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ActewAGL

# Electricity Connection and Distribution Standard Customer Contract

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## Electricity connection and Distribution Standard Customer Contract

A This contract sets out the standard terms on which *ActewAGL* provides *connection services and distribution services* to customers in the ACT. All ACT customers have a right to connection on these terms.

B If you negotiate different terms with us, this contract will cease to apply.

*Multiple premises*

C If you have a number of premises at different sites in the ACT or in the same building, this contract applies separately to each of those premises.

*Separate supply terms*

D This contract works in conjunction with the standard customer contract for electricity supply or your negotiated customer contract with an electricity supplier.

*Words in italics*

E Words shown in italics have the meaning given in Schedule 1.

*Codes*

F There are references to a number of codes throughout this contract. Contact the *Australian Energy Market Commission* if you would like a copy of the *National Electricity Rules*. Contact the *Independent Competition and Regulatory Commission* if you would like a copy of any of the other codes.

# TERMS

## Enquiries and complaints

1.1 Enquiries or complaints should be directed to our enquiries line on ***13 14 93*** or submitted in writing to GPO Box 366, Canberra 2601. We are committed to resolving any enquiries or complaints as soon as reasonably possible.

1.2 To report faults and emergencies, call our 24 hour service line on ***13 10 93***.

## Your choice of provider for connection work

*Your choice*

2.1 You may choose to have another person carry out the work required to connect your premises to the *electricity network*, or to vary the capacity of the connection.

2.2 Your contractor is not permitted to link into the live power lines. We will carry out that work, on request. A fee applies, as shown in our *Schedule of Charges.*

2.3 If you choose to engage another person under 2.1, you must:

(a) inform us of the name of the contractor and the work to be carried out; and

(b) ensure that the person carrying out the work is *accredited* for that type of work.

2.4 If you are a tenant or occupier, you must provide us with written authorisation from the owner before we may undertake connection work at the premises.

## What obligations do you have?

*New Connections*

3.1 Before we can connect your premises to the *electricity network*, you need to:

(a) apply to us in writing, over the phone or electronically;

(b) provide any details about you or your premises that we reasonably request;

(c) provide any of the other things referred to in the Consumer Protection Code or the Electricity Metering Code;

(d) demonstrate that you have a legal right of occupation of the premises; and

(e) pay any applicable charges.

*Keep us and your electricity supplier informed of changes*

3.2 (a) You must inform us promptly if there is a change in:
(i) access to the meter; or
(ii) your *equipment* or appliances such as welders which may affect the quality of our supply.

(b) You must inform your electricity supplier promptly if there is a change in your contact details and request that they notify us of the change.

*Life support equipment*

3.3 If someone residing at your premises depends on life support equipment that is reliant on electricity, you must inform your electricity supplier and request them to notify us, so that the premises can be registered. We are not permitted to disconnect

registered premises, as described in 11.1.

3.4 You can apply for registration:

(a) by writing to your electricity supplier and providing a certificate from your doctor; or

(b) through your local hospital.

3.5 You must promptly notify your electricity supplier, and request that they promptly notify us, if the person using life support equipment ceases to live at the premises, or if they no longer require that equipment.

*Supply quality and backup*

3.6 If you need uninterrupted supply for your premises, it is your responsibility to provide a back-up power supply.

3.7 If you have sensitive electronic equipment such as computers, you should decide whether you need to protect that equipment through use of line filters or other measures.

3.8 If you need any advice about back-up power supply options or other protective measures, please call our faults and emergencies line 13 10 93.

*Your equipment*

3.9 You are responsible for the operation and maintenance of *your equipment* and must ensure that equipment complies with our *Service and Installation Rules*.

3.10 You must also ensure that any person performing work on *your equipment* is *accredited* for that type of work.

3.11 The boundary between your equipment and our *electricity network* is described in the Electricity Network Boundary Code, or as otherwise agreed with you in writing. We are responsible for everything on our side of the boundary, plus any metering equipment provided by us, and you are responsible for everything on your side of the boundary (other than that metering equipment).

*Protection of our network*

3.12 You must:

(a) use reasonable endeavours to protect our

*equipment* installed on your premises from unauthorised interference; and

(b) notify us of any interference, defect or damage within 5 *business days* of becoming aware of it.

3.13 You must pay the reasonable costs of repair or replacement of our *equipment* installed on your premises, on request, if the defect or damage was:

(a) caused by you; or

(b) caused by another person in circumstances where you failed to take reasonable care to prevent that.

3.14 You must not permit vegetation or structures to be closer than the minimum statutory clearances from our power lines and other parts of the *electricity network.* The *Utility Networks (Public Safety) Regulation 2001* prescribes minimum distances of general application. Greater distances may be advisable to delay encroachment from vegetation regrowth.

3.15 You must not do anything that interferes with the safe or efficient operation of our *electricity network*, or permit anyone else to do so, for example by building a structure, such as a child's cubby house, within an electricity *easement* that obstructs access to an electricity pole.

3.16 You must not, without reasonable excuse:

(a) throw or otherwise project an object at our *electricity network*; or

(b) touch or interfere with an object resting on or entangled in the network.

*Access to meters*

3.17 You must ensure our employees, contractors and agents have unhindered access to the electricity meter to read, test, replace or repair the meter.

3.18 If you do not provide this access, you may be required to pay the reasonable costs of any further attendances required at your premises as a result.

3.19 If you wish to lock off access to the meter, contact our enquiries line on 13 14 93 for details of our

requirements.

*Access more generally*

3.20 You must ensure that vegetation and structures located on the premises do not interfere with our ability to access and inspect our equipment and infrastructure, whether that equipment or infrastructure is located above or below ground.

3.21 If you wish to lock off access to our infrastructure or equipment on your premises, contact our enquiries line on 13 14 93 for details of our requirements.

*Interference to our network*

3.22 If we reasonably consider that your connection or any of *your equipment* is having an adverse effect on the *electricity network*, you must comply with any reasonable directions we give you to correct that interference or effect.

*Seals on electricity equipment*

3.23 If you break any of the seals attached to our equipment, (which is an offence subject to prosecution) you must pay our reasonable costs of:

(a) testing, repairing, replacing or restoring the equipment; and

(b) recording any adjustments to our registration or record of the equipment.

*Load data*

3.24 You must provide us with the load data, forecasts and other information we reasonably request from time to time to enable us to undertake the planning and development of the *electricity network* and to assist us in assessing the performance of the network.

*Our staff on your premises*

3.25 You must notify us of:

(a) the existence of any hazard located at your premises; and

(b) the precautions which should be taken to avoid that hazard.

3.26 For industrial premises, you must provide our employees, contractors and agents with safe working conditions consistent with relevant occupational health and safety and other laws.

*Bypassing the meter*

3.27 You must not remove, tamper with or bypass the

electricity meter, or permit anyone else to do so.

*Other customer obligations*

3.28 You must deal honestly with us.

3.29 You must comply with:

(a) applicable *electricity law*;

(b) any obligations in the codes published under the *Utilities Act 2000* that are expressed to apply to customers;

(c) our *Service and Installation Rules*; and

(d) any reasonable directions we give you under the law, the codes or those rules.

## What standard of service can you expect?

*Customer service standards*

4.1 We will meet the customer service standards described in the Consumer Protection Code in our dealings with you.

*Continuous supply, quality and frequency not guaranteed*

4.2 We are committed to operating and maintaining the *electricity network* so that you receive a high quality electricity supply that meets the requirements of the Electricity Distribution (Supply Standards) Code, and to minimising interruptions to your supply.

4.3 However, your electricity supply is subject to a variety of factors which include accidents, weather, the acts of third parties and the need to work on the electricity generation, transmission and distribution systems. Accordingly, we are unable to guarantee that there will be no:

(a) variations in the quality or frequency of your electricity supply; or

(b) interruptions to your supply,

within the limits set by the code.

*Correction of interruptions to supply*

4.4 If there is an interruption to your electricity supply, we will endeavour to correct it as soon as possible.

*Planned interruptions*

4.5 We may disconnect, interrupt or reduce your electricity supply:

(a) in the circumstances permitted by the Consumer Protection Code; or

(b) as permitted or required by applicable

*electricity law.*

4.6 We will give you at least 2 days notice of a planned interruption (or 4 days if your premises are registered for life support equipment under 3.3), unless you give your consent or there is an emergency.

4.7 If your premises are registered for life support equipment under 3.3, you may request a longer period of notice if that is reasonably necessary.

4.8 The notice must comply with the requirements of the Consumer Protection Code.

*Unplanned interruptions*

4.9 In the case of an unplanned interruption to your services, you may call our faults and emergencies line on 13 10 93 for information on, among other things, the nature of the interruption and the estimated time of restoration of supply.

*What can you do if your electricity supply is being affected by another customer?*

4.10 You may contact us if you believe another customer's equipment is having an adverse effect on your electricity supply.

4.11 We will investigate the situation and (if applicable) seek to rectify it in accordance with the Electricity Distribution (Supply Standards) Code.

4.12 You may be charged for any test conducted as a result.

## What other rights do you have?

*Ask for identification*

5.1 You are entitled to ask our employees, contractors or agents attending your premises for identification before they ask you questions or carry out work. Our employees carry photographic *ActewAGL* identity cards.

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| *Are you having difficulties paying an account?* | 5.2 | If you are having difficulties paying your account, you may call us to discuss alternative payment arrangements including, for *residential premises*:<br>(a) advance payment or instalment payment plan options;<br>(b) available Territory government assistance programs; and<br>(c) information about independent financial counselling services.<br>We will provide this information to you free of charge. |
| *You may request information* | 5.3 | You may request us to provide you with information regarding:<br>(a) load profiles and power factors, if applicable;<br>(b) meter readings for the *connection services and distribution services* we supply to your premises;<br>(c) your account.<br>We will provide this information to the extent it is reasonably available to us. |
| *Report on supply interruptions* | 5.4 | If an unplanned interruption to your supply occurs due to a fault on *our side* of a *connection point*, we will provide you with a report on the interruption on request. A request must be made within a reasonable time of the interruption occurring. |
| *Increases in your demand* | 5.5 | If you want to increase the electricity load (maximum demand) beyond the existing capacity of your network connection and the local area supply, you will need to give us reasonable notice to enable us to undertake the necessary augmentation of the *electricity network*. |
| | 5.6 | In appropriate circumstances we may agree to allow you to increase your maximum demand beyond the existing capacity of the local area supply on an interim basis, but only if you agree to comply with any reasonable restrictions on use as notified to you by us, from time to time. |
| *When we are permitted to contact you* | 5.7 | We are only permitted to contact you:<br>(a) between 9.00am and 8.00pm weekdays;<br>(b) between 9.00am and 5.00pm Saturdays and Sundays; and |

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|---|---|---|
| | | (c) not at all on ACT public holidays,<br>unless there is an emergency or you give your consent. |
| *Notices from us* | 5.8 | The Consumer Protection Code imposes requirements on the way in which we can give you written notices under this contract. |
| *Service Failure Rebate* | 5.9 | You may be entitled to a rebate if we fail to meet the minimum service standards described in Schedule 1 of the Consumer Protection Code. The amount of any rebate is shown in the Code. To ascertain rebate details or apply for a rebate phone 13 14 93. |
| *Work done by us on your premises* | 5.10 | If we do work on your premises or nature strip, we are required to take reasonable steps to reinstate the property to a similar condition, unless that would involve:<br>(a) an interference with a network facility; or<br>(b) a contravention of ACT law. |
| *You may request disconnection* | 5.11 | You may ask us to disconnect your premises by giving us at least 3 *business days* notice in writing, in person, over the phone or electronically. |
| *Charges payable on disconnection* | 5.12 | If you have given us at least 3 *business days* notice and an address to which a final account may be sent, you will only be required to pay for services provided up to the date of disconnection shown in your notice, in addition to any applicable fees shown in our *Schedule of Charges*. |
| | 5.13 | If you have not given us at least that much notice, we may require you to pay all charges until whichever of the following occurs first:<br>(a) the date stated by us in a written notice to you;<br>(b) the date of the final meter reading; or<br>the date we disconnect, suspend or transfer the service. |
| *Additional obligations for Registered Participants* | 5.14 | If you are a *Registered Participant*, then in addition to your other obligations under this contract, you must provide and maintain all your facilities consistent with *good electricity industry practice* |

and operate *your equipment* in a manner to:

(a) assist in preventing or controlling instability within the power system;

(b) assist in the maintenance of, or restoration to a satisfactory operating state of the power system; and

(c) prevent uncontrolled separation of the power system into isolated regions or partly combined regions, intra-regional transmission breakup, or cascading supply interruptions, following any power system incident.

## Charges

*Schedule of Charges*

6.1 ActewAGL's charges are shown in our *Schedule of Charges*. Our *Schedule of Charges* forms part of the terms of this contract and must be read in conjunction with this contract. A copy of our *Schedule of Charges* is available from us free of charge, on request or from our website at www.actewagl.com.au.

6.2 Once you are connected to the *electricity network,* the principal service we provide is our *network service*. This involves the distribution of electricity through our *electricity network* and other networks from the point of generation.

6.3 Network charges will be included by your electricity supplier in your electricity account, unless we notify you otherwise. We will calculate the network charges on the basis of your electricity consumption measured in accordance with 8.

*Charges for provision of information*

6.4 If you have requested information under clause 5.3, you must pay our reasonable costs of providing that information, unless that information relates to account or metering information for the 12 months prior to the date of your enquiry, which will be provided free of charge.

*Other services*

6.5 If we provide you with other services, for example meter reading or maintenance of *your equipment*, additional fees will be payable for those services under a separate contract.

*Extension and equipment costs*

6.6 We may charge you for any work undertaken to:

(a) in the case of new connections – extend the

*electricity network*, or increase the capacity of the network, to connect your premises; or

(b) in the case of existing connections - vary the capacity of the *electricity network,* or the connection to your premises, due to an increase in your demand for electricity or a request by you; or

(c) remove or relocate infrastructure at your request.

The amount of the payment will be determined by us, subject to any limits imposed by applicable *electricity law* (including any applicable Capital Contributions Code).

*Other charges*

6.7 You must pay us any other amounts we are permitted to charge by *electricity law*.

*Payment of accounts*

6.8 Subject to 6.3, accounts will be issued to you for any amount payable under this contract at least every 120 days, unless you agree otherwise.

6.9 Each account will contain the information applicable to *network services* required by the Consumer Protection Code.

6.10 You must pay an account by the due date shown on the account. We will give you at least 12 *Business Days* to pay from the date on which the account is sent to you, unless you agree to a shorter period.

6.11 Payment may be:

(a) by mail;

(b) in person at any of our designated offices or agencies;

(c) by cash or cheque, direct debit or any other method provided by us consistent with the Consumer Protection Code.

6.12 Any amount payable which remains unpaid after 14 days from the due date (or is paid by a method which is later dishonoured or rejected), is a debt to us and we may charge you *interest* from the original due date.

*Errors in accounts*

6.13 If we discover we have overcharged you, we will promptly credit the overpayment to your account.

6.14 If we find we have undercharged you, we may adjust your account to collect the amount you were undercharged. Provided that you did not contribute to the undercharge occurring, our backcharge cannot go back more than 12 months in accordance with the Consumer Protection Code.

*Disputed accounts*

6.15 We will seek to resolve any disputes about accounts in accordance with the Consumer Protection Code.

*GST*

6.16 GST applies to the services provided under this contract. The charges shown in our *Schedule of Charges* include GST.

6.17 Your account will show the GST component of our charges as a separate item.

## Can you be required to provide a security deposit?

7.1 You must provide us with a security deposit, if required by us.

7.2 We may only require a security deposit as permitted by the Consumer Protection Code.

7.3 We may draw on a security deposit provided by you if you fail to pay an amount due under this contract.

7.4 You are entitled to have your security deposit (plus any interest) refunded if you pay your accounts by the due date for a continuous period of 12 months.

## Measuring your electricity consumption

*Installation of meters*

8.1 We will provide a standard meter for your premises if at any stage they are not metered, and will provide a non-standard meter if you request. In some cases, we may require you to have a non-standard meter.

8.2 A standard meter will be provided free of charge. If a non-standard meter is provided, we will only charge you the difference between the cost of a standard meter and the cost of the meter provided.

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| | 8.3 | We will install the meter, or if you are eligible under the *National Electricity Rules* you may arrange for it to be installed by another person who is *accredited* for that type of work. They must comply with our *Service and Installation Rules* when installing a meter. |
| *Replacement of existing meter* | 8.4 | You can request us to replace an existing meter at your premises with an interval meter. If the existing meter is not defective (as defined in the *National Electricity Rules)* or is not otherwise part of our scheduled replacement program, we will charge you the fee set out in our *Schedule of Charges*. |
| *Meter reading and inspections* | 8.5 | We will arrange for our meters at your premises to be read each account period, unless you are a *contestable customer* and have engaged a *Metering Data Provider* authorised by *NEMMCO*. |
| | 8.6 | Alternatively, we may estimate your consumption for a period as permitted by 8.8 to 8.10. |
| *Check readings* | 8.7 | In addition, we will check the accuracy of a recent meter reading, on request from your electricity supplier. You are entitled to one free check reading for each account period. The fee for additional check readings is shown in our *Schedule of Charges* and will be included in your next account following the additional check reading. |
| *Estimating your electricity consumption* | 8.8 | We may estimate the quantity of electricity supplied to your premises in the circumstances described in the Electricity Metering Code. |
| | 8.9 | Where possible, estimates will be calculated in accordance with the *National Metrology Procedure*, which may include reference to an adjacent reading period or periods. |
| | 8.10 | We may adjust a later account to reflect the actual consumption, once known or more accurately estimated. |

*Testing of meters at your request*

8.11 You may request us (or an *accredited* service provider) to test any of our meters on the premises. We must carry out the test within 15 *Business Days* or as otherwise negotiated with you. You have the right to be present during the test. The procedures in the Electricity Metering Code and *National Electricity Rules* will then apply.

8.12 We will refund the cost of the test if it shows the meter is defective as defined in the *National Electricity Rules*.

*We may initiate a test or replacement*

8.13 We may test any of our meters on your premises at our cost.

8.14 We may replace any of our meters on your premises at our cost, for reasons including but not limited to compliance with *electricity law*. When replacing meters, we will comply with our obligations under *electricity law*.

*Faulty meters or incorrect readings*

8.15 We will adjust our record of your consumption as necessary if:

(a) the metering equipment installed on your premises is defective; or

(b) a check reading shows a reading to be incorrect.

*Ownership of meters*

8.16 Electricity meters provided by us on your premises remain our property.

*Maintenance of meters*

8.17 We will use reasonable endeavours to have our electricity meters at your premises maintained in working order.

*Protecting your metering information*

8.18 We will use reasonable endeavours to prevent unauthorised access to your metering information.

## Use of your personal information

*Your right to privacy*

9.1 We respect your privacy and are committed to complying with the *Privacy Act 1988*, the National Privacy Principles in that Act and any other applicable law regarding privacy.

9.2 For any enquiries concerning privacy or the personal information we hold about you, please contact our

privacy officer on 13 14 93.

*Obtaining information from credit agencies*

9.3 We may obtain information related to your creditworthiness (including a consumer credit report) from a credit reporting agency, or from any business that reports on creditworthiness or any credit provider.

*Use of contact details*

9.4 We may use your contact details:

(a) to contact or correspond with you for the purposes of this contract (for example to inform you of service disruptions or to send you accounts); or

(b) to send you our newsletter and promotional offers from us or a third party; or

(c) for other public interest purposes, such as safety, fundraising by charities and informational programs,

but we will not disclose your details to any third party in so doing.

9.5 If you do not wish your details to be used for information, promotional, or market research purposes, please contact our customer service line on 13 14 93. We will, without charge, mark your details so that their use is restricted to matters central to this contract such as sending you notice of interruption to supply.

*Use of other personal information*

9.6 We may use any personal information we hold about you, including your contact details, to:

(a) assess your ongoing creditworthiness or the status of any account you have with us; or

(b) determine the level of security required under this contract; or

(c) collect overdue payments.

9.7 We may cross reference your personal information across any electricity, natural gas, and water and sewerage services we provide to you, to check the accuracy of your contact details.

*Disclosure of information*

9.8 We may disclose information about you (including your contact details and creditworthiness information) or your metering information, in the circumstances permitted by the Consumer Protection Code or as otherwise permitted or required by law.

## Our access to your premises

10.1 You must allow our employees, contractors and agents to enter your premises:

(a) to carry out connection work; or

(b) to read or test meters; or

(c) to inspect, maintain, repair or replace our property; or

(d) to disconnect buildings or premises in accordance with this contract; or

(e) where otherwise permitted by law.

10.2 While our personnel are on your premises, we will ensure that they:

(a) observe all applicable safety conditions required by law; and

(b) for industrial premises, where you have given us reasonable prior notice:

(i) comply with any reasonable work safety rules in force at your premises; and

(ii) if necessary, work in protective equipment and clothing supplied by you in general use at your premises.

## Disconnection by us

11.1 We may disconnect your premises:

(a) if you do not have a legal right of occupancy of the premises; or

(b) if you fail to pay an account by the due date and, for *residential premises*, we have complied with all the requirements of the Consumer Protection Code; or

(c) if you fail to comply with any of your other obligations under this contract; or

(d) your electricity supplier has notified us that your supply is to be discontinued as permitted under that contract; or

(e) as permitted or required by applicable *electricity law*,

unless your premises are registered as having life support equipment under 3.3.

11.2 We may restrict the supply of electricity in any of the circumstances referred to in the previous paragraph.

*General*

11.3 We must comply with any applicable procedures in the Consumer Protection Code in disconnecting or restricting your supply.

11.4 If we disconnect your premises or restrict your supply under this clause, you must pay any applicable fee shown in the *Schedule of Charges*.

11.5 If the matter giving rise to the disconnection or restriction of supply is remedied or otherwise ceases to apply, we will arrange reconnection as soon as reasonably practical.

11.6 A fee applies for reconnection and restoration of supply, as shown in our *Schedule of Charges*.

## Our liability

*Terms implied by statute*

12.1 Consumer protection legislation implies terms into contracts for the supply of certain goods and services which cannot be excluded ("**Implied Terms**") but permits a supplier to limit its liability in respect of those terms in certain circumstances.

12.2 Our liability for breach of an Implied Term applying to this contract is limited at our option to one of the following remedies:

(a) in the case of goods supplied by us:

(i) the replacement of the goods or the supply of equivalent goods; or

(ii) the repair of the goods; or

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; or

(b) in the case of services supplied by us:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

12.3 Our liability will not be limited in this way if you establish that such a limitation is not fair or reasonable in the circumstances.

*Exclusion of other implied terms*

12.4 The only terms, conditions or warranties which apply to the provision of *connection services* under this contract are:

(a) any Implied Terms, but subject to the preceding provisions of this clause; and

(b) the express terms of this contract.

12.5 All other terms, conditions or warranties implied by law (including statute), custom or usage are excluded to the fullest extent permitted by law.

*Our liability*

12.6 Subject to the limitations described in this clause, we are liable for any loss, liability or expense which you may suffer or incur as a direct result of any negligence or breach of contract by us. For example, if you lose the contents of your freezer due to an interruption to your supply, and we are at fault, we will pay for your reasonable costs of replacement of the contents.

12.7 This is in addition to any rebate to which you may be entitled under 5.9.

*Limitations on our liability*

12.8 We are not liable to the extent *your equipment* caused or contributed to the problem.

12.9 We are not liable for an interruption to your electricity supply if the interruption:

(a) was caused by events or circumstances beyond our control; or

(b) arose despite us having complied with all relevant performance standards under the

Consumer Protection Code.

*Other limitations*

12.10 We are not liable for any loss, liability or expense which you may suffer or incur other than as provided in 12.6 and 12.7.

12.11 Without limiting 12.10, we are not liable for any loss of profits, business, or anticipated savings or for any indirect or consequential loss arising out of or in connection with this contract, whether in contract, tort (including negligence) or otherwise, other than as provided in 12.6.

12.12 Other limitations on our liability may apply under applicable *electricity law* including the Consumer Protection Code.

*General*

12.13 The limitations in 12.10 and 12.11 are subject to the earlier provisions of this clause regarding Implied Terms.

12.14 Any liability a party has to the other for breach of this contract is reduced to the extent the other party caused or contributed to the breach.

## Dispute resolution

13.1 The parties will seek to settle any dispute arising under this contract in accordance with the Consumer Protection Code or, if applicable, you may refer the matter to the *Energy and Water Consumer Council*.

13.2 This does not prevent a party exercising its rights under this contract or applying to a court for urgent relief.

## Miscellaneous

*Changes to this contract*

14.1 We may make changes to this contract from time to time as permitted by the *Utilities Act 2000*. Notice of the changes will be published in the Canberra Times and a free copy of the changes will be available on request or from our website.

*Inconsistency*

14.2 The parties must comply with the obligations imposed on them by *electricity law*, except where those obligations are inconsistent with this contract. In that case this contract will prevail to the extent

| | | |
|---|---|---|
| | | permitted by law. |
| *No representations or warranties* | 14.3 | You acknowledge that in entering into this contract you have not relied on any separate promises from us that have not been included in this contract. |
| *Entire agreement* | 14.4 | This contract constitutes the entire agreement between us about its subject matter. |
| *Assignment* | 14.5 | You may not assign your rights or obligations under this contract without our consent. |
| *Notices* | 14.6 | Notices sent to you from us will be considered to be received within the time provided by the Consumer Protection Code. |
| *Joint customers* | 14.7 | If you own or lease the premises together with another person or persons, this contract binds and is for the benefit of you all jointly and severally. |
| *Termination* | 14.8 | This contract will terminate if our *electricity distributor's licence* is suspended or ceases to apply and we are not otherwise authorised to distribute electricity under applicable *electricity law*. |
| *Governing law* | 14.9 | This contract is governed by the laws of the Australian Capital Territory. |
| *Regulation of ActewAGL* | 14.10 | The following bodies regulate ActewAGL's electricity network operations:<br>(a) *ACTPLA* – the technical regulator of electricity networks in the ACT.<br>(b) *AEMC* – the administrator of the National Electricity Rules.<br>(c) *AER* - the national body that regulates pricing of electricity network services.<br>(d) *ICRC* - the ACT regulator for competition, retail pricing and certain other matters involving the electricity industry. |

## Schedule Words and phrases used in this contract

| TERM | MEANING |
|---|---|
| *accredited* | accredited by *ActewAGL* or another accrediting agency under the Contestable Work Accreditation Code, or licensed under the *Electricity Safety Act 1971*. |
| *ActewAGL (we, us, our)* | the distribution arm of the ActewAGL joint venture, which is a partnership between ACTEW Distribution Limited and Jemena Networks (ACT) Pty Ltd, trading as ActewAGL Distribution. |
| *ACTPLA* | Australian Capital Territory Planning and Land Authority. |
| *AEMC* | Australian Energy Market Commission. |
| *AER* | Australian Energy Regulator. |
| *Australian Energy Regulator* | means the national body that regulates pricing of energy network services. |
| *business day* | a day other than a Saturday, Sunday or an ACT public holiday. |
| *connection point* | the boundary between our *electricity network* and *your equipment*, as defined in the Electricity Network Boundary Code. |
| *connection services* | means:<br>(a) connecting your premises to the *electricity network;*<br>(b) the maintenance of that connection; and<br>(c) if required, varying the capacity of the connection. |
| *contestable customer (*or *"non-franchise customer")* | means a customer who is not a *franchise customer.* |
| *distribution services* | *distribution services* means the distribution of electricity through the *electricity network* and other networks from the point of generation. |
| *easement* | means anything registered on the title to your premises as an *ActewAGL* easement, or shown as such on the deposited plan at the Registrar-General's Office. |
| *electricity law* | the *Utilities Act 2000,* any applicable market, industry or technical code, the *Wiring Rules,* our *Service and Installation Rules,* our *electricity distributor's licence* and any other statute, regulation, ordinance, code or other law, whether territory, state or federal, including any lawfully binding determination, decree, edict, |

| TERM | MEANING |
|---|---|
| | declaration, ruling, order or other similar pronouncement validly issued by any *government or authority*. |
| *electricity network* | ActewAGL's ACT electricity network as defined in section 7 of the *Utilities Act 2000*. |
| *electricity distributor's licence* | our licence to distribute electricity through the *electricity network*, issued under the *Utilities Act 2000*. |
| *Energy and Water Consumer Council* | means the council which is a consumer protection and advisory body for ACT utility services, or any successor to it. |
| *equipment* | electricity lines and other electricity infrastructure and equipment. |
| *franchise customer* | means a franchise customer for electricity supply as defined in the *Utilities Act 2000.* |
| *good electricity industry practice* | with respect to a person, the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from a significant proportion of providers of services or operation of equipment equivalent to the services provided, or equipment operated, by that person in Australia under conditions comparable to those applicable to that person consistent with applicable laws, regulations, licences and market, industry or technical codes. The determination of comparable conditions must take into account factors such as the relative size, duty, age and technological status of the equipment used to provide the services or being operated. |
| *government or authority* | the Commonwealth of Australia, any Australian State or Territory or any local government, and any minister, department, statutory authority, corporation or agency (including the *Market and System Operator, ICRC* and *NEMMCO*) having jurisdiction and authority over a party. |
| *ICRC* | the Independent Competition and Regulatory Commission. |
| *interest* | for a period means the amount calculated in accordance with the Supreme Court interest rate(s) for post-judgment interest applying for that period, as set from time to time by the *Court Procedure Rules* 2006. |
| *Market and System Operator* | the person identified under any *electricity law* as having the responsibility for maintaining the integrity and security of an electricity system. |
| *Metering Data Provider* | has the same meaning as given to Metering Provider in the *National Electricity Rules*. |
| *National Electricity* | the rules governing the *National Electricity Market*. |

| TERM | MEANING |
|---|---|
| *Rules* | |
| *National Electricity Market* | any market for the wholesale supply of electricity that includes New South Wales, Victoria and the ACT. |
| *National Metrology Procedure* | means the procedure developed and published by NEMMCO in accordance with Rule 7.14 of the *National Electricity Rules*. |
| *NEMMCO* | National Electricity Market Management Company Limited ACN 072 010 327, which is the manager of the *National Electricity Market*. |
| *network service* | the *network service* comprises *connection services* and *distribution services.* |
| *our side* | in the context of a *connection point*, that side of the *connection point* which is part of *ActewAGL's electricity network.* |
| *Registered Participant* | has the meaning given in the *National Electricity Rules.* |
| *residential premises* | has the meaning given in the Consumer Protection Code. |
| *Schedule of Charges* | the schedule of fees and charges for *network services* published by us, and in force, from time to time. |
| *Service and Installation Rules* | the rules published from time to time by us for electricity service and installation. |
| *Wiring Rules* | the rules published from time to time by Australian Standards in respect of electrical installations - building, structures and premises (known as the SAA Wiring Rules). |
| *your equipment* | the electrical wiring and associated equipment at the premises on your side of the *connection point.* |

In this contract:

the singular includes the plural and vice versa;

a reference to an agreement, code or another instrument includes any consolidation, amendment, variation or replacement of them;

a reference to a statute, ordinance, code or other law, including anything which comprises the *electricity law*, includes regulations and other instruments under it and includes all consolidations, amendments, re-enactments or replacements;

a reference to a code named in this contract (other than the *National Electricity Rules*) is a reference to the code of that name under the *Utilities Act 2000*;

the word **person** includes a firm, body corporate, body politic, unincorporated association or an authority;

a reference to a person includes the person's permitted successors, substitutes (including, without limitation, persons taking by novation) and assigns;

if an event must occur on a stipulated day which is not a *business day*, then the stipulated day will be taken to be the next *business day*;

if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

**including**, **includes**, **such as** and **in particular** do not limit the generality of the words which precede them or to which they refer; and

headings are included for convenience and do not affect the interpretation of this contract.