



Jemena Electricity Networks
(VIC) Ltd.
ABN 82 064 651 083

PO Box 16182
Melbourne VIC 3000
jemena.com.au

Deemed Standard Distribution Contract for Jemena Electricity Networks

Table of Contents

1.	Definitions and Interpretation	4
1.1	Defined terms	4
1.2	Interpretation	4
2.	Application of this contract	4
2.1	Who are the parties?	4
2.2	When does this contract not apply?	4
3.	Duration of this contract	4
3.1	When does this contract start?	4
3.2	When does this contract end?	5
4.	Scope of this contract	5
4.1	What does this contract cover?	5
4.2	What is not covered?	5
4.3	Supply of Services	6
5.	Compliance with the Distribution Code and the Electricity Law	6
6.	Technical and operational issues	6
6.1	Our technical requirements	6
6.2	Our equipment on your premises	6
6.3	Your equipment on your premises	7
6.4	Your maximum allocated capacity	7
6.5	Assignment of Network Tariffs	7
7.	Charges	7
7.1	What are our charges?	7
7.2	Services we may bill you for	8
7.3	GST	8
7.4	Set-off	8
8.	Our liability	8
8.1	When we are not liable	8
8.2	Limitation of statutory liability	9
8.3	Our liability under the Trade Practices Act, etc.	9
8.4	Quality and reliability of supply	9
8.5	You must take precautions	9
9.	Other terms	9
9.1	Notices	9
9.2	Waiver	10
9.3	Severability	10
9.4	Law of this contract	10
9.5	Glossary	11

INTRODUCTION

These standard terms and conditions for electricity distribution are published under section 40A of the Electricity Industry Act 2000 (the **Act**) and have been approved by the **Regulator**.

These terms and conditions take effect on 1 August 2002. Unless clause 2.2 applies, they form a contract that is binding on Jemena Electricity Networks (Vic) Ltd, and you, the customer, for the period specified in clause 3.

This contract sets out:

the terms and conditions on which we will maintain the connection of your **supply address** to our **distribution system**; and

certain rights and obligations relating to the supply of electricity to your **supply address**.

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 Defined terms

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

1.2 Interpretation

The following rules of interpretation apply in this contract unless otherwise stated.

- (a) **(Acts, etc.)** A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (b) **(Singular and plural)** References to the singular include the plural and vice-versa.
- (c) **(including)** Examples after the words 'including', 'includes' or 'for example' are descriptive only and are not exhaustive.
- (d) **(clauses and schedules)** A reference to a 'clause' or 'schedule' is to a clause of, or a schedule to, this contract.

2. Application of this contract

2.1 Who are the parties?

Unless clause 2.2 applies, this contract binds Jemena Electricity Networks (Vic) Ltd ABN 82 064 651 083 (referred to as 'us', 'we', 'our' or the 'distributor') and any customer whose **supply address** is connected to our **distribution system** and who is a customer of a **retailer** to which we distribute or supply electricity (referred to as 'you', 'your' or the 'customer').

2.2 When does this contract not apply?

This contract does not apply to you in relation to a particular **supply address** to the extent that you have a separate written agreement with us that deals with a provision 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. Duration of this contract

3.1 When does this contract start?

- (a) This contract starts on the date specified in the Introduction on page 1 if your **supply address** is already connected to our **distribution system** on that date.
- (b) If you or your **retailer** request connection or reconnection of a **supply address** to our **distribution system** after that date, this contract starts on the

date that the **supply address** is connected or reconnected to our **distribution system**.

3.2 When does this contract end?

This contract will end on the earlier of:

- (a) the date we disconnect your **supply address** from our **distribution system**;
- (b) the effective date of any new terms and conditions published by us in accordance with section 40A of the **Act**; or
- (c) the effective date of any agreement referred to in clause 2.2.

The ending of this contract will not affect any rights you have against us or we have against you which accrued prior to the ending of this contract or which otherwise relate to or may arise in the future from any breach or non-observance of the provisions of this contract which occurred prior to the ending of this contract.

4. Scope of this contract

4.1 What does this contract cover?

This contract sets out or incorporates the rights and obligations of you and us relating to the way in which **network services** and **excluded services** will be provided to your **retailer** to supply to you in respect of your **supply address**, unless you have a separate contract with us in respect of these matters.

4.2 What is not covered?

This contract does not cover:

- (a) the sale of electricity to you (this is covered by the contract between you and your **retailer**);
- (b) any work carried out by us to connect your **supply address** to our **distribution system** (this would be covered by a separate contract between you and us);
- (c) the supply of any **excluded services** to the extent that they are the subject of a separate agreement between you and us; and
- (d) any work carried out by us to increase the capacity of a **supply point** (this would be covered by a separate contract between you and us).

4.3 Supply of Services

Our **network services**, and some **excluded services**, are provided to your **retailer** who will supply these services to you (unless you have a separate agreement with us in respect of these services). We may supply some **excluded services** to you directly. This contract gives you certain contractual rights in relation to attributes of or incidental to, all those services and imposes some obligations on you (for example, clause 5(b)).

5. Compliance with the Distribution Code and the Electricity Law

- (a) The **Distribution Code** sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the **Distribution Code**.
- (b) You must comply with the obligations imposed on customers under the **Distribution Code**.
- (c) We must comply with the obligation imposed on distributors under the **Distribution Code**.
- (d) If there is an inconsistency between the **Distribution Code** and this contract, the **Distribution Code** prevails. A term or condition of this contract is void to the extent that it is inconsistent with the **Distribution Code**.
- (e) If the **Distribution Code** is amended after the date this contract starts, as specified in clause 3.1, the **Distribution Code** will apply to this contract as amended.
- (f) We will provide to you a copy of the **Distribution Code** upon request from you.
- (g) The parties must also comply with all other applicable provisions of the **Electricity Law** in relation to **distribution services**.

6. Technical and operational issues

6.1 Our technical requirements

You must ensure that your **electrical installation** complies with, and is installed and maintained in accordance with:

- (a) all applicable Australian Standards;
- (b) Electricity Safety Act 1998 and the regulations made under that Act; and
- (c) any other technical requirements reasonably required by us (including but not limited to the **Service & Installation Rules** to the extent that they apply to your **electrical installation**).

6.2 Our equipment on your premises

None of the equipment and assets that we install at your **supply address**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the **supply address** and we may remove them after disconnection of your

supply address. Your obligations in respect of our equipment and assets will continue after this contract ends.

6.3 Your equipment on your premises

Your equipment at your **supply address** connected to the **distribution system** must have a nominal voltage rating within the nominal voltage supply range for the **supply point**.

6.4 Your maximum allocated capacity

You must ensure that the demand for electricity at your **supply address** does not exceed maximum allocated capacity. Your maximum allocated capacity is:

- (a) 40 amps for a single phase connection; or
- (b) otherwise, the rating of the smallest component of the **distribution system** used solely to **supply** electricity to your **electrical installation**,

unless otherwise advised by us directly or via your **retailer**.

If you wish to increase your maximum allocated capacity, we may be entitled to charge you for the cost of any necessary works, as provided for in our customer contribution policy approved by the **Regulator**.

6.5 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 **Regulator** in conjunction with our **network tariffs**. Any such assignment or reassignment will be based on the load and connection characteristics at your **supply point**. Additional information on **network tariffs** may be obtained from your **retailer**, the website maintained by the **Regulator**, or from us.

7. Charges

7.1 What are our charges?

We do not bill you for our **network services**, and certain **excluded services**, we provide to your **retailer**, which your **retailer** provides to you. We bill your **retailer** under our **Use of System Agreement** with your **retailer**.

These charges include:

- (a) our **network tariffs** relating to the supply of electricity to your **supply address**;
- (b) our charges for **excluded services** provided in respect of your **supply address**; and
- (c) any additional or supplementary charge relating to the supply of electricity to your **supply address** if the Regulator has approved that charge, or we are otherwise permitted under the **Electricity Law** to impose that charge.

However, if there is a separate agreement about our services between you and us, we will bill you under that separate agreement.

7.2 Services we may bill you for

We may bill you directly for some **excluded services** that we provide you directly, i.e. that we do not provide to your **retailer** to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.

7.3 GST

Our **approved charges** (if payable by you to us) are inclusive of GST. If the applicable rate of GST changes, we may adjust the amounts payable to reflect the change from the date the change is effective.

Apart from the **approved charges**, all other amounts payable or other consideration provided in respect of supplies made under this contract (**Payment**) are exclusive of GST (if any) unless otherwise specified. If a GST is levied or imposed on any supply made (or deemed to be made) under this Contract then, to the extent permitted by law, the Payment for that supply (or deemed supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.

Where any amount is payable by you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.

7.4 Set-off

You agree to make payments under this contract without set-off or counterclaim and free and clear of any withholding or deduction for **taxes** unless prohibited by law.

8. Our liability

8.1 When we are not liable

Subject to clause 8.3, each party is not liable for any failure to comply with this contract or the **Electricity Law**, as the case may be, if and to the extent that:

- (a) that party is relieved from performance of, or liability in respect of, any of our obligations by the operation of section 117 of the **Act**, section 78 of the **National Electricity Law** or any other provision of the **Electricity Law** (and, for the avoidance of doubt, nothing in this contract varies the operation of any such provision);
- (b) the failure to comply arises as a result of the other party's breach of this contract or the **Electricity Law** or (subject to the party's compliance with its relevant obligations under the **Distribution Code**) by a **force majeure event**;
or

- (c) you have not complied with clause 8.5.

Paragraphs (a) to (c) above are not exhaustive and do not limit or diminish other reasons why each party may not be liable to the other party under the law.

8.2 Limitation of statutory liability

To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this contract and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.

8.3 Our liability under the Trade Practices Act, etc.

The *Trade Practices Act 1974* and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such 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).

8.4 Quality and reliability of supply

You acknowledge that:

- (a) the quality and reliability of the supply of electricity to your **supply address** is subject to a variety of factors which may be beyond our control including, for example, accidents and emergencies, weather conditions, vandalism, system demand, the technical limitations of our network and the acts of other persons, including customers, electricity generators, transmission companies and system controllers;
- (b) we can interrupt or limit the supply of electricity to your **supply address** in accordance with the **Electricity Law**; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.

8.5 You must take precautions

If you are a **business customer** you must 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 electricity supply. These precautions may include, where appropriate, installing surge protection equipment, obtaining a back-up supply or maintaining insurance.

9. Other terms

9.1 Notices

Notices (including all communications) from you to us under this contract must be in writing and may only be sent by hand, prepaid post or fax to:

Level 16, 567 Collins Street, Melbourne, VIC 3000

F +61 3 9173 7516

or to any other address or fax number that we notify to you for this purpose.

If a notice is sent by prepaid post, it is taken to be received two business days after it was posted.

Your **retailer** may send you notices under this contract on our behalf.

9.2 Waiver

A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

9.3 Severability

If any term of this contract is unenforceable, illegal or void then it is severed and the rest of this contract remains in force.

9.4 Law of this contract

The law of Victoria governs this contract.

Schedule 1

Glossary

Words appearing in ***bold and italics*** have these meanings in this contract:

Act means the *Electricity Industry Act 2000* (Vic).

business customer means a customer who is not a ***domestic customer***.

connect means the making and maintaining of contact between the electrical systems of two persons allowing the ***supply*** of electricity between those systems and includes ***energisation*** unless expressly excluded and ***reconnect*** has a corresponding meaning

Distribution Code means the Electricity Distribution Code issued by the ***Regulator***.

distribution services means ***network services, excluded services*** that are not the subject of a separate agreement between you and us and the provision and maintenance of the connection between our ***distribution system*** and a ***supply point***.

distribution system means our distribution network of electric lines and associated equipment.

domestic customer means a customer who purchases electricity principally for personal, household or domestic use at the relevant ***supply address***.

electrical installation means any electrical equipment at a ***supply address*** that is connected to, but not part of, our ***distribution system***.

Electricity Customer Metering Code means the Electricity Customer Metering Code issued by the ***Regulator***.

Electricity Law means:

- (a) the ***Act***;
- (b) the ***Distribution Code***;
- (c) the ***Electricity Customer Metering Code*** issued by the ***Regulator***;
- (d) the distribution licence issued to us by the ***Regulator***;
- (e) the ***National Electricity Law***;
- (f) the Electrical Safety Act 1998;
- (g) the Essential Services Commission Act 2001;

- (h) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- (i) any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard in relation to electricity supply which can be enforced by law or by the **Regulator**, **NEMMCO**, **VENCorp** or any other regulatory authority against electricity distributors or customers.

energisation means the act of the insertion of a fuse or the operation of switching equipment which results in there being a non-zero voltage beyond a point of **supply**.

excluded services means services that we may provide in relation to your electricity supply or connection or the **distribution system** and that are not subject to **network tariffs**.

force majeure event means an event outside the reasonable control of the distributor or the customer (as the case may be).

National Electricity Code means the code of practice for the conduct of the National Electricity Market which is administered by the National Electrical Code Administrator (NECA).

National Electricity Law means the National *Electricity (Victoria) Act 1997* (including the National Electricity Law and the **National Electricity Code**).

NEMMCO means National Electricity Market Management Company Limited.

network services means the transportation and delivery of electricity to **supply points** using our **distribution system** and any other services included in our **network tariffs**.

network tariffs means the tariff or tariffs charged by us in accordance with the **Electricity Law** for distributing electricity using our **distribution system** and the transmission system.

Regulator means the Essential Services Commission or any entity assuming the functions of that Commission in respect of electricity distribution.

Retail Code means the Electricity Retail Code issued by the **Regulator**.

retailer means, in relation to a customer, a person that holds, or is exempt from holding, a retail licence under the **Act** and sells electricity at the customer's **supply address**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 1999, as revised, replaced or amended from time to time.

supply in relation to electricity, means the delivery of electricity.

supply address means the address where a customer is (or will be) supplied with electricity.

supply point means the point where electricity being delivered to a **supply address** leaves our **distribution system**.

taxes means any present or future tax, levy, duty, charge, assessment, impost, reduction, withholding or fee of any nature imposed by any authority together with interest on them and

penalties with respect to them (if any) and charges, fees or other amounts made on or in respect of them except if imposed on our overall net income but includes, without limitation, any carbon tax or similar tax on greenhouse gas emissions.

use of system agreement means an agreement between us and your **retailer** in respect of the provision of **distribution services** by us to your **retailer** and the provision of certain services by your **retailer** to us.

VENCorp means Victorian Energy Networks Corporation.