

## PREAMBLE

Please note: This contract is about the sale of electricity to you as a small customer at your current premises (but only if this contract is expressed to apply to you in relation to that premises). It does not deal with how that electricity is supplied to you at your premises. You have a separate contract with your distribution entity dealing with the connection of your premises to the supply network and the supply of electricity to your premises.

This standard retail contract sets out the terms referred to in section 52(1)(a) of the Queensland Electricity Act 1994. The contract applies to small customers who have not entered into a negotiated retail contract and, in accordance with the Electricity Act 1994, will apply without the need for us or you to sign a document containing these terms and conditions.

## 1. THE PARTIES

This contract is between the *financially responsible retail entity* who provides you with *customer retail services* at your *premises* (in this contract referred to as “we”, “our” or “us”); and

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

## 2. DEFINITIONS

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

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

### 3.1 These are our terms and conditions

This document sets out the terms and conditions for *standard retail contracts* for *small customers* under the *Electricity Act*.

### 3.2 Application of these terms and conditions

These terms and conditions apply to you if you are a *small customer* and:

- (a) you have applied to us for *customer retail services* and we provide you with *customer retail services*; or
- (b) your *premises* are connected to a *supply network* and you have not applied for *customer retail services* for the *premises*,

and you are not being provided with *customer retail services* under a *negotiated retail contract* between a *retail entity* and you in relation to the *premises*.

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

### 4.1 When does this contract start?

Your contract with us will start on the date we first provide you with *customer retail services* at your *premises* in accordance with the *Electricity Act*.

### 4.2 When does this contract end?

- (a) Your contract will end on the earliest of the following to occur:
  - (i) subject to paragraph (b), the end of the *notice period* commencing on receipt of a notice from you terminating the contract (a “*termination notice*”);
  - (ii) a date agreed between you and us;

- (iii) a different *customer* starts receiving *customer retail services* under a *retail contract* for the *premises*;
- (iv) when we or another *retail entity* enter into a different *retail contract* with you for *customer retail services* to you at your *premises* and the provision of *customer retail services* commences under that contract;
- (v) you becoming a *large customer* with respect to your *premises*; or
- (vi) 10 *business days* after the *premises* is disconnected if you have not:
  - (A) met the requirements for reconnection under this contract and the *Electricity Industry Code*; and
  - (B) made a request to be reconnected, within that time.
- (b) If you give us a *termination notice* but do not give safe access to the *premises* to conduct a final meter reading (where relevant), then this contract will not end under subparagraph (a)(i) until the earlier of:
  - (i) the end of the *notice period* commencing on safe access being given; and
  - (ii) when the meter is read or the relevant *metering data* are obtained.

### 4.3 Vacating your premises

- (a) If you are vacating your *premises*, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i).
- (b) When we receive the notice, we must use our best endeavours to arrange that the relevant meters are read on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) However, you will continue to be responsible for charges for the *premises* until your contract ends in accordance with clause 4.2.

**4.4 Rights on the contract ending**

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

**4.5 Notice periods**

- (a) For the purpose of clause 4.2, *notice period* is dependent on who your *distribution entity* is and the location or *feeder* type of your *premises*. The table below sets out the relevant *notice periods*.
- (b) In this clause 4.5, a “*business day*” does not include a *local holiday* in the district where your *premises* is located.

**Premises in Energex’s distribution area**

All <i>premises</i> other than <i>excluded locations</i>	5 business days
<i>Premises</i> in <i>excluded locations</i>	10 business days

**Premises in Ergon’s distribution area**

<i>Premises</i> supplied through <i>CBD feeder / urban feeder / short rural feeder</i>	5 business days
<i>Premises</i> supplied through <i>long rural feeder / isolated feeder</i>	10 business days

**5. SCOPE OF THIS CONTRACT**

**5.1 What is covered by this contract?**

This contract applies only to the provision of *customer retail services* to you at your *premises*. We agree to sell to you electricity supplied to your *premises* (by your *distribution entity*) and perform the other obligations imposed on us set out in this contract and the *Electricity Industry Code*. In return, you are required to pay the amount billed by us under clause 9 of this contract, and perform your other obligations under this contract.

**5.2 What is not covered by this contract**

- (a) We do not operate the *supply network* to which your *premises* is connected. This is the role of your *distribution entity*.
- (b) You have a separate *connection contract* with your *distribution entity*. Your *distribution entity* is responsible for:
  - (i) the connection of your *premises* to the *supply network*;
  - (ii) the maintenance of that connection;
  - (iii) the supply of electricity to your *premises*; and
  - (iv) the quality and other characteristics of electricity.
- (c) Unless you negotiate a different arrangement with your *distribution entity*, a *standard connection contract* will govern your contractual relationship with your *distribution entity*. Even if you do not apply to enter into a *standard*

*connection contract* it will automatically come into place by operation of law.

**5.3 Quality of electricity supplied to your premises**

We cannot regulate the quality or reliability of electricity supplied to your *premises*. You should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the *premises*;
- (b) whether your *premises* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of an electricity network; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

**6. YOU MUST SATISFY OUR PRECONDITIONS**

**6.1 Pre-conditions**

When you apply for an account with us for the provision of *customer retail services* to your *premises*, we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply for an account with us.

**7. OUR LIABILITY**

**7.1 How this clause operates with the *Competition and Consumer Act 2010 (Cth)* etc.**

- (a) The *Competition and Consumer Act 2010 (Cth)* and other consumer protection laws provide certain statutory guarantees, conditions, warranties or rights that cannot be excluded or limited.
- (b) Subject to any such non-excludable rights under consumer protection laws, we give no guarantee, condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Any liability we have to you under these laws that cannot be excluded but that can lawfully be limited is (at our option) limited to:

- (i) providing equivalent goods or services provided under this contract to your *premises*; or
- (ii) paying you the cost of replacing the goods or services provided under this contract to your *premises*, or acquiring equivalent goods or services.

## 7.2 Not liable

- (a) So far as the law allows (including non-excludable rights under consumer protection laws), we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the electricity we sell to you under this contract.
- (b) In particular, we are not liable for any loss or damage you may suffer because:
  - (i) there is a failure of electricity supply, or there is a defect in the electricity supplied (however caused); or
  - (ii) some characteristic of the electricity (for example, voltage or frequency) makes it unsuitable for some purpose.

## 7.3 Non-exclusion

This clause 7 applies in addition to, and does not vary or exclude, the operation of section 97 or 97A of the *Electricity Act* or sections 119 and 120 of the *National Electricity Law*.

## 7.4 Survival of this clause

This clause 7 survives the termination of this contract.

## 8. PRICE FOR ELECTRICITY AND OTHER SERVICES

### 8.1 What are our tariffs and charges?

- (a) We are obliged under the *electricity legislation* to charge you *notified prices* for the provision of *customer retail services* and associated services to you.
- (b) You acknowledge that the *notified prices* charged by us include your *distribution entity's network charges* and agree to pay those charges to us.
- (c) We may also charge you *distribution non-network charges*:
  - (i) which your *distribution entity* is entitled to charge you under your *connection contract*; and
  - (ii) which have been charged to us on your account.

Examples of *distribution non-network charges* are disconnection fees, reconnection fees and meter test fees.

- (d) We must not charge you any administration fees or surcharges with respect to *distribution non-network charges*.
- (e) We agree to pay any amounts received from you for *customer connection services*, being the

*network charges* and *distribution non-network charges*, to the *distribution entity* providing those services.

### 8.2 Which tariff applies to you?

The *notified prices* explain the conditions that need to be satisfied for each tariff and charge.

### 8.3 Variations to the customer's tariffs and charges

If there is a variation in the *notified prices*, we must include details of the variation with your first bill that includes the variations.

### 8.4 Information relating to eligibility for type of tariff

- (a) You must tell us if your circumstances relating to your eligibility for a type of tariff changes. If you think you satisfy all of the conditions applying to another type of tariff, you can ask us to review your current circumstances to see whether that type of tariff can apply to you.
- (b) If you fail to tell us of your change in circumstances, we may, upon providing written notice to you, transfer you retrospectively to the appropriate type of tariff.

### 8.5 Changes to the tariff rates and charges during a billing cycle

If a tariff rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to but not including the date of change; and
- (b) the new tariff or charge from and including that date to the end of the *billing cycle*.

### 8.6 Changes to the tariff type during a billing cycle

If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old tariff or charge up to and including the date your meter is read or replaced; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

### 8.7 GST

- (a) Certain amounts in this contract may be stated to be exclusive of *GST*. These include the amounts specified in the *notified prices* from time to time.
- (b) Where any amount paid by you or by us under this contract are payments for "taxable supplies" as defined for *GST* purposes, to the extent permitted by law, these payments will be increased so that the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

## 9. BILLING

### 9.1 When bills are sent

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

### 9.2 Payments to the distribution entity

- (a) This clause does not apply to you to the extent you are billed directly by your *distribution entity* for some or all *network charges* or *distribution non-network charges*.
- (b) We will arrange for one bill to be sent to you for each *billing cycle* covering tariffs and charges due to us and *network charges* and *distribution non-network charges*. We will arrange for payment to the *distribution entity*.

### 9.3 Calculating the bill

- (a) We will calculate at the end of each *billing cycle*:
  - (i) the bill for electricity sold during that *billing cycle* (using information obtained from reading your meter or otherwise in accordance with the *Electricity Industry Code*); and
  - (ii) the amount of fees and charges for any other services supplied under this contract during the *billing cycle*.
- (b) The bill may also include amounts due to the *distribution entity* for *customer connection services*.

### 9.4 Estimating the electricity usage

- (a) If your meter is unable to be read, or your *metering data* is not obtained, for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of electricity which was purchased from us at your *premises* may be estimated. The bill will clearly state that the bill is based on an estimated reading.
- (b) When your meter is subsequently read, the bill will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the reading of the meter. When you have received an estimated bill due to the absence of *metering data* and such absence was not caused by your act or omission, and a subsequent meter reading shows that you have been undercharged, we will offer you the option of paying for the amount undercharged by agreed instalments (to avoid doubt, such arrangement is not an *instalment plan*), over a period being no longer than:
  - (i) the period during which an *actual meter reading* was not obtained, where this period is less than 12 months; or
  - (ii) in any other case, 12 months.

- (c) If the meter is unable to be read due to your actions, and you subsequently request that we replace the estimated bill with a bill based on a reading of the meter, we will comply with your request but may pass through to you any cost we incur in doing so.

- (d) If there is no meter in respect of your *premises* we will base your bill on the provisions relating to unmetered *premises* in the *notified prices*. Where the *notified prices* do not apply, we will determine your bill in accordance with the *Metrology Procedure* or Chapter 9 of the *Electricity Industry Code* (as appropriate).

### 9.5 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

### 9.6 Contents of a bill

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

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment, which must not be less than 12 *business days* after we send the bill unless otherwise agreed between us.

### 10.2 Issue of reminder notices

If you have not paid a bill by the due date, we may send you a reminder notice that your bill is past due, giving you a further due date (not less than 5 *business days* after the date we sent the notice).

### 10.3 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (eg where a cheque or credit card payment is not honoured), we may require you to pay an amount as set out in the *notified prices*.

### 10.4 Late payments

- (a) If you do not pay your bill on time, we may require you to pay a late payment fee if permitted in the *notified prices*.
- (b) This clause does not affect our right to arrange for your *premises* to be disconnected under clause 14 of this contract.

### 10.5 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Electricity Industry Code*.
- (b) We are required by the *Electricity Industry Code* to identify situations where you may be experiencing



difficulties in paying your bill. In such cases, we will offer you the opportunity to pay your bill under an *instalment plan* and provide you with information about various payment options and, where applicable, payment assistance, in accordance with the *Electricity Industry Code*.

## 11. METERS

You must allow safe and convenient access to your *premises* for the purposes of reading the relevant meters.

## 12. OVERCHARGING AND UNDERCHARGING

### 12.1 Undercharging

- (a) Where we have undercharged you, otherwise than as a result of our or your *distribution entity's* act or omission, we may recover from you the amount undercharged.
- (b) Where you have been undercharged as a result of our or your *distribution entity's* act or omission, we can only recover the amount undercharged in the 9 months prior to the date we notify you of the undercharging. This 9 month restriction does not apply where you have been undercharged as a result of illegal use of electricity.
- (c) We must offer you the opportunity to pay an undercharged amount in instalments over the same period of time during which you were undercharged if this was less than 12 months, or otherwise 12 months.

### 12.2 Overcharging

- (a) Where you have been overcharged, we must inform you within 10 *business days* of our becoming aware of that overcharging and:
  - (i) if you have already paid that amount, credit that amount to your next bill unless you reasonably request otherwise in which case we will comply with that request; or
  - (ii) if you have ceased to purchase *customer retail services* from us, use our best endeavours to pay that amount to you within 10 *business days*.
- (b) If you have been overcharged otherwise than as a result of our, or your *distribution entity's*, act or omission, we are only required to credit or pay you the amount you were overcharged in the 12 months before the error was discovered.

### 12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill. The review will be undertaken in accordance with the requirements of the *Electricity Industry Code*.
- (b) If your bill is being reviewed, you are still required to pay the greater of:

- (i) the portion of the bill which you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.
- (c) You must also pay any future bills.

## 13. SECURITY DEPOSITS

### 13.1 Security deposit

- (a) We may require that you provide a *security deposit*. When we can require you to provide a *security deposit* and the maximum amount of the *security deposit* is governed by the *Electricity Industry Code*.
- (b) If we require you to provide a *security deposit*, a bank guarantee or an increase in a *security deposit* you must provide such amount or guarantee within five *business days* of receipt of our request.

### 13.2 Interest on security deposits

Where you have paid a *security deposit*, we must pay you interest on the *security deposit* at a rate and on terms required by the *Electricity Industry Code*.

### 13.3 Use of a security deposit

We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract or, unless your *distribution entity* bills you directly, under your *customer connection contract* with your *distribution entity*:

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your *premises*; or
- (b) in relation to a final bill (ie, the bill we issue when you vacate the *premises*, stop obtaining *customer retail services* from us at your *premises* or request that your *premises* be disconnected).

### 13.4 Increase in security deposit

If you are a *business customer*, we may request that you increase the amount of your *security deposit* in the circumstances provided for in the *Electricity Industry Code*.

### 13.5 Return of security deposit

- (a) We will return your *security deposit* and any accrued interest in the following circumstances:
  - (i) you complete one year's payment (in the case of *residential customers*) or two year's payment (in the case of *business customers*) by the pay-by dates on our initial bills; or
  - (ii) you stop taking electricity at the relevant *premises*.
- (b) If you do not give us any reasonable instructions, we will credit the amounts of the *security deposit*, together with our accrued interest, on your next bill.

## 14. DISCONNECTION OF SUPPLY

### 14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the *Electricity Industry Code*, we can arrange for the disconnection of your *premises* if:

- (a) you do not pay your bill by the last day for payment and, in the case of *residential customers*, you refuse to agree to an *instalment plan* or payment option offered by us;
- (b) you fail to comply with the terms of an agreed *instalment plan* or payment option;
- (c) you breach clause 16 of this contract;
- (d) you fail to provide *acceptable identification* when we request it; or
- (e) we are otherwise entitled or required to do so under the *Electricity Industry Code* or by law.

You should be aware that there are other circumstances in which your *distribution entity* can arrange for disconnection under your *connection contract*, such as in cases of emergency or for safety reasons. These are detailed in your *connection contract* and the *Electricity Industry Code*.

### 14.2 Comply with the *Electricity Industry Code*

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

## 15. RECONNECTION AFTER DISCONNECTION

- (a) If, within 10 *business days* of your *premises* being disconnected, you request us to arrange reconnection of your *premises* and you pay to us all of our and the *distribution entity's* reconnection charges in advance and rectify the cause that led us to arranging disconnection of your *premises*, we will arrange for the reconnection of your *premises*.
- (b) We may refuse to arrange reconnection and terminate your contract if we are allowed to do so under the *Electricity Industry Code* (such as where the circumstances leading to your disconnection have not been rectified).

## 16. USE OF ELECTRICITY AND ILLEGAL USE

### 16.1 Use of electricity

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

- (a) illegally use electricity supplied to your *premises*;
- (b) interfere or allow interference with any of our equipment which is at the *premises* except as may be permitted by law;
- (c) use the electricity supplied to your *premises* or any *electrical equipment* in a manner which:

- (i) unreasonably interferes with the connection or supply of electricity to another customer; or
  - (ii) causes damage or interference to any third party;
- (d) allow *customer retail services* purchased from us to be used other than in accordance with this contract or the *Electricity Industry Code*; or
  - (e) tamper with, or permit tampering with, any meters or associated equipment.

### 16.2 Wrongful use

If you have breached clause 16.1 of this contract, we or your *distribution entity* may, in accordance with the *Electricity Industry Code*:

- (a) estimate the amount of the electricity so obtained and bill you or take debt recovery action against you for that amount; and
- (b) arrange for the immediate disconnection of your *premises*.

## 17. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the *Electricity Act* and the *Electricity Industry Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

## 18. NOTICES AND BILLS

Unless this document or the *Electricity Industry Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send you notices to your *premises* or your contact address.

A notice or bill is deemed to have been received by a party:

- (a) on the date it is handed to the party, left at the party's *premises* (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
- (b) on the date two *business days* after we post it to your *premises* or contact address or you post it to us; or
- (c) where use of email has been agreed between you and us, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

## 19. PRIVACY AND CONFIDENTIALITY

### 19.1 Privacy of information

Subject to clauses 19.2 and 23 of this contract we must keep your information about you

confidential in accordance with the *Privacy Act 1988* (Cth).

## 19.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our *retail authority* to do so, such as to a law enforcement agency;
- (c) where you give us written consent;
- (d) to your *distribution entity* or a metering provider to the extent that the information is for the purposes of arranging *customer connection services* or reading a meter; or
- (e) where it is necessary in order to obtain a credit check of your credit history.

## 20. QUERIES AND COMPLAINTS

### 20.1 Queries and complaints

If you have a query or a complaint relating to the sale of electricity by us to you, or this contract generally, you may contact us on the details set out in our last bill to you, or as notified to you from time to time.

### 20.2 Our obligations

- (a) We must handle a complaint made by you in accordance with the *Australian Standard*.
- (b) When we respond to your complaint, we must inform you:
  - (i) that you have a right to raise the complaint to a higher level within our management structure;
  - (ii) that, if after raising the complaint to a higher level you are still not satisfied with our response, you have a right to refer the complaint to the *Energy Ombudsman* available to *customers* under the *Electricity Act*.
- (c) If requested by you, we must provide the information in paragraph (b) in writing.

## 21. FORCE MAJEURE

### 21.1 Effect of force majeure event

If, but for this clause 21, either party would breach this contract due to the occurrence of a *force majeure event*:

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

effects on those obligations and the steps taken to remove, overcome or minimise those effects.

### 21.2 Deemed prompt notice

For the purposes of this clause 21, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

### 21.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 21 by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

### 21.4 Settlement of industrial disputes

Nothing in this clause 21 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

### 21.5 Non-exclusion

Nothing in this clause 21 varies or excludes the operation of sections 97 or 97A of the *Electricity Act* or sections 119 or 120 of the *National Electricity Law*.

## 22. APPLICABLE LAW

- (a) We, as your *retail entity*, and you, as our *customer*, agree to comply with any applicable requirements of any codes issued under the *Electricity Act* from time to time.
- (b) The laws of Queensland govern this contract.

## 23. LAST RESORT EVENT

If we are no longer entitled under the *Electricity Act* to provide *customer retail services* to you due to a *last resort event* occurring in relation to us, we are required by the *electricity legislation* to provide your name, billing address and *NMI* to the electricity entity appointed as the *retail entity* of last resort under the *Electricity Act* and this contract will come to an end.

## 24. GENERAL

### 24.1 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 deemed to have complied with the obligation if another person performs the task on our behalf; and
- (b) if the obligation is not complied with we are still liable to you for the failure to comply with this contract.

#### **24.2 Ending of one contract does not affect the other**

To avoid doubt, if you are a party to both a *connection contract* and *standard retail contract*, the ending of one contract does not affect the other contract.

#### **24.3 Amending this contract**

- (a) This contract may only be amended from time to time in accordance with the procedures for amending the *Electricity Industry Code* as set out in the *Electricity Act*.
- (b) We must inform you of any material amendments to this contract as required by the *QCA*.

#### **24.4 Obligations if you are not an owner**

If you are unable to fulfil an obligation in respect of the *premises* under this contract because you are not the owner of the *premises*, then you are not in breach of this contract if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

#### **24.5 Assignment**

- (a) Subject to paragraph (b), neither you nor we may assign or otherwise deal with rights under this contract or allow any interest in it to arise or be varied, without the consent of the other party.
- (b) You consent to us assigning our rights or novating our rights and obligations under this contract to a *retail entity* on notice to you. Notice may be given by publishing details in a Queensland-wide newspaper.

#### **25. Contact Details:**

Diamond Energy Pty Ltd  
Level 1, 695 Burke Road, Camberwell VIC 3124  
**Telephone** 1300 838 009  
**Facsimile** 03 9006 9031  
**Email** [customerservice@diamond-energy.com](mailto:customerservice@diamond-energy.com)  
**Website** [www.diamondenergy.com.au](http://www.diamondenergy.com.au)



**SCHEDULE 1 - DEFINITIONS**

**1 Definitions**

**acceptable identification** in relation to:

- (a) a *residential customer*, includes one or more of the following:
  - (i) a driver's licence, a current passport or other form of photographic identification;
  - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; and
  - (iii) a birth certificate;
- (b) a *business customer* which is a sole trader or partnership, includes one or more of the forms of identification for a *residential customer* for each of the individuals that conduct the business; and
- (c) a *business customer* which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number;

**actual meter reading** has the meaning given in the *Metrology Procedure*;

**area retail entity** for *premises*, means the *retail entity* in whose *retail area* the *premises* are located;

**AEMO** means the Australian Energy Market Operator ACN 072 010 327, the company which operates and administers the wholesale electricity market in accordance with the *National Electricity Rules*;

**Australian Standard** means the Australian Standard AS150 10002-2006 as amended and updated from time to time;

**billing cycle** means the regular recurrent period for which you receive a bill from us;

**business customer** means a *small customer* who is not a *residential customer*;

**business day** means a day, other than a Saturday, a Sunday or a Queensland wide public holiday (as appointed under the *Holidays Act 1983* (Qld));

**CBD feeder** means a feeder supplying predominantly commercial high rise buildings, supplied by a predominantly underground *supply network* containing significant interconnection and redundancy when compared to urban areas;

**connection contract** means either a *standard connection contract* or *negotiated connection contract*;

**Corporations Act** means the *Corporations Act 2001* (Cwlth);

**customer** means a person who receives, or wants to receive, a supply of electricity from an electricity entity or special approval holder, and includes a relevant body corporate;

**customer connection services**, for *premises*, means:

- (a) the connection of the *premises* to a *supply network* to allow the supply of electricity from the *supply network* to the *premises*; and
- (b) the supply of electricity from the *supply network* to the *premises*;

**customer retail services** means the sale of electricity to the *premises*;

**distribution area** for a *distribution entity* is the area specified in its *distribution authority* as its distribution area;

**distribution authority** means an authority issued under the *Electricity Act* that authorises its holder to supply electricity using a *supply network* within its *distribution area*;

**distribution entity** means an entity who holds a *distribution authority*;

**distribution non-network charges** means the charges of your *distribution entity* set out in your *distribution entity's* price list that:

- (a) are referable to a specific request by you or us; or
- (b) are referable to a requirement under *electricity legislation*, and do not include *network charges*;

**electric line** means a wire or conductor or associate equipment used for transmitting, transforming, or supplying electricity at a voltage greater than extra low voltage;

**electrical equipment** is any apparatus, appliance, cable, conductor, fitting, insulator, material, meter or wire:

- (a) used for controlling, generating, supplying, transforming or transmitting electricity at a voltage greater than extra low voltage;
- (b) operated by electricity at a voltage greater than extra low voltage; or
- (c) that is, or that forms part of, a cathodic protection system;

**Electricity Act** means the *Electricity Act 1994* (Qld);

**Electricity Industry Code** means the Electricity Industry Code made under the *Electricity Act*;

**electricity legislation** means the *Electricity Act*, *Electricity Regulation*, *Electrical Safety Act 2002* (Qld), the *Electricity - National Electricity Scheme (Queensland) Act 1997* (Qld) and regulations, standards, codes, protocols and rules made under those Acts;

**Electricity Regulation** means the *Electricity Regulation 2006* (Qld);

**ENERGEX** means ENERGEX Limited (ACN 078 849 055);

**Energy Ombudsman** means the Energy Ombudsman established by the *Energy Ombudsman Act 2006* (Qld);

**Ergon Energy** means Ergon Energy Corporation Limited (ACN 087 646 062);

**excluded customer** means a *small customer* whose *premises* are connected to a *supply network* that is not part of the national grid;

**excluded location** means the locations specified in Schedule 2;

**financially responsible retail entity**, for *premises*, means:

- (a) if the *premises* are *excluded customer's premises* - the *area retail entity* with a *retail authority* for the area; or
- (b) if the *premises* are *NMI premises* and are, or are proposed to be, connected to a *distribution entity's* *supply network* that is part of the national grid;

- (i) if, under the *National Electricity Rules* the person (the **responsible entity**) responsible for paying AEMO for electricity consumed at the *premises* is an *area retail entity* or other *retail entity* - that entity; or
- (ii) if the *responsible entity* does not hold a *retail authority*, the *area retail entity* or other *retail entity*:
  - (a) who, under the *Corporations Act*, is a related body corporate of the *responsible entity*; and
  - (b) who acquires, directly or indirectly, the electricity consumed at the *premises* from the *responsible entity*; or
- (c) if the *premises* are *NMI premises* and are, or are proposed to be, connected to a *distribution entity's supply network* that is not part of the national grid:
  - (i) generally - the *retail entity* who, from time to time, provides *customer retail services* to a *customer* at the *premises*;
  - (ii) if a *customer* is a new *customer* at the *premises* and has not entered into a *retail contract* with another *retail entity* - the *retail entity* who provided *customer retail services* to the *customer* at the *premises* who immediately preceded the new *customer*;

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

**GST** has the meaning given in the *GST Law*;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**GST Law** has the meaning given in the *GST Act*, or if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

**instalment plan** means a plan for a *customer* to pay to the *retail entity*, by periodic instalments, all arrears (including any disconnection or reconnection charges) and charges relating to continued usage of electricity but, to avoid doubt, does not include an informal arrangement under which a *customer* is granted additional time to pay an amount owed;

**isolated feeder** means a feeder which is not connected to the national grid, but excludes the Mt Isa-Cloncurry *supply network*, as that network is defined in the *Electricity Act*;

**large customer** means any *customer* who is not a *small customer*;

**last resort event** means an event which triggers the operation of the *retail entity* of last resort scheme approved by the QCA;

**local holiday** means a show holiday or special holiday appointed for a particular district under the *Holidays Act 1983* (Qld).

**long rural feeder** means a feeder which is not a *CBD feeder*, *urban feeder* or *isolated feeder* with a total feeder route length greater than 200 km;

**market customer**, for a *premises*, means a *customer* prescribed under a regulation to be a *market customer* for the *premises*;

**metering data** has the meaning given under the *National Electricity Rules*;

**Metrology Procedure** has the meaning given in the *National Electricity Rules*;

**National Electricity Law** has the meaning given to the term National Electricity (Queensland) Law in the *Electricity - National Scheme (Queensland) Act 1997*;

**National Electricity Rules** has the meaning given under the *National Electricity Law*;

**negotiated connection contract** is a contract entered into under section 40DC of the *Electricity Act* for the provision of *customer connection services* to *premises*;

**negotiated retail contract** is a contract entered into under section 55A of the *Electricity Act* for the provision of *customer retail services* to *premises*;

**network charges** means charges of a *distribution entity* for:

- (a) distribution use of system charges for the use of a shared *supply network* of the *distribution entity*; and
- (b) any transmission use of system charges payable by the *distribution entity* for use of a transmission grid to which the *supply network* is connected;

**NMI** means a National Metering Identifier assigned to a metering installation at a *customer's premises*;

**NMI premises** means a *premises*, part of *premises* or group of *premises* that is, or is proposed to be, connected to:

- (a) a *distribution entity's supply network* that is part of the national grid and the *premises* has, or is proposed to have a connection point, (as defined in the *National Electricity Rules*); or
- (b) a *distribution entity's supply network* that is not part of the national grid and the *premises* has, or is proposed to have, a supply point for the delivery of electricity;

However, the term does not include a *premises* of an *excluded customer*;

**notice period** has the meaning given in clause 4.5;

**notified prices** are the prices that a *retail entity* may charge *non-market customers* on a *standard retail contract* or a *standard large customer retail contract* to provide the following:

- (a) *customer retail services*; and
- (b) other goods and services prescribed under a regulation to the *Electricity Act*;

**premises** means the address at which *customer retail services* or *customer connection services* (as the context requires) are provided to a *customer* and, to avoid doubt, may include a *customer's electrical installation*;

**QCA** means the Queensland Competition Authority established under the *Queensland Competition Authority Act 1997* (Qld);

**residential customer** means a *small customer* who acquires electricity for domestic use;

**retail area** means the particular area stated in a *retail authority* for which the *retail authority* is issued;

**retail authority** means an authority issued under the *Electricity Act* that authorises its holder to provide *customer retail services*;

**retail contract** means a *standard retail contract*, *standard large customer retail contract* or *negotiated retail contract*;

**retail entity** means an entity that holds a *retail authority*;

**security deposit** means an amount of money or other arrangement acceptable to the *retail entity* as a security against a *customer* defaulting on a bill. To avoid doubt, a *security deposit* does not include an insurance levy whereby you make a non-refundable payment that is used to insure against your non-payment;

**short rural feeder** means a feeder with a total feeder route length less than 200 km, and which is not a *CBD feeder*, *urban feeder* or *isolated feeder*;

**small customer**, for *premises*, means a *customer* prescribed under a regulation to be a *small customer* for the *premises*;

**standard connection contract** means a *connection contract* between a *customer* and a *distribution entity* the terms of which are only the terms set out in Annexure A to the *Electricity Industry Code* and taken to apply under section 40DB of the *Electricity Act*;

**standard large customer retail contract** means a *retail contract* taken, under section 51(3) of the *Electricity Act*, to have been entered into between a *large customer* and a *retail entity* the terms of which contract are only those terms provided for under sections 52 to 55 of the *Electricity Act*;

**standard retail contract** means a contract on the terms and conditions and in the form of this document;

**supply network** means a system, or part of a system, of *electric lines*, substations and associated equipment, other than a transmission grid, for distributing electricity to *customers*, whether or not generating plant is connected to it;

**termination notice** has the meaning given in clause 4.2; and

**urban feeder** means a feeder with annual actual maximum demand per total feeder route length greater than 0.3 MVA/km and which is not a *CBD feeder*, *short rural feeder*, *long rural feeder* or an *isolated feeder*.

Other grammatical forms of words defined in the dictionary are taken to have a corresponding meaning.

## 2. Interpretation

Clause 10.1.2 of the *Electricity Industry Code* applies to this contract with the exception that references to the *Electricity Industry Code* are replaced by references to this contract.

## SCHEDULE 2 – EXCLUDED LOCATIONS

Suburb/Postcode	Suburb/Postcode
Allenview 4285	Mt Lindesay 4287
Amity 4183	Mt Stanley 4306
Anderleigh 4570	Natural Bridge 4211
Austinvile 4213	Neerdie 4570
Avoca 4306	North Shore 4565
Barney View 4287	North Stradbroke Island 4183
Beechmont 4211	Numinbah 4211
Boreen Point 4565	Numinbah Valley 4211
Cambroon 4552	Palen Creek 4287
Coochiemudlo Island 4184	Pine Creek 4275
Cooloola Cove 4580	Point Lookout 4183
Cooroibah 4565	Rainbow Beach 4581
Cooroibah Heights 4565	Rathdowney 4287
Cootharaba 4565	Ringtail Creek 4565
Curra 4570	Rossmount 4570
Dunwich 4183	Running Creek 4287
Goomboorian 4570	Russell Island 4184
Herring Lagoon 4183	South Stradbroke Island 4216
Inskip 4581	Springbrook 4213
Karragarra Island 4184	Teewah 4565
Kia Ora 4570	Tin Can Bay 4580
Lamb Island 4184	Toolara Forest 4570
Linville 4306	Wallu 4570
Macleay Island 4184	Witheren 4275
Moore 4306	Woodhill 4285