *Distribution network - contribution towards cost*

We may require you to contribute towards the cost of your electrical installation or extending or increasing the capacity of our distribution network, in circumstances and on terms set out in the *Distribution Code*.

### 8.3 *Your right to choose who undertakes the work*

If we require you to make a contribution under clause 8.2, we will offer to do the work or you may choose whether we or another suitable person undertakes such work, in the circumstances and on the terms set out in the *Distribution Code*.

## 9. PRICE FOR SERVICES PROVIDED

### 9.1 *What are our tariffs and charges?*

Our current tariffs and charges for the *connection and supply services* and other services are set out in the *price list* sent to you from time to time. Some of the tariffs and charges are regulated by law.

### 9.2 *Which tariff applies to you?*

Our *price list* explains the conditions that need to be satisfied for each particular tariff.

If, at the time this contract is published in the *Gazette*, your *supply address* is already connected to our distribution network, the tariff and other charges currently applying to you for connection and other services at the *supply address* will continue to apply, until we inform you in accordance with clause 9.3.

If your *supply address* is not already connected to our distribution network, or you have changed your *supply address* at any time, the tariff and other charges applying to you will be as set out in our *price list*.

In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

We may determine the maximum demand, and vary that maximum demand, for your *supply address* in accordance with the *Distribution Code*.

### 9.3 *Variations to the customer's tariffs and charges*

We can vary the tariffs and charges in accordance with the Electricity Pricing Order, and we will notify you of these changes. Where the Electricity Pricing Order does not apply we may vary our tariffs and charges by giving you at least 30 days prior notice.

If the conditions applying to your tariffs and charges change so that the previous tariffs and charges no longer apply to you, we can decide which tariffs and charges will apply.

### 9.4 *Switching tariffs*

You must tell us if your circumstances relating to your tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

### 9.5 *Changes to the tariff rates and charges during a billing cycle*

If a tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

### 9.6 *Changes to the tariff type during a billing cycle*

If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

### 9.7 *Pass through of taxes and other charges*

Some of our tariffs and charges are regulated by the *Independent Regulator*. In some cases we can pass through to you certain taxes and other charges in accordance with the *Independent Regulator's* requirements. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

### 9.8 *GST*

Certain amounts in this contract are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in the *price list* from time to time; and
- (b) the amounts specified in clause 5.3.

Apart from these amounts there may be other amounts paid by you or by us under this contract that are payments for "taxable supplies" as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

If we are liable to make a payment to you under clause 6, the amount that we pay, including GST, will not exceed the liability caps stated in that clause.

Any adjustments for GST under this clause will be made in accordance with the requirements of the *Trade Practices Act 1974*.

## 10 **BILLING**

### 10.1 *Bills issued by the retailer*

We will arrange with your *retailer* for one bill to be sent to you, covering what you owe under this contract and under your *customer sale contract* with your *retailer*. Your *customer sale contract* sets out how often these accounts are sent.

### 10.2 *Paying your bill*

The amount you must pay, the due date and the method of payment for the services we provide under this contract will be set out in the bill sent to you by your *retailer*.

When you have paid your *retailer* the amounts due under this contract, you are deemed to have discharged your obligations to us to pay that amount.

### 10.3 *Late payments*

If you do not pay your account on time, you may be required to pay our reasonable costs of recovering that amount from you. You may also be required to pay interest on the outstanding amounts.

#### **10.4** *Calculating the bill*

The amounts you owe under this contract at the end of each *billing cycle* will be calculated based on:

- (a) information from reading your meter (which the *retailer* may do on our behalf); or
- (b) as set out in our *price list*.

#### **10.5** *Estimating the electricity usage*

If we or your *retailer* are unable to read your meter for any reason (for example, if we or your *retailer* are unable to gain access to the meter, or the meter breaks down or is faulty), we can estimate how much electricity was supplied to your *supply address* by using other information (such as your previous bills or your electricity usage history).

If we are subsequently able to read your meter, the bill will be adjusted for the difference between our estimate and the actual amount of electricity used, based on the reading of the meter.

If we or your *retailer* were unable to read the meter due to your actions, we or your *retailer* may impose the charge in the *price list* for returning to your property to read the meter.

### **11. OVERCHARGING AND UNDERCHARGING**

#### **11.1** *Undercharging*

We or your *retailer* on our behalf may recover from you any amount you have been undercharged.

If you are a customer that is covered by the Retail Code, and you have been undercharged as a result of our error or your *retailer's* error, we can only recover the amount undercharged in the 12 months prior to your last bill. You may ask us or your *retailer* if you can pay this amount in instalments, in which case the instalments will be calculated over the same period of time during which you were undercharged.

#### **11.2** *Overcharging*

Where you have been overcharged, the *retailer* on our behalf, will inform you and follow the required procedures for repaying the money. Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill. Where the amount overcharged is more than \$100, and you have already paid that amount, we must repay the amount to you or to another person, as directed by you.

### **12. SECURITY DEPOSITS**

#### **12.1** *Retailer may hold deposits*

Normally, your *retailer* will hold one security deposit, which covers your obligations under this contract as well as your *customer sale contract*.

### **13. DISCONNECTION OF SUPPLY**

#### **13.1** *When can we disconnect your supply address?*

Subject to the requirements in the *Distribution Code*, we can arrange for the disconnection of your *supply address* if:

- (a) we receive a certificate from your *retailer* saying that all of the disconnection procedures in the Retail Code (where it applies) and your *customer sale contract* have been complied with;
- (b) you use electricity illegally or breach clause 16;

- (c) in the circumstances set out in clause 15; or
- (d) we are entitled or required to do so under the *Distribution Code* or by law (such as in the case of an emergency or for health and safety reasons).

### **13.2 At your request**

You may request us to disconnect your *supply address*, provided you have given us at least 3 business days prior notice. This request must be made in writing, in person at one of our offices or by telephone.

### **13.3 Comply with the Distribution Code**

Except where we are disconnecting your *supply address* at your *retailer's* request, we must comply with the provisions of the *Distribution Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

If the *Distribution Code* does not require special procedures to be followed before we disconnect your *supply address*, we may do so after giving you notice in writing.

## **14. RECONNECTION AFTER DISCONNECTION**

If you request us to arrange reconnection and you pay all of our and your *retailer's* connection charges in advance, we will reconnect your *supply address*. We may refuse to, if we are allowed to do so under the *Distribution Code* (such as where the circumstance leading to the disconnection have not been fixed).

## **15. INTERRUPTIONS TO SUPPLY**

### **15.1 Interruption**

We may interrupt the electricity supply to your *supply address* at any time for any of the following purposes:

- (a) inspecting, testing, repairing, adjusting or removing our equipment;
- (b) inspecting, testing, repairing or adjusting your equipment;
- (c) inspecting, testing, repairing or adjusting our electricity distribution network;
- (d) maintaining the safe and efficient operation of our electricity distribution network;
- (e) complying with the directions of the system controller; or
- (f) to deal with an emergency.

### **15.2 Notice of interruption**

We must give you reasonable notice before interrupting the electricity supply to your *supply address* unless:

- (a) the interruption is for less than 15 minutes;
- (b) it is an emergency; or
- (c) the occupier of the *supply address* has agreed.

## 16. YOUR RESPONSIBILITIES

### 16.1 *What you are responsible for*

You are responsible for:

- (a) maintaining the electrical installation at your *supply address* in a safe condition;
- (b) ensuring that any changes to the electrical installation at your *supply address* are performed by a licensed contractor and that you keep a Certificate of Compliance issued by the licensed contractor in respect of any of the changes;
- (c) ensuring that the electrical installation at your *supply address* complies at all times with the requirements in the Schedule;
- (d) the protection of our equipment located at your *supply address*; and
- (e) ensuring that any structures and vehicles are kept clear of our equipment.

### 16.2 *What you must not do*

You must not:

- (a) allow electricity supplied by us to be used other than at the *supply address* and in accordance with this contract;
- (b) use at the *supply address* electricity supplied for use at another *supply address*;
- (c) sell electricity to any other person except in accordance with a licence issued by the *Independent Regulator* or with an exemption granted under the *Electricity Act 1996*;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow electricity supplied to the *supply address* to bypass the meter;
- (f) damage or interfere in any way with our equipment;
- (g) make a connection to our distribution network or increase the capacity of an existing *supply point*;
- (h) allow a person who is not a licensed electrical contractor to perform any work on the electrical installation;
- (i) use, or cause to be used, electricity in a manner that:
  - (i) interferes with our distribution network;
  - (ii) or interferes with the supply or quality of supply, to other customers;
  - (iii) causes damage or interference to any third party;
- (j) give us false information about which tariff and charges should apply to you;

- (k) use electricity supplied under a specific tariff for a purpose other than as contemplated by that tariff; or
- (l) otherwise use electricity or tamper with your electrical installation in a way contemplated as improper or illegal under the *Distribution Code*.

### **16.3 *Illegal use***

If you have breached clause 16.2 of this contact, we may, in accordance with the *Distribution Code*:

- (a) estimate the amount of electricity so obtained and bill you for that amount; and
- (b) recover that amount from you, as well as costs and interest; and
- (c) disconnect your *supply address* immediately.

## **17. ACCESS TO YOUR SUPPLY ADDRESS**

### **17.1 *Access to electricity meters and equipment***

You must ensure that our authorised officers have safe access to your *supply address* for any purpose relating to the connection or supply of electricity, including:

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

### **17.2 *Authorities to be shown***

You do not have to give access under clause 17.1 to someone who does not, when you ask, both identify himself or herself as one of our employees or agents and produce a proper identity card issued by us.

### **17.3 *Notice of access***

We must give you reasonable notice before coming onto your *supply address* unless:

- (a) it is an emergency;
- (b) an occupier of the *supply address* has agreed;

### **17.4 *Hazards***

Where your *supply address* contains a hazard, you must provide our authorised officers with safe access to your *supply address* including any necessary protective clothing.

**18. VACATING A SUPPLY ADDRESS**

You must give us or your *retailer* at least 3 business days notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill. When we receive the notice, we must arrange for your meter to be read on the date specified in your notice (or as soon as possible after that date if you do not give access to your meter on that date) and for a final bill to be sent to you at the forwarding address stated in your notice. If you do not give us the required notice, or if you do not give us access to your meter, you will be responsible for all electricity used at the *supply address* until we become aware that you have vacated your *supply address* and we arrange for your meter to be read.

**19. INFORMATION WE NEED**

You must provide us with all information we reasonably require for the purposes of this contract. All information you provide must be correct. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

**20. WE CAN AMEND THIS CONTRACT**

We can amend our contract with you at any time in accordance with section 36 of the *Electricity Act*, provided the amendments satisfy the requirements of the *Distribution Code* and our licence. Any amendment will take effect from the date referred to in the *Gazette*.

**21. NOTICES**

Unless this document or the *Distribution Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at your *supply address* or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second business day after it was sent.

In some cases, your *retailer* will send notices to you on our behalf.

**22. PRIVACY AND CONFIDENTIALITY****22.1 Privacy of information**

Subject to clause 22.2 of this contract we must keep information about you confidential.

**22.2 Disclosure**

We may, however, disclose information about you:

- (a) if required by law to do so;
- (b) if we are permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *retailer* to the extent that information is for the purposes of arranging and coordinating connection, disconnection, reconnection and billing.

**23. QUERIES AND COMPLAINTS**

If you have a query or a complaint relating to the connection or supply of electricity to your *supply address*, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

**By Phone or Facsimile:**

General Enquiries (08) 8404 5667

Power and Streetlight Failures and  
Emergencies 13 13 66  
(24 hour service)

Business Customer Services 1300 650 013  
(8am-6pm Business Days)

Feedback Line: 1800 652 442

**By Facsimile:** (08) 8404 5808

**By Mail:** ETSA Utilities Pty Ltd  
GPO Box 77  
Adelaide SA 5001

**By Email:** CustomerRelations@etsa.com.au

**Interpreter Service:**

Need an Interpreter? Please call 13 14 50

**24. APPLICABLE LAW**

The laws of South Australia govern this contract.

## SCHEDULE

**Easement**

If you have a maximum demand over 100kVA you must, if we are unable to continue to satisfy that maximum demand without installing a new distribution substation, provide an easement to us over your land for which a new distribution substation can be installed by us to satisfy that maximum demand.

**Power Factor**

Unless we otherwise agree, you must, at times of your monthly maximum demand, keep the power factor of your electrical installation within the relevant range set out in the table below and take all reasonable steps to maintain its power factor within the specified range at all other times.

Supply Voltage in kV	Power Factor Range for Customer Maximum Demand and Voltage					
	Up to 100 kVA		Over 100 kVA – 2 MVA		Over 2MVA	
	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading
<6.6	0.80	0.80	0.85	0.80	0.90	0.85
6.6 - < 66	0.80	0.80	0.85	0.85	0.90	0.90
66 and above	As specified under Section S5.3.5 of the National Electricity Code					

**Load Balance**

Unless we agree otherwise, where you are receiving supply at high voltage, the current drawn on each phase must be balanced to within the limits stated in the table below.

**Interference**

You must ensure that any electromagnetic interference caused by your electrical installation or by any appliance connected to that electrical installation, is less than the limits set out in AS/NZS 2344. Should the limits be exceeded you must reduce the level below the limits set out in AS/NZS 2344 within 90 days.

**Disturbing Loads**

You must ensure that voltage disturbances caused by your electrical installation, or any of your appliances, do not result in voltage disturbances to other customers connected to the same point of supply with magnitudes and frequency of the resulting voltage disturbances greater than the limits in AS 6100.

**Harmonic Limits**

You must ensure that the permissible harmonic limits associated with your electrical installation do not exceed the values as stated in the table below.

Voltage Distortion Limits (%) for voltage levels less than 66kV	
Category	Limit (%)
Individual Odd Harmonics	1.33%
Individual Even Harmonics	0.67%
Total Harmonic Distortion	1.67%

<b>Odd Harmonic Voltage Distortion Limits (%) for voltage levels greater than or equal to 66kV</b>	
Harmonic Order (n)	Voltage Limit (%)
3	1.0
5	0.9
7	0.9
9	0.8
11	0.8
13	0.7
15	0.6
17	0.5
19	0.5
21	0.4
23	0.4
25	0.3
27-49	0.2
Total (odd + even)	1.5
<b>Even Harmonic Voltage Distortion Limits (%) for voltages greater than or equal to 66kV</b>	
Harmonic Order	Voltage Limit (%)
2	0.5
4	0.5
6	0.4
8	0.4
10	0.4
12	0.4
14	0.3
16	0.3
18	0.3
20-50	0.2
Total (odd + even)	1.5
<b>Voltage Unbalance Factor (%) for three phase supplies</b>	
Time Period	Voltage Unbalance Factor (%)
Continuous	1.0
5 minutes	1.5
Instantaneous	3.0