

# **ELECTRICITY DEFAULT CONTRACT FOR RETAILER OF LAST RESORT SUPPLY**

Effective from July 2007



# PREAMBLE

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

These standard terms and conditions are published in accordance with section 36 of the South Australian Electricity Act 1996 and will come into force on the effective date. When in force these standard terms and conditions will by law be binding on us and any customer to whom they are expressed to apply without the need for us or that customer to sign a document containing these terms and conditions.

## 1 THE PARTIES

This contract is between:

AGL South Australia Pty Ltd (ABN 49 091 105 092) of PO Box 888, Adelaide 5001 (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 bold 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 our current **RoLR default contract** terms and conditions for the purposes of the **Electricity Act**.

### 3.2 RoLR default contracts

These terms and conditions apply to you (and as a consequence you will be deemed by section 36 of the **Electricity Act** to have a **RoLR default contract** with us) if:

- (a) you are a **small customer** in relation to your **supply address**;
- (b) we have a **retailer of last resort obligation** to you for your **supply address**;
- (c) we are the **financially responsible market participant** for that **supply address**; and
- (d) you have not entered into a **customer sale contract** with us in relation to that **supply address**.

## 4 WHAT IS THE TERM OF THIS CONTRACT?

### 4.1 When does this contract start?

Your contract with us for your **supply address** will start on the **effective date** or the date that we have a **retailer of last resort supply obligation** to you for your **supply address**, whichever occurs later.

### 4.2 When does this contract end?

Subject to clause 4.3, your contract will end:

- (a) when you enter into a **customer sale contract** with us or another **retailer** for your **supply address**; or
- (b) when another **customer** enters into a **customer sale contract** with us or another **retailer** for that **supply address**.
- (c) if you have vacated or intend to vacate your **supply address**, on the day you cease to be responsible to pay for electricity supplied to that **supply address** under clause 17; or
- (d) on the day after you cease to have the right under the **Electricity Act** to have your **supply address** supplied with electricity under a **retailer of last resort supply obligation**.

If your contract ends and you have not entered into a **market contract** with us or another **retailer** for that **supply address** you will be deemed by section 36 of the **Electricity Act** to have a **default contract** with us. A copy of our **default contract** can be found at our website

### 4.3 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.

## 5 SCOPE OF THIS CONTRACT

### 5.1 What is covered by this contract?

This contract applies only to the sale of electricity to you at your **supply address**. We agree to sell to you electricity supplied to your **supply address** (by your **distributor**) and perform the other **obligations** set out in this contract.

In return, you are required to pay the amount billed by us under clause 10 of this contract, and perform your other **obligations** under this contract.

### 5.2 What is not covered by this contract

We do not operate the electricity network to which your **supply address** is connected. This is the role of your **distributor**. You have a separate **connection and supply contract** with your **distributor**. Your **distributor** is responsible for:

- (a) the connection of your **supply address** to the electricity network;
- (b) the maintenance of that connection;
- (c) the **supply** of electricity to your **supply address**; and
- (d) the quality and other characteristics of electricity.

Unless you negotiate a different arrangement with your **distributor**, your **connection and supply contract** will automatically come into place by operation of law.

### 5.3 Quality of electricity supplied to your supply address

We cannot regulate the quality or reliability of electricity supplied to your **supply address**. 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 **supply address**;
- (b) whether your **supply address** 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 the 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 DOES NOT APPLY

## 7 OUR LIABILITY

### 7.1 How this clause operates with the Trade Practices Act etc.

The Trade Practices Act 1974 (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your **supply address**; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your **supply address**, or acquiring equivalent goods or services.

## 7.2 Not liable

So far as the law allows, 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.

In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure of electricity **supply**, or there is a defect in the electricity supplied (however caused); or
- (b) some characteristic of the electricity (for example, voltage or frequency) makes it unsuitable for some purpose.

## 7.3 National Electricity Law

This clause 7 applies in addition to, and does not vary or exclude, the operation of section 120 of the National Electricity Law.

## 7.4 Survival of this clause

This clause 7 survives the termination of this **customer sale contract**.

# 8 APPOINTMENTS

We will do our best to be on time for any appointment with you. Unless due to circumstances beyond our reasonable control, if we are more than 15 minutes late we will credit your next bill with \$20 (including GST) and phone you to apologise.

# 9 PRICE FOR ELECTRICITY AND OTHER SERVICES

## 9.1 What are our tariffs and charges?

Our current tariffs and charges for the electricity and other services are set out in the **price list**. Some of the tariffs and charges are regulated by law.

Other amounts relating to the sale of electricity to you, including special meter readings, street lighting, account application fees and fixed charges for special purpose electricity sales will be separately itemised on your bill.

At your request, we must provide you with reasonable information setting out the components of the charges which appear on a bill.

## 9.2 Which tariff applies to you?

Our **price list** explains the conditions that need to be satisfied for each tariff and charge.

In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

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

We may only vary our tariffs and charges in accordance with the requirements of the **Electricity Act** or other applicable regulatory instruments and any variation will be published on our website and in the South Australian Government Gazette.

If the conditions applying to our tariffs and charges change so that your previous tariff and charges no longer apply to you at your **supply address**, we can decide which tariffs and charges will apply.

## 9.4 Switching tariffs

You must tell us if your circumstances relating to your eligibility for a tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

## 9.5 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 and including the date of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.

## 9.6 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 of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.

## 9.7 Pass through of taxes and other charges

In some cases we can pass through to you certain taxes and other charges in accordance with applicable regulatory instruments. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

## 9.8 GST

Certain amounts in this contract are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in our **price list** from time to time; and
- (b) the amount specified in clause 9.

Apart from these amounts, there may be other amounts paid by you or by us under this contract that are payments for “taxable supplies” as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable **supply** is passed on to the recipient of that taxable **supply**.

Any adjustments for GST under this clause will be made in accordance with the requirements of the Trade Practices Act 1974.

# 10 BILLING

## 10.1 When bills are sent

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

The **billing cycle** applicable under this contract may be shorter than the **billing cycle** which applied under your previous contract with your **retailer**. If we fail to issue a bill following the end of a **billing cycle**, we will offer you the option of paying for any electricity used during the relevant **billing cycle** under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

## 10.2 Payments to the distributor

We will arrange for one bill to be sent to you for each **billing cycle** covering tariffs and charges due to us and those tariffs and charges due to your **distributor** under your **connection and supply contract**. We will arrange for payment to the **distributor**.

## 10.3 Calculating the bill

We will calculate at the end of each **billing cycle**:

- (a) the bill for electricity sold during that **billing cycle** (using information obtained from reading your meter or using an approved estimating system); and
- (b) the amount for any other services supplied under this contract during the **billing cycle**.

## 10.4 Estimating the electricity usage

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 **supply address** may be estimated.

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 a subsequent meter reading shows that you have been undercharged, we will offer you the option of paying for the amount undercharged under an instalment plan.

If the meter is unable to be read due to your actions, we can bill you any charges we incur in arranging for a meter reader returning to your **supply address** to read the meter.

## 10.5 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.

## 10.6 Contents of a bill

The bill will be in a form and contain such information as is required by **Regulatory Requirements**.

# 11 PAYING YOUR BILL

## 11.1 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.

## 11.2 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), and we incur a fee as a result, you must reimburse us the amount of that fee.

## 11.3 Late payments

If you do not pay your bill on time, we may require you to pay our reasonable costs of recovering that amount from you. If you are a **business customer**, you may also be required to pay interest on the outstanding amount as set out in the **price list**.

This clause does not affect our right to arrange for your **supply address** to be disconnected under clause 15 of this contract.

## 11.4 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options and, where applicable, payment assistance, in accordance with the **Energy retail code**.

We are required by the **Energy retail 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 **Energy retail code**.

# 12 METERS

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

# 13 OVERCHARGING AND UNDERCHARGING

## 13.1 Undercharging

We may recover from you any amount you have been undercharged.

Where you have been undercharged as a result of our error or the **distributor's** error, we can only recover the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

## 13.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the **Energy retail code** for repaying the money. Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this contract, we will pay you that amount .

Where the amount overcharged is more than \$100, and you have already paid that amount, we must ask you whether the amount should be credited to your account, repaid to you or paid to another person, and pay the amount in accordance with your instructions within 10 **business days**.

## 13.3 Reviewing your bill

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 **Energy retail code**.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

## 14 SECURITY DEPOSITS

### 14.1 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the deposit at a rate and on terms required by the **Energy retail code**.

### 14.2 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 under your **connection and supply contract** with your **distributor**.

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your **supply address**; or
- (b) in relation to a final bill (i.e., the bill we issue when you stop buying electricity from us at your **supply address**).

### 14.3 Business customers

If you are purchasing electricity for business use, we may request that you increase the amount of your security deposit in accordance with **Regulatory Requirements**.

## 15 DISCONNECTION OF SUPPLY

### 15.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the **Energy retail code**, we can arrange for the disconnection of your **supply address** 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 use electricity illegally or breach clause 19 of this contract;
- (d) we are otherwise entitled or required to do so under the **Energy retail code** or by law.

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

### 15.2 Comply with the Energy Retail Code

We must comply with the provisions of the **Energy retail code** (such as giving you the required notices and warnings) before arranging for the disconnection of your **supply address**.

## 16 RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your **supply address** and you pay to us all of our and the **distributor's** reconnection charges in advance, we will arrange for the reconnection of your **supply address**.

We may refuse to arrange reconnection and terminate your **customer sale contract** if we are allowed to do so under the **Energy retail code** (such as where the circumstances leading to your disconnection have not been fixed within a period of 10 **business days** after the date on which you were disconnected).

## 17 VACATING A SUPPLY ADDRESS

You must give us at least 3 **business days'** notice of your intention to vacate your **supply address**, together with a forwarding address for your final bill.

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.

If you do not provide the required notice, or if you do not provide access to your meter, you will be responsible for all electricity purchased at the **supply address** until:

- (a) we become aware that you have vacated your **supply address** and the relevant meters have been read; or
- (b) you give us the required notice; or
- (c) someone else commences purchasing electricity from us or another **retailer** for that **supply address**.

## 18 USE OF ELECTRICITY AND ILLEGAL USE

### 18.1 Use of electricity

You must not:

- (a) allow electricity purchased from us to be used other than in accordance with this contract or the **Energy retail code**; or
- (b) tamper with, or permit tampering with, any meters or associated equipment.

### 18.2 Illegal use

If you have breached clause 18.1 of this contract, we may, in accordance with the **Energy retail 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 **supply address**.

## 19 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 **Energy Retail 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).

You authorise us to obtain all information required from your previous **retailer, NEMMCO** or from your network provider, necessary for us to perform our **retailer of last resort supply obligations**.

## 20 WE CAN AMEND THIS CONTRACT

We can only amend our contract with you in accordance with our **Regulatory Requirements**. Any amendment will take effect from the date referred to in the South Australian Government Gazette.

## 21 NOTICES

Unless this document or our **Regulatory Requirements** says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at the address at which you buy electricity from us or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second **business day** after it was sent.

## 22 PRIVACY AND CONFIDENTIALITY

### 22.1 Privacy of information

Subject to clauses 22.2 and 26 of this contract we must keep your information about you confidential.

### 22.2. 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 licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your **distributor** or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing.

## 23 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 as follows (as updated and notified to you from time to time):

By telephone on 131 245, or

By writing to PO Box 888, Adelaide 5001.

## 24 FORCE MAJEURE

### 24.1 Effect of force majeure event

If, but for this clause 24, either party would breach this contract due to the occurrence of a **force majeure event**:

(a) The **obligations** of the 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.

### 24.2 Deemed prompt notice

For the purposes of this clause 24, 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.

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

Either party relying on this clause 24 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.

### 24.4 Settlement of industrial disputes

Nothing in this clause 24 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.

### 24.5 Non-exclusion of National Electricity Law

Nothing in this clause 24 varies or excludes the operation of section 78 of the National Electricity Law.

## 25 APPLICABLE LAW

We, as your **retailer**, and you, as our **customer**, agree to comply with any applicable requirements of any codes or guidelines issued by the **Commission** from time to time. The laws of South Australia govern this contract.

## 26 LAST RESORT EVENT

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

## SCHEDULE 1: DEFINITIONS

“**applicable regulatory instruments**” means any Act or regulatory instrument made under an Act, or regulatory instrument issued by the **Commission**, which applies to us as a **retailer**;

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

“**best endeavours**” means to act in good faith and use all reasonable efforts, skill and resources;

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

“**business day**” means a day on which banks are open for general banking business in Adelaide, other than a Saturday, or a Sunday;

“**Commission**” means the Essential Services Commission established under the Essential Services Commission Act 2002;

“**connection and supply contract**” means the contract you have with your **distributor** to connect and **supply** electricity to your **supply address**;

“**connection point**” means the agreed point of **supply** between your electrical installation and the distribution network;

“**customer**” means a **customer** as defined in the **Electricity Act** who buys or proposes to buy electricity from a **retailer**;

“**customer sale contract**” means a **standing contract**, a **market contract** or a **default contract** but does not include a **RoLR default contract**;

“**date of receipt**” means, in relation to the receipt by you of a notice (including a **disconnection warning**) given by us:

- (a) in the case where we hand the notice to you, the date we do so;
- (b) in the case where we send a notice by facsimile or by e-mail before 5pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) in the case where we leave the notice at your **supply address**, the date we do so;
- (d) in the case where we give the notice by post or, registered mail or lettergram, a date 2 **business days** after the date we sent the notice.

“**default contract**” means the **customer sale contract** between a **retailer** and a default **customer** arising in accordance with the regulations under the **Electricity Act**;

“**default customer**” means, in relation to a **connection point**, a person who is deemed pursuant to the regulations under the **Electricity Act** to have a **default contract** with a **retailer** in relation to that **connection point**;

“**disconnection warning**” means a notice in writing issued in accordance with clause 9;

“**distributor**” means a holder of a licence to operate a distribution network under Part 3 of the Act;

“**effective date**” means the date that these standard terms and conditions come into force in accordance with section 36(3) of the **Electricity Act**;

“**Electricity Act**” means the **Electricity Act** 1996;

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

“**in-situ termination**” means a termination made where you are not vacating a **supply address**;

“**last resort event**” means an event which triggers the operation of the **retailer** of last resort scheme approved by the **Commission**;

“**market contract**” means a **customer sale contract** which complies with Part A of the **Energy retail code** other than a **standing contract** or a **default contract**;

“**metering data**” has the meaning given to that term in the National Electricity Code;

“**NEMMCO**” means the National Electricity Market Management Company Limited ABN 072 010 327, the company which operates and administers the wholesale electricity market in accordance with the National Electricity Code;

“**NMI**” means a National Metering Identifier assigned to a metering installation at an electricity customer’s **supply address**;

“**prescribed distribution services**” has the same meaning as is given to that term in the Electricity Pricing Order;

“**price list**” means our list of current tariffs and charges applying to you from time to time;

“**quarterly**” means the period of days represented by 365 days divided by 4;

“**Regulatory Requirements**” means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administration or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

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

“**retailer**” means a person licensed under the **Electricity Act** to retail electricity;

“**retailer of last resort obligation**” means an **obligation** arising from a **last resort event**;

“**RoLR default contract**” means a **default contract** published for the purposes of a **retailer of last resort obligation**;

“**security deposit**” means an amount of money or other arrangement acceptable to the **retailer** as a security against a **customer** defaulting on a bill;

“**small customer**” has the same meaning as is given to that term in the **Energy retail code**;

“**standing contract**” has the same meaning as is given to that term in the **Energy retail code**;

“**standing offer**” means the offer to sell electricity made in accordance with our **standing offer obligation**;

“**standing offer obligation**” means the **obligation** imposed on a **retailer** under the **Electricity Act** to agree to sell electricity to a **small customer** in accordance with the retailer’s **standing contract** terms and conditions when requested to do so by that **small customer**;

“**supply**” means the delivery of electricity;

“**supply address**” means:

- (a) the **address** for which you purchase electricity from us where there is only one **connection point** at that **address**; or
- (b) where there is more than one **connection point** at that **address**, each **connection point** through which you purchase electricity from us.