



# ENERGY RETAIL CODE

ERC/01

**March 2004**



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A detailed amendment record is contained at the end of Part A of this industry code.

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## PRELIMINARY

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### A. TITLE

This Industry Code is the *Energy Retail Code*.

### B. AUTHORITY

This *Energy Retail Code* is made as an industry code pursuant to the powers of the **Commission** under section 28 of the *Essential Services Commission Act 2002*.

### C. COMMENCEMENT

This *Energy Retail Code* commences on 8 March 2004.

### D. REVOCATION OF ELECTRICITY RETAIL CODE

The *Electricity Retail Code* made by the **Commission** is revoked with effect from the date of commencement of this *Energy Retail Code*.

### E. DEFINITIONS AND INTERPRETATION

Words appearing in bold like **this** are defined in Schedule 1 to Part A of this *Energy Retail Code*.

This industry code must be interpreted in accordance with the rules set out in Schedule 2 to Part A of this *Energy Retail Code*

### F. APPLICATION

This *Energy Retail Code* regulates some of the terms on which a **retailer** sells electricity or sells and supplies gas (referred to collectively in this *Energy Retail Code* as **energy**) to a **small electricity customer** or a **small gas customer** (referred to collectively in this *Energy Retail Code* as **small customers**) at a **supply address** under a **customer sale contract**.

This *Energy Retail Code* also regulates some of the terms on which a **retailer** with the **standing offer obligation** under the **Gas Act** sells and supplies gas to **prescribed customers**.

### G. WHEN THIS ENERGY RETAIL CODE DOES NOT APPLY

This *Energy Retail Code*, or specified provisions of this *Energy Retail Code*, will not apply to a **retailer** where the **retailer** has agreed in writing with an **energy**

**customer**, by obtaining that **energy customer's explicit informed consent**, that this *Energy Retail Code*, or specified provisions of this *Energy Retail Code*, will not apply in respect of a gas contract, electricity contract or **dual fuel contract** with that **energy customer**, if the **energy customer**:

- (a) is a **business customer**; and
- (b) has one or more relevant **connection points** to a premises or a group of premises; and
- (c) is a **small customer** in respect of one or more of those **connection points**; and
- (d) the aggregate of the **annual energy consumption level** for those **connection points** equals or exceeds:
  - (i) in the case of an electricity contract, 160MWh of electricity per annum;
  - (ii) in the case of a gas contract, 1TJ of gas per annum;
  - (iii) in the case of a **dual fuel contract**, 160MWh of electricity per annum or 1TJ of gas per annum.

## H. THREE PARTS

This *Energy Retail Code* is divided into 3 parts:

- PART A which sets out obligations that **retailers** must comply with in dealing with **small customers**, **default customers** and **prescribed customers**;
- PART B which sets out the **standing contract** and **default contract** for **small electricity customers**;
- PART C which sets out the **standing contract** and **default contract** for **small gas customers**.

## I. OBTAINING A COPY OF THIS ENERGY RETAIL CODE OR THE CUSTOMER SALE CONTRACT

A **retailer** must, when asked by a **small customer**, free of charge for the first request:

- (a) send to that **small customer** within 10 **business days** a copy of this *Energy Retail Code* (and any amendments from time to time which materially affect a **small customer's** rights, entitlements or obligations); and
- (b) a copy of the **customer sale contract** applicable to that **small customer** and any amendments from time to time.

A **retailer** may impose a reasonable charge for subsequent requests.

## J. OTHER ACTS, INDUSTRY CODES AND GUIDELINES

Not all aspects of a **retailer's** obligations are regulated by this *Energy Retail Code*. A **retailer's** obligations and some aspects of the relationship between a **small customer** and a **retailer** are also affected by:

- (a) Acts of Parliament and regulations made under those Acts of Parliament;
- (b) the retail licence held by the **retailer**;
- (c) industry codes made by the **Commission** from time to time;
- (d) any guidelines or rules made by the **Commission** from time to time; and
- (e) the terms of an agreement in place between a **retailer** and a **distributor**.



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# ENERGY RETAIL CODE

## PART A

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# 1. CUSTOMER SALE CONTRACTS

## 1.1. Standing contracts: small customers

### 1.1.1. Electricity standing contract terms and conditions

The terms and conditions of the **standing contract** offered to **small customers** by a **retailer** with the **standing offer obligation** under the **Electricity Act** must be those set out in Part B of this *Energy Retail Code*.

### 1.1.2. Gas standing contract terms and conditions

The terms and conditions of the **standing contract** offered to **small customers** by a **retailer** with the **standing offer obligation** under the **Gas Act** must be those set out in Part C of this *Energy Retail Code*.

### 1.1.3. Obligation to sell subject to standing contract terms and conditions

A **retailer** with the **standing offer obligation** under the **Electricity Act** or the **Gas Act** must not agree to sell, or sell and supply, **energy** to a **small customer** other than on the terms and conditions set out in the relevant **standing contract** unless:

- (a) The **retailer** is selling, or selling and supplying, or proposes to sell, or sell and supply, **energy** to the **small customer** under a relevant **market contract** in accordance with clause 1.3; or
- (b) The **retailer** is selling, or selling and supplying, **energy** to the **default customer** under a relevant **default contract** in accordance with clause 1.4.

## 1.2. Gas standing contracts: prescribed customers

### 1.2.1. Sale and supply of gas to prescribed customers

The terms and conditions of the **standing contract** offered to **prescribed customers** by a gas **retailer** with the **standing offer obligation** under the **Gas Act** must not be inconsistent with any terms and conditions notified to the **retailer** by the **Commission** from time to time.

### 1.2.2. Commission not obliged to set any terms and conditions

Nothing in clause 1.2.1 will require the **Commission** to notify any terms and conditions that must be included in the relevant **standing contract**.

### 1.2.3. Publication of terms and conditions

A gas **retailer** with the **standing offer obligation** in relation to **prescribed customers** must publish its **standing contract** terms and conditions by notice pursuant to section 34 of the **Gas Act**.

### 1.2.4. Amendment or revocation of terms and conditions

A gas **retailer** with the **standing offer obligation** in relation to **prescribed customers** must not amend or revoke its **standing contract** terms and conditions without the prior approval of the **Commission**.

## 1.3. Market contracts

### 1.3.1. Minimum terms and conditions

- (a) Subject to clause 1.3.1(b), the terms and conditions of a **market contract** must comply with, and not be inconsistent with, at least the provisions of Part A of this *Energy Retail Code* which are not permitted to be varied under clause 1.3.2.
- (b) At the request of a **retailer** the **Commission** may at its absolute discretion, prior to the commencement of a **market contract**, approve terms and conditions for that **market contract** which do not conform with all or any of the provisions of Part A of this *Energy Retail Code*.

### 1.3.2. Permitted variation from Part A

For the purposes of clause 1.3.1(a), the following clauses of Part A of this *Energy Retail Code* (marked with an asterisk (\*) and an annotation throughout) may be varied in a **market contract**.

- (a) Clause 6.1.1;
- (b) Clause 6.3.4(i);
- (c) Clause 6.3.4(u);
- (d) Clause 6.8.1;
- (e) Clause 7.1.1;
- (f) Clause 7.2;
- (g) Clause 7.7.1; and
- (h) Clause 7.11.

### 1.3.3. Cooling-off

- (a) A **retailer** must ensure that each **market contract** it enters into with a **small customer** confers on the **small customer** the right to rescind

that **market contract** in accordance with this clause within the period of 10 **business days** commencing on, and including, the **date of receipt** by the **small customer** of the **disclosure statement** provided in respect of that **market contract**.

- (b) A right of rescission conferred under this clause may be exercised notwithstanding affirmation of the contract by the **small customer**.
- (c) Notice of rescission must be provided to the **retailer** by the **small customer** in a form which clearly indicates an intention on the part of the **small customer** to rescind the **market contract**.
- (d) A notice of rescission provided in writing by a **small customer** will be deemed to have been received by the **retailer** on the date it was sent where the notice was sent by:
  - (i) post to the **retailer's** postal address as stated in the **disclosure statement** provided in respect of the **market contract**, or
  - (ii) facsimile to the **retailer's** facsimile number as stated in the **disclosure statement** provided in respect of the **market contract**, or
  - (iii) electronic mail to the **retailer's** electronic mail address as stated in the **disclosure statement** provided in respect of the **market contract**.
- (e) Nothing in this clause affects other rights in law or in equity which a **small customer** may have in relation to the **market contract** or the conduct of a **retailer**.
- (f) A **retailer** must include in each **market contract** it enters into with a **small customer** express provisions setting out the rights and obligations provided for by this clause 1.3.3.
- (g) A **retailer** must retain records of a notice of rescission given by a **small customer** under clause 1.3.3(c) in a format which permits the **retailer** to answer any enquiries relating to that notice by the **small customer**, the **Commission**, the **Industry Ombudsman** or any other entity permitted by an **applicable regulatory instrument** to access that information.

#### 1.3.4. Compliance with applicable regulatory instruments

A **retailer** must ensure that when a **market contract** it enters into with a **small customer** confers an obligation on the **small customer** to comply with all relevant requirements imposed by **applicable regulatory instruments**, that **market contract** must also confer on the **retailer** a contractual obligation to

comply with all relevant requirements imposed by **applicable regulatory instruments**.

### 1.3.5. Commencement of financial responsibility under market contracts

Notwithstanding the provisions of clause 1.5, the obligation under a **market contract** for a **retailer** to sell, or sell and supply, and for a **small customer** to pay for **energy** consumed at a **supply address** does not become binding between the **retailer** and the **small customer** until and unless:

- (a) If the **market contract** relates to the sale of electricity, the **retailer** becomes financially responsible to pay **NEMMCO** for electricity used at the **supply address**;
- (b) If the **market contract** relates to the sale and supply of gas, the **retailer** supplies gas to the **small customer** at the **supply address**; and
- (c) Any cooling-off period applicable to the **market contract** has expired.

### 1.3.6. Laws of South Australia to govern market contracts

A **retailer** must ensure that each **market contract** it enters into with a **small customer** is governed by the laws of South Australia.

### 1.3.7. Restrictions on retailers' limitation of liability in market contracts

A **retailer** must ensure that any clause in any **market contract** it enters into with a **small customer** limiting the contractual liability of the **retailer** to the **small customer** does not provide any greater limitation of contractual liability than that provided for in:

- (a) in the case of an electricity contract, clause 7 of Part B of this **Energy Retail Code**;
- (b) in the case of a gas contract, clause 7 of Part C of this **Energy Retail Code**; and
- (c) in the case of a **dual fuel contract**, clause 7 of Part B of this **Energy Retail Code** in relation to the sale of electricity and clause 7 of Part C of this **Energy Retail Code** in relation to the sale and supply of gas.

## 1.4. Default contracts

### 1.4.1. Electricity default contract terms and conditions

The document set out in Part B of this **Energy Retail Code** is the **default contract** for electricity **default customers**.

#### 1.4.2. Gas default contract terms and conditions

The document set out in Part C of this *Energy Retail Code* is the **default contract** for gas **default customers**.

#### 1.4.3. Obligations to advise of default contracts

A **retailer** must, within 5 **business days** after becoming aware that a **default customer** has entered into a **default contract** with it, advise that **default customer** of:

- (a) the terms and conditions of the **default contract**,
- (b) the existence and a general description of the **retailer's market contracts**, if any and, if the **retailer** has the **standing offer obligation** under the **Electricity Act** or **Gas Act**, the **retailer's standing contract**,
- (c) the ability of the **default customer** to choose a **retailer** from whom it wishes to purchase **energy**; and
- (d) if the **retailer** does not propose to offer a **market contract** to the **default customer**, the existence of the **standing contract** offered by the **retailer** which has the **standing offer obligation** under the **Electricity Act** or **Gas Act** and contact details for that **retailer**.

### 1.5. Commencement of customer sale contracts

A **retailer** and a **small customer** may agree the date on which the retailer will commence selling **energy** to the **small customer** under a **standing contract** or a **market contract**.

### 1.6. Termination of customer sale contracts by small customers

#### 1.6.1. In-situ terminations

- (a) A **retailer** must ensure that each **standing contract** it enters into with a **small customer** confers on the **small customer** the right to effect an in-situ termination of that **standing contract** by providing at least 3 **business days'** notice.
- (b) A **retailer** must ensure that each **market contract** it enters into with a **small customer** confers on the **small customer** the right to effect an in-situ termination of that **market contract** by providing at least 20 **business days'** notice.
- (c) A **retailer** must ensure that each **default contract** it enters into with a **default customer** confers on the **default customer** the right to effect

an in-situ termination of that **default customer sale contract** without any prior notice.

- (d) If a **retailer** has entered into a **fixed-term market contract** with a **small customer** and the **small customer** has effected an **in-situ termination** of that contract prior to the expiry of the **fixed-term** in accordance with clause 1.6.1(b), the **retailer** may only impose an early termination charge if:
  - (i) the **market contract** includes details of the amount or manner of calculation of the early termination charge; and
  - (ii) the imposition of the early termination charge is not prohibited under an **applicable regulatory instrument** or in law or in equity

#### 1.6.2. Terminations for vacation of supply address

- (a) A **retailer** must ensure that each **customer sale contract** it enters into with a **small customer** confers on the **small customer** a right to effect termination of that **customer contract** by providing at least 3 **business days'** notice where the **small customer** requires such a termination due to vacation of the **supply address**.
- (b) Where a **small customer** exercises the right of termination under clause 1.6.2(a) and notifies the **retailer** of the date on which the **small customer** intends to vacate the **supply address** the **retailer** must:
  - (i) use its **best endeavours** to ensure that the relevant meters are read, or the relevant **metering data** are obtained, at that **supply address** on the date and at the time agreed with the **small customer** (or as soon as possible after that date if the **small customer** has not provided access to the relevant meters on the date or at that time); and
  - (ii) prepare and send to the **small customer** at the forwarding address provided by the **small customer** a final bill based on the relevant meter reading or **metering data** on the date and at the time agreed with the **retailer**.
- (c) If a **small customer** fails to give a **retailer**:
  - (i) the notice referred to in clause 1.6.2(b); or
  - (ii) access to the relevant meters at the **small customer's supply address**;

the **retailer** may charge the **small customer** for any relevant **energy** used at the **small customer's supply address** until:

- (iii) the relevant meters are read, or **metering data** are obtained, for that **supply address** (which must take place within 3 **business days** of the **retailer** becoming aware that the **small customer** has vacated that **supply address**, provided that access can be gained to that **supply address** within the 3 **business day** period and otherwise as soon as reasonably possible); or
  - (iv) a different **retailer** has become financially responsible to pay the wholesale market for **energy** used at the **supply address**; or
  - (v) a different **small customer** enters into a **customer sale contract** with the **retailer** for relevant **energy** used at the **supply address**.
- (d) If the **small customer** has entered into a **fixed-term market contract** with the **retailer** and has terminated that contract prior to the expiry of the **fixed-term** in accordance with clause 1.6.2(a), the **retailer** may only impose an early termination charge if:
- (i) the **market contract** includes details of the amount or manner of calculation of the early termination charge; and
  - (ii) the imposition of the early termination charge is not prohibited under an **applicable regulatory instrument** or in law or in equity.

## 1.7. Termination of customer sale contracts by retailers

A **retailer** may not terminate a **customer sale contract** with a **small customer** by reason of the **small customer's** breach of the **customer sale contract** unless and until whichever is the earlier of the following events occurs:

- (a) The **small customer's supply address** has been disconnected in accordance with the terms of the **customer sale contract** and the **small customer** no longer has a right to be reconnected under clause 10.1 of this *Energy Retail Code*; or
- (b) The **small customer** and the **retailer** have entered into a new **customer sale contract** in respect of the **supply address**; or

- (c) A different **retailer** has become financially responsible to pay the wholesale market for **energy** used at the **supply address**.

## 1.8. Expiry of fixed-term market contracts

No earlier than 40 **business days** and at least 20 **business days** prior to the expiry of a **fixed-term market contract**, a **retailer** must advise a **small customer** of the:

- (a) Date on which the **fixed-term market contract** will expire;
- (b) Terms and conditions for the sale of **energy** to the **small customer** by the **retailer** which will come into effect after the expiry date if the **small customer** does not elect before that date to enter into a new **customer sale contract** with the **retailer** or another **retailer** for the **small customer's supply address**;
- (c) Existence of the other contractual options that may be available for the purchase of **energy** by that **small customer** at that **supply address** and a general description of each; and
- (d) Ability of the **small customer** to choose the **retailer** from whom it wishes to purchase **energy**.

## 2. CUSTOMER CHARTER AND SERVICE STANDARDS

### 2.1. Customer Charter

#### 2.1.1. Obligation to prepare customer charter

Each **retailer** must, within 20 **business days** after it first sells **energy** to a **small customer**, prepare a **Customer Charter** in accordance with this clause.

#### 2.1.2. Obligation to provide customer charter

A **retailer** must, free of charge, send a copy of its **Customer Charter** to its:

- (a) **small customers** as soon as practicable following entry into a **standing contract** or a **market contract**; and
- (b) **small customers** as soon as practicable following a request.

### 2.1.3. Charging for customer charters

If a **small customer** has already received a copy of its **retailer's Customer Charter** under clause 2.1.2(b), that **retailer** may impose a reasonable charge for provision of the **Customer Charter** on any subsequent request from the **small customer** within a 12 month period.

### 2.1.4. Contents of customer charter

The **Customer Charter** must contain at least a summary of the respective rights and obligations under:

- (a) this *Energy Retail Code*;
- (b) the **standing contract** or, if the **retailer** and the **small customer** have entered into a **market contract**, at least the provisions of Part A of this *Energy Retail Code* which must be incorporated into the terms and conditions of the **market contract**; and
- (c) the **Electricity Act** and/or **Gas Act** and associated regulations (as appropriate).

## 2.2. Service Standards

### 2.2.1. Obligation to meet service standards

- (a) The **retailer** must use its **best endeavours** to achieve the service standards contained in clause 2.2.2 during each financial year ending on 30 June.
- (b) The **retailer** must keep sufficient records to monitor its performance level and to provide the information required by clause 2.3.

### 2.2.2. Applicable service standards

The service standards are as follows:

COMMITMENT	STANDARD
Responding to telephone calls	85% within 30 seconds (between 8 am and 6 pm on <b>business days</b> )
Responding to written enquiries	95% within 5 <b>business days</b>

### 2.2.3. Meaning of service standard terms

- (a) The term “responding to telephone calls” includes:
  - (i) answering a **small customer's** telephone call in person; and
  - (ii) answering a **small customer's** telephone call by providing access to a computer/telephony based interactive service which

is able to process calls by providing information or direct a call to a service officer,

but does not include the answering of a call by being placed in an automated queue to wait for one of the options above.

- (b) A “written enquiry” is an enquiry by e-mail, fax or letter from a **small customer** to a **retailer**, via nominated enquiry channels, requesting information from the **retailer** or making a complaint about an action of the **retailer**.
- (c) A response to such an enquiry includes direct or telephone contact or written response in which the **retailer** either answers the enquiry or acknowledges receipt of the enquiry and indicates the process to be followed in dealing with the enquiry, including the time within which the **retailer** will deal with the enquiry.

### 2.3. Service standards reporting

The **retailer** will report to the **Commission** by 31 August each year, concerning matters relating to the service standards during the last financial year or part of a financial year. In particular, the **retailer** will report on:

- (a) the percentage of compliance with the service standards set out in clause 2.2.2 or its **customer sale contracts**;
- (b) the amount of rebates paid or credited to **small customers** as a result of a **retailer’s** failure to meet service standards set out in its **customer sale contracts**;
- (c) an explanation of the reason for any non-compliance; and
- (d) a report on how the **retailer** will improve its performance so as to meet the service standards set out in clause 2.2.2 or its **customer sale contracts**.

## 3. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION

### 3.1. Customer enquiries

#### 3.1.1. Retailers to prepare enquiry procedures

A **retailer** must, within 20 **business days** after it first sells **energy** to a **small customer**, prepare and submit to the **Commission**, for approval, its procedures for handling **small customer** enquiries. The procedures must deal with at least the following matters:

- (a) the establishment of a **small customer** enquiry line (for the cost of a local call from anywhere in South Australia) or information desk to provide information about:
  - (i) the sale of **energy** to **small customers**;
  - (ii) in the case of an electricity **retailer**, the referral of questions by **small electricity customers** concerning the quality and reliability of electricity **supply** to their **supply addresses** to the **small customer's electricity distributor**;
  - (iii) payment options available to **small customers**;
  - (iv) what **small customers** can do if they are having trouble paying the **retailer's** bills;
  - (v) how **small customers** can make enquiries or lodge complaints; and
  - (vi) the existence and operations of the **Industry Ombudsman** scheme.
- (b) the registration of special needs (see clause 11);
- (c) referral to interpreter services; and
- (d) any other matter required by the **Commission**.

### 3.1.2. Approval and implementation of enquiry procedures

- (a) The **Commission** must notify the **retailer** whether it approves the enquiry procedures. The **retailer** must implement the procedures within 20 **business days** after the date they are approved by the **Commission**.
- (b) A **retailer** whose customer enquiry processes were approved by the **Commission** for the purposes of the *Electricity Retail Code* will have complied with this clause 3.1 if that **retailer** advises the **Commission** in writing that it intends to use those same approved procedures for customer enquiries arising in relation to the sale and supply of gas to **small customers**.

## 3.2. Customer complaints and dispute resolution

### 3.2.1. Retailers to prepare complaints and disputes procedures

A **retailer** must, within 20 **business days** after it first sells **energy** to a **small customer**, prepare and submit to the **Commission**, for approval, its procedures to resolve **small customer** complaints and disputes. The procedures must deal with at least the following matters:

- (a) how complaints are to be notified by **small customers**;
- (b) the handling of complaints;
- (c) response times for complaints;
- (d) method of response (for example, in writing);
- (e) referral to the **Industry Ombudsman** where the complaint is not satisfactorily resolved; and
- (f) any other matter required by the **Commission**.

### 3.2.2. Approval and implementation of complaints and dispute resolution procedures

- (a) The **Commission** must notify the **retailer** whether it approves the complaints and dispute resolution procedures. The **retailer** must implement the procedures within 20 **business days** after the date they are approved by the **Commission**.
- (b) A **retailer** whose complaints and disputes resolution processes were approved by the **Commission** for the purposes of the *Electricity Retail Code* will have complied with this clause 3.2 if that **retailer** advises the **Commission** in writing that it intends to use those same approved procedures for complaints and disputes arising in relation to the sale and supply of gas to **small customers**.

## 3.3. Customer Communications

If a **retailer** is required under this *Energy Retail Code* to provide or issue any document, bill or notice to a **small customer** and that **small customer** has provided to the **retailer** an electronic mail address for that **small customer**, the **retailer**:

- (a) may send or issue that document, bill or notice to that electronic mail address for that purpose (unless otherwise required under this *Energy Retail Code*);
- (b) must be capable of receiving notices by e-mail from that **small customer**; and
- (c) must cease using that electronic mail address or the electronic mail format at the **small customer's** request.

Unless otherwise specifically required under this *Energy Retail Code*, a reference to "writing" includes electronic mail.

## 4. APPLICATIONS AND CONNECTIONS

### 4.1. Application

#### 4.1.1. Retailer requirements

If a **small customer** wishes to buy **energy** from a **retailer** at a **supply address** under a **standing contract** or a **market contract**, the **retailer** may require that the **small customer** must first apply to the **retailer** (in person, by telephone or in writing) to sell **energy** to that **small customer** at that **supply address** and, if requested by the **retailer**:

- (a) provide **acceptable identification** when required by the **retailer**;
- (b) provide credit history information when required by the **retailer**;
- (c) pay any relevant fees and charges applicable to that **small customer**;
- (d) provide contact details for billing purposes;
- (e) provide contact details for the owner (or the agent of the owner) of the **supply address** if the application is for a rental property;
- (f) ensure that there is safe and convenient access to the meter at the **supply address**;
- (g) where appropriate, provide estimated **energy** load information for the **small customer's** proposed use of **energy** at the **supply address**;
- (h) (subject to Clause 8 of this *Energy Retail Code*) provide a **security deposit**, a bank guarantee or enter into a payment arrangement;
- (i) in the case of a **market contract**, pay any outstanding debt owed by the **small customer** to the **retailer** relating to a previous **supply address** (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made); and
- (j) in the case of a **standing contract**, enter into a payment arrangement in respect of any outstanding debt owed by the **small customer** to the **retailer** relating to a previous **supply address** (other than a debt the subject of a bona fide dispute).

#### 4.1.2. Use of credit history information where a small customer seeks a standing contract

- (a) Nothing in clause 4.1.1 will permit a **retailer** to refuse to enter into a **standing contract** with a **small customer** on the basis of credit history information.

- (b) Subject to clauses 8.2 and 8.3, where a **small customer** accepts a **retailer's** offer of a **standing contract**, credit history information may only be used by that **retailer** in determining whether to require the payment of a **security deposit** by the **small customer**.

## 4.2. Connection

### 4.2.1. Retailers' obligations to advise the distributor of connection applications

As soon as possible after receiving an application from a **small customer** to start selling **energy** to the **small customer**, or a request from a **small customer** to arrange for connection, a **retailer** must forward relevant details of a **small customer** to the **small customer's distributor** for the purpose of:

- (a) updating the **distributor's** records for that **supply address** and **small customer**, if the **small customer's supply address** is already connected; or
- (b) arranging for the connection of that **supply address**, if the **small customer's supply address** is not already connected.

### 4.2.2. New electricity connection points

Where a **small electricity customer's supply address** is not already connected, details of the **small electricity customer** must be forwarded to the **small electricity customer's distributor** for the purposes of issuing a **NMI** and entering that and the associated **NMI** standing data in **NEMMCO's Market Settlement and Transfer Solution** system.

### 4.2.3. New gas connection points

Where a **small gas customer's supply address** is not already connected, details of the **small gas customer** must be forwarded to the **small gas customer's distributor** for the purposes of issuing a **MIRN** and entering that and the associated **MIRN** standing data in the **distributor's MIRN** database.

## 5. ILLEGAL ENERGY USE

### 5.1. Retailers' right of recovery for illegal use

Despite clause 6.5, if a **retailer** has undercharged or not charged a **small customer** as a result of the **small customer's** fraud or intentional consumption of **energy** otherwise than in accordance with **applicable regulatory**

*instruments*, the **retailer** may estimate the consumption for which the **small customer** has not paid and bill or take debt recovery action for all of that unpaid amount.

## 5.2. Non-application of payment difficulties clause 7.6

Clause 7.6 does not apply if, during the course of the **small customer's** dealings with the **retailer**, the **small customer** is convicted of an offence involving fraud or theft of **energy**.

# 6. BILLING

## 6.1. When bills are issued

### 6.1.1. Obligation to bill quarterly\*

*(note: this clause 6.1.1 may be varied in a market contract)*

- (a) A **retailer** must use its **best endeavours** to issue a bill to a **small customer** at least **quarterly**.
- (b) Nothing in clause 6.1.1(a) will prevent a **retailer** from issuing a bill more frequently than **quarterly** to a **business customer**.
- (c) Nothing in clause 6.1.1(a) will prevent a **retailer** from issuing a bill more frequently than **quarterly** to a **residential customer** where the **retailer** has obtained a **residential customer's explicit informed consent** to issue bills on that basis.

### 6.1.2. Failure to issue a bill

- (a) If a **retailer** fails to issue a bill to a **small customer** in accordance with the requirements of clause 6.1.1 or, where clause 6.1.1 has been varied, of any alternative billing arrangements agreed in a **market contract**, and seeks to recover the amount of undercharging, it must:
  - (i) limit the amount sought to be recovered to the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to the **small customer**; and
  - (ii) offer the **small customer** the opportunity to pay for any **energy** consumed during the relevant period under an instalment plan in accordance with clause 6.5.2.
- (b) The period of an instalment plan offered under clause 6.1.2(a)(ii) must be the lesser of 12 months or the period since the meter reading

date on the last bill sent to the **small customer** prior to the bill seeking recovery of the undercharging..

## 6.2. How bills are issued

The **retailer** must issue a bill to a **small customer** at the **supply address**, unless the **small customer** nominates another address.

## 6.3. What is covered in a bill

### 6.3.1. Information on charges which comprise a bill

If requested by a **small customer** in relation to a bill, a **retailer** must provide the **small customer** with reasonable information on distribution charges, retail charges and any other charges relating to the sale or sale and supply of **energy** comprising the amount payable in respect of the **small customer's** bill.

### 6.3.2. Simultaneous payments for gas and electricity

Where a **retailer** and a **small customer** have entered into:

- (a) a **dual fuel contract**, or
- (b) two **customer sale contracts** for the sale of electricity and the sale and supply of gas,

under which a single bill for **energy** is, or two simultaneous bills for electricity and gas are, issued to the **small customer**, and the **small customer** does not pay the entire amount owing under that bill or those bills, the **retailer** must:

- (c) apply a payment received from a **small customer** for charges for the sale of electricity or the sale and supply of gas respectively as agreed between the **retailer** and the **small customer**; or
- (d) if no agreement is in place between the **retailer** and the **small customer**, apply a payment received from a **small customer** for charges for the sale of electricity or the sale and supply of gas respectively as directed by the **small customer**; or
- (e) if clauses 6.3.2(c) and 6.3.2(d) do not apply, apply the payment in proportion to the relative value of each of the charges.

### 6.3.3. Other Goods and Services to a customer

Where a **retailer** also provides goods or services (other than those goods and services referred to in clause 6.3.1), the **retailer** must bill for those goods or services separately or:

- (a) include the charges for those goods and services as separate items in its combined bills, together with a description of the other goods or services supplied;
- (b) apply any payment received from a **small customer** as directed by that **small customer**; and
- (c) where a **small customer** does not direct how the payment is to be applied, the **retailer** must apply the payment in satisfaction of the charges for the sale of **energy** referred to in clause 6.3.1 before applying any portion of it to the charges for any other goods or services.

#### 6.3.4. Particulars on each bill

A **retailer** must include at least the following particulars on each bill:

- (a) the date of the last meter reading (or reading of **metering data**, as the case may be) or estimate and the number of days since the previous reading or estimate;
  - (b) the estimated date of the next meter reading;
  - (c) the meter readings, **metering data** or estimates for the bill;
  - (d) consumption, or estimated consumption, in units used (kWh or kVAh or MJ);
  - (e) the relevant fees, charges and tariffs applicable to the **small customer**;
  - (f) each relevant **assigned meter identifier** and **assigned meter identifier** checksum for the **supply address**;
  - (g) the amounts due to the **retailer** and the **small customer's electricity distributor** (in either bundled or unbundled format);
  - (h) the pay-by date;
  - (i) a list of the available payment methods;\*
- (note: clause 6.3.4 (i) may only be varied in a market contract where clause 7.2 is also varied)*
- (j) the telephone number for billing, payment enquiries and instalment payment options (for the cost of a local call from anywhere in South Australia);
  - (k) a 24 hour contact telephone number for faults, emergencies and **force majeure events**;
  - (l) the **small customer's supply address** and any relevant other address;

- (m) the **small customer's** name and account number;
- (n) the amount of arrears or credit;
- (o) if the **small customer** is a **business customer** and the **market contract** permits the charging of late payment interest, the amount of interest approved by the **Commission** for late payment;
- (p) the amount of any **security deposit** provided by the **small customer**;
- (q) the amount of any other charge (as described in clause 6.3.3) and details of the goods or service provided;
- (r) on **residential customer's** bills only, advice in languages common to the **residential customer** base on how to access interpreter services;
- (s) on **residential customer's** bills only, a reference to the availability of concessions, if any;
- (t) if the bill is a reminder notice issued in accordance with clause 7.1.2, contact details for the **retailer's** internal dispute resolution scheme; and
- (u) if the bill contains charges for the sale of both electricity and gas, a notice advising of the **small customer's** right to nominate apportionment of any payment between those charges under clause 6.3.2(d).\*

*(note: clause 6.3.4(u) may only be varied where clause 6.3.2(c) applies)*

#### 6.3.5. Average daily usage

- (a) Subject to clause 6.3.5(b), a **retailer** must, for a **small customer's** current **supply address**, display on each bill the **small customer's** current average daily usage and, to the extent that data are available, a comparison of the **small customer's** average daily usage for the same period during the previous year for that **supply address**.
- (b) A **retailer** need not include a comparison of average daily usage:
  - (i) when it is the **small customer's** first bill for a **supply address**;
  - (ii) where there has been no or very low relevant **energy** consumption; or
  - (iii) where relevant comparable data are not available.

#### 6.3.6. Historical billing data

- (a) A **retailer** must keep a **small customer's** billing data for 7 years.

- (b) Where a **small customer** requests, and the data are available, a **retailer** must, within 10 **business days** of that request, provide to the **small customer** free of charge the **small customer's** billing data appearing on the **small customer's** bills for a **supply address** for the previous two years.
- (c) Where the **small customer** requests billing data before this period, the **retailer** must use its **best endeavours** to provide that data to the **small customer** within 20 **business days** of the request and may impose a reasonable charge for providing that data.

#### 6.3.7. Bill format

A **retailer** must issue a bill in a format which permits a **small customer** to easily verify that the bill conforms with its **customer sale contract**.

### 6.4. Meter Reading

#### 6.4.1. Meter reading for billing purposes

Subject to clause 6.4.2, a **retailer** must:

- (a) base a **small customer's** bill on:
  - (i) an actual reading of the relevant meters at the **small customer's supply address** provided by the **distributor** or **responsible person** determined in accordance with **applicable regulatory instruments**; or
  - (ii) on **metering data** provided for the relevant meters at the **small customer's supply address** provided by the **distributor** or **responsible person** determined in accordance with **applicable regulatory instruments**; or
  - (iii) on an estimation of the usage of **energy** by that **small customer** provided by the **distributor** or **responsible person** determined in accordance with **applicable regulatory instruments**; or
  - (iv) on an estimation of the usage of **energy** by that **small customer** determined in accordance with the **retailer's** estimating system approved by the **Commission**;and
- (b) use its **best endeavours** to ensure that there is an actual read of relevant meters at the **small customer's supply address**, or **metering data** is obtained, as frequently as is required to prepare its bills and in any event at least once every 12 months.

## 6.4.2. Estimated Bills

The **retailer** may provide the **small customer** with an estimated bill:

- (a) based on an estimation of the usage of the **energy** by that **small customer** provided by the **distributor** or **responsible person** determined in accordance with **applicable regulatory instruments**;  
or
- (b) where the estimation system to be used has been approved by the **Commission**, based on:
  - (i) the **small customer's** reading of the relevant meters; or
  - (ii) the **small customer's** prior **energy** usage history at that **supply address**; or
  - (iii) where the **small customer** does not have a prior **energy** usage history at that **supply address**, the average usage of **energy** by a comparable **small customer** over the corresponding period.

## 6.4.3. Adjustments to subsequent bills

Where a **retailer** has provided a **small customer** with an estimated bill under clause 6.4.2, and the meter is subsequently read, the **retailer** must include an adjustment on the next bill to take account of the actual meter reading.

## 6.4.4. Recovery of undercharged amounts in certain circumstances

Where a **retailer** has provided a **small customer** with an estimated bill under clause 6.4.2 and the meter is subsequently read, if that meter reading demonstrates that the **small customer** has been undercharged and the **retailer** seeks to recover the amount of the undercharging, then, whether or not the undercharging occurred as a result of an act or omission of the **retailer** or the **distributor** or **responsible person**, the **retailer** must only recover the amount undercharged in accordance with clause 6.5.

## 6.4.5. Advice that a bill is an estimated bill

When a **retailer** issues a **small customer** with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the meter.

## 6.4.6. Pass through of cost where access is denied

Where a **small customer** has denied access to a meter for the purpose of reading that meter and subsequently requests the **retailer** to replace an estimated bill with a bill based on a reading of the meter, the **retailer** must

comply with that request but may pass through to that **small customer** any costs it incurs in doing so.

#### 6.4.7. Unmetered supplies

If there is no meter in respect of a **small electricity customer's supply address** a **retailer** must base a bill on **metering data** calculated in accordance with the **Metrology Procedure**.

### 6.5. Under charging

#### 6.5.1. Recovery from small customers

Subject to clause 6.5.2, where a **retailer** has undercharged a **small customer** as a result of an act or omission of the **retailer** or the **distributor**, it may recover from the **small customer** the amount undercharged.

#### 6.5.2. Limitations on recovery where due to retailer or distributor error

Where a **retailer** proposes to recover an amount undercharged as a result of the **retailer's** or **distributor's** error, the **retailer** must:

- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to the **small customer**;
- (b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
- (c) not charge the **small customer** interest on that amount; and
- (d) offer the **small customer** time to pay that amount by agreed instalments, over a period nominated by the **small customer** being no longer than:
  - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
  - (ii) in any other case, 12 months.

### 6.6. Overcharging

#### 6.6.1. Notice and payment to small customers

Where a **small customer** has been overcharged as a result of an act or omission of the **retailer** or the **distributor**, the **retailer** must inform the **small customer** accordingly within 10 **business days** of the **retailer** becoming aware of that error and:

- (a) if the amount overcharged is \$100 or less, and the **small customer** has already paid that amount, credit that amount to the **small customer's** next bill, or, if the **small customer** has ceased to purchase **energy** from that **retailer**, pay that amount to the **small customer** within 10 **business days**; or
- (b) if the amount of the overcharge is more than \$100, and the **small customer** has already paid that amount, ask the **small customer** for instructions as to whether the amount should be:
  - (i) credited to the **small customer's** account; or
  - (ii) repaid to the **small customer**; or
  - (iii) on the **small customer's** written instructions, paid to another person,and pay the amount in accordance with the **small customer's** instructions within 10 **business days**.

#### 6.6.2. Payment where no instruction given

Where the **retailer** has asked for instructions from a **small customer** under clause 6.6.1 and no instructions have been provided by the **small customer** within 20 **business days** of making such a request, the **retailer** must pay the amount overcharged to the **small customer**.

#### 6.6.3. Payment of interest

No interest shall accrue to a credit or refund referred to in clause 6.6.1.

#### 6.6.4. Small customer requests

Notwithstanding clause 6.6.1(a), if the amount of the overcharge is \$100 or less, and the **small customer** requests the amount to be dealt with in accordance with clause 6.6.1(b), the **retailer** must agree to that request.

### 6.7. Where a tariff rate or tariff type has changed

#### 6.7.1. Obligations on retailers

Where during a **billing cycle** a **small customer** changes from one type of tariff to another type of tariff, the **retailer** must (if it is necessary to do so due to the change in the type of tariff applying to that **small customer**):

- (a) obtain a meter reading (or **metering data**) at the time the type of tariff changes; and

- (b) calculate the **small customer's** bill using the type of tariff applying during the period prior to and after the date of the meter reading referred to in clause 6.7.1(a).

### 6.7.2. Change of tariff within a billing cycle

Where during a **billing cycle** the tariff rate or charge applying to a **small customer** changes, the **retailer** must calculate the bill on a pro rata basis using:

- (a) the old tariff rate or charge up to and including the date of change; and
- (b) the new tariff rate or charge from the date of the change to the end of the **billing cycle**.

## 6.8. Alternative tariffs or tariff options

### 6.8.1. Small customer applications\*

*(note: this clause 6.8.1 may be varied in a market contract)*

Where a **retailer** offers alternative tariffs or tariff options and a **small customer**:

- (a) applies in writing to the **retailer** to transfer from that **small customer's** current tariff to another tariff;
- (b) demonstrates to the **retailer** that it satisfies all of the conditions relating to that other tariff and, in the case of an **electricity customer**, any conditions imposed by the **small customer's distributor**,

the **retailer** must transfer the **small customer** to that other tariff within 10 **business days** of satisfying those conditions.

### 6.8.2. Effective date of transfer between tariffs

Where a **small customer** transfers from one tariff type to another in accordance with clause 6.8.1, the effective date of the transfer will be:

- (a) the date on which the last meter reading at the old tariff is obtained; or
- (b) where the transfer requires a change to the meter at the **small customer's supply address**, the date the meter change is completed.

### 6.8.3. Change in tariff on notification by small customer of change in use

Where a **small customer** notifies a **retailer** of a change in use of the **small customer's supply address**, the **retailer** may require the **small customer** to transfer to a tariff applicable to the **small customer's** use of that **supply address**.

### 6.8.4. Retrospective change in tariff

If a **small customer** fails to give the notice required under clause 6.8.3, the **retailer** may transfer the **small customer** retrospectively.

## 7. PAYMENT

### 7.1. Due dates for payment

#### 7.1.1. Minimum time for payment of a bill\*

*(note: clause 7.1.1 may be varied in a market contract)*

Unless otherwise agreed with a **small customer**, the pay by date specified in the bill must not be less than 12 **business days** after the date the **retailer** sends the bill.

#### 7.1.2. Issue of reminder notices

If a **small customer** has not paid a bill by the due date, the **retailer** may send to that **small customer** a reminder notice that its bill is past due, giving the **small customer** a further due date (not less than 5 **business days** after the date the notice is issued).

#### 7.1.3. Late payment interest for business customers

A **retailer** may charge a **business customer** interest on a late payment, at a rate and on terms and conditions as approved by the **Commission** from time to time for specific groups of customers.

### 7.2. Payment methods \*

*(note: this clause may be varied in a market contract)*

A **retailer** must offer at least the following payment methods to its **small customers**:

- (a) in person at a network of agencies or payment outlets;

- (b) by mail; and
- (c) by direct debit under a payment arrangement agreed by the **small customer**, the **retailer** and an **ADI** nominated by the **small customer**.

### 7.3. Direct debit

Where a **retailer** offers a **small customer** the option of payment of bills directly from an account with an **ADI** nominated by the **small customer** (whether or not by instalment), the **retailer** must agree in writing with the **small customer**:

- (a) the amounts (which may include the full bill or an agreed instalment based on a reading or an estimate of the **small customer's** bill from time to time or the reconciliation amount calculated in accordance with clause 6.4.4 following a reading of the meter);
- (b) the frequency of those payments (direct debits);
- (c) that the **small customer** may at any time unilaterally cancel the direct debit authority granted in favour of the **retailer** by notification to either the **retailer** or the **ADI**;
- (d) that if the **small customer** at any time unilaterally cancels that direct debit authority granted in favour of the **retailer** by notifying the **ADI**, the **small customer** will use its **best endeavours** to notify the **retailer** as soon as practicable after the cancellation;
- (e) that if the **small customer** at any time unilaterally cancels that direct debit authority granted in favour of the **retailer** by notifying the **retailer**, the **retailer** will:
  - (i) accept that notification and no longer rely on the direct debit authority; and
  - (ii) use its **best endeavours** to notify the **ADI** of the cancellation as soon as practicable after receipt of the cancellation notice from the **small customer**; and
- (f) that if a **last resort event** occurs in respect of the **retailer** the **retailer** will immediately cancel the direct debit authority and notify both the **small customer** and the **ADI** of the cancellation.

### 7.4. Long absence or illness

Where a **residential customer** is unable to arrange payment by one of the above methods, whether due to illness or long absence, the **retailer** must offer:

- (a) payment in advance facilities; and

- (b) redirection of the **small customer's** bill as requested by the **small customer** free of charge.

## 7.5. Concessions, rebates or grants

The **retailer** must, when requested by a **residential customer**, pass on, as soon as is reasonably practicable, any information concerning the availability of concessions, rebates or grants (in particular the electricity pensioners' concession and the emergency energy payment scheme) provided to the **retailer** from time to time by the organisation or Government department responsible for the administration of that concession, rebate or grant.

## 7.6. Payment difficulties

Where a **residential customer** informs the **retailer** in writing or by telephone that the customer is experiencing payment difficulties, or the **retailer's** credit management processes indicate or ought to indicate to the **retailer** that a **residential customer** is experiencing payment difficulties, the **retailer** must offer the **residential customer**, as soon as is reasonably practicable, an instalment plan which complies with clause 7.7 and, where appropriate:

- (a) Information about the right to have a bill redirected to a third person, as long as that third person consents in writing to that redirection;
- (b) information about, and referral to, State Government assistance programs; and
- (c) information on independent financial and other relevant counselling services.

Where a **residential customer** requests information or a redirection of its bills under this clause, the **retailer** must provide that information or redirection free of charge.

## 7.7. Paying by instalments

### 7.7.1. Minimum instalment payment options \*

*(note: this clause 7.7.1 may be varied in a market contract)*

A **retailer** must offer **residential customers** at least the following payment options:

- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills; and

- (b) an interest and fee free instalment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).

#### 7.7.2. When a retailer may require instalments in advance

A **retailer** may require a **residential customer** to pay by instalments in advance if the **residential customer** is in arrears or as an alternative to the **residential customer** paying a **security deposit**.

#### 7.7.3. When a retailer does not need to offer an instalment plan

A **retailer** does not have to offer a **residential customer** an instalment plan if the **residential customer** has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a case, the **retailer** must offer another instalment plan only if the **retailer** is reasonably satisfied that the **residential customer** will comply with that instalment plan.

#### 7.7.4. Obligations on retailers when offering instalment plans

A **retailer** offering an instalment plan must:

- (a) in determining the period of the plan and calculating the amount of the instalments, take into account information from the **residential customer** about the **residential customer's** usage needs and capacity to pay;
- (b) specify the period of the plan;
- (c) specify the number of instalments (not less than 4, unless the **residential customer** agrees otherwise);
- (d) specify the amount of the instalments which will pay the **residential customer's** arrears (if any) and estimated usage during the period of the plan;
- (e) state how the amount of the instalments is calculated;
- (f) state that due to seasonal fluctuations in the **residential customer's** usage, paying by instalments may result in the **residential customer** being in credit or debit during the period of the plan;
- (g) monitor the **residential customer's** compliance with that plan; and
- (h) have in place fair and reasonable procedures to address payment difficulties a **residential customer** may face while on the plan.

### 7.7.5. No limitation on payment options

Nothing in this *Energy Retail Code* limits the payment options that a **retailer** may offer to a **small customer**.

## 7.8. Review of a bill

### 7.8.1. Obligation to review a bill on request

A **retailer** must review a **small customer's** bill when asked by that **small customer**.

### 7.8.2. Time frame for report on request

The **retailer** must inform the **small customer** of the outcome of that review as soon as reasonably possible but, in any event, within 20 **business days**.

### 7.8.3. Payments during a review of a bill

Where a **retailer** is reviewing a bill, the **retailer** may require the **small customer** to pay:

- (a) the greater of:
  - (i) that portion of the bill under review that the **small customer** and the **retailer** agree is not in dispute; or
  - (ii) an amount equal to the average amount of the **small customer's** bills in the previous 12 months (excluding the bill in dispute); and
- (b) any future bills that are properly due.

### 7.8.4. Small customer requests for testing of meters or metering data

- (a) Where the **small customer** requests that, in reviewing the bill, the meter reading or **metering data** be checked or the meter tested, the **retailer** must, as the case may be:
  - (i) arrange for a check of the meter reading or **metering data**; or
  - (ii) request the **small customer's distributor** or metering service provider to test the meter.
- (b) The customer must pay the **retailer** in advance the **retailer's** (and, where appropriate, the **small customer's distributor's** or metering provider's) reasonable charge (whichever is applicable) for checking the meter reading, **metering data** or for testing the meter.

### 7.8.5. Procedures following a review of a bill

Where, after conducting a review of the bill, a **retailer** is satisfied that it is:

- (a) correct, the **retailer** may require the **small customer** to pay the amount of that bill which is still outstanding; or
- (b) incorrect, the **retailer**:
  - (i) must correct the **small customer's** bill in accordance with clause 6.5 or clause 6.6;
  - (ii) must refund (or set off against the amount in (iii)) any fee paid in advance under clause 7.8.4;
  - (iii) may require the **small customer** to pay the amount of that bill which is still outstanding; and
  - (iv) must advise the **small customer** of the existence of its dispute resolution processes under clause 3 of this *Energy Retail Code*.

## 7.9. Shortened collection period

### 7.9.1. Shortened collection period

Where a **retailer** has issued a **small customer** with:

- (a) reminder notices in respect of three consecutive electricity bills; or
- (b) reminder notices in respect of three consecutive gas bills; or
- (c) reminder notices in respect of three consecutive **dual fuel contract** bills; or
- (d) two consecutive **disconnection warnings**,

the **retailer** may place the **small customer** on a shortened collection period in relation to the relevant **customer sale contract**.

### 7.9.2. Retailer obligations prior to placing a small customer on a shortened collection period

Before a **retailer** may place a **small customer** on a shortened collection period, the **retailer** must inform the **small customer** that:

- (a) receipt of a third reminder notice (or second **disconnection warning**) may result in the **small customer** being placed on a shortened collection period;
- (b) being placed on a shortened collection period will result in the **small customer** not receiving a reminder notice until the **small customer** has paid three consecutive bills by the pay by date;

- (c) the **small customer** may obtain further information from the **retailer** on a specified telephone number;
- (d) once on a shortened collection period, the **small customer** must pay three consecutive bills by the pay by date to return to its previous collection period; and
- (e) in the case of a **residential customer** only, alternative payment arrangements, such as instalment plans offered by the **retailer**, are available.

### 7.9.3. Notice

Where after giving notice as required in clause 7.9.2, a **retailer** decides to shorten the collection period in respect of a **small customer**, the **retailer** must give the **small customer** written notice of that decision within 10 **business days** of the decision.

### 7.9.4. Content of notice

Any notice given under clause 7.9.3 must advise the **small customer** of the existence of the **retailer's** dispute resolution processes under clause 3 of this *Energy Retail Code*.

### 7.9.5. Effect of small customer compliance with shortened collection period

Where a **small customer** on a shortened collection period pays three consecutive bills by the pay by date, the **retailer** must return the **small customer** to the collection period that applied before the shortened collection period commenced.

## 7.10. Charge for dishonoured payments

### 7.10.1. Application of dishonoured payments clause

This clause applies where a **small customer** pays a **retailer's** bill by cheque, by a direct debit from an account with an **ADI**, or by credit card.

### 7.10.2. Retailer may recover dishonoured payments fee

If a payment referred to in this clause is dishonoured or reversed, which results in the **retailer** incurring a fee, the **retailer** may recover the amount of that fee from the **small customer**.

## 7.11. Payments in Advance \*

*(note: this clause 7.11 may be varied in a market contract)*

#### 7.11.1. Obligation to accept payments in advance

A **retailer** must, at the request of a **small customer**, accept payment in advance.

#### 7.11.2. No interest on payments in advance under clause 7.11.1

The acceptance of an advance payment by a **retailer** in accordance with clause 7.11.1 will not require the **retailer** to credit any interest to the amounts paid in advance.

## 8. SECURITY DEPOSITS AND ALTERNATIVES

### 8.1. Security deposits

#### 8.1.1. Requirement for security deposit

A **retailer** may require a **small customer** to provide a **security deposit** at the time the **small customer** makes an application under clause 4 (or an application for reconnection after being disconnected by reason of clause 10.1(a)), or before selling **energy** to the **small customer**.

#### 8.1.2. Amount of security deposit

Subject to approval and annual review by the **Commission** and clause 8.3.3:

- (a) the amount of a **security deposit** for a **small customer** who is on a quarterly **billing cycle** must not be greater than 1.5 times the average quarterly bill; and
- (b) the amount of a **security deposit** for a **small customer** who is on a monthly **billing cycle** must not be greater than 2.5 times the average monthly bill.

#### 8.1.3. Commission to determine average bill amounts

The average quarterly and monthly bill for each category of **customer** will be as determined by the **Commission** from time to time.

### 8.2. Residential customers

A **retailer** must not require a **residential customer** to provide a **security deposit** unless:

- (a) the **residential customer** has left a previous **supply address** without settling an outstanding **energy** debt owing to that **retailer**, the debt

remains outstanding, and the **residential customer** refuses to make arrangements (acceptable to both parties) to pay the debt; or

- (b) the **residential customer** has within the previous two years been responsible for the use of **energy** contrary to clause 5; or
- (c) the **residential customer** is a new **customer** and has refused or failed to produce **acceptable identification**; or
- (d) the **residential customer** has not provided credit history information; or
- (e) the **retailer** has reasonably formed a view that the **residential customer** has an unsatisfactory credit rating,

and the **retailer** has, in accordance with clauses 7.6 and 7.7 offered the **residential customer** an instalment plan or other payment option and the **residential customer** has refused, or failed to agree to, the offer.

### 8.3. Business customers

#### 8.3.1. Minimum requirements for imposition of a security deposit

A **retailer** must not require a **business customer** to provide a **security deposit** unless:

- (a) the **business customer** does not have a satisfactory credit rating; or
- (b) the **business customer** does not have a satisfactory **energy** account payment history.

#### 8.3.2. Alternatives to cash security deposits which must be accepted

A **retailer** must accept a bank guarantee from a **business customer** as an alternative to a cash **security deposit**.

#### 8.3.3. Increase of security deposit amount

Despite clause 8.1, a **retailer** may increase a **business customer's** existing **security deposit**, where that **security deposit** is insufficient to secure the **business customer's** current electricity or gas usage taking into account the limits on **security deposits** under clause 8.1 as calculated using the average of the **business customer's** last 3 bills.

### 8.4. Interest on security deposits

Where a **retailer** has received a **security deposit** from a **small customer**, the **retailer** must pay interest, if any, to the **small customer**, on the deposit at a rate and on terms and conditions as approved by the **Commission**.

## 8.5. Return of security deposit

### 8.5.1. Obligation to return a security deposit

Where a **small customer** has been required by a **retailer** to pay a **security deposit** and:

- (a) the **small customer** completes 12 months (or such lesser time agreed with the **small customer**) of paying its bills by the pay by dates for those bills, the **retailer** must return the **security deposit** and any interest to the **small customer** in the following manner:
  - (i) If the amount of the **security deposit** is \$100 or less, the **retailer** may pay the **security deposit** to the credit of the **small customer's** next bill.
  - (ii) Subject to clause 8.7, if the amount of the **security deposit** is more than \$100, the **retailer** must ask the **small customer** whether the amount is to be paid:
    - (a) to the **small customer**; or
    - (b) on the **small customer's** written instructions, to another person,  
  
and pay the amount in accordance with the **small customer's** instructions within 10 **business days**; or
- (b) the **small customer** ceases to purchase relevant **energy** from the **retailer** at the **supply address** to which the **security deposit** relates and a final reading of the meter for that **supply address** is completed, the **retailer** must within 10 **business days** pay the **security deposit** and any interest to the **small customer**, or, on the **small customer's** written instructions, to another person.

### 8.5.2. Retailers' obligations where no instruction given

Where a **small customer** does not give the **retailer** instructions under clause 8.5.1(a)(ii) within 20 **business days**, the **retailer** must pay the amount of the **security deposit** to the **small customer**.

### 8.5.3. Return of bank guarantee

Where a **retailer** has accepted a bank guarantee from a **business customer** in lieu of a **security deposit**, the **retailer** must return the bank guarantee within the 10 **business days** of the **business customer** satisfying the conditions referred to in clause 8.5.1.

#### 8.5.4. Retailers' obligations to comply with certain requests

Notwithstanding clause 8.5.1(a)(i), if the amount of the security deposit is \$100 or less, and the **small customer** requests the amount to be dealt with in accordance with clause 8.5.1(a)(ii) the **retailer** must agree to that request.

### 8.6. Identification in a retailer's accounts

A **retailer** must keep **security deposits** in a separate account and separately identify in its company accounts, at all times, the value of **security deposits** which it holds for **small customers**.

### 8.7. Use of a security deposit

#### 8.7.1. Offset of amounts owed by the small customer

Despite clause 8.5.1, a **retailer** may, subject to clause 8.7.2, use a **small customer's security deposit** and interest which has accrued to it to offset any amount owed by that **small customer** to the **retailer** and/or, in the case of a **small electricity customer**, the **distributor**:

- (a) if the **small customer** fails to pay a bill resulting in disconnection of the **supply address**; or
- (b) in relation to a final bill issued by the **retailer** when the **small customer** vacates a **supply address** or ceases to buy **energy** from the **retailer** at that **supply address** or asks that the **supply address** be disconnected.

#### 8.7.2. No unauthorised offset for goods and services other than energy

The **retailer** must not, without the customer's written **explicit informed consent**, use a **small customer's security deposit** to offset charges in respect of any goods or services (other than **energy**) provided by the **retailer**.

#### 8.7.3. Obligation to account

The **retailer** must account to the **small customer** for any use of the **security deposit** (and pay the balance, if any, to the **small customer**) within 10 **business days**.

## 9. DISCONNECTION OF A SUPPLY ADDRESS

### 9.1. Disconnection

Subject to clauses 9.2 and 9.3, a **retailer** may arrange to disconnect a **small customer's supply address** in accordance with this clause 9 if a **small customer** has not:

- (a) paid a bill; or
- (b) agreed to an offer (made in accordance with clauses 7.6 and 7.7) of an instalment plan or other payment option to pay a bill; or
- (c) adhered to the **small customer's** obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills.

### 9.2. Residential customers

#### 9.2.1. Limitation on disconnection by retailers

Where, because of a lack of sufficient income on the part of a **residential customer** and any other person normally resident at the customer's **supply address**, the **residential customer** is unable to pay a bill, the **retailer** must not request the disconnection of the **residential customer's supply address** except in accordance with clauses 9.2.2 and 9.2.3.

#### 9.2.2. Obligations on retailers prior to disconnection

The **retailer** must have:

- (a) used its **best endeavours** to contact the **residential customer** personally either:
  - (i) by telephone;
  - (ii) by mail;
  - (iii) by lettergram; or
  - (iv) by any other method approved by the **Commission** from time to time;
- (b) given the **residential customer** information on government funded concessions as outlined in clause 7.6, if applicable, and referred the **residential customer** to the organisation responsible for that concession;
- (c) offered the **residential customer** alternative payment options of the kind referred to in clause 7;

- (d) given the **residential customer** a reminder notice;
- (e) after the expiry of the period referred to in the reminder notice, given the **residential customer** a written **disconnection warning** with 5 **business days'** notice of its intention to arrange for the disconnection (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**); and
- (f) advised the **residential customer** of the existence and operation of the **Industry Ombudsman** scheme.

### 9.2.3. Circumstances when a retailer may disconnect

- (a) Provided the **retailer** has complied with clause 9.2.2 and subject to 9.2.3(b), the **retailer** may disconnect the **residential customer** immediately if the **residential customer**:
  - (i) has refused or failed to accept the offer before the expiry of the 5 **business days** period in the **disconnection warning**; or
  - (ii) has accepted the offer, but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 5 **business days** period in the **disconnection warning**.
- (b) Where the **retailer** and the **residential customer** have entered into a **dual fuel contract**, or two **customer sale contracts** for the sale of electricity and the sale and supply of gas, under which a single bill for **energy** is, or two simultaneous bills for electricity and gas are, issued to the **residential customer**, the **retailer** may:
  - (i) disconnect the **residential customer's** gas **supply** immediately if the **residential customer**:
    - (a) has refused or failed to accept the offer before the expiry of the 5 **business days** period in the **disconnection warning**; or
    - (b) has accepted the offer, but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 5 **business days** period in the **disconnection warning**.
  - (ii) only disconnect the **residential customer's** electricity **supply** 15 **business days** after disconnecting the **residential customer's** gas **supply** if the **residential customer** has refused or failed to take any reasonable action towards settling the debt since the date of disconnection of the **residential customer's** gas supply under clause 9.2.3(b)(i).

#### 9.2.4. No obligation to offer instalment plan

A **retailer** is not obliged to offer an instalment payment plan as provided in 9.2.2(c) where the **residential customer** has in the previous twelve months had two instalment plans cancelled due to non payment.

### 9.3. Business customers

#### 9.3.1. Limitation on disconnection by retailers

A **retailer** must not disconnect a **business customer's supply address** for failure to pay an account except in accordance with clauses 9.3.2 and 9.3.3.

#### 9.3.2. Obligations on retailers prior to disconnection

The **retailer** must have:

- (a) used its **best endeavours** to contact the **business customer** personally either:
  - (i) by telephone;
  - (ii) by mail;
  - (iii) by lettergram; or
  - (iv) by any other method approved by the **Commission** from time to time;
- (b) offered the **business customer** an extension of time to pay on terms and conditions (which may include the payment of interest approved by the **Commission** from time to time); and
- (c) given the **business customer** a reminder notice; and
- (d) after the expiry of the period referred to in the reminder notice, given the **business customer** a written **disconnection warning**, with 5 **business days'** notice of its intention to arrange for the disconnection (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).

#### 9.3.3. Circumstances when a retailer may disconnect

Provided the **retailer** has complied with clause 9.3.2, the **retailer** may disconnect the **business customer** immediately if the **business customer**:

- (a) has refused or failed to accept the offer before the expiry of the 5 **business days** period in the **disconnection warning**; or

- (b) has accepted the offer, but has refused or failed to take any reasonable action towards settling the debt before the expiry of the 5 **business days** period in the **disconnection warning**.

## 9.4. Denying access to a meter

### 9.4.1. Retailer may arrange disconnection after 3 billing cycles

Where a **small customer** fails to allow, for 3 consecutive **billing cycles** (or such longer period as the **retailer** nominates), access to the **small customer's supply address** to read a meter, the **retailer** may arrange for the disconnection of the **small customer's supply address**.

### 9.4.2. Limitations on retailers' disconnection rights

A **retailer** must not exercise its disconnection right under clause 9.4.1 unless the **retailer** has:

- (a) given the **small customer** an opportunity to offer reasonable alternative access arrangements;
- (b) on each of the occasions access was denied, given the **small customer** written notice requesting access to the meter or meters at the **supply address** and advising of the **retailer's** ability to arrange for disconnection under clause 9.4.1;
- (c) used its **best endeavours** to contact the **small customer** personally either:
  - (i) by telephone;
  - (ii) by mail;
  - (iii) by lettergram; or
  - (iv) by any other method approved by the **Commission** from time to time; and
- (d) given the **small customer** a written **disconnection warning** with 5 **business days'** notice of its intention to arrange for the disconnection (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).

## 9.5. Illegal use

Notwithstanding any of the requirements in this clause 9, excepting the provisions of clause 9.7(b), a **retailer** may arrange for the disconnection of a **small customer's supply address** immediately where the **small customer** has used **energy** contrary to clause 5.

## 9.6. Security deposits

### 9.6.1. Right to disconnect on refusal to pay security deposit

A **retailer** may arrange for the disconnection of a **small customer's supply address** where the **small customer** refuses to pay a **security deposit** or provide a bank guarantee in accordance with clause 8.

### 9.6.2. Notice requirements

A **retailer** must not exercise its right to disconnect under clause 9.6.1 unless the **retailer** has given the **small customer** not less than 5 **business days'** written notice of its intention to arrange for the disconnection (the 5 **business days** shall be counted from the **date of receipt** of the notice).

## 9.7. When a retailer must not disconnect

A **retailer** must not arrange for the disconnection of a **small customer's supply address**:

- (a) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **small customer** has agreed with the **retailer** to repay that amount;
- (b) where the **small customer** or a person residing at the **small customer's supply address** has advised the **retailer** that a person ordinarily residing at the **supply address** is dependent on designated life support equipment in accordance with the provisions of clause 11;
- (c) where a **small customer** has made a complaint, directly related to the reason for the proposed disconnection, to the **Industry Ombudsman** or another external dispute resolution body and the complaint remains unresolved;
- (d) where the **small customer** has formally applied for assistance from the agencies referred to in clause 7.5, and a decision on the application has not been made;
- (e) where the **small customer** has failed to pay an amount on a bill which relates to the charges listed in clause 6.3.3;
- (f) after 3.00pm on a **business day**; or
- (g) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.

## 9.8. Request for final account or disconnection

If a **small customer** requests the **retailer** to arrange for the preparation and issue of a final bill for, or the disconnection of, the **small customer's supply address**, the **retailer** must use its **best endeavours** to arrange for that bill or disconnection in accordance with the **small customer's** request.

## 10. RECONNECTION AFTER DISCONNECTION

### 10.1. Retailer and customer obligations

Where a **retailer** has arranged for the disconnection of a **small customer's supply address**:

- (a) under clause 9.1, for non-payment of a bill and the **small customer** has within 10 **business days** of the date on which the disconnection occurred paid or agreed to accept an offer (made in accordance with clause 7.7) of an instalment plan and made a contribution to that instalment plan, or other payment option; or
- (b) under clause 9.4, because access to the meter was denied and the **small customer** has within 10 **business days** of the date on which the disconnection occurred provided access to the meter; or
- (c) under clause 9.5 for a **small customer** using **energy** in breach of clause 5, and the **small customer** has within 10 **business days** of the date on which the disconnection occurred remedied that breach, and has paid, or made an arrangement to pay, for the **energy** so obtained; or
- (d) under clause 9.6, because the **small customer** had refused to pay a **security deposit** or provide a bank guarantee and has within 10 **business days** of the date on which the disconnection occurred done so;

the **retailer** must arrange for the reconnection of the **small customer's supply address** in accordance with this clause, subject to:

- (i) clause 5 of this *Energy Retail Code*;
- (ii) the **small customer** making a request for reconnection; and
- (iii) the **small customer** first paying the **retailer's** reasonable charge for reconnection; and
- (iv) in the case of a **small electricity customer**, the **distributor's** reasonable charge for reconnection, if any.

## 10.2. Small electricity customers: request by 4pm

Where under clause 10.1 a **retailer** is obliged to arrange for the reconnection of a **small electricity customer's supply address** and the **small electricity customer** makes a request for reconnection before 4 pm on a **business day**, the **retailer** must:

- (a) arrange for the reconnection on the day of the request in the **Adelaide central** and **metropolitan areas**; and
- (b) use its **best endeavours** to arrange for the reconnection on the day of the request in **remote areas** and **rural areas** and, in any event, by the next **business day**.

## 10.3. Small gas customers: request by 3pm

Where under clause 10.1 a **retailer** is obliged to arrange for the reconnection of a **small gas customer's supply address** and the **small gas customer** makes a request for reconnection before 3 pm on a **business day**, the **retailer** must arrange for the reconnection on the day of the request.

## 10.4. Small electricity customers: request between 4pm and 9pm

Where under clause 10.1 a **retailer** is obliged to reconnect a **small electricity customer's supply address** and the **small electricity customer** makes a request for reconnection after 4 pm and before 9 pm on a **business day** and pays the **retailer's** and the **distributor's**, reasonable charge for after hours reconnection, the **retailer** must:

- (a) arrange for the reconnection on the day requested by the **small customer** in the **Adelaide central** and **metropolitan areas**; and
- (b) arrange for the reconnection on the day requested by the **small customer** in **remote areas** and **rural areas** unless the **retailer** informs the **small customer** that this is not possible, in which case:
  - (i) clause 10.6 applies; and
  - (ii) the after hours connection fee does not apply.

## 10.5. Small gas customers: request between 3pm and 9pm

Where under clause 10.1 a **retailer** is obliged to reconnect a **small gas customer's supply address** and the **small gas customer** makes a request for reconnection after 3 pm and before 9 pm on a **business day** and pays the **retailer's** reasonable charge for after hours reconnection, the **retailer** must:

- (a) arrange for the reconnection on the day requested by the **small customer**; or

- (b) if the retailer does not require the **small gas customer** to pay the after hours connection fee, arrange for the reconnection by the end of the next **business day**.

## 10.6. Request after 9pm

Where under clause 10.1 a **retailer** is obliged to reconnect a **small customer's supply address** and the **small customer** makes a request for reconnection after 9 pm on a **business day**, the **retailer** must arrange for the reconnection by the end of the next **business day**.

## 11. SPECIAL NEEDS

### 11.1. Life support equipment

#### 11.1.1. Electricity retailer obligations

Where a **small electricity customer** provides a **retailer** with confirmation from a registered medical practitioner or a hospital that a person residing at the **small electricity customer's supply address** requires life support equipment, the **retailer** must:

- (a) register the **supply address** as a life support equipment address and give to the **distributor** relevant information about the **supply address** for the purposes of updating the **distributor's** records and registers;
- (b) not arrange for the disconnection of that **supply address** while the person continues to reside at that address and requires the use of life support equipment; and
- (c) give the **small electricity customer** an emergency telephone contact number for the **small electricity customer's distributor**.

#### 11.1.2. Cessation of requirement for life support equipment

A **retailer** may require that a **small electricity customer** whose **supply address** has been registered under this clause inform the **retailer** if the person for whom the life support equipment is required vacates the **supply address** or no longer requires the life support equipment.

#### 11.1.3. Definition of life support equipment

For the purposes of this clause 11.1, "life support equipment" means:

- (a) An oxygen concentrator; or
- (b) An intermittent peritoneal dialysis machine; or
- (c) A haemodialysis machine; or
- (d) A ventilator for life support (polio only); or
- (e) Other equipment as notified by the **Commission** from time to time.

## 11.2. Language and large print needs

A **retailer** must:

- (a) provide access to multi-lingual services (for languages common to the relevant **residential customer** base) to meet the reasonable needs of its **residential customers**; and
- (b) provide, on request by a **residential customer**, large print versions of:
  - (i) this *Energy Retail Code*, at a reasonable charge; and
  - (ii) the **retailer's Customer Charter**, free of charge.

## 12. ADVICE ON THE USE OF ENERGY

A **retailer** must provide to a **residential customer** on request and free of charge:

- (a) general advice on how a **residential customer** may reduce its **energy** costs;
- (b) advice on how, from whom, and at what estimated cost, a **residential customer** may arrange for an **energy** audit of the **residential customer's supply address**; and
- (c) advice on the typical running costs of major domestic appliances.

## 13. FORCE MAJEURE

### 13.1. Effect of force majeure event

If, but for this clause 13, a **retailer** or a **small customer** would breach their **customer sale contract** due to the occurrence of a **force majeure event**.

- (a) The obligations of the **retailer** or the **small customer**, other than an obligation to pay money, under their **customer sale contract** 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 *retailer* or the *small customer* 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.

### **13.2. Deemed prompt notice**

For the purposes of clause 13.1, if the effects of a *force majeure event* are widespread the *retailer* will be deemed to have given a *small customer* prompt notice if it makes 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.

### **13.3. Situations where clause 13.1(a) does not apply**

A *retailer* may agree with a *small customer* that the *retailer* is not to have the benefit of clause 13.1(a) in respect of any *force majeure event*.

### **13.4. Obligation to overcome or minimise effects of force majeure event**

A *retailer* or a *small customer* relying on clause 13.1(a) 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.

### **13.5. Settlement of industrial disputes**

Nothing in clause 13.4 requires a *retailer* or a *small customer* to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that *retailer* or a *small customer*.

### **13.6. Non-exclusion of National Electricity Law**

In the case of a *small electricity customer*, nothing in this clause 13 varies or excludes the operation of section 78 of the National Electricity Law.

### **13.7. Obligation to include force majeure clause in market contracts**

A **retailer** must ensure that each **market contract** it enters into expressly confers on the **retailer** and the **small customer** the rights and obligations provided for in this clause 13.

## **14. RETAILER OF LAST RESORT**

### **14.1. Termination of customer sale contracts on last resort event**

Each **customer sale contract** entered into by a **retailer** with a **small customer** must expressly provide that the **customer sale contract** will terminate in the event that the **retailer** is no longer entitled to sell **energy** due to a **last resort event** in respect of that **retailer**.

### **14.2. Obligation to provide customer information to retailer of last resort**

Each **customer sale contract** entered into by a **retailer** with a **small customer** must expressly provide that when the **retailer** is no longer entitled to sell **energy** due to a **last resort event** in respect of that **retailer**, that **retailer** must within 1 **business day** provide the name, billing address and associated **assigned metering identifier** and **metering identifier** checksum of the **small customer** to the entity appointed as the retailer of last resort.

## **15. GAS RETAILERS' SUPPLY OBLIGATIONS**

### **15.1. Quality of gas supply**

#### **15.1.1. Retailers' obligations**

A gas **retailer** must use its **best endeavours** to **supply** gas at a quality which is in accordance with **applicable regulatory instruments**.

#### **15.1.2. Right to information by a small customer**

Where a **small customer** requests, the **small customer's retailer** must provide, within 10 **business days**, an explanation for any change in the quality of the **supply** of its natural gas outside the allowed limits specified by **applicable regulatory instruments**.

### 15.1.3. Limitations on gas retailers' liability concerning the quality of gas supply

The obligations of a gas **retailer** in relation to the quality of **supply** is limited to the extent that:

- (a) The **distribution system**; or
- (b) The quality of **supply** to other **small customers**,

is adversely affected by a **small customer's** actions or equipment.

## 15.2. Safety of supply

### 15.2.1. Retailers' obligations

A gas **retailer** must use its **best endeavours** to ensure that its actions do not interfere with the safe operation of the **distribution system**.

### 15.2.2. Right to information by a small customer

At the request of a **small customer**, a gas **retailer** must provide advice on:

- (a) The facilities required to protect the gas **retailer's** equipment; and
- (b) The **small customer's** use of **supply** so that it does not interfere with the **distribution system** or with **supply** to any other gas installation.

## 15.3. Reliability of supply

### 15.3.1. Retailers' obligations

Subject to this clause 15.3, a gas **retailer** must use its **best endeavours** to provide a reliable **supply** to a **small customer** in accordance with **applicable regulatory instruments**.

### 15.3.2. Retailers' right to interrupt supply

A gas retailer may interrupt a small customer's gas supply:

- (a) For maintenance or repair;
- (b) For the installation of a new **supply** to another **customer**;
- (c) In an emergency; or
- (d) For health and safety reasons.

### 15.3.3. Unplanned interruptions

In the case of an unplanned interruption, a gas **retailer** must provide a 24 hour telephone service to enable a **small customer** to ascertain details and the expected duration of any interruption.

### 15.3.4. Planned interruptions

A gas **retailer** must provide a **small customer** with at least 4 **business days'** notice of any interruption to the **supply** of gas at the **small customer's supply address** for the purposes of planned maintenance work on or augmentation to the distribution system.

### 15.3.5. Information to be provided to small customers

- (a) A gas **retailer** must provide a **small customer** with at least 24 hours' notice of any entry to the **small customer's supply address** for the purposes of connecting or disconnecting **supply** or inspection, repair or testing of the gas installation.
- (b) At the request of a **small customer**, a gas **retailer** must provide an explanation for any unplanned maintenance and/or interruption to **supply** to the **small customer's supply address** and, if the **small customer** requests that the information be in writing, must provide that information in writing within 10 **business days** of the request.
- (c) At the request of a **small customer**, a gas **retailer** must provide an explanation for any unplanned maintenance and/or interruption to **supply** to the **small customer's supply address** and, if the **small customer** requests that the information be in writing, must provide that information in writing within 5 **business days** of receiving an explanation for the maintenance and/or interruption from the gas **distributor**.
- (d) A gas **retailer** use its **best endeavours** to obtain an explanation from a gas **distributor** for the purposes of clause 15.3.4(b) in a timely manner.



## SCHEDULE 1: DEFINITIONS

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“**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;
  - (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.
- (c) A **business customer** which is a body corporate, includes the body corporate’s Australian Company Number or Australian Business Number.

“**ADI**” means an authorised deposit taking institution within the meaning of the *Banking Act 1959 (Cth)* as defined in section 4 of the *Acts Interpretation Act 1915 (SA)*;

“**Adelaide central**” means the area shaded red on the attached plan;

“**annual energy consumption level**” has the same meaning:

- (a) in the case of an electricity **customer**, as is given to that term in the **Electricity Act**;
- (b) in the case of a gas **customer**, as is given to that term in the **Gas Act**.

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

“**assigned metering identifier**” means either or both of a **NMI** and a **MIRN**;

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

“**billing cycle**” means the regular recurrent period for which a **small customer** receives a bill from a **retailer**;

“**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 point**” means:

- (a) In the case of a **small electricity customer**, the agreed point of **supply** between the **small electricity customer’s** electrical installation and the distribution network; and
- (b) In the case of a **small gas customer**, the agreed point of **supply** between the **small gas customer’s** gas installation and the distribution system.

“**customer**” means a **customer** as defined in the *Electricity Act* or the *Gas Act*, as the context requires, who buys or proposes to buy **energy** from a **retailer**;

“**Customer Charter**” means the charter prepared by the **retailer** under clause 2;

“**customer sale contract**” means a **standing contract**, a **market contract** or a **default contract**,

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

- (a) in the case where the **retailer** hands the notice to the **customer**, the date the **retailer** does so;
- (b) in the case where the **retailer** sends 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 the **retailer** leaves the notice at the **customer’s supply address**, the date the **retailer** does so;
- (d) in the case where the **retailer** gives the notice by post or, registered mail or lettergram, a date 2 **business days** after the date the **retailer** 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* or the *Gas Act*, as the context requires;

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

“**disclosure statement**” means the written disclosure statement provided to a **small customer** by a **retailer** in accordance with a **retailer’s** obligations under the *Energy Marketing Code* made by the **Commission** under section 28 of the *Essential Services Commission Act 2002*;

“**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 *Electricity Act* and a holder of a licence to operate a distribution system under Part 3 of the *Gas Act*;

“**dual fuel contract**” means a single **customer sale contract** for the sale of electricity and for the sale and supply of gas by a **retailer** to a **customer**;

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

“**energy**” means either or both of gas or electricity;

“**explicit informed consent**” has the same meaning as is given to that term in the *Energy Customer Transfer and Consent Code* made by the **Commission** under section 28 of the *Essential Services Commission Act 2002*;

“**fixed-term market contract**” means a **market contract** which has start and finish dates set expressly under the terms and conditions of that **market contract**;

“**force majeure event**” means an event outside the control of a **retailer** or a **small customer**;

“**Gas Act**” means the *Gas Act 1997*;

“**Industry Ombudsman**” means the ombudsman appointed under the scheme approved by the **Commission** in accordance with the **retailer’s** licence;

“**in-situ termination**” means a termination of a **customer sale contract** where the **small customer** is not vacating his or her **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** between a **retailer** and a **small customer** which complies with Part A of this *Energy Retail Code*, other than a **standing contract** or a **default contract**;

“**metering data**” has the meaning given that term:

- (a) in the case of electricity, in the *National Electricity Code*; and
- (b) in the case of gas, in the *Retail Market Rules*.

“**metropolitan area**” means the areas shaded green on the attached plans, excluding the **Adelaide central** and **remote areas**;

“**Metrology Procedure**” means the South Australian Electricity Supply Industry **Metrology Procedure** published under the *National Electricity Code*;

“**MIRN**” means a Meter Installation Registration Number assigned to a metering installation at a gas **customer’s supply address**;

“**NEMMCO**” means the National Electricity Market Management Company Limited ACN 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 customer**” has the meaning given to that term in regulation 8AB of the *Gas Regulations 1997*;

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

“**remote area**” means all areas in which **customers** are supplied through a 19kV SWER line, irrespective of their location;

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

“**responsible person**” has the same meaning as is given to that term in the *National Electricity Code* and clause 1.3.3 of the *Electricity Metering Code* made by the **Commission** under section 28 of the *Essential Services Commission Act 2002*;

“**retailer**” means a person licensed under the **Electricity Act** to sell electricity and a person licensed under the **Gas Act** to sell and supply gas;

“**rural area**” means all areas in South Australia other than **Adelaide central, metropolitan areas** and **remote areas**;

“**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**” means either or both of **small electricity customer** and **small gas customer**;

“**small electricity customer**” has the same meaning as is given to the term “*small customer*” in the **Electricity Act**;

“**small gas customer**” has the same meaning as is given to the term “*small customer*” in the **Gas Act**;

“**standing contract**” means:

- (a) in relation to a **small customer**, a **customer sale contract** published by a **retailer** in the form set out in Part B or Part C of this *Energy Retail Code* in accordance with the **retailer’s standing offer obligation** under the **Electricity Act** or the **Gas Act**, as the context requires; and
- (b) in relation to a **prescribed customer**, a **customer sale contract** published by a **retailer** in accordance with the **retailer’s standing offer obligation** under the **Gas Act** and clause 1.2 of this *Energy Retail Code*.

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

“**supply**” means the physical delivery of electricity or gas;

“**supply address**” means:

- (a) the address for which a **small customer** purchases gas or electricity from a **retailer** where there is only one gas or electricity **connection point** at that address; or
- (b) where there is more than one **supply point** at the address, each gas or electricity **connection point** through which the **small customer** purchases gas or electricity from the same **retailer**.

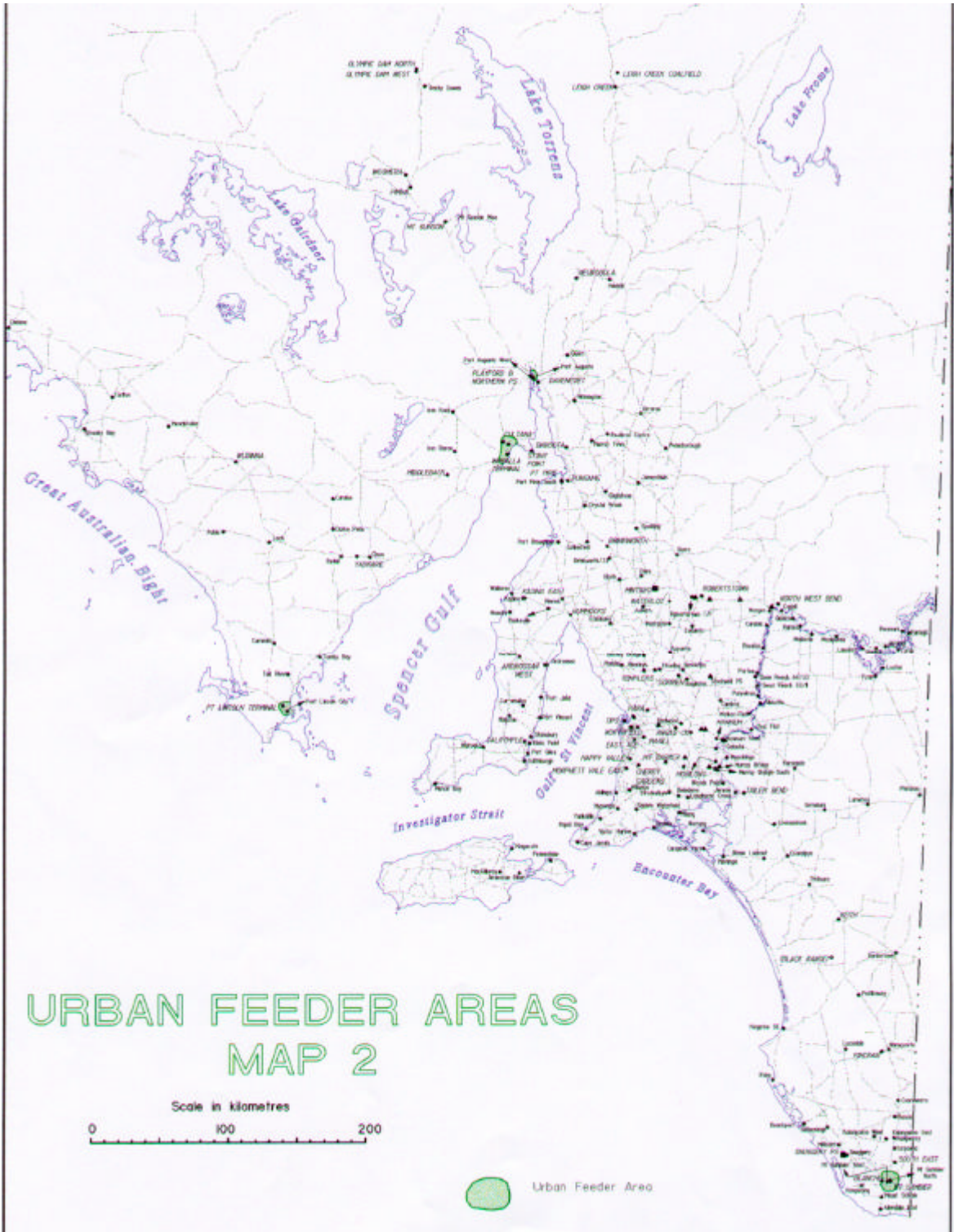


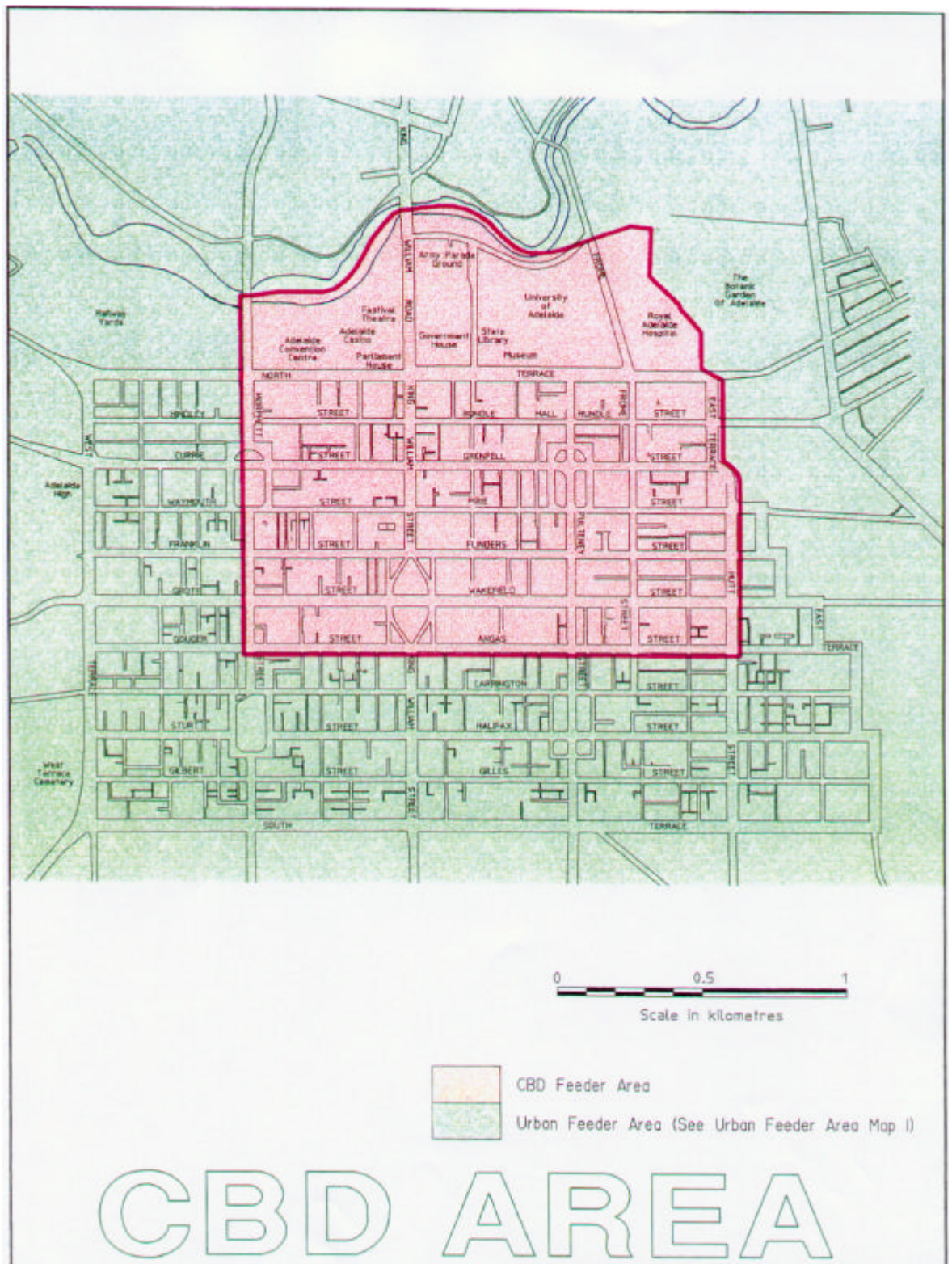
## **SCHEDULE 2: INTERPRETATION**

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In this industry code, unless the context otherwise requires:

- 1.1 Headings and footnotes are for convenience or information only and do not affect the interpretation of this industry code or of any term or condition set out in this industry code.
- 1.2 Words importing the singular include the plural and vice versa.
- 1.3 An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.
- 1.4 A reference to a clause or appendix is to a clause or appendix of this industry code.
- 1.5 A reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute.
- 1.6 A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.
- 1.7 A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.
- 1.8 Other parts of speech and grammatical forms of a word or phrase defined in this industry code have a corresponding meaning.







## **AMENDMENT RECORD**

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### **ERC/01**

Made by the Essential Services Commission on 27 February 2004.

SA Government Gazette, 4 March 2004.

Date of operation: 8 March 2004.



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# ENERGY RETAIL CODE

## PART B

### *ELECTRICITY STANDING CONTRACT* AND *ELECTRICITY DEFAULT CONTRACT*

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#### NOTE

The terms and conditions which are relevant for Standing Contracts only and for Default Contracts only are marked in this Part B contract with an annotation. These annotations are for guidance only and do not form part of the terms and conditions of this Part B contract.

Any terms and conditions which are not indicated to be relevant for a Standing Contract or a Default Contract may be deleted as necessary by electricity retailers when publishing Part B Standing Contracts or Default Contracts under section 36 of the *Electricity Act 1996*. Any necessary consequential renumbering of clauses is permitted by the Commission.



## **CUSTOMER SALE CONTRACT**

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### **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 [*insert 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:

RetailCo (ABN [\*]) of [address] (in this **customer sale contract** referred to as “we”, “our” or “us”); and

You, the **customer** to whom this **customer sale contract** is expressed to apply (in this **customer sale 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

*(note: for Standing Contracts only)*

This document sets out our current **standing contract** terms and conditions for the purposes of our **standing offer obligation** under the **Electricity Act**.

*(note: for Default Contracts only)*

This document sets out our current **default contract** terms and conditions for the purposes the **Electricity Act**.

### 3.2. Standing contracts as at 1 January 2003

*(note: clause 3.2 applies for Standing Contracts only)*

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

- (a) were a **small customer** in relation to your **supply address** as at 1 January 2003;
- (b) purchased electricity from us at that **supply address** immediately prior to 1 January 2003; and
- (c) have not entered into a **market contract** with us or another **retailer** for the purchase of electricity for that **supply address** from 1 January 2003.

### 3.3. Standing contracts after 1 January 2003

*(note: clause 3.3 applies for Standing Contracts only)*

These terms and conditions will apply to you (and as a consequence you will be deemed by section 36 of the **Electricity Act** to have a **standing contract** with us) if you are a **small customer** in relation to your **supply address** and you choose after 1 January 2003 to accept our **standing offer** for the purchase of electricity at your **supply address**.

### 3.4. Default contracts

*(note: clause 3.4 applies for Default Contracts only)*

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 **default contract** with us) if:

- (a) you are a **small customer** in relation to your **supply address**;
- (b) you commence taking a **supply** of electricity at that **supply address** after 1 January 2003 without first entering into a **standing contract** or a **market contract** for that **supply address** with us or another **retailer**; and
- (c) we were the last **retailer** to have a contract with a **customer** for the sale of electricity for that **supply address**.

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

### 4.1. When does this contract start?

*(note: for Standing Contracts only)*

If clause 3.2 applies, your contract with us started on 1 January 2003.

Otherwise, your contract with us for your **supply address** will start on the later of:

- (a) the day on which you accept our **standing offer** and satisfy any relevant pre-conditions; or
- (b) if you are transferring to us from another **retailer**, the day on which that transfer is completed.

*(note: for Default Contracts only)*

Your contract with us for your **supply address** will start when you first start using electricity at that **supply address**.

## 4.2 When does this contract end?

Subject to clause 4.3, your contract will end:

**(note: the following clauses are for Standing Contracts only)**

- (a) 3 **business days** after we receive a notice from you terminating that contract; or
- (b) when we or another **retailer** enter into a different **customer sale contract** with you for the sale of electricity to you at your **supply address** and responsibility for payment for electricity commences; or
- (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 *Energy Retail Code* to have your **supply address** reconnected following disconnection in accordance with clause 16.

**(note: the following clauses are for Default Contracts only)**

- (a) you enter into a different **customer sale contract** with us or another **retailer** for your **supply address**; or
- (b) 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 *Energy Retail Code* to have your **supply address** reconnected following disconnection in accordance with clause 16.

## 4.3 Your contract cannot end until certain conditions are satisfied

**(note: clause 4.3 applies for Standing Contract only)**

Despite clause 4.2, if you are not vacating your **supply address**, the termination of your **standing contract** under clause 4.2(a) will not be effective until the later of:

- (a) The date upon which a new **customer sale contract** with us for that **supply address** commences; or

- (b) The date on which a different **retailer** becomes financially responsible to pay **NEMMCO** for electricity used at the **supply address**.

#### 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.

### 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. YOU MUST SATISFY OUR PRECONDITIONS (IF ANY)

*(note: clause 6 applies for Standing Contracts only)*

### 6.1. Application

When you apply for an account with us for the sale of electricity at your **supply address**, we may require you to satisfy some pre-conditions, which are set out in the *Energy Retail Code*. We will explain any pre-conditions that may apply to you when you apply for an account with us.

### 6.2. Connection

In particular, if:

- (a) your **supply address** is not already connected to an electricity network; or
- (b) your existing connection or associated equipment requires modification or upgrading,

you will need to make arrangements with your **distributor** about your connection. In some cases, we can arrange for these things on your behalf.

## 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 78 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**.

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**.

The bill will also include amounts due to the **distributor** under your **connection and supply contract**.

### 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 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 the *Energy Retail Code*.

# 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 various 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 within 10 **business days**.

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 the *Energy Retail Code*.

## 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).

## 20. WE CAN AMEND THIS CONTRACT

We can only amend our contract with you in accordance with the ***Electricity Act*** and the requirements of the *Energy Retail Code*. Any amendment will take effect from the date referred to in the South Australian Government Gazette.

## 21. NOTICES

Unless this document or the *Energy Retail Code* 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):

[insert contact details]

## 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***.

- (e) 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
- (f) 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

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“**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 receives 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;

“**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**;

“**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*;

“**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 that term in the *National Electricity Code*;

“**NEMMCO**” means the National Electricity Market Management Company Limited ACN 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;

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

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

“**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.



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# ENERGY RETAIL CODE

## PART C

### *GAS STANDING CONTRACT* AND *GAS DEFAULT CONTRACT*

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#### NOTE

The terms and conditions which are relevant for Standing Contracts only and for Default Contracts only are marked in this Part C contract with an annotation. These annotations are for guidance only and do not form part of the terms and conditions of this Part C contract.

Any terms and conditions which are not indicated to be relevant for a Standing Contract or a Default Contract may be deleted as necessary by gas retailers when publishing Part C Standing Contracts or Default Contracts under section 34 of the *Gas Act 1996*. Any necessary consequential renumbering of clauses is permitted by the Commission.



## **CUSTOMER SALE CONTRACT**

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### **PREAMBLE**

**Please note: This contract is about the sale and supply of gas 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).**

**These standard terms and conditions are published in accordance with section 34 of the South Australian *Gas Act 1997* and will come into force on *[insert 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:

RetailCo (ABN [\*]) of [address] (in this **customer sale contract** referred to as “we”, “our” or “us”); and

You, the **customer** to whom this **customer sale contract** is expressed to apply (in this **customer sale 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

*(note: for Standing Contracts only)*

This document sets out our current **standing contract** terms and conditions for the purposes of our **standing offer** under section 34A of the **Gas Act**.

*(note: for Default Contracts only)*

This document sets out our current **default contract** terms and conditions for the purposes of section 34B of the **Gas Act**.

### 3.2. Standing contracts as at [[gas frc commencement date]]

*(note: clause 3.2 applies for Standing Contracts only)*

These terms and conditions will apply to you under our **standing offer obligation** (and as a consequence you will be deemed by section 34 of the **Gas Act** to have a **standing contract** with us) if you:

- (a) were a **small customer** in relation to your **supply address** as at [[gas frc commencement date]];
- (b) purchased gas from us at that **supply address** immediately prior to [[gas frc commencement date]]; and
- (c) have not entered into a **market contract** with us or another **retailer** for the purchase of gas for that **supply address** from [[gas frc commencement date]].

### 3.3. Standing contracts after [[gas frc commencement date]];

*(note: clause 3.3 applies for Standing Contracts only)*

These terms and conditions will apply to you (and as a consequence you will be deemed by section 34 of the **Gas Act** to have a **standing contract** with us) if you are a **small customer** in relation to your **supply address** and you choose after [[gas frc commencement date]] to accept our **standing offer** for the purchase of gas at your **supply address**.

### 3.4. Default contracts

*(note: clause 3.4 applies for Default Contracts only)*

These terms and conditions apply to you (and as a consequence you will be deemed by section 34 of the **Gas Act** to have a **default contract** with us) if:

- (a) you are a **small customer** in relation to your **supply address**;
- (b) you commence taking a supply of gas at that **supply address** after [[gas frc commencement date]] without first entering into a **standing contract** or a **market contract** for that **supply address** with us or another **retailer**; and
- (c) we were the last **retailer** to have a contract with a **customer** for the sale of gas for that **supply address**.

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

### 4.1 When does this contract end?

Subject to clause 4.3, your contract will end:

*(note: the following clauses are for Standing Contracts only)*

- (a) 3 **business days** after we receive a notice from you terminating that contract; or
- (b) when we or another **retailer** enter into a different **customer sale contract** with you for the sale and supply of gas to you at your **supply address** and responsibility for payment for gas commences; or
- (c) if you have vacated or intend to vacate your **supply address**, on the day you cease to be responsible to pay for gas supplied to that **supply address** under clause 17; or

- (d) on the day after you cease to have the right under the *Energy Retail Code* to have your **supply address** reconnected following disconnection in accordance with clause 16.

**(note: the following clauses are for Default Contracts only)**

- (a) you enter into a different **customer sale contract** with us or another **retailer** for your **supply address**; or
- (b) 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 gas supplied to that **supply address** under clause 17; or
- (d) on the day after you cease to have the right under the *Energy Retail Code* to have your **supply address** reconnected following disconnection in accordance with clause 16.

## **4.2 Your contract cannot end until certain conditions are satisfied**

**(note: clause 4.3 applies for Standing Contract only)**

Despite clause 4.2, if you are not vacating your **supply address**, the termination of your **standing contract** under clause 4.2(a) will not be effective until the later of:

- (a) The date upon which a new **customer sale contract** with us for that **supply address** commences; or
- (b) The date on which a different **retailer** becomes financially responsible to pay the wholesale market for gas used at the **supply address**.

## **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 to the sale and supply of gas to you at your **supply address**. We agree to sell and supply gas to you at your **supply address** 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. Quality of Supply

#### 5.2.1. Our obligations

We will use our **best endeavours** to supply gas to you in accordance with **applicable regulatory instruments**.

#### 5.2.2. Explanation of change in quality of gas supply

We will provide you within 10 **business days** of your request an explanation of any change in the quality of gas outside of the allowed limits specified in **applicable regulatory instruments**.

#### 5.2.3. Limitation on quality of supply obligations

Our obligation concerning the quality of gas supply is limited to the extent that:

- (a) The distribution system; or
- (b) The quality of gas supply to other customers,

Is adversely affected by your action or equipment.

We will, at your request, provide you with advice on any facilities required to protect gas equipment.

### 5.3. Safety of supply

#### 5.3.1. Our obligations

We will use our **best endeavours** to ensure that our actions do not interfere with the safe operation of the **distribution system**.

#### 5.3.2. Right to information by a small customer

At your request we will provide advice on:

- (a) The facilities required to protect gas equipment; and
- (b) Your use of **supply** so that it does not interfere with the **distribution system** or with **supply** to any other gas installation.

## 5.4. Reliability of Supply

### 5.4.1. Our obligations

We will use our **best endeavours** to provide a reliable supply of gas to you in accordance with **applicable regulatory instruments**.

### 5.4.2. Interruption of supply

Subject to this clause 5.3, we may interrupt your gas supply for maintenance or repair, for the installation of a new supply to another customer, in an emergency or for health and safety reasons.

Subject to the time frames set out in clause 12, we must give you reasonable notice before interrupting or limiting the gas supply to your **supply address**.

### 5.4.3. Unplanned interruption

In the case of an unplanned interruption, we will provide a 24 hour telephone service to enable you to ascertain details and the expected duration of your interruption.

### 5.4.4. Information on interruptions

At your request, we will give you an explanation for any unplanned maintenance and/or interruption to the supply of gas at your **supply address**.

## 6. YOU MUST SATISFY OUR PRECONDITIONS (IF ANY)

*(Note: clause 6 applies for Standing Contracts only)*

### 6.1. Application

When you apply for an account with us for the sale and supply of gas at your **supply address**, we may require you to satisfy some pre-conditions, which are set out in the *Energy Retail Code*. We will explain any pre-conditions that may apply to you when you apply for an account with us.

### 6.2. Connection

In particular, if:

- (a) your **supply address** is not already connected to a gas distribution system; or
- (b) your existing connection or associated equipment requires modification or upgrading,

we will need to make arrangements about your connection.

## 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 gas, 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. 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 GAS AND OTHER SERVICES

### 9.1. What are our tariffs and charges?

Our current tariffs and charges for gas 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 gas to you, including special meter readings, account application fees and fixed charges for special purpose gas 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 **Gas 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 for the sale and supply of gas to you as soon as possible after the end of each **billing cycle**.

If we fail to issue a bill following the end of a **billing cycle**, we will offer you the option of paying for any gas 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. Calculating the bill

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

- (a) the bill for gas sold and supplied 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**.

## 10.3. Estimating the gas 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 gas 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 gas 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 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.

## 10.4. 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.

## 10.5. Contents of a bill

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

## 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 various 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. ACCESS TO YOUR SUPPLY ADDRESS

You must allow safe and convenient access to your **supply address** for the purposes of:

- (a) reading the meter;
- (b) connecting or disconnecting supply;
- (c) inspection, repair or testing of the gas installation at your **supply address**; or

- (d) maintenance of the distribution system.

We will give you at least 24 hours' notice of our intention to enter your **supply address** for the purposes of connecting or disconnecting supply or inspection, repair or testing of the gas installation.

We will give you at least 4 **business days**' notice of our intention to enter your **supply address** for the purposes of planned maintenance work.

## 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, 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 within 10 **business days**.

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:

- (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 gas from us at your **supply address**).

### 14.3. Business customers

If you are purchasing gas for business use, we may request that you increase the amount of your **security deposit** in accordance with the *Energy Retail Code*.

## 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 gas 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.

### 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**.

### 15.3. Disconnection for emergencies

Despite any other provisions of this **customer sale contract**, we may disconnect or interrupt the supply of gas at your **supply address** in an emergency.

If we do disconnect or interrupt the supply of gas at your **supply address** due to an emergency, we will provide a 24 hour telephone service with information on the nature of the emergency and an estimate of when supply will be restored. We will also use our **best endeavours** to reconnect the supply of gas at your **supply address** as soon as possible.

### 15.4. Disconnection for maintenance

We may disconnect or interrupt the supply of gas at your **supply address** for planned maintenance on or augmentation to the distribution system.

If we do plan to disconnect or interrupt the supply of gas at your **supply address** for planned maintenance on or augmentation to the distribution system we will use our **best endeavours** to give you at least 4 **business days**' notice of that disconnection or interruption.

We will use our **best endeavours** to minimise interruptions and to restore supply of gas to your **supply address** as soon as practicable.

## 16. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection of your **supply address** and you pay to us all of our 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 gas 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 gas from us or another **retailer** for that **supply address**.

## 18. USE OF GAS AND ILLEGAL USE

### 18.1. Use of gas

You must not:

- (a) allow gas 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 gas 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 **Gas 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 gas changes).

## 20. WE CAN AMEND THIS CONTRACT

We can amend our contract with you at any time in accordance with the **Gas Act**, provided the amendments satisfy the requirements of the *Energy Retail Code*, any special conditions to this contract and our licence. Any amendment will take effect from the date referred to in the South Australian Government Gazette.

## 21. NOTICES

Unless this document or the *Energy Retail Code* 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 gas 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 and supply of gas by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

[insert contact details]

## 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.

## 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 **Gas Act** to sell gas to you due to a **last resort event** occurring in relation to us, we are be required by the **Energy Retail Code** to provide your name, billing address and **MIRN** to the gas entity appointed as the retailer of last resort under the **Gas Act** and this contract will come to an end.

## SCHEDULE 1: DEFINITIONS

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“**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**;

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

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

“**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;

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

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

“**customer sale contract**” means a **standing contract**, a **market contract** or a **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 **Gas Act**;

“**default customer**” means, in relation to a **connection point**, a person who is deemed pursuant to the regulations under the **Gas 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 system under Part 3 of the **Gas Act**;

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

“**Gas Act**” means the *Gas Act 1997*;

“**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 that term in the *Retail Market Rules*;

“**MIRN**” means a Meter Installation Registration Number assigned to a metering installation at a gas **customer’s supply address**;

“**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;

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

“**retailer**” means a person licensed under the **Gas Act** to sell and supply gas;

“**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 and supply gas made in accordance with our **standing offer obligation**;

“**standing offer obligation**” means the obligation imposed on a **retailer** under the **Gas Act** to agree to sell and supply gas 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 address**” means:

- (a) the address for which you purchase gas 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 gas from us.