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## **District Council of Cooper Pedy**

# Standard pre-payment and post-payment contract

## **Electricity retail service**

January 2024

This contract sets out the terms on which we connect and sell electricity to you as a customer at your current supply address.

These standard terms and conditions are published in accordance with section 36 of the *Electricity Act 1996 (SA)* (the **Act**). These standard terms and conditions will come into force on 8 January 2024 and, when in force, the terms will, by law, be binding on you and us. The document does not have to be signed to be binding.

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# Conditions of connection, sale and supply

## Preamble

This contract governs the relationship between the supplier of electricity retail services and the customer using the service.

The contract is separated into three sections: general conditions, post-payment meter conditions, and pre-payment meter conditions.

Part A: General conditions (clauses 1 through to 30 inclusive) apply to both post-payment and pre-payment customers (in addition to the relevant specific conditions in either Part B or Part C dependent on whether you are a post-payment customer or a pre-payment customer).

Part B: Post-payment conditions (clauses 35 through to 43 inclusive) apply to post-payment customers only.

Part C: Pre-payment conditions (clauses 44 through to 57 inclusive) apply to pre-payment customers only.

## Part A: General conditions for post-payment and pre-payment customers

### 1. The Parties

1.1. This **contract** is between:

District Council of Coober Pedy (ABN 51 908 978 026) of Lot 773 Hutchison Street, Coober Pedy, SA, 5723 (referred to in this contract as **we, our, or us**); and

**you**, the **customer** as defined in the **Act** and to whom this **contract** applies (referred to in this **contract** as **you or your**).

### 2. Services provided under this contract

2.1. This **contract** sets out the terms on which **we** connect **your supply address** to **our** electricity distribution network, maintain that connection and sell and supply electricity at that **supply address**.

2.2. The services **we** will provide under this **contract** are:

- (a) connection services
- (b) maintaining **your** connection to **our** distribution network
- (c) the **sale and supply** of electricity, and
- (d) other services as set out in **our fees and charges schedule**.

2.3. In return **you** are required to pay the amounts due to **us**. **You** are also required to perform **your** other obligations under this **contract**.

### 3. Definitions

3.1. Words appearing in bold type like **this** have the following meaning:

<b>account</b>	can refer to any of the following: <ul style="list-style-type: none"><li>(a) a <b>pre-payment meter</b> account</li><li>(b) a <b>post-payment meter</b> account</li><li>(c) an amount owing on the <b>pre-payment meter</b> as a result of <b>emergency credit</b> or <b>friendly credit</b> being consumed by the <b>customer</b> prior to payment.</li></ul>
<b>Act</b>	means the <i>Electricity Act 1996 (SA)</i> as amended from time to time.
<b>applicable regulatory instruments</b>	means any Act (including without limitation, the <b>Act</b> ) or regulatory instrument made under an Act (including without limitation, the <b>Regulations</b> ), the <b>Code</b> , the <b>Pre-payment Code</b> or any other industry codes, guideline, or other regulatory instrument issued by the <b>Commission</b> which applies to <b>us</b> .
<b>best endeavours</b>	means to act in good faith and use all reasonable efforts, skill and resources.

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billing cycle	means the period covered by each bill for <b>post-payment meter accounts</b> or <b>prepay recharges</b> .
Centrepay	means the free service for <b>customers</b> whereby bills may be paid as regular deductions from the <b>customer's</b> government welfare payments.
Code	means the Small-scale Electricity Networks Code, published by the <b>Commission</b> , as amended from time to time.
Commission	means the Essential Services Commission of South Australia, established by the <i>Essential Services Commission Act 2002</i> (SA).
connection, sale and supply services	means: <ul style="list-style-type: none"><li>(a) either or both of the following:<ul style="list-style-type: none"><li>(i) connecting <b>your supply address</b> to <b>our</b> distribution network; or</li><li>(ii) increasing the maximum capacity of any existing connection between <b>your supply address</b> and <b>our</b> distribution network; and</li></ul></li><li>(b) maintaining <b>our</b> network to ensure that electricity will flow through <b>our</b> network to <b>your supply address</b>; and</li><li>(c) selling electricity to <b>you</b> at <b>your supply address</b>.</li></ul>
contract	means these terms and conditions for sale or supply which <b>we</b> supply energy to the <b>supply address</b> .
customer	has the meaning given under section 4 of the <b>Act</b> .
electrical equipment	means wiring systems, switchgear, control gear, accessories, appliances, luminaires and fittings used for such purposes as generation, conversion, storage, transmission, distribution or utilisation of electrical energy.
emergency credit	means an amount of \$10 credit that will be available when a <b>customer's pre-payment meter</b> account balance has \$5 or less remaining.
explicit informed consent	means the consent provided by a <b>customer</b> under the <b>Pre-payment Code</b> .
fees and charges schedule	means <b>our</b> schedule of current <b>tariffs</b> and charges applying to <b>you</b> from time to time <b>that is available on our website</b> .

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financial hardship	means a circumstance of experiencing a lack of financial means to pay a particular debt owed to <b>us</b> , which may be either ongoing or temporary, but does not include circumstances where a person chooses not to meet a liability for an unpaid debt or challenges a legal obligation to pay a particular debt.
force majeure event	means an event outside the control of the <b>parties</b> , the occurrence of which could not be reasonably foreseen by the <b>parties</b> , or if it could be foreseen, could not reasonably have been guarded against.
friendly credit	means credit that is automatically used when a <b>customer's pre-payment meter credit</b> is exhausted during the <b>protected period</b> .
industry Ombudsman	means the industry Ombudsman responsible for dealing with disputes under the <b>Act</b> .
licence	means the <b>licence</b> issued to <b>us</b> by the <b>Commission</b> under the <b>Act</b> , authorising the operation of our distribution network and the retailing of electricity.. A copy of <b>our licence</b> may be viewed on the <b>Commission's</b> website at <a href="http://www.escosa.sa.gov.au">www.escosa.sa.gov.au</a> .
life support system	means a <b>life support system</b> as defined in the <b>Code</b> and the <b>Pre-payment Code</b> .
mains	means the electrical conductors, owned and maintained by the <b>customer</b> , connecting the point of supply and the main switchboard and form part of the <b>customers'</b> installation.
medical practitioner	has the meaning given in the <b>Pre-payment Code</b> .
parties	means both the <b>customer</b> and the <b>licensee</b>
post-payment meter	means an electricity metering system that requires payment for access to, and use of, electricity after it has been consumed.
pre-payment meter	means a device, componentry, software or other mechanism associated with a metering system at a <b>customer's connection point</b> which operates to permit the flow of electricity through the meter when activated by a card, code or some other method.
prepay recharge	means the dollar and cent value of credit added to <b>your</b> pre-payment account balance at the time of payment.

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Pre-payment Code	means the Prepayment Meter System Code published by the <b>Commission</b> , as amended from time to time.
protected period	means the period where a <b>customer</b> cannot experience <b>self-disconnection</b> in accordance with clause 48 of this <b>contract</b> .
Regulations	means the <i>Electricity (General) Regulations 2012</i> (SA), as amended by time to time.
retailer	means District Council of Coober Pedy that sells electricity at <b>your supply address</b> .
retail licence	means the <b>licence</b> issued to the licensed retailer by the <b>Commission</b> under the <b>Act</b> , authorising the retailing of electricity, as amended from time to time. A copy of the <b>retail licence</b> may be viewed on the <b>Commission's</b> website at <a href="http://www.escosa.sa.gov.au">www.escosa.sa.gov.au</a> .
self-disconnection	means the interruption to supply because a <b>pre-payment meter</b> has no credit available and includes an interruption to supply because the <b>pre-payment meter</b> has no <b>emergency credit</b> available.
smart meter	means a meter that allows information to be sent and received through an electronic communications network, including the quality of energy supplied, how much electricity is being used and the cost of supply.
supply address	means the address at which we supply <b>you</b> with electricity under this <b>contract</b> .
supply point	(a) means a point on a domestic property at which <b>your</b> electrical installation is connected to <b>our</b> distribution network or (b) means each point on a commercial property at which <b>your</b> electrical installation is connected to <b>our</b> distribution network.
tariff	means a charge per unit of electricity consumed.
we, us or our	means the <b>licensee</b>
you or your	means the <b>customer</b>
your equipment	means the equipment at the <b>customer's</b> premises for the distribution and use of electricity, which is not <b>our</b> equipment.

4. Does this contract apply to you?

- 4.1. This document applies to **you** if **your supply address** is connected or becomes connected to **our** distribution network and, in either case, **you** have not expressly agreed to different terms and conditions with **us**.

5. When does the contract start?

- 5.1. If **your supply address** is already connected to **our** distribution network, this **contract** will start on the day this document comes into force. This **contract** will take over **our** previous arrangement with **you** for **connection, sale and supply services** including and from the date that this document comes into force.
- 5.2. This document comes into force on the day specified by **us** in the notice of the standard terms and conditions published in accordance with s36 of the **Act**.
- 5.3. If **your supply address** is not connected to **our** distribution network, this **contract** will start on the earlier of:
- (a) the day on which **you** start using electricity at that **supply address**, and
  - (b) the day on which **we** advise **you** that **we** have approved **your** application under clause 7.

6. When does this contact end?

- 6.1. This **contract** will come to an end on the day:
- (a) **we** disconnect **your supply address** under clause 27 and **you** are no longer entitled to be reconnected, or
  - (b) **we** issue **you** with a final account and **you** have paid that amount.

7. Notices

- 7.1. Unless this document or **our licence**, the **Code** for **post-payment meter customers** and the **Pre-payment Code** for **pre-payment meter customers**, says otherwise (for example, where phone calls are allowed), all notices must be sent in writing.
- 7.2. Unless otherwise specified in this **contract**, a reference to writing includes email.
- 7.3. If **we** are required under **our licence**, the **Code** or the **Pre-payment Code** to provide or issue any document, bill, or written notice to **you** and **you** have provided to **us** an electronic mail (email) address and consent for **us** to use that email address to send communications to **you**, **we** may send or issue that document, bill or notice to that email address for that purpose.
- 7.4. **We** will revert to alternative means of communication at **your** request, or where the email address provided by **you** indicates to **us** that the message has failed to deliver to **you** and resend any document, bill or written notice that has failed to deliver by email to **your** alternative means of communication.
- 7.5. **We** can also send **you** notices at **your supply address** or the most recent address that **we** have for **you**. If a notice is sent by priority post, **we** can assume that **you** have received the notice on the second **business day** after it was sent and if a notice is sent by regular/standard post **we** can assume that **you** have received the notice on the fourth **business day** after it was sent.

8. What do you have to do to receive a connection?

- 8.1. When **you** apply for **connection, sale and supply services** or any alteration/s or addition/s at **your supply address**, **we** will require **you** to satisfy some pre-conditions. **We** will explain any pre-conditions that may apply to **you** when **you** apply for connection.
- 8.2. **Our** obligation to give **you connection, sale and supply services** for **your supply address** does not start until **you** satisfy **us** that **your supply address** and **your** connection to **our** distribution network comply with **our** requirements.

9. Will you have to put in extra equipment?

- 9.1. **We** may require **you** to arrange to have a licensed electrician install **electrical equipment** (such as meters, service lines, sealing devices, transformers or switch gear), at **your** own cost, to enable **your supply address** to be supplied with electricity safely and efficiently.
- 9.2. **We** may impose these requirements when **you** apply to be connected to **our** distribution network or at any other time, whilst **you** are connected. For example, the requirements might be designed to:
  - (a) prevent or minimise adverse effects on the supply of electricity to other **customers**
  - (b) balance the load over the phases of **your** electricity supply
  - (c) help **us** locate and get to your metering equipment easily
  - (d) ensure that proper protective equipment is installed and used, or
  - (e) ensure that proper safety standards are observed.
- 9.3. **We** may also decide where and how overhead and underground cables are connected to **your supply address**, as well as how many **supply points** will be needed and where they will be situated.
- 9.4. In deciding whether to impose such requirements, **we** will take into account the requirements of **our licence**, the **Code** and the **Prepayment Code**.

10. Quality and reliability of electricity supplied to your supply address

- 10.1. **We** are required by the conditions of **our licence** to supply electricity to **you** under this **contract** at specified standards of quality and reliability.
- 10.2. **You** should be aware that the quality and reliability of electricity supplied at **your supply address** might be affected by fluctuations and interruptions from time to time for a number of reasons, including:
  - (a) the location of your **supply address**
  - (b) whether **your supply address** is served by underground or overhead mains
  - (c) the weather conditions
  - (d) animals, vegetation, the actions of vandals and other people
  - (e) the existence of emergency or dangerous conditions
  - (f) damage to an electricity network
  - (g) the design and technical limitations of **our** network

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- (h) normal maintenance and operational switching by **us**, and
  - (i) the demand for electricity at any point in time.
- 10.3. **You** should understand that unexpected fluctuations or interruptions in the electricity supply might cause damage to **your** equipment or cause it to malfunction. **We** recommend that **you** give careful consideration to taking out insurance or installing devices (at **your** own cost ) to protect **your** equipment and property when these fluctuations or interruptions occur.

### 11. Access to your supply address

- 11.1. **We** may enter and remain in **your supply address** to:
- (a) inspect electrical installations to ensure that it is safe to connect or reconnect electricity supply
  - (b) take action to prevent or minimise an electrical hazard
  - (c) investigate a suspected theft or diversion of electricity
  - (d) read or check the accuracy of the electricity meter
  - (e) examine electrical installations to determine load classifications
  - (f) install, repair, replace or remove electricity meters, control apparatus and other electrical installations
  - (g) disconnect electricity supply for safety or non-payment reasons, or
  - (h) for other purpose(s) as authorised under the **Act**.
- 11.2. Only **our** electricity officers who are appointed in accordance with Part 7 of the **Act** may enter into or remain on **your supply address** for the purposes set out in clause 11.1.
- 11.3. **You** do not have to give access to someone who does not, when **you** ask:
- (a) identify themselves as one of **our** employees or agents, and
  - (b) identify themselves as **our** electricity officer appointed in accordance with Part 7 of the **Act**, and
  - (c) produce a proper identity card issued by **us**.
- 11.4. **We** must give **you** reasonable notice before coming onto **your supply address** unless:
- (a) it is an emergency, or
  - (b) an occupier of the **supply address** has agreed, or
  - (c) access is otherwise authorised under the **Act** or other legal powers.
- 11.5. Where **your supply address** contains a hazard, **you** must inform the authorised officers of the hazard and provide our authorised officers with safe access to **your supply address** including providing any necessary protective clothing or equipment.

### 12. Privacy and confidentiality

- 12.1. Subject to clause 12.2 of this **contract we** must keep information about **you** confidential.
- 12.2. **We** may, however, disclose information about **you**:
- (a) if required or permitted by law to do so

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- (b) if **we** are required or permitted by **our licence**, the **Code** for **post-payment metering system customers** and the **Pre-payment Code** for **pre-payment metering system customers**, to do so, such as to a law enforcement agency or a regulatory agency, and/or
  - (c) where **you** give us written consent to disclose specific information for a particular purpose.
- 12.3. **We** are required to keep records of **our customers** as required by the **Code** and **Pre-payment Code**, and other legal requirements, as well as good business practice. **We** will keep records of the follow information:
- (a) **your** energy usage
  - (b) **your** payment history
  - (c) **your** contact details
  - (d) information about the standard terms and conditions made available to **you**
  - (e) information about and referral to State Government assistance programs made to **you**
  - (f) information on independent financial and other relevant counselling services recommended to **you**, and
  - (g) any general energy efficiency advice or referral to an energy efficiency advice service made to **you**.
13. **We can amend this contract**
- 13.1. **We** can amend **our contract** with **you** at any time in accordance with section 36 of the **Act**, provided the amendments satisfy the requirements of **our licence**, the **Code** for **post-payment metering system** customers and the **Pre-payment Code** for **pre-payment metering system** customers. Any amendment will take effect from the date referred to in the Gazette.
14. **Our liability**
- 14.1. The *Competition and Consumer Act 2010* (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- 14.2. Unless one of these laws requires it, **we** give no condition, warranty or undertaking and **we** make no representation to **you** about the condition or suitability of electricity, its quality, fitness, or safety, other than those set out in this **contract**.
- 14.3. Any liability **we** have to **you** under these laws that cannot be excluded but that can be limited is (at **our** option) limited to:
- (a) providing equivalent goods or services provided under this **contract** to **your supply address**. or
  - (b) paying **you** the cost of replacing the goods or services provided under this **contract** to **your supply address** or acquiring equivalent goods or services.
15. **Force majeure**
- 15.1. If but for this clause, either party would breach these conditions of connection and supply **contract** due to the occurrence of a **force majeure event**:

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- (a) The obligations of the party under this **contract**, other than an obligation to pay money, are suspended to the extent to which they are affected by the **force majeure event** for so 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 **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.
- 15.2. For the purposes of this clause, 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 **force majeure event** or otherwise as soon as reasonably practicable.
- 15.3. Either party relying on this clause by claiming a **force majeure event** must use its best endeavours to remove, overcome or minimize the effects of that force majeure event as quickly as reasonably practicable.
- 15.4. Nothing in this clause will require a distributor or a **customer** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that distributor or a **customer**.

### 16. Applicable law

- 16.1. The laws of South Australia govern this **contract**.
- 16.2. The courts of the State of South Australia and Federal Courts sitting in South Australia have exclusive jurisdiction in connection with this **contract**.

### 17. Queries, complaints and dispute resolution

- 17.1. If **you** have a query or a complaint relating to the connection or supply of electricity **to your supply address**, or this **contract** generally, **you** may contact **us** as follows (as updated and notified to **you** from time to time):

Email: [dccp@cpcouncil.sa.gov.au](mailto:dccp@cpcouncil.sa.gov.au)

Phone: 08 8672 4600

Post: Po Box 425, Coober Pedy, SA, 5723

- 17.2. If **you** remain dissatisfied with **our** response, or are unable to reach a satisfactory solution after contacting **us**, **you** may refer the matter to the Energy and Water Ombudsman (SA) (EWOSA) for assistance. EWOSA is a free, independent service that investigates and resolves disputes between customers and electricity retailers when **you** are unable to solve an issue directly.

The EWOSA contact details are (as updated from time to time):

Website: [ewosa.com.au](http://ewosa.com.au)

Telephone: 1800 665 565

Post: GPO Box 2947, Adelaide, SA, 5001

## Tariffs and charges

### 18. Price for services provided

- 18.1. Our current **tariffs** and charges for the **connection, sale and supply services** and other services are set out in the **fees and charges schedule** that is available on our website, <https://www.cooperpedy.sa.gov.au/council/finance/fees-and-charges>.
- 18.2. Our **fees and charges schedule** explains the conditions that need to be satisfied for each particular **tariff**.
- 18.3. If, at the time this **contract** is published and comes into legal effect, **your supply address** is already connected to our distribution network, the **tariff** and other charges currently applying to **you** for **connection, sale and other services** at the **supply address** will continue to apply, until **we** inform **you** in accordance with clause 7.
- 18.4. If **your supply address** is not already connected to our distribution network, or **you** have changed **your supply address** at any time, the **tariff** and other charges applying to **you** will be as set out in our **fees and charges schedule**.
- 18.5. In some cases, **you** will be able to select a **tariff** to apply to **you**. In those cases, if **you** do not choose a **tariff** at the time of applying for connection, **we** will assign one to **you** until **you** notify **us** differently.

### 19. Switching tariffs

- 19.1. **You** must tell **us** within 10 **business days** if **your** circumstances relating to **your tariff** or charge change.
- 19.2. If **you** think **you** satisfy all the conditions applying to another **tariff** or charge, **you** can ask **us** to review **your** current circumstances to see whether that **tariff** or charge can apply to **you**.

### 20. Variation of tariffs or charges

- 20.1. If **your tariff** rate or charge applying to **you** changes, **we** will advise **you** at least 20 **business days** in advance before the variation takes effect.
  - (a) **We** will advise **you** by notice in writing to **your** email address or to **your** residential address if an email address has not been provided.

### 21. Changes to the tariff rates and charges during a billing cycle

- 21.1. If a **tariff** or charge applying to **you** changes during a **billing cycle**, **your** charges for that **billing cycle** will be calculated on a pro-rata basis using:
  - (a) the old tariff or charge up to and including the date of change, and
  - (b) the new tariff or charge from that date to the end of the billing cycle.

### 22. Goods and services tax (GST)

- 22.1. The amounts specified in the **fees and charges schedule** in effect from time to time are (or will be) stated to be inclusive of GST. Apart from these amounts there may be other amounts paid by **you** or by **us** under this **contract** that are payments for “taxable supplies” as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to **you** as the recipient of that taxable supply.

22.2. Any adjustments for GST under this clause will be made in accordance with the requirements of the *Competition and Consumer Act 2010* (Cth) and any other applicable legislation.

23. Consumption information

23.1. On request, **we** will make available to **you** at no charge, such information relating to consumption at **your supply address** as is required by **our licence**, the **Code** and the **Pre-payment Code**.

24. Payment difficulties and hardship

24.1. If **you** have difficulties paying **your** bill or account, **you** should contact **us** as soon as possible. **We** will provide **you** with information about various payment options and, where applicable, payment assistance, including any provisions in the **Code** and in the **Pre-payment Code**, which address payment difficulties and financial hardship.

25. Undercharging

25.1. Where **you** have been undercharged **we** will inform **you** and **we** may recover from **you** any amount **you** have been undercharged in accordance with the requirements of the **Code** and the **Pre-payment Code** as amended from time to time.

25.2. **We** must offer **you** the opportunity to pay this amount in instalments over the same period of time during which **you** were undercharged.

25.3. If **we** have undercharged **you**, within 10 **business days** of becoming aware of the undercharged amount, **we** will contact **you**, advise **you** of the undercharged amount, and indicate whether or not **we** propose to recover the undercharged amount from **you**.

25.4. If **we** decide to recover the undercharged amount from **you**, **we** will:

- (a) Limit the amount to be recovered to the amount undercharged in the 9 months prior to informing **you** of the undercharging (or such other period as allowed under the **Code** as amended from time to time),
- (b) provide details and explanation of the amount to be recovered, and
- (c) not charge **you** any interest or penalty on the amount being recovered.

26. Meter review

26.1. If **you** request that the meter reading or metering data be checked, or that the meter be tested, then **we** will arrange for this to occur within a reasonable timeframe. Unless the meter is found to be faulty, **you** will be liable for any costs incurred by **us** in checking or testing the meter. **We** may request that you pay the amount in advance.

## Disconnection and reconnection

27. Disconnection of supply

27.1. Subject to the requirements of **our licence**, the **Code** and the **Pre-payment Code**, **we** can arrange for the disconnection of **your supply address** if:

- (a) **you** do not pay **your** bill by the last day for payment and, in the case of residential customers, **you** refuse to agree to an instalment plan or payment option offered by **us**
- (b) **you** fail to comply with the terms of an agreed instalment plan or payment option

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- (c) **you** use electricity illegally or breach clause 32, or
  - (d) **we** are entitled or required to do so under the conditions of our **licence** or by law (such as in the case of an emergency and/or for health and safety reasons).
- 27.2. **You** may request **us** to disconnect **your supply address**, provided **you** have given **us** prior notice of at least three **business days**. This request must be made in writing, in person at **our** offices, or by telephone.
- 27.3. **We** must comply with the conditions of **our licence**, the **Code** and the **Pre-payment Code**, (such as giving **you** the required notices and warnings) before arranging for the disconnection of **your supply address**.
28. **Reconnection after disconnection**
- 28.1. **We** will reconnect a disconnected **supply address** provided all connection charges are paid prior to 2:30 pm on a business day or if due to circumstances beyond **our** reasonable control, as soon as possible on the next **business day**. **We** may choose to refuse to reconnect **you**, if **we** are allowed to do so under **our licence** and any requirements under the **Code** or the **Pre-payment Code** (such as where the circumstance leading to the disconnection has not been fixed).
- 28.2. **We** will arrange a suitable time with **you** for the reconnection of **your supply address**.
- (a) If **you** make a request to be reconnected before 4.00pm on a **business day**, **we** will use **our best endeavours** to arrange for the reconnection of **your supply address** on the day of the request, and in any event, by the next **business day**.
  - (b) If **you** make a request to be reconnected after 4.00pm but before 9.00pm on a **business day**, **we** may charge an after-hours connection fee, and will endeavour to arrange for the reconnection of your **supply address** on the day of the request. If an after-hours reconnection is not possible, **we** will arrange for reconnection of **your supply address** by the end of the next **business day** and the after-hours connection fee will not apply.
  - (c) If **you** make a request to be reconnected after 9.00pm on a **business day**, **we** will arrange for the reconnection of **your supply address** by the end of the next **business day**.
- 28.3. Where a **supply address** has been disconnected for a period of six (6) calendar months or longer from the date of disconnection, **we** will require **you** to obtain (and keep) at **your cost** an Electrical Certificate of Compliance (ECC), issued by a current South Australian licensed electrical contractor, and verifying that the electrical installation complies with the requirements of the **Act** for that **supply address** before any reconnection will occur.
29. **Interruptions to supply**
- 29.1. **We** may interrupt or limit the electricity supply to **your supply address** at any time for any of the following purposes:
- (a) inspecting, testing, repairing, adjusting or removing **our** equipment
  - (b) inspecting, testing, repairing or adjusting **your** equipment
  - (c) inspecting, testing, repairing or adjusting **our** electricity distribution network
  - (d) maintaining the safe and efficient operation of **our** electricity distribution network

- (e) complying with the directions of the system controller, or
  - (f) to deal with an emergency.
- 29.2. **We** must give **you** reasonable notice before interrupting or limiting the electricity supply to **your supply address** unless:
- (a) the interruption is for less than 15 minutes
  - (b) it is an emergency, or
  - (c) the occupier of the **supply address** has agreed.
30. Illegal or improper use
- 30.1. If **you** have breached clause 32 of this **contact**, **we** may, in accordance with **our licence**, the **Code** and the **Pre-payment Code**:
- (a) estimate the amount of electricity so obtained and bill **you** for that amount, and
  - (b) recover that amount from **you**, as well as costs and interest, and
  - (c) disconnect **your supply address** immediately.

## Your obligations

### 31. What you are responsible for

- 31.1. **You** are responsible for:
- (a) maintaining the electrical installation at **your supply address** in a safe condition
  - (b) ensuring that any changes to the electrical installation at **your supply address** are performed by an electrician lawfully permitted to do the work and that **you** obtain and keep an Electrical Certificate of Compliance issued in respect of any of the changes
  - (c) the protection of **our electrical equipment** located at **your supply address**
  - (d) ensuring that any structures and vehicles are kept clear of **our electrical equipment**
  - (e) ensuring an Application for an Alteration form is forwarded to **us** by **you** or **your** electrician within 3 **business days**, when **you** change **your** electricity supply requirements by installing additional electrical appliances or equipment of capacity 2.5kW or greater
  - (f) seeking **our** approval prior to installing any additional appliances or equipment of capacity 5kW or greater, so that **we** can assess the ability of **our** network and **your** connection to the network to meet **your** additional requirements and advise **you** if any additional work is required and the associated costs (if any)
  - (g) new installations with a maximum demand in excess of 100 kW must incorporate onsite generation for the purposes of network maximum demand control configured for automatic connection to the total site electrical load on remote command from the power station. Final system design must be submitted to and approved by **us** prior to agreement to provide supply
  - (h) if **you** have, or intend to have, electricity generating equipment at the **supply address**, this equipment must comply with District Council of Coober Pedy Distributed

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Generation Policy. In particular, no feed in is permitted and no feed in **tariff** is offered, unless explicitly authorised by District Council of Coober Pedy. This authorisation will provide limits on the amount of exports and the terms applicable

- (i) providing sufficient information to **us**, on request and within a reasonable period of time, so that **we** can calculate the electricity used by any unmetered loads that **you** have
- (j) where information on **your** unmetered load has been provided to **us**, advising **us** as soon as reasonably practicable, whenever there is a change to this unmetered load, and
- (k) ensuring safe and convenient access for **our** electricity officers to **your supply address** for the purposes expressed in clause 11 and responding promptly to any request made by **us** regarding such access.

### 32. What you must not do

#### 32.1. You must not:

- (a) allow electricity supplied by **us** to be used other than at the **supply address** and in accordance with this **contract**
- (b) use at the **supply address** electricity supplied for use at another **supply address**
- (c) sell electricity to any other person except in accordance with a licence issued by the **Commission** or with an exemption granted under the **Act**
- (d) tamper with, or permit tampering with, the meter or associated **electrical equipment**
- (e) allow electricity supplied to the **supply address** to bypass the meter.
- (f) damage or interfere in any way with **our electrical equipment**
- (g) make a connection to **our** distribution network or increase the capacity of an existing **supply point**
- (h) allow a person who is not an electrician lawfully permitted to do the work, to perform any work on the electrical installation
- (i) use, or cause to be used, electricity in a manner that:
  - (i) interferes with **our** distribution network
  - (ii) interferes with the supply or quality of supply, to other **customers**, or
  - (iii) causes damage or interference to any third party
- (j) give **us** false, incomplete or incorrect information about which **tariff** and charges should apply to **you**
- (k) use electricity supplied under a specific **tariff** for a purpose other than as contemplated by that **tariff**
- (l) install appliances or equipment of capacity 5kW or greater without receiving **our** prior approval, to allow us to determine if additional works are required and the associated costs (if any), or

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(m) otherwise use electricity or tamper with **your** electrical installation in a way contemplated as improper or in an illegal manner.

### 33. Vacating a supply address

- 33.1. You must give **us** as **your** retailer at least 24 hours' notice, either written or by phone, of **your** intention to vacate **your supply address**, together with a forwarding address for **your** final bill.
- 33.2. When **we** receive the notice, **we** must arrange for **your** meter to be read on the date specified in **your** notice, or if the date specified in **your** notice cannot reasonably be met by **us**, then the **parties** must negotiate reasonably to agree an alternative date for **your** meter to be read by **us** and for a final bill to be sent to **you** at the forwarding address stated in **your** notice.
- 33.3. If you do not give **us** the required notice, or if **you** do not give **us** access to **your** meter on the date specified in **your** notice or an alternative date agreed to by **you** and **us**, **you** will be responsible for all gas used at the **supply address** until **we** become aware that **you** have vacated **your supply address** and **we** arrange, within a reasonable timeframe, for **your** meter to be read

### 34. Information we need

- 34.1. **You** must provide **us** with all information **we** reasonably require for the purposes of this **contract**. All information **you** provide must be correct. **You** must tell **us** within a reasonable period of time, if information **you** have provided to **us** changes (for example, if **your** address changes, or the purpose for which **you** are buying electricity changes).

## Part B: Terms and conditions exclusive to post-payment customers

Clauses 35 to 43 (inclusive) apply only to **post-payment meter customers** and do not affect the rights, obligations and liabilities of **pre-payment meter customers**.

### 35. Billing

- 35.1. **We** will send **you** a bill as soon as reasonably practicable after the end of each **billing cycle**.
- 35.2. The bill will be in a form and contain such information as is required by **our licence** and any applicable requirements of the **Code**, as amended from time to time.
- 35.3. **We** must send a bill:
  - (a) to **you** at the email address or the physical address currently nominated by **you**, or
  - (b) to a person authorised in writing by **you** to act on **your** behalf at the email address or the physical address currently specified by **you**.
- 35.4. If **we** fail to issue a bill following the end of a **billing cycle**, **we** will offer **you** the option of paying for any electricity used during the relevant **billing cycle** under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which **we** did not bill **you** or twelve months.

### 36. Calculating the bill

- 36.1. The amounts **you** owe under this **contract** will be calculated based on:
  - (a) the application of the prices set out in **our fees and charges schedule**, and
  - (b) information from reading **your** meter or from using an approved estimating system, and
  - (c) the amount for any other services supplied under this **contract**.

### 37. Estimating the electricity usage

- 37.1. If **you** are **post-payment customer** and **your** meter is unable to be read for any reason (for example, access to the meter cannot reasonably be gained, or the meter breaks down or is faulty), **we** can estimate how much electricity was supplied to **your supply address** by using other information (such as **your** previous bills or **your** electricity usage history).
- 37.2. If **your** meter is subsequently able to be read, the bill will be adjusted for the difference between **our** estimate and the actual amount of electricity used, based on the reading of the meter.
- 37.3. If **your** meter was unable to be read due to **your** actions or inaction, **we** may impose the charge in the **fees and charges schedule** for arranging for **your** meter to be read at a subsequent time.

### 38. Paying your bill

- 38.1. The amount **you** must pay, the due date and the method(s) of payment for the services **we** provide under this **contract** will be set out in the bill sent to **you**.

38.2. **You** can pay the bill using any of the payment methods listed on the bill. If a payment **you** make is dishonoured (e.g. where a cheque or credit card payment is not honoured), and **we** incur a fee as a result, **you** must reimburse **us** the amount of that fee.

#### 39. Late payments

39.1. If **you** are a **post-payment customer** and **you** do not pay **your** account on time, **you** may be required to pay **our** reasonable costs of recovering that amount from **you**. **You** may also be required to pay interest on the outstanding amounts at a rate approved by the **Commission** from time to time for a specific group of **customers**, as outlined in the **Code**

#### 40. Undercharging

40.1. Further to clause 25.4, if **we** decide to recover the undercharged amount from **you**, **we** will:

(a) Offer **you** time to pay the undercharged amount by agreed instalments. The period of time taken to recover any undercharged will not be longer than the period during which the undercharging occurred. If the undercharging has occurred over 12 months or more, the period of time taken to recover any undercharged amount will be limited to 12 months.

40.2. If **we** have undercharged **you**, or not charged **you** at all, for electricity used as a result of **your** fraud, illegal consumption, or illegal connection of electricity, **we** will estimate the consumption for which **you** have not paid and will issue a bill for the unpaid amount.

#### 41. Overcharging

41.1. Where **you** have been overcharged, **we** will inform **you** and follow the required procedures for repaying the money as outlined in the **Code**.

41.2. If the amount cannot be credited to **your** next bill (for example, if **you** will not have another bill from **us**), **we** must repay the amount as directed by **you**, within 10 **business days**.

#### 42. Reviewing **your** bill

42.1. If **you** disagree with the amount **you** have been charged, **you** can ask **us** to review **your** bill or account. The review will be undertaken in accordance with the requirements of **our licence** and the **Code**.

42.2. If **your** bill or account is being reviewed, **you** are still required to pay the greater of:

- (a) the portion of the bill which **you** do not dispute; or
- (b) an amount equal to the average of **your** bills or account charges in the last twelve months (excluding the bill(s) in dispute).

42.3. **You** must also pay any future bills, accounts or prepay recharges.

42.4. **We** will inform **you** of the outcome of **your** bill review as soon as reasonably possible, but in any event, within 20 **business days**.

42.5. If, after conducting a review, the bill is found to be correct, **you** will be required to pay the outstanding amount of the bill.

42.6. If the bill is found to be incorrect, the bill will be adjusted in accordance with clause 40 or clause 41, as the case may require.

43. Security deposits

- 43.1. If **you** have paid a security deposit, **we** must pay **you** interest on the deposit at a rate and on terms required by **our licence** and the **Code**.
- 43.2. **We** may use **your** security deposit, and any interest earned on the security deposit, to offset any amount **you** owe under this **contract**:
  - (a) if **you** fail to pay a bill and, as a result, **we** arrange for the disconnection of **your supply address**, or
  - (b) in relation to a final bill (i.e., the bill **we** issue when **you** stop buying electricity from **us** at **your supply address**).
- 43.3. If **you** are purchasing electricity for business or commercial use, **we** may request that **you** increase the amount of **your** security deposit in accordance with **our licence** and the **Code**.

## Part C: Terms and conditions exclusive to pre-payment customers

Clauses 44 to 57 (inclusive) apply only to **pre-payment meter customers** and do not affect the rights, obligations and liabilities of **post-payment meter customers**.

### 44. Eligibility for pre-payment metering

- 44.1. The **supply address** must be fitted with a smart meter by **us** specifically designed to accommodate prepaid arrangements.
- 44.2. **You** may only enter into a **pre-payment meter** arrangement if **explicit informed consent** is provided by **you** to **us**. **Explicit informed consent** can only be provided after timely, accurate, verifiable, and truthful information regarding the pre-payment terms and conditions are provided to **you**.
  - (a) This consent can be in the form of a telephone conversation, written correspondence, or electronic communications signed by **you**.
  - (b) We will not pressure **you** to enter into a **pre-payment meter** arrangement with **us** and all information provided will be in plain language appropriate to **you**.
- 44.3. **We** will not enter into a **pre-payment meter** arrangement if you require a **life support system** or a person who is a registered user of a **life support system** resides at **your supply address**.
  - (a) If **you** are on a **pre-payment meter** arrangement, **you**, a **medical practitioner**, or an authorised party acting on **your** behalf must inform **us** as soon as reasonably practicable if **your supply address** maintains a **life support system**.

### 45. Credit retrieval

- 45.1. If **you** decide that **you** no longer want to be on **our** pre-payment system, **your pre-payment meter** arrangements are terminated, or **your pre-payment meter** arrangements otherwise end, **you** are entitled to retrieve any unused credit on **your** account.
- 45.2. On **your** last day under **your pre-payment meter** arrangements, **we** will verify the amount of electricity used, and how much credit **you** have remaining. **We** will then transfer any remaining credit back to **you** through an Electronic Funds Transfer, within three **business days**. Please provide **us** with **your** banking and account details at this time. Please be aware that the transfer may take time for **your** bank to process, which will vary depending on **your** bank. Where **you** do not have a bank account, **we** will arrange for any credit to be returned to **you** via an agreed method and within a reasonable timeframe.

### 46. Disclosure statement

- 46.1. **We** will provide **you** with a written disclosure statement at the time **your explicit informed consent** is obtained which will include:
  - (a) the date of commencement of the pre-payment arrangements
  - (b) current fees, charges, and **tariffs** that are applicable
  - (c) the method by which **you** will receive any State Government energy concession **you** are entitled to
  - (d) methods of payment and the locations of payment centres or recharge facilities

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- (e) the amount of **emergency credit** provided to **you**
- (f) connection and installation costs
- (g) termination and/or reversion charges
- (h) dispute resolution options
- (i) any right to rescind these prepaid standard terms and conditions, and
- (j) **our** contact details for enquiries, complaints, and emergency service.

46.2. If **you** require the written disclosure statement in a language other than English or in a different format suitable for **your** needs, **we** will use **our** best efforts to make a copy available in **your** preferred language or format.

### 47. Emergency credit

- 47.1. **We** will provide **you** with \$10 of **emergency credit**. The **emergency credit** can only be used if **you** run out of credit on **your** account and need to recharge. **Emergency credit** will be offered on the smart meter and **you** do not need to contact **us** to use **emergency credit**.
- 47.2. If **you** are using **emergency credit**, **you** will need to purchase more electricity as soon as reasonably practicable. If **you** do not purchase more electricity and **you** run out of **emergency credit**, **your** electricity may be **self-disconnected**.
- 47.3. If **you** use **emergency credit** and need to repay **us**, **you** can choose to have a portion of **your** future electricity purchases dedicated to repaying the **emergency credit** used. **You** may pay up to 30% of a future **pre-pay recharge** payment, or payments, toward the **emergency credit** repayment.
- 47.4. **You** can also choose to pay the entire **emergency credit** debt amount in a single payment.

### 48. Protected period and friendly credit

- 48.1. Outside the hours of 10:00am and 3:00pm on weekdays (except public holidays) is a **protected period** and **your pre-payment meter** will not **self-disconnect you** if **you** run out of **emergency credit**.
- 48.2. During the **protected period**, if **you** run out of **emergency credit**, **your** electricity will remain connected and will operate on **friendly credit**. Any **friendly credit** provided to **you** will need to be repaid.
- 48.3. **Friendly credit** will be automatically activated if **your emergency credit** runs out during the **protected period**, and there is no need for **you** to contact **us** to activate the use of **friendly credit**.
- 48.4. If **you** use **friendly credit** and need to repay **us**, **you** can choose to have a portion of **your** future electricity purchases dedicated to repaying the **friendly credit** used. **You** may pay up to 30% of a future **pre-pay recharge** payment, or payments, toward the **friendly credit** repayment.
- 48.5. **You** can also choose to pay the entire **friendly credit** debt amount in a single payment.

#### 49. System testing

- 49.1. **You** may request that **we** test and check **your** pre-payment meter if **you** believe it is not accurate. Upon receiving your request, **we** will make immediate arrangements to do one or more of the following as **we** determine is appropriate in the relevant circumstances:
- (a) check the metering date
  - (b) check / test the pre-payment meter system, and/or
  - (c) check / test the meter installation at **your** connection point.
- 49.2. **We** may charge a fee for the reasonable costs of testing of the meter. **We** will advise **you** what fees **you** will need to pay, and **you** will be required to pay the fees for testing the meter in advance.
- 49.3. If we find that **your** meter is inaccurate or not operating correctly, **we** will:
- (a) correct any overcharging or undercharging
  - (b) refund the testing fee paid in advance
  - (c) make immediate arrangements to replace or repair the pre-payment meter, and
  - (d) advise **you** of the existence of **our** dispute resolution processes available.

#### 50. Reversion and transfer

- 50.1. At any time, **you** may request the cancellation of **your pre-payment meter** arrangement and be reverted to a standard **post-payment meter** arrangement.
- 50.2. Upon receiving this request, **we** will make immediate arrangements to either remove the **pre-payment meter** and install a standard **post-payment meter** or revert the **pre-payment meter** to its standard operating mode so that the meter operates as a standard **post-payment meter**. **You** will not be required to pay to remove the **pre-payment meter**, install a standard **post-payment meter** or revert the **pre-payment meter** to a standard **post-payment meter**.

#### 51. Billing

- 51.1. **We** will establish a **pre-payment meter customer** account for **you**, which will be utilised for the charging of supply charges and electricity consumption.
- 51.2. **We** will provide you with the following information regarding **your pre-payment meter**:
- (a) instructions on how to operate the **pre-payment meter**
  - (b) instructions on how the **emergency credit** facility operates
  - (c) instructions on how the **friendly credit** facility operates
  - (d) instructions on how to obtain a refund of remaining credit when **your customer contract** is terminated, and
  - (e) instructions on how and where payments to **your pre-payment meter account** can be made.

## 52. Maintaining your energy supply

- 52.1. The method of payment for the services **we** provide under this **contract** will be set out in the **pre-payment meter** instructions provided to **you** (and available on **our** website).
- 52.2. **We** will ensure that facilities are available to **you** to make the required payments. At a minimum, **we** will ensure:
- (a) **you** can make cash top up purchases at two locations which are readily accessible, one of which being open between 9:00am and 5:00pm every day (including Saturdays, Sundays, and public holidays, except for Christmas day)
  - (b) by a 24-hour phone service that operates every day (including Saturdays, Sundays, and public holidays, except for Christmas day) for top up purchases using credit card, debit card, or electronic funds transfer.
    - i) **we** may accept any other telephone payment method, provided that it is agreed upon by both **you** and **us**.
  - (c) a 24 hour electronic or other payment method which operates everyday (including Saturdays, Sundays, and public holidays, except for Christmas day).
- 52.3. The minimum amount **you** can pay to top up **your** account is \$10.00.

## 53. Financial hardship

- 53.1. **We** are required to identify situations where **you** may be experiencing difficulties in paying **your** bill or **prepay recharge**. This may be if **you**:
- (a) disconnect three times within three months for longer than 240 minutes on each occasion, or
  - (b) self-disconnect for more than 24 hours.
- 53.2. In such cases, **we** may offer **you** the opportunity to pay **your** bill or **prepay recharge** under an instalment plan and provide **you** with information about various payments options and, where applicable, payment assistance.
- 53.3. **Our** obligations for **customers** experiencing financial hardship can be found in the **Pre-payment Code**.

## 54. Undercharging

- 54.1. Further to clause 25 if **we** decide to recover the undercharged amount from **you**, **we** will:
- (a) Offer **you** time to pay the undercharged amount, either by agreed instalments or by an agreed adjustment to the charges in the **pre-payment meter**. The period of time taken to recover any undercharged will not be longer than the period during which the undercharging occurred. If the undercharging has occurred over 12 months or more, the period of time taken to recover any undercharged amount will be limited to 12 months.
- 54.2. If **we** have undercharged **you**, or not charged **you** at all, for electricity used as a result of **your** fraud, illegal consumption, or illegal connection of electricity, **we** will estimate the consumption for which **you** have not paid and either:
- (a) bill **you** for all of the unpaid amounts, or

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- (b) make a reasonable agreement with **you** to adjust the charges in **your pre-payment meter** to recover the unpaid amount.

### 55. Overcharging

- 55.1. If **you** have been overcharged by **us**, within 10 **business days** of being informed of the overcharge, **we** will ask **you** for instructions regarding whether any overcharged amount should be repaid to **you** or added to the balance of **your pre-payment meter** account.
- 55.2. **You** need to provide **us** with instructions for the overcharged amount within 20 **business days**. If, after 20 **business days**, **you** do not provide **us** with any instructions, **we** must add the overcharged amount to the balance of **your pre-payment meter** account.

### 56. Reconnection after self-disconnection

- 56.1. Further to clause 28, if **you** are **self-disconnected** due to running out of **emergency credit** and/ or **friendly credit**, **your pre-payment meter** will recommence supply as soon as information is communicated to the pre-payment meter that a payment to **your** account has been made which brings **your** balance into credit.

### 57. Privacy and confidentiality

- 57.1. In addition to the information stated in clause 12, **we** also collect and retain the following information specifically for **pre-payment metering customers**:
  - (a) the explicit informed consent provided when **you** enter into a **pre-payment meter** arrangement,
  - (b) information about **self-disconnections** due to running out of **emergency credit**, and
  - (c) information about offers made to **you** to revert the **pre-payment meter** to a standard **post-payment meter** operating mode.