

**SUPPLEMENTARY GAZETTE**



**THE SOUTH AUSTRALIAN  
GOVERNMENT GAZETTE**

---

**PUBLISHED BY AUTHORITY**

---

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

---

ADELAIDE, MONDAY, 30 SEPTEMBER 2002

---

## ELECTRICITY ACT 1996

## Standing and Default Contract Prices for Small Customers and Standing and Default Contract Terms and Conditions for Small Customers

**Notice under the Electricity Act 1996 of AGL South Australia Pty Ltd (AGL SA) ABN 49 091 105 092 Standing and Default Contract Prices for Small Customers and Standing and Default Contract Terms and Conditions for Small Customers Effective from 1 January 2003**

Pursuant to Section 36AA of the Electricity Act 1996 notice is hereby given by AGL SA of its standing contract prices for customers consuming less than 160MWh per annum ("small customers") which will apply from 1 January 2003. Pursuant to Section 36AB of the Electricity Act 1996 notice is hereby given by AGL SA of its default contract prices for small customers. AGL SA has determined that its default contract prices will be the same as the standing contract prices set out in this notice. The default contract prices will apply from 1 January 2003.

By virtue of the provisions noted above and pursuant to Section 36 of the Electricity Act 1996 AGL SA is required to publish its standing contract terms and conditions and its default contract terms and conditions. AGL SA has determined that its standing contract terms and conditions and its default contract terms and conditions which are set

out in this notice will be the same and will apply from 1 January 2003. The Standing Contract Terms and Conditions comply with the requirements of the Retail Code.

**Justification Statement**

On 3 September 2002 the South Australian Independent Industry Regulator ("SAIIR"), now known as the Essential Services Commission issued his Final Report and Guideline on "Electricity Retail Price Justification". The Electricity Retail Price Justification Guideline outlines the process to be followed for price justification and provides guidance on justifiable cost components of the retail price for electricity covering wholesale energy costs, network charges, retail operating costs, retail net margin and GST.

AGL SA has used the SAIIR's justifiable cost components to determine its standing contract prices and default contract prices. The resulting standing contract prices and default contract prices, which are published in this notice, comply with the SAIIR's Guideline for electricity retail price justification.

AGL SA notes that the SAIIR's determination on justifiable cost levels for network charges includes a best estimate of

ETSA Utilities charges (DUOS) to apply from 1 January 2003 to 30 June 2003. These estimates are subject to adjustment, as a number of matters are to be resolved prior to 1 January 2003. These matters include the ACCC determination on Electranef's TUOS charge and the SAIIR's determination of ETSA Utilities application to pass-through full retail competition related costs. The SAIIR has advised that if the actual DUOS differs from the estimates included in the SAIIR's Guideline, then the SAIIR will make a determination under Section 35A(1) of the Electricity Act 1996 to adjust AGL SA's standing contract prices and default contract prices to incorporate the revised DUOS. If such an adjustment is needed, it will reflect the commitment of the SAIIR to pass through 100% of DUOS to retail prices. Standing Prices will need to be reviewed from time to time as a result of changes to network charges and other market charges.

For further information please call the AGL Customer Service Centre on 131 245.

M. A. Fraser

Director

AGL SA Pty Ltd

## AGL SA Standing Prices from 1 January 2003 (Price List) (including GST)

CUSTOMER CATEGORY	PRICE COMPONENTS	AMOUNT	
Domestic Light/ Power 110	From 1 Jan – 31 Mar Supply charge	\$ 31.053 per quarter	
	Consumption (a) First 300 kWh/qtr	17.3525 ¢ per kWh	
	(b) Thereafter	20.8274 ¢ per kWh	
	From 1 Apr – 31 Dec Supply charge	\$ 31.053 per quarter	
Charitable Institutions 112	Supply charge	\$ 31.053 per quarter	
	For all consumption	17.9036 ¢ per kWh	
	Consumption: (a) First 300 kWh/quarter	17.3525 ¢ per kWh	
	(b) Thereafter	18.7715 ¢ per kWh	
Off Peak Controlled Load 116	Supply charge For all consumption	\$ 6.259 per quarter 6.9729 ¢ per kWh	
General Supply 126	From 1 Jan – 31 Mar Supply charge	\$ 31.053 per quarter	
	Consumption: (a) First 7,500 kWh /quarter	19.0872 ¢ per kWh	
	(b) Thereafter	19.0872 ¢ per kWh	
	From 1 Apr – 31 Dec Supply charge	\$ 31.053 per quarter	
	Consumption: (a) First 7,500 kWh /quarter	17.7298 ¢ per kWh	
	(b) Thereafter	17.1028 ¢ per kWh	
	General Supply Time of Use 128	From 1 Jan – 31 Mar Supply charge	\$ 67.155 per quarter
	Consumption: (a) First 7,500 kWh /quarter	21.6524 ¢ per kWh	
(b) Thereafter	21.6524 ¢ per kWh		
General Supply Time of Use 128	From 1 Apr – 31 Dec Supply charge	\$ 67.155 per quarter	
	Consumption: (a) First 7,500 kWh /quarter	20.6305 ¢ per kWh	
	(b) Thereafter	18.7594 ¢ per kWh	
	Off Peak For all off-peak consumption	9.5942 ¢ per kWh	
	Obsolete 140	Supply charge	\$ 67.155 per quarter
	Consumption: (a) First 7,500 kWh /quarter	18.3260 ¢ per kWh	
	(b) Thereafter kWh	17.6033 ¢ per kWh	
	Off Peak For all off-peak consumption	9.5942 ¢ per kWh	

UNMETERED SUPPLY PRICES	WATTAGE/OTHER DETAILS	CHARGE (\$/Year unless specified otherwise) (excluding S/UOS)
Standard Public Lighting	Sodium Low Pressure	
	18 W	\$ 2.849
	26 W	\$ 26.257
	55 W	\$ 30.789
	90 W	\$ 65.329
	135 W	\$ 117.469
	Sodium High Pressure	
	50 W	\$ 19.382
	100 W	\$ 88.033
	150 W	\$ 102.487
	250 W	\$ 158.279
	400 W	\$ 247.280
Mercury High Pressure	50 W	\$ 41.030
	80 W	\$ 42.350
	250 W	\$ 118.008
	400 W	\$ 181.775
	Customer Lighting Equipment Rate	
	Sodium Low Pressure CLER	
18 W	\$ 39.919	
26 W	\$ 54.362	
55 W	\$ 76.714	
90 W	\$ 98.142	
135 W	\$ 136.664	
Sodium High Pressure CLER		
50 W	\$ 50.424	
100 W	\$ 97.130	
150 W	\$ 105.765	
250 W	\$ 150.106	
400 W	\$ 228.151	
Fluorescent CLER	40 W	\$ 30.041
	4 by 20 W	\$ 17.468
	2 by 40 W	\$ 17.468
	2 by 20 W obsolete	\$ 6.600
Incandescent Food CLER	20 W	\$ 17.248
	150 W	\$ 114.389
Mercury CLER	250 W	\$ 181.852
	400 W	\$ 277.035
	80 W	\$ 77.968
	125 W	\$ 102.377
	50 W	\$ 59.334
	250 W	\$ 181.676
	3 by 125 W	\$ 261.514
	2 by 400 W	\$ 532.466
	100 W	\$ 86.108
	70 W	\$ 72.116
750 W	\$ 399.949	
Mercury Flood CLER	40 W	\$ 77.968
	400 W	\$ 176.506
	750 W	\$ 399.949
	1000 W	\$ 559.097
Other Mercury	400 W	\$ 313.951

UNMETERED SUPPLY PRICES	WATTAGE/OTHER DETAILS	CHARGE (\$/Year unless specified otherwise) (excluding S/UOS)	
Sodium Flood Sodium Fluorescent / Gaseous Tube	360 W	\$ 177.056	
	70 W	\$ 54.824	
	2 by 8 W	\$ 6.600	
Special Public Lighting Pricing Energy Only	50 W HP Sodium	\$ 39.864	
	100 W HP Sodium	\$ 77.396	
Private Floodlighting (Night Sight)	400 W Mercury	\$ 249.139	
	360 W Sodium	\$ 313.896	
Obsolete Public Lighting Prices Fluorescent Incandescent Street Lights	40 W	\$ 2.717	
	60 W (and less)	\$ 57.904	
	100 W	\$ 74.679	
	2 x 20 W	\$ 6.600	
	2 x 40 W	\$ 43.010	
	4 x 40 W	\$ 124.542	
	125 W	\$ 121.000	
	Mercury Street Lights Floodlights Incandescent (all year use)	300 W	\$ 297.297
		500 W	\$ 457.699
		750 W	\$ 666.270
1500 W		\$ 1535.303	
Mercury – all year use			
Traffic Beacon	250 W	\$ 160.292	
	400 W	\$ 314.061	
	63 W	\$ 37.081	
	94 W Quartz Halo	\$ 55.726	
	Restricted 1 x 35 W	\$ 20.636	
	1 x 30 W (a)	\$ 17.710	
	1 x 20 W (b)	\$ 11.869	
	8 x 4 x 40 W	\$ 94.633	
	8 x 4 x 20 W	\$ 47.487	
	8 x 1 x 67 W	\$ 39.644	
8 x 1 x 70 W	\$ 41.470		
8 x 1 x 60 W	\$ 35.442		
8 x 1 x 100 W	\$ 59.202		
8 x 4 x 40 W	\$ 94.633		
8 x 4 x 20 W	\$ 47.487		
Traffic Beacon	50 W Quartz Halo	\$ 29.766	
	35 W Quartz Halo	\$ 20.636	
	250 W Neon	\$ 148.181	
	4 x 150 W	\$ 496.034	
	4 x 58 W (a)	\$ 635.272	
	4 x 58 W (b)	\$ 857.439	
	1 x 18 W	\$ 125.136	
	4 x 18 1 x 19 W	\$ 284.108	
	2 x 56 W	\$ 188.199	
	1 x 170 W	\$ 217.404	
Bus Shelter Sign	4 x 58 W (a)	\$ 635.272	
	4 x 58 W (b)	\$ 857.439	

## Notes:

- AGL SA's standing contract prices and default contract prices are inclusive of the GST.
- Standing contract and default contract price categories will only apply to small customers, that is, those customers who consume less than 160MWh of electricity per annum in accordance with the following principles:
  - Domestic Light/Power110 is applicable to all residential consumption (excluding Off-Peak Controlled Load Tariff 116) in premises used wholly or principally as private residences.
  - Charitable Institutions 112 is available to charitable institutions that have been endorsed by the Australian Taxation Office as an income tax exempt Charitable Entity under Subdivision 50-B of the Income Tax Assessment Act 1997.
  - Off Peak Controlled Load 116 is for electricity used in permanently installed storage water heaters with a rated delivery of not less than 125 litres, storage space heaters and other approved thermal storage applications. The hours of application are fixed from time to time by AGL SA with

control by time switch or other means. This price is only available in conjunction with Tariff 110, 112, 126, 128, or 140.

- General Supply 126 is available only to non-residential customers.
  - General Supply Time of Use 128 is available only to non-residential customers and includes customers previously on tariffs 120 + 121 and 130 + 131.
  - Obsolete Tariff 140 (formerly Farm Tariff 140) only applies to small customers that were taking supply under this tariff, or who had applied to do so, as at 30 June 1997. Conditions applicable at that date apply.
- The unmetered supply prices apply to public lighting as follows:
    - Standard Public Lighting prices apply in overhead supply situations and where ETSA Utilities mains are available. The prices also apply to underground situations provided that the customer requesting the lights makes a lump sum contribution equal to the additional cost incurred by ETSA Utilities in providing underground supply and a supporting structure for each light.
    - Customer Lighting Equipment Rate prices apply where the

public lighting system is installed and owned by the customer, or where the customer uses lanterns and lighting columns other than standard ETSA Utilities equipment. ETSA Utilities will provide only the service point, electrical energy and lamp replacements. All other maintenance is the responsibility of the customer, including lamp replacement where:

- lanterns are inaccessible to ETSA Utilities vehicles; or
  - non-standard lamps are used.
- (c) Obsolete Public Lighting prices apply only to installations existing as at 11 October 1999.
- All public street lighting prices exclude Street Light Use of System (SLUOS) charges.
- Peak period is 0700 hours to 2100 hours from Monday to Friday (Central Standard Time).
  - Off peak period is all times other than peak period.
  - Where prices change during a billing cycle the bill for that billing cycle will be calculated on the pro-rata basis using:
    - the old price up to and including the date of change, and
    - the new price from the date of change to the end of the billing cycle.

# CUSTOMER SALE CONTRACT

## PREAMBLE \*

Please note: This contract is about the sale of electricity to you as a customer at your current supply address (but only if this contract is expressed to apply to you in relation to that supply address). It does not deal with how that electricity is supplied to your supply address. You have a separate contract with your 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 and will come into force on 1 January 2003. When in force these standard terms and conditions will be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

## 1. THE PARTIES

This contract is between:  
AGL South Australia Pty Ltd (ABN 49 091 105 092) of 1 Anzac Highway Keswick South Australia 5035 (in this customer sale contract referred to as "we", "our" or "us"); and

You, the customer to whom this customer sale contract is expressed to apply (in this customer sale contract referred to as "you" or "your").

## 2. DEFINITIONS

Words appearing in bold type like this are defined in Schedule 1 to this contract.

## 3. DO THESE TERMS AND CONDITIONS APPLY TO YOU? \*

3.1. These are our standard customer sale contract and default customer sale contract terms and conditions

This document sets out our current standard customer sale contract terms and conditions for the purposes of our standing offer under section 36A of the Act and our current default customer sale contract terms and conditions for the purposes of section 36AB of the Act.

## 3.2. Standard customer sale contracts as at 1 January 2003

These terms and conditions will apply to you under our standing offer (and as a consequence you will be deemed by section 36 of the Act to have a standard customer sale contract with us) if you:

(a) are a small customer in relation to your supply address as at 1 January 2003;

(b) purchased electricity from us at that supply address immediately prior to 1 January 2003; and

(c) have not entered into a market contract with us or another retailer for the purchase of electricity for that supply address from 1 January 2003.

## 3.3. Standard customer sale contracts after 1 January 2003

These terms and conditions will also apply to you (and as a consequence you will be deemed by section 36 of the Act to have a standard customer sale contract with us) if you are a small customer in relation to your supply address and also after 1 January 2003 to accept our standing offer for the purchase of electricity at your supply address.

## 3.4. Default contracts

Otherwise, these terms and conditions will only apply to you (and as a consequence you will be deemed by section 36 of the Act to have a default customer sale contract with us) if:

- you are a small customer in relation to your supply address;
- you commence to take a supply of electricity at that supply address after 1 January 2003 without first entering into a customer sale contract for that supply address with us or another retailer; and
- we were the last retailer to have a contract with a customer for the sale of electricity for that supply address.

## 4. WHAT IS THE TERM OF THIS CONTRACT? \*

### 4.1. When does this contract start?

If clause 3.2 applies, your contract with us will start on 1 January 2003 and will replace and bring to an end your current standard customer sale contract with us for your supply address.

Otherwise, your contract with us for your supply address will start:

- where clause 3.3 applies, on the later of:
  - the day on which you accept our standing offer and satisfy any relevant pre-conditions; or
  - the day on which any cooling-off period for your customer sale contract expires; or
  - if you are transferring to us from another retailer, the day on which that transfer is completed; or
- where clause 3.4 applies, when you first start using electricity at that supply address.

### 4.2. When does this contract end?

Subject to clause 4.3, your contract will end:

- if you have a standard customer sale contract with us under our standing offer, 3 business days after we receive a notice from you terminating that contract; or
- when we enter into a different customer sale contract with you for the sale of electricity to you at your supply address; or
- if you have a default customer sale contract, when:

(i) you enter into a different customer sale contract with us or another retailer for your supply address; or

(ii) another customer enters into a customer sale contract with us or another retailer for that supply address;

(d) if you have vacated or intend to vacate your supply address, on the day you cease to be responsible to pay for electricity supplied to that supply address under clause 18; or

(e) on the day after you cease to have the right under the retail code to have your supply address reconnected following disconnection in accordance with clause 17.

4.3 Your contract can not end until certain conditions are satisfied. Despite clause 4.2, if you are not vacating your supply address, the termination of your customer sale contract under clause 4.2(a) will not be effective until the later of:

(a) The date upon which a new customer sale contract with us for that supply address commences; or

(b) The date on which a different retailer becomes financially responsible to pay NEMMCO for electricity used at the supply address.

## 4.4 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

## 5. COOLING-OFF

(a) You have a right to rescind this customer sale contract within a period of ten business days commencing on and including the day on which we provide you with the written disclosure statement which outlines important information about this customer sale contract.

(b) This clause 5 does not apply if you entered into this customer sale contract with us on 1 January 2003 in accordance with clause 3.2 of this contract or if you are a default customer.\*

## 6. SCOPE OF THIS CONTRACT

### 6.1. 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 11 of this contract, and perform your other obligations under this contract.

### 6.2. 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:

- the connection of your supply address to the electricity network;
  - the maintenance of that connection;
  - the supply of electricity to your supply address; and
  - the quality and other characteristics of electricity.
- Unless you negotiate a different arrangement with your distributor, your connection and supply contract will automatically come into place by operation of law.

### 6.3. 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:

- the location of the supply address;
- whether your supply address is served by underground or overhead mains;
- the weather conditions;
- animals, vegetation, the actions of vandals and other people;
- the existence of emergency or dangerous conditions;
- damage to an electricity network;
- the design and technical limitations of the electricity network; and
- 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.

## 7. YOU MUST SATISFY OUR PRECONDITIONS (IF ANY)

### 7.1. Application

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

### 7.2. Connection

In particular, if:

- your supply address is not already connected to an electricity network; or
- 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, you can arrange for these things on your behalf.

## 8. OUR LIABILITY

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

The Trade Practices Act 1974 (Ch) 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.

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

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

## 8.2. Not liable

So far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence 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:

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

## 8.3. National Electricity Law

This clause 8 applies in addition to, and does not vary or exclude, the operation of section 78 of the National Electricity Law.

## 8.4. Survival of this clause

This clause 8 survives the termination of this customer sale contract.

## 9. 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.

## 10. PRICE FOR ELECTRICITY AND OTHER SERVICES

### 10.1. What are our tariffs and charges?

(a) 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.

(b) Our tariffs or charges will be stated as a single amount, including the amounts due to your distributor under your supply and connection contract for prescribed distribution services. Any other amounts relating to the sale of electricity to you, including special meter readings, street lighting, account application fees and fixed charges for special purpose electricity sales will be separately itemised on your bill.

(c) At your request, we must provide you with reasonable information setting out the components of the charges which appear on a bill.

### 10.2. Which tariff applies to you? \*

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

(b) 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.

### 10.3. Variations to the customer's tariffs and charges \*

(a) We may vary our tariffs and charges by giving you of least 20 business days' prior notice in writing.

(b) 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.

### 10.4. 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.

### 10.5. 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:

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

### 10.6. 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:

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

### 10.7. Pass through of taxes and other charges \*

In some cases we can pass through to you certain taxes and other charges in accordance with applicable regulatory instruments. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

## 10.8. GST

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

- the amounts specified in our price list from time to time; and
- the amount specified in clause 9.

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

# CUSTOMER SALE CONTRACT

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.

## 11. BILLING

### 11.1. When bills are sent \*

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

### 11.2. 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.

### 11.3. 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.

### 11.4. Estimating the electricity usage

(a) If there is an approved estimating system or your meter is unable to be read for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of electricity which was purchased from us at your supply address may be estimated by using other information (such as your previous bills or your electricity usage history).

(b) When your meter is subsequently read, 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.

(c) If the meter is unable to be read due to your actions, we can bill you the charge in the price list for returning to your supply address to read the meter.

### 11.5. 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.

### 11.6. Contents of a bill

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

## 12. PAYING YOUR BILL

### 12.1. 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.

### 12.2. 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.

### 12.3. Late payments

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

(b) This clause does not affect our right to arrange for your supply address to be disconnected under clause 16 of this contract.

### 12.4. Difficulties in paying

(a) 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 Electricity Retail Code.

(b) We are required by the Electricity Retail Code to identify situations where you may be experiencing difficulties in paying your bill. In such cases, we will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the Electricity Retail Code.

## 13. METER

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

## 14. OVERCHARGING AND UNDERCHARGING

### 14.1. Undercharging

(a) We may recover from you any amount you have been undercharged.

(b) 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.

### 14.2. Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the Electricity 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.

### 14.3. 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 Electricity 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.

## 15. SECURITY DEPOSITS

### 15.1. 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 Electricity Retail Code.

### 15.2. 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 (i.e., the bill we issue when you stop buying electricity from us at your supply address).

### 15.3. 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 Electricity Retail Code.

## 16. DISCONNECTION OF SUPPLY

### 16.1. When can we arrange for disconnection?

Subject to us satisfying the requirements in the Electricity 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 installment plan or payment option offered by us;
- (b) you fail to comply with the terms of an agreed installment plan or payment option;
- (c) you use electricity illegally or breach clause 19 of this contract;
- (d) we are otherwise entitled or required to do so under the Electricity Retail Code or by law.

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

### 16.2. Comply with the Electricity Retail Code

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

## 17. 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 and terminate your customer sale contract if we are allowed to do so under the Electricity Retail Code (such as where the circumstances leading to your disconnection have not been fixed within a period of 10 business days after the date on which you were disconnected).

## 18. 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 use our best endeavours to arrange that the meter is read on the date specified in your notice (or as soon as possible after that date if you do not provide 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 provide the required notice, or if you do not provide 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 your meter has been read; or
- (b) you give us the required notice; or
- (c) someone else commences to purchase electricity from us or another retailer for that supply address.

## 19. USE OF ELECTRICITY AND ILLEGAL USE

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

### 19.2. Illegal use

If you have breached clause 19.1 of this contract, we may, in accordance with the Electricity 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.

## 20. 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 Act and the Electricity 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).

### 21. WE CAN AMEND THIS CONTRACT\*

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

## 22. NOTICES\*

Unless this document or the Electricity 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.

## 23. PRIVACY AND CONFIDENTIALITY

### 23.1. Privacy of information

Subject to clause 23.2 of this contract we must keep your information about you confidential.

### 23.2. 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.

## 24. 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):

AGL Customer Service Centre on 131 245.

## 25. FORCE MAJEURE

(a) If but for this clause 25, either party would breach this contract due to the occurrence of a force majeure event:

- (i) the obligations of the party under this contract, other than any obligation to pay money, are suspended to the extent to which they are affected by the force majeure event for so long as the force majeure event continues; and
- (ii) the affected party must give the other prompt notice of that fact including full particulars of the force majeure event, an estimate of its likely duration, the

obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

(b) For the purposes of this clause, if the effects of a force majeure event are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.

(c) Either party relying on this clause by claiming a force majeure event must use its best endeavours to remove, overcome or minimize the effects of that force majeure event as quickly as practicable.

(d) Nothing in this clause will require either party to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by that party.

(e) Nothing in this clause 25 varies or excludes the operation of section 78 of the National Electricity Law.

## 26. APPLICABLE LAW

(a) We, as your retailer, and you, as our customer, agree to comply with any applicable requirements of any codes or guidelines issued by the Commission from time to time.

(b) The laws of South Australia govern this contract.

## SCHEDULE 1: DEFINITIONS

"Act" means the Electricity Act 1996;

"applicable regulatory instruments" means any Act or regulatory instrument made under an Act, or regulatory instrument issued by the Commission, which applies to us as a retailer;

"billing cycle" means the regular recurrent period for which you receives a bill from us;

"business customer" means a retail code customer who is not a residential customer;

"business day" means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

"connection and supply contract" means the contract you have with your distributor to connect and supply electricity to your supply address;

"connection point" means the agreed point of supply between your electrical installation and the distribution network;

"customer" means a customer as defined in the Act who buys or proposes to buy electricity from a retailer;

"customer sale contract" means a standard customer sale contract, a market contract or a default customer sale contract;

"date of receipt" means, in relation to the receipt by you of a notice (including a disconnection warning) given us:

- in the case where we hand the notice to you, the date we do so;
- in the case where we send a notice by facsimile or by e-mail before 5pm on a business day, on that business day, otherwise on the next business day;
- in the case where we leave the notice at your supply address, the date we do so;
- in the case where we give the notice by post or registered mail or lettergram, a date 2 business days after the date we sent the notice.

"default customer" means, in relation to a connection point, a person who is deemed pursuant to the regulations under the Act to have a default customer sale contract with a retailer in relation to that connection point;

"default customer sale contract" means a customer sale contract between a retailer and a default customer;

"disconnection warning" means a notice in writing issued in accordance with clause 9;

"distributor" means a holder of a licence to operate a distribution network under Part 3 of the Act;

"Electricity Retail Code" means the code made by the Commission relating to the sale of electricity to certain customers, including you;

"force majeure event" means an event outside the control of you or us;

"in-site termination" means a termination made where you are not vacating a supply address;

"market contract" means a customer sale contract other than a standard customer sale contract or a default customer sale contract;

"metering data" has the meaning given that term in the National Electricity Code;

"NEMMCO" means the National Electricity Market Management Company Limited ACN 072 010 327, the company which operates and administers the wholesale electricity market in accordance with the National Electricity Code;

"NMI" means a National Metering Identifier;

"prescribed distribution services" has the same meaning as is given to that term in the Electricity Pricing Order;

"price list" means our list of current tariffs and charges applying to you from time to time;

"quarterly" means the period of days represented by 365 days divided by 4;

"residential customer" means a retail code customer who acquires electricity for domestic use;

"retail code customer" has the same meaning as is given to that term in the Electricity Retail Code;

"retailer" means a person licensed under the Act to retail electricity;

"security deposit" means an amount of money or other arrangement acceptable to the retailer as a security against a customer defaulting on a bill;

"small customer" has the same meaning as is given to that term in the Electricity Retail Code;

"standard customer sale contract" has the same meaning as is given to that term in the Electricity Retail Code;

"standing offer" means the obligation imposed under the Act for a retailer to agree to sell electricity on request to any small customer;

"supply" means the delivery of electricity;

"supply address" means:

- the address for which you purchase electricity from us where there is only one connection point at that address; or
- where there is more than one connection point at that address, each connection point through which you purchase electricity from us.