

# Power Networks

Standard Customer  
Connection Agreement

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# Contents

<b>1.</b>	<b>Parties</b> .....	<b>5</b>
<b>2.</b>	<b>Definitions and interpretation</b> .....	<b>5</b>
<b>3.</b>	<b>Do these terms and conditions apply to you?</b> .....	<b>5</b>
	3.1 These are our terms and conditions .....	5
	3.2 Does this contract apply to you? .....	5
	3.3 What if I need a new connection or Alteration? .....	5
<b>4.</b>	<b>What is the term of this contract?</b> .....	<b>5</b>
	4.1 When does this contract start? .....	5
	4.2 When does this contract end? .....	5
<b>5.</b>	<b>Scope of this contract</b> .....	<b>5</b>
	5.1 What is covered by this contract? .....	5
	5.2 Sale of electricity not covered by this contract .....	5
	5.3 Services and your connection point .....	6
	5.4 Electricity Industry Performance Code .....	6
<b>6.</b>	<b>Your general obligations</b> .....	<b>6</b>
	6.1 Full information .....	6
	6.2 Updating information .....	6
	6.3 Your obligation to comply with electricity laws and our requirements .....	6
	6.4 Life support equipment .....	6
	6.5 Obligations if you are not an owner .....	6
	6.6 Small generators .....	6
	6.7 Large generators .....	6
<b>7.</b>	<b>Wrongful and illegal use of electricity</b> .....	<b>7</b>
	7.1 Illegal use of electricity or interference .....	7
	7.2 Consequences for wrongful or illegal use .....	7
<b>8.</b>	<b>Our liability</b> .....	<b>7</b>
<b>9.</b>	<b>Access to the premises</b> .....	<b>7</b>
	9.1 Your obligations .....	7
	9.2 Our obligations .....	7
<b>10.</b>	<b>Interruption to supply</b> .....	<b>7</b>
	10.1 Network provider may interrupt supply .....	7
	10.2 Planned interruptions (maintenance, repair, etc) .....	8
	10.3 Unplanned interruptions .....	8
	10.4 Your right to information about interruptions .....	8
<b>11.</b>	<b>Our charges</b> .....	<b>8</b>
	11.1 Payment to your retailer .....	8
	11.2 Payments to Us .....	8
	11.3 Determination of our charges .....	8
	11.4 Compliance with tariff requirements .....	8
<b>12.</b>	<b>Disconnection of supply</b> .....	<b>8</b>
	12.1 When can we disconnect? .....	8
	12.2 Notice and warning of disconnection .....	9
	12.3 Life support equipment .....	9
	12.4 When we will not disconnect .....	9
	12.5 Our rights after disconnection .....	9
	12.6 Disconnection fee .....	9
	12.7 Interaction with clause 10.3 .....	9

# Contents

<b>13.</b>	<b>Reconnection after disconnection</b> .....	<b>9</b>
	13.1 Where we must reconnect.....	9
	13.2 Timeframe for reconnection .....	9
	13.3 Wrongful disconnection .....	9
<b>14.</b>	<b>Notices and bills</b> .....	<b>10</b>
<b>15.</b>	<b>Privacy Act notice and access to information</b> .....	<b>10</b>
	15.1 Privacy of personal information .....	10
	15.2 Access to information.....	10
<b>16.</b>	<b>Complaints</b> .....	<b>10</b>
	16.1 Complaints.....	10
	16.2 Our commitment to handling complaints .....	10
<b>17.</b>	<b>Force majeure</b> .....	<b>10</b>
	17.1 Effect of force majeure event .....	10
	17.2 Deemed prompt notice.....	10
	17.3 Obligation to overcome or minimise effect of force majeure event .....	10
	17.4 Settlement of industrial disputes.....	10
<b>18.</b>	<b>General</b> .....	<b>10</b>
	18.1 Applicable law .....	10
	18.2 Our obligations .....	10
	18.3 Change of Law.....	10
	18.4 GST .....	11
	18.5 Amendments .....	11
	18.6 Simplified explanation of terms .....	11
	<b>Schedule 1: coverage of the contract</b> .....	<b>12</b>

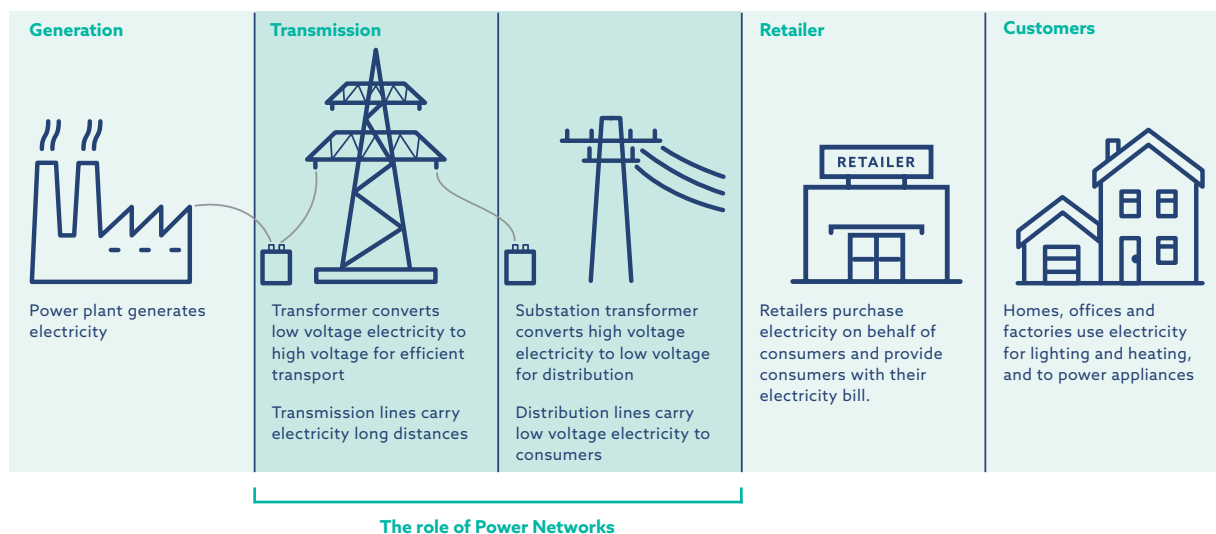
## Introduction

This contract is about the services which cover connection of your *premises* to our *electricity distribution system*, and the electricity supplied to the *premises*. These services are called “*network access services*” and, for the purposes of this contract, include *standard control services* and *alternative control services*.

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

You also have a separate contract with your electricity *retailer* dealing with the sale of electricity to the *premises*.

More information about this contract and other matters is on our website [www.powerwater.com.au](http://www.powerwater.com.au).



## 1. Parties

This contract is between:

- (a) Power and Water Corporation who provides you with network access services at the *premises* (in this contract referred to as "*we*", "*our*" or "*us*"); and
- (b) 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 *Electricity Network (Third Party Access) Code* (the **Code**) and the *Electricity Reform Act* (the **Act**) (or where defined differently in the Act from the Code then the meaning given in the Code). However, for ease of reference, a simplified explanation of some terms is given in clause 18.6 of this contract. Defined terms are italicised.
- (b) Where the simplified explanations in clause 18.6 of this contract differ from the definitions in the Code, the definitions in the Code or Act 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 connection of customers.

### 3.2 Does this contract apply to you?

- (a) This contract applies to you if your *premises* are connected to our *electricity distribution system*, and you :
  - (i) are not party to another customer connection contract with us for those *premises* which you have specifically negotiated with us; or
  - (ii) are not party to a *published large customer connection contract*.
- (b) This contract takes effect automatically upon being published by us on our website. You do not have to sign this contract for it to take effect or bind you. By allowing or continuing to allow your *premises* to be connected to our *electricity distribution system* and taking a supply of electricity from our *electricity distribution system* you are taken to have accepted the terms of this contract. If this contract applies to you (under clause 3.2(a)) it supersedes any other arrangement between you and us relating to *network access services*.

### 3.3 What if I need a new connection or Alteration?

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer. 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.

## 4. What is the term of this contract?

### 4.1 When does this contract start?

This contract starts on the latter of:

- (a) the day it is published by us on our website; or
- (b) the day when electricity supply is first available to be supplied to your *premises* from our *electricity distribution system*.

### 4.2 When does this contract end?

- (a) This contract ends:
  - (i) if your *retailer* notifies us that the supply of electricity to the *premises* is 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 of electricity for the *premises* under a different customer connection contract - on the date that contract starts; or
  - (iii) if a different *customer* starts receiving supply of electricity for the *premises* - on the date the customer connection contract of that customer starts; or
  - (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*, if you have not within that period asked your *retailer* to reconnect the *premises* and met any requirements for reconnection.
- (b) If your *retailer* gives us a termination notice but you do not give safe and unhindered access to your *premises* to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) until a final meter reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

## 5. Scope of this contract

### 5.1 What is covered by this contract?

- (a) Under this contract we agree to provide *network access services* at the *premises*. We also agree to meet other obligations set out in this contract and to comply with the *electricity laws*.
- (b) Charges for *standard control services* will be billed under your contract with your *retailer*.
- (c) Charges for *alternative control services* will be billed either under your contract with your *retailer* or, if we elect, directly by us under this contract. If we elect to directly bill you for *alternative control services* we will notify you. We may, by notice to you, change this election from time to time.

### 5.2 Sale of electricity not covered by this contract

This contract does not cover the sale of electricity to or from your *premises*. This is the role of your *retailer*.

### 5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of *network access services* at the *premises* safely and in accordance with the *electricity laws*.
- (b) Our obligations extend up to the *connection point* where electricity is to be supplied to the *premises* (as defined by us) and not beyond.

### 5.4 Electricity Industry Performance Code

- (a) Guaranteed service level requirements are set out in the Electricity Industry Performance Code published by the Utilities Commission (NT) (EIP Code).
- (b) If we do not meet a relevant guaranteed service level and you are entitled to a payment under the EIP Code, we will make a payment to you through your retailer.

## 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 *network access 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 the supply of electricity to the *premises* or the *premises* of any other person; and
- (d) inform either your retailer or us of any permanent material change to the electricity load or pattern of usage at the *premises*.

### 6.3 Your obligation to comply with electricity laws and our requirements

You must comply with:

- (a) the *electricity laws* relating to the provision of *network access services* we provide to your *premises* under this contract; and
- (b) our reasonable requirements under the *electricity laws*, and our policies, including but not limited to our service and installation rules. This includes a requirement that you provide and maintain at your *premises* any reasonable or agreed facility required by us to provide *network access services* to the *premises*.

### 6.4 Life support equipment

- (a) If a person living at your *premises* requires life support equipment, you must register the *premises* with your retailer or with us. To register, you will need to provide written confirmation from a registered medical practitioner of the requirement for life support equipment at the *premises*.
- (b) You must tell your retailer or us if the life support equipment is no longer required at the *premises*.
- (c) If the *premises* are registered as having life support equipment, we must give you:
  - (i) at least 4 *business days*' notice in writing of any planned *interruptions* to the supply of electricity to the *premises*; and
  - (ii) an emergency telephone contact number.

### 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

- (a) If you have a *small generator* connected to our *electricity distribution system* at the *premises*, when you start to take supply of electricity under this contract you must comply with our policies and all applicable standards (each as in force from time to time) in operating and maintaining the *small generator* and
  - (i) if the *small generator* is a *small energy inverter system* you must comply with the requirements of our *small inverter network connection agreement* (as published by us from time to time); and
  - (ii) if the *small generator* is some other type of *small generator* you must comply with the contractual terms we may publish from time to time relevant to that type of *small generator*.
- (b) If you want to connect a *small generator* to our *electricity distribution system* at the *premises*, you must apply to us for a connection alteration and enter into a contract with us relating to how that alteration will be carried out by us and your obligations in relation to the *small generator*.

### 6.7 Large generators

If you have a *large generator* at the *premises* then you must not allow that *large generator* to be connected to (or remain connected to) our *electricity distribution system* unless you and we are party to a specific contract governing the terms upon which we will provide *network access services* in respect of that *large generator* and the terms upon which you will operate and maintain and ensure the safety and integrity of that *large generator*.

## 7. Wrongful and illegal use of electricity

### 7.1 Illegal use of electricity or interference

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

- (a) illegally use electricity 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 electricity supplied to *your premises* or any equipment in a manner that:
  - (i) (unreasonably interferes with the connection or supply of electricity to another *customer*; or
  - (ii) causes damage or interference to any third party or property; or
- (d) use *network access 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 take any or all of the following actions:

- (a) estimate the amount of electricity 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 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 *electricity distribution system* and the acts of other persons, including at the direction of a *relevant authority*.
- (b) To the extent permitted by law:
  - (i) we give no condition, warranty or undertaking, and we make no representation to *you*, about the condition or suitability of electricity, its quality, fitness for purpose or safety or reliability of its supply, other than those set out in this contract; and
  - (ii) we are not liable for any indirect, economic, special or consequential losses suffered by *you*.
- (c) Unless we have acted in bad faith or negligently, the *electricity laws* exclude *our* liability for any damage or any penalty *you* suffer as a result of:
  - (i) the total or partial failure to supply electricity to *your premises*; or
  - (ii) the supply of electricity by an irregular or fluctuating voltage or because of a frequency deviation.

## 9. Access to the premises

### 9.1 Your obligations

Under the *electricity 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 electricity 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 electricity equipment of *ours*; and
- (e) connect or *disconnect* the *premises*; and
- (f) inspect, make safe, operate, change, maintain, remove, repair or replace any of *our* works at the *premises*; and
- (g) examine or inspect an energy installation at the *premises*; and
- (h) take action to prevent or minimise an electrical hazard; and
- (i) investigate a suspected theft of electricity; and
- (j) undertake repairs, testing or maintenance of the *electricity distribution system*; and
- (k) clear vegetation from inside *your* boundary that may potentially interfere with the *electricity distribution system*; and
- (l) 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 *electricity laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

## 10. Interruption to supply

### 10.1 Network provider may interrupt supply

We may *interrupt* the supply of electricity to *your premises*:

- (a) where permitted under the *electricity laws*; or
- (b) for a planned *interruption* or an unplanned *interruption*; or
- (c) under a contract with *your retailer*.

## 10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned *interruptions* to the supply of electricity to the *premises* for the following purposes:
- (i) for the maintenance, operations, repair or augmentation of the *electricity 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* electricity supply will be affected by a planned *interruption*, we will give *you* at least 2 *business days'* notice by any one of the following: mail, letterbox drop, press advertisement or any other appropriate means.

## 10.3 Unplanned interruptions

- (a) We may *interrupt* the supply of electricity to *your premises* (including temporarily *disconnect your premises*) in circumstances where we consider that a *customer's* electricity installation or the *electricity distribution system* poses an immediate threat of injury or material damage to any person, property or the *electricity distribution system*, including without limitation:
- (i) for unplanned maintenance or repairs;
  - (ii) for health or safety reasons;
  - (iii) in an emergency,
- and may also *interrupt* the supply of electricity to *your premises*:
- (i) as required by a *relevant authority*;
  - (ii) as required to preserve the integrity of the *electricity distribution system*;
  - (iii) to shed demand for electricity because the total demand at the relevant time exceeds the total supply available; or
  - (iv) to restore supply to a customer.

Also note that the actions of other authorised persons may result in an *interruption* in the supply of electricity to *your premises*.

- (b) If an unplanned *interruption* (including a temporary *disconnection*) is made, we will use *our* best endeavours to restore electricity 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 electricity 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 electricity to the *premises*; or
  - (ii) a supply of electricity to the *premises* of a quality in breach of any relevant standards under the *electricity 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.

## 11. Our charges

### 11.1 Payment to your retailer

The amounts *you* are billed under *your* contract with *your retailer* include *our* charges for *standard control services*, and may also include *our* charges for *alternative control services*, where *you* or *your retailer* has requested those services for *your premises*.

### 11.2 Payments to Us

We may directly bill *you* for *alternative control services*. If so *you* must pay an invoice issued to *you* within the time specified in that invoice.

### 11.3 Determination of our charges

We will determine *our* tariffs and charges in accordance with the *electricity laws*.

### 11.4 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 of electricity to *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 any requirements in the *electricity laws*, 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 electricity supplied to the *premises* wrongfully or illegally in breach of clause 7; or
- (c) *you* prevent access to our meters or equipment; or
- (d) *you* obstruct a services officer; or
- (e) *your* electrical installation is unsafe or does not comply with any standards applying under *electricity laws* or our service and installation rules and other published technical standards (as in force from time to time); or
- (f) *your* electrical installation creates a hazard to our infrastructure or interferes with another customer's installation or appliances; or
- (g) illegal alterations have been made to *your* connection; or
- (h) if *you* fail to pay any charges or tariffs for alternative control services (where relevant) to *us* under this contract by the time required by this contract; or
- (i) if *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
- (j) if *you* do not provide and maintain space, equipment, facilities or anything else *you* must provide under the *electricity laws* or this contract in order for *us* to provide network access services; or
- (k) in an emergency or for health and safety reasons; or
- (l) if required to do so at the direction of a relevant authority; or
- (m) if we are otherwise permitted by the *electricity laws* to *disconnect* the *premises*.



## 12.2 Notice and warning of disconnection

We may *disconnect your premises* under clauses 12.1(c), 12.1(d), 12.1(h), 12.1(i) or 12.1(j) only if:

- (a) we have given *you* notice in writing that notifies *you* of the issue which may lead to *disconnection* and requires *you* to rectify that issue within the reasonable time specified in the notice and makes clear if not rectified within this time that we may *disconnect your premises*; and
- (b) *you* fail to rectify the issue that could lead to *disconnection* within the time period specified in such notice; and
- (c) 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.

## 12.3 Life support equipment

We must not *disconnect your premises* if it is registered as having life support equipment, except in an emergency.

## 12.4 When we will not disconnect

- (a) Subject to paragraph (b), we will 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 1 January (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 electricity; 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 the relevant *disconnection* fee for our attendance at the *premises*.

## 12.7 Interaction with clause 10.3

This clause 12 and clause 13 do not limit the scope of clause 10.3 and do not apply where we take action under clause 10.3 (clause 10.3 deals with temporary interruptions and *disconnections* to address the circumstances referred to in that clause).

# 13. Reconnection after disconnection

## 13.1 Where we must reconnect

- (a) 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, 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 *electricity laws*; and
- (c) the necessary infrastructure to reconnect the *premises* remains in place; and
- (d) *you* provide safe and unhindered access to the *premises*, we must reconnect the *premises* by the end of the next *business day* if the request is made before 3pm on a *business day* or by the end of the second business day, if the request was made after 3pm on a business day.

## 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 *electricity laws* 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
  - (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 by *you* to an email address we have provided to *you* or sent by *us* to an email address *you* have provided to *us*.
- (c) Information relevant to our customer base generally (including as to our policies and technical standards) will be published on our website from time to time.

## 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* electricity consumption or our charges for network access services. We may charge *you* a reasonable fee for any information requested.

## 16. Complaints

### 16.1 Complaints

If *you* have a complaint relating to the supply of electricity to the *premises*, or this contract generally, *you* may lodge a complaint with *us* in accordance with our standard customer query form.

**Note:** Our standard customer query form is published on our website.

### 16.2 Our commitment to handling complaints

If *you* make a written complaint, we will 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 Northern Territory Ombudsman.

## 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 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. General

### 18.1 Applicable law

The laws of the Northern Territory of Australia govern this contract.

### 18.2 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.

### 18.3 Change of Law

If, after this contract commences:

- (a) a law is introduced or commences operation;
- (b) a law is modified, re-enacted or substituted; or
- (c) the interpretation of a law changes,

then this contract will be interpreted (as far as possible) in such a way as to enable compliance with that law.

#### 18.4 GST

- (a) Amounts specified in our pricing schedules 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.

#### 18.5 Amendments

- (a) We may amend this contract from time to time by publishing a revised version of this contract on our website.
- (b) Those amendments will take effect as from the time the contract is published on our website or from such later time as noted on our website. As from the time the amendments take effect *you* will be bound by the contract as amended.
- (c) We may also give notice via social media platforms of the fact we have amended the contract.

#### 18.6 Simplified explanation of terms

**alternative control services** means the services classified as "Excluded network access service Alternative Control Service" in the Power Networks Services Classification;

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

**connection point** means the connect point or point of supply as defined in our policy NP003 Installation Rules as updated from time to time;

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

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

**electricity distribution system** means our electricity distribution system for the geographical areas set out in Schedule 1 of this contract;

**electricity laws** means Northern Territory laws and rules, and any national laws which apply in the Northern Territory, relating to electricity and the legal instruments made under those laws and rules;

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

**generation unit** means an electricity generator, and all related equipment essential to the generator's operation, which supplies electricity into the electricity distribution system and together function as a single entity;

**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 electricity from the electricity distribution system to a customer, but does not include disconnection;

**large customer** means a customer who is not a small customer.

**large generator** means a generation unit which is not a small generator.

**network access services** means the services provided by us, as a network provider, to you whether in the form of connection services or network services, including standard control services and alternative control services;

**Power Networks Services Classification** means the networks services classification document published by us, as amended from time to time;

**premises** means the address at which network access services are provided to you and, to avoid doubt, may include your electrical installation;

**published large customer connection contract** means a contract published by us which applies either to all large customers or to a defined category of large customers (as specified in that contract). If you fall within the class of persons to whom a published large customer connection contract is expressed to apply then this contract will not apply to you.

**relevant authority** means any person or body who has the power under law to direct us, including the Territory or Federal Police;

**retailer** means a person that is authorised to sell electricity to customers;

**small customer** means, in relation to a premises which is connected or proposed to be connected to our electricity distribution system, a customer that is taking or is likely to take less than 160 megawatt hours of electricity in a financial year at that premises;

**small generator** means either:

- (a) a small inverter energy system; or
- (b) a generation unit or group of generation units with
  - (i) aggregated rated capacity of no more than 2MW or 10% of the minimum demand of an isolated network, whichever is lesser;
  - (ii) connected to the 22 KV, 11KV or low voltage networks; and
  - (iii) not subject to dispatch by the system controller (as defined in the Act).

**small generator connection contract** means the contract of that name setting out additional terms and conditions governing the connection of small generators to our electricity distribution system as published on our website or otherwise notified to you. Note separate terms may be published for small inverter energy systems from those published for other types of small generator.

**small inverter network connection agreement** means the contract of that name setting out additional terms and conditions governing the connection of small inverter energy systems to our electricity distribution system as published on our website or otherwise notified to you.

**small inverter energy system** means a generation unit which uses an inverter that changes its direct-current power to alternating current power acceptable for power system connection. The nominal network voltages and maximum energy system capacities for which these requirements apply are:

- (a) 230 V single phase 10 kVA
- (b) 400 V three phase 30 kVA

**standard control services** means the services classified as "Regulated network access service Standard Control Service" in the Power Networks Services Classification.

## Schedule 1: coverage of the contract

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The geographical areas covered by this contract are as follows:

- Darwin (city, suburbs and surrounding rural areas, including Palmerston, Batchelor and Adelaide River)
- Katherine (township, suburbs and surrounding rural areas, including Pine Creek, Larrimah and Mataranka)
- Tennant Creek (township, suburbs and surrounding rural areas)
- Alice Springs (city, suburbs and surrounding rural areas)
- Daly Waters
- Borroloola
- Timber Creek
- Elliott
- Newcastle Waters
- Kings Canyon
- Ti Tree
- Yulara