

Connection and Supply Contract

1 July 2010

CONNECTION AND SUPPLY CONTRACT

(Standard Form)

Please note: This contract sets out the terms on which we connect your supply address to our electricity distribution network, maintain that connection and supply your supply address with electricity. This contract does not deal with the sale of electricity to you at your supply address. The sale of electricity to you at your supply address is dealt with in a separate contract between you and your retailer.

These standard terms and conditions are published in accordance with section 36 of the South Australian Electricity Act 1996 (the "Act"). These standard terms and conditions will come into force on [insert date] and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

1. THE PARTIES

This contract is between: ETSA Utilities (ABN 13 332 330 749)

of 1 Anzac Highway, Keswick (referred to in this contract as **we, our, or us**);
and

You, the customer as defined in the Act and to whom this contract applies (referred to in this contract as **you or your**).

2. DEFINITIONS

Words appearing in bold type like **this** have the following meaning:

- billing cycle:*** means the period covered by each bill.
- business day:*** means any day that is not a Saturday or Sunday or a public holiday in the State of South Australia.
- connection and supply services:*** means:
- (a) either or both of the following:
 - (i) connecting your ***supply address*** to our distribution network; or
 - (ii) increasing the maximum capacity of any existing connection between your ***supply address*** and our distribution network; and
 - (b) maintaining our network to ensure that electricity will flow through our network to your ***supply address***.

Commission:	means the Essential Services Commission of South Australia, established by the <i>Essential Services Commission Act 2002</i> .
customer sale contract:	means the contract you have with your retailer for the sale of electricity to you at your supply address .
Distribution Code:	means the industry code issued by the Commission , relating to the connection to, and supply of electricity from, our distribution network.
Electricity Distribution Determination	means any applicable determination made by the Australian Energy Regulator in accordance with the National Electricity Law and the National Electricity Rules in force from time to time and includes any instruments made under or in connection with that determination.
price list:	means our list of current tariffs and charges applying to you from time to time.
supply address:	means the address at which we supply you with electricity.
supply point:	means each point at which your electrical installation is connected to our distribution network.
retailer:	means the person who is contracted to sell you electricity at your supply address .

3. DOES THIS CONTRACT APPLY TO YOU?

This document applies to you if your **supply address** is connected or becomes connected to our distribution network and, in either case, you have not agreed to different terms and conditions with us.

4. TERM OF THIS CONTRACT

4.1 When does this contract start?

If your **supply address** is already connected to our distribution network, this contract will start on the day this document comes into force, as stated above. This contract will take over our previous arrangement with you for **connection and supply services**.

If you apply for connection or commence using electricity at a new **supply address** after the day this document is published in the South Australian Government Gazette, this contract will start on the day your new **supply address** is connected to our distribution network, or, if your **supply address** is already connected, on the day on which you start using electricity at that new **supply address**.

4.2 When does this contract end?

This contract will come to an end on the day:

- (a) we disconnect your **supply address** under clause 13;
- (b) your **retailer** issues you with a final account and you have paid that amount, and you do not continue to buy electricity from another **retailer** for that **supply address**.

5. SCOPE OF THIS CONTRACT

5.1 What is not covered by this contract

This contract does not apply to the sale of electricity to you. This is covered in the **customer sale contract** between you and your **retailer**.

5.2 Services covered by this contract

The services we will provide under this contract are:

- (a) connection and supply services;
- (b) maintaining your connection to our distribution network;
- (c) other services set out in our price list.

In return you are required to pay the amounts due to us, which are billed by your **retailer**. You are also required to perform your other obligations under this contract.

5.3 Service Standards

We will meet the following service standards:

(a) Be on time for 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 pay you \$25 (including GST) and phone you to apologise.

(b) Connection of a new supply address

If we do not connect your new **supply address** within 6 **business days** after you meet the necessary pre-conditions, we will pay you \$60 (including GST) for each day we are late, up to a maximum of \$300 (including GST).

(c) Repair street lights

We aim to repair street lights which have gone out and for which we are responsible within 5 **business days** in the Adelaide metropolitan and CBD area, Whyalla, Mount Gambier, Mount Barker, Gawler, Stirling, Murray Bridge, Port Augusta, Willunga, Port Pirie and Port Lincoln, and 10 **business days** elsewhere, from the date on which the fault comes to our attention.

If you are the first person to report the faulty street light, we will pay you \$25 (including GST) for each period (5 or 10 **business days** as outlined above) in which the light is not repaired.

While you may make any number of faulty street light reports on any day in respect of street lights for which we are responsible:

1. a report made on a Saturday, a Sunday or a public holiday will be deemed to occur on the next **business day**; and
2. our liability to pay you \$25 (including GST) for each period (5 or 10 **business days** as outlined above) in which a faulty street light is not repaired relates only to the first 40 faulty street light reports you make on that day (including deemed reports).

(d) Minimise frequency and duration of supply interruptions

We will do our best to minimise the frequency and duration of supply interruptions to your **supply address**. We will make payments to you in accordance with the following tables if the frequency of interruptions or the duration of any single interruption exceed the thresholds set out in the same tables,

Thresholds and payment amounts – frequency of interruptions

	THRESHOLD 1	THRESHOLD 2	THRESHOLD 3
NO. OF INTERRUPTIONS IN A REGULATORY YEAR ENDING 30 JUNE	>9 and ≤12	>12 and ≤15	>15
PAYMENT	\$90	\$140	\$185

Thresholds and payment amounts – duration

	THRESHOLD 1	THRESHOLD 2	THRESHOLD 3	THRESHOLD 4
DURATION (HRS)	>12 and ≤15	>15 and ≤18	>18 and ≤24	>24
PAYMENT	\$90	\$140	\$185	\$370

Payments in relation to the frequency of interruptions will be made in the quarter directly following the regulatory year (ending 30 June). Payments in relation to the duration of interruptions will be made within 3 months of the event occurring. Payments will be made in respect of the **supply address**, not the customer.

The above scheme excludes:

- interruptions caused by the following:
 - transmission and generation failures;
 - disconnection required in an emergency situation (eg. Bushfire);
 - single customer faults caused by that customer;
- interruptions of a duration less than 1 minute; and
- planned interruptions (but only where we have complied with the requirements set out in clauses 1.2.3.2 and 1.2.3.3 of the **Distribution Code**).

5.4 Quality and reliability of electricity supplied to your supply address

You should be aware that the quality and reliability of electricity supplied at your **supply address** may be affected by fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of your **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 our network;
- (h) normal and operational switching by us, transmission companies and generator companies, or actions taken by the system controller; and
- (i) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions in the electricity supply 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 occur.

6. OUR LIABILITY

6.1 *How this clause operates with the Trade Practices Act etc*

The *Trade Practices Act 1974* 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.

We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith.

6.2 *Our liability*

(A) *Less than 30MWh per annum*

If you purchase less than 30 MWh of electricity per annum at your **supply address** then, subject to clause 6.1, we are liable to you for any losses you suffer, including physical loss, consequential loss and loss of profits, due to:

- (i) problems in the quality of supply of electricity to your **supply address** (such as power surges and drops); and
- (ii) interruptions to or failures of the supply of electricity to your **supply address**,

and caused by our negligence or bad faith.

Our liability to you is limited to \$500,000 for all claims you make in relation to an event.

(B) 30MWh per annum or more

If you purchase at least 30 MWh of electricity per annum at your **supply address**, then, subject to clause 6.1, we are liable to you only for any physical losses and damage you suffer and for personal injury (but no other loss), due to:

- (i) problems in the quality of supply of electricity to your **supply address** (such as power surges and drops); and
- (ii) interruptions to or failures of the supply of electricity to your **supply address**,

and caused by our negligence or bad faith.

Our liability to you is limited to \$1,000,000 for all claims you make in relation to an event.

6.3 Immunity

This clause 6 does not exclude the immunity provided by section 120 of the *National Electricity Law*.

7. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION

7.1 Application

When you apply for **connection and supply services** at your **supply address** we may require you to satisfy some pre-conditions, which are set out in the **Distribution Code**. We will explain any pre-conditions that may apply to you when you apply for connection.

7.2 Pre-conditions to connection

Our obligation to give you **connection and supply services** for your **supply address** does not start until you satisfy us that your **supply address** and your connection to our distribution network comply with the requirements set out in the **Distribution Code**.

8. WILL YOU HAVE TO PUT IN EXTRA EQUIPMENT?

8.1 *Requirements for extra equipment*

We may require you to install equipment (such as meters, service lines, sealing devices, transformers or switch gear) to enable your **supply address** to be supplied with electricity safely and efficiently.

We may impose these requirements when you apply to be connected to our distribution network or at any other time, whilst you are connected. For example, the requirements might be designed to:

- (a) prevent or minimise adverse effects on the supply of electricity to other customers;
- (b) balance the load over the phases of your electricity supply;
- (c) help us locate and get to your metering equipment easily;
- (d) ensure that proper protective equipment is installed and used;
- (e) ensure that proper safety standards are observed.

We may also decide where and how overhead and underground cables are connected to your **supply address**, as well as how many **supply points** will be needed and where they will be situated.

In deciding whether to impose such requirements, we will take into account the requirements of the **Distribution Code**.

8.2 *Distribution network - contribution towards cost*

We may require you to contribute towards the cost of your electrical installation or extending or increasing the capacity of our distribution network, in circumstances and on terms set out in the **Electricity Distribution Determination**.

8.3 *Your right to choose who undertakes the work*

If we require you to make a contribution under clause 8.2, we will offer to do the work or you may choose whether we or another suitable person undertakes such work, in the circumstances and on the terms set out in the **Electricity Distribution Determination**.

9. PRICE FOR SERVICES PROVIDED

9.1 *What are our tariffs and charges?*

Our current tariffs and charges for the **connection and supply services** and other services are set out in the **price list** published from time to time. Some of the tariffs and charges are regulated by law.

9.2 *Which tariff applies to you?*

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

If, at the time this contract is published in the Gazette, your **supply address** is already connected to our distribution network, the tariff and other charges currently applying to you for connection and other services at the **supply address** will continue to apply, until we inform you in accordance with clause 9.3.

If your **supply address** is not already connected to our distribution network, or you have changed your **supply address** at any time, the tariff and other charges applying to you will be as set out in our **price list**.

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.

We may determine the maximum demand, and vary that maximum demand, for your **supply address** in accordance with the **Distribution Code**.

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

We can vary the tariffs and charges in accordance with the **Electricity Distribution Determination** and the **Distribution Code**, and we will notify you of these changes. Where the **Electricity Distribution Determination** or the **Distribution Code** does not apply, we may vary our tariffs and charges by giving you at least 20 **business days'** prior notice.

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

9.4 *Switching tariffs*

You must tell us if your circumstances relating to your 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 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

Some of our tariffs and charges are regulated by the Australian Energy Regulator under the **Electricity Distribution Determination**. In some cases we can pass through to you certain taxes and other charges in accordance with the Australian Energy Regulator's requirements. 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 the **price list** from time to time; and
- (b) the amounts specified in clause 5.3.

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.

If we are liable to make a payment to you under clause 6, the amount that we pay, including GST, will not exceed the liability caps stated in that clause.

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 *Bills issued by the retailer*

We will arrange with your **retailer** for one bill to be sent to you, covering what you owe under this contract and under your **customer sale contract** with your **retailer**. Your **customer sale contract** sets out how often these accounts are sent.

10.2 *Paying your bill*

The amount you must pay, the due date and the method of payment for the services we provide under this contract will be set out in the bill sent to you by your **retailer**.

When you have paid your **retailer** the amounts due under this contract, you are deemed to have discharged your obligations to us to pay that amount.

10.3 *Late payments*

If you do not pay your account on time, you may be required to pay our reasonable costs of recovering that amount from you. You may also be required to pay interest on the outstanding amounts.

10.4 *Calculating the bill*

The amounts you owe under this contract at the end of each **billing cycle** will be calculated based on:

- (a) information from reading your meter; or
- (b) as set out in our **price list**.

10.5 *Estimating the electricity usage*

If your meter is unable to be for any reason (for example, access to the meter cannot be gained, or the meter breaks down or is faulty), we can estimate how much electricity was supplied to your **supply address** by using other information (such as your previous bills or your electricity usage history).

If your meter is subsequently able to read, the bill will be adjusted for the difference between our estimate and the actual amount of electricity used, based on the reading of the meter.

If your meter was unable to read due to your actions, we may impose the charge in the **price list** for arranging for your meter to be read at a subsequent time.

11. OVERCHARGING AND UNDERCHARGING

11.1 Undercharging

We or your **retailer** on our behalf may recover from you any amount you have been undercharged.

If you are a customer that is covered by the Energy Retail Code, and you have been undercharged as a result of our error or the **retailer'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.

11.2 Overcharging

Where you have been overcharged, the **retailer** on our behalf, will inform you and follow the required procedures 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. Where the amount overcharged is more than \$100, and you have already paid that amount, we must repay the amount to you or to another person, as directed by you.

12. SECURITY DEPOSITS

12.1 Retailer may hold deposits

Normally, your **retailer** will hold one security deposit, which covers your obligations under this contract as well as your **customer sale contract**.

13. DISCONNECTION OF SUPPLY

13.1 When can we disconnect your supply address?

Subject to the requirements in the **Distribution Code**, we can arrange for the disconnection of your **supply address** if:

- (a) we receive a certificate from your **retailer** saying that all of the disconnection procedures in the Energy Retail Code (where it applies) and your **customer sale contract** have been complied with;
- (b) you use electricity illegally or breach clause 16.2;
- (c) in the circumstances set out in clause 15; or
- (d) we are entitled or required to do so under the **Distribution Code** or by law (such as in the case of an emergency or for health and safety reasons).

13.2 At your request

You may request us to disconnect your **supply address**, provided you have given us at least 3 **business days**' prior notice. This request must be made in writing, in person at one of our offices or by telephone.

13.3 Comply with the Distribution Code

Except where we are disconnecting your **supply address** at your **retailer's** request, we must comply with the provisions of the **Distribution Code** (such as giving you the required notices and warnings) before arranging for the disconnection of your **supply address**.

If the **Distribution Code** does not require special procedures to be followed before we disconnect your **supply address**, we may do so after giving you notice in writing.

14. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection and you pay all of our and your **retailer's** connection charges in advance, we will reconnect your **supply address**. We may refuse to, if we are allowed to do so under the **Distribution Code** (such as where the circumstance leading to the disconnection have not been fixed).

15. INTERRUPTIONS TO SUPPLY

15.1 Interruption

We may interrupt or limit the electricity supply to your **supply address** at any time for any of the following purposes:

- (a) inspecting, testing, repairing, adjusting or removing our equipment;
- (b) inspecting, testing, repairing or adjusting your equipment;

- (c) inspecting, testing, repairing or adjusting our electricity distribution network;
- (d) maintaining the safe and efficient operation of our electricity distribution network;
- (e) complying with the directions of the system controller; or
- (f) to deal with an emergency.

15.2 Notice of interruption

We must give you reasonable notice before interrupting or limiting the electricity supply to your **supply address** unless:

- (a) the interruption is for less than 15 minutes;
- (b) it is an emergency; or
- (c) the occupier of the **supply address** has agreed.

16. YOUR RESPONSIBILITIES

16.1 What you are responsible for

You are responsible for:

- (a) maintaining the electrical installation at your **supply address** in a safe condition;
- (b) ensuring that any changes to the electrical installation at your **supply address** are performed by an electrician lawfully permitted to do the work and that you keep a Certificate of Compliance issued in respect of any of the changes;
- (c) ensuring that the electrical installation at your **supply address** complies at all times with the requirements in the Schedule;
- (d) the protection of our equipment located at your **supply address**;
- (e) ensuring that any structures and vehicles are kept clear of our equipment;
- (f) ensuring a Notice of Alteration form is forwarded to us by you or your electrician when you change your electricity supply requirements by installing additional electrical appliances or equipment of capacity 2.5kW or greater;
- (g) seeking our approval prior to installing any additional appliances or equipment of capacity 5kW or greater, so that we can assess the ability of our network and your connection to the network to meet your

additional requirements and advise you if any additional work is required and the associated costs (if any);

- (h) providing sufficient information to us, on request, so that we can calculate the electricity used by any unmetered loads that you have;
- (i) where information on your unmetered load has been provided to us, advising us whenever there is a change to this unmetered load;
- (j) ensuring safe and convenient access for our electricity officers to your supply address for the purposes expressed in clause 17.1 of this Contract, and responding promptly to any request made by us regarding such access; and
- (k) seeking our approval prior to installing an embedded generator (eg Photovoltaic Cells) of any size so that we can assess the ability of our network and your connection to the network to meet your additional requirements and advise you if any additional work is required and the associated costs (if any).

16.2 What you must not do

You must not:

- (a) allow electricity supplied by us to be used other than at the **supply address** and in accordance with this contract;
- (b) use at the **supply address** electricity supplied for use at another **supply address**;
- (c) sell electricity to any other person except in accordance with a licence issued by the **Commission** or with an exemption granted under the *Electricity Act 1996*;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow electricity supplied to the **supply address** to bypass the meter;
- (f) damage or interfere in any way with our equipment;
- (g) make a connection to our distribution network or increase the capacity of an existing **supply point**;
- (h) allow a person who is not an electrician lawfully permitted to do the work to perform any work on the electrical installation;
- (i) use, or cause to be used, electricity in a manner that:
 - (i) interferes with our distribution network
 - (ii) interferes with the supply or quality of supply, to other customers; or

- (iii) causes damage or interference to any third party;
- (j) give us false information about which tariff and charges should apply to you;
- (k) use electricity supplied under a specific tariff for a purpose other than as contemplated by that tariff;
- (l) install appliances or equipment of capacity 5kW or greater without receiving our approval, to allow us to determine if additional works are required and the associated costs (if any); or
- (m) otherwise use electricity or tamper with your electrical installation in a way contemplated as improper or illegal under the ***Distribution Code***.

16.3 Illegal use

If you have breached clause 16.2 of this contract, we may, in accordance with the ***Distribution Code***:

- (a) estimate the amount of electricity so obtained and bill you for that amount; and
- (b) recover that amount from you, as well as costs and interest; and
- (c) disconnect your supply address immediately.

17. ACCESS TO YOUR SUPPLY ADDRESS

17.1 Access to electricity meters and equipment

We may enter and remain in your ***supply address*** to:

- (a) inspect electrical installations to ensure that it is safe to connect or reconnect electricity supply;
- (b) take action to prevent or minimise an electrical hazard;
- (c) investigate a suspected theft of electricity;
- (d) read or check the accuracy of the electricity meter;
- (e) examine electrical installations to determine load classifications;
- (f) install, repair, replace or remove electricity meters, control apparatus and other electrical installations; or
- (g) disconnect electricity supply for safety or non-payment reasons.

17.2 Who may enter and remain in your supply address

Only our electricity officers who are appointed in accordance with Part 4 of the *Electricity Act 1996* may enter into or remain on your ***supply address*** for the purposes set out in clause 17.1.

17.3 Authorities to be shown

You do not have to give access under clause 17.1 to someone who does not, when you ask:

- (a) identify himself or herself as one of our employees or agents; and
- (b) identify himself or herself as our electricity officer appointed in accordance with Part 4 of the *Electricity Act 1996*; and
- (c) produce a proper identity card issued by us.

17.4 Notice of access

We must give you reasonable notice before coming onto your **supply address** unless:

- (a) it is an emergency;
- (b) an occupier of the **supply address** has agreed; or
- (c) one or more of our authorised electricity officers are otherwise permitted to do so under the Electricity Act.

17.5 Hazards

Where your **supply address** contains a hazard, you must provide our authorised officers with safe access to your **supply address** including any necessary protective clothing.

18. VACATING A SUPPLY ADDRESS

You must give us or your **retailer** 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 arrange for your meter to be read on the date specified in your notice (or as soon as possible after that date if you do not give access to your meter on that date) and for a final bill to be sent to you at the forwarding address stated in your notice. If you do not give us the required notice, or if you do not give us access to your meter, you will be responsible for all electricity used at the **supply address** until we become aware that you have vacated your **supply address** and we arrange for your meter to be read.

19. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information you provide must be correct. 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 amend our contract with you at any time in accordance with section 36 of the *Electricity Act*, provided the amendments satisfy the requirements of the ***Distribution Code*** and our licence. Any amendment will take effect from the date referred to in the Gazette.

21. NOTICES

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

In some cases, your ***retailer*** will send notices to you on our behalf.

22. PRIVACY AND CONFIDENTIALITY

22.1 *Privacy of information*

Subject to clause 22.2 of this contract we must keep 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 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 ***retailer*** to the extent that information is for the purposes of arranging and coordinating connection, disconnection, reconnection and billing.

23. QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the connection or supply of electricity to your ***supply address***, 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

- (a) If but for this clause, either party would breach this connection and supply contract due to the occurrence of a force majeure event:
 - (i) The obligations of the party under this contract, other than an 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
 - (ii) 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.
- (b) For the purposes of this clause, 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.
- (c) Either party relying on this clause 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.
- (d) Nothing in this clause will require a distributor or a customer to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by that distributor or a customer.
- (e) Nothing in this clause varies or excludes the operation of section 120 of the National Electricity Law.

25. APPLICABLE LAW

- (a) We, as your distributor, 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.
- (b) The laws of South Australia govern this contract.

Schedule

Easement

If you have a maximum demand over 100kVA you must, if we are unable to continue to satisfy that maximum demand without installing a new distribution substation, provide an easement to us over your land for which a new distribution substation can be installed by us to satisfy that maximum demand.

Power Factor

Unless we otherwise agree, you must, at times of your monthly maximum demand, keep the power factor of your electrical installation within the relevant range set out in the table below and take all reasonable steps to maintain its power factor within the specified range at all other times.

SUPPLY VOLTAGE IN kV	POWER FACTOR RANGE FOR CUSTOMER MAXIMUM DEMAND AND VOLTAGE					
	Up to 100 kVA		Over 100 kVA – 2 MVA		Over 2MVA	
	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading
<6.6	0.80	0.80	0.85	0.80	0.90	0.85
6.6 - < 66	0.80	0.80	0.85	0.85	0.90	0.90
66 and above	As specified under Section S5.3.5 of the National Electricity Rules					

Load Balance

Unless we agree otherwise, where you are receiving supply at high voltage, the current drawn on each phase must be balanced to within the limits stated in the table below.

Interference

You must ensure that any electromagnetic interference caused by your electrical installation or by any appliance connected to that electrical installation, is less than the limits set out in **AS/NZS 2344**. Should the limits be exceeded you must reduce the level below the limits set out in **AS/NZS 2344** within 90 days.

Disturbing Loads

You must ensure that voltage disturbances caused by your electrical installation, or any of your appliances, do not result in voltage disturbances to other customers connected to the same point of supply with magnitudes and frequency of the resulting voltage disturbances greater than the limits in **AS 6100**.

Harmonic Limits

You must ensure that the permissible harmonic limits associated with your electrical installation do not exceed the values as stated in the table below.

VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGE LEVELS LESS THAN 66kV	
Category	Limit (%)
Individual Odd Harmonics	1.33%
Individual Even Harmonics	0.67%
Total Harmonic Distortion	1.67%
ODD HARMONIC VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGE LEVELS GREATER THAN OR EQUAL TO 66kV	
Harmonic Order (n)	Voltage Limit (%)
3	1.0
5	0.9
7	0.9
9	0.8
11	0.8
13	0.7
15	0.6
17	0.5
19	0.5
21	0.4
23	0.4
25	0.3
27-49	0.2
Total (odd + even)	1.5
EVEN HARMONIC VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGES GREATER THAN OR EQUAL TO 66kV	
Harmonic Order	Voltage Limit (%)
2	0.5
4	0.5
6	0.4
8	0.4
10	0.4
12	0.4
14	0.3
16	0.3
18	0.3
20-50	0.2
Total (odd + even)	1.5
VOLTAGE UNBALANCE FACTOR (%) FOR THREE PHASE SUPPLIES	
Time Period	Voltage Unbalance Factor (%)
Continuous	1.0
5 minutes	1.5
Instantaneous	3.0