



CONNECTION, SALE & SUPPLY CONTRACT

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 12th May 2008 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

- 1.1. This contract is between:
Cowell Electric Supply Pty Ltd, Licensee ABN 15 095 517 490 of Lot 184 Schumann Road, Cowell, South Australia (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. SERVICES PROVIDED UNDER THIS CONTRACT

- 2.1. This contract sets out the terms on which we connect your **supply address** to our electricity distribution network, maintain that connection and sell and supply electricity at that **supply address**.
- 2.2. The services we will provide under this contract are:
- (a) connection services;
 - (b) maintaining your connection to our distribution network;
 - (c) the sale and supply of electricity;
 - (d) other services set out in our price list.
- 2.3. In return you are required to pay the amounts due to us. You are also required to preform your other obligations under this contract.

3. DEFINITIONS

- 3.1. Words appearing in bold type like **this** have the following meaning:
- | | |
|--|--|
| Act | Means the Electricity Act 1996 (SA) |
| Billing cycle: | Means the period covered by each bill. |
| Business day: | Means a day on which banks are open for general banking business in Adelaide, other than a Saturday or a Sunday. |
| Connection, sale and supply services: | Means: <ul style="list-style-type: none">(a) either or both of the following:<ul style="list-style-type: none">(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;(b) maintaining our network to ensure that electricity will flow through our network to your supply address; and(c) selling electricity to you at your supply address |
| Commission: | Means the Essential Services Commission of South Australia, established by the Essential Services Commission Act 2002. |
| Our licence: | Means the licence issued to us by the Commission under the Act , authorising the operation of our distribution network and the retailing of electricity. A copy of our licence may be viewed on the Commission's website at www.escosa.sa.gov.au |
| 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.

4. DOES THIS CONTRACT APPLY TO YOU?

4.1 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.

5. WHEN DOES THIS CONTRACT START?

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

5.2 If your **supply address** is not connected to our distribution network, this contract will start on the earlier of:

- (a) the day on which you start using electricity at that **supply address**; and
- (b) the day on which we advise you that we have approved your application under clause 7.

6. WHEN DOES THIS CONTRACT END?

6.1 This contract will come to an end on the day:

- (a) we disconnect you **supply address** under clause 27 and you are no longer entitled to be reconnected; or
- (b) we issue you with a final account and you have paid that amount.

7. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION

7.1 When you apply for **connection, sale and supply services** at your **supply address** we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply for connection.

7.2 Our obligation to give you **connection, sale 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 our requirements.

8. WILL YOU HAVE TO PUT IN EXTRA EQUIPMENT?

8.1 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.

8.2 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 located 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.

8.3 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.

8.4 In deciding whether to impose such requirements, we will take into account the requirements of **our licence**.

9. QUALITY AND RELIABILITY OF ELECTRICITY SUPPLIED TO YOUR SUPPLY ADDRESS

9.1 We are required by the conditions of **our licence** to supply electricity to you under this contract at specified standards of quality and reliability.



- 9.2 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 serviced by underground or overhead mains;
 - (c) the weather conditions;
 - (d) animals, vegetation, the actions of vandals and other people;
 - (e) the existence of emergency and dangerous conditions;
 - (f) damage to the electricity network;
 - (g) the design and technical limitations of our network;
 - (h) normal and operational switching by us; and
 - (i) the demand for electricity at any point in time.

- 9.3 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 take out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions occur.

10. OUR LIABILITY

- 10.1 The *Trade Practices Act 1974* and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- 10.2 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.
- 10.3 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.
- 10.4 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.

11. PRICE FOR SERVICES PROVIDED

- 11.1 Our current tariffs and charges for the **connection, sale and supply services** and other services are set out in the **price list** published from time to time.
- 11.2 Our **price list** explains the conditions that need to be satisfied for each particular tariff.
- 11.3 If, at the time this contract is published, your **supply address** is already connected to our distribution network, the tariff and other charges currently applying to your for **connection, sale and supply services** at the **supply address** will continue to apply, until we inform you in accordance with clause 12.
- 11.4 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**.
- 11.5 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.

12. VARIATIONS TO THE TARIFFS AND CHARGES

- 12.1 When we vary the tariffs and charges we will notify you of these changes charges by giving you at least 20 **business days**’ prior notice.
- 12.2 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.

13. SWITCHING TARIFFS

- 13.1 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 circumstance to see whether that tariff or charge can apply to you.



- 14. CHANGES TO THE TARIFF RATES AND CHARGES DURING A BILLING CYCLE**
- 14.1 If a tariff or charge applying to you changes during a **billing cycle**, your bill for that **billing cycle** will be calculated on the 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**.
- 15. CHANGES TO THE TARIFF TYPE DURING A BILLING CYCLE**
- 15.1 If the type of tariff or charge applying to your 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**.
- 16. GST**
- 16.1 The amounts specified in the **price list** from time to time are (or will be) stated to be inclusive of GST. 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.
- 17. BILLING**
- 17.1 We will send a bill to you as soon as possible after the end of each **billing cycle**.
- 17.2 The bill will be in a form and contain such information as is required by **our licence**.
- 17.3 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.
- 17.4 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.
- 18. CALCULATING THE BILL**
- 18.1 The amounts you owe under this contract at the end of each **billing cycle** will be calculated based on the application of the prices set out in our **price list** to:
- (a) information obtained from reading your meter or from using an approved estimating system; and
 - (b) the amount for any other services supplied under this contract during the **billing cycle**.
- 19. ESTIMATING THE ELECTRICITY USAGE**
- 19.1 If your meter is unable to be read 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).
- 19.2 If your meter is subsequently able to be 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.
- 19.3 If your meter was unable to be 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.



20. PAYING YOUR BILL

- 20.1 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.
- 20.2 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.

21. LATE PAYMENTS

- 21.1 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.

22. DIFFICULTIES IN PAYING

- 22.1 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.
- 22.2 We are required 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.

23. UNDERCHARGING

- 23.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.
- 23.2 We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

24. OVERCHARGING

- 24.1 Where you have been overcharged, we will inform you and follow the required procedures for repaying the money.
- 24.2 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.

25. REVIEWING YOUR BILL

- 25.1 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 **our licence**.
- 25.2 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.
- 25.3 You must also pay any future bills.

26. SECURITY DEPOSITS

- 26.1 Where you have paid a security deposit, we must pay you interest on the deposit at a rate and on terms required by **our licence**.
- 26.2 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 electricity from us at your **supply address**).
- 26.3 If you are purchasing electricity for business use, we may request that you increase the amount of your security deposit in accordance with **our licence**.



27. DISCONNECTION OF SUPPLY

- 27.1 Subject to the requirements of **our licence**, 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 customer, 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 31;
 - (d) in the circumstances set out in clause 29; or
 - (e) we are entitled or required to do so under the conditions of **our licence** or by law (such as in the case of an emergency or for health and safety reasons).
- 27.2 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.
- 27.3 We must comply with the conditions of **our licence** (such as giving you the required notices and warnings) before arranging for the disconnection of your **supply address**.

28. RECONNECTION AFTER DISCONNECTION

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

29. INTERRUPTIONS TO SUPPLY

- 29.1 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, adjusting your equipment;
 - (c) inspecting, testing, repairing, 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.
- 29.2 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.

30. WHAT YOU ARE RESPONSIBLE FOR

- 30.1 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 had been provided to us, advising us whenever there is a change to the unmetered load; and
- (j) ensuring safe and convenient access for our electricity officers to your **supply address** for the purpose expressed in clause 33, and responding promptly to any request made by us regarding such access.

31. WHAT YOU MUST NOT DO

31.1 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 **Commission** or with an exemption granted under the **Act**;
- (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 electrical 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 an improper or illegal manner.

32. ILLEGAL USE

32.1 If you have breached clause 31 of this contract, we may, in accordance with **our licence**:

- (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.

33. ACCESS TO YOUR SUPPLY ADDRESS

33.1 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.

33.2 Only our electricity officers who are appointed in accordance with Part 4 of the **Act** may enter into or remain on your **supply address** for the purpose set out in clause 33.1.

33.3 You do not have to give access 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 **Act**; and
- (c) produce a proper identity card issued by us.



- 33.4 We must give you reasonable notice before coming onto your **supply address** unless:
- (a) it is an emergency; or
 - (b) an occupier of the **supply address** has agreed.
- 33.5 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.

34. VACATING A SUPPLY ADDRESS

- 34.1 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.
- 34.2 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.
- 34.3 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.

35. INFORMATION WE NEED

- 35.1 You must provide us with all information we reasonable require for the purpose of this contract. All information you provide must be correct. You must ell 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).

36. WE CAN AMEND THIS CONTRACT

- 36.1 We can amend our contact with you at any time in accordance with section 36 of the **Act**, provided the amendments satisfy the requirements of **our licence**. Any amendment will take effect from the date referred to in the Gazette.

37. NOTICES

- 37.1 Unless this document or **our licence** says otherwise (for example, where phone calls are allowed), all notices must be sent in writing.
- 37.2 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.

38. PRIVACY AND CONFIDENTIALITY

- 38.1 Subject to clause 38.2 of this contract, we must keep information about you confidential.
- 38.2 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; or
 - (c) where you give us written consent.

39. QUERIES AND COMPLAINTS

- 39.1 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):

Postal Address: PO Box 70
Cowell SA 5602

Phone: 08 8629 2136

Fax: 08 8629 2115

Email: sdocking@cesco.com.au



40. FORCE MAJEURE

- 40.1 If but for this clause, either party would breach this connection and supply contract due to the occurrence of a force majeure event:
- (a) 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
 - (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.
- 40.2 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.
- 40.3 Either party relying on this clause by claiming a force majeure event must use its **best endeavours** to remove, overcome or minimise the effects of that force majeure event as quickly as practicable.
- 40.4 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.

41. APPLICABLE LAW

- 41.1 The laws of South Australia govern this contract.