

BSI Standard Terms.

Standard Terms and Conditions for Bass Strait Islands Customers (Standard Tariff Agreement)

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How to contact us.

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PREAMBLE

This contract is about the sale and supply of energy and connection services to you as a customer at your premises. It is a standard contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale and supply of energy and we will comply with these rules in our dealings with you. For example, the *Electricity Supply Industry Act 1995* ("ESI Act") and the Tasmanian Electricity Code ("Code") set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

More information about this contract and other matters is on Momentum's website momentum.com.au

If you have any questions or are required to inform us of anything under this contract please contact Momentum on 1300 662 778.

1. THE PARTIES

(a) This contract is between:

- (i) Hydro Tasmania (ABN 48 072 377 158) who sells energy to you at your premises and provides you with connection services at the premises (in this contract referred to as "we", "our" or "us"); and
- (ii) You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

(b) The retail services under this contract will be provided through our subsidiary company and specialist retailer, Momentum Energy Pty Ltd, (ABN 42 100 569 159) ("Momentum") on Hydro Tasmania's behalf.

(c) References to "we", "our" or "us" in this contract include Momentum in its role as agent for Hydro Tasmania.

2. DEFINITIONS AND INTERPRETATION

- (a) If not otherwise defined, terms used in this contract have the same meanings as they have in the ESI Act and the Code. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Where the simplified explanations given at the end of this contract differ from the definitions in the ESI Act and the Code, the definitions in the ESI Act and the Code 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 a standard retail and customer connection contract for a Bass Strait Islands customer under the ESI Act and the Code.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale and supply of energy and we will comply with these rules in our dealings with you. Where the provisions in this contract are inconsistent with the ESI Act, the Code or any other applicable law, the provisions in the ESI Act, the Code or the applicable law (as relevant) prevail.

3.2 Application of these terms and conditions

These terms and conditions apply to you if you are a customer on the Bass Strait Islands.

3A. CUSTOMER CONNECTION

3A.1 What if I need a new connection?

- (a) If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the Code. That offer may 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.
- (b) Before connecting a new electrical installation or one that has been switched off for more than six months, you must produce a Certificate of Electrical Compliance certifying that the installation complies with the relevant regulations. Where no such certificate is able to be produced, we will not connect the installation concerned until we have either sighted a Certificate of Electrical Compliance or have ourselves certified the installation at your cost.

3A.2 Lines and equipment

- (a) Electricity you receive becomes your responsibility at the relevant point of supply.
- (b) We are responsible for maintaining our lines up to the point of supply for your premises or property, and for the installation and maintenance of any other equipment and systems of ours, which we use in supplying you with electricity.

- (c) You are responsible for complying with all relevant legislation and maintaining in a safe condition, all lines, fittings, and equipment (other than any owned by us) on your side of the point of supply for your premises or property. You must ensure that your electrical installation is adequate and effectively coordinated with our network. Your Electrical Contractor can help you with these matters.
- (d) In the case of an overhead service, you are responsible for providing suitable facilities for connecting our service cable and mounting our equipment.

3A.3 Electrical installation

- (a) It is possible that the way you use electricity could interfere with the supply to other customers or affect our network. Your Electrical Contractor can help you with these matters if we raise them with you. You are responsible for taking reasonable steps to ensure that this interference does not occur, by:
 - (i) balancing your load across phases if you have more than one phase;
 - (ii) limiting the instantaneous demand of individual appliances;
 - (iii) using equipment which complies with the requirements of Australian Standard AS 61000 with regard to voltage disturbances and harmonics;
 - (iv) ensuring that your electrical installation and equipment complies with the requirements of Australian Standard AS 2344 with regard to electromagnetic interference and any industry guidelines in respect of waveform distortion;
 - (v) maintaining a power factor of at least 0.75, or if you are a customer with a supply voltage of 11kV or higher, a lagging power factor in the range specified by the Code; and
 - (vi) maintaining the capability for us to disconnect and reconnect your electrical installation using remote signals.
- (b) Your supply may be disconnected if you fail to correct these and similar problems within a reasonable time of us raising them with you.

3A.4 Trees and safety-related maintenance work

- (a) You are responsible (at your own expense) for maintaining safe clearances between trees and vegetation on your property and our lines and equipment. If you fail to do so you will be liable to us for any damage caused or costs incurred.
- (b) If we notify you of a requirement to clear vegetation from our lines and equipment, and the work is not carried out within the time required in the notice, we may undertake the work and charge you for it.

- (c) In addition, you are responsible for meeting our reasonable charges for all safety-related work and for repairing our lines, fuses, meters or equipment, where the problem has been caused by some action taken by you, or by someone for whom you are responsible, or by some omission or failure to act for which we may reasonably hold you responsible.
- (d) If at any time it comes to our notice that any poles, lines, trees near lines, fittings, equipment, installation, or appliance on your premises or property is unsafe or does not comply with the relevant legislation, and corrective action should be taken, we may disconnect your electricity supply. Before taking any such action we will endeavour to give you such prior notice as we consider appropriate in the circumstances, although in some circumstances no prior notice may be possible.
- (e) Following any such disconnection, we will not be obliged to resume electricity supply until, at your expense, you have taken all steps and done all things necessary to make the site safe, or to comply with all relevant legislation.

3B GENERATOR CONNECTION

- (a) If you have a generating system (for example a solar panel) connected to our network at the premises, you must comply with the applicable standards in operating and maintaining the generating system when you start to take supply of energy under this contract. These will be set out in the Code, and your connection agreement with us (if applicable).
- (b) If your generating system is made up of a renewable generating unit or units with a total capacity of 7.46kW or less, the terms and conditions which apply to the sale of power by you and purchase of power by us are the Renewable Energy Feed-in Standard Terms and Conditions - BSI. Otherwise the terms and conditions which apply to your sale of power are those specified in your connection agreement with us.
- (c) If you no longer want to keep a generating system at the premises connected to our network, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (d) If you want to connect a generating system at the premises to our network you must apply to us for a connection alteration in accordance with clause 3A.1(a).

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

This contract starts on the date that the following pre-conditions are satisfied or waived by us or otherwise as set out in the Code:

- (a) your premises are connected to the network; and
- (b) all relevant metering equipment is installed at your premises and, if required by us, has been upgraded, and there is safe and unobstructed access to the metering equipment.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if we both agree to a date to end the contract—on the date that is agreed; or
 - (ii) if a different customer starts to buy energy for the premises, including under a deemed customer arrangement in accordance with the Code — on the date that customer's contract starts; or
 - (iii) if the premises are disconnected and we terminate the contract in accordance with clause 15(b).
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading or disconnection (where relevant), this contract will not end under paragraph 4.2(a)(i) until the date of the final meter reading or disconnection (as relevant). In this circumstance, if we provide you with an estimated final bill and later obtain an actual meter reading we may adjust your bill accordingly and you will remain liable to pay any adjusted final bill.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

- (a) If you are vacating your premises, you must notify us in accordance with clause 6.2(d)(i).
- (b) When we receive notice you are vacating your premises in accordance with 6.2(d)(i), we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we must sell and supply you energy at your premises. We must also meet other obligations set out in this contract and to comply with the energy laws.
- (b) In return, you:
 - (i) are responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier;
 - (ii) must pay the amounts billed by us under this contract; and
 - (iii) must meet your obligations under this contract and the energy laws.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

- (a) You must give us any information we reasonably require for the purposes of this contract. This includes:
 - (i) providing us with acceptable identification; and
 - (ii) informing us of your contact details.
- (b) The information must be correct, and you must not mislead or deceive us in relation to any information provided.

6.2 Updating information

You must promptly:

- (a) inform us of any change to your contact details;
- (b) 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 energy to the premises or the premises of any other person;
- (c) inform us of any permanent material change to the energy load or pattern of usage at the premises; and
- (d) if you are moving:
 - (i) you must give us 3 business days' notice so we can carry out a final meter reading or disconnection of the meter at the address you are leaving (as applicable). You must also provide us your new address, or a forwarding address.
 - (ii) Any amounts owed to us for previous premises may be included in the account for new premises at our discretion (if applicable) (refer clause 4.3).

6.3 Life support equipment

- (a) If a person living at your premises requires life support equipment, you must register the premises with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) If the premises are registered as having life support equipment, we must give you:
 - (i) general advice that there may be a planned or unplanned interruption to the supply of energy to the premises;
 - (ii) at least 4 business days' notice in writing of any planned interruptions to the supply of energy to the premises;
 - (iii) information to assist you to prepare a plan of action in case of an unplanned interruption; and
 - (iv) an emergency telephone contact number.
- (c) We must not disconnect your premises under clauses 14.1(a)-(d) if they are registered as having life support equipment.
- (d) If your premises are registered as having life support equipment:
 - (i) you must inform us within one month if the person requiring life support ceases:
 - (A) to occupy your premises; or
 - (B) to be dependent on life support equipment;
 - (ii) we may revoke the registration of your premises as having life support equipment if:
 - (A) you inform us that there is no longer a person at your premises who is dependent on life support equipment; or
 - (B) we reasonably believe there is no longer a person at your premises who is dependent on life support equipment;
 - (iii) we will provide you with three months' notice of our intent to revoke any registration of a premises as a premises with life support equipment in accordance with clause 6.3(d)(i)(B) ("notice period"); and
 - (iv) if you contact us during the notice period specified in 6.3(d)(iii) and confirm there is still someone dependent on life support equipment at the premises we will not proceed with a revocation.

6.4 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.

7. OUR LIABILITY

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your Electricity Retailer and Network Service Provider, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the network and the acts of other persons, including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith, the ESI Act excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

7A. PROTECTION AND INSURANCE

- (a) If you have sensitive equipment or conduct operations which require a continuous supply of electricity and therefore require a supply which is not affected by fluctuations in frequency or voltage or by unplanned interruptions it is your responsibility to install appropriate protective devices. Your Electrical Contractor will be able to help you with advice on this.
- (b) If you feel you require it, you are responsible for placing and maintaining in effect all appropriate insurance to cover you for any damage or loss that you might suffer due to any failure of your electricity supply, or any interruption to it, or fluctuations affecting it.

8. PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale and supply of energy to you under this contract are published in the Tariff Schedule. The Tariff Schedule is published on Momentum's website and includes a list of connection services related charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in the Tariff Schedule.

8.2 Changes to tariffs and charges

- (a) If we vary the Tariff Schedule, we will publish the variation in a newspaper circulating locally and on Momentum's website before it takes effect. We will also take other reasonable steps to bring the change to your attention if the variation affects you.

8.3 Variation of tariff due to change of use

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under the Tariff Schedule:

- (a) if you notify us there has been a change of use - from the date of notification; or
- (b) if you have not notified us of the change of use - retrospectively from the date the change of use occurred.

8.4 Variation of tariff or type of tariff on request

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under the Tariff Schedule, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
 - (i) transfer you to that other tariff within 10 business days; or
 - (ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

8.5 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.6 GST

- (a) Amounts specified in the Tariff Schedule from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph 8.6(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you 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.

9. BILLING

9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Code);

- (b) for unmetered supplies such as street lighting, on the basis set out in the Tariff Schedule;
- (c) the amount of fees and charges for any other services provided under this contract during the billing cycle; and
- (d) the charges payable for services provided by us as your Network Service Provider, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with us.

9.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
 - (i) clearly indicate on the bill that it is based on an estimation; and
 - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later meter read shows that you have been undercharged, unless the actual meter reading or metering data could not be obtained as a result of an act or omission on your part, if you request, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

10. PAYING YOUR BILL

10.1 What you have to pay

- (a) You must pay to us the amount shown on each bill by the date for payment (the "pay-by date") on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.
- (b) You must inform us as soon as practical of any change in circumstances which may impact your ability to pay your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 5 business days after we issue the notice.

10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the ESI Act and the Code if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on Momentum's website.

10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of the Tariff Schedule published on Momentum's website.

11. METERS AND ACCESS TO THE PREMISES

11.1 Your Obligations

- (a) You are responsible for providing and maintaining suitable fireproof mounting and protection arrangements for our metering equipment, including a panel and weatherproof enclosure. Your Electrical Contractor can help you with this.
- (b) If our metering equipment is housed in a room, you must take appropriate steps to ensure we have reasonably unhindered access to the metering equipment and the room in which it is housed.
- (c) If you wish you may install your own meters to check the operation of our metering. If you do, you must notify us. Your Electrical Contractor's Certificate of Electrical Compliance will be adequate notification.
- (d) You must allow us and our authorised representatives (together with all necessary equipment) safe and unhindered access to your premises (including taking appropriate action to prevent menacing or attack by animals at the premises), at any reasonable time to allow us to:
 - (i) read, test, maintain, inspect or alter any metering installation at the premises;
 - (ii) calculate or measure energy supplied or taken at the premises;
 - (iii) check the accuracy of metered consumption at the premises;
 - (iv) replace meters, control apparatus and other energy equipment of ours;

- (v) connect or disconnect the premises;
- (vi) examine or inspect an electrical installation at the premises;
- (vii) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the premises;
- (viii) undertake repairs, testing or maintenance of the network;
- (ix) clear vegetation from the network including any equipment owned by us;
- (x) take action to determine the appropriate tariff or charging category for the premises; and
- (xi) perform services requested by you;
- (e) You must immediately inform us of any change of circumstances that may affect access to the metering equipment on the premises.
- (f) You must immediately inform us of any damage to, or of any circumstances which might lead to damage to, the metering equipment on the premises.
- (g) You must immediately inform us after breaking, or discovering any breakage in, the seal protecting the metering equipment on the premises.

11.2 Our Obligations

- (a) Unless otherwise agreed between us (such as may be the case where you install a generator), we will be responsible for selecting, installing and maintaining metering equipment in respect of each point of supply at your premises or property.
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistent with the Code and in any event at least once every 12 months.
- (c) If we or our representatives seek access to the premises under clause 11.1 above, we will:
 - (i) comply with all relevant requirements under the energy laws;
 - (ii) carry or wear official identification; and
 - (iii) show the identification if requested.

12. UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (i) we will not charge interest on the undercharged amount; and
 - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

- (a) Where you have been overcharged by less than \$50.00, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged \$50.00 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

13. SECURITY DEPOSITS

13.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Code.

13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Code

13.3 Use of a security deposit

- (a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:

- (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or
 - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

13.4 Return of security deposit

- (a) We must return your security deposit and any accrued interest in the following circumstances:
- (i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
 - (ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.
- (b) If we must return your security deposit and you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

13A. INTERRUPTION TO SUPPLY

13A.1 We may interrupt supply

We may interrupt the supply of energy to your premises where permitted under the ESI Act and the Code, including for a planned interruption or where there is an unplanned interruption or in accordance with this contract.

13A.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make planned interruptions to the supply of energy to the premises under the Code for the following purposes:
- (i) for the maintenance, repair or augmentation of the network, including maintenance of metering equipment; or
 - (ii) for the installation of a new connection or a connection alteration to another customer.
- (b) If your energy supply will be affected by a planned interruption, we will give you at least 4 business days' notice by mail, letterbox drop, press advertisement or other appropriate means.

13A.3 Unplanned interruptions

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

- (i) for unplanned maintenance or repairs;
 - (ii) for health or safety reasons;
 - (iii) in an emergency;
 - (iv) as required by a relevant authority;
 - (v) to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a customer.
- (b) If an unplanned interruption is made, we will use our best endeavours to restore energy supply to the premises as soon as possible.
- (c) We will make information about unplanned interruptions (including the nature of any emergency and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24 hour telephone information service.

14. DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

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

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
 - (i) fail to comply with the terms of an agreed payment plan; or
 - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a security deposit we are entitled to require from you or fail to provide acceptable identification to us when required to do so;
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads;
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract;
- (e) in an emergency or for health or safety reasons;
- (f) if required to do so at the direction of a relevant authority
- (g) we are otherwise entitled or required to do so under the Code or by law.

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Code. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

14.3 When we must not arrange disconnection

- (a) Subject to paragraph 14.3(b), your premises may not be disconnected during the following times ("restricted time"):
- (i) on a business day before 8.00am or after 3.00pm;
 - (ii) on a Friday or the day before a public holiday;
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your premises may be disconnected within the restricted time:
- (i) on a temporary basis for planned or unplanned interruptions (as detailed in clause 13A);
 - (ii) for reasons of health and safety;
 - (iii) in an emergency;
 - (iv) as directed by a relevant authority;
 - (v) if you are in breach of clause 16.1 of this contract;
 - (vi) if you request us to arrange disconnection within the restricted time;
 - (vii) if your premises contain a commercial business that only operates within the restricted time and where access to the premises is necessary to effect disconnection; or
 - (viii) where the premises are not occupied.

15. RECONNECTION AFTER DISCONNECTION

- (a) We must reconnect your premises if:
- (i) you ask us to arrange for reconnection of your premises;
 - (ii) you rectify the matter that led to the disconnection; and
 - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph 15(a).

16. WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

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

- (a) illegally use energy supplied to your premises;
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law;
- (c) use the energy supplied to your premises or any energy equipment in a manner that:

- (i) unreasonably interferes with the connection or supply of energy to another customer; or
 - (ii) causes damage or interference to any third party;
- (d) use your connection or allow energy purchased from us to be used otherwise than in accordance with this contract, the law and the Code; or
- (e) tamper with, or permit tampering with, any meters or associated equipment or data.

16.2 Consequences of wrongful or illegal use

If you do not comply with clause 16.1 above, we may, in accordance with the ESI Act and the Code take any or all of the following actions:

- (a) estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against you for that amount;
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the premises.

17. NOTICES AND BILLS

- (a) Notices and bills issued by us under this contract must be sent in writing, unless this contract or the ESI Act and the Code 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 (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
 - (ii) on the date 3 business days after it is posted;
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us; or
 - (iv) On the date of communication if the notice is given verbally.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18. PRIVACY ACT NOTICE

- (a) We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on Momentum's website. If you have any questions, you can contact our privacy officer.
- (b) You consent to us exchanging your information with our related bodies corporate, agents and contractors (including IT providers, financial institutions, marketing and communications agencies, call centres, printers, mailing houses, debt collection agencies and external business advisors)

where required to provide you with those products and services also for any other purpose you have consented to or as authorised by law.

19. COMPLAINTS AND DISPUTE RESOLUTION

- (a) If you make a complaint relating to the sale or supply of energy by us to you, or this contract generally, we will manage the complaint in accordance with the relevant Australian Standard on complaints handling.
- (b) If you are not satisfied with our response, you have a right to refer the complaint to a higher level within our organisation or to the Energy Ombudsman of Tasmania.

20. FORCE MAJEURE

20.1 Effect of force majeure event

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

20.3 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.

20.4 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.

21. APPLICABLE LAW

The laws of Tasmania govern this contract.

22. (NOT USED)

23. GENERAL

23.1 Our obligations

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

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

- (a) This contract may only be amended in accordance with the procedures set out in the ESI Act and the Code.
- (b) We will publish any amendments to this contract on Momentum's website.

23.3 Assignment and delegation

- (a) You may not assign or transfer to anyone else any of your obligations or responsibilities under this Standard Tariff Agreement, or under any contract of which this Standard Tariff Agreement forms the basis.
- (b) We may subcontract or delegate the performance of any of our responsibilities under this Standard Tariff Agreement, or under any contract of which this Standard Tariff Agreement forms the basis, to any other person or party.

SIMPLIFIED EXPLANATION OF TERMS

acceptable identification in relation to:

- (a) a residential customer—includes any one of the following:
 - (i) a driver licence (or driver's licence) issued under the law of a State or Territory, a current passport or another form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card, issued under the law of the Commonwealth or of a State or Territory; or
 - (iii) a birth certificate;
- (b) a business customer that is a sole trader or partnership—includes one or more of the forms of identification for a residential customer for one or more of the individuals that conduct the business or enterprise concerned; or
- (c) a business customer that is a body corporate—means Australian Company Number or Australian Business Number of the body corporate;

Bass Strait Islands means King Island and Flinders Island.

billing cycle means the regular recurrent period for which you receive a bill from us which will be quarterly unless otherwise agreed.

business day means a day other than a Saturday, Sunday or a day which is lawfully observed as a public holiday in any part of Tasmania.

Certificate of Electrical Compliance means a certificate issued by an electrical licence holder to certify electrical work.

Code means the Tasmanian Electricity Code, as amended or substituted from time to time, issued under the ESI Act. A copy of the Code is available from <http://www.economicregulator.tas.gov.au/>

connect, connected, connection means to form a physical link to or through a transmission network or distribution network such as will allow the supply of electricity between electrical systems.

connection agreement means an agreement between Hydro Tasmania and a person by which the person is connected to the network and/or receives connection services.

connection services includes services relating to the flow of energy to your premises.

customer means a person who is supplied with electricity or who has made an application for the supply of electricity on the Bass Strait Islands; and includes, where the context requires, a person whose electricity supply has been disconnected.

disconnection, disconnected, disconnect means the operation of switching equipment or other action so as to prevent the flow of electricity at a connection point.

Electrical Contractor means a contractor licenced to carry out electrical work in the state of Tasmania.

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

ESI Act means the Electricity Supply Industry Act 1995 (Tas).

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

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

interruption means a temporary disconnection, unavailability or temporary curtailment of the supply of energy from a network to a customer.

Momentum means Momentum Energy Pty Ltd (ABN 42 100 569 159).

Network means the apparatus, equipment, plant and buildings used to convey, and control the conveyance of, electricity to Customers (whether wholesale or retail) excluding any connection assets. In relation to a

Network Service Provider, a network owned, operated or controlled by that Network Service Provider.

Network Service Provider means a person who engages in the activity of owning, controlling, or operating a transmission or distribution system and who holds or is deemed to hold a licence or has been exempted from the requirement to obtain a licence under a regulation of the ESI Act, and in relation to the Bass Strait Islands includes Hydro Tasmania.

premises means the address at which you are supplied with electricity and/or customer connection services and, to avoid doubt, may include your electrical installation.

point of supply means In relation to an electrical installation:

- (a) in the case of an electrical installation supplied by an underground electric line, the load-side terminals of the service protection equipment at the end of the underground electric line; and
- (b) in the case of an electrical installation supplied by an overhead electric line, the first point of connection of that electric line on the land, being:
 - (i) where the electric line is carried onto the land by one or more poles, the first pole on the land carrying that electric line;
 - (ii) where the electric line is connected directly to premises on that land, that connection to the premises; or
 - (iii) where it is not possible to determine a point of supply in accordance with (i) or (ii) above, the point at which the electric line crosses the boundary of the land.

relevant authority means any person or body who has the power under law to direct us.

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises.

retailer means a person that is authorised to sell energy to customers and has the same meaning as the term "Electricity Retailer" in the Code.

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Code.

Tariff Schedule means the electricity tariff schedule for King Island and Flinders Island published by Hydro Tasmania under the ESI Act which sets out the tariffs and charges that we charge you for or in connection with the sale and supply of energy. This is published on Momentum's website and is available from Momentum on request.