

# Origin Energy's Standard Form Electricity Supply Contract

(Effective 1 March 2011)



countryenergy

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## 1. Introduction

### 1.1 Origin

(1) We are Origin Energy Electricity Limited  
ABN 33 071 052 287

(2) Our contact details are as follows:

Address: Origin Energy Electricity Limited  
C/- Country Energy  
PO Box 718  
Queanbeyan NSW 2620

Phone: **13 23 56**

Fax: **(02) 6214 9860**

Website: [originenergy.com.au](http://originenergy.com.au) or  
[www.countryenergy.com.au](http://www.countryenergy.com.au)

### 1.2 Key terms and expressions

(1) The meaning of any terms or expressions which appear in italics are explained in the definition section in Schedule 5 of this *Contract*.

### 1.3 Availability of interpreter services

(1) If you require an interpreter, please call **13 14 50**

Arabic **لخدمة الترجمة الشفهية، من فضلك إتصل بهاتف رقم:**

Chinese **需要传译服务，请致电以上电话号码**

Vietnamese **Cần đến dịch vụ thông ngôn xin gọi điện thoại cho số sau đây**

Italian **Se avete bisogno di un interprete chiamate il numero sopra**

Greek **Για εξυπηρέτηση διερμηνίας παρακαλούμε τηλεφωνήστε στον επανω αριθμό**

Spanish **Para los servicios de intérpretes por favor llame al número de teléfono de arriba**

### 1.4 This Contract

(1) This *Contract* is our *standard form customer supply contract* for the purposes of the *Electricity Supply Act*. This *Contract* complies with the applicable provisions of the *Electricity Supply Act*, the *regulation* and other instruments made under the *Electricity Supply Act*.

(2) It sets out the standard terms and conditions upon which we agree to supply you with *electricity* and any other associated goods or services as

your *retailer* where you have not already entered into a separate *negotiated customer supply contract* and:

- we currently sell you *electricity*;
- you have asked us to sell *electricity* to you under a *standard form customer supply contract*;
- you are a *retailer of last resort customer*; or
- you are a *new occupant customer*.

(3) This *Contract* is divided into a number of Parts:

- Section 1 (this section) sets out some important introductory matters relating to this *Contract*;
- Section 2 sets out when this *Contract* commences;
- Section 3 sets out some arrangements in relation to the sale of *electricity* to you;
- Section 4 sets out arrangements in relation to *metering services*;
- Section 5 sets out the charges you are to pay us;
- Section 6 sets out arrangements in relation to billing and payment for the supply of *electricity* and any other goods or services provided to you;
- Section 7 sets out *GST*;
- Section 8 sets out arrangements in relation to the provision of *security*;
- Section 9 sets out access and other obligations towards equipment installed at your *premises*;
- Section 10 sets out arrangements in relation to the discontinuing and disconnection of supply;
- Section 11 sets out arrangements in relation to liability and warranties;
- Section 12 sets out arrangements for resolving disputes;
- Section 13 sets out some general matters relevant to this *Contract*;
- Section 14 sets out terms that will apply to you if *last resort supply arrangements* apply;
- Section 15 sets out countrygreen® GreenPower product offer.

## **1.5 Other important legal rights and obligations**

### (1) *Laws and Codes*

- (a) Each of us must comply with applicable *laws* and *codes*, including the *Electricity Supply Act* and *National Electricity Rules*, which confer certain powers, duties, rights and obligations in relation to the supply of *electricity* and other goods and services provided under this *Contract*.
- (b) A brief description of the *Electricity Supply Act* and *regulation* is set out in Schedule 1.

### (2) Your Privacy

- (a) Your privacy is important to us. We collect personal information about you to assist in the operation of our business and the delivery of our gas, *electricity* and other products and services. If you do not provide us with this information, we may not be able to provide you with our full range of products or services.
- (b) From time to time we may provide you with promotional material. If you do not wish to receive this material, please let us know.
- (c) We may disclose your personal information to organisations we engage to assist us with delivering our products and services, including debt collecting agencies and authorised representatives.
- (d) We may disclose your personal information to a credit reporting agency where you have failed to pay a bill for over 60 days and we have sent you written notice of the overdue payment.
- (e) You can request access to the personal information we hold about you at any time by writing to our Privacy Officer at our ordinary mailing address set out in clause 1.1(2).

## **1.6 Guaranteed and other customer service standards**

- (1) If you are a *small retail customer*, we will meet our guaranteed customer service standards and other minimum standards (as set out in schedules 2 and 3) to the extent that we are required to do so by *law*, subject to our rights to discontinue supply

or disconnect your *premises* under section 10.2. In any other instance, we will use reasonable efforts to meet those standards.

## **1.7 Documents referred to in this Contract**

This *Contract* refers to our *Retail Price List*.

Any document that we refer to in this *Contract* is for the purpose of describing contractual rights or obligations that arise under this *Contract*, does not form a part of this *Contract* and should not be interpreted as having been incorporated into this *Contract*.

## **1.8 Variation of this Contract**

- (1) If we wish to amend this *Contract*, we can do so by *law* without your prior consent. We must advise you of any such changes by *notice*. The amended *Contract* will be effective on the date specified in the *notice*.
- (2) Any amendment of a document or *law* referred to in this *Contract* will also have the effect of amending this *Contract*, although we are not required to provide *notice* of any amendment to any *law* or any document issued by Standards Australia or recognised document that is referred to in this *Contract*.
- (3) Any amendment of a document referred to in this *Contract* that is not a *recognised document* will have effect following us providing you with *notice* published in a newspaper circulating throughout the distribution area within which your *premises* is located.

## **2. Commencement of Contract**

### **2.1 Our agreement to provide you with services**

- (1) We will sell *electricity* to you:
  - (a) from a day specified by us, being a day that is at least 10 days after the commencement of this *Contract*; or
  - (b) from a day specified by us that is less than 10 days after the commencement of this *Contract* if:
    - (i) the supply of *electricity* to the *premises* involves the provision of a new *customer connection service*, or

- (ii) you were being supplied by a supplier under a *new occupant supply arrangement* or an *exempt last resort arrangement* immediately before the commencement of this *Contract*.
- (2) Unless otherwise requested by you, we will arrange for *customer connection services* and *metering services* to be provided at your *premises* on your behalf.
- (3) You must complete an application form and any other documents when we ask you to do so to enable us to sell *electricity* to you.

## **2.2 When does this *Contract* commence?**

- (1) If you are an existing customer for the sale of *electricity* under a *standard form customer supply contract*, this *Contract* will start on the first day on which *notice* of its terms is published or such later day as may be specified in the *notice*.
- (2) If you are a new customer, or a *new occupant customer* this *Contract* will start on the day you apply to us to sell *electricity* to you.
- (3) If you are a *retailer of last resort customer*, to the extent that this *Contract* does not already apply to you this *Contract* will start on the *transfer date*.

## **3. Sale of Electricity**

### **3.1 General obligations**

- (1) If your *premises* is located in Country Energy Network's or its successor's *distribution district* and you request us to sell *electricity* to you, we will do so on the terms set out in this *Contract*.
- (2) You will be liable for the costs of a conveyancing inquiry and an account establishment fee in accordance with the *law*.
- (3) You must not charge any other person for the use of *electricity* we sell you unless:
  - (a) you are a landlord imposing a charge for *electricity* supplied to a tenant;
  - (b) the quantity of *electricity* supplied is measured by a separate electricity meter that complies with the *law*; and
  - (c) the charge imposed for the *electricity* supplied is no greater than the *maximum allowable amount*.

This clause does not prevent you from imposing a separate charge for the use of a specified service or facility as a result of the fact that the use of that service or facility involves the consumption of *electricity*.

#### **4. Metering**

- 4.1 You must have *electricity metering services* provided to your *premises* before *electricity* can be sold to you.
- 4.2 We work out the quantity of *electricity* sold to you for each billing period by reading your meter.
- 4.3 We assume that the rate at which *electricity* is taken to have been supplied between consecutive meter readings is uniform, whether or not this is actually the case.
- 4.4 We will attempt to read your meter or arrange to have your meter read at least every six months. If you request a special reading of your meter we will do this within two *business days*.
- 4.5 We may charge you a meter reading fee or for any cost incurred by us as a result of your request.

#### **5. Charges**

- 5.1 You must pay us for the *electricity* we sell to you at the *premises* and for any other goods or services that we provide to you as set out in our *Retail Price List* or that we otherwise arrange for you at your request.
- 5.2 You must pay us the amounts we are charged on your behalf by your *network service provider* for *customer connection services* and any other goods or services the *network service provider* provides to you. The provisions of this *Contract*, such as clauses 5, 6, 7 and 8, (other than the provisions relating to variation of charges) apply to charges for *customer connection services* arranged by us in the same way as they apply to charges payable under this *Contract*.
- 5.3 If you were supplied with *electricity* by us or another *retailer* immediately before the commencement of the supply of *electricity* under this *Contract*:
  - (1) in the case of a *new occupant supply arrangement*, for a period of 14 days or less; or
  - (2) in the case of an *exempt last resort arrangement*, for a period of one month or less,

then you are liable to pay Origin Energy under this *Contract* for that period of supply unless you have paid another *retailer* for supply during that period.

- 5.4 You must pay us all applicable GST in accordance with clause 7.
- 5.5 You are not liable to pay any charge under this *Contract* unless the amount of, or basis for calculating that amount, is set out in this *Contract*.
- 5.6 We may vary any charge under this *Contract* from the date specified in a *notice*.
- 5.7 Charges payable by you for the supply of *electricity* are based on your measured or estimated consumption during a billing period.
- 5.8 We will reconcile any charges paid by you with the consumption of *electricity* measured.
- 5.9 If you wish to be converted to an off-peak tariff we will arrange an off-peak conversion and we will charge you a fee in accordance with the *law*.

## **6. Billing and Payment**

### **6.1 Billing and payment**

- (1) We will send you a bill at least once each quarter for:
  - (a) the *electricity* we sell to you;
  - (b) the *customer connection services* we have arranged for you; and
  - (c) any other related services we provide or charges payable under this *Contract*.

### **6.2 Payment**

- (1) The due date for payment of a bill we issue you for the first time will be at least 12 *business days* after the date on which it is sent out to you.
- (2) Where you are liable to pay us for *electricity* or other goods or services under clause 5.1 or any other charges, you must pay us in accordance with our *Retail Price List*.
- (3) Where you are liable to pay us any amount under clause 5.2, you must pay us that amount.
- (4) We must ensure that the prices contained within our *Retail Price List* are consistent with any applicable regulatory determinations and will advise you of our current *electricity* prices as requested.
- (5) If you are a *small retail customer* and we supply you with other goods or services in addition to

arranging *customer connection services* or supplying *electricity* under this *Contract*, we must apply any payments received from you firstly towards payment of *electricity* related charges (that is, *customer connection services* and *electricity* supply services), unless otherwise directed by you.

### **6.3 Variation during a billing period**

- (1) The charges for *electricity* sold to you, may (consistent with applicable laws) be varied by us from time to time without your consent.
- (2) If the charges for the sale of *electricity* change during a billing period, the charges for *electricity* supplied during the billing period:
  - (a) your bill will be based on your consumption for the whole period allocated on a pro rata basis according to the number of days in the period that each relevant charge was applicable; and
  - (b) the charges for each period will be listed separately on your bill.
- (3) A variation in the charges for supply of *electricity* or any other goods or services provided by us under this *Contract* has no effect, and may not be imposed, unless a *notice* setting out particulars of the variation is first:
  - (a) published by us in a newspaper or newspapers circulating throughout New South Wales or the area in which the variation is to take effect and on our internet site, or
  - (b) in relation to *electricity* sold only to a particular customer or group of customers, is served on the customer or group of customers.
- (4) The particulars to be set out in any such *notice* must:
  - (a) specify the date on or after which the variation is to take effect being a date that is later than the date the *notice* is published or served; and
  - (b) include a statement of the new rates or the amount of the variation.
- (5) The *notice* may have general application or may be limited in its application by reference to specified exceptions or factors.
- (6) The variation will not operate retrospectively.

## **6.4 Paying your bill**

- (1) You must pay us the amounts set out in the bill we send you by the due date for payment specified in the bill. If there is an error in any bill and we send you a corrected bill in accordance with clause 6.6, you must pay the corrected bill by the due date for payment specified in the corrected bill.
- (2) You must pay your bill by any one of the following options:
  - (a) in person by cash, cheque or credit card at any customer service centre or authorised agency;
  - (b) by BPay;
  - (c) by Centrepay deduction;
  - (d) by post by means of cheque;
  - (e) by telephone or internet using a credit card;
  - (f) by direct debit from a cheque, savings or credit card account; or
  - (g) any other method of payment set out in any bill we send to you.
- (3) We will not impose any charge in connection with or resulting from a method of payment used by you and listed in clauses (a) to (g) above.
- (4) You may make payments in advance.

## **6.5 Late or dishonoured payment**

- (1) If your payment by cheque is dishonoured we may charge you a fee in accordance with the *law*.
- (2) If you do not pay the total amount referred to in a bill by the due date for payment specified in the bill, we may report you to a credit reporting agency in accordance with clause 1.5(2)(d) and may charge you, in accordance with the *law*:
  - (a) a late payment charge;
  - (b) any costs associated with recovering the unpaid amount; and
  - (c) interest on the unpaid amount calculated at the *interest rate* from the date when payment was due until the date the payment is made in full.
- (3) If your bill remains unpaid after the date due for payment specified in your bill we may discontinue the sale of *electricity* to you in accordance with Section 10 of this *Contract*.

## **6.6 Errors in bills**

- (1) You may request that we review a bill if you think there is an error in the bill. If we agree that there is an error in the bill, we will send you an adjusted bill.
- (2) If we find that there is an error in a bill we have sent to you we will correct the error by amending your next bill (consistent with any applicable *laws*).

## **6.7 Meter testing**

- (1) If we determine that a bill or amount is correct on a review of a bill requested by you, you may request that the meter be tested in accordance with any *law, market operations rules, codes* or standards.
- (2) We may request that you pay in advance the reasonable cost of testing the meter. We are not required to test the meter if you refuse to pay the amount in advance.
- (3) If the meter is found to be inaccurate we must refund any amount paid by you in advance and you are not liable to pay the cost of testing the meter.

## **6.8 Adjustment of accounts**

- (1) Where you have been undercharged
  - (a) If on a review of a complaint, or at any other time, we determine that you have been charged less than the amount that you should have been charged under this *Contract*, we may recover from you the additional amount that should have been charged.
  - (b) However, we may not recover an amount payable in respect of a period that is more than 12 months before the date on which we notify you of our determination.
  - (c) The amount to be recovered will be listed separately, and explained, on a bill issued to you and we will not charge you interest on that amount unless you have not paid that amount by the date for payment specified on that bill.
  - (d) If you request it, we will give you a period of time to pay the amount to be recovered that is at least equal to the period during which the undercharging occurred.
- (2) Where you have been overcharged
  - (a) If on a review of a complaint, or at any other time, we determine that you have been

charged more than the amount that you should have been charged under this *Contract*, and the amount overcharged exceeds \$25, we will:

- (i) inform you no later than 10 *business days* after becoming aware of the overcharging;
  - (ii) reimburse any overcharged amount paid by you in accordance with your instructions or, if no instructions are given, credit the amount to you in the next bill issued to you; and
  - (iii) pay interest to you on any overcharged amount paid by you at the *interest rate*.
- (b) If the amount overcharged and paid by you does not exceed \$25, we will:
- (i) credit the amount to you in the next bill issued to you; and
  - (ii) credit interest on any overcharged amount paid by you at the *interest rate*.

## **6.9 Information contained in your bill**

- (1) The information to be included in a bill issued by us under this *Contract* must include the following:
- (a) your name and bill number, the address of your *premises* and any relevant mailing address,
  - (b) your National Metering Identifier and checksum, prominently displayed,
  - (c) the dates on which the billing period began and ended,
  - (d) the total charges to be paid by you,
  - (e) the charges payable for services provided or arranged by us,
  - (f) the date by which the bill must be paid,
  - (g) the amount of any arrears and the due date for payment of the arrears,
  - (h) the amount of any credit received,
  - (i) any amount deducted, credited or received under:
    - (i) any named Government funded rebate or relief scheme, or
    - (ii) any payment plan operated by us,

- (j) the methods by which the bill may be paid,
  - (k) the name of, and details of the availability of, any Government funded rebate or relief scheme,
  - (l) contact details for our bill and payment enquiries service and a 24 hour contact phone number for faults and difficulties,
  - (m) in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek and Spanish, and any other language approved by the supplier after consultation with any relevant customer consultative group), information about the availability of interpreter services for the languages concerned and telephone numbers for the services,
  - (n) the particulars of meter readings for the period,
  - (o) the estimated or measured quantity of *electricity* supplied in kilowatt hours,
  - (p) particulars of any retail tariff codes and rates of charges applicable to the supply of *electricity* of each category supplied,
  - (q) particulars of the quantity of *electricity* of each category supplied during the billing period or estimated to have been supplied during the period,
  - (r) particulars of the average daily consumption of all *electricity* supplied during the billing period in respect of that bill (expressed in kilowatt hours), and
  - (s) if a bill was rendered by us for the *premises* for the corresponding billing period during the previous year, particulars of the average daily consumption during that previous billing period.
- (2) We will include in the bill particulars of the components of charges that are network charges or the amount of any security held by us, if requested to do so by you.
- (3) If you request information about the current status of your bill or account or information about meter readings and meter registrations connected with a bill, we will supply you the information within a reasonable time of receiving your request. We will provide you the information free of charge but may

charge you for the reasonable costs of collecting and releasing information that relates to meter registration on a half-hourly basis.

- (4) If you are a *small retail customer* and you request us to provide you with copies, or information about, previous bills issued by us to you, we will do so within a reasonable time of receiving the request. We will provide you with copies free of charge but we may charge you for the reasonable costs of obtaining and supplying copies of a bill if:
- (a) the billing period occurred more than two years before the request; or
  - (b) we provided you with copies or information within the previous 12 months.
- (5) We may provide copies of bills, or billing information, to a person other than you only if you consent in writing.

#### **6.10 Estimated bills**

- (1) If we find that:
- (a) metering equipment located at your *premises* has ceased to register or has ceased to register correctly (having an error greater than +/- 2%, or such other percentage prescribed by *law*), the quantity of *electricity* supplied; or
  - (b) *electricity* has been supplied without passing through such metering equipment,
- then we may estimate the total quantity of *electricity* supplied to you for any period of up to six months before the meter was last read. In these circumstances you must pay us, or you will be entitled to be paid a rebate (as the case may be), for the *electricity* sold on the basis of the estimate.
- (2) The estimated bill will be based on your historical meter data or, if we do not have that data, the average daily consumption for the same class of customer supplied by us, calculated for the period covered by the bill.
- (3) If we or a person on our behalf is unable to obtain access to your metering equipment for the purpose of determining the quantity of *electricity* supplied, we must ask you to elect to:
- (a) pay an amount estimated in accordance with this clause 6.10 and have that amount reconciled on your next bill; or

- (b) pay an amount based on a determination by us after obtaining access to the metering equipment.
- (4) Nothing in this clause prevents us and you from agreeing that you are to pay an amount based on information provided by you as to the amount registered by the meter in respect of that period.

## **7. GST**

### **7.1 In this clause:**

- (1) An expression or word used in this clause which has a particular meaning in the *GST Law*, or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
  - (2) A reference to *GST* payable by a party includes any corresponding *GST* payable by the representative member of any *GST* group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any *GST* group of which that party is a member.
- 7.2 Unless *GST* is expressly included, any amount payable under this *Contract* for any supply made under or in connection with this *Contract* does not include *GST*.
- 7.3 To the extent that any supply made under or in connection with this *Contract* is a taxable supply, the *GST* exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which *GST* is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.
- 7.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of *GST* paid on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the *GST* paid by you:
- (1) we must provide a refund or credit to you, or you must pay a further amount to us, as appropriate, at the same time as the *GST* exclusive component of the adjustment is refunded or paid;

- (2) the refund, credit or further amount (as the case may be) will be calculated by us in accordance with the *GST Law*; and
- (3) we must notify you of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of *GST* payable. If there is an adjustment event in relation to the supply, our requirement to notify you will be satisfied by us issuing to you an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

7.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of *GST* paid or payable in respect of any supply made under or in connection with this *Contract*.

7.6 If a payment to a party under this *Contract* is a payment by way of reimbursement or indemnity and is calculated by reference to the *GST* inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for *GST* pursuant to clause 7.3.

## **8. Providing a Security Deposit**

8.1 We may at our discretion require you to provide *security* for payment of your bills up to the amount determined in accordance with relevant *laws*. If we require *security* to be provided, subject to us complying with the relevant *laws*:

- (1) you must deposit with us either the cash amount specified by us, provide a bank guarantee or take out insurance to our benefit which is satisfactory to us;
- (2) any cash deposit will belong to us and we shall be entitled to retain any interest earned on the deposit;
- (3) we may, without prior notice to you, use the *security* to settle any amount owing by you under this *Contract* or under any other contract between us; and

- (4) subject to any relevant pricing determination issued by *IPART*, when this *Contract* ends and all payments required in accordance with this *Contract* have been made by you we will return any remaining part of the deposit.

## **9. Access and your Obligations towards Equipment**

### **9.1 Access to your premises**

- (1) You must provide *authorised officers* with safe and unhindered access to the *premises* during reasonable daylight hours to:
  - (a) read meters;
  - (b) inspect, test, adjust, repair or remove any of the *network service provider's* equipment installed at the *premises*; or
  - (c) exercise any other rights or carry out any other duties set out in this *Contract* or any *law*.
- (2) We will give you reasonable *notice* of our intention to have an *authorised officer* enter your *premises* except:
  - (a) where entry is required in an emergency;
  - (b) where entry is during daylight hours and solely for the purposes of reading meters, inspecting any equipment installed at the *premises* (including meters) to ensure that it complies with the requirements of this *Contract* or any *law* or inspecting electricity poles or other normal operations (including switching) to ensure that it complies with the requirements of this *Contract* or any *law*; or
  - (c) where you or any other owner or occupier of the *premises* has given us permission to enter.
- (3) An *authorised officer* may use reasonable force to gain entry to land (except residential buildings) if specifically authorised by us to do so.
- (4) If an *authorised officer* enters any land for the purpose of making an inspection and, as a result of the inspection, we require any work to be carried out on the land, we may recover the reasonable costs of the entry and inspection from you.

### **9.2 Your responsibility for service equipment**

- (1) You are responsible for the proper care and custody of any metering or other service equipment installed, or arranged to be installed, by us at the

*premises*. You must not do anything which may damage any metering or other service equipment located at the *premises*.

- (2) If any of the *network service provider's* equipment is destroyed, damaged or lost (other than due to our or the *network service provider's* fault) the *network service provider* may require you to pay for its replacement or repair.
- (3) If any equipment is illegally connected the *network service provider* may rectify the connection and charge you a fee in accordance with the *law*.

## **10. Discontinuing and Disconnection of Supply**

### **10.1 Requirement for notice to stop supply**

- (1) You must give us at least 72 hours notice if you want us to stop selling you *electricity* or providing you with, or arranging for you to be provided with, goods or other services.
- (2) If you do not give us the required notice, you will be liable for all charges in respect of the sale of *electricity* and other goods or services provided to you or arranged, such as *customer connection services*, until 72 hours after we become aware of your desire to have our services discontinued or another *retailer* becomes responsible for sale at that *supply address*, whichever is the earlier.
- (3) The requirement under 10.1(2) does not apply if we enter into, or are taken to have entered into, a new customer supply contract in respect of the same *premises*.
- (4) We may require you to pay additional charges on discontinuance of supply, being charges otherwise permitted under the *Electricity Supply Act*, the *regulation* or this *Contract*.

### **10.2 Circumstances when we can stop supply**

- (1) Unless otherwise prohibited by *law*, we may refuse to sell you *electricity* or discontinue our sale of *electricity* to you in any of the following circumstances:
  - (a) if you fail to provide any *security* in accordance with this *Contract*;
  - (b) if you unreasonably refuse or fail to give an *authorised officer* access to the *premises* for any of the purposes specified in this *Contract* or in any *law* or if you obstruct the *authorised*

*officer* in carrying out or attempting to carry out those purposes;

- (c) if a bill remains unpaid after the date due for payment;
  - (d) where the *premises* is permitted to be disconnected in accordance with any *law*; and
  - (e) when this *Contract* ends for any reason.
- (2) If we sell *electricity* to you and you are a *small retail customer* and we discontinue supply on one or more of the above grounds, we will comply with the discontinuance of supply procedures set out in the Guaranteed Customer Service Standards in Schedule 2 and the *regulation*. Otherwise we will give you reasonable notice of our intention to discontinue the sale of *electricity* to you and a reasonable opportunity to remedy the reason for the discontinuance.
- (3) We may discontinue the sale of *electricity* to you if you are reclassified as not being a *small retail customer* only if we give you notice in accordance with clause 10.2(4) and a reasonable time to enter into a customer supply contract.
- (4) Written notice of discontinuance of supply under clause 10.2(3) will be given of the following matters:
- (a) that, if you wish to continue to be supplied with *electricity* at the *premises*, you must arrange supply under a customer supply contract with us or another supplier;
  - (b) whether or not you are entitled to elect to take supply from a standard retail supplier under a *standard form customer supply contract* and, if you are entitled and we are not the relevant standard retail supplier, the name and contact details of *IPART* or that supplier;
  - (c) any charges that you may be liable to pay if you do not arrange supply under a customer supply contract;
  - (d) the circumstances in which we may arrange for discontinuation of supply and the date on or after which the supply of *electricity* to your *premises* may be discontinued.
- (5) We may terminate this *Contract* on the date we discontinue the sale of *electricity* to you.

### **10.3 Circumstances when we cannot stop supply**

- (1) We must not disconnect your *premises*, or request that your *premises* be disconnected from the *distribution system* on grounds arising under this *Contract*:
  - (a) while any application made by you for assistance under:
    - (i) any Government funded rebate or relief scheme that is available to you; or
    - (ii) any payment plan that is available to you and is operated by us is pending, or
  - (b) while any life-support system that relies on *electricity* for its operation is in use at your *premises*.

### **10.4 Interruptions to supply**

- (1) You acknowledge that the physical delivery of *electricity* to your *premises* is controlled by your *network service provider* and is not part of the services provided to you under this *Contract*. Planned and unplanned interruptions to your supply are governed by your *standard form customer connection contract* with your *network service provider*.
- (2) We will use all reasonable and practicable efforts to comply with the requirements for quality and reliability of the supply of *electricity* contained in Schedule 3.

### **10.5 Excusing events**

- (1) If you or we become unable to carry out an obligation imposed under this *Contract* because of an event beyond our respective control, other than an obligation to pay an amount due under this *Contract*, then whichever of you or we are affected by that event will not be required to carry out that obligation until the event that caused the disruption has ceased. Events beyond your or our control may include:
  - (a) a breakdown of plant, machinery or equipment due to adverse weather conditions or any other cause not being a failure by us to comply with good electricity industry standards;
  - (b) acts of God, civil commotion, adverse weather conditions, power shortage;

- (c) strikes or other work force disputes; or
- (d) action or inaction by a government or other competent authority.

## **11. Liability and Warranties**

### **11.1 Effect of legislation**

Notwithstanding any other provision of this *Contract*, nothing in this *Contract* is to be read as excluding, restricting or modifying the application of any legislation which by *law* cannot be excluded, restricted or modified.

### **11.2 Exclusion of implied warranties**

Except as expressly set out in this *Contract*, any representation, warranty, condition or undertaking which would be implied in this *Contract* by *law*, is excluded to the fullest extent permitted by *law*.

### **11.3 Limitation of liability**

The liability of us, if any,

- (1) for a breach of a non-excludable condition or warranty implied by the *Trade Practices Act* in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption; or
- (2) in negligence, in tort, in contract or otherwise;
- (3) is limited, at our option, to:
  - (a) in the case of goods, one of the following – the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods, the payment of the cost of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
  - (b) in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

### **11.4 Statutory immunity**

You acknowledge that the terms of this *Contract* do not represent a waiver by us of, or an agreement to vary or exclude any limitation of our liability under sections 119 or 120 of the *National Electricity Law*.

## **11.5 Limitation of our liability**

Despite any other provision of this *Contract*, to the fullest extent permitted by *law*, we and our employees, agents and contractors are not liable in negligence, in tort, in contract or otherwise to you for:

- (1) any direct losses or damages of any kind suffered by you as a result of any act, omission or breach by us or any of our employees, agents or contractors;
- (2) any consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by you as a result of any act, omission or breach by us or any of our employees, agents or contractors;
- (3) any failure or defect in the supply of *electricity* caused by machinery and equipment breakdown or causes beyond our control;
- (4) any delay in connecting your *premises* to the distribution network;
- (5) any deficiency or defect in the service equipment or any part of the *electricity* supply system;
- (6) any characteristic of the supplied *electricity* (such as the voltage or frequency of *electricity*) which makes it unsuitable for use; or
- (7) an interruption to supply in accordance with this *Contract*.

## **12. Dispute Resolution**

- 12.1 In accordance with section 96 of the *Electricity Supply Act* and Part 5 of the *regulation*, where you are a *small retail customer*, you have a right to appeal a decision by us in respect of any matter relating to this *Contract* or any matter arising out of our conduct acting in the capacity of an electricity marketer or of an agent of ours who is an electricity marketer. Any such appeal or dispute will follow the dispute resolution procedures set out in Schedule 4.

## **13. General Matters**

- 13.1 If you wish us to provide you with any information concerning services provided by us to you under this *Contract*, including meter reading, registrations connected with your account, the status of your account or electricity efficiency, we will provide

such information to you within a reasonable period of time after a request is made. We will provide such information to you free of charge unless the information relates to meter registration on a half hourly or time of day basis (in which case we may charge you for the actual cost of collecting and releasing the information in accordance with any applicable *laws*).

- 13.2 You permit us to provide information concerning the sale of *electricity* or any other information we hold concerning the supply of *electricity* to you to members of the police force, government agencies and any other person we are required to disclose such information to in accordance with any *law* or *code*.
- 13.3 We may use your consumption information for the purposes of customer registration, customer transfer and wholesale settlement of payments in the national electricity market or for any other purposes we are legally required to do so.
- 13.4 Except as required by *law* or as provided for under this *Contract*, we may not disclose any of your personal information to any person unless you have given us consent.
- 13.5 If you are a *small retail customer* you may request us to provide you with a copy of this *Contract* or any part of this *Contract*, the *Retail Price List*, the *Electricity Supply Act*, *regulation* and any documents referred to in this *Contract*. We will provide you with the first copy of any of these documents free of charge and may charge you a reasonable fee for any subsequent copies of these documents. These documents are also available at our website: **[www.countryenergy.com.au](http://www.countryenergy.com.au)**. You may inspect the *Contract*, the *Retail Price List*, the *Electricity Supply Act*, *regulation* and any documents referred to in this *Contract* at our Customer Service Centres free of charge during office hours.
- 13.6 The *law* applicable to this *Contract* is the *law* of New South Wales. We both submit to the jurisdiction of the courts of New South Wales.
- 13.7 Unless otherwise stated, all notices and bills issued under this *Contract* will be sent to the address you have notified to us in writing from time to time. Notices and accounts will be taken to have been delivered:

- (1) in the case of delivery by post, two *business days* after the date of posting; or
  - (2) in the case of fax, on receipt by the sending of a transmission report from the despatching machine showing the relevant number of pages and the correct destination fax machine number and indicating that the transmission has been made without error, unless the recipient notifies the sender within 24 hours of the fax being sent that the fax was not received in its entirety in legible form.
- 13.8 If anything in this *Contract* is unenforceable, illegal or void then it is severed and the rest of this *Contract* remains in force.
- 13.9 If we are required to exercise any discretion under this *Contract* we will do so in accordance with the following priorities:
- (1) to ensure the ongoing safe and efficient supply of *electricity* to you and other electricity users; and
  - (2) to appropriately balance your interests as an electricity user with our legitimate business interests as a *retailer*.
- 13.10 You cannot assign or novate your rights or obligations under this *Contract* without obtaining our prior written consent.
- 13.11 We may assign our rights or transfer our obligations under this *Contract* without your consent to a person who acquires all or a substantial portion of the assets of Origin's business of retailing *electricity*.

## **14. Retailer of Last Resort Supply Arrangements**

### **14.1 Involuntary transfer**

- (1) You may transfer or be transferred as a *customer* to another *retailer*, if *last resort supply arrangements* are implemented with respect to you.
- (2) We are not entitled to be paid any compensation or other payment by you in respect of any such transfer, including the cost incurred by us in relation to the transfer.

### **14.2 The following clauses apply if we are your *retailer of last resort*:**

- (1) We may require you to pay a last resort supply fee as prescribed by *IPART* (and not exceeding \$50)

which we may include in the next bill we send you, if immediately before the transfer to us you received retail supply under a *negotiated customer supply contract*.

- (2) We are authorised to discontinue the supply of *electricity* under an *exempt last resort arrangement* only if a period of three months has elapsed since the commencement of the *last resort supply arrangements* or if you:
  - (a) fail to provide any *security* required by us for the payment of any charge, or
  - (b) fail to pay our bill by the due date, or
  - (c) refuse or fail to give an *authorised officer* access to any *premises* supplied with *electricity* by us in accordance with any right to access provided for in the *Electricity Supply Act* or *regulation*, or
  - (d) have obstructed the *authorised officer* in relation to any act, matter or thing done or to be done in carrying out any function under the *Electricity Supply Act* or *regulation*.
- (3) We must not discontinue the supply of *electricity* to *premises* on a ground referred to in subclauses 14.2(2)(a) - (d) unless we have:
  - (a) in the case of *premises* owned or occupied by a *small retail customer*, complied with the requirements of the terms and conditions applicable to the supply of *electricity* under the *last resort supply arrangement* and the *regulation*, or
  - (b) in any other case, given you reasonable *notice* of our intention to discontinue supply to the *premises* to allow you a reasonable opportunity to remedy that ground.
- (4) We must not discontinue the supply of *electricity* to *premises* on the ground that a period of three months has elapsed since the commencement of the *last resort supply arrangements* unless we have given you reasonable notice of our intention to discontinue supply to the *premises* to allow you a reasonable opportunity to enter into a customer supply contract.
- (5) Nothing in this clause affects the right to interrupt continuous supply under this *Contract*.

- (6) Nothing in this clause affects any right or obligation to refuse to supply, or to discontinue supply, arising from the operation of the *Electricity Safety Act* or the *Electricity Safety Regulation*.

## **15. countrygreen® Product Offer**

- 15.1 We will make you an offer to supply you with a *countrygreen®* product in accordance with the *Electricity Supply (General) Amendment (Renewable Energy Sources) Regulation 2006* and as provided for in Schedule 6 of this *Contract*.

# **Schedule 1**

## **Electricity Supply Act**

### **The *Electricity Supply Act*:**

- (1) governs network operations and supply of *electricity* in the retail market. It requires retailers such as ourselves to have certain licences and authorisations to enable them to participate in the retail market for *electricity*. We have a *retailer's* licence under the *Electricity Supply Act* which permits us to sell *electricity* to you;
- (2) requires a *retailer* to prepare a *standard form customer supply contract*;
- (3) gives persons who own or occupy *premises* within a *distribution network service provider's distribution district* a right to the provision of *customer connection services* to those *premises*;
- (4) requires a *retailer* (such as ourselves) to form a customer consultative group to act as a forum for consultation between the *retailer* or *network service provider*, and its customers; and
- (5) prohibits a number of matters including theft of *electricity*, interference with electricity meters and distributor's seals and unauthorised connections. The *Electricity Supply Act* also generally prohibits a person from charging for the resupply of *electricity* supplied to that person under the *Electricity Supply Act*.

### **The *regulation*:**

- (1) specifies the minimum information that must be contained in a bill issued under a customer contract including total charges, due date of payment and

- contact details for the licence holder's bill and payment enquiries service;
- (2) outlines the procedure to be followed where a *customer* has been undercharged or overcharged;
  - (3) outlines the procedure to be followed where the supplier must estimate the quantity of or demand for *electricity* supplied, for instance when *electricity* has been supplied without passing through metering equipment;
  - (4) contains provisions applying to *retailer of last resort arrangements*;
  - (5) contains requirements relating to service standards dealing with matters such as quality of service, reliability of service and response to customer enquiries.

## Schedule 2

### Guaranteed Customer Service Standards

The following Guaranteed Customer Service Standards comply with the requirements imposed under the *Electricity Supply Act* with respect to customer services. Origin must comply with these Guaranteed Customer Service Standards and may be required to pay you if it fails to do so.

#### Telephone hotlines

We have a telephone hotline that operates 24 hours a day, seven days a week.

If you want to give notice of, or be supplied with information regarding faults and difficulties in electricity works, then call **13 20 80\***

For any account or customer connection service enquiries, please telephone **13 23 56\*** during business hours.

\* For the cost of a local telephone call. Calls from mobile phones may be charged at higher rates.

#### Punctuality in keeping appointments

It is important to us that we honour our appointments.

If we make an appointment with you or your representative we aim to be on time. Where unforeseen circumstances require us to reschedule, we will notify you as soon as

possible and if we are more than 15 minutes late we will credit your account by \$25.

## **No discontinuation of supply except after due notice**

1. Where we are authorised to discontinue *electricity* supply to you (other than for planned and unplanned interruptions under your *standard form customer connection contract* with your *network service provider*) on grounds arising under the *Contract*, the *Electricity Supply Act* or any *regulation* made under the *Electricity Supply Act*, we must not take such action (including requesting disconnection of supply) unless we have:
  - (a) sent you at least two written notices of our intention to do so, the second notice being sent no earlier than one week after the first notice; and
  - (b) made reasonable attempts to deal with you in person or by telephone, whether before or after sending any such notice, for the purpose of assisting you to do whatever is necessary to remove the grounds referred to in our notice.
2. In any notice referred to in clause 1(a), and in any dealings referred to in clause 1(b), we must:
  - (a) specify the grounds authorising us to take the action proposed;
  - (b) indicate the date on or after which the supply to your *premises* may be discontinued if those grounds are not removed, being a date occurring no earlier than 14 days after the first such notice is sent;
  - (c) advise you of:
    - (i) your rights under Part 2 of Schedule 2 to the *regulation*; and
    - (ii) any rights that you may have to have the complaint or dispute referred to the Energy and Water Ombudsman of New South Wales for resolution; and
  - (d) if the grounds authorising us to take the action proposed include your failure to make due payment of money owed to us with respect to the provision of *customer connection services* or the supply of *electricity*, advise you of:

- (i) any Government funded rebate or relief schemes that are relevant to you; and
- (ii) any payment plan operated by us; and
- (iii) if you have applied for assistance under any payment plan operated by us by the date indicated by us as the date by which you must make an application, of the outcome of such application on or before the second written notice given under clause 1(a).

3. If all other attempts under clause 1(b) to deal with you have been unsuccessful, we must make at least one further attempt to deal with you in person or by *telephone outside of business hours*.
4. We agree to document any action we take under clause 1(a) or clause 3.
5. We will not take action of the kind referred to in clause 1:
  - (a) until after the date specified in accordance with clause 2(b) in the notices referred to in clause 1(a); or
  - (b) subject to paragraph 5(a), if before that date you make a request that the complaint (being a complaint that is covered by an approved electricity industry ombudsman scheme) be referred for resolution by the Energy and Water Ombudsman of New South Wales, until the date occurring three *business days* after the date on which the complaint is so referred, and, in any case, must not take any such action if, before the date last referred to in paragraph (b), the Energy and Water Ombudsman directs that such action not be taken.
6. We will not discontinue *electricity* supply for failure to make due payment of money owed to us if you apply before the date specified in 5(b) for assistance under any payment plan operated by us. We may discontinue *electricity* supply if you fail to make due payment of money in accordance with the payment plan operated by us or are assessed by us to be ineligible for the assistance under any such payment plan.

7. Please be aware that if you are not a *small retail customer* who owns or occupies residential premises, nothing in this standard requires us to offer you a payment plan.
8. Nothing affects any right or obligation to disconnect the *premises* arising from the operation of the *Electricity Safety Act* or the *Electricity Safety Regulation*.

### **Notice to be given to customer after disconnection**

If your *premises* is disconnected from a *distribution system* at our request, we must give you a notice to the effect that the *premises* has been disconnected, including the following information:

- (a) the grounds on which the *premises* were disconnected from the *distribution system*;
- (b) a telephone number to contact for the purpose of enabling you to discuss the matter with us;
- (c) the arrangements that you will need to make for the reconnection of the *premises* to the distribution system, including any costs payable by you in relation to reconnection; and
- (d) the dispute resolution procedures that are available to you.

We must promptly notify the *network service provider* of any request for reconnection to the *distribution system* by you, if you become entitled to be reconnected.

### **Discontinuance of supply at customer's request**

Nothing in these Guaranteed Customer Service Standards prevents us from discontinuing the supply of *electricity* to the *premises* in accordance with your request.

### **Payments of compensation arising under Guaranteed Customer Service Standards**

Any payments made in accordance with the standards set out above will be credited to your customer account, will not be paid in cash or by cheque and are not an admission of any form of liability.

# Schedule 3

## Other Standards of Service

We propose to provide the following additional minimum standards of service:

### Quality of services

We will use reasonable and practical efforts to provide you with a quality of service and *electricity* supply consistent with good electrical engineering practice. The quality of service standards of your *electricity* supply are dealt with in the *standard form customer connection contract* and the publication titled “Electricity Supply Standard”.

The ways in which other customers use *electricity* and the exposure of the distribution network to external interference may also affect the quality of *electricity* supply to you.

It is your responsibility to protect the equipment that you use from changes in the quality of *electricity* we supply to you. If you believe there is a problem with the quality of supply of *electricity*, or if quality of supply is especially important to you or to equipment that you use, please let us know. We may be able to recommend ways that you can obtain the quality of supply that you require.

### Reliability of services

We will use reasonable and practical efforts to provide you with safe and reliable service and *electricity* supply. We cannot, however, guarantee that *electricity* will be supplied to you without interruption.

The reliability standards of your *electricity* supply are dealt with in the *standard form customer connection contract* and the publication titled “Electricity Supply Standard”.

### Response to customer enquiries

If you telephone us we will identify ourselves, provide accurate and helpful information and seek to respond to your enquiry immediately. If we are not able to answer your query immediately, we will take your contact details and provide a response as soon as possible, usually within one *business day*.

If you write to us we will provide an interim or complete response within three *business days*. If we send you an interim response it will inform you of when you will receive

a final response and who is responsible for responding to your letter or e-mail.

### **Commencement of services or work**

Where an enquiry from you results in an application by you for the commencement of services or work we will contact your distribution *network service provider* within two hours from the time your request is received (or within such other period consistent with the requirements of the *market operations rules*) and arrange for your distribution *network service provider* to commence the services or work within the period specified in the *standard form customer connection contract*.

### **Commencement of services or work to remedy a disruption in the service**

Where we become aware of a disruption to the supply of *electricity* or other services provided under this *Contract*, we will arrange for your distribution *network service provider* to commence work to remedy that interruption within the period specified in its *standard form customer connection contract*.

### **Period of notice to carry out work that will disrupt the service**

Where we become aware of the requirement to undertake any work (other than emergency work) that will disrupt the services provided to you under this *Contract*, we will arrange for your distribution *network service provider* to provide you with notice in accordance with the period specified in its *standard form customer connection contract*.

### **Government funded rebate or relief scheme**

The NSW Government has established an Energy Rebate scheme to assist in ensuring that energy remains affordable for pensioners and certain Health Care Card holders.

It has also established the Life Support Electricity Rebate scheme to assist in ensuring that *electricity* remains affordable and available for customers who use life-support equipment at home.

The Energy Accounts Payment Assistance (EAPA) scheme has been established to assist financially disadvantaged people experiencing difficulty paying their electricity bill because of a crisis or emergency situation. The scheme

ensures people stay connected to essential services during a financial crisis. This scheme is not available on an ongoing basis. As these rebate and relief schemes change from time to time you may contact us for details.

## **Payment plans**

We operate various payment plans to assist customers experiencing financial problems including:

- Country Support which helps our customers in times of hardship, with long-term payment solutions – not just short-term fixes; and
- EasyPay which allows customers to pay their energy account regularly, in even instalments, directly from their bank account or by automatic deduction from their Centrelink benefits.

As these plans change from time to time as do a customer's personal circumstances you may contact us for further details.

## **Schedule 4**

### **Dispute Resolution**

#### **1. Complaint by you**

1.1 You may appeal a decision made or make a complaint about an act of omission by us in relation to any matter arising under this *Contract* or any matter arising out of our conduct acting in the capacity of an electricity marketer or of an agent of ours who is an electricity marketer (Complaint):

- (1) orally within 28 days; or
- (2) in writing, stating the basis of the complaint served on us no later than 28 days after:
  - (a) you receive written notice of a decision under this *Contract*; or
  - (b) the date of the relevant act or omission, that gives rise to the Complaint.

#### **1.2 Consideration of your complaint by us**

- (1) After considering a complaint about a decision, we may:
  - (a) determine that the decision is to stand; or
  - (b) determine to vary or revoke the decision.

- (2) After considering a complaint about any act or omission, we may:
  - (a) determine to take certain action in relation to the complaint; or
  - (b) determine not to take any action in relation to the complaint.
  
- (3) As soon as practical after we make our determination under 1.2(1) or 1.2(2), (Determination) we must give written *notice* to you:
  - (a) of the Determination, together with the reasons for the Determination; and
  - (b) if the Determination is to vary the decision, the manner in which the decision is to be varied; and
  - (c) if the Determination is to take action, details of that action; and
  - (d) of the rights available to you under this *Contract*, the *Electricity Supply Act* and the *regulation*; and
  - (e) of the circumstances in which you may become liable for costs under this *Contract*.
  
- (4) If we fail to give such a notice within 10 *business days* after the Complaint is made, we will be taken to have determined that:
  - (a) our decision is to stand (in the case of a complaint against a decision); or
  - (b) no action is to be taken (in the case of any other complaint).

### **1.3 Referral to the Ombudsman**

- (1) Subject to clause 1.4, if you are dissatisfied with a Determination by us, you may apply directly, or ask us to apply on your behalf, to the Energy and Water Ombudsman of New South Wales to review our Determination.
  
- (2) We will comply with any direction given by, and abide by the decision of, the Energy and Water Ombudsman in relation to any complaint by you that is covered by the Energy and Water Ombudsman Scheme.

You can contact the Energy and Water Ombudsman of New South Wales on:

Freecall: **1800 246 545**

Freefax: **1800 812 291**

Mail: **Reply Paid K1343, Haymarket NSW 1239**

E-mail: **omb@ewon.com.au**

#### **1.4 Queensland customers**

- (1) If you are a Queensland Customer, you may refer a dispute you have with us to the Queensland Department of Mines and Energy, the Queensland Competition Authority or the Queensland Energy Ombudsman under the *Electricity Act 1994* (QLD) or the *Energy Ombudsman Act 2006* (QLD).

## **Schedule 5**

### **Definitions**

In this *Contract*, unless the context otherwise requires, the expressions “we”, “us”, “our” and “Origin” means Origin Energy Electricity Limited ABN 33 071 052 287 and “you” means you, the customer, and the following expressions have the following meanings:

**authorised officer** means a person, whether or not the person is our employee, who is appointed by us to be an *authorised officer* under section 94 of the *Electricity Supply Act* or an equivalent *law* in another jurisdiction.

**business day** means a day which is not a Saturday, Sunday or public holiday.

**codes** means the *National Electricity Rules*, as well as other *codes* of practice (including those published by the Electricity Supply Association of Australia) which we are obliged by *law* to comply with.

**Commercial Arbitration Act** means the *Commercial Arbitration Act 1984* (NSW).

**Contract** means this document (which contains the terms and conditions upon which we agree to supply you with *electricity* and any other associated goods or services).

**Country Energy Network** means the separate business conducted by Country Energy or its successor’s in its capacity as a distribution network service provider under the *Electricity Supply Act*.

**countrygreen® GreenPower** refers to any of our environmental initiatives including GreenPower products that source a component of a customer's electricity consumption from accredited GreenPower sources. *countrygreen®* prices can be obtained in the *Retail Price List* published on our website as amended from time to time.

**customer** means you, being a customer that is not being supplied with *electricity* under a *negotiated customer supply contract*.

**customer connection services** means:

- the connection of the *premises* to the *distribution system* to allow *electricity* to be supplied to you; and
- any agreed increase in the maximum capacity of the existing connection to the *distribution system* at the *premises*; and
- the maintenance of the capability for *electricity* to be supplied to the *premises* from the *distribution system*.

and any other connection services as that term is defined in the *National Electricity Rules*.

**distribution district** means the Country Energy Network or its successor's distribution district as described in Schedule 3 of the *Electricity Supply Act*.

**distribution system** means the electricity power lines and associated equipment and electricity structures that are used to convey and control the conveyance of *electricity* to the *premises* of wholesale and retail customers, or to convey and control the conveyance of *electricity* to, from and along the rail network electricity system, but does not include a transmission system.

**electricity** means *electricity* which is available for supply to you at the *premises*.

**Electricity Safety Act** means the *Electricity (Consumer Safety) Act 2004* (NSW) as in force from time to time.

**Electricity Safety Regulation** means the *Electricity Supply (Safety and Network Management) Regulation 2002* (NSW) as in force from time to time.

**Electricity Supply Act** means the *Electricity Supply Act 1995* (NSW) as in force from time to time.

**exempt last resort arrangement** means an electricity supply arrangement exempted from the operation of section 98 of the *Electricity Supply Act* under clause 68(2) (f) of the *regulation*.

**GreenPower** is accredited renewable energy supplied under the National GreenPower Accreditation Program and audited and administered by the NSW Department of Energy, Utilities and Sustainability.

**GST** means Goods and Services Tax as defined in *GST Law*.

**GST Law** means GST Law as defined in the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time or any replacement or other relevant legislation and regulations.

**interest rate** means the rate at which interest may be charged on a judgment debt prescribed under section 101 of the *Civil Procedure Act 2005* (NSW) or a lesser rate as we advise you in writing from time to time.

**IPART** means the Independent Pricing and Regulatory Tribunal, constituted under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW) and its successor.

**last resort supply arrangements** means the electricity supply arrangements applicable under the plan required to be prepared and maintained by a *retailer of last resort* under clause 58 of the *regulation*.

**law** means all laws of the Commonwealth and of New South Wales, including statutes, regulations, licences, authorisations and codes as well as any determinations of any governmental agency or Ministerial orders or directions under such laws applying from time to time relating to the services provided to you in this *Contract*.

**market operations rules** means any rules (as amended or replaced from time to time) approved by the Minister under section 63C of the *Electricity Supply Act*.

**maximum allowable amount** has the meaning given to that term in the *Electricity Supply Act*.

**metering installation** has the meaning given to that term in the *National Electricity Rules*.

**metering services** means the installation, maintenance and reading of the *metering installation*.

**National Electricity Law** means the National Electricity Law as scheduled to the *National Electricity (South Australia) Act 1996* (SA) applying in New South Wales by virtue of section 6 of the *National Electricity (New South Wales) Act 1997* (NSW) as in force from time to time.

**National Electricity Rules** means the National Electricity Rules as published by the Australian Energy Market Commission from time to time under the *National Electricity Law*.

**negotiated customer supply contract** means a contract entered into under Division 2 of Part 4 of the *Electricity Supply Act*.

**network service provider** means a network service provider that is responsible under the relevant law for providing *customer connection services* in respect of the *premises*.

**new occupant customer** means any person who immediately before the start of this *Contract* was being supplied by us under a *new occupant supply arrangement* in accordance with the *regulation*.

**new occupant supply arrangement** means an electricity supply arrangement exempted from the operation of section 98 of the *Electricity Supply Act* under clause 68 (2) (e) of the *regulation*.

**notice** means a notice published by us in a daily newspaper circulating throughout either New South Wales or the district within which the *premises* is located.

**premises** includes any building or part of a building, any structure or part of a structure, any land (whether built on or not) and any river, lake or other waters.

**Queensland Customer** means a customer whose supply address is located in Queensland and is covered by Special Approval No. SA21/98 (or a subsequent special approval issued to Origin which covers similar subject matter) as issued by the Queensland Department of Mines and Energy.

**recognised document** means a code or document approved in writing by the Director-General of the Ministry of Energy and Utilities, or its successor, *notice* of which has been given in a newspaper circulating throughout the State.

**regulation** means the *Electricity Supply (General) Regulation 2001* (NSW) as in force from time to time.

**Retail Price List** means the Retail Price List published on the website **[www.countryenergy.com.au](http://www.countryenergy.com.au)** as amended from time to time.

**retailer** means a person who holds a retail supplier's licence under the *Electricity Supply Act* and who supplies you with *electricity*.

**retailer of last resort** means a supplier to whose supplier's licence is attached a *retailer* of last resort's endorsement.

**retailer of last resort arrangement** means the arrangements set out in Part 7 of the *regulation*.

**retailer of last resort customer** means a customer to whom we are required to supply *electricity* under the provisions of the *regulation*.

**security** means the deposit of the amount required by us under Section 8 whether by cash, the provision of a bank guarantee (or establishment of an insurance policy in our name). This amount is to be dealt with in accordance with section 8.

**settlement period** means 1 January to 31 December every year.

**small retail customer** means a *customer* who consumes less than the prescribed amount of *electricity* per annum at a *premises* under section 92 of the *Electricity Supply Act* (or as determined by *law* from time to time).

**standard form customer supply contract** means a contract entered into under Division 3 of Part 4 of the *Electricity Supply Act*.

**standard form customer connection contract** means a contract entered into under Division 2 of Part 3 of the *Electricity Supply Act*.

**supply address** means the address (or addresses) at which you wish us to arrange for the sale of *electricity*.

**Trade Practices Act** means the *Trade Practices Act 1974* (Cth) as in force from time to time.

**transfer date** means the date specified under the *retailer of last resort arrangements*.

## Schedule 6

### countrygreen® Product Suite

#### 1. Offer of a countrygreen® GreenPower product

1.1 We may offer you a *countrygreen® GreenPower* product (either verbally or in writing) in accordance with the *Electricity Supply (General) Amendment (Renewable Energy Sources) Regulation 2006*.

1.2 This offer applies to this *Contract*.

#### 2. Acceptance of a countrygreen® GreenPower product offer

2.1 You may accept an offer under clause 1 in the manner required by us and within the required time period specified by us.

2.2 If you have accepted an offer under clause 1, you will become a *countrygreen*<sup>®</sup> *GreenPower* customer on the date specified by us at the time of making the offer.

2.3 You must pay the relevant *countrygreen*<sup>®</sup> *GreenPower* price specified in the *Retail Price List* and in accordance with the terms of this *Contract*.

### **3. Discontinuation of supply from *countrygreen*<sup>®</sup> *GreenPower* products**

3.1 In accordance with clause 10 of this *contract* if you no longer wish to be a *countrygreen*<sup>®</sup> *GreenPower* customer, you must give us at least 72 hours notice (either verbally or in writing) that you wish to cease being a *countrygreen*<sup>®</sup> *GreenPower* customer.

3.2 You will cease to be a *countrygreen*<sup>®</sup> *GreenPower* customer no later than five *business days* after the day on which we were notified.

### **4. Rights and benefits in respect of *countrygreen*<sup>®</sup> *GreenPower* products**

4.1 Any rights or benefits whether arising now or in the future in respect of any *countrygreen*<sup>®</sup> *GreenPower* product will be retained by us.

4.2 You agree that you do not have any entitlement to those rights.

4.3 Such rights may include, by way of example, rights, credits, or other benefits arising under Australian or international carbon trading or greenhouse gas reduction schemes.

### **5. General matters**

5.1 In the event that we are unable to match the *GreenPower* demand with supply over the *settlement period* we will adjust your account in accordance with the provisions outlined in clause 6.8 (2) of this *Contract*.

## Customer Service Centres

**Albury**  
621 Dean Street

**Armidale\***  
Galloway Street

**Balranald**  
90 Market Street

**Batemans Bay**  
Shop 7  
Bay Centre Plaza  
Orient Street

**Bathurst**  
151–153  
George Street

**Bega**  
219–221  
Carp Street

**Broken Hill**  
13 Chloride Street

**Coffs Harbour\***  
102 Thompsons  
Road

**Cooma**  
138 Sharp Street

**Cowra**  
Shop 12  
Calare Building  
Kendal Street

**Deniliquin**  
26 Napier Street

**Dubbo**  
168 Macquarie  
Street

**Forbes**  
91 Lachlan Street

**Forster**  
16 Breese Parade

**Goulburn**  
148 Auburn Street

**Grafton**  
17 Prince Street

**Griffith**  
310 Banna Avenue

**Gulgong**  
102 Herbert Street

**Hay**  
81 Lachlan Street

**Hillston**  
151 High Street

**Inverell\***  
Burtenshaws Road

**Leeton**  
19 Pine Avenue

**Lismore**  
81–83  
Molesworth Street

**Moree**  
223 Balo Street

**Moruya**  
210 Araluen Road

**Mudgee**  
102 Church Street

**Narrabri\***  
1 Logan Street

**Narrandera**  
113 East Street

**Oberon**  
157 Oberon Street

**Orange**  
187 Summer Street

**Parkes**  
Cnr Church and  
Clarinda Streets

**Port Macquarie**  
140 Lake Road

**Queanbeyan**  
Ground Floor  
City Link Plaza  
30 Morisset Street

**Tamworth**  
Electra Street

**Taree\***  
Whitbread Street

**Trundle**  
Forbes Street

**Tweed Heads**  
39 Sunshine  
Avenue

**Wagga Wagga**  
2/209 Baylis Street

**Wentworth**  
24–26 Darling  
Street

**Young**  
53 Boorowa Street

\* Payment facilities  
unavailable

For more information please contact us on **13 23 56**  
or visit **[www.countryenergy.com.au](http://www.countryenergy.com.au)**

