

# Bass Strait Islands.

Customer Service Charter.



## About this Charter.

This Charter summarises the rights, entitlements and obligations you have as a customer, and the rights, entitlements and obligations Hydro Tasmania and Momentum Energy have relating to the provision of electricity services.

Hydro Tasmania is licensed to provide electricity generation, distribution and retailing services on the Bass Strait islands. The retailing function is performed under contract by Hydro Tasmania's 100%-owned retailing entity, Momentum Energy.

This Charter should be read in conjunction with your contract, which is available at [momentumenergy.com.au](http://momentumenergy.com.au)

This Charter is divided into sections relating to the roles of Momentum Energy and Hydro Tasmania on the Bass Strait islands. Momentum can provide you with a copy of this Charter on request and it's available at [momentumenergy.com.au](http://momentumenergy.com.au)

## Contract terms and conditions

You'll be on one of the following arrangements, and terms and conditions for these (which are revised from time to time) can be found at [momentumenergy.com.au](http://momentumenergy.com.au):

- Standard Terms and Conditions for BSI Customers: Applies to the sale and supply of energy and connection services to you at your premises.
- Renewable Energy Feed-in Standard Terms and Conditions: Applies to the purchase of power by us from you if you have a renewable generating system with a total capacity of 7.46kW or less.

If you have a renewable generating system with a total capacity that's more than 7.46kW or a system which isn't renewable, the terms and conditions which apply to the purchase of power by us from you are those specified in your connection agreement with us.

For any questions about your agreement with us, or if you need a printed copy of your terms and conditions, please call Momentum on **1300 662 778**.

## Who do I call?



### Retail questions

For billing enquiries, connections and all general enquiries, call Momentum:

**1300 662 778**

8am–7pm (AEST)

Monday–Friday (except public holidays)



### Distribution questions

For enquires about generation or distribution functions, call Hydro Tasmania:

**1300 360 441**

8.30am–5pm (AEST)

Monday–Friday (except public holidays)



### Emergencies and faults

Call TasNetworks:

**13 2004**

24 hrs a day, 7 days a week

Please note that neither Momentum nor Hydro Tasmania have a dedicated 24-hour call centre service, so we rely on TasNetworks to receive information on our behalf.

## Momentum Energy

Momentum Energy, an energy retailer based in Victoria, is a leading supplier of electricity and gas solutions to business customers and residential markets across Australia. Momentum began retailing in 2004, with Hydro Tasmania assuming full ownership in 2009.

### Customer service and advice

We can provide a range of advice and information on electricity use. Please call our Customer Care Team on **1300 662 778**.

Our standards for phone calls are:

- All phone calls are recorded for training and development purposes
- We'll always answer with our operator's name
- We'll ask some qualifying questions to ensure privacy guidelines are met
- If we can't answer your enquiry on the spot, we'll return your call within an agreed time.

### Simplified bills

Your Momentum bill will give you the information you need to understand how much electricity you're using. We'll send you a bill every three months unless we've agreed a different timeframe.

For most customers, the bill is made up of:

- (a) a daily charge, which covers the costs of serving you and maintaining your connection
- (b) an energy charge for the electricity you've used.

We'll try to calculate your bill on actual meter readings, but where this isn't possible we may calculate your bill on an estimate of your electricity usage. If we estimate the amount of energy consumed at your premises to calculate a bill, we'll clearly indicate on the bill that it's based on an estimation (or substituted read), and when your meter is later read we'll adjust your bill for the difference between the estimate and the energy actually used.

We aim to get your bill right every time. If we've overcharged you in error, we'll correct the error in line with the Tasmanian Electricity Code.

We're committed to clear and accurate bills. If you have a question about your bills or your meters please call us on **1300 662 778**.

### Giving you more payment options

We offer a range of payment options including:

**Direct debit:** Set up direct debit either from your bank account or with your credit card by visiting MyAccount, [momentumenergy.com.au/myaccount](https://momentumenergy.com.au/myaccount)

**Mail:** Mail your cheque or money order together with your payment slip to Momentum Energy Pty Ltd, GPO Locked Bag 2930, Melbourne, VIC 3000.

**BPAY®:** Through your participating financial institution. See the remittance section of your bill for more information.

**In person:** At a post office or Service Tasmania office by presenting your bill.

**Phone:** Please call **1300 662 778** to pay your bill using Visa, Mastercard or AMEX.

**Online:** You can pay your bill through MyAccount using Visa, Mastercard or AMEX. To log in, go to [momentumenergy.com.au/myaccount](https://momentumenergy.com.au/myaccount)

If you're having difficulty paying your bill, we may be able to help – please call **1300 662 778**. We ensure all customers who need additional support will be treated with respect and sensitivity.

## Momentum's Payment Assistance Policy

### Helping residential customers experiencing financial hardship.

For a copy of our Payment Assistance Policy please visit [momentumenergy.com.au](https://momentumenergy.com.au), or call **1300 662 778**.

## Privacy

We understand the importance you place on privacy. We respect and protect the privacy of our customers and everyone we deal with. We must comply with any Regulatory Instruments concerning the use or disclosure of personal information about our customers, such as the *Privacy Act 1988* (Cth). Our privacy commitment extends to businesses and business information as well as individuals and their personal information.

Personal or business information may include your name, date of birth, current and previous addresses, telephone numbers, email accounts, financial circumstances, creditworthiness, credit history, concession or discount entitlement, and your account history. We'll only collect this information for the purpose of providing electricity services to you.

Upon request, we'll give you access to personal or business information we hold about you. If we're advised that the information we hold is incorrect, we'll correct it. If we have no further need for your personal information, we'll destroy our records. If you'd like to access the information we hold about you, please call **1300 662 778**.

For a copy of our Privacy Policy please visit [momentumenergy.com.au](https://momentumenergy.com.au), or call **1300 662 778** to request a copy.

## Life support customers

It's important you notify Momentum if you have life support equipment at your premises. Please call **1300 662 778** for more information on life support customers or to register your premises as having life support equipment.

## Moving premises

If you're moving, you must give us three business days' notice and provide your new address or a forwarding address to send the final account to.

We'll try to carry out a final reading or disconnection (as applicable) of the meter at the address you're leaving but if we're unable to do so due to your actions, you'll remain liable for the account until the final reading or disconnection (as applicable) takes place.

## Disconnection of supply

If you don't pay your bill by the due date and haven't made alternative arrangements, we may arrange disconnection of your energy supply. Before this action of last resort is undertaken, we'll try to contact you. Contact activity may take the form of notices, letters, SMS reminders, automated messages, phone calls, site visits, and contact via third party collection agencies. In the event of long outstanding delayed payment, default listing with a credit reporting agency may also be undertaken.

If your energy supply has been disconnected due to non-payment, if practical we'll arrange reconnection on the same business day upon payment of your account – however this may not always be possible.

We may also disconnect your power supply if:

- we can't access your property to read the meter on three successive occasions
- there's been illegal or fraudulent use of energy at your premises
- there's an emergency or for health and safety reasons (as deemed necessary by the Hydro Tasmania system controller)
- we're otherwise entitled or required to do so under the Tasmanian Electricity Code or by law.

## Your responsibilities

As a Momentum Energy customer, you must:

- pay the balance on your account on or before the due date
- contact Momentum prior to the due date if you anticipate that it may not be possible for you to pay your bill on time

- ensure all information you provide is correct, and promptly notify us of any changes
- register life support equipment with Momentum Energy if required
- provide safe and unhindered access to your premises for the purpose of performing work relating to your electrical connection (including reading your meter and connecting or disconnecting the premises)
- ensure safe clearances are maintained between trees and vegetation on your property and our lines and equipment
- let us know of any special arrangements and requirements you may have concerning access to your property
- you must not:
  - (a) willfully damage or tamper with the metering equipment and you must report any damages that have occurred
  - (b) use the energy supplies to your premises or any energy equipment in a manner that unreasonably interferes with the connection or supply of energy to any third party, or otherwise than in accordance with your contract, the law and the Tasmanian Electricity Code.

## Feedback and complaints

We take customer service seriously, and we'll continually monitor all aspects of our services to you. If you think our service has failed to meet your expectations, we need to know. We'll listen carefully and respond promptly. If we make an error, we'll admit our mistake, apologise and do our best to rectify it.

If you wish to make a complaint or provide feedback on Hydro Tasmania or Momentum Energy's service please call **1300 662 778**.

We're committed to act on your comments. Complaints will be handled according to their complexity, by staff who have an appropriate level of experience and authority. If you're not satisfied with our response, you may refer the matter to the Energy Ombudsman of Tasmania on **1800 001 170** or via their website at [energyombudsman.tas.gov.au](http://energyombudsman.tas.gov.au). The Ombudsman provides a free, independent complaints resolution service.

## Hydro Tasmania's responsibilities

The Tasmanian Electricity Code requires Hydro Tasmania to supply our customers with electricity of a specified standard. For more information about the Code please visit the website of the Office of the Tasmanian Economic Regulator at [energyregulator.tas.gov.au](http://energyregulator.tas.gov.au)

## Connection of supply to new premises

Hydro Tasmania will connect your newly constructed premises by an agreed date, provided we have access and we're notified (generally by your licensed electrical contractor) that all is safe and ready. Where there's no agreed date, we'll connect you within the prescribed timeframes as set out in the Tasmanian Electricity Code.

If supply to your new premises involves the construction of new lines, we'll negotiate and agree on a date for connection. Hydro Tasmania is committed to quick and easy connections. Please call **1300 360 441** to arrange a new connection. It's important to keep in mind that some types of connections can take a considerable amount of time if new infrastructure needs to be built.

## Keeping you connected

Hydro Tasmania is committed to providing you with a safe and reliable supply of electricity. However, sometimes interruptions can't be avoided, such as during significant weather events, or when essential maintenance is required.

It's important to remember that we can't guarantee 100% reliability, and if necessary you should have a contingency plan in place in case an unplanned interruption occurs.

### Life support customers and planned interruptions

If you let us know that a person at your address is dependent on a life support machine, we'll give you at least four business days' written notice of any planned interruptions to your power supply which have not been agreed with you in advance. Please call Momentum on **1300 662 778** for more information about life support customers.

## Ensuring people's safety

Please slow down and obey traffic control measures when our people are working on equipment near public roads.

### Electrical safety

For electrical issues outside your home or those that fall into the following categories please call our emergency/fault report service provider TasNetworks immediately on **13 2004**:

- any water taps emitting a mild electric shock
- appliances or power tools giving electric shocks
- lights varying in brightness.

For all other electrical issues inside your home such as those listed below, please call your licensed electrical contractor without delay:

- power points or light fittings are damaged
- there is excessive noise or sparking from power points
- fuses constantly blow or circuit breakers trip
- electrical appliances are working slowly
- earth wires are disturbed.

## In an emergency, or when there is a prolonged interruption to supply

We provide a 24-hour emergency service centre through TasNetworks. Call TasNetworks on **13 2004** to report a power failure or any electrical emergency. Information on prolonged power supply interruptions will also be provided through the TasNetworks emergency service centre.

### Planned interruptions

Planned interruptions are scheduled so we can maintain our infrastructure – in most cases improving the reliability and security of power supplies.

Except in the case of an emergency interruption, if we plan an interruption to your supply and haven't made specific arrangements with you, we'll give you at least four business days' notice. This may be provided through a general notice in the paper, or by providing you with notice directly.

Please be aware that we don't supply generators to individual customers during planned interruptions. If you or your business depends upon a continuous supply of power, you should take appropriate steps to ensure continuity of supply. Your licensed electrical contractor should be able to provide advice on the most suitable option for a continuous supply of electricity during times of planned and unplanned interruptions.

### Unplanned interruptions

Sometimes faults occur in the electricity network leaving you without supply. If you lose supply but notice that your neighbours still have power, the first thing to do is check your own fuses or circuit breakers. If these don't appear to be the cause, please contact our emergency/fault report service provider TasNetworks on **13 2004**. We'll do everything possible to restore your supply quickly. Our aim is to get your power back on within four hours of notification.

We aim to provide a safe and reliable supply for all our customers and timely restoration if your power does go out. Our system cannot notify us of all faults and in some cases we rely on our customers to report supply interruptions.

Unfortunately, events beyond our control can occur, which means that we can't guarantee 100% reliability. Causes may include:

- storms or strong winds
- lightning strikes
- vegetation touching power lines
- bushfire
- vehicle accidents that cause damage to our infrastructure
- birds or wildlife coming into contact with our power lines
- equipment failure.

We understand these interruptions can be frustrating, but they occur to ensure your electricity supply is safe. Sometimes your supply may be interrupted briefly and restored within a second or so. This is normal and can be caused by strong winds, tree debris falling across power lines, animals or lightning.

## Your property

### Access

There are times when Hydro Tasmania employees or contractors may need to enter your property. If this is necessary, we'll respect your property and be there only for as long as needed.

In such situations, we need your help to ensure safe, mutually convenient and unhindered access. You must also ensure pets do not prevent access. For instance, if a Hydro Tasmania employee hears or sees a dog that is not visibly secured, they will not enter your property.

Our staff are approved representatives who carry official identification and will show it to you on request.

### Vegetation

Hydro Tasmania is responsible for maintaining a minimum safety clearance for vegetation near our electrical infrastructure. This may include trees overhanging our power lines in the street or on your property. As a result, we (or our contractors) may need to trim trees under our power lines on your property or in the road reserve.

For your own safety and the safety of the community, you're responsible for maintaining a safe distance between vegetation on your property and the line servicing your house, as well as any private power lines. Any vegetation clearance work should always be undertaken by a suitably qualified vegetation contractor.

### Private power lines and poles on your property

A private power line usually starts at, and includes, the first low-voltage pole on private property. If your property is supplied by a high-voltage power line and a transformer off a public road, it may be a private line and you should seek advice from Hydro Tasmania about the responsibility for maintenance and repair.

A privately owned pole will normally have a yellow 'Private Pole' tag attached. This means that the pole is the responsibility of the owner – but please note that not all private poles will be identified with this tag.

If you have a private power line, it's your responsibility to maintain it in safe working order, fix any defects and keep trees or branches clear. This is to ensure reliable power supply, reduce the risk of electrocution or bushfires and keep your power lines safe.

If there are any safety issues you'll be notified by Hydro Tasmania or Worksafe Tasmania and it'll be your responsibility to rectify any defects. Any testing beyond the customer metering point is your responsibility.

## Other ways we'll serve you

### Punctual appointments

If we make an appointment with you we aim to be on location within 15 minutes of the appointed time. If we're delayed, we'll contact you in advance to arrange an alternative time.

### Prompt repairs

We'll try to replace defective street lamps adjacent to your home or business within seven business days of notification of a fault. If the fault requires more than a lamp replacement we may need longer. For other repairs, we'll let you know how long they'll take.

To notify us of problems requiring repairs, call our emergency/fault report service provider TasNetworks on **13 2004**.

### Exceptional circumstances

Occasionally, exceptional circumstances prevent us from meeting your service request. These include when we can't access your house or premises, storms, emergencies, major disruption to supplies, action by third parties (such as vandalism), or risks to safety. We'll make every effort to give you the best possible service.

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

### **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 <http://www.momentumenergy.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; or
- (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:
  - (1) 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;
  - (2) a Pensioner Concession Card or other entitlement card, issued under the law of the Commonwealth or of a State or Territory; or
  - (3) 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 48 072 377 158).

**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:
  - (1) where the electric line is carried onto the land by one or more poles, the first pole on the land carrying that electric line;
  - (2) where the electric line is connected directly to premises on that land, that connection to the premises; or

- (3) where it is not possible to determine a point of supply in accordance with (1) or (2) 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.