



# TASMANIAN GOVERNMENT GAZETTE

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### Tasmanian Government Gazette

Text copy to be sent to Print Applied Technology Pty Ltd.  
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## Notices to Creditors

IN THE ESTATE of ROY HAMILTON MUDGE late of 17 Seaview Avenue Tarooma in Tasmania retired painter/interior decorator deceased: Creditors next of kin and others having claims in respect of the property or Estate of the abovenamed deceased who died on the twenty-fifth day of June 2009 are required by the Executors David Martin Rees and Scott William Law to send particulars of their claim to the Registrar of the Supreme Court of Tasmania GPO Box 167 Hobart 7001 by the second day of October 2009 after which date the Executors may distribute the assets having regard only to the claims of which they have notice.

Dated this second day of September 2009.

E. R. Henry Wherrett & Benjamin, Solicitors for the Executors.

MARCIA FLORENCE LOUISE RUSSELL late of NESM Hospital Scottsdale in Tasmania widow: Creditors next of kin and others having claims in respect of the property or Estate of the deceased Marcia Florence Louise Russell who died on the nineteenth day of February 2008 are required by the Executors Julian Digby Abey and Marcia Russell C/- Douglas & Collins 9-13 George Street Launceston in Tasmania to send particulars to the Registrar of the Supreme Court GPO Box 167B Hobart in Tasmania and the Solicitors for the Executors Douglas & Collins 9-13 George Street Launceston in Tasmania by the third day of November 2009 after which date the Executors may distribute the assets having regard only to the claims of which they then have notice.

Dated this second day of September 2009.

DOUGLAS & COLLINS, Solicitors for the Executors.

DAPHNE JEAN WELDON late of 71 Currajong Street Mornington in Tasmania died on the twenty-fourth day of November 2008: Creditors next of kin and others having claims in respect of the property of the abovenamed deceased are required by the Executors Barry Douglas Weldon Peter John Weldon and Ann Maree Oates of c/- Page Seager 162 Macquarie Street Hobart in Tasmania to send particulars by the second day of October 2009 after which date the Executors may distribute the assets having regard only to the claims of which they then have notice.

Dated this second day of September 2009

PAGE SEAGER, Solicitors for the Estate.

**JUDD PATRICIA HOULTON** technical librarian/widowed deceased who died on the second day of July 2009 late of Sandown Village Apartments Sandy Bay in Tasmania ("the Testator"): As personal representatives of the Testator Anthony David Judd of 3 Darville Court Blackmans Bay in Tasmania draftsman/partner and James Alan Abbott of 16 Montgomery Avenue Seven Mile Beach in Tasmania policy analyst/married man require under Section 54 of the *Administration and Probate Act 1935* that any person who has a claim against the estate of the Testator lodge written details of their claim with the Registrar of the Supreme Court of Tasmania at Salamanca Place Hobart in Tasmania or with Peter Worrall Lawyers Legal Practitioners to the Estate GPO Box 1134, Hobart on or before thirty days after which date the personal representative pursuant to Section 55 of the *Administration and Probate Act 1935* is at liberty to pay and distribute the assets of the Testator dealing then only with the claims of which they and the Registrar have notice.

Dated this second day of September 2009.

PETER WORRALL LAWYERS, Lawyers to the Estate.

**WILLIAM JOHN LAYCOCK** late of 2 Hilltop Avenue Devonport in Tasmania widow deceased: Creditors next of kin and others having claims in respect of the property or Estate of the deceased William John Laycock who died on the twenty-third day of June 2009 are required by the Executor Tasmanian Perpetual Trustees Limited of 23 Paterson Street Launceston in Tasmania to send particulars to the said Company by the second day of October 2009 after which date the Executor may distribute the assets having regard only to the claims of which it then has notice.

Dated this second day of September 2009.

ANN SCOTT, Trust Admin Assistant.

**JOYCE CAROLINE ROBINSON** late of 6 Lockett Street Ulverstone in Tasmania retired butcher's assistant/widowed deceased: Creditors next of kin and others having claims in respect of the property or Estate of the deceased Joyce Caroline Robinson who died on the twenty-ninth day of June 2009 are required by the Executors Shirley Margaret Anderson and Tasmanian Perpetual Trustees Limited of 23 Paterson Street Launceston in Tasmania to send particulars to the said Company by the second day of October 2009 after which date the Executors may distribute the assets having regard only to the claims of which they then have notice.

Dated this second day of September 2009.

VALERIE HINE, Trust Administrator.

**EILEEN NELLIE WILLIAMS** late of 26 Queen Street Sandy Bay in Tasmania widow deceased: Creditors next of kin and others having claims in respect of the property or Estate of the deceased Eileen Nellie Williams who died on the seventh day of June 2009 are required by the Executor Tasmanian Perpetual Trustees Limited of 23 Paterson Street Launceston in Tasmania to send particulars to the said Company by the second day of October 2009 after which date the Executor may distribute the assets having regard only to the claims of which it then has notice.

Dated this second day of September 2009.

SARAH GRIFFITH, Trust Administrator.

**UNA LILIAN YOUNG** late of Karingal Nursing Home Lovett Street Devonport in Tasmania widow deceased: Creditors next of kin and others having claims in respect of the property or Estate of the deceased Una Lilian Young who died on the eighteenth day of June 2009 are required by the Executor Tasmanian Perpetual Trustees Limited of 23 Paterson Street Launceston in Tasmania to send particulars to the said Company by the second day of October 2009 after which date the Executor may distribute the assets having regard only to the claims of which it then has notice.

Dated this second day of September 2009

ANN SCOTT, Trust Admin Assistant.

NOTICE is hereby given that the Public Trustee has filed in the office of the Registrar of the Supreme Court at Hobart an election to administer the estate(s) of:—

**MERLE FRANCES WEBSTER** (also known as **MERLE FRANCIS WEBSTER**) late of 5 Erica Place Devonport in Tasmania Home Duties/Widow deceased

**CLARENCE ALBERT GARDAM** late of 1 Kermode Street Port Sorell in Tasmania Retired Labourer/Married Man deceased

Dated this second day of September 2009.

PETER MALONEY, Chief Executive Officer,  
Public Trustee.

## Administration and Probate

### ADMINISTRATION & PROBATE ACT 1935

#### *Notice of Application to Reseal Probate*

NOTICE is hereby given that after the expiration of fourteen days from the publication hereof Peter Carne the Public Trustee of Queensland of 444 Queen Street Brisbane in Queensland the Executor of the Will of **DAVID EDMUND MAINSBRIDGE** late of 930 Gympie Road Chermide in Queensland deceased to whom Probate of the said Will was granted by the Supreme Court of Queensland on the eighth day of May 2009 will apply to the Supreme Court of Tasmania in its ecclesiastical jurisdiction that the Seal of the said Supreme Court of Tasmania may be affixed to the said Probate pursuant to Part XI of the *Administration & Probate Act 1935*.

Dated this second day of September 2009.

BUTLER McINTYRE & BUTLER, Solicitors for the  
Public Trustee of Queensland.

### ADMINISTRATION & PROBATE ACT 1935

#### *Notice of Application to Reseal Probate*

NOTICE is hereby given that after the expiration of fourteen days from the publication hereof Peter Carne the Public Trustee of Queensland of 444 Queen Street Brisbane in Queensland the Executor of the Will of **FAY BARBARA MAINSBRIDGE** late of 930 Gympie Road Chermide in Queensland deceased to whom Probate of the said Will was granted by the Supreme Court of Queensland on the eighteenth day of May 2009 will apply to the Supreme Court of Tasmania in its ecclesiastical jurisdiction that the Seal of the said Supreme Court of Tasmania may be affixed to the said Probate pursuant to Part XI of the *Administration & Probate Act 1935*.

Dated this second day of September 2009.

BUTLER McINTYRE & BUTLER, Solicitors for the  
Public Trustee of Queensland.

## ADMINISTRATION &amp; PROBATE ACT 1935

*Notice of Intention to Apply for Letters of Administration*

NOTICE is hereby given that after the expiration of fourteen days from the publication hereof application will be made to the Supreme Court of Tasmania in its Ecclesiastical Jurisdiction that Letters of Administration of the Estate of HARRY MAXWELL EYLES late of 14430 Highland Lakes Road Deloraine in Tasmania artist/retired farmer/widower deceased intestate may be granted to Arthur John Eyles of 14374 Lakes Road Deloraine in Tasmania farmer/married and Helen Mary How of 10 Croydon Avenue Newstead in Tasmania retired artist/married the lawful son and daughter of the said deceased.

Dated this second day of September 2009.

LEWIS SAUNDERS & CO.,  
Solicitors for the Applicant.

## ADMINISTRATION &amp; PROBATE ACT 1935

*Notice of Intention to Apply for Letters of Administration*

NOTICE is hereby given that after the expiration of fourteen days from the publication hereof application will be made to the Supreme Court of Tasmania in its Ecclesiastical Jurisdiction that Letters of Administration (with Will annexed) of the Estate of NOELINE DASS late of 32 Mission Hill Road Penguin in Tasmania retired human resource worker/never married deceased intestate may be granted to Eleanor Esme James of 722 Forth Road Forth in Tasmania solicitor married woman the duly appointed attorney in Tasmania of Benita Dass-Grasse of 36/145 Caterbury Road Toorak in Victoria student single the daughter of the said deceased.

Dated this second day of September 2009.

WALSH DAY JAMES MIHAL PTY,  
Solicitors for the Applicant.

## ADMINISTRATION &amp; PROBATE ACT 1935

*Notice of Intention to Apply for Letters of Administration*

NOTICE is hereby given that after the expiration of fourteen days from the publication hereof application will be made to the Supreme Court of Tasmania in its Ecclesiastical Jurisdiction that Letters of Administration of the Estate of JOYCE VERA HEDDLE late of 46 Montrose Road Glenorchy in Tasmania widow/retired waitress deceased with the Will annexed may be granted to Debbie Anne Iles of 51 Kenbrae Avenue Glenorchy in Tasmania unemployed student/divorced Eboney Joy Susan Iles of Unit 40/123A Abbotsfield Road Claremont in Tasmania home duties/single and Brett Carlyle Iles of Risdon Prison in Tasmania unemployed mechanic/single the daughter granddaughter and grandson of the deceased and the residuary legatees named in the Will.

Dated this second day of September 2009.

SIMMONS WOLFHAGEN,  
Solicitors for the Applicants.

**Associations Incorporation**

## ASSOCIATIONS INCORPORATION ACT 1964

NOTICE is hereby given that the following associations changed their names:—

From:

<i>No.</i>	<i>Date</i>	<i>Name</i>
01053	20/08/2009	Hart Street Tennis & Squash Centre Inc
IA09861	12/08/2009	University-Mowbray Sports Club Incorporated

To become:

<i>No.</i>	<i>Date</i>	<i>Name</i>
01053	20/08/2009	Newstead Tennis & Squash Centre Inc
IA09861	12/08/2009	University Mowbray Sports and Community Club Inc

Dated this twenty-eighth day of August 2009.

C. BATT,  
Commissioner for Corporate Affairs.

## ASSOCIATIONS INCORPORATION ACT 1964

NOTICE is hereby given that as from the date hereof the incorporation of:—

<i>No.</i>	<i>Name</i>
02414	Dunalley Volunteer Ambulance Association Incorporated
03907	Bruny Island District School Community Inc
IA09571	Smithton Basketball Club Inc

is cancelled pursuant to Section 34 of the Act.

Dated this twenty-eighth day of August 2009.

C. BATT,  
Commissioner for Corporate Affairs.

## ASSOCIATIONS INCORPORATION ACT 1964

NOTICE is hereby given that at the expiration of 3 months from the date hereof the incorporation of:—

<i>No.</i>	<i>Name.</i>
00626	Spurr Wing Incorporated
00628	The Tasmanian Darts Council Inc
00969	Eightball Tasmania Inc
01511	Land Rover Owners Club Of Tasmania Incorporated
01858	Somerset Soccer Club Inc
02492	Ben Lomond Ski Patrol Inc
03005	Hillwood Football Club Inc
03511	Christian City Church (Tasmania) Inc
IA08052	Tasmanian Off Road Car Club Inc
IA09062	George Town Neighbourhood House Inc
IA09193	Sandy Bay Infant School Association Inc
IA09501	Old Scholars Superules Football Club Inc

<i>No.</i>	<i>Name.</i>
IA09632	Perth Football Club Incorporated
IA09686	Dominic Old Scholars Association Football Club Inc

will unless cause is shown to the contrary, be cancelled pursuant to Section 34(2) of the Act.

Dated this twenty-eighth day of August 2009.

C. BATT,  
Commissioner for Corporate Affairs.

#### ASSOCIATIONS INCORPORATION ACT 1964

NOTICE is hereby given that as from the date hereof the incorporation of:—

<i>No.</i>	<i>Name</i>
00013	Public Relations Institute of Australia (Tasmania) Inc
IA09032	Waterwatch Tasmania Inc

is cancelled pursuant to Section 34A of the Act.

Dated this twenty-eighth day of August 2009.

C. BATT,  
Commissioner for Corporate Affairs.

### Business Names

#### BUSINESS NAMES ACT 1962

NOTICE is hereby given that the names of:—

<i>No.</i>	<i>Name</i>
10056	Chris McCausland Financial Services
19333	Harris Bros Motor Body Works
21686	A Touch of Class
31249	Quality Plumbing Service
51157	Park Lodge Medical Centre
61222	Coastal Car Carpets
76221	Aviatronics
79448	Ranger Screens
99332	Luke Contracting Services
109035	Rapid Refund
110944	Glenview Wagy
110957	Executive Tax Service A Division of H & R Block
111396	Kornie Food Co.
111397	Purine Health Foods Co.
111554	Greaves Marketing Services
BN01272755	Electronic Refund Advance
BN01274016	Flinders Island Spreading
BN01275343	Cockburn & Kulahan
BN01279233	Hobart Independent Taxi Service
BN01286201	RSVP Surveys
BN01336514	Jackson's Dance Centre
BN01384715	The Soapbubble

<i>No.</i>	<i>Name</i>
BN01385100	Australian Tourism Research
BN01385124	Australian Tourism Events
BN01385859	Lapwing Consulting
BN01386463	Nigel Medwin Services
BN01388083	Economy Warehouse
BN01391641	Pyengana Organic Produce
BN01393649	Port Sorell Medical Centre
BN01393777	Juicy Jewels
BN01394186	AAMI Skilled Drivers of Australia
BN01394472	Free Choice Stores Tobacconist Sheffield, Binny's Foodstore
BN01394551	C.J. Newell Consulting
BN01395531	Altmore House
BN01395919	A M H Enterprises
BN01398623	Pay As You Go Homes
BN01399342	Tassie Beach Shacks
BN01475319	Mandy Buchanan's Golf Shop
BN01478321	Worker's Compensation Solutions
BN01478825	Jessup Builders
BN01514854	Regeneration Designs
BN01517077	Harcourts Midlands
BN01517557	Richmond Raspberry Farm
BN01519013	Barrick Henty
BN01520120	Ridges Home Garden Maintenance
BN01520258	Jenerick Interior
BN01523004	Blitz'd
BN01523181	Compass Consulting
BN01523430	Tazstone Benchtops
BN01523995	Loaves
BN01524264	Ray White Livestock Leasing
BN01524689	Franny's B & B
BN01525347	Baraka Print
BN01525396	Tas Cherry Express
BN01526534	Beyond the Backyard
BN01526984	Harvey Norman Home Services
BN01526730	We Can Do It Together
BN01527320	Nourishing Nosh
BN01552533	Molly Murphy's
BN01567366	The Leather & Vinyl Doctor - Hobart
BN01568644	Telstra Shop Glenorchy
BN01573962	Third Child Wines
BN01607534	Hoang Nghiem Design
BN01628161	Oatlands IGA Value Plus
BN01636406	La Gruccia

are struck off the Business Names Register in pursuance of Section 19 of the Business Names Act 1962.

Dated this twenty-eighth day of August 2009.

C. BATT,  
Commissioner for Corporate Affairs.



## Anti-Discrimination

OFFICE OF THE ANTI-DISCRIMINATION  
COMMISSIONER, TASMANIA  
EXEMPTIONS GRANTED

THE following application for exemption from the provisions of the *Anti-Discrimination Act 1998* (the Act) has been granted:—

1. Colony 47 – (09/134) – Application for exemption granted under sections 25, 26 and 41 of the Act for a period of three years.

This exemption has been sought to enable Colony 47 to advertise for, and employ, an Aboriginal or Torres Strait Islander for the positions of Community Coordinator and Administrative Assistance for the Community Support Service provided by Colony 47 in Launceston.

Granted on the twenty-fourth day of August 2009.

All exemptions granted are subject to the condition of undertaking anti-discrimination community education and/or corporate employer training on the principles and provisions of the *Anti-Discrimination Act 1998*.

A person may apply to the Anti-Discrimination Tribunal for a review of the Commissioner's decision **within 28 days from the date of this notice being published**.

SARAH BOLT,  
Anti-Discrimination Commissioner.

## Freedom of Information

University of Tasmania  
Hobart, 25 August 2009.

*Freedom of Information Act 1991*  
AUTHORISED OFFICERS

I GIVE NOTICE that Ms Belinda Webster, Ms Andrea McAuliffe, Ms Katrina Oakley, Ms Linda Whelan, Mr Mark Dixon and Mr Jeffrey Bronstein are authorised pursuant to sections 21(c) and 42(c) of the *Freedom of Information Act 1991* to make decisions in respect of requests made under the Act to the University of Tasmania. There are no limitations on the exercise of this authorisation. All previous authorisations are revoked.

PROFESSOR DAVID RICH, Acting Vice-Chancellor.

## Government Notices

Department Of Health And Human Services  
PUBLIC HEALTH ACT 1997

Guidelines for the Operation of Solaria in Tasmania

I, DR CHRISSIE PICKIN, Acting Director of Public Health, acting pursuant to section 184 of the *Public Health Act 1997*, notify that on 27 August 2009 the *Guidelines for the Operation of Solaria in Tasmania* were issued.

The *Guidelines for the Operation of Solaria in Tasmania* apply to the operation of solaria for cosmetic purposes and include provisions regulating minimum age, training and warning notice requirements.

Further information and copies of the *Guidelines for the Operation of Solaria in Tasmania* may be obtained free of charge online at [www.dhhs.tas.gov.au](http://www.dhhs.tas.gov.au) or by contacting Population Health on 1800 671 738.

DR CHRISSIE PICKIN,  
Acting Director of Public Health.

## Mining

COMMONWEALTH OF AUSTRALIA  
OFFSHORE PETROLEUM AND GREENHOUSE  
GAS STORAGE ACT 2006

Delegation under Section 66 of the  
*Offshore Petroleum and Greenhouse Gas Storage Act 2006*

I, DAVID EDWARD LLEWELLYN, Minister for Energy and Resources in the State of Tasmania hereby revoke all existing delegations made pursuant to section 66 of the Act and delegate:—

1. All my powers under the Act (other than the power of delegation), or under an Act that incorporates the Act to the person from time to time holds, the position of Director of Mines, Division of Mineral Resources Tasmania, Department of Infrastructure, Energy and Resources;
2. All my powers under the Act (other than the power of delegation), or under an Act that incorporates the Act to the person who from time to time holds, the position of Managing Geologist, Industrial Minerals and Land Management, Division of Mineral Resources Tasmania, Department of Infrastructure, Energy and Resources;
3. To the person for the time holding, or performing the duties of, the office of Chief of Division, Petroleum and Marine Division, Geoscience Australia of the Commonwealth of Australia the powers and functions of the Designated Authority under the provisions of the Act and of the *Petroleum (Submerged Lands) (Data Management) Regulations 2004* specified in the Schedule

Dated this fourteenth day of August 2009.

DAVID EDWARD LLEWELLYN,  
Minister for Energy & Resources.

*Schedule*

Delegations in respect of the Tasmanian offshore area under Section 66 of the *Offshore Petroleum and Greenhouse Gas Storage Act 2006*.

1. *Offshore Petroleum and Greenhouse Gas Storage Act 2006* – Section 712 and 713.
2. *Petroleum (Submerged Lands) (Data Management) Regulations 2004*- All the powers and functions of the Designated Authority under Parts 1 and 6 of the Regulations.

## Land Acquisition

### LAND ACQUISITION ACT 1993

#### NOTICE OF ACQUISITION

(Section 16 and Section 18)

IN PURSUANCE of Section 18 of the *Land Acquisition Act 1993*, I, WARRICK PETER COVERDALE, Valuer-General acting as a delegate of the Minister of the Crown for the time being administering the *Land Acquisition Act 1993* do hereby declare that the land in the Schedule hereto is taken and vested in the Crown absolutely under the said Act for road purposes.

Given under my hand this 25th day of August 2009.

W. P. Coverdale  
VALUER-GENERAL

Department of Primary Industries and Water  
144 Macquarie Street, Hobart

#### Schedule

All that 8.063ha of land situate in the Parish of Jervis Land District of Monmouth being Lot 1 on Sealed Plan 144243 in the Office of the Recorder of Titles being the whole of the land comprised in Folio of the Register Volume 144243 Folio 1 of which Marc Barry Butler and Tammy Miller are the registered proprietors.

Location: Bagdad Bypass  
Municipal Area: Southern Midlands (10-67-59)

### LAND ACQUISITION ACT 1993

#### NOTICE OF ACQUISITION

(Section 16 and Section 18)

IN PURSUANCE of Section 18 of the *Land Acquisition Act 1993*, I, WARRICK PETER COVERDALE, Valuer-General acting as a delegate of the Minister of the Crown for the time being administering the *Land Acquisition Act 1993* do hereby declare that the land in the Schedule hereto is taken and vested in the Crown absolutely under the said Act for rail purposes.

Given under my hand this 27th day of August 2009.

W. P. Coverdale  
VALUER-GENERAL  
Department of Primary Industries and Water  
144 Macquarie Street, Hobart

#### Schedule

All that 1.05ha and 7267m<sup>2</sup> of land situate in the Town of Rhyndaston being Lots 1 and 2 respectively on Plan of Survey 143790 in the Office of the Recorder of Titles being the whole of the land comprised in Folio of the Register Volume 143790 Folio 1 and Folio of the Register Volume 143790 Folio 2 of which William John Chittock and Elizabeth Irene Mary Chittock are the registered proprietors.

Location: North Rhyndaston Rail Realignment  
Municipal Area: Southern Midlands (10-66-01)

## Heritage



### Tasmanian Heritage Council

#### Historic Cultural Heritage Act 1995

#### NOTICE OF PERMANENT ENTRY OF PLACE IN THE TASMANIAN HERITAGE REGISTER

In accordance with sections 21(1)(a) and 26(c) of the *Historic Cultural Heritage Act 1995* (the Act), the Tasmanian Heritage Council has entered the following place in the Tasmanian Heritage Register on a permanent basis:

Launceston Polytechnic, 10-16 Wellington Street, Launceston

Any person who lodged an objection or submission may appeal to the Resource Management and Planning Appeal Tribunal against a decision of the Heritage Council under section 27 of the Act. An appeal must be made in writing and lodged with the Appeal Tribunal (GPO Box 2036 Hobart 7001) within 30 days after this notice.

Michael Lynch  
Chair  
2 September 2009

## Tasmanian Economic Regulator

### OFFICE OF THE TASMANIAN ECONOMIC REGULATOR

#### NOTICE UNDER SECTION 42(1) OF THE GAS PIPELINES ACT 2000

IN ACCORDANCE with section 42(1) of the *Gas Pipelines Act 2000*, notice is hereby given that a pipeline construction licence was granted to BOC Limited (ABN 95 000 029 729) on the 27th day of August 2009.

A copy of the licence document may be viewed at the Economic Regulator's website at [www.economicregulator.tas.gov.au](http://www.economicregulator.tas.gov.au).

Dated this second day of September 2009.

GLENN APPELYARD,  
Director of Gas, Office of the Tasmanian Economic Regulator.

#### ELECTRICITY SUPPLY INDUSTRY (CONTESTABLE CUSTOMER) REGULATIONS 2005

#### PUBLICATION OF APPROVED 'DRAFT PRO-FORMA FALLBACK CONTRACT' PROPOSED BY AURORA ENERGY PTY LTD

I, THE REGULATOR, hereby publish a copy of the approved 'draft pro-forma fallback contract' pursuant to sub-regulation 15(7) of the *Electricity Supply Industry (Contestable Customer) Regulations 2005*.

The approved 'draft pro-forma fallback contract' takes effect from the date of publication in the *Tasmanian Government Gazette*.

Copies of the Regulator's Decision on the approval are available from the Economic Regulator's web-site at: <http://www.economicregulator.tas.gov.au> or from the Office by contacting Ray Chan on (03) 6233 6204.

Dated this second day of September 2009.

GLENN APPELYARD,  
Regulator, Office of the Tasmanian Economic Regulator.



## ***Electricity Supply Industry (Contestable Customer) Regulations 2005***

**Aurora Energy Pty Ltd (ABN 85 082 464 622)**

### **Pro-forma Fallback Contract (>150 MWh per annum ≤ 750 MWh per annum)**

#### **PREAMBLE**

Set out below is a copy of Aurora Energy's *pro-forma fallback contract* for small *contestable customers* with an annual electricity consumption (as measured during the 2007/08 *financial year*), which is above 150 megawatt hours but not greater than 750 megawatt hours per *financial year* at a *single site* in Tasmania (Bass Strait Islands excepted).

This *pro-forma fallback contract*:

- was submitted to the *Regulator* by Aurora Energy in accordance with regulation 15(4) of *Contestable Customer Regulations*;
- has been approved by the *Regulator* under regulation 15(5)(a) of *Contestable Customer Regulations*; and
- will take effect as Aurora Energy's *pro-forma fallback contract* from the date that it is published by the *Regulator* in the *Gazette*.

#### **1. THE PARTIES TO THIS CONTRACT**

This *fallback contract* is made between:

Aurora Energy Pty Ltd (ABN 85 082 464 622) of Level 2, 21 Kirksway Place, Hobart, Tasmania 7000 (in this *fallback contract* referred to as "we", "our" or "us"); and

You, the *contestable customer* to whom this *fallback contract* is expressed to apply under clause 2 (in this *fallback contract* referred to as "you" or "your").

#### **2. DO THESE TERMS AND CONDITIONS APPLY TO YOU?**

These terms and conditions will apply to you (and as a consequence you will be deemed by the *Contestable Customer Regulations* to have a *fallback contract* with us for the supply of *customer retail services* to you in respect of a *single site*) if:

- (a) electricity is being *supplied* at that *single site* by means of a *distribution network*; and
- (b) we are *financially responsible* for the *connection point* for that *single site*; and
- (c) you are a *contestable customer* in relation to that *single site*; and
- (d) you do not already have a contract with us covering the *supply* of electricity to that *single site*.

As soon as practicable after this *fallback contract* starts to apply to you, we will write to you advising that this *fallback contract* has taken effect and giving you a copy of this *fallback contract*.

### 3. WHEN DOES THIS CONTRACT START AND END?

- (a) Your *fallback contract* will start as soon as all of the conditions referred to in clause 2 are met in relation to you at a *single site*.
- (b) Your *fallback contract* with us for a *single site* will end when the first of the following events occurs:
  - (i) you are first *supplied* with electricity at that *single site* under a new contract with us or another *retailer* for that *single site*; or
  - (ii) the *supply* of electricity to that *single site* is *disconnected* in accordance with clause 11; or
  - (iii) the expiration of the period of 3 months from the day on which this *fallback contract* started.
- (c) The end of this *fallback contract* does not affect any obligations, rights or liabilities arising out of or accrued under this *fallback contract*.

### 4. SUPPLY OF CUSTOMER RETAIL SERVICES

- (a) We agree to provide *customer retail services* to you and you agree to purchase *customer retail services* from us at the *connection point* for your *single site* on the terms and conditions of this *fallback contract*.
- (b) We will comply with all requirements of *Electricity Law* when providing you with *customer retail services* for your *single site*.
- (c) You acknowledge and agree that:
  - (i) we do not control or operate the *transmission network* which is used to *supply* electricity to your *single site*;
  - (ii) we are not responsible for the acts or omissions of any third party; and
  - (iii) subject to clause 12, we cannot and do not make any representations concerning:
    - (A) the quality or frequency of the electricity delivered to your *single site*;
    - (B) the occurrence of any power surges or power dips which may affect the *supply* of electricity to your *single site*; or
    - (C) the continuity of the *supply* of electricity to your *single site* via the *distribution network* and/or the *transmission network*.
- (d) You also acknowledge and agree that:
  - (i) within the normal operation of the *distribution network* and/or the *transmission network* there will be interruptions to *supply*, voltage and frequency fluctuations outside the limits specified in *Electricity Law*, harmonics, phase unbalance and other variations in the quality, nature or continuity of the *network services*;
  - (ii) system frequency is maintained by *AEMO* and we will not be liable for any variations in the system frequency; and
  - (iii) we can not guarantee continuous *supply* of electricity and you accept that *supply* may be interrupted at any time without notice (for example, in accordance with clause 4(e)).
- (e) Notwithstanding any other provision of this *fallback contract* you also agree that we may curtail the *supply* of electricity to the *connection point* for your *single site* at any time and for such period and to such extent as:



- (i) **supply** is curtailed as a result of *force majeure*;
- (ii) we are required by virtue of any formal or informal direction issued by or on behalf of **AEMO**, the **Regulator** or any other relevant authority (and whether or not that direction results from our actions or the actions of a third party); or
- (iii) we have an independent right to curtail **supply** under section 26(2) of the **ESI Act**, including if:
  - (A) the **supply** would overload the **power system** or prejudice in some other way the **supply** of electricity to other **customers**; or
  - (B) the **supply** would result in contravention of the conditions of our distribution licence;
  - (C) the **supply** would result in risk of fire or some other risk to life or property;
  - (D) the **supply** is or needs to be interrupted:
    - (I) in an emergency; or
    - (II) in circumstances beyond our control; or
    - (III) for carrying out work on any electricity infrastructure; or
    - (IV) to comply with a direction under the **ESI Act**; or
  - (E) we are exempted from the obligation by a regulation under the **ESI Act**.
- (f) We maintain a telephone information service which gives you information on interruptions to **supply**. Details of that phone number can be found on your account or at our web site.
- (g) You must take reasonable precautions to minimise the risk of loss or damage to your equipment or business which may result from poor quality or reliability of the electricity **supply**.
- (h) Title to and risk of ownership in respect of electricity supplied under this **fallback contract** will pass to you at the **connection point** for your **single site**.

## 5. WHAT ARE YOUR OBLIGATIONS

You must:

- (a) not take or demand electricity for your **single site** at a level or limit that is significantly different to the electricity levels and limits which were last recorded by us for your **single site**;
- (b) immediately inform us if you propose to significantly alter the current electricity levels and limits for your **single site**;
- (c) comply at your own cost with the general obligations set out in Schedule 1 and any other applicable obligations imposed on, or expressed to apply to, **customers** taking a **supply** of electricity from the **distribution network** under **Electricity Law** as if those obligations were repeated in this **fallback contract**;
- (d) immediately inform us if you become aware of any circumstances which may prevent you from complying with your obligations under this **fallback contract** as soon as practicable after you become aware of those circumstances;
- (e) provide us on request with any other information which we reasonably require in order to provide you with **customer retail services**; and
- (f) provide all other reasonable assistance and co-operation when requested to enable us to comply with the requirements of **Electricity Law**.

## 6. CHARGES

- (a) You agree to pay us for:
  - (i) *consumption* during a *trading interval* at the *spot price* at the *regional reference node* for the Tasmanian *region* for that *trading interval* multiplied by the reasonable retail margin approved by the *Regulator* from time to time for the purposes of this *fallback contract*;
  - (ii) any metering charges payable under clause 8;
  - (iii) any network charges payable under clause 9;
  - (iv) the *market charges*;
  - (v) the *renewable energy costs*;
  - (vi) any amount payable under clause 7; and
  - (vii) any amount determined in accordance with clause 6(b).
- (b) If after the start of this *fallback contract*:
  - (i) any tax, levy or duty is imposed or passed on to us by any government, including sales tax, production tax, energy tax, carbon tax, environmental tax or any similar tax, levy or duty, of similar purpose or effect; or
  - (ii) any renewable, carbon or other environmental fee or charge is imposed or passed on to us by any government, regulator, *generator*, *network service provider* or other third party;

and that tax, levy, duty, fee or charge is not already being recovered via any of the charges or other amounts listed in clause 6(a), we will be entitled to pass on to, and recover from, you the amount which the Regulator determines represents the costs incurred as a result of the imposition or passing on to us of the relevant tax, levy, duty, fee or charge applicable to your *consumption* under this *fallback contract*.
- (c) If the metering equipment at your *single site* malfunctions or metering data is not available for your *single site* for any reason, we will estimate your *consumption* in accordance with the relevant procedures established under the *Rules*.

## 7. GOODS AND SERVICES TAX

- (a) Unless specifically described in this *fallback contract* as 'GST inclusive', any sum payable (or amount included in the calculation of a sum payable), or any consideration to be provided, under or in accordance with this *fallback contract* does not include any amount on account of GST.
- (b) Where any supply to be made by one party (**Supplier**) to another party (**Recipient**) under or in accordance with this *fallback contract* is subject to GST (other than a supply the consideration for which is specifically described in this *fallback contract* as 'GST inclusive'):
  - (i) the consideration payable or to be provided for that supply, but for the application of this clause 7(b) (**GST Exclusive Consideration**) will be increased by, and the Recipient will pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and
  - (ii) the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable, or to be provided, for that supply.
- (c) If any payment to be made to a party under or in accordance with this *fallback contract* is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 7(b).

- (d) The Supplier must issue a tax invoice to the Recipient in respect of any taxable supply made by the Supplier under or in accordance with this **fallback contract**, such tax invoice to be issued no later than 14 days after the Supplier receives the consideration for that taxable supply.
- (e) A word or expression used in this clause 7 which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause 7.

## 8. METERING AND METERING CHARGES

- (a) We will arrange for:
  - (i) the existing metering equipment for your **single site** to be provided and maintained in accordance with the requirements of **Electricity Law**; and
  - (ii) the data from that metering equipment to be collected and forwarded as required by **Electricity Law**.
- (b) You agree to pay or reimburse us for all costs we incur in relation to the provision of the metering services set out in clause 8(a):
  - (i) in accordance with our standard rates for metering services as applicable from time to time, where we provide the metering services; and
  - (ii) at the rates levied on us by a third party metering provider or metering data agent where we do not provide the metering services.
- (c) You agree to co-operate with us concerning all reasonable requirements relating to the installation, maintenance and data reading from the metering equipment.
- (d) You acknowledge that the metering equipment supplied by or on behalf of us remains the property of the person supplying it.
- (e) You agree that the provisions relating to metering set out in the **Rules** are to apply to metering disputes under this **fallback contract**.

## 9. NETWORK CHARGES

You agree to pay, or reimburse us on a pass through basis for, all tariffs and other charges which are payable from time to time in respect the provision of any **connection services** and **network services** in relation to your **single site**.

## 10. PAYMENT

- (a) We will send you an account at the end of each **billing period** for charges and other payments due under this **fallback contract** as at that date. We will also send you a final account when this **fallback contract** ends under clause 3.

An account may include:

  - (i) unbilled charges or other payments incurred in respect of a previous **billing period**; and
  - (ii) adjustments in relation to any charges or other payments which were billed or should have been billed in respect of a previous **billing period**.
- (b) You must pay that account in full (i.e. without deduction or set off) by the **due date** using any of the methods set out in that account.
- (c) Any amount unpaid by the **due date** will bear interest at the **interest rate** capitalising monthly on the last day of the month. We may also require you to pay any costs incurred by us:

- (i) in recovering any amount you owe to us (including any amount in dispute that is subsequently required to be paid by you); or
- (ii) due to your breach of this *fallback contract*.
- (d) If you dispute an account you must still pay the amount of that account by the *due date* and that dispute will then be dealt with under clause 16. The amount of any underpayment or overpayment determined under clause 16 will then be credited or debited to your next account.
- (e) You must provide us with:
  - (i) at least 10 *business days* written notice if you intend to vacate your *single site*; and
  - (ii) a forwarding address for your final account.

However, you will continue to be responsible to pay us for all electricity consumed at your *single site* until this *fallback contract* ends under clause 3.

## 11. DISCONNECTION

- (a) We may disconnect your *single site*:
  - (i) if you breach any of your obligations under this *fallback contract* and fail to remedy that breach within 7 days of receipt of a request from us to do so;
  - (ii) if you become bankrupt or insolvent;
  - (iii) if we reasonably believe that you have stolen electricity or have interfered with the metering equipment for your *single site*;
  - (iv) upon termination of this *fallback contract* under clause 3(b)(iii); or
  - (v) where we are otherwise entitled to do so under *Electricity Law*.
- (b) If your *single site* is disconnected under clause 11(a) we will not be required to arrange for reconnection of that *single site* until such time as you have entered into a new contract with us for the sale and *supply* of electricity to you at that reconnected *single site*, paid any applicable disconnection fee and/or reconnection fee and satisfied any other pre-conditions to reconnection required by us.

## 12. LIABILITY

- (a) Consumer protection legislation implies terms into contracts for the supply of certain goods or services that cannot be excluded ("**Implied Terms**") but permits a supplier to limit its liability in respect of those Implied Terms in certain circumstances.
- (b) Our liability to you for breach of an Implied Term applying to any goods or services that are to be provided under this *fallback contract* is limited at our option to one of the following remedies:
  - (i) the supplying of the goods and services again; or
  - (ii) the payment of the cost of having the goods or services supplied again.
- (c) The only terms, conditions or warranties which apply to the goods or services provided to you under this *fallback contract* are:
  - (i) any Implied Terms (but subject to the limit set out in clause 12(b) above); and
  - (ii) the express terms of this *fallback contract*,

and all other terms, conditions or warranties implied by *Electricity Law*, custom or usage are excluded to the fullest extent permitted by law.

- (d) Subject to clause 12(b), we will not be liable to you (whether in contract, tort, equity, by operation of statute or otherwise) for any loss, liability or expense which you may suffer or incur other than for any loss, liability or expense which:
  - (i) is related to personal injury or damage to your property;
  - (ii) is a direct result of the our negligence or a breach by us of this *fallback contract*; and
  - (iii) is not otherwise excluded or limited under clauses 12(e), (f) or (g).
- (e) Subject to clause 12(b), we will not be liable to you (whether in contract, tort, equity, by operation of statute or otherwise) for:
  - (i) any loss, damages, costs, charges or expenses suffered by you because of any variation or deficiency in the quality or frequency of electricity sold to you (including without limitation any power surges or power dips) or any interruptions to the *supply* of electricity;
  - (ii) any loss of profits, business or anticipated savings, or for any indirect or consequential loss, arising out of or in connection with our performance of this *fallback contract*;
  - (iii) any loss, damages, costs, charges or expenses suffered by you which results from *disconnection* of your *connection point* in accordance with this *fallback contract*; or
  - (iv) any loss, damages, costs, charges or expenses suffered by you which results from:
    - (A) action taken by us under direction from *AEMO*, the *Regulator* or any other relevant authority; or
    - (B) any action or failure to act by *AEMO*, the *Regulator* or any other relevant authority in the discharge of its functions.
- (f) Subject to clause 12(b), any liability which we may have to you under clause 12(d) is limited to an aggregate amount of \$10, 000 in respect of claims relating to events occurring in a calendar year and will be reduced in direct proportion to the extent to which you caused or contributed to the occurrence of that event.
- (g) Subject to clause 12(b), full details of the claim must have been given by you to us within 12 months of the occurrence giving rise to the alleged claim.
- (h) This clause 12 will apply in addition to, and will not vary or exclude the operation of, any exclusion from or limitation on liability either *party* may be entitled to claim the benefit of under any *Electricity Law*.

### 13. FORCE MAJEURE

- (a) An obligation of a *party* under this *fallback contract* (other than an obligation to pay money) will be suspended during the time and to the extent that such *party* is prevented from or delayed in complying with that obligation by an event of *force majeure*, provided that the *party* complies with its obligations under clause 13(b) in respect of that event of *force majeure*.
- (b) A *party* affected by an event of *force majeure* must give to the other *party* particulars of the event of *force majeure* and take reasonable steps to promptly remove or mitigate the relevant event of *force majeure*, except that the *party* will not be obliged to settle a strike, lockout, boycott or other industrial dispute.

### 14. CONFIDENTIALITY

Unless otherwise specifically provided for under this *fallback contract*, all commercially sensitive information exchanged under this *fallback contract* is strictly confidential between the *parties* and must not be disclosed to any other person except:



- (a) with the consent of the *party* who supplied the information; or
- (b) if required by law, or any government authority having jurisdiction over either *party* or this *fallback contract*, or in connection with legal proceedings relating to this *fallback contract*; or
- (c) if the information is generally and publicly available other than as a result of breach of confidentiality by the person receiving the information.

## 15. SECURITY

- (a) If required by us, you must provide security to us for your payment obligations contained in this *fallback contract* within 3 *business days* of receiving our request for that security.
- (b) You may satisfy your security obligation by providing us with a security deposit or bank guarantee for the amount notified to you and on terms satisfactory to us.
- (c) Any cash deposit made by you is not held on trust for you and you will not be entitled to any interest on the deposit.
- (d) We are entitled to draw on the guarantee or the security deposit (as the case may be) at any time when any amount owing by you becomes overdue.

## 16. DISPUTE RESOLUTION

- (a) If a dispute arises between the *parties* in connection with this *fallback contract*, the *parties* undertake in good faith to use all reasonable endeavours to settle that dispute.
- (b) If the dispute is not resolved within 10 *business days* of a *party* notifying the other *party* of that dispute, either *party* may request the Australian Commercial Disputes Centre to appoint an appropriately qualified independent expert to determine the dispute and the procedure to be adopted in that determination.
- (c) Nothing in this clause 16 will prevent a *party* from seeking urgent injunctive or declaratory relief or exercising any right that *party* may have under *Electricity Law* to resolve a dispute.
- (d) Each *party* must continue to perform its obligations under this *fallback contract* despite the existence of the dispute.

## 17. MISCELLANEOUS

### 17.1 Consistency with *Electricity Law*

Where the application of a term of this *fallback contract* is inconsistent with a provision of an *Electricity Law*, then to the extent permitted by that *Electricity Law*, that term will prevail. Otherwise, that term will be read down or modified so that it applies in a manner which is consistent with the relevant provision of that *Electricity Law* or, if that is not possible, that term (or relevant part) will be severed.

### 17.2 Waiver

Any waiver by either *party* of a breach of this *fallback contract* must be in writing and cannot be construed as a waiver of any further breach of the same or any other provision of this *fallback contract*.

### 17.3 Amendment

We may amend or substitute the terms of this *fallback contract* at any time by:

- (a) obtaining the approval of the *Regulator* to that amendment or substitution; and
- (b) publishing the amended or substituted form of contract in the *Gazette*.

#### 17.4 Assignment

You cannot assign this *fallback contract* without our express written consent. We may assign this *fallback contract* by notice to you.

#### 17.5 Entire Agreement

This *fallback contract* sets out all of the terms of your agreement with us for the provision of *customer retail services* to your *single site*.

#### 17.6 Survival

Clauses, 3(c), 4(c), 4(d), 6, 7, 10, 11(b), 12 and 16 will survive the termination of this *fallback contract*.

#### 17.7 Severability

If any part of this *fallback contract* is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this *fallback contract* but without affecting the continued operation of the remainder of this *fallback contract*.

#### 17.8 Notices

All notices and accounts issued by us under this *fallback contract* will be sent to your *single site* or such other address as you may notify to us from time to time. Notices and accounts will be deemed to be received by you:

- (a) in the case of delivery by post, two *business days* after the date of posting; or
- (b) in the case of delivery by fax, on receipt by the sender of a transmission report from the despatching machine showing the relevant number of pages and the correct destination fax machine number and indicating that the transmission has been made without error, unless the recipient notifies the sender within 24 hours of the fax being sent that the fax was not received in its entirety in legible form.

#### 17.9 Contacting Us

We provide a range of "1300" and "13" telephone numbers to make it easy for you to contact us. These telephone numbers will be listed on your account and can also be accessed via our website: -

<http://www.auroraenergy.com.au>.

#### 17.10 Governing Law

This *fallback contract* will be governed by, and construed in accordance with, the laws of the State of Tasmania and the *parties* agree to submit to the jurisdiction of the courts of that State.

### 18. DEFINITIONS AND INTERPRETATION

- (a) In this *fallback contract* unless the contrary intention appears, words printed like *this* will have the following meanings:

"*AEMO*" means Australian Energy Market Operator.

"*annual liability*" means the amount of *renewable energy certificates* that must be surrendered, or the *renewable energy shortfall charge* that must be paid, to the *Renewable Energy Regulator* by us calculated in accordance with the *Renewable Legislation* for *relevant acquisitions* in any particular year.

"*billing period*" means monthly or such lesser period as is notified to you by us from time to time for the purpose of this definition.

"*business day*" means a day (not being a Saturday or Sunday) on which banks are open for general banking business in Hobart.

"*Code*" means the Tasmanian Electricity Code as issued by the *Regulator* pursuant to sections 6(1) and 49A of the *ESI Act*.

“**connection services**” means the **connection** of a **single site** to the **distribution network** via a **connection point** for that **single site**.

“**consumption**” means the metered quantity of electricity recorded by the meter for your **single site** multiplied in respect of your **connection point** by the relevant **loss factor**.

“**contestable customers**” has the same meaning given as under the **ESI Act** and the **Contestable Customer Regulations**.

“**Contestable Customer Regulations**” means the *Electricity Supply Industry (Contestable Customer) Regulations 2005*.

“**customer**” has the same meaning as under the **ESI Act**

“**customer retails services**” has the same meaning as under the **ESI Act**.

“**distributor**” means the person who is licensed under the **ESI Act** to operate the **distribution network**. You should note that we are currently both your **distributor** and **retailer**.

“**distribution network**” means the electricity distribution network as defined in the **ESI Act** to which your **single site** is **connected**.

“**due date**” means the date being 7 days after the date of the relevant account or on such other date as may be specified in that account.

“**Electricity Law**” means the **ESI Act**, the **Rules**, the **Code** and any other statute, regulation, ordinance, determination, decree, edict, declaration, ruling, order, procedure, code, licence condition, tariff, guideline, standard or other law (including the common law and whether state or federal) in force from time to time in Tasmania which governs the sale or the sale and **supply** of electricity or applies to or is expressed to apply to you or us.

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

“**excluded services**” means services provided at your request or due to your act or omission by the **distributor** at the **connection point** for your **single site** from time to time which are:

- (a) excluded from the revenue or price cap which applies under **Electricity Law**;
- (b) not provided under a separate agreement between you and your **distributor**; and
- (c) billed directly to us by your **distributor**.

“**fallback contract**” means the contract which is established between the **parties** by regulation 14(1) of the **Contestable Customer Regulations** and consists of these terms and conditions as they are amended from time to time in accordance with clause 17.3.

“**financial year**” means the twelve (12)-month period from 1 July in one calendar year to 30 June in the following year.

“**force majeure**” in relation to a **party**, means any cause outside that **party's** control including, an act of God, fire, lightning, explosion, flood, insurrection or civil disorder, war or military operation, terrorist attack, sabotage, vandalism, embargo, government action, or compliance in good faith with any law, regulation or direction by any federal, state or local government or authority, any **transmission network** or **distribution network** failure, or any failure on the part of the operator of the **transmission network** or the **distribution network** or a **generator** or industrial disputes of any kind.

“**Gazette**” means the Tasmanian Government Gazette.

“**interest rate**” means the rate equal to five per cent per annum over and above the interest rate charged from time to time by the Westpac Banking Corporation on overdrafts of \$100,000.00.

“**loss factor**” means the multiplier from time to time under *Electricity Law* required to adjust for **transmission network** and **distribution network** losses relevant to the **connection point** for your **single site** and includes both **intra-regional loss factors** and **distribution loss factors**.

“**market charges**” means a reasonable proportion (attributable to the **consumption** of electricity at your **single site**) of any **Participant fees** and other charges levied on us under the **Rules** by any authorised party.

“**Network Services**” means the **supply** of electricity via the **distribution network** to the **connection point** for a **single site** and any **excluded services** provided by the **distributor** at the **connection point** for a **single site**.

“**parties**” means you and us and “**party**” means any one or both of the **parties** as the context requires.

“**pro-forma fallback contract**” means a contract approved by the **Regulator** and published in the *Gazette* under regulation 15 of the *Contestable Customer Regulations* (as amended or substituted from time to time in accordance with Part 3 of the *Contestable Customer Regulations*).

“**Regulator**” means the person so appointed under the *ESI Act*.

“**relevant acquisition**” has the same meaning as under the *Renewable Legislation*.

“**renewable energy certificates**” has the same meaning as under the *Renewable Legislation*.

“**renewable energy costs**” means our estimate of the proportion of costs incurred by us relating to the purchase of sufficient **renewable energy certificates** by us, or the payment of the **renewable energy shortfall charge** by us, required to satisfy our **annual liability** which are attributable to your electricity **consumption** under this **fallback contract**.

“**Renewable Energy Regulator**” means the person so appointed pursuant to the *Renewable Legislation*.

“**renewable energy shortfall charge**” has the same meaning as under the *Renewable Legislation*.

“**Renewable Legislation**” means the *Renewable Energy (Electricity) Act 2000 (Cth)* and the *Renewable Energy (Electricity) (Charge) Act 2000 (Cth)*, together with any associated regulations.

“**retailer**” has the same meaning as under the *ESI Act*.

“**Rules**” means the National Electricity Rules as published by the *AEMC* from time to time (as applicable).

“**single site**” means your 'single site' as defined in the *Contestable Customer Regulations* and to which this **fallback contract** applies.

“**supply**” has the same meaning as under the *ESI Act*.

“**trading interval**” has the same meaning as in the **Rules**.

“**transmission network**” means an electricity transmission network as defined in the *ESI Act*.

- (b) In this **fallback contract** unless the contrary intention appears, if a word is printed like **this** but is not expressly defined in clause 18(a), that word will have the meaning given in the **Rules**.
- (c) In this **fallback contract** unless the contrary intention appears:
  - (i) all dollar amounts are expressed in Australian dollars;
  - (ii) if a period of time is specified and dates from a given day or the day of an act or event, that period is to be calculated exclusive of that day;
  - (iii) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

- (iv) a reference to this ***fallback contract*** or an ***Electricity Law*** includes any amendment to them or any variation or replacement of them;
- (v) where a word or phrase is defined or given meaning, any other part of speech or grammatical form has a corresponding meaning;
- (vi) the singular includes the plural and vice versa, and a reference to one gender includes all genders;
- (vii) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority, and includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (viii) an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;
- (ix) mention of an example or use of the word 'includes' or 'including' will not limit the words that follow;
- (x) headings are for convenience and will not affect the interpretation of this ***fallback contract***; and
- (xi) a provision of this ***fallback contract*** must not be construed to the disadvantage of a ***party*** because that ***party*** was, or its advisers were, responsible for the preparation of this ***fallback contract***.



## Schedule 1

### Part A - Your general obligations

You must:

- (a) immediately inform us of any damage or likely damage or interference to the metering equipment or any other equipment owned by us;
- (b) operate and maintain your electrical installation in compliance with *Electricity Law*;
- (c) not install a standby generator at your *single site* or change the *connection point* for your *single site* without written consent from us;
- (d) ensure that the current in any single phase does not deviate from the average of the currents in the three phases. Deviations of up to 4% are permissible for periods of less than 2 minutes;
- (e) ensure that your electrical installation does not cause voltage fluctuations at your *connection point* greater than the levels specified in AS/NZ 61000.3.5:1998 and AS/NZ 61000.3.7:2001 as appropriate;
- (f) ensure that the electromagnetic interference caused by your electrical installation or equipment *connected* to that electrical installation is less than the limits set out in AS/NZ 2344-1997;
- (g) maintain a power factor as provided in the *Code*;
- (h) ensure that the level of harmonics in the voltage caused by your electrical installation at your *connection point* complies with AS/NZ 61000.3.6; and
- (i) install automatic interruptible load in accordance with clause 4.3.5 of the *Rules* if your expected peak demand is in excess of 10MW.

### Part B - Clause 8.6.3 of the Code - Customer related requirements

Clause 8.6.2 of the *Code* currently requires us to include the following specific obligations in this *fallback contract*:

You must:

- (a) not allow the *supply* of electricity to your *single site* to be used other than at that *single site*;
- (b) not *supply* electricity to any other person without our prior approval;
- (c) not interfere or allow interference with any of our equipment or your *distributor's* equipment which is on your *single site* except as may be expressly permitted by *Electricity Law* or this *fallback contract*;
- (d) at all times, make available to us, your *distributor* and our respective officers or agents (together with any necessary equipment) safe, convenient and unhindered access to any of their equipment on your *single site* for any purposes associated with the *supply*, metering or billing of electricity or the inspection and/or testing of your electrical installation, provided that official identification is produced by the officers or agents on request;
- (e) provide protective equipment to the officers or agents referred to in paragraph (d) above if that is necessary to ensure safe access to your *single site*;
- (f) provide and maintain on your *single site* any reasonable or agreed facility required by us or your *distributor* to protect their equipment;
- (g) maintain your electrical installation in a safe condition and to the satisfaction of your *distributor* or other any other relevant authority;

- (h) ensure that your electrical installation and any equipment within it (including protective equipment) is adequate, and effectively co-ordinated at all times with the electrical characteristics of the **distribution network**;
- (i) not use the electricity **supplied** to your electrical installation in a manner which, in the opinion of your **distributor**, will interfere with the **supply** of electricity to other **customers'** electrical installations or cause damage or interference to any third party;
- (j) not take electricity **supplied** to another **customer's** electrical installation for consumption at your **single site**;
- (k) maintain safe clearances between vegetation on your **single site** and any electrical infrastructure located on your **single site**; and
- (l) if the electrical installation at your **single site** has a maximum demand of more than 100 kVA and your **distributor** is unable to continue to satisfy that maximum demand without installing a new substation, sell or lease to your **distributor** an area of land upon which a new substation can be installed by your **distributor** in order to allow your **distributor** to satisfy that maximum demand.

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