Electricity Supply Contract (Deemed)

Version Number: 1.3
Date: March 2022

TasNetworks | Powering a Bright Future

Contents

1	The Parties	4
2	Definitions and interpretations	4
3	Do these terms and conditions apply to you?	5
	3.1 These are our terms and conditions	5
	3.2 Does this contract apply to you?	5
	3.3 What if I need a new connection?	5
	3.4 Electricity or gas	5
4	What is the term of this contract?	5
	4.1 When does this contract start?	5
	4.2 When does this contract end?	6
5	Scope of this contract	6
	5.1 What is covered by this contract?	6
	5.2 Sale of energy not covered by this contract	7
	5.3 Services and your connection point	7
	5.4 Guaranteed service levels	7
6	Your general obligations	7
	6.1 Full information	7
	6.2 Updating information	7
	6.3 Your obligation to comply with energy laws and our requirements	8
	6.4 Life support equipment	8
	6.5 Obligations if you are not an owner	9
	6.6 Small generators including solar panels	9
7	Wrongful and illegal use of energy	9
	7.1 Illegal use of energy or interference	9
	7.2 Consequences for wrongful or illegal use	10
8	Our liability	10
9	Access to the premises	11
	9.1 Your obligations	11
	9.2 Our obligations	12

10 Interruption to supply services 12

10.1 We may interrupt supply to premises 12

10.2 Distributor planned interruptions (maintenance, repair, etc) 12

10.3 Unplanned interruptions 13

10.4 Your right to information about interruptions 13

10.5 We may interrupt supply from premises 14

10.6 We may use remote control equipment 14

11 Our charges 14

11.1 Payment 14

11.2 Determination of our charges 14

11.3 Compliance with tariff requirements 15

12 Disconnection of supply 15

12.1 When can we disconnect? 15

12.2 Notice and warning of disconnection 16

12.3 Life support equipment 16

12.4 When we must not disconnect 16

12.5 Our rights after disconnection 17

12.6 Disconnection fee 17

13 Reconnection after disconnection 17

13.1 Where we must reconnect 17

13.2 Timeframe for reconnection 18

13.3 Wrongful disconnection 18

14 Notices and bills 18

15 Privacy act notice and access to information 19

15.1 Privacy of personal information 19

15.2 Access to information 19

15.3 Access to information – gas only 19

16 Complaints and dispute resolution 19

16.1 Complaints 19

16.2 Our obligations in handling complaints or disputes 20

17 Force majeure 20

17.1 Effect of force majeure event 20
17.2 Deemed prompt notice 21
17.3 Obligation to overcome or minimise effect of force majeure event 21
17.4 Settlement of industrial disputes 21
18 Applicable law 21
19 General 21
19.1 Our obligations 21
19.2 GST 22
19.3 Amending this contract 22
20 Simplified explanation of terms 22

TasNetworks acknowledges the palawa (Tasmanian Aboriginal community) as the original owners and custodians of lutruwita (Tasmania). TasNetworks, acknowledges the palawa have maintained their spiritual and cultural connection to the land and water. We pay respect to Elders past and present and all Aboriginal and Torres Strait Islander peoples here with us today.

Preamble

This contract is about the services which cover connection of your premises to our distribution system, and supply services for the premises. These services are called “customer connection services”.

In addition to this contract, we are required to comply with energy laws and other consumer laws in our dealings with you.

You also have a separate contract with your retailer dealing with the sale of energy to the premises. More information about this contract and other matters is on our website: www.tasnetworks.com.au.

1 The Parties

This contract is between:

TasNetworks, in its capacity as the holder of a Distribution Licence in the State of Tasmania, who provides you with customer connection services at the premises (in this contract referred to as “we”, “our” or “us”); and

You, the customer to whom this contract applies (in this contract referred to as “you” or “your”).

2 Definitions and interpretations

a. Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the National Energy Retail Rules (‘the Rules‘). However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.

b. Where the simplified explanations in Schedule 1 differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

All customer generated major works upgrades will require the installation to be brought up to comply with the current servicing standards.

3 Do these terms and conditions apply to you?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the standard connection contract for customers under the National Energy Retail Law and the Rules.

3.2 Does this contract apply to you?

This contract applies to you if your premises are connected to our distribution system, and you do not have another customer connection contract with us for those premises.

3.3 What if I need a new connection?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with either the National Electricity Rules (for an electricity connection) or the National Gas Rules (for a gas connection). That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

3.4 Electricity or gas

Standard connection contracts apply to electricity and gas, but some terms are expressed to apply only to one or the other. Our distribution system is an electricity distribution system.

4 What is the term of this contract?

4.1 When does this contract start?

If your premises are connected to our distribution system, this contract starts on the date when you start to use supply services at those premises, for example by taking a supply of energy.

4.2 When does this contract end?

a. This contract ends:

   I. if your retailer notifies us that the premises are to be disconnected (a 'termination notice')—subject to paragraph (b), on the date we disconnect the premises, (even if you have vacated the premises earlier); or

   II. if you start receiving supply services for the premises under a different customer connection contract—on the date that contract starts; or

   III. if a different customer starts receiving supply services for the premises—on the date the connection contract of that customer starts;

   IV. if we both agree to a date to end the contract – on the date that is agreed; or

   V. 10 business days after we disconnect the premises under the Rules, if you have not within that period asked your retailer to reconnect the premises and met the requirements in the Rules for reconnection.

b. If your retailer gives us a termination notice but you do not give safe and unhindered access to your premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.

c. Rights and obligations accrued before the end of this contract continue despite the end of this contract.

5 Scope of this contract

5.1 What is covered by this contract?

a. Under this contract we agree to provide customer connection services at the premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.

b. Charges for customer connection services will be billed under your contract with your retailer

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of energy. This is the role of your retailer.

5.3 Services and your connection point

a. We must provide, install and maintain equipment for the provision of customer connection services at your premises safely and in accordance with the energy laws.

b. Our obligations extend up to the connection point where energy is to be supplied to the premises (as defined by us) and not beyond.

5.4 Guaranteed service levels

a. If you are a small customer, we are required under *the laws* of Tasmania to meet certain guaranteed service levels. These requirements are set out in the Tasmanian Economic Regulator's Guideline - Guaranteed Service Level Scheme. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.

b. Nothing in this contract limits our obligations to make payments in accordance with the applicable GSL scheme.

6 Your general obligations

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must promptly:

a. inform your retailer of any change to your contact details; and

b. inform your retailer of any change that you are aware of that materially affects access to your *meter* or to other equipment involved in providing customer connection services at the premises; and

c. inform us of any proposed change that you are aware of in plant or equipment, including *metering* equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or *metering* of supply for the premises or the premises of any other person; and

d. inform either your retailer or us of any permanent material change to the energy load or pattern of usage at the premises.

6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

a. the energy laws relating to the provision of customer connection services we provide for your premises under this contract; and

b. our reasonable requirements under the energy laws, including our service and installation rules. This includes a requirement that you provide and maintain at your premises any reasonable or agreed facility required by us to provide customer connection services for the premises.

6.4 Life support equipment

a. If a person living or intending to live at your premises requires life support equipment, you must:

   i. register the premises with your retailer or with us; and

   ii. provide medical confirmation for the premises.

b. Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your retailer.

c. You must tell us or your retailer if the life support equipment is no longer required at the premises.

d. If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:

   i. At least 50 business days to provide medical confirmation for the premises; and

   ii. general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises; and

iii. at least 4 business days' notice in writing of any distributor planned interruptions to the supply of energy to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date; and

iv. information to assist you to prepare a plan of action in case of an unplanned interruption; and

v. emergency telephone contact numbers.

6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because youare not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

6.6 Small generators including solar panels

a. If you have a small generator connected to our distribution system at the premises, youmust comply with the applicable standards in operating and maintaining the generator when you use supply services under this contract. We publish information about these standards and other matters relating to small generator connections as required by the Rules. The information is available on our website or you may contact us to request a copy.

b. If you no longer want to keep a small generator at the premises connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

c. If you want to connect a small generator at the premises to our distribution system for thepurpose of exporting energy (for example, a solar panel), you must apply for a connection alteration under the National Electricity Rules. We will provide you with a copy of the relevant additional terms and conditions when we make our connection offer.

7 Wrongful and illegal use of energy

7.1 Illegal use of energy or interference

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

a. illegally use energy supplied to the premises; or

b. interfere or allow interference with any of our equipment at the premises, except as maybe permitted by law; or

c. use the energy supplied to your premises or any energy equipment in a manner that:

   i. unreasonably interferes with the connection or supply of energy to anothercustomer; or

   ii. causes damage or interference to any third party; or

d. use customer connection services provided by us in a way that is not permitted by law or this contract; or

e. tamper with, or permit tampering with, any *meters* or associated equipment.

7.2 Consequences for wrongful or illegal use

If you do not comply with clause 7.1 above, we may, in accordance with the energy lawstake any or all of the following actions:

a. estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against you for that amount; and

b. undertake (or agree that you undertake) any necessary rectification work at your cost;and

c. arrange for the immediate disconnection of the premises.

8 Our liability

a. The quality and reliability of your electricity supply service and the quality, pressure and continuity of your gas supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a relevant authority.

b. To the extent permitted by law, we give no condition, warranty or undertaking, and wemake no representation to you, about the condition or suitability of our services, their quality, fitness for purpose or safety, other than those set out in this contract.

c. Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

d. Unless we have acted in bad faith or negligently, the Rules exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your premises.

9 Access to the premises

9.1 Your obligations

Under the energy laws, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to, to the extent permitted under the energy laws:

a. read, test, maintain, inspect or alter any *metering* installation at the premises; and

b. calculate or measure energy supplied or taken at the premises; and

c. check the accuracy of *metered* consumption at the premises; and

d. replace *meters*, control apparatus and other energy equipment of ours; and

e. connect or disconnect the premises; and

f. examine or inspect an energy installation at the premises; and

g. inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the premises; and

h. undertake repairs, testing or maintenance of the distribution system; and

i. clear vegetation from the distribution system including any equipment owned by us; and

j. take action to determine the appropriate tariff or charging category for the premises; and

k. perform services requested by you or your retailer.

9.2 Our obligations

If we or our representatives seek access to the premises under clause 9.1 above, we will:

a. comply with all relevant requirements under the energy laws; and

b. carry or wear official identification; and

c. show the identification if requested.

10 Interruption to supply services

10.1 We may interrupt supply to premises

We may *interrupt* the supply of energy to your premises where permitted under the energy laws, including for a *distributor planned interruption* or where there is an *unplanned interruption* or in accordance with the conditions of any applicable tariff or under a contract with your retailer.

10.2 Distributor planned interruptions (maintenance, repair, etc)

a. We may make distributor planned interruptions to the supply of energy to the premises under the Rules for the following purposes:

   i. for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of *metering* equipment; or

   ii. for the installation of a new connection or a connection alteration to another customer.

b. If your energy supply will be affected by a *distributor planned interruption* and clause 6.4(d)(iii) does not apply:

   i. we may seek your explicit consent to the *interruption* occurring on a specified date; or

   ii. we may seek your explicit consent to the *interruption* occurring on any day within a specified 5 business day range; or

   iii. otherwise we will give you at least 4 business days notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.

10.3 Unplanned interruptions

a. We may interrupt the supply of energy to your premises in circumstances where we consider that a customer's energy installation or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system, including:

   i. for unplanned maintenance or repairs;

   ii. for health or safety reasons;

   iii. in an emergency;

   iv. as required by a *relevant authority*;

   v. to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or

   vi. to restore supply to a customer.

b. If an *unplanned interruption* is made, we will use our best endeavours to restore energy supply to the premises as soon as possible.

c. We will make information about *unplanned interruptions* (including the nature of any emergency and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24 hour telephone information service.

10.4 Your right to information about interruptions

a. If you request us to do so, we will use our best endeavours to explain:

   i. an *interruption* to the supply of energy to the premises; or

   ii. a supply of energy to the premises of a quality in breach of any relevant standards under the energy laws.

b. If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:

   i. the written explanation; or

   ii. an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

c. For any *retailer planned interruption* arranged by your retailer, we may refer you to your retailer to provide information.

10.5 We may interrupt supply from premises

We may temporarily interrupt or curtail the supply services provided to take supply from small generators into our distribution system, including:

a. for a distributor planned interruption or where there is an unplanned interruption; or

b. in accordance with the conditions of any applicable tariff; or

c. under a contract with your retailer; or

d. at the direction of a relevant authority; or

e. in accordance with the energy laws.

10.6 We may use remote control equipment

If your small generator has equipment installed that allows us to control the small generator remotely, we may use the equipment in accordance with the energy laws to temporarily interrupt or curtail the supply services provided to take supply from your small generator into our distribution system. We publish information about how we use remote control equipment as required by the Rules. The information is available on our website or you may contact us to request a copy.

11 Our charges

11.1 Payment

The amounts you are billed under your contract with your retailer include our charges for customer connection services.

11.2 Determination of our charges

We will determine our charges for a billing cycle in accordance with the energy laws.

11.3 Compliance with tariff requirements

a. If there are any conditions that are relevant to any tariff or charging category that applies to you for the supply services for your premises we must advise your retailer of those conditions.

b. You must comply with any conditions referred to in paragraph (a).

c. If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

12 Disconnection of supply

12.1 When can we disconnect?

Subject to us satisfying the requirements in the Rules, we may disconnect your premises if:

a. your retailer informs us that it has a right to arrange for disconnection under your contract with your retailer and requests that we disconnect the premises; or

b. you use energy supplied to the premises wrongfully or illegally in breach of clause 7; or

c. you fail to pay any direct charges (where relevant) to us under this contract; or

d. you provide false information to us or your retailer such that you would not have been entitled to be connected if you had not provided the false information; or

e. you do not provide and maintain space, equipment, facilities or anything else you must provide under the energy laws or this contract in order for us to provide customer connection services; or

f. you fail to give us safe and unhindered access to the premises as required by clause 9 or any requirement under the energy laws; or

g. there is an emergency or for health and safety reasons; or

h. required to do so at the direction of a relevant authority; or

i. we are otherwise permitted by the energy laws to disconnect the premises.

Note: The energy laws may allow distributors and other authorised people to disconnect or arrange the disconnection of premises, small generators and other generators connected to our distribution system in circumstances additional to those set outabove.

12.2 Notice and warning of disconnection

If you are a small customer, we may disconnect your premises under clauses 12.1(c), 12.1(d), 12.1(e) or 12.1(f) only if:

a. we have sent you a disconnection warning notice that:

   i. requires you to rectify, within 6 business days after the date of issue on the notice, the issue that could lead to disconnection; and

   ii. carries a warning of the consequences of failing to comply with the notice; and

b. in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to providing a *disconnection warning notice*; and

c. you fail to comply with the *disconnection warning notice* within 6 business days after the date of issue.

12.3 Life support equipment

If you are a small customer, we must not disconnect your premises if they are registered as having *life support equipment*, except in an emergency.

12.4 When we must not disconnect

a. Subject to paragraph (b), and otherwise in accordance with the Rules, if you are a small customer we must not disconnect the premises during the following times ('the protected period'):

   i. on a business day before 8.00am or after 3.00pm; or

   ii. on a Friday or the day before a public holiday; or

   iii. on a weekend or a public holiday; or

   iv. on the days between 20 December and 31 December (both inclusive) in any year; or

   v. if you are being disconnected for a failure to pay, during an extreme weather event.

b. Your premises may be disconnected within the protected period:

i. for reasons of health and safety; or

ii. in an emergency; or

iii. as directed by a *relevant authority*; or

iv. if you are in breach of clause 7 which deals with wrongful and illegal use of energy; or

v. if your retailer makes such a request on your behalf; or

vi. if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or

vii. where the premises are not occupied.

12.5 Our rights after disconnection

The disconnection of the premises does not limit or waive any of the parties' rights and obligations under this contract arising before disconnection, including any of your obligations to pay amounts to us or your retailer.

12.6 Disconnection fee

If you have not complied with a *disconnection warning notice* and we arrive at the premises to disconnect the premises but do not do so because you rectify the matter referred to in the *disconnection warning notice*, you will be liable to pay a reasonable fee for our attendance at the premises.

13 Reconnection after disconnection

13.1 Where we must reconnect

a. If you are a small customer, we must arrange for reconnection of the premises if, within 10 business days of your premises being disconnected:

i. where your retailer asked for the disconnection—if we are asked by your retailer to reconnect the premises; or

ii. in other circumstances—if:

A. you ask us to arrange for reconnection of your premises; and

B. you rectify the matter that led to the disconnection; and

C. you pay any reconnection charge.

b. We may terminate this contract 10 business days following disconnection if the requirements in paragraph (a) are not met.

13.2 Timeframe for reconnection

If you are a small customer and at the time of the request for reconnection:

a. you or your retailer have made arrangements for payment of the relevant reconnection charge; and

b. you have complied with our requirements under the relevant energy laws; and

c. the necessary infrastructure to re-energise the premises remains in place; and

d. you provide safe and unhindered access to the premises, we must re-energise the premises by the next business day, unless you request a later time.

13.3 Wrongful disconnection

If we disconnect the premises where we did not have a right to do so, we must reconnect the premises as soon as possible and without charge.

14 Notices and bills

a. Notices and bills (where relevant) under this contract must be sent in writing, unless this contract or the Rules say otherwise.

b. A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

i. on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (which excludes depots) (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or

ii. on the date two business days after it is posted; or

iii. on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

15 Privacy act notice and access to information

15.1 Privacy of personal information

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

15.2 Access to information

Upon request, we must give you information about your energy consumption or export or our charges for customer connection services for up to 2 years free of charge. We may charge you a reasonable fee for information requested;

a. more than 4 times in the previous 12 months; or

b. that is different in manner and form to any minimum requirements we are required to meet; or

c. by a representative you have authorized to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

15.3 Access to information – gas only

Upon request, we must give you information about your energy consumption or our charges for customer connection services. We may charge you a reasonable fee for information requested more than once in any 12 month period.

16 Complaints and dispute resolution

16.1 Complaints

If you have a complaint relating to customer connection services under this contract, including supply services, or this contract generally, you may lodge a

complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

16.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you:

a. of the outcome of your complaint and the reasons for our decision; and

b. that, if you are not satisfied with our response and you are a small customer, you have a right to refer the complaint to the Energy Ombudsman:

Telephone: 1800 001 170

Website: www.energyombudsman.tas.gov.au

Post: GPO Box 960 Hobart 7001

17 Force majeure

17.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('a force majeure event'):

a. the obligation, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the 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 event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

17.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken 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 event or otherwise as soon as practicable.

17.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

17.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

18 Applicable law

The laws of Tasmania govern this contract.

19 General

19.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

a. we are taken to have complied with the obligation if another person does it on our behalf; and

b. if an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

19.2 GST

a. Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph "(b)" applies unless an amount payable under this contract is stated to include GST.

b. Where an amount paid by you or by us under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

19.3 Amending this contract

a. This contract may only be amended from time to time in accordance with the procedures set out in the National Energy Retail Law.

b. We must inform you of any material amendments to this contract as required by the National Energy Retail Law.

20 Simplified explanation of terms

billing cycle means the regular recurrent period for which we charge for customer connection services;

business day means a day other than a Saturday, a Sunday or a public holiday;

connection point means the point at which a distribution system connects to an energy installation or equipment that serves the premises of one or more customers;

customer means a person who buys or wants to buy energy from a retailer;

customer connection services include supply services;

disconnection means an action to prevent the flow of energy to the premises, but does not include an *interruption*;

distributor planned interruption means an *interruption* of the supply of energy for:

a. the planned maintenance, repair or augmentation of the transmission system; or

b. the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a *meter* (excluding a *retailer planned interruption*); or

c. the installation to a new connection or a connection alteration

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity or gas (as relevant to this contract);

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

force majeure event means an event outside the control of a party;

GSL scheme has the meaning given in the National Energy Retail Law;

GST has the meaning given in the GST Act *(A New Tax System (Goods and Services Tax) Act 1999* (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of energy from a distribution system to a customer, but does not include disconnection;

medical confirmation means certification from a registered medical practitioner of the requirement for *life support equipment* at your premises;

National Energy Retail Law means *the Law* of that name that is applied by each participating State and Territory;

National Electricity Rules means the rules made under the National Electricity Law;

National Gas Rules means the rules made under the National Gas Law;

premises means the address at which customer connection services are provided to you and, to avoid doubt, may include your electrical or gas installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

retailer means a person that is authorised to sell energy to customers;

retailer planned interruption means an interruption that:

a. is for the purposes of the installation, maintenance, repair or replacement of an electricity *meter*; and

b. does not involve the distributor effecting the *interruption*; and

c. is not a *distributor planned interruption*.

Rules means the National Energy Retail Rules made under the National Energy Retail Law;

small customer means:

a. a residential customer; or

b. business customer who consumes energy at or below a level determined under the National Energy Retail Law;

small generator means a generating unit or battery of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters);

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

supply services means services relating to the flow of energy to or from your premises.