

ROBY POWER

6 Richardson Place
Roxby Downs SA 5725

08 8671 0010

roxy@roxbycouncil.com.au

www.roxydowns.sa.gov.au/

ABN 68 284 130 046

STANDARD CONTRACT TERMS AND CONDITIONS FOR THE SALE OR SUPPLY OF ELECTRICITY

Issue Date
31 August 2022

Contents

1. INTRODUCTION	3
2. BACKGROUND	3
3. THE PARTIES	3
4. DEFINITIONS	3
5. TERM OF CONTRACT	5
6. YOUR OBLIGATIONS	6
7. OUR LIABILITY	6
8. TARIFFS & CHARGES	7
9. BILLING	7
10. PAYING YOUR BILL	8
11. HARDSHIP CONSIDERATIONS	9
12. METERS	9
13. UNDERCHARGING	9
14. OVERCHARGING	9
15. BILLING DISPUTES	10
16. SECURITY DEPOSITS	10
17. DISCONNECTION AND RECONNECTION OF SUPPLY	11
18. LIFE SUPPORT CUSTOMERS	12
19. USE AND ILLEGAL USE OF ELECTRICITY	12
20. PRIVACY AND CONFIDENTIALITY	12
21. FORCE MAJEURE EVENT	12
22. AMENDING THESE TERMS AND CONDITIONS	13
23. OTHER	13
24. FURTHER INFORMATION QUERIES AND COMPLAINTS	13

1. INTRODUCTION

This document sets out the terms and conditions under which Council supplies electricity to customers within the Roxby Downs Township.

2. BACKGROUND

The Municipal Council of Roxby Downs (Roxby Council) operates electricity distribution and retail services within the Roxby Downs Township in its capacity as the Electricity Distribution Authority pursuant to Clause 21 of the Schedule to the *Roxby Downs (Indenture Ratification) Act 1982 (Indenture)*. Roxby Power is a business unit of Council that is responsible for performing these functions.

The supply and distribution of electricity is regulated by legislation including the *National Electricity Retail Law (South Australia) Act 2011* (the NERL Act) and the *Electricity Act 1996*. The Municipal Council of Roxby Downs (Roxby Council) is exempt from holding a retailer authorisation under the NERL Act but must comply with conditions imposed on it as an ‘exempt seller’. The conditions with which Council must comply are specified in a *Notice of Exemption* and, to the extent that these conditions affect customers, these have been incorporated in these Terms and Conditions. The electricity distribution licence was issued by the Essentials Services Commission on 21 June 2007 and was last reviewed on 27 April 2022.

3. THE PARTIES

This contract is between:

Municipal Council of Roxby Downs, ABN 68 284 130 046 of 6-8 Richardson Place, Roxby Downs SA 5725 (referred to in this contract as “we”, “our”, or “us”); and

You, the customer as defined in the Act and to whom this contract applies (referred to in this contract as “you” or “your”)

This Contract applies in respect of the supply of electricity to you at the premises by Council.

4. DEFINITIONS

Term	Definition
Acceptable Identification	<p>means in relation to:</p> <ul style="list-style-type: none"> (a) a residential customer, one or more of the following <ul style="list-style-type: none"> i a drivers licence, a current passport, or other form of photographic identification ii a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government and iii a birth certificate (b) a business customer which is a sole trader or partnership, one or more forms of identification for a residential customer for each of the individuals that conduct the business (c) a business customer which is a body corporate, the body corporate’s Australian Company Number or Australian Business Number;
Bank Bill Rate	<p>means a daily published rate no less than the pre-tax rate of return the retailer would earn over the period the retailer retains the security deposit if it were invested in bank bills that have a term of 90 days</p>

Best Endeavours	means to act in good faith and use all reasonable efforts, skill and resources
Bill Or Billing Notice	means a demand for payment for the supply of electricity to you and any related charges
Billing Cycle	means the regular recurrent period for which you receive a <i>billing notice</i> from us.
Business Customer	means a customer who is not a residential customer
Business Day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia
Contract	see 'Electricity Retail Contract'
Council	means the Municipal Council of Roxby Downs of Richardson Place, Roxby Down SA 5725 (ABN 68 284130 046)
Customer	means a person, business or organisation: <ul style="list-style-type: none"> i. that is supplied with electricity by us at the <i>premises</i>; or ii. that has applied to us to have electricity supplied at the <i>premises</i>.
Electricity Retail Contract	means a <i>Contract</i> between a <i>customer</i> and <i>Council</i> for the sale or supply of electricity to the <i>customer</i> .
EWOSA	means the Energy & Water Ombudsman SA (EWOSA) responsible for dealing with disputes under the Act.
Force Majeure Event	means an event outside the control of <i>Council</i> or a <i>customer</i> , the occurrence of which could not be reasonably foreseen or, if it could be reasonably foreseen, could not reasonably have been guarded against
Indenture	means the <i>Roxby Downs (Indenture Ratification Act) 1982</i>
Life Support Equipment	means: <ul style="list-style-type: none"> (a) an oxygen concentrator, an intermittent peritoneal dialysis machine, a kidney dialysis machine, a chronic positive airways pressure respirator, crigler najjar syndrome phototherapy equipment, a ventilator for life support; and (b) in relation to a particular <i>customer</i>, any other equipment that a registered medical practitioner certifies is required for a person residing at the <i>customer's premises</i> for life support
NERL Act	<u>National Energy Retail Law (South Australia) Act 2011</u>
Notice of Exemption	means the Notice of Exemption dated 23 January 2013 (updated 20 May 2021) issued by the Minister for Energy and Mining pursuant to section 34 of the NERL Act, which notice exempts <i>Council</i> from the requirement to hold a current retailer authorisation under Part 5 of the National Electricity Retail Law

	set out in the Schedule to the NERL Act subject to the conditions set out therein.
Residential Customer	means a <i>customer</i> who is supplied with electricity principally for personal, household or domestic use.
Pay-By Date	means the last day on which <i>Council</i> must receive payment for the supply of electricity to you and any related charges as specified on a <i>billing notice</i>
Payment Plan	means a plan for— (a) a hardship <i>customer</i> , or (b) a <i>residential customer</i> who is not a hardship <i>customer</i> but who is experiencing payment difficulties, to pay an outstanding debt by periodic instalments;
Premises	means the <i>premises</i> to which <i>Council</i> supplies electricity under this <i>Contract</i>
Roxby Power	means <i>Council's</i> electricity retail and distribution business unit
Security Deposit	means an amount of money paid to us as security against non-payment of a bill
Tariff	means a tax imposed by a government on goods and services imported from other countries that serves to increase the price and make imports less desirable, or at least less competitive, versus domestic goods and services.

5. TERM OF CONTRACT

- 5.1. This Contract commences upon the date electricity is consumed by you at the premises or on the date that you make application to Council for the supply of electricity at the premises in the form required by Council.
- 5.2. This Contract terminates:
 - i. on a date that is agreed between you and us; or
 - ii. 5 business days from the date of us receiving written notice of termination from you in the form required, or such other date as agreed; or
 - iii. the date that a different *customer* enters into an electricity retail *Contract* for the *premises*; or
 - iv. at the end of a period of 10 *business days* commencing on the day your *premises* are disconnected, where the conditions for reconnection have not been met, or
 - v. on the day that we subsequently read the meter, if we become aware that you have vacated the *premises* without proper notice.
- 5.3. Termination of this Contract does not affect any rights or obligations that have already accrued under the Contract.
- 5.4. You are responsible for paying the charges for electricity supplied to the premises and any related charges until this Contract terminates in accordance with clause 5.2 of this Contract, even if you vacate the premises earlier.

6. YOUR OBLIGATIONS

6.1. You must:

- i. provide us with information that we reasonably require for the purposes of fulfilling our obligations under this Contract.
- ii. promptly notify us if information you have provided to us changes, including your billing address or the purpose for which you require an electricity supply.
- iii. pay the amounts billed by us under this Contract in accordance with a billing notice.
- iv. meet your obligations under this Contract and applicable legislation.

7. OUR LIABILITY

7.1. The supply of electricity by Council is subject to BHP supplying us with electricity for this purpose. The electricity supply may be subject to fluctuations and interruptions from time to time for a number of reasons beyond our control, including:

- 7.1.1. Interruptions caused in respect of electricity supplied to BHP by others;
- 7.1.2. Interruptions caused by BHP in respect of the electricity it supplies to Council;
- 7.1.3. the location of the premises;
- 7.1.4. whether the premises is served by underground or overhead mains;
- 7.1.5. weather conditions;
- 7.1.6. as a consequence of animals, vegetation and/or the unlawful actions of vandals or other persons;
- 7.1.7. the existence of emergency or dangerous conditions;
- 7.1.8. damage to an electricity network;
- 7.1.9. the design and technical limitations of the electricity network; and
- 7.1.10. the demand for electricity at any point in time.

7.2. To the extent permitted by the law, we give no condition, warranty or undertaking and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this Contract.

7.3. Unless we have acted in bad faith or negligently, we are not liable for any loss or damage you suffer as a result of or in connection with the partial or total failure by us to supply electricity to the premises. This includes loss or damage suffered as a result of:

- i. a failure of electricity supply, or a defect in the electricity supply; or
- ii. a characteristic of the electricity supply (for example, voltage or frequency) being unsuitable for some purpose.

7.4. Unexpected fluctuations or interruptions may cause damage to your electrical equipment or cause it to malfunction. It is your responsibility to take out, as you see fit, insurance or to install devices to protect your equipment and/or property from any electricity fluctuations or interruptions.

7.5. To the extent permitted by law any liability that attaches to us under this Contract that cannot be excluded but that can be limited is (at our option) limited to:

- i. providing equivalent goods or services provided under this Contract to the premises; or
- ii. paying you the cost of replacing the goods or services provided under this Contract to the premises or acquiring equivalent goods or services.

8. TARIFFS & CHARGES

- 8.1. Current tariffs and charges for the sale and supply of electricity and other services to you are set-out in the price list adopted by Council annually and effective commencing from 1 July of each calendar year following the adoption of the budget.
- 8.2. We provide customers with information about current tariffs and charges by:
 - i. sending a copy of the current price list annually with the July billing notice,
 - ii. publishing the information on Council's website, and
 - iii. making copies of the current price list available at our administration office.
- 8.3. Tariffs and charges, which include special meter readings, account application fees and fixed charges for special purpose electricity supply, will be separately itemised on your billing notice.
- 8.4. Different tariffs and charges may apply to you depending on your circumstances. The current price list specifies the circumstances in which each tariff and charge applies.
- 8.5. We will assign a tariff to you at the commencement of this Contract based upon the information you provide to us. Details of the tariff assigned to you will be included on your billing notice.
- 8.6. If you think that you satisfy the eligibility criteria attaching to another tariff and can demonstrate this to us, you may request that we transfer you from your current tariff to another tariff. In this case, we will transfer you to the other tariff within 10 business days of you having satisfied us of your eligibility for that tariff.
- 8.7. If your circumstances change such that you are no longer eligible for the tariff assigned to you and you notify us of the change, we may require you to transfer to the tariff applicable to your circumstances with effect from the date on which we notify you of the new tariff.
- 8.8. If you do not notify us of a change in your use of the premises that affects your eligibility for a particular tariff, upon becoming aware of such change, we may upon giving notice to you, transfer you to the applicable tariff with effect from the date that we are reasonably satisfied that the change of use occurred.
- 8.9. If a tariff or charge applying to you changes during a billing cycle, your bill for that billing cycle will be calculated on a pro-rata basis using the old tariff or charge up to and including the date of change and the new tariff or charge from that date to the end of the billing cycle.
- 8.10. We reserve the right to change our tariffs and charges as necessary and you will be notified of any change that affects you.
- 8.11. Amounts stated in our price list or otherwise payable under this Contract may be stated to be either exclusive or inclusive of GST. Any amount that is payable by you under this Contract for a "taxable supply" as defined for GST purposes, to the extent permitted by law, will be increased so that the GST payable on the taxable supply is passed on to you as the recipient of that taxable supply.

9. BILLING

- 9.1. Most bills are issued on a quarterly billing cycle in the months of January, April, July and October. High-use customers receive bills on a monthly billing cycle.
- 9.2. We will send a bill to you as soon as possible after the end of each billing cycle. The bill will be in a form and contain such information as is required by the Notice of Exemption. The pay-by date for the bill will be at least 13 business days from the date of issue of the bill.
- 9.3. The bill will be issued to you, or to a person whom you have authorised in writing to us to act on your behalf, at the premises, unless you nominate another billing address in writing. An alternate billing address may if agreed by us include an email address provided by you.
- 9.4. At the end of each billing cycle, we will calculate:
 - i. the charge for electricity supplied during that billing cycle (using information obtained from reading your meter or using an approved estimating system); and

- ii. the amount for any other services supplied under this Contract during the billing cycle.
- 9.5. If your meter is unable to be read, or your metering data cannot reasonably be obtained by us (for example, if access to the meter is not provided, or the meter breaks down or is faulty), the amount of electricity that was supplied to us at the premises may be estimated.
- 9.6. If an estimation is used as the basis for your bill, you will be advised of this fact on your bill.
- 9.7. We must base the estimation on one of the following:
- i. your reading of the relevant meter; or
 - ii. historical meter data obtained (after the commencement of this Contract) in respect of the premises; or
 - iii. if the above information is not available, the average use of electricity by a comparable customer over the corresponding period.
- 9.8. If you have been provided with an estimated bill and the meter is subsequently read, the bill will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the meter reading.
- 9.9. If you have received an estimated bill due to the absence of metering data and a subsequent meter reading shows that you have been undercharged, we will offer you the option of paying for the amount undercharged under an instalment plan.
- 9.10. If the meter is unable to be read because you have not provided us with access to it and you subsequently request that we replace an estimated bill with a bill based on the meter reading, we will comply with your request but the costs we incur in arranging for a meter reading at the premises will be passed on to you.

10. PAYING YOUR BILL

NOTE: This clause does not affect our right to disconnect the electricity supply at your address under clause 17.

10.1. Payment in Arrears

- 10.1.1. Unless otherwise agreed, you must pay the amount due as stated in a bill to ensure funds are received by us on or before the pay-by date.
- 10.1.2. The method by which you make payment will be as agreed upon application for supply.
- 10.1.3. If you do not pay in full by the pay-by date or make payments as otherwise agreed, we will send you a Reminder Notice showing the amount outstanding and give you a further pay-by date (not less than 6 business days from the date of the reminder notice) to pay the amount due. In this case, we may charge a late fee.
- 10.1.4. If you do not pay the amount on the Reminder Notice by the pay-by date, we may require you to pay our reasonable costs of recovering that amount from you.
- 10.1.5. If you are a business customer, you will be required to pay interest on the outstanding amount as set out in the price list.
- 10.1.6. If a payment you make is dishonoured or reversed (e.g. where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

10.2. Payment by Instalments

- 10.2.1. You may choose to make payments in advance by instalments towards future bills. We will assist you to set an instalment amount that adequately covers your anticipated usage level.
- 10.2.2. We may require you to make payments in advance by instalments towards future bills if you have an unsatisfactory credit rating or a history of non-payment. In this case, the amount to be paid will be set by Council.

10.2.3. If we require you to pay on an instalment plan under Clause 10.2.2 but you refuse, we may either require a Security Deposit (see Clause 16) or refuse to connect supply to the premises.

10.2.4. All instalment payments in advance will be made on a monthly basis by direct debit on a date determined by Council.

10.3. Payment Difficulties

10.3.1. If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about:

10.3.2. payment by instalment plans offered by Council; and

10.3.3. any relevant government or non-government electricity rebates, concessions and relief schemes; and

10.3.4. where applicable, inform you of your right to have your bill redirected to a third person so long as that third person consents in writing to that redirection; and

10.3.5. any accredited financial counselling services of which Council has knowledge.

11. HARDSHIP CONSIDERATIONS

11.1. If –

a) you have exhausted all of the above options under clause 10.3 to address your payment difficulties and are still unable to pay your bill; and

b) you provide us with a report by an accredited financial counselling service providing details of your financial circumstances,

we will consider the matter under Council's Payments & Hardship Policy, a copy of which is available on the Council web site.

12. METERS

12.1. You must allow safe and convenient access to the premises for the purposes of enabling any person acting on behalf of Council to read the meter.

13. UNDERCHARGING

13.1. Subject to this clause, we may recover from you any amount you have been undercharged.

13.2. If you have been undercharged other than as a result of your own fault or unlawful act or omission, we can only recover the amount undercharged in the 9 months prior to the date you are notified of the undercharging.

13.3. You will not be charged interest on any undercharged amount.

13.4. You will be given the opportunity to pay any undercharged amount that we seek to recover from you in instalments over a maximum 12 month period.

14. OVERCHARGING

14.1. If you have been overcharged, we must notify you within 10 business days of becoming aware and we will repay the amount overcharged as follows:

14.1.1. if the amount overcharged is greater than \$50.00, we will refund the amount upon written request.

14.1.2. Refund requests must be made in writing by completing an 'Electricity Refund Request Form' available by contacting Council Office on 08 8671 0010.

14.1.3. If no refund request is made, we will credit the amount to your next billing notice;

- 14.1.4. if the amount overcharged is less than \$50.00, we will credit the amount to your next billing notice;
- 14.1.5. if you no longer require electricity to be supplied by us, we will process any refund amount in the next available payment cycle;

We are not liable to pay interest on any overcharged amount.

15. BILLING DISPUTES

- 15.1. If you disagree with the amount, you have been charged, you can ask us to review your bill. Upon such request, we will undertake the review as soon as reasonably practicable but, in any event, within 30 business days.
- 15.2. During such time as a review is being undertaken, we may require you to pay:
 - i. the lesser of that portion of the bill under review or an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
 - ii. any other bills that are properly due.
- 15.3. If you request that the meter reading or metering data be checked or that the meter, be tested, then we will arrange for this to occur. Unless the meter is found to be faulty, you will be liable for any costs incurred by us in checking or testing the meter. We may request that you pay the amount in advance.
- 15.4. If, after conducting a review of your bill the bill is found to be correct, you will be required to pay the outstanding amount of the bill. If the bill is incorrect, your bill will be adjusted in accordance with Clause 13 or 14 as the case may require.
- 15.5. If you remain dissatisfied with our response following a review, you have a right to refer the complaint to EWOSA.

16. SECURITY DEPOSITS

- 16.1. If any of the following apply, you may be required to pay a security deposit before we supply electricity to you:
 - i. you have left a previous premises without settling an outstanding electricity debt owed to Council, the debt remains outstanding, and you have refused to make arrangements that are satisfactory to Council to pay the debt;
 - ii. you have fraudulently acquired or intentionally consumed electricity otherwise than in accordance with law within the past 2 (two) years; or
 - iii. you refuse or fail to provide acceptable identification to us; or
 - iv. we reasonably consider that you have an unsatisfactory credit history; or
 - v. you are a business customer, and you have no history of paying electricity accounts (in respect of the business) or you have an unsatisfactory record of paying electricity accounts; or
 - vi. you refuse or fail to provide permission or other information requested to enable us to perform a check of your credit history, and
 - vii. you have been offered an instalment payment arrangement but declined to accept the arrangement or failed to make an instalment payment having accepted an offer.
 - viii. Subject to clause 16.2, the amount of a security deposit that may be sought by us is up to 37.5% of your estimated bills over a 12 month period, based on your billing history, or the average usage of electricity by a comparable customer over a comparable 12 month period.
- 16.2. If you are a business customer:

- i. we may increase the security deposit payable under clause 16.1(viii) where that deposit is insufficient to secure your current electricity usage; and
 - ii. you can elect to provide a bank guarantee as an alternative to a cash security deposit.
- 16.3. If you pay a security deposit, the deposit will be kept by Council and accrue interest on a daily basis at the bank bill rate.
- 16.4. A security deposit and any interest accrued will be returned to you if:
 - i. you complete at least 24 months of paying your billing notices by the pay-by dates for those bills; or
 - ii. you properly terminate the supply of electricity at the premises, and you do not require us to supply electricity to you at a different address.
- 16.5. We may also use your security deposit, and any interest earned on the security deposit, to offset any amount you owe to us under this Contract if:
 - i. you fail to pay a billing notice and, as a result, we arrange for the disconnection of supply at the premises; or
 - ii. in relation to the issue of a final billing notice where you vacate the premises and request disconnection of supply at the premises.

17. DISCONNECTION AND RECONNECTION OF SUPPLY

17.1. Supply Disconnections

- 17.1.1. We may disconnect the supply of electricity to the premises where any of the following circumstances exist:
 - i. you have requested disconnection; or
 - ii. continuity of supply to the premises would be unsafe – in this case we will use our best endeavours to notify you in person or by telephone prior to the disconnection and will arrange for reconnection as soon as practicable; or
 - iii. you have failed to allow access to the premises to read the meter for 3 consecutive billing periods; or
 - iv. you have not paid a billing notice following the issue of a Reminder Notice under Clause 10.1.3 or have not adhered to the terms of a payment plan.

17.2. Obligations prior to disconnection

- 17.1.2. Prior to disconnecting your electricity supply we will:
 - i. use our best endeavours to advise you either by telephone, mail, email or by any other means as may have been previously agreed between us;
 - ii. in the case of failure to pay (clause 17.1.1(iv)), serve you with a Disconnection Warning Notice specifying the date that disconnection is proposed to occur if the bill has not been paid by that time.

17.3. Reconnection of supply

- 17.1.3. Where we have disconnected the electricity supply at the premises due to your fault, and within 10 business days following the disconnection you have rectified any issue that led to the disconnection to our reasonable satisfaction and requested re-connection of supply, we will reconnect the premises as soon as practicable.
- 17.1.4. If you make a request for re-connection:

- i. before 4.00pm on a business day, we will use our best endeavours to arrange for the reconnection on the day of the request and, in any event, by the next business day.
- ii. after 4.00pm and before 9.00pm on a business day and you pay the charge for after-hours connection, we will use our best endeavours to arrange for the reconnection on the day of the request and, in any event, by the next business day in which case the after-hours charge will be refunded;
- iii. after 9.00pm on a business day we will arrange for the reconnection by the end of the next business day.

18. LIFE SUPPORT CUSTOMERS

- 18.1. If a person who requires and uses life support equipment resides at the premises, then you are required to provide us with written notice of this from a registered medical practitioner.
- 18.2. If you have advised us in accordance with Clause 18.1;
- i. we will not, except in the case of a supply network failure or hazardous conditions, disconnect supply to the premises; and
 - ii. we will provide you with a faults and emergencies telephone contact number.
- 18.3. If you have provided written notice under clause 18.1 and the person for whom the life support equipment is required vacates the premises or no longer requires the life support equipment, you must immediately inform us of that fact.

19. USE AND ILLEGAL USE OF ELECTRICITY

- 19.1. You must not:
- i. use or allow electricity supplied by us to be used other than in accordance with this Contract; or
 - ii. tamper with any meter or related electricity equipment or infrastructure or cause, suffer or permit any meter or equipment to be tampered with.
- 19.2. If you have unlawfully or fraudulently used electricity, we may:
- i. estimate the amount of the electricity so obtained and issue a billing notice to you or take debt recovery action against you for that amount; and
 - ii. immediately and without notice, disconnect supply to the premises.

20. PRIVACY AND CONFIDENTIALITY

- 20.1. Unless otherwise required or permitted by law, we will ensure that any personal information in our possession about you is not disclosed to a third party without your prior written consent or as may otherwise be agreed in writing with you.

21. FORCE MAJEURE EVENT

- 21.1. If either party to this Contract cannot meet an obligation under this Contract because of a force majeure event:
- i. the obligation, other than an obligation to pay money, is suspended to the extent that it is affected by the force majeure event for so long as the force majeure event continues; and
 - ii. the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the force majeure event, an estimate of its likely duration, the extent to which the party's obligations are affected by it and the steps being taken to remove, overcome or minimise those effects.

- 21.2. If the effects of the force majeure event are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.
- 21.3. A party claiming a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that force majeure event as quickly as possible.
- 21.4. Nothing in this clause requires a party to settle an industrial dispute which constitutes a force majeure event in any manner other than in the manner preferred by that party.

22. AMENDING THESE TERMS AND CONDITIONS

- 22.1. To the extent permitted by law, we may vary these terms and conditions from time to time. In this case, we will notify you that the terms and conditions have been amended, will ensure that the current version is available on our website and will provide you with a copy of the current terms and conditions upon request.

23. OTHER

The laws of South Australia govern this Contract.

24. FURTHER INFORMATION QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the sale or supply of electricity by us to you, or this Contract generally, or require any other information you may contact us as follows:

By telephone: 08 8671 0010

In writing: Roxby Power, 6 Richardson Place PO Box 124 Roxby Downs SA 5725

By email: roxby@roxbycouncil.com.au

After Hours Emergency: 0418 892 870

Website: www.roxbydowns.sa.gov.au

A copy of our customer Complaint Handling Policy can be provided upon request.