



## Essential Energy

# Deemed Standard Connection Contract for Large Customers with or without Embedded Generation – High Voltage

Approved by the AER under section 75 of the National Energy Retail Law

Effective 1 December 2017



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## PREAMBLE

This Contract is about the services which cover connection of your *Premises* to our High Voltage Distribution System, and have *Energy* supplied to your *Premises* where you are a *Large Customer*. 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:

[www.essentialenergy.com.au](http://www.essentialenergy.com.au).

## 1. THE PARTIES

This Contract is between:

Essential Energy (a statutory state-owned corporation incorporated under the *Energy Services Corporation Act 1995* (NSW)) having the contact details as follows: Address: Essential Energy, PO Box 5730, Port Macquarie NSW 2444, Phone: 13 23 91, 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

- (a) Capitalised or italicised terms used in this Contract have the same meanings as they have in the Dictionary section of this Contract or in the *National Energy Retail Law*, the *National Energy Retail Rules* and the *National Electricity Rules* (“the Rules”) (some of which are explained in simplified form in the Dictionary at the end of this Contract).
- (b) Where the simplified explanations in the Dictionary differ from the definitions in the *National Energy Retail Law*, the *National Energy Retail Rules* and the *Rules*, the definitions in the *National Energy Retail Law*, the *National Energy Retail Rules* and the *Rules* prevail.

## 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 standard connection contract for High Voltage *Customers* under the *National Energy Retail Law*.

### 3.2 Does this Contract apply to you?

This Contract applies to you if your *Premises* are connected to our High Voltage Distribution System, you are a *Large Customer* and you do not have another *Customer Connection Contract* with us for those *Premises*.

### 3.3 What if I need a new connection?

If you require a New Connection or a Connection Alteration to your existing Connection we will provide you with a Connection Offer in accordance with the *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.

### 3.4 Electricity or gas

Our Distribution System is an electricity distribution system and references in this Contract to *Energy* are to electricity.

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

### 4.1 When does this Contract start?

If your *Premises* are connected to our High Voltage Distribution System, this Contract starts on the date when you start to take supply of *Energy* or connection services (whichever occurs first) or an existing Standard Form Customer Connection Contract ends or is replaced with this Contract 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 the date we disconnect the *Premises* (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 *Rules*, if you have not within that period asked your *Retailer* to reconnect the *Premises* and met the requirements in the *Rules* 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 (including by repairing or replacing it where necessary), up to the *Connection Point*, 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 Customer Service Standards

- (a) We are required under the laws of New South Wales to meet certain standards in relation to reliability of supply under our licence.
- (b) If we do not meet a relevant service standard and you are entitled to a payment under the relevant laws, we will make a payment to you in accordance with the relevant laws.

## 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* of any change to your contact details; and
- (b) inform your *Retailer* 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. 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*.

### 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 *distributor planned interruption* or *unplanned interruption* to the supply of *Energy* to the *Premises*; and
  - (ii) at least 4 *Business Days* notice in writing of any *distributor planned interruptions* to the supply of *Energy* to the *Premises*; 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.

## 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. LIABILITY

### 8.1 Exclusion of implied warranties

- (a) 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*.
- (b) 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.

## 8.2 Effect of legislation

Notwithstanding any other provision of this Contract, nothing in this Contract is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

## 8.3 Limitation of liability for breach of a consumer guarantee

If you are a “consumer” and we are taken to have supplied you with “goods” or “services” for the purposes of the *Australian Consumer Law*, certain consumer guarantees may apply. However, to the fullest extent permitted by law, our liability, if any, for a breach of a non-excludable guarantee under the *Australian Consumer Law* in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption is limited, at our option, to:

- (a) in the case of goods, one of the following – the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods, the payment of the cost of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
- (b) in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

## 8.4 Statutory immunity

You acknowledge that the terms of this Contract do not represent a waiver by us of, nor an agreement to vary or exclude, any limitation of our liability under sections 119 or 120 of the *National Electricity Law* and section 316 of the *National Energy Retail Law*.

## 8.5 Limitation of our liability

- (a) To the fullest extent permitted by law, our liability in tort (including negligence), in contract or otherwise for loss or damage suffered by you as a result of any act, omission or breach by us of this Contract is excluded.
- (b) To the fullest extent permitted by law, we are not liable for any indirect, special, third party or consequential loss or damage (including, without limitation, economic loss, loss of profit, loss or corruption of data or business interruption) suffered by you.

## 8.6 Indemnity

You indemnify us against any loss or damage suffered by us in connection with:

- (a) the control and use of electricity on your side of the *Connection Point*; and
- (b) the installation, operation or maintenance of any *Embedded Generating Unit* at the *Premises* and any supply of *Energy* to our Distribution System from any such *Embedded Generating Unit*.



## 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 or our authorised representatives to:

- (a) read, test, maintain, inspect or alter any 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) disconnect the *Embedded Generating Unit* under clause 11.7; and
- (g) examine or inspect an *Energy* installation at the *Premises*; and
- (h) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the *Premises*; and
- (i) undertake repairs, testing or maintenance of the Distribution System; and
- (j) clear vegetation from the Distribution System including any equipment owned by us; and
- (k) take action to determine the appropriate tariff or charging category for the *Premises*; and
- (l) 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. TECHNICAL MATTERS

### 10.1 High Voltage Connection technical requirements

As you have a High Voltage Connection at the *Premises*, you and we must comply with:

- (a) our Connection Guidelines for High Voltage Connections as published on our website from time to time; and
- (b) the NSW Service and Installation Rules; and
- (c) rule 5.3 of the *Rules* (or rule 5.2 of the *Rules* for Generators).

### 10.2 High Voltage Switching and Operating

You and we must comply with our High Voltage Customer Switching and Operating Protocol as published on our website from time to time.

### 10.3 Protection, Controls and Alarms

- (a) We must both implement parameter settings for protection and control equipment in accordance with the

*Rules.*

- (b) You must include protection devices in each incoming supply, as well as the control device required by AS/NZS 3000 – Australian/New Zealand Wiring Rules and the NSW Service and Installation Rules.
- (c) Protection devices must ensure discrimination with our protection devices, in the event of a fault on any part of your installation. You must include the relevant details of your proposed main protection devices in the design submission.
- (d) Where batteries are used to operate the incoming supply circuit breaker's trip mechanism, the battery must be provided with:
  - (i) automatic charging equipment; and
  - (ii) a battery-condition indicator; and
  - (iii) an under voltage alarm.

#### 10.4 Exceeding Agreed Connection Point Transfer Capability

- (a) You must not exceed the Power Transfer Capability of your *Connection Point* at your *Premises* without our prior written consent.

## 11. NETWORK SERVICES FOR EMBEDDED GENERATING UNITS

### 11.1 Application of this clause

This clause 11 only applies to you if you have an *Embedded Generating Unit* connected at the *Premises*.

### 11.2 Provision of Network Services

- (a) We will provide you with network services necessary to connect your *Embedded Generating Unit* to our Distribution System on the terms and conditions set out in this Contract.
- (b) You must not generate and transmit electricity from your *Embedded Generating Unit* to us at a rate greater than the Power Transfer Capability.
- (c) Unless your *Embedded Generating Unit* is already connected to our Distribution System, you must not connect your *Embedded Generating Unit* to our Distribution System until you have applied to us to have it so connected, the matters set out in clause 11.3 have been satisfied and we have given you written approval that the *Embedded Generating Unit* may be connected.

### 11.3 Generator Requirements

- (a) You must provide us with a copy of the certification that your *Embedded Generating Unit* complies with AS4777. If your *Embedded Generating Unit* does not comply with AS4777 you will be required to provide us with appropriate documentation as determined by us.
- (b) You must comply with the applicable requirements and conditions of connection set out in the *Rules* and in this Contract. In the event of an inconsistency between them, this Contract will prevail unless compliance with the relevant provision of this Contract would adversely affect the quality or security of network services to other network users (in which case the relevant provision of the *Rules* will prevail).

### 11.4 Compliance with Relevant Standards

The installation, operation and maintenance of your *Embedded Generating Unit* must be in accordance with relevant standards, including but not limited to *Energy Laws* and matters notified by us from time to time, by accredited contractors at your cost, including in accordance with the requirements of:

- (a) NSW Service and Installation Rules; and
- (b) AS/NZS 3000 Australian/New Zealand Wiring Rules; and
- (c) AS4777 Grid Connection of energy systems via inverters (as applicable); and
- (d) The *Rules*.

## 11.5 Safety Requirements

- (a) You must take all reasonable precautions to prevent the intentional or unintentional islanding of your *Embedded Generating Unit*.
- (b) You must install and maintain anti-islanding relays to isolate your *Embedded Generating Unit* in the event of an *interruption* to the supply of *energy* to the *Premises*.
- (c) You must install warning signs on the main switchboard and on all distribution boards in a prominent position indicating that an energy generation system is connected at the *Premises*.

## 11.6 Metering

Your meter must comply with the *Energy Laws* and permit the electricity generated by your *Embedded Generating Unit* to be measured in accordance with the *Energy Laws*.

## 11.7 Disconnection of the Embedded Generating Unit

- (a) We may disconnect the *Embedded Generating Unit* from our Distribution System at any time without notice if we determine that:
  - (i) the *Embedded Generating Unit* is dangerous to our staff, representatives or other parties; or
  - (ii) the continued operation of the *Embedded Generating Unit* is dangerous to the integrity of our Distribution System.
- (b) We may require you to interrupt or reduce delivery of electricity into our Distribution System:
  - (i) so we can construct, install, maintain, repair, remove, investigate or inspect any of our equipment or part of our Distribution System;
  - (ii) if we believe it is necessary because of an *Emergency*, forced outage or danger or to comply with best industry practice or any law;
- (c) You may disconnect your *Embedded Generating Unit* from our Distribution System 5 *Business Days* from the date that you give us notice of your intention to do so.

## 11.8 Your obligations

- (a) You are responsible for the cost of designing, installing, operating and maintaining your *Embedded Generating Unit*.
- (b) You must obtain any authorisation or permits required for the connection and operation of your *Embedded Generating Unit* including local government approvals or building permits.

## 11.9 Tax

There may be tax implications for you associated with your supply of electricity into the Distribution System. You should seek independent taxation advice.

## 12. INTERRUPTION TO SUPPLY

### 12.1 Distributor may interrupt supply

We may interrupt the supply of *Energy* to your *Premises* where permitted under the *Energy Laws*, including for a *distributor 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*.

### 12.2 Distributor planned interruptions(maintenance, repair, etc)

- (a) We may make *distributor planned interruptions* to the supply of *Energy* to the *Premises* 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 *distributor planned interruption*, we will give you at least 4 *Business Days* notice by mail, letterbox drop, press advertisement or other appropriate means, or as specified in the Operating Protocol for your *Premises*.

### 12.3 Unplanned Interruptions

- (a) We may interrupt the supply of *Energy* to your *Premises* in circumstances where we consider that a *Customer's Energy* installation or the Distribution System poses an immediate threat of injury or material damage to any person, property or the Distribution System, including:
  - (i) for unplanned maintenance or repairs; or
  - (ii) for health or safety reasons; or
  - (iii) in an *Emergency*; or
  - (iv) as required by a *Relevant Authority*; or
  - (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.

### 12.4 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* 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.
- (c) For any *retailer planned interruptions* arranged by your *retailer*, we may refer you to your *retailer* to provide

information.

## 13. OUR CHARGES

### 13.1 Payment

The amounts you are billed under your contract with your *Retailer* include our charges for ongoing *Customer Connection Services*.

### 13.2 Determination of our charges

We will determine our charges for a *Billing Cycle* in accordance with the *Energy Laws*.

### 13.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charging category that applies to you for the supply of *Energy* to your *Premises* we must advise your *Retailer* of those conditions.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

## 14. DISCONNECTION OF SUPPLY

### 14.1 When can we disconnect?

Subject to us satisfying the requirements in the *Rules*, 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 fail to pay any direct charges (where relevant) to us under this Contract; or
- (d) 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
- (e) 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
- (f) 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
- (g) in an *Emergency* or for health and safety reasons; or
- (h) if required to do so at the direction of a *Relevant Authority*; or
- (i) 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.

### 14.2 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*.

### 14.3 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*.

## 15. NOTICES AND BILLS

- (a) Notices and bills (where relevant) under this Contract must be sent in writing, unless this Contract or the *Rules* say otherwise.
- (b) A notice or bill sent under this Contract is taken to have been received by you or by us (as relevant):
  - (i) 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 2 *Business Days* after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

## 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* for up to 2 years free of charge. We may charge you a reasonable fee for information requested;

- (a) more than 4 times in the previous 12 months; or
- (b) that is different in manner and form to any minimum requirements we are required to meet; or
- (c) by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one *customer*.

## 17. DISPUTE RESOLUTION

If a dispute between the parties arises, the parties will use their best endeavours to resolve the dispute in accordance with our standard complaints and dispute resolution procedures and *Energy Laws*. Our standard complaints and dispute resolution procedures are published on our website.

## 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, other than an obligation to pay money (including, in our case, a payment for failure to meet a

guaranteed service level), 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 New South Wales 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.
- (c) Subject to receipt of an effective tax invoice, you must pay all applicable *GST* at the same time as you pay us or your *Retailer*.

## 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 *National Energy Retail Law*.
- (b) We must inform you of any material amendments to this Contract as required by the *National Energy Retail Law*.

## 21. DICTIONARY

**Australian Consumer Law** means the law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth);

**Billing Cycle** means the regular recurrent period for which we charge for *Customer Connection Services*;

**Business Day** means a day other than a Saturday, a Sunday or a public holiday;

**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*;

**Disconnection** means an action to prevent the flow of *Energy* to the *Premises*, but does not include an *Interruption*;

**Distributor planned interruption** means an interruption of the supply of *energy* for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a *retailer planned interruption*); or
- (c) the installation of a new connection or a connection alteration;

**Embedded Generating Unit** means a generator of electricity and all the related equipment essential to its functioning as a single unit connected within the Distribution System, whether or not it is a complying generator as defined in the *Electricity Supply Act 1995* (NSW).

**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 or gas (as relevant to this Contract);

**Energy Laws** means national and State and Territory laws and rules relating to *Energy* and the legal instruments made under those laws and rules;

**Force Majeure Event** means an event outside the control of a party;

**GSL Scheme** (or Guaranteed Service Level Scheme) has the meaning given in the *National Energy Retail Law*;

**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*;

**Large Customer** means a business *customer* that consumes or is expected to consume electricity at business *premises* at a rate of at least 100MWh per year;

**National Electricity Law** means the Law of that name that is applied by each participating State and Territory;

**National Energy Retail Law** means the Law of that name that is applied by each participating State and Territory;

**National Energy Retail Rules** means the rules made under the *National Energy Retail Law*;

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

**Premises** means the address at which *Customer Connection Services* are provided to you and, to avoid doubt, may include your electrical or gas 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 authorised to sell *Energy* to *Customers*; and

**Retailer planned interruption** means an *interruption* that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and
- (b) does not involve the distributor effecting the *interruption*; and
- (c) is not a *distributor planned interruption*;

**Rules** means the National Electricity Rules made under the *National Electricity Law*.