

JEMENA ELECTRICITY NETWORKS (VIC) LTD

ABN 82 064 651 083

DEEMED DISTRIBUTION CONTRACT

PREAMBLE

This contract is about the services which cover connection of your *premises* to our distribution system, and the *energy* supplied to the *premises*. These services are called “*customer connection services*”.

In addition to this contract, we are required to comply with *energy laws* and other consumer laws in our dealings with you.

You also have a separate contract with your *retailer* dealing with the sale of *energy* to the *premises*.

More information about this contract and other matters is on our website <http://jemena.com.au>.

1 THE PARTIES

This contract is between:

Jemena Electricity Networks (Vic) Ltd ABN 82 064 651 083 who provides you with *customer connection services* at the *premises* (in this contract referred to as “we”, “our” or “us”); and

You, the *customer* to whom this contract applies (in this contract referred to as “you” or “your”).

2 DEFINITIONS AND INTERPRETATION

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the *deemed distribution contract* for *customers* under the Electricity Industry Act 2000 (Vic).

3.2 Does this contract apply to you?

This contract applies to you in relation to a particular *premises* to the extent that there is no separate written agreement between you and us that deals with a matter that is covered by this contract. If there is any inconsistency between a provision in this contract and a provision in the separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the *National Electricity Rules*. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

(a) If your premises are already connected to our distribution system, this contract starts on 17 May 2018 (and replaces any previous deemed electricity distribution contract).

(b) If you or your retailer request connection or reconnection of your *premises*, this contract starts on the date that you start to take supply of energy at those *premises*.

4.2 When does this contract end?

(a) This contract ends:

(i) if your *retailer* notifies us that the supply of *energy* to the *premises* is to be

disconnected (a 'termination notice')—subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 **business days** notice even if you have vacated the premises earlier; or

- (ii) if you start receiving supply of **energy** for the **premises** under a different customer connection contract—on the date that contract starts; or
 - (iii) if a different **customer** starts receiving supply of **energy** for the **premises**—on the date the connection contract of that **customer** starts; or
 - (iv) if we both agree to a date to end the contract – on the date that is agreed; or
 - (v) 10 **business days** after we disconnect the **premises** under the **energy laws**, if you have not within that period asked your **retailer** to reconnect the **premises** and met the requirements in the **energy laws** for reconnection.
- (b) If your **retailer** gives us a termination notice but you do not give safe and unhindered access to your **premises** to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to provide **customer connection services** at the **premises**. We also agree to meet other obligations set out in this contract and to comply with the **energy laws**.
- (b) Charges for **customer connection services** will be billed under your contract with your **retailer**.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of **energy** to your **premises**. This is the role of your **retailer**.

5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of **customer connection services** at your **premises** safely and in accordance with the **energy laws**.
- (b) Our obligations extend up to the **connection point** where **energy** is to be supplied to the **premises** (as defined by us) and not beyond.

5.4 Guaranteed service levels

- (a) We are required under the laws of Victoria to meet certain guaranteed service levels. These requirements are set out in the **Electricity Distribution Code**. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable **GSL scheme**.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

- (a) inform your **retailer** or us of any change to your contact details; and

- (b) inform your **retailer** or us of any change that you are aware of that materially affects access to your meter or to other equipment involved in providing **customer connection services** at the **premises**; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of **energy** to the **premises** or the **premises** of any other person; and
- (d) inform either your **retailer** or us of any permanent material change to the **energy** load or pattern of usage at the **premises**.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract; and
- (b) our reasonable requirements under the **energy laws**, including our service and installation rules, all applicable Australian Standards and any other technical requirements reasonably required by us. This includes a requirement that you provide and maintain at your **premises** any reasonable or agreed facility required by us to provide **customer connection services** to the **premises**; and
- (c) the obligations imposed on **customers** under the **Electricity Distribution Code** issued by the **ESC** (and if there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails).

6.4 Life support equipment

- (a) If a person living at your **premises** requires life support equipment, you must register the **premises** with your **retailer** or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the **premises**.
- (b) You must tell us or your **retailer** if the life support equipment is no longer required at the **premises**.
- (c) If the **premises** are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned **interruption** to the supply of **energy** to the **premises**; and
 - (ii) at least 4 **business days** notice in writing of any planned **interruptions** to the supply of **energy** to the **premises** (the 4 **business days** to be counted from the date of receipt of the notice set out in clause 15(b)), unless a longer period of notice is requested by the customer; and
 - (iii) information to assist you to prepare a plan of action in case of an unplanned **interruption**; and
 - (iv) an emergency telephone contact number.

6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your **premises** under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the **premises** fulfils the obligation.

6.6 Generators including solar panels

- (a) If you have a generator connected to our distribution system at the **premises**, you must comply with the applicable standards in operating, testing and maintaining the generator when you start to take supply of **energy** under this contract including but not limited to your obligations under the **Electricity Distribution Code**.

- (b) If you no longer want to keep a generator at the **premises** connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (c) If you want to connect a generator (for example, a solar panel) at the **premises** to our distribution system for the purpose of exporting **energy** or any other purposes, you must apply for a connection service under the **National Electricity Rules**. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.
- (d) If you want to increase the capacity of an embedded generator connected to the **premises** or add any storage equipment connected to a micro embedded generator, you must comply with the requirements of the **National Electricity Rules** and the terms and conditions of our connection offer or connection contract (whichever is applicable) made under the **National Electricity Rules**. This will require you to make an application to us prior to any changes being undertaken. We will be reasonable in our assessment of any application and we will not unreasonably withhold our approval.

6.7 Equipment

- (a) None of the equipment and assets that we install at your **premises**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or **premises** and we may remove them after disconnection of your electricity supply at the **premises**. Your obligations in respect of our equipment and assets will continue after this contract ends.
- (b) Your equipment at the **premises** connected to our distribution system must have a nominal rating within the nominal voltage supply range for the **connection point**.

6.8 Maximum allocated supply capacity

You must ensure that the demand of electricity taken at your **premises** does not exceed the maximum allocated supply capacity. Unless otherwise agreed in writing with us, your maximum allocated supply capacity is the lesser of:

- 40 amperes per phase ; and
- the rating of the smallest component of the distribution system used solely to supply electricity to your **premises**.

Where we have agreed a higher maximum allocated supply capacity with you, and your maximum demand of energy taken at your premises over any 3 year period is less than 75% of your maximum allocated supply capacity, we may give you written notice of a lower maximum allocated supply capacity that better reflects your actual energy usage and demand.

7 WRONGFUL AND ILLEGAL USE OF ENERGY

7.1 Illegal use of energy or interference

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use **energy** supplied to the **premises**; or
- (b) interfere or allow interference with any of our equipment at the **premises**, except as may be permitted by law; or
- (c) use the **energy** supplied to your **premises** or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of **energy** to another **customer**; or
 - (ii) causes damage or interference to any third party; or
- (d) use **customer connection services** provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the **energy laws** take any or all of the following actions:

- (a) estimate the amount of **energy** obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the **premises**.

8 OUR LIABILITY

8.1 Quality or reliability of supply

- (a) You acknowledge that:
 - (i) the quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a **relevant authority**;
 - (ii) we can interrupt or limit the supply of electricity to your **premises** in accordance with the **energy laws**; and
 - (iii) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.
- (b) You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, **premises** or business which may result from poor quality or reliability of supply.

8.2 When we are not liable

- (a) Subject to clause 8.4, no party is liable for any failure to comply with this contract or the **energy laws** if, and to the extent that,
 - (i) that party is relieved from the performance of, or liability in respect of, any of our obligations by the operation of any provision of the **energy laws** including but not limited to sections 119 and 120 of the **National Electricity Law** (and for the avoidance of doubt, nothing in this contract varies the operation of any of the legislative provisions mentioned above); or
 - (ii) the failure to comply arises as a result of the other party's breach of this contract or the **energy laws** or (subject to the party's compliance with its relevant obligations under the **Electricity Distribution Code**) by a **force majeure event**.
- (b) Subject to clause 8.4, we are not liable for any failure to comply with this contract or the **energy laws** if, and to the extent that, you have not complied with clause 8.1(b).

8.3 Limitation of statutory liability

To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of **energy**, its quality, fitness for purpose or safety, other than those set out in this contract.

8.4 Our liability under the Competition and Consumer Act

The Competition and Consumer Act 2010 and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and

- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

9 ACCESS TO THE PREMISES

9.1 Your obligations

Under the **energy laws**, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the **premises**, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter our metering installation at the **premises**; and
- (b) calculate or measure **energy** supplied or taken at the **premises**; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the **premises**; and
- (f) examine or inspect an energy installation at the **premises**; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our equipment and assets at the **premises**; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the **premises**; and
- (k) perform services requested by you or your **retailer**.

9.2 Our obligations

If we or our representatives seek access to the **premises** under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the **energy laws**; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

10 INTERRUPTION TO SUPPLY

10.1 Distributor may interrupt supply

We may interrupt the supply of **energy** to your **premises** where permitted under the **energy laws**, including for a planned **interruption** or where there is an unplanned **interruption** or in accordance with the conditions of any applicable tariff or under a contract with your **retailer**.

10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned **interruptions** to the supply of **energy** to the **premises** under the **energy laws** for the following purposes:
 - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another **customer**.
- (b) If your **energy** supply will be affected by a planned **interruption**, we will give you at least 4 **business days** notice by mail, letterbox drop or other appropriate means.

10.3 Unplanned interruptions

- (a) We may interrupt the supply of **energy** to your **premises**:
 - (i) for unplanned maintenance or repairs of the distribution system in circumstances

where, in our opinion, the **customer's** energy installation or the distribution system poses an immediate threat or material damage to any person, property or the distribution system;

- (ii) for health or safety reasons;
 - (iii) in an **emergency**;
 - (iv) as required by a **relevant authority**;
 - (v) to shed demand for **energy** because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a **customer**.
- (b) If an unplanned **interruption** is made, we will use our best endeavours to restore **energy** supply to the **premises** as soon as possible.
- (c) We will make information about unplanned **interruptions** (including the nature of any **emergency** and, where reasonably possible, an estimate of when **energy** supply will be restored) available on a 24 hour telephone information service as well as on our website.

10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
- (i) an **interruption** to the supply of **energy** to the **premises**; or
 - (ii) a supply of **energy** to the **premises** of a quality in breach of any relevant standards under the **energy laws**.
- (b) If you request an explanation be in writing we must, within 10 **business days** (for quality of supply) and 20 **business days** (for reliability of supply and interruption of supply) of receiving the request, give you either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

11 OUR CHARGES

11.1 Payment of charges via your retailer

The amounts you are billed under your contract with your **retailer** include our charges for **customer connection services**.

11.2 Determination of our charges

We will determine our charges for a **billing cycle** in accordance with the **energy laws**.

11.3 Assignment of Network Tariffs

You agree that we may assign or reassign your network tariff or any component thereof by applying the criteria approved by the Australian Energy Regulator in conjunction with our network tariffs. Any such assignment or reassignment will be based on the load and connection characteristics at your **connection point**. Additional information on network tariffs may be obtained from our website.

12 DISCONNECTION OF SUPPLY

12.1 When can we disconnect?

Subject to us satisfying the requirements in the **energy laws**, we may disconnect your **premises** if:

- (a) your **retailer** informs us that it has a right to arrange for disconnection under your contract with your **retailer** and requests that we disconnect the **premises**; or
- (b) you use **energy** supplied to the **premises** wrongfully or illegally in breach of clause 7; or

- (c) if you provide false information to us or your **retailer** such that you would not have been entitled to be connected if you had not provided the false information; or
- (d) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the **energy laws** or this contract in order for us to provide **customer connection services**; or
- (e) if you fail to give us safe and unhindered access to the **premises** as required by clause 9 or any requirement under the **energy laws**; or
- (f) in an **emergency** or for health and safety reasons; or
- (g) if required to do so at the direction of a **relevant authority**; or
- (h) if we are otherwise permitted by the **energy laws** to disconnect the **premises**.

Note: The **energy laws** allow distributors and other authorised people to disconnect or arrange the **disconnection of premises** in circumstances additional to those set out above.

12.2 Notification to customers

If we become aware that you have breached any of your obligations under clauses 12.1(c), 12.1(d) or 12.1(e), we must give you a written notice of breach that:

- (a) describes the breach and its implications, including any impact on us and other **customers**;
- (b) describes the actions you could take to rectify the breach;
- (c) gives you a reasonable time to rectify the breach;
- (d) describes the consequences of non-compliance; and
- (e) describes our procedures for handling complaints.

12.3 Notice and warning of disconnection

We may disconnect your **premises** under clauses 12.1(c), 12.1(d) or 12.1(e) only if you have failed to comply with the notice of breach under clause 12.2 and if:

- (a) we have sent you a **disconnection** warning notice that:
 - (i) requires you to rectify, within 5 **business days** of date of receipt of the notice set out in clause 15(b), the issue that could lead to **disconnection**; and
 - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your **premises** in addition to providing a **disconnection** warning notice; and
- (c) you fail to comply with the **disconnection** warning notice within 5 **business days** after the date of receipt.

12.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except in an **emergency**.

12.5 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the **energy laws**, we must not disconnect the **premises** during the following times ('the protected period'):
 - (i) on a **business day** before 8.00am or after 2.00 pm (or 3.00pm for **business customers**); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.

- (b) Your **premises** may be **disconnected** within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an **emergency**; or
 - (iii) as directed by a **relevant authority**; or
 - (iv) if you are in breach of clause 7 which deals with wrongful and illegal use of **energy**;
or
 - (v) if your **retailer** makes such a request on your behalf; or
 - (vi) if your **premises** contain a commercial business that only operates within the protected period and where access to the **premises** is necessary to effect **disconnection**; or
 - (vii) where the **premises** are not occupied.

12.6 Our rights after disconnection

The **disconnection** of the **premises** does not limit or waive any of the parties' rights and obligations under this contract arising before **disconnection**, including any of your obligations to pay amounts to us or your **retailer**.

12.7 Disconnection fee

If you have not complied with a **disconnection** warning notice and we arrive at the **premises** to **disconnect** the **premises** but do not do so because you rectify the matter referred to in the **disconnection** warning notice, you will be liable to pay a reasonable fee for our attendance at the **premises**.

13 RECONNECTION AFTER DISCONNECTION

13.1 Where we must reconnect

- (a) We must arrange for reconnection of the **premises** if, within 10 **business days** of your premises being disconnected:
 - (i) where your **retailer** asked for the **disconnection**—if we are asked by your **retailer** to reconnect the premises; or
 - (ii) in other circumstances if:
 - (A) you ask us to arrange for reconnection of your **premises**; and
 - (B) you rectify the matter that led to the **disconnection**; and
 - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 **business days** following **disconnection** if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If, at the time of the request for reconnection:

- (a) you or your **retailer** have made arrangements for payment of the relevant reconnection charge; and
- (b) you have complied with our requirements under the relevant **energy laws**; and
- (c) the necessary infrastructure to re-energise the **premises** remains in place; and
- (d) you provide safe and unhindered access to the **premises**,

we must re-energise the premises if the request is made:

- (e) before 3.00 pm on a **business day**, on the day of the request; or
- (f) after 3.00 pm on a **business day**, on the next **business day** or, if the request is made before 9.00 pm and you pay any applicable charge, on the day requested by you, and

- (g) where we are able to reconnect you by re-energising the **premises** remotely, subject to paragraphs (e) & (f), we will use our best endeavours to reconnect you within two hours of a request being validated by us,

unless you request a later time. A **retailer** (on your behalf) may agree with us that later times are to apply to us.

13.3 Wrongful disconnection

If we **disconnect** the **premises** where we did not have a right to do so, we must reconnect the **premises** as soon as possible and without charge.

14 OUR OBLIGATION TO COMPLY WITH ENERGY LAWS

- (a) In addition to this contract, we must comply with **energy laws** relating to the provision of **customer connection services** we provide to your **premises** under this contract.
- (b) If there is any inconsistency between the **Electricity Distribution Code** and this contract, the **Electricity Distribution Code** prevails.

15 NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this contract must be:
- (i) in writing; and
 - (ii) left at, sent by ordinary pre-paid post or in electronic form, to the address, telephone number, or email address of the addressee specified or notified in respect of that party, or where you are the addressee, left at, or sent by ordinary pre-paid post to the **premises**.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
- (i) in the case of hand delivery, on the date it is handed to the party, left at the party's **premises** (in your case) or one of our offices (which excludes depots) (in our case); or
 - (ii) on the date two **business days** after it is posted; or
 - (iii) in the case of an email or other forms of electronic communications, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) If a notice is received, or deemed to be received, on a day that is not a **business day**, or after 5.00 pm on a **business day**, it is taken to be received on the next **business day**.

16 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

16.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

16.2 Access to information

Upon request, we must give you information about your **energy** consumption or our charges for **customer connection services**. We may charge you a reasonable fee for information requested more than once in any 12 month period or where the nature, format or frequency of information requested is such that the **energy laws** permit us to charge you a fee.

17 COMPLAINTS AND DISPUTE RESOLUTION

17.1 Complaints

If you have a complaint relating to the supply of **energy** to the **premises**, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

17.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that, if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman (Victoria), GPO Box 469, Melbourne 3001, Tel: 1800 500 509.

18 FORCE MAJEURE

18.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a *force majeure event*):

- (a) the obligation is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

18.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

18.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a *force majeure event* in any manner other than the manner preferred by that party.

19 APPLICABLE LAW

The laws of Victoria govern this contract.

20 GENERAL

20.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

20.2 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include **GST**.
- (b) Where an amount paid by you or by us under this contract is payment for a "taxable supply" as defined for **GST** purposes, to the extent permitted by law, that payment will be increased so that the cost of the **GST** payable on the taxable supply is passed on to the

recipient of that taxable supply.

20.3 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the **energy laws**.
- (b) We must inform you of any material amendments to this contract as required by the **energy laws**.

Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for **customer connection services**;

business customer mean a customer who does not purchase electricity principally for personal, household or domestic use at the relevant **premises**;

business day means a day other than a Saturday, a Sunday or a public holiday in Victoria;

connection point means the point at which a distribution system connects to an **energy** installation or equipment that serves the **premises** of one or more customers;

customer means a person who buys or wants to buy **energy** from a **retailer**;

customer connection services include services relating to the flow of **energy** to your **premises**;

deemed distribution contract means a contract on the terms and conditions and in the form of this document;

disconnection means an action to prevent the flow of **energy** to the **premises**, but does not include an **interruption**;

Electricity Distribution Code means the Electricity Distribution Code issued by the ESC;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity;

energy laws means national and Victorian laws and rules relating to energy and the legal instruments made under those laws and rules, including without limitation the **National Electricity Law**, the **National Electricity Rules**, the Electricity Industry Act 2000 (Vic), the Electricity Safety Act (Vic), the **Electricity Distribution Code**, the Electricity Customer Metering Code, and the distribution licence issued to us by the ESC;

ESC means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of a party;

GSL scheme is the guaranteed service levels scheme operated by the **ESC** under the **Electricity Distribution Code** or any similar successor or replacement scheme established under **energy laws** and which is applicable in Victoria;

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of **energy** from a distribution system to a **customer**, but does not include disconnection;

National Electricity Law means the National Electricity (Victoria) Law as defined in the National Electricity (Victoria) Act 2005;

National Electricity Rules means the rules made under the **National Electricity Law**;

premises means the address at which **customer connection services** are provided to you and, to

avoid doubt, may include your electrical installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is licensed to sell **energy** to **customers**.