



# DEEMED STANDARD CONNECTION CONTRACT

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**Terms and Conditions**

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**November 2023**

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2		Ashurst	Compliance
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#### Disclaimer

Endeavour Energy may change the information in this document without notice. All changes take effect on the date made by Endeavour Energy.

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## 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.endeavourenergy.com.au](http://www.endeavourenergy.com.au).

## 1. THE PARTIES

This contract is between:

The Endeavour Energy Network Operator Partnership (ABN 11 247 365 823), trading as Endeavour Energy, a partnership carried on under that name by:

- (a) Edwards O Pty Limited (ACN 618 643 486) as trustee for Edwards O Trust;
- (b) ERIC Epsilon Operator Corporation 1 Pty Ltd (ACN 617 221 735) as trustee for ERIC Epsilon Operator Trust 1;
- (c) ERIC Epsilon Operator Corporation 2 Pty Ltd (ACN 617 221 744) as trustee for ERIC Epsilon Operator Trust 2;
- (d) ERIC Epsilon Operator Corporation 3 Pty Ltd (ACN 617 221 753) as trustee for ERIC Epsilon Operator Trust 3; and
- (e) ERIC Epsilon Operator Corporation 4 Pty Ltd (ACN 617 221 771) as trustee for ERIC Epsilon Operator Trust 4,

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 INTERPRETATION

- (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.

### 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 the National Electricity Rules. 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 meet 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 4.2(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 Site-specific conditions**

- (a) A site-specific condition is taken to be included in this contract for premises if the condition:
  - (i) was in force under an existing standard form connection contract for the premises that was replaced by this contract; or
  - (ii) was taken to be in force in a contract for the premises and that contract was replaced (whether by reclassification or otherwise) by this contract.

### **5.3 Sale of energy not covered by this contract**

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

### **5.4 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.

### **5.5 Guaranteed service levels**

- (a) If you are a small customer, we are required under the laws of New South Wales to meet certain guaranteed service levels. These requirements are set out in Schedule 2. 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 the Service and Installation Rules of NSW. 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 register the premises with your retailer or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at 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 conformation for the premises; and
- (ii) general advice that there may be a *distributor planned interruption, retailer planned interruption or unplanned interruption* to 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 numbers.

## 6.5 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are 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, you must 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 the purpose 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 may be 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 another customer; 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 laws take 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 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 we make 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 (except as provided by this clause), 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.
- (e) In accordance with the *National Energy Retail Law (Adoption) Regulation 2020* (NSW) regulation 7:
  - (i) We are not liable for any indirect, economic, special or consequential losses suffered by you as a result of any partial or total failure to supply energy due to an act or omission by us or an

officer or employee of Endeavour Energy done or omitted to be done in bad faith or through negligence.

- (ii) Our liability for losses suffered by you as a result of any partial or total failure to supply energy under the contract (other than a loss for which liability is excluded by this clause or the National Law) is limited, in respect of all failures during a calendar year, to the lesser of the following:
  - (A) the cost of repair or replacement of any property damaged (as appropriate) as a result of the failure, or
  - (B) \$5,000.

## 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:

- (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 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 out above.

## 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 no later than the end of the next business day, if the reconnection request is made before 3.00pm on a business day or no later than the end of the second business day following the day the request is made if the reconnection request is made after 3.00pm on a 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 authorised 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.

## 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 and Water Ombudsman of NSW (EWON) by contacting them via:

Website: [www.ewon.com.au](http://www.ewon.com.au)

Phone: 1800 246 545

Postal Address: Reply Paid 86550, Sydney South NSW 1234

## 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 New South Wales 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.

## SCHEDULE 1 - 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:

- (b) the planned maintenance, repair or augmentation of the transmission system; or
- (c) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (d) the installation of 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;

**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;

**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;

**premises** means the address at which customer connection services are provided to you and, to avoid doubt, may include your electrical 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:

- (e) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and
- (f) does not involve the distributor effecting the interruption; and
- (g) is not a distributor planned interruption.

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

**site specific condition** means a condition of connection to premises, or a requirement imposed in relation to connection at premises, that is peculiar to those premises

**small customer** means: (a) a residential customer; or (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

**small generator** means a generating unit 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.

## SCHEDULE 2 - GUARANTEED SERVICE LEVELS

### 2.1 Guaranteed Customer Service Standards from the Electricity Supply (General) Regulation 2001 (NSW)

### 3. Connection on agreed date

A service provider who fails to provide a customer connection service (other than a connection service under Chapter 5A of the National Electricity Rules) on or before the date agreed between the distributor and a small customer or the customer's representative must pay to the customer, as compensation for the delay, not less than \$60 for each day that elapses between the agreed date and the date by which the service is actually provided (up to a maximum total of \$300).

### 4. Time limit for energisation or re-energisation

4.1 This clause applies if a small customer is entitled to be provided with an energisation or re-energisation service by a service provider.

4.2 The service provider must energise or re-energise the small customer's premises:

- (a) if the energisation or re-energisation request is made before 3.00 pm on a business day, by not later than the end of the business day, or
- (b) if the energisation or re-energisation request is made after 3.00 pm on a business day, by not later than the end of the second business day following the day the request is made.

4.3 The service provider and the small customer may agree on a period longer than the period specified in subclause 4.2 as the period within which the premises are to be energised or re-energised.

4.4 The service provider is not required to energise or re-energise premises within a period specified by this clause if the relevant equipment is not in place to do so.

4.5 In this clause:

**business day** means a day that is not a Saturday or a Sunday or a day that is wholly or partly a public holiday.

### 5. Mandatory periods for de-energisation

5.1 If a retailer notifies a service provider that a small customer of the retailer wishes to arrange for de-energisation of the customer's premises, the service provider must de-energise the premises within 2 days of the notice or within such further period as the customer requests.

5.2 If a retailer notifies a service provider that the retailer wishes to arrange for de-energisation of the small customer's premises on a ground permitted under the National Energy Retail Rules, the service provider must de-energise the premises within 2 days (not including any day that is a protected period within the meaning of Part 6 of those rules).

### 6. Disconnection notices

6.1 A service provider must issue a notice to a small customer when the service provider de-energises the customer's premises at the request of a retailer on a ground permitted under the National Energy Retail Rules.

6.2 The notice must be in writing and contain the following information:

- (a) the matter for which premises were de-energised,

- (b) details of the telephone number of a contact person for the retailer,
- (c) the arrangements that are required to be made by the small customer for re-energisation of the premises, including any related costs payable by the customer,
- (d) the dispute resolution procedures available to the small customer, including contact details for the Energy Ombudsman.

## **7. Repair of faulty street lights**

- 7.1 A service provider who fails to repair faulty street lighting on or before the date agreed between a small customer and the service provider as the date by which the repair is to be completed must pay to the customer, as compensation for the loss of illumination, not less than \$15.
- 7.2 This clause applies to street lighting that is owned by the service provider or that the service provider is under a legally enforceable obligation to maintain, but does not apply to street lighting to which the service provider merely supplies electricity or connection services.
- 7.3 This clause only applies to or in respect of a small customer if the customer's premises abut the part of the street that (but for the fault) would ordinarily be illuminated by the street lighting.

## **2.2 Customer Services Standards Licence Conditions under Endeavour Energy's Distribution Network Service Providers Licence**

- (a) Endeavour Energy must pay the sum of \$80 (including GST) to a customer where Endeavour Energy exceeds the interruption duration standard at the customer's premises and the customer has made a claim to Endeavour Energy within three months of the interruption ceasing.
- (b) Endeavour Energy must pay the sum of \$80 (including GST) to a customer where Endeavour Energy exceeds the interruption frequency standard at the customer's premises in a financial year and the customer has made a claim to Endeavour Energy within three months of the end of the financial year to which the interruptions relate.
- (c) Endeavour Energy must determine a claim for payment under clause 2.2 of Schedule 2, and notify the customer of the determination in writing, within one month of receipt of a claim. For customers eligible for payment, the notice of determination must include the amount to be paid, the manner of payment and the timing of payment. Where the claim is not paid (whether in part or in full), the notice of determination must include reasons for the decision.
- (d) Endeavour Energy is required to take reasonable steps to make customers aware of the availability of payments on the terms set out in clause 2.2 of Schedule 2. Reasonable steps include, as a minimum, publication of information on Endeavour Energy's website and annual newspaper advertisements. On request from a customer, Endeavour Energy must provide written information on the availability of payments on the terms set out in clause 2.2 of Schedule 2.
- (e) Endeavour Energy is required to make only one payment of \$80 to a customer per premises in a financial year for exceeding the interruption frequency standard.
- (f) Endeavour Energy is required to pay no more than \$320 under clause 2.2 of Schedule 2 to a customer per premises in any one financial year.
- (g) A payment under this condition does not:

- (i) In any way alter or diminish any rights that a customer may have against any person under any trade practices or other applicable legislation, common law or contract;
- (ii) Represent any admission of legal liability by Endeavour Energy; or
- (iii) Alter, vary or exclude the operation of the section 119 of the National Electricity Law or any other statutory limitations on liability or immunities applicable to Endeavour Energy.