



Victoria Government Gazette

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SPECIAL

Electricity Industry Act 1993 NOTICE

Relevant dates for the purposes of section 98 (2) in exercise of the powers given under section 98 (2) of the Electricity Industry Act 1993:

- (a) 3 October 1994 is hereby fixed as the relevant date for the purposes of the following allocation statements to be prepared by National Electricity under section 99 of the Act:
- (i) a statement allocating to Victorian Power Exchange property, rights and liabilities relating to the Victorian Power Exchange function of National Electricity including certain specified property, rights and liabilities but excluding certain retained property, rights and liabilities;
 - (ii) a statement allocating to Generation Victoria property, rights and liabilities relating to certain specified property and a specified contract;
 - (iii) a statement allocating to Electricity Services Victoria property, rights and liabilities relating to certain specified real property, 66 kV lines, contracts and employee liabilities; and
 - (iv) a statement allocating to State Electricity Commission of Victoria property, rights and liabilities relating to certain specified agreements, shares and financial obligations; and
- (b) 3 October 1994 is hereby fixed as the relevant date for the purposes of the document to be prepared by National Electricity under section 113 (1) of the Act providing for:
- (i) the transfer to Victorian Power Exchange of officers and employees of National Electricity associated with the Victorian

Power Exchange function of National Electricity; and

- (ii) the transfer to Electricity Services Victoria of specified officers and employees of National Electricity.

Dated 29 September 1994

SIDNEY JAMES PLOWMAN
Minister for Energy and Minerals
ALAN R. STOCKDALE
Treasurer

Electricity Industry Act 1993 NOTICE

Relevant date for the purposes of Part 11

In exercise of the powers given under section 135 (2) of the Electricity Industry Act 1993, 3 October 1994 is hereby fixed as the relevant date for the purposes of Part 11 of the Act.

Dated 29 September 1994

SIDNEY JAMES PLOWMAN
Minister for Energy and Minerals
ALAN R. STOCKDALE
Treasurer

Electricity Industry Act 1993 NOTICE

Relevant dates for the purposes of section 116 (2)

In exercise of the powers given under section 116 (2) of the Electricity Industry Act 1993:

- (a) 3 October 1994 is hereby fixed as the relevant date for the purposes of the allocation statement to be prepared by Electricity Services Victoria under section 117 of the Act allocating the property, rights and liabilities of Electricity Services Victoria other than certain specified retained property, rights and liabilities; and

- (b) 3 October 1994 is hereby fixed as the relevant date for the purposes of the document listing officers and employees of Electricity Services Victoria under section 131 (1) of the Act.

Dated 29 September 1994

SIDNEY JAMES PLOWMAN
Minister for Energy and Minerals
ALAN R. STOCKDALE
Treasurer

**Office of the Regulator-General Act 1994
STATEMENT OF GOVERNMENT POLICY**

By this Order made under section 10 of the **Office of the Regulator-General Act 1994** ("the Act") the Governor in Council declares the following statements of government policy for the purposes of the Act and the **Electricity Industry Act 1993**:

1. Issue of Licences under the Electricity Industry Act 1993

The **Electricity Industry Act 1993** is the basis for implementing the Government's objectives with respect to the structure and regulation of the Victorian electricity industry. With respect to structure, the Government envisages the following principal enterprises operating in the industry:

- Generation Victoria, as an interim generating entity comprising 5 separate business divisions which will trade independently of one another;
- Power Net Victoria, as a transmission grid entity which will own, maintain and manage the high voltage grid;
- Victorian Power Exchange, as an independent entity to monitor and control the wholesale electricity market and ensure the security of electricity supply;
- 5 regionally based distribution companies (formed under the Corporations Law) comprising former assets of Electricity Services Victoria and the 11 municipal electrical undertakings; and
- State Electricity Commission of Victoria, undertaking limited trading activities relating to existing contractual commitments which have been retained by it in accordance with the **Electricity Industry Act**.

These structural changes separate the natural monopoly elements from the potentially competitive parts of Victoria's electricity supply industry.

Part 12 of the **Electricity Industry Act** deals with regulation of the industry. Part 12 provides for the electricity industry to be a regulated industry under the **Office of the Regulator-General Act 1994** in order to protect the consumer, monitor and maintain the integrity of supply and ensure the market operates fairly.

Further, Part 12 prohibits any person who does not hold an appropriate licence or exemption from generating electricity for supply or sale or transmitting, distributing, supplying or selling electricity or operating a wholesale electricity market. Licences are to be issued, varied or revoked by the Office of the Regulator-General. In performing its functions under the **Electricity Industry Act** the Office of the Regulator-General is required to take into account the objectives specified in the **Electricity Industry Act**, in the **Office of the Regulator-General Act** and in any statement of Government policy made under the Office of the Regulator-General Act.

It is declared that it is the Government's policy that:

- (a) licences be issued to give effect to the Government's objectives with respect to the competitive structure of the Victorian electricity industry;
- (b) subject to the **Office of the Regulator-General Act 1994**, the term of each such licence be indefinite and be terminable on 25 years' notice, except that the licence issued to Victorian Power Exchange be for a term of 5 years; and
- (c) the requirements of Part 12 of the Act be dispensed with in respect of the issue of each of these initial licences as contemplated by section 168 of the Act.

2. Granting of Licences in respect of electricity generated outside Victoria

The Government is committed to the principle of a competitive national electricity market.

Government policy with respect to the licensing of interstate generators is being

developed in the light of the development of a National electricity market and of existing contractual arrangements under an Interconnection Operating Agreement relating to the interconnection of Victoria, South Australia and New South Wales.

Consideration of applications for, and the terms and conditions, of licences for supply or sale in Victoria of electricity generated outside Victoria should be undertaken in consultation with:

- (a) the Department of Energy and Minerals and Department of the Treasury; and
- (b) Victorian Power Exchange.

It is expected that matters to be taken into consideration in consultation with Government will include:

- (a) the current or expected status of the Interconnection Operating Agreement, recognising that the current arrangements do not allow for direct access into the Victorian market by generators that are not a party to the Agreement;
- (b) expectations concerning the likely form of interim National market arrangements; and
- (c) consideration of whether the financial objectives and governance arrangements of the applicant are consistent with the commercial basis on which the industry in Victoria is to be structured.

It is expected that matters to be taken into consideration in consultation with Victorian Power Exchange will include the technical, operational and prudential implications of the applicant's participation in the Victorian wholesale electricity market and possible impacts on the operation of the Interconnection Operating Agreement.

It is anticipated that a further statement of Government policy will be made with respect to these issues prior to July 1995.

3. Customer Empowerment and Customer Standards.

While all Victorians will ultimately benefit from competition in the Victorian electricity industry, in particular from the empowerment that choice will give them in their dealings with their suppliers, the benefit of choice will not be immediately available to all customers. To

ensure that no customer is disadvantaged in the transition to competition and choice, this statement declares that it is Government policy that the Office of the Regulator-General should require each distribution company, by way of a licence condition, to:

- (a) develop and publish its own—
 - customer guaranteed and overall performance standards which will be at least equal to existing standards;
 - complaint handling, escalation and resolution policies, practices and procedures;
 - credit, security deposit and disconnection policies, practices and procedures which will be at least equal to those now applying; and
 - procedures for compensating customers for a company's failure to comply with its customer guaranteed standards; and
- (b) report to the Office its performance against those standards, policies, practices and procedures.

As competition develops within the electricity industry, it is expected that distribution companies and other retailers will offer innovative price/service mixes tailored to individual customer's needs. In order to promote the development of such innovative offers it is Government policy that the Office of the Regulator-General should monitor, and report on, compliance by the distribution companies with their standards, policies, practices and procedures and intervene in the setting of standards only where:

- (a) there is a demonstrated failure by a distribution company to comply with its standards, policies, practices or procedures; or
- (b) there is a clear need for an additional standard or procedure to prevent abuse of monopoly power.

Dated 29 September 1994

Responsible Minister:

IAN SMITH
Minister for Finance

KATHY WILSON
Acting Clerk of the Executive Council

Electricity Industry Act 1993

NOTICE

Nomination of distribution companies for the purposes of Part 10

Each of the following companies is hereby nominated as a distribution company for the purposes of Part 10 of the **Electricity Industry Act 1993**.

Eastern Energy Limited ACN 064 651 118.

Citipower Ltd ACN 064 651 056.

United Energy Ltd ACN 064 651 029.

Solaris Power Ltd ACN 064 651 083.

Powercor Australia Ltd ACN 064 651 109.

Dated 29 September 1994

SIDNEY JAMES PLOWMAN
Minister for Energy and Minerals
ALAN R. STOCKDALE
Treasurer

Electricity Industry Act 1993

NOTICE

Nomination of allocator for the purposes of Division 3 of Part 11

Graeme L. Dillon, Acting Project Leader, ESI Reform Unit, Department of the Treasury, is hereby nominated as the allocator for the purposes of Division 3 of Part 11 of the **Electricity Industry Act 1993**.

Dated 29 September 1994

SIDNEY JAMES PLOWMAN
Minister for Energy and Minerals
ALAN R. STOCKDALE
Treasurer

Electricity Industry Act 1993

This is the Supply and Sale Code and the Schedule of Electricity Prices for each of Eastern Energy Limited ACN 064 651 118, Citipower Ltd ACN 064 651 056, United Energy Ltd ACN 064 651 029, Solaris Power Ltd ACN 064 651 083 and Powercor Australia Ltd ACN 064 651 109 separately.

TABLE OF CONTENTS

Clause

1. ROLE OF THIS CODE
 - 1.1 Purpose
 - 1.2 Application
 - 1.3 The Franchise Customer
 - 1.4 *DistCo*
 - 1.5 Variation and Derogation of this Code
2. OBLIGATIONS OF THE PARTIES
 - 2.1 *DistCo* Obligations
 - 2.2 Conditions of Supply
 - 2.3 Franchise Customer's Obligations
3. BILLING, PAYMENT AND DISCONNECTION
 - 3.1 Billing for Electricity
 - 3.2 Enquiries in respect of Bills
 - 3.3 Payment of Bills
 - 3.4 Disconnection Procedures
 - 3.5 Tariff Rates
 - 3.6 Storage Water and Storage Space Heating Tariffs
4. TERMINATION
5. CONFIDENTIALITY OF FRANCHISE CUSTOMER AND METERING DATA
 - 5.1 General Obligation
 - 5.2 Accumulated Information
6. TECHNICAL PROVISIONS
 - 6.1 Supply
 - 6.2 Supply Quality Standards
 - 6.3 Power Factor
 - 6.4 Limits of Television and Radio Interference
 - 6.5 Load Balance
 - 6.6 Inspection and Testing
 - 6.7 Time Clocks
7. SUPPLEMENTARY CONDITIONS FOR FRANCHISE CUSTOMERS TAKING A SUPPLY UNDER TARIFF L AND TARIFF H
 - 7.1 Initial Selection of Tariff L and H
 - 7.2 Amount of Supply
 - 7.3 Future Supply
 - 7.4 Changes to Contracts Demand
 - 7.5 Multiple Suppliers
 - 7.6 Standard Time
 - 7.7 Pricing of Supply to the Franchise Customer
 - 7.8 Standby Capacity in Supply to the Franchise Customer
8. DEFINITIONS

SCHEDULE OF ELECTRICITY PRICES

SUPPLY AND SALE CODE

1. ROLE OF THIS CODE

1.1 Purpose

The purpose of this *Supply and Sale Code* (the "Code") is to set the minimum conditions under which *Distributors* sell electricity to *Franchise Customers*.

Customers who wish to know more about the application of this *Code* should contact the nearest *DistCo* office.

1.2 Application

This *Code* is replaced to the extent that an agreement is made between *DistCo* and the *Franchise Customer* or where an agreement is reached between the *Franchise Customer* and a *Retailer*.

1.3 The *Franchise Customer*

The customer is a *Franchise Customer* in terms of section 154 of the *Electricity Act*.

1.4 *DistCo*

DistCo is a *Distributor* holding one of the *Distribution licences* under the *Electricity Act* covering the area described in the *Distribution Licence* and a *Retailers licence*.

1.5 Variation and Derogation of this *Code*

- 1.5.1 This *Code* may be reviewed by the *DistCo* at any time, and must be reviewed by the *DistCo* upon receiving a direction by the *Regulator* to do so, with a view to identifying whether it would, if amended, better facilitate the achievement of the *Policy Objectives*.

Either the *Regulator* or the *DistCo* may propose an amendment to the provisions of this *Code*. If such an amendment is proposed, the *Regulator* shall seek representations on the proposed amendment from *Franchise Customers*.

Any such proposal will be dealt with in accordance with sections 157 and 164 of the *Electricity Act*.

- 1.5.2 The *Regulator* may, on application by *DistCo*, declare in writing that the provisions of this *Code*, either generally or in a particular case or class of cases, will apply to *DistCo* as if a provision or provisions were omitted or were modified or varied in a specified

manner and, when such a declaration is made, this *Code* applies accordingly.

- 1.5.3 Any variation to or derogation from this *Code* shall be notified to the *Franchise Customer* by notice in the *Government Gazette*.

2. OBLIGATIONS OF THE PARTIES

2.1 *DistCo* Obligations

- 2.1.1 Where a *Franchise Customer* requests a *Supply* from *DistCo*, *DistCo* shall, subject to clause 2.2:

- (a) provide and maintain equipment for the *Supply* of electricity up to the *Point of Supply*.
- (b) unless otherwise agreed in writing, and in accordance with the *Retail Tariff Metering Code*, in a suitable location to be provided by the *Franchise Customer*, provide standard metering and necessary ancillary equipment as determined by *DistCo*, but in any case at *DistCo's* own cost. The *Franchise Customer* acknowledges *DistCo's* ownership of all meters and ancillary equipment at the *Premises* which the *DistCo* owns as at 3 October 1994.
- (c) make all reasonable efforts to provide a *Supply* at the standard *Voltage* and frequency set out in clause 6.1. It will not be liable for loss arising from a failure to provide a *Supply* for any reason whatsoever, malfunction of equipment, irregularity of *Voltage* or frequency, delay in providing a *Supply* or a failure or interruption of *Supply*.
- (d) not disconnect *Supply* to a *Franchise Customer's Premises* except in the circumstances detailed in Clause 3.4.
- (e) be sensitive to the environment and the amenity of the area but reserves the right to erect overhead *Electric lines*, underground *Electric lines* or *substations* if it becomes desirable for the future development of the *Distribution System*. *DistCo* makes no warranty, promise, representation or undertaking in relation to the *Supply* of electricity. All warranties, terms and conditions in relation to the *Supply* of electricity and of every other kind, which may otherwise be implied by use, statute or otherwise, are, to the extent that they may lawfully be, hereby excluded.

2.1.2 *DistCo* will provide, on request, for *Franchise Customers* generally, information on the *Supply* of electricity.

All enquiries will be answered in a timely manner, and multi-lingual services will be available where, in the opinion of *Distco*, it is reasonable to do so.

2.1.3 *DistCo* shall comply with the *Retail Tariff Metering Code* and the *Service Rules*.

2.2 Conditions of Supply

The obligations of *DistCo* under this *Code* shall not arise until:

- (a) where *DistCo* requires the *Franchise Customer* to make written application for connection of electricity *Supply* to a *Premises* or to provide proof of the *Franchise Customers* identity, such written application has been made, or such proof has been provided, to the reasonable satisfaction of *DistCo*;
- (b) the *Franchise Customer* gives *DistCo* notice of its occupation, relocation to, or residence at a *Premises*, and, if the *Franchise Customer* is vacating another *Premises*, which *Premises* is *Supplied* by *DistCo*, the *Franchise Customer* must also have complied with its obligations under clause 2.3(s);
- (c) if Clause 3.3(d)(i) of this *Code* applies, the *Franchise Customer* has provided a *Refundable Advance* that is required by *DistCo* under that clause;
- (d) the *Franchise Customer*, if required under clause 7.3, has allowed *DistCo* to install and maintain a sub-station or other works on the *Premises*;
- (e) if required by *Distco*, a *Responsible Officer* is satisfied that the *Electrical installation* to which *Supply* is to be provided is capable of passing the tests prescribed in the *Wiring Rules*; and
- (f) if required by *Distco*, the *Franchise Customer* has submitted to *Distco* all plans and specifications for any proposed new *Electrical installation* or any proposed changes to the *Electrical installation* for *Distco*'s approval.

2.3 *Franchise Customer's* Obligations

- (a) The *Franchise Customer* will, within the time specified on any bill, pay for electricity and other services *Supplied* as requested by the

Franchise Customer at the prices notified from time to time by *DistCo* in the *Schedule of Electricity Prices*.

- (b) The *Franchise Customer* will not allow an electricity *Supply* to be used other than at the *Franchise Customer's Premises* nor will it *Supply* electricity to any other person, company or council without written approval.
- (c) The *Franchise Customer* will not allow electricity supplied under an off-peak storage water *Tariff* or a off-peak storage space heating *Tariff* to be used other than for storage water heaters or storage space heaters respectively.
- (d) The *Franchise Customer* will not interfere or allow interference with *DistCo* equipment on the *Franchise Customer's Premises* except as may be permitted by law.
- (e) The *Franchise Customer* will be responsible for maintaining the *Clearance* of all trees, or any parts thereof which belong to the *Franchise Customer* from:
 - (i) any *Low Voltage Electric lines* servicing the *Franchise Customer's Premises*; and
 - (ii) all *High Voltage Electric lines* belonging to the *Franchise Customer*,
 which trees or parts thereof, are on or over:
 - (iii) the *Franchise Customer's Premises*; or
 - (iv) a neighbouring property,
 at its own expense, in accordance with the provisions of the State Electricity Commission Act 1958, Part VI (as amended by the *Electricity Act*) and the *Tree Clearing Code*.
- (f) The *Franchise Customer* will be responsible for maintaining the *Clearance* of all structures, whether permanent or not, and vehicles which are on the *Franchise Customer's Premises* from all *Electric lines* on or over the *Franchise Customer's Premises* or a neighbouring property, at its own expense, in accordance with the *Wiring Rules*.
- (g) *DistCo* may at any time remove any tree, limb of any tree, structure, vehicle or other obstacle on or over the *Franchise Customer's Premises* that, in *DistCo's* opinion, may endanger the safety or effective operation of any *Electric*

lines. The Franchise Customer will pay on demand DistCo's costs of removal of any tree, structure or vehicle as referred to above.

- (b) The Franchise Customer will at all times make available to DistCo's officers or agents, together with their equipment, a safe convenient and unhindered access to DistCo equipment on the Franchise Customer's Premises for any purposes associated with the Supply, metering or billing of electricity, the inspection and/or testing of the Electrical installation, or the removal of trees, structures or vehicles as referred to above provided that official identification is produced by such officers or agents on request. The Franchise Customer shall provide protective equipment to officers or agents of DistCo if that is necessary in order to ensure safe access to the Premises.
- (i) The Franchise Customer will provide and maintain on the Franchise Customer's Premises any reasonable or agreed facility required by DistCo to protect DistCo's equipment.
- (j) The Franchise Customer will at its own expense maintain the Electrical installation in a safe condition to the satisfaction of the DistCo. The Franchise Customer will also ensure that the Electrical installation and the equipment within it (including protection equipment) are effectively co-ordinated at all times with the electrical characteristics of DistCo's Distribution System.
- (k) The Franchise Customer will not allow persons other than licensed electrical mechanics or persons holding a permit from DistCo or the Regulator to perform any work on the Electrical installation.
- (l) The Franchise Customer will use the electricity Supply in a manner that, in the opinion of DistCo, does not interfere with the Supply to any other customer or cause damage or interference to any third party.
- (m) The Franchise Customer will pay to the DistCo a reconnection fee prior to reconnection following a disconnection that was either requested by the Franchise Customer or has otherwise resulted under clause 3.4 of this Code.
- (n) The Franchise Customer will, if required by DistCo under clause 3.3(d)(i) or (ii) of this Code, pay a Refundable Advance or otherwise

secure future electricity bills and enter into a contract in writing with DistCo.

- (o) The Franchise Customer will comply with any Act, Regulation, Rule or other Code relating to the Supply of electricity to the Franchise Customer's Premises. Any Acts, Regulations or Rules shall take precedence over this Code.
- (p) Where the Franchise Customer consists of more than one person, each person shall be jointly and severally bound by the obligations hereunder.
- (q) The Franchise Customer will indemnify, keep indemnified, and save harmless DistCo against all claims, actions, demands, proceedings, liabilities, damages, amounts, costs and expenses whatsoever and howsoever arising, paid, suffered or incurred by DistCo directly or indirectly as a result of or in connection with any breach or non-performance of the Franchise Customer of any of the Franchise Customer's obligations, whether express or implied, under this Code.
- (r) The Franchise Customer hereby authorises DistCo to set off or deduct any moneys owed by the Franchise Customer to DistCo against or from any moneys owed or payable by DistCo to the Franchise Customer.
- (s) The Franchise Customer will give DistCo not less than three working days notice of the vacation of the Premises by the Franchise Customer. If the Franchise Customer does not give such notice, the Franchise Customer remains liable for electricity supplied to the Premises and otherwise remains liable under this Code.
- (t) The Franchise Customer will not take electricity Supplied to another Franchise Customer at the Premises.
- (u) The Franchise Customer will pay for the provision of or adjustment to any metering equipment resulting from changes to Tariff, demand period, daylight savings or Supply Voltages which are requested by the Franchise Customer.
- (v) The Franchise Customer shall comply with the Retail Tariff Metering Code.
- (w) The Franchise Customer will provide a written advice to DistCo of any changes the Franchise Customer makes to the Electrical installation if,

as a consequence of those changes, more or different protective equipment may be required in order to prevent damage to any property or persons in the event of a fault in the *Electrical installation* than was in place before the changes were made.

- (x) The *Franchise Customer* will comply with the *Service Rules*.

3. BILLING, PAYMENT AND DISCONNECTION

3.1 Billing for Electricity

- (a) The recording of the meters put in place at the *Franchise Customer's Premises* shall be prima facie evidence of electricity used. Meter readings will thus be the basis of determining the calculation of bills.
- (b) Except in the case of a correction payment under clause 3.3(a)(vi), *DistCo* will render bills at intervals not greater than three months unless *DistCo* notifies the *Franchise Customer* at the time when the bill is rendered that the bill covers a greater period. However, depending on *DistCo* practice, bills may be rendered at more frequent intervals.
- (c) Except in the circumstances detailed in (d) below, every bill shall be based upon the reading of the meter for the *Franchise Customer's Premises*.
- (d) Bills may be based upon estimated data where:
- (i) physical access to the meter is denied, whether as a result of the actions of the *Franchise Customer*, third parties, or because of safety reasons;
 - (ii) circumstances such as weather conditions, industrial disputation, etc., prevent meter readings being obtained on particular occasions; and
 - (iii) erroneous recordings are made by the metering equipment (including time switches) whether arising from failure of such equipment (intermittent or otherwise), interference by unauthorised persons, physical damage or otherwise.

In the circumstances described in (iii) the amount properly payable, unless otherwise agreed, will be determined by reference to prior billing history and by meter reading

subsequently taken by *DistCo*. Accounts will be adjusted where necessary.

Notwithstanding anything contained in this clause, meters shall be read at least once in any 12 month period.

- (e) If the electricity bill covers a period outside the normal billing period, the charges may be adjusted on a pro rata basis.
- (f) In addition to charges for the *Supply* of electricity, bills may include charges for other matters ancillary to the *Supply* of electricity, including charges for work carried out, or services provided, either at the request of the *Franchise Customer* or due to the failure of the *Franchise Customer* to perform its obligations under this *Code*.
- (g) Bills and notices will be duly rendered or given if left at, or mailed to the *Premises*, except where other prior arrangements are requested by the *Franchise Customer* and agreed to by *DistCo*.
- (h) If an applicable *Tariff* rate is changed during a billing period, the *Electricity Supplied* and measured by a meter or estimated to have been *Supplied* shall be assumed to have been *Supplied* at a uniform daily rate for the whole of the billing period and the amount of that rate shall be calculated on the basis of a pro-rata calculation of the use at each *Tariff* rate.
- (i) As a minimum each individual bill shall include details of:
- (i) The date of the previous and of the current meter reading;
 - (ii) The past and the current meter readings;
 - (iii) Consumption in kWhs;
 - (iv) The relevant *Tariff* or *Tariffs*;
 - (v) The meter number or numbers;
 - (vi) The amount due;
 - (vii) The due date for payment;
 - (viii) The various payment methods (as detailed further herein below);

- (ix) The various payment options (as detailed further herein below);
- (x) The office address and telephone number for a *DistCo* office which is able to answer billing and payment enquiries;
- (xi) A 24 hour contact telephone number;
- (xii) The address of the *Premises* and any relevant *Franchise Customer's* mailing address;
- (xiii) The *Franchise Customer's* name and account number;
- (xiv) The amount of arrears/credit entries;
- (xv) The amount of other charges and details of the services provided; and
- (xvi) A reminder message during concession periods.

3.2 Enquiries in respect of Bills

- (a) At the *Franchise Customer's* request, an account will be reviewed by *DistCo*.
- (b) While an account is being reviewed, the *Franchise Customer* remains liable to pay any future accounts and that portion of the account that the *Franchise Customer* and *DistCo* agree is not in dispute.
- (c) In conducting a review, *DistCo* shall examine a meter reading and conduct check readings. Load testing to validate electricity consumption recording may be conducted at *DistCo's* discretion.
- (d) If *DistCo* is satisfied that the account is correct and the *Franchise Customer* continues to dispute the account, a meter test to the appropriate *Australian Standard* may be conducted. This test shall be conducted at the *Franchise Customer's* cost (which costs shall be refunded if the meter is found to be faulty).
- (e) If *DistCo* is satisfied that the account is incorrect and that a correction should be made, the correction payment shall be made in terms of clause 3.3 below.

- (f) These procedures are to apply notwithstanding anything contained in the *Retail Tariff Metering Code*.

3.3 Payment of Bills

(a) Payment of Bills and Collection

- (i) Subject to clause 3.3(b), all bills shall be paid by the date shown on an invoice.
- (ii) Money owing to *DistCo* under clause 3.3(a)(i) shall be due without further demand on the rendering of a bill and shall be payable in accordance with a method notified on the bill.
- (iii) If a bill is unpaid by the due date for payment, *DistCo* may charge interest on the unpaid amount from the date of issue of the bill. The rate charged for such interest shall be the Commonwealth Bank of Australia Corporate Overdraft Reference Rate plus a margin of 2% per annum and compounded monthly.
- (iv) If any sum owing by the *Franchise Customer* to *DistCo* is paid by a third party, the payment is prima facie effective to discharge the debt, but if *DistCo* is subsequently required to repay the sum or any part thereof to the third party or to any other person, the debt will be revived to the extent to which the sum has been repaid.
- (v) Any costs incurred by *DistCo* in the recovery of any amounts owed under this *Code*, or as a result of a default by the *Franchise Customer* in its payment obligations, may be recovered from the *Franchise Customer* and may be included on the next bill which follows the incurring of such costs.
- (vi) In cases of either under-charge or over-charge because of error or any other cause, retrospective corrections shall be made. No interest on retrospective corrections shall accrue or shall be charged or paid in any circumstances except in that, where the *Franchise Customer* is obliged to make a correction payment, the payment shall be reflected on the bill rendered.

bereunder, and clauses (ii) and (iii) above shall apply.

(b) **Payment Options**

Where payment assistance is required, *DistCo* will provide a range of payment services including, but not limited to:

- (i) Re-direction of electricity accounts;
- (ii) Instalment payment plan;
- (iii) Extended time to pay (only under certain circumstances, as agreed by *DistCo*);
- (iv) Referral to financial counselling (if available in the *Franchise Customer's* area); and
- (v) Notification of Victorian Government assistance programs.

(c) **Payment Methods**

DistCo will provide a range of payment methods, including, but not limited to:

- (i) Mail;
- (ii) Payment at agencies as notified on bills;
- (iii) Direct debit; and
- (iv) Any other methods as notified to *Franchise Customers* from time to time.

(d) **Refundable Advances**

- (i) *DistCo* may require any *Franchise Customer* who requires a *Supply*, prior to connection of electricity *Supply* to the *Premises*, to provide a *Refundable Advance* which *Refundable Advance* shall be security for the payment of money which may become due by the *Franchise Customer* to *DistCo*.
- (ii) *DistCo* may require any *Franchise Customer* who is taking a *Supply*, by notice in writing, to provide a *Refundable Advance* to *DistCo*, which *Refundable Advance* shall be security for the payment of money which may become due from the *Franchise Customer* to *DistCo* in respect of the *Supply*.

- (iii) Where the *Franchise Customer* does not provide a *Refundable Advance* as required under clause 3.3(d)(i), or within seven days of a notice given under clause 3.3(d)(ii), then:

- (a) if the *Franchise Customer* has not yet been provided with a *Supply*, *DistCo* may refuse to provide a *Supply*; and
- (b) if the *Franchise Customer* is presently taking a *Supply*, *DistCo* may disconnect the *Supply*.

but when the *Franchise Customer* gives such *Refundable Advance*, *DistCo* will, subject to clause 2.2, provide or re-connect the *Supply*.

- (iv) Where any *Refundable Advance* is given to *DistCo*, interest shall be paid at a rate fixed by *DistCo* with the approval of the *Regulator* on the *Refundable Advance*.

(e) **Use of Refundable Advances**

DistCo may set off the *Refundable Advance* and all accrued interest against any amount owed by the *Franchise Customer* to *DistCo* when:

- (i) the *Franchise Customer* defaults in payment of a bill or bills which failure to pay results in the disconnection of the *Supply* to the *Premises*; or
- (ii) at the request of the *Franchise Customer*, when the *Franchise Customer* terminates or requests the termination of the *Supply* to the *Premises*.

and any balance shall be paid to the *Franchise Customer*.

The exercise of any rights of set off by *DistCo* under this clause shall not prejudice any other right of recovery which *DistCo* has.

3.4 **Disconnection Procedures**

(a) **Disconnection for debt**

- (i) If the *Franchise Customer* fails to pay any bill within the time specified for payment, *DistCo* shall advise the

Franchise Customer of its options under clause 3.3(b).

- (ii) If the *Franchise Customer* refuses or fails to accept payment options, or, having taken advantage of the payment options defaults in payment, or accepts that payment option, but refuses or fails to take any reasonable action to pay the account within the time specified by *DistCo* (being not less than 7 days after a warning of disconnection has been given by *DistCo*, whether or not negotiations have subsequently been entered into), *DistCo* may disconnect the *Supply* to the *Franchise Customer's Premises*.
- (iii) If *DistCo* and the *Franchise Customer* enter into any agreement in relation to the payment of any amount under this Code, and that agreement is breached, and no action is taken to pay the amount within the time specified by *DistCo* (being not less than seven (7) days) after a warning of disconnection has been given by *DistCo*, whether or not negotiations have subsequently been entered into, *DistCo* may disconnect the *Supply* to the *Franchise Customer's Premises*.
- (b) Disconnection for health and safety reasons, etc.
- DistCo* may also disconnect the *Supply* to the *Franchise Customer's Premises* for health and safety reasons and during emergencies and maintenance.
- (c) Disconnection for denial of access to meters
- If the *Franchise Customer* denies *DistCo* access to the meter or meters on the *Premises* in respect of four consecutive bills or four written applications for access, *DistCo* may immediately disconnect the *Supply* to the *Franchise Customer's Premises*.
- (d) Disconnection at the request of the *Franchise Customer*
- DistCo* shall disconnect the *Supply* to the *Franchise Customer's Premises* if the *Franchise Customer* so requests.
- (e) Disconnection for failure to provide a *Refundable Advance*

Where the *Franchise Customer* fails to provide a *Refundable Advance* in accordance with clause 3.3(d)(ii), *DistCo* may disconnect the *Supply* to the *Franchise Customer's Premises*.

3.5 Tariff Rates

- (a) The *Schedule of Electricity Prices* shall define the *Tariffs* available for each type or classification of *Franchise Customer*.
- (b) Where electricity is billed under a time-of-use *Tariff*, times will be controlled by a device (contained within meters or by time switches) supplied by *DistCo*.
- (c) The *Schedule of Electricity Prices* shall define the off-peak *Tariff* rates which will be available. The *Schedule of Electricity Prices* shall also prescribe the hours in which off-peak *Tariff* rates are to be available.
- (d) Unless otherwise agreed, where electricity charges are based on a maximum demand component of electricity used, the maximum demand will be the highest demand averaged over each fifteen minutes within the billing period.
- (e) Where charges or *Supply* are measured in demand periods, the demand period is the designated period of time, usually expressed in intervals of 15 minutes, defined in the *Schedule of Electricity Prices* that the integrated demand is measured at the *Electrical installation*.
- (f) Where alternative *Tariffs* or options of *Tariffs* are available under the *Schedule of Electricity Prices*, the *Franchise Customer* may transfer by written request between such *Tariffs* or options, subject to agreement with *DistCo* to *Supply*, and:
- (i) the *Franchise Customer* must complete a minimum of 12 months on any *Tariff* or option before reverting to a previous *Tariff* or option.
- (ii) *DistCo* may require up to 3 months notice if the transfer does not involve any change in the *Supply Voltage*.
- (iii) the effective date of the transfer shall be the later of:
- (A) the date on which last meter readings for the previous *Tariff* or option were obtained; or

- (B) the date on which the necessary metering equipment changes were completed.
- (iv) if a change is required in the *Supply Voltage*, any such change will be subject to agreement between the *DistCo* and the *Franchise Customer*.
- (v) if a change of *Tariff* necessitates *DistCo* changing metering facilities, the *Franchise Customer* will pay the cost involved.
- (g) The times nominated in the *Schedule of Electricity Prices* for off-peak or *Tariffs* are Australian Eastern Standard Time.
- (h) Where *DistCo* agrees to provide a switching service so that the *Franchise Customer* may synchronise operation of equipment belonging to the *Franchise Customer* with *DistCo*'s off-peak *Tariff* periods, it will be the responsibility of the *Franchise Customer* to ensure that the hours of the switching service are synchronised with the hours under the relevant off-peak *Tariff*.
- 3.6 Storage Water and Storage Space Heating *Tariffs*
- (a) Off-peak storage water heating and storage space heating *tariffs* are available during hours prescribed for the following periods in the *Schedule of Electricity Prices* for the following periods:
- (i) a 6-hour heating period per night for storage water heaters that are used in *Premises* being billed under domestic/residential *Tariffs* provided the heater complies with element ratings and conditions as specified hereunder.
- (ii) an 8-hour heating period for existing storage water heaters that are used in *Premises* being billed under domestic/residential *Tariffs* provided the heater complies with element ratings and conditions as specified hereunder.
- (iii) a 10-hour heating period for permanently wired storage space heaters that are used in *Premises* being billed under domestic/residential *Tariffs* provided the heater complies with the conditions specified hereunder.
- (b) Electricity will be made available to storage heating elements during the off-peak hours prescribed in the *Schedule of Electricity Prices* by means of a time switch or other form of control arranged or provided by *DistCo*. However, where a storage water heater supplied on a 6-hour off-peak heating period is sized to match the potential number of bedrooms within the *Premises*, as determined by *DistCo*, a booster element may be metered and charged under the off-peak *Tariff*, at the election of *DistCo*.
- (c) 6-hour storage water heaters that are used jointly or solely for space heating, swimming pool or spa pool heating or on a circulated loop shall not be eligible to have a booster element supplied under an off-peak *Tariff*.
- (d) With the exception of booster elements referred to in clause 3.6(b), all booster elements, auxiliary elements, fans or pumps used in conjunction therewith are charged under the Domestic/Residential *Tariff* GD, GR or WINNER peak rate as appropriate.
- (e) In order for any storage water heater *Tariff* to be available, storage water heaters shall comply with the following requirements:
- (i) they shall be of a type and design for which the *Regulator* has issued a test certificate indicating compliance with specified performance requirements of AS1056. Such approved water heaters carry a registered testing stamp or a *Regulator*-approved identification affixed by the manufacturers;
- (ii) where only one water heater is installed, it shall have a rated delivery of not less than 160 litres. Where additional or multiple heaters are installed in residential *Premises* the total of the rated deliveries of heaters

supplied through a meter shall not be less than 160 litres; and

(iii) element ratings shall be as follows:

Size of Heater (Litres Delivery)	Rating of Element (kW) 6 Hour Heating		
	Main	Booster (if fitted)	8 Hour Heating
31.5, 40, 50, 63	1.8	N/A	1.2
80, 100, 125	2.0	N/A	1.8
160	3.0	N/A	2.4
200	3.0	N/A	2.4
250	3.6	3.6	3.0
315	4.8	4.8	3.6
400 Single Element	6.0	-	4.8
400 Twin Element	4.8	4.8	-
500	2 x 3.6	N/A	2 x 3.0
630	2 x 4.8	N/A	2 x 3.

N/A - not applicable

Table 1

(f) In order for any storage space heater *Tariff* to be available storage space heaters shall comply with the following requirements:

- (i) each heater shall have a total rating of not less than 120 watts and not more than 250 watts per square meter of heated area. Further, each heater shall have a total storage input rating of not less than 1.8kW;
- (ii) storage space heaters shall comply with *DistCo* requirements with regard to type, design and total wattage in relation to thermal storage capacity including all relevant *Australian Standards*; and
- (iii) energising of the storage elements of a storage space heater will be permitted only during the relevant hours in the *Schedule of Electricity Prices*.

4. TERMINATION

The agreement between the *Franchise Customer* and *DistCo* the terms of which are set out in this *Code* shall terminate:

- (a) when *Supply* is disconnected from the *Franchise Customer's Premises* under clause 3.4 of this *Code*; or
- (b) three (3) working days after notice of vacation of the *Premises* is given by the *Franchise Customer* under clause 2.3(s),

without prejudice to any rights or obligations incurred prior to that date.

5. CONFIDENTIALITY OF FRANCHISE CUSTOMER AND METERING DATA

5.1 General Obligation

DistCo shall comply with its obligations under any Act, Regulation, or Ordinance, as in force from time to time, which imposes obligations on it in respect of

the confidentiality of the *Franchise Customer Information*.

5.2 *Accumulated Information*

Nothing in this clause shall be taken to prevent the disclosure of *Accumulated Information* by *DistCo* to any person or body.

6. TECHNICAL PROVISIONS

6.1 Supply

(a) Standard frequency of *Supply* is nominally 50 Hz. However, frequency departures from 50 Hz may occur as follows:

(i) operation may occur at any frequency in the range 49.5 Hz to 50.5 Hz; and

(ii) frequency excursions may occur within the range 47 Hz to 52 Hz, with frequency returning to within the range 49.5 Hz to 50.5 Hz within 50 seconds.

(b) Standard *Voltages* are nominally 240 volts, 415 volts, 480 volts, 6.6 kV, 11 kV, 22 kV and 66 kV. Unless otherwise agreed, the *Franchise Customer* acknowledges that voltage may fluctuate within the range for the time periods as shown in the table below:

Voltage Level	Voltage Range for Time Periods			
	Steady State	Less than 1 minute	Less than 10 seconds	Impulse Voltage
< 1.0kV	± 6 %	± 10 %	Phase to Earth + 150% - 100% Phase to Phase + 120% - 100%	10 kV peak
1.0 - 6.6 kV	± 10 %	± 10 %	Phase to Earth + 180% - 100% Phase to Phase + 120% - 100%	60 kV peak
11 kV				95 kV peak
22 kV				150 kV peak
66 kV	± 10 %	± 15 %	Phase to Earth + 150% - 100% Phase to Phase + 120% - 100%	325 kV peak

Table 2

(c) The *Franchise Customer*, if it so requests, may be granted a *Multiple Supply* by *DistCo*. If *DistCo* so requires, the *Franchise Customer* shall accept a *Multiple Supply*.

6.2 Supply Quality Standards

6.2.1 A *Responsible Officer* may advise the *Franchise Customer* from time to time as to quality standards to be met by a *Franchise Customer* required by *DistCo* for harmonic distortion, *Voltage* distortion and *Voltage* fluctuation. The *Franchise Customer* shall at its own expense ensure that the *Electrical installation* at the *Premises* meets the requirements of *DistCo* at all times.

6.2.2 *DistCo* reserves the right, in its absolute discretion, to require the *Franchise Customer* at the *Franchise Customer's* expense to undertake any works necessary to meet changes to quality standards and these works shall be performed to an agreed timetable.

6.2.3 *DistCo* may disconnect *Supply* from the *Franchise Customer's Premises* to protect the *System* in the interests of other customers, until the *Franchise Customer* meets the requirements of *DistCo*. Any costs incurred to *DistCo* or any other customer as a result of the *Franchise Customer's* failure to meet the requirements of *DistCo* shall be borne by the *Franchise Customer*. *DistCo's* decision in this matter shall be final. Such a circumstance shall be deemed to be a health and safety reason under clause 3.4(b).

6.2.4 In addition to any right to recover provided for above, where the *Franchise Customer* is in breach of the distortion limits set out above, *DistCo*'s costs shall consist of a sum which *DistCo* reasonably determines from time to time for those electrical quantities are in excess of the limits set forth in this clause and *DistCo* may recover these costs from the *Franchise Customer*.

6.3 Power Factor

6.3.1 Unless otherwise agreed, in respect of any *Franchise Customer's Electrical installation* which is connected to the *Distribution System* after 3 October 1994, or any *Franchise Customer's Electrical installation* which is connected to the *Distribution System* on 3 October 1994, where the *Franchise Customer* requests a new *Supply* or a variation of any kind to the *Supply* after 3 October 1994, for a particular *Voltage* level, the *Power Factor* will be in the range:

Supply Voltage	Power Factor Range for Franchise Customer Maximum Demand and Voltage					
	Up to 100 kW		Over 100kW to 2MW		Over 2 MW	
	Minimum Lagging	Maximum Leading	Minimum Lagging	Maximum Leading	Minimum Lagging	Maximum Leading
LV	0.75	0.8	0.8	0.8	0.85	0.85
6.6 kV 11 kV 22 kV	0.8	0.8	0.85	0.85	0.9	0.9
66 kV	0.85	0.85	0.9	0.9	0.95	Unity

Table 3

6.3.2 Any *Franchise Customer's Electrical installation* which was connected to the *Distribution System* on 3 October 1994, and which then took and now takes a *Supply* at 6.6kV, 11kV or 22kV, unless otherwise agreed, and until the *Franchise Customer* requests a new *Supply*, or a variation of any kind to the *Supply*, will maintain *Power Factor* in the range lagging 0.8 to leading 0.8.

6.3.3 Any *Franchise Customer's Electrical installation* which was connected to the *Distribution System* on 3 October 1994, and which then took and now takes a *Supply* at 66kV, unless otherwise agreed, and until the *Franchise Customer* requests a new *Supply*, or a variation of any kind to the *Supply*, will maintain *Power Factor* in the range lagging 0.9 to leading 0.9.

6.3.4 Where the *Power Factor* falls outside the above range, when averaged over any 30-minute period hours, and there is no agreement to that variation, the *Franchise Customer* shall:

- install reactive plant to achieve operation within the above range; and
- pay *DistCo* for the *Supply* of the *Reactive Power* beyond the range.

6.3.5 Where half hour demand metering is provided, the *Power Factor* measuring periods must commence and end within two seconds of the hour and until two seconds of the half hour according to Australian Eastern Standard Time.

If half hour demand metering is not provided for billing purposes, *DistCo* shall use suitable *Power Factor* measuring and recording devices which will average *Power Factor* over a 30 minute interval.

6.3.6 Where the *Franchise Customer* elects to install reactive plant within his *Electrical Installation*, *DistCo* may charge for the excess *Reactive Power* until the *Power Factor* is within the defined range.

6.3.7 If the *Power Factor* falls outside the limits the *Franchise Customer* shall, on receipt of written notice from *DistCo*, undertake works to an agreed specified timetable, that restore the correct level. If the *Power Factor* remains outside the limits, *DistCo* reserves the right, in its discretion, to require the *Franchise Customer* to pay a regular charge for the provision of the *Supply* of *Reactive Power* above the *Power Factor* limits.

DistCo's costs shall consist of a sum which *DistCo* reasonably determines from time to time for all the

Reactive Power by which the *Franchise Customer's Load* is in excess of the *Reactive Power* required, had the *Franchise Customer's Load* been taken as specified in this clause. *DistCo* may disconnect *Supply* from the *Franchise Customer's Premises* to protect the *System* and the interests of other *Franchise Customers*. Such a circumstance shall be deemed to be a health and safety reason under clause 3.4(b).

6.4 Limits of Television and Radio Interference

6.4.1 The *Franchise Customer* shall ensure that any interference to television and radio signals caused by the *Franchise Customer's Electrical installation*, including any appliances used in connection therewith, shall be less than the interference limits set out in *Australian Standard AS2344-1980*.

6.4.2 *DistCo* shall ensure that its assets meet *AS2344-1980*.

6.4.3 (a) If the *Franchise Customer's Electrical installation* causes interference in excess of the interference limits required by clause 6.4.1, *DistCo* may require the *Franchise Customer* to take such action as is reasonably required to reduce that interference to below that limit.

(b) If the *Franchise Customer* fails to comply with this requirement, *DistCo* may take such action as is reasonably required to reduce the interference to below the interference limit required by clause 6.4.1, and the *Franchise Customer* shall compensate *DistCo* for the costs so incurred. *DistCo* shall allow a reasonable time for the *Franchise Customer* to take the action required by under clause 6.4.3(a).

6.4.4 *DistCo* shall reduce any interference produced by any of its assets so that those assets meet the standards set out in 6.4.2.

6.5 Load Balance

6.5.1 (a) The *Franchise Customer* shall ensure that the magnitude of the sum of the currents in each phase of the *Supply* does not deviate from the magnitude of the average phase current by more than 1%.

(b) The *Franchise Customer* shall ensure that the sum of the *Active Power* in each phase of the *Supply* does not deviate from the average phase power by more than 1%.

(c) The *Franchise Customer* shall ensure that the sum of the *Reactive Power* in each phase of the *Supply* does not deviate from the average phase *Reactive Power* by more than 1%.

(d) Any imbalance in current, *Active Power* or *Reactive Power* arising as a result of switching or other operations carried out by the *Franchise Customer* which lasts less than 2 minutes shall be deemed not to be in contravention of clauses 6.5.1, 6.5.2 or 6.5.3.

6.6 Inspection and Testing

DistCo may inspect and test the *Franchise Customer's Electrical installation* for the purposes of determining whether any provision of this clause 6 has been complied with. *DistCo* may also disconnect the *Supply* to the *Franchise Customer's Premises* in connection with such connection and testing, and such a disconnection shall be deemed to be a health and safety reason under clause 3.4(b).

6.7 Time Clocks

The reading on any clocks belonging to *DistCo* which are maintained for the purposes of measuring time or of determining off-peak hours or time-of-use periods, of *Supply* at the *Franchised Customer's Premises* shall be prima facie evidence as to those times.

7. SUPPLEMENTARY CONDITIONS FOR
FRANCHISE CUSTOMERS TAKING A SUPPLY
UNDER TARIFF L AND TARIFF H

7.1 Initial Selection of Tariff L and H

- (a) *Franchise Customer's* not previously supplied under a *Contract Demand Tariff*.

If a *Franchise Customer* requests a supply under *Tariffs L* or *H* (which are *Contract Demand Tariffs*), an initial level of *Contract Demand* shall be established by agreement between the *Franchise Customer* and *DistCo* as set out below.

During the third month of *Supply*, the *Franchise Customer* and *DistCo* shall negotiate a *Contract Demand* to apply for the following twelve months having regard to:

- (i) the *Minimum Chargeable Demand* quoted under the relevant *Tariff*; or
- (ii) the actual metered maximum demand in each of the three months.

- (b) *Franchise Customers* previously supplied under a *demand Tariff*.

On application from a *Franchise Customer* requesting a change of *Tariff* from the *Franchise Customer's* current *demand Tariff* to *Tariff L* or *H* the record of metered demand for the preceding year shall be examined. The *Contract Demand* shall be the higher of:

- (i) the maximum recorded demand that occurred in the preceding twelve month period; and
- (ii) the *Minimum Chargeable Demand*.

Where (i) is the higher and:

- (I) the *Franchise Customer* satisfies *DistCo* that the maximum demand was due to an unusual condition that is unlikely to recur then the *Contract Demand* shall be set at the next highest recorded demand for the preceding twelve month period; or
- (II) there is consistently lower than average demand recorded over the last three months (or longer) of the preceding twelve month period and the *Franchise Customer* can show that the demand

reduction was due to the installation or implementation of a demand management system then the *Contract Demand* shall be set at the highest recorded demand in the final three month period.

7.2 Amount of Supply

- 7.2.1 *DistCo* shall make the *Amount of Supply* available at the *Premises*.

- 7.2.2 Should the total *Load* of the *Franchise Customer's* *Electrical installation* measured over a demand period approach close to the *Amount of Supply*, the *Franchise Customer* shall limit the *Load* to that level until *DistCo* notifies the *Franchise Customer* in writing that a higher *Amount of Supply* is available to the *Franchise Customer* at the *Premises*.

- 7.2.3 The *Franchise Customer* shall notify *DistCo* in writing of future *Supply* requirements from time to time and provide an adequate period of notice to enable variations in those requirements to be met expeditiously. The *Franchise Customer* may be required to pay *DistCo's* reasonable costs to provide an additional amount of *Supply* above the previous *Amount of Supply*.

7.3 Future Supply

If *DistCo* is unable to continue to provide *Supply* from existing sources, or an increased rate of *Supply* is required, *DistCo* may reasonably require as a condition of *Supply* that the *Franchise Customer* allows *DistCo* to install and maintain a sub-station or any other works deemed necessary by *DistCo* on the *Premises*.

7.4 Changes to Contract Demand

- (a) *Increases in Contract Demand*.

- (i) Where a *Franchise Customer* requires an increase in *Contract Demand*, a written request shall be made to *DistCo*. The increased level of *Contract Demand* shall apply from the requested date or as near as possible thereafter, subject to any required work being completed by *DistCo*.
- (ii) Temporary increases in *Contract Demand* may be made available by *DistCo* to the *Franchise Customer* to cover specific, short-term needs, such as for the commissioning of new plant, subject to:

- (A) a minimum of one month's written notice from the *Franchise Customer*; and
- (B) prior agreement from *DistCo* (which agreement will be conditional upon the necessary capacity being available in *DistCo's System*).
- (b) **Temporary increases in Contract Demand.**
- Temporary increases will:
- (i) be defined in terms of "additional demand" for a specific period;
 - (ii) apply for one full billing period, except in the case of plant commissioning in which case the duration of the temporary increase may be extended for the duration of the commissioning;
 - (iii) be charged at the standard *Contract Demand* price; and
 - (iv) be limited to one occurrence in any twelve month period.
- (c) **Reduction in Contract Demand.**
- (i) Where a *Franchise customer* wishes to seek a reduction in *Contract Demand*, the *Franchise Customer* must give twelve months written notice of this desire. If *DistCo* agrees to reduce the *Contract Demand* to any level down to the level sought by the *Franchise Customer*, *DistCo* shall notify the *Franchise Customer* in writing within the twelve months of a new *Contract Demand* and which *Contract Demand* shall be applied from the reading date following the reading date that falls at the end of that twelve month written notice.
- However, following installation by the *Franchise Customer* of *Load management* equipment approved by agreement between the *Franchise Customer* and *DistCo* or the implementation of a demand management initiative approved by agreement between the *Franchise Customer* and *DistCo*, the twelve month notice period may be reduced at the discretion of *DistCo*.
- (ii) If, in the twelve months following any reduction in *Contract Demand*, the reduced *Contract Demand* is exceeded, the demand so recorded shall become the *Contract Demand* applicable from the time of the reduction and retrospective demand charges shall apply. This shall not apply to temporary increases in demand negotiated under clause 7.4(b)(ii).
- (d) **Changes following Contract Demand being exceeded.**
- In the event that the metered maximum demand in a month exceeds the *Contract Demand*:
- (i) A new *Contract Demand* shall be established equal to the metered demand in that month.
 - (ii) The New *Contract Demand* shall apply for at least twelve months unless an exemption is obtained under clause (iii) below.
 - (iii) If it is a fault on the *Franchise Customer's Electrical installation* which causes a new *Contract Demand* to be established, the *Contract Demand* may, in the discretion of *DistCo*, be reduced back to the previous level after three months, provided:
 - (A) a written application for such a reduction is received from the *Franchise Customer* within thirty days of billing following the fault; and
 - (B) *DistCo* is satisfied that:
 - (I) the fault has been diagnosed; and
 - (II) action has been taken to avoid a recurrence of that or similar faults.
 - (iv) Where the capacity of *DistCo's System* is inadequate to make *Supply* available at a higher rate on a continuous basis, the *Franchise Customer* shall be advised that the new *Contract Demand* will apply only for the month in which it was established, pending augmentation of *DistCo's System* and renegotiation of a revised *Contract Demand*. The

maximum demand thereafter shall be limited to the available capacity, as determined by *DistCo*, by suitable load limiting equipment installed by the *Franchise Customer* to the satisfaction of *DistCo*.

7.5 Multiple Supplies

Where *DistCo* provides *Multiple Supplies*, including alternative *Supplies* to a *Premises*, each *Supply* shall be separately metered and billed under the *Tariff* selected by the *Franchise Customer* for each *Supply*. However, where such *Multiple Supplies* are taken from and metered at a single *Point of Supply* substation, switch, metering or other single enclosure containing *Supply* terminations, such *Multiple Supplies* shall be treated as a single *Supply* for *Tariff* and billing purposes. In these circumstances, if the *Franchise Customer* wishes to combine the metering to gain the benefits of a *Contract Demand*, all *DistCo* costs in excess of those for a single *Supply* shall be paid by the *Franchise Customer*, and in particular costs associated with:

- (i) additional metering equipment;
- (ii) capital costs of any feeder capacity reserved in excess of the *Contract Demand*; and
- (iii) the operating and maintenance costs associated with such reserve feeder capacity.

7.6 Standard Time

Periods for pricing shall be Australian Eastern Standard Time without adjustment for Australian Eastern Daylight Saving Time. However, if suitable metering is available *DistCo* may agree to adjust the times of commencement and conclusion of peak period and off-peak periods to Summer Time and back to Standard Time each year, subject to the *Franchise Customer* paying *DistCo*'s costs.

7.7 Pricing of Supply to the Franchise Customer

Pricing of electricity *Supplied* to a *Franchise Customer*'s *Premises* shall be in accordance with the *Schedule of Electricity Prices*.

Pricing of electricity *Supplied* to a *Franchise Customer*'s *Premises* which includes parallel generation plant shall be in accordance with the *Schedule of Electricity Prices*.

7.8 Standby Capacity in Supply to the Franchise Customer

Where a *Franchise Customer*'s installation includes parallel generation plant, the *Contract Demand* negotiated for *Supply* to the *Franchise Customer* may include additional capacity to cover that part of the *Franchise Customer*'s *Load* which is normally supplied by the *Franchise Customer*'s generation plant. This standby component shall be paid at the same prices as the normal *Load*.

8. DEFINITIONS

"**+120%**" means 1.2 times the relevant *Voltage* listed in column 1 of Table 2;

"**+150%**" means 1.5 times the relevant *Voltage* listed in column 1 of Table 2;

"**+180%**" means 1.8 times the relevant *Voltage* listed in column 1 of Table 2;

"**-100%**" means - 1 times the relevant *Voltage* listed in column 1 of Table 2, that is 0 Volts;

"**Accumulated Information**" means information relating to the *Supply*, or payments for a *Supply*, to the *Franchise Customers* of *DistCo*, taken as a whole, and with no *Franchise Customer* specifically identified, and no information in relation to any *Franchise Customer* specifically disclosed;

"**Active Power**" means the rate at which electrical energy is *Supplied*;

"**Amount of Supply**" means the agreed rate of *Supply* or *Load* for the *Premises*, specified on an application or an agreement for a *Supply* of electricity under *Tariff L* or *Tariff H*, or as notified in writing by *DistCo* from time to time.

"**Australian Standard**" or "**AS**" means a standard published by the Standards Association of Australia;

"**Authority**" means any government or regulatory department, body, instrumentality, minister, agency or other authority;

"**Clearance**" means, in relation to any *Electric line*, the distance of any object from that *Electric line*;

"**Code**" means this code, as approved by the *Regulator*;

"**Contract Demand**" means an amount of demand set by agreement or past history which is made available by *DistCo* for use by a *Franchise Customer* and is the

basis for setting demand charges to be paid by the Franchise Customer to DistCo each billing period;

"DistCo" means either Eastern Energy Limited ACN 064 651 118, Citipower Ltd ACN 064 651 056, United Energy Ltd ACN 064 651 029, Solaris Power Ltd ACN 064 651 083 and Powercor Australia Ltd ACN 064 651 109.

"Distribution code" means a code prepared by a Distributor and approved by the Regulator relating to, among other things, connection to and use of that Distributor's Distribution System;

"Distribution licence" means a licence to distribute and Supply electricity granted under section 162 of the Electricity Act;

"Distribution System" means, in relation to a DistCo, a system of Electrical Lines (generally at nominal voltage levels of 66 kV or below) which that DistCo is licensed to use to distribute electricity for Supply under its Distribution Licence;

"Distributor" means a holder of a Distribution licence or a person who has been granted an exemption under section 160 of the Electricity Act;

"Electrical installation" means any electrical equipment that is fixed (or to be fixed) in, on, under or over a Franchise Customer's Premises, but does not include:

- (a) any electrical supply main or service line of a DistCo;
- (b) any electrical equipment:
 - (1) that is fixed (or to be fixed) in, on, under or over any premises owned or occupied by a DistCo; and
 - (2) that is not used:
 - (A) for the consumption of electricity on those premises; or
 - (B) solely for purposes incidental to that consumption;
- (c) any connections to a Franchise Customer's terminals for the purpose of providing Supply; or
- (d) any metering equipment owned by a DistCo;

"Electricity Act" means the Electricity Industry Act 1993;

"Electric Line" means a wire or wires or conductor or other means used for the purpose of transmitting or distributing electricity with any casting, coating, covering to, pipe, pole, post, frame, bracket or insulator enclosing, surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of transmitting or distributing electricity or electric currents;

"Franchise Customer" means a person, other than a Retailer, who buys or wishes to buy electricity and is either a natural person, or is a legal entity with capacity to enter into a legally binding agreement, and in relation to a single Premises a person who has a Load at the Premises which is less than the amount specified by the Governor-in-Council in an order by the Governor-in-Council made pursuant to section 92 of the Electricity Act;

"Franchise Customer Information" means any information relating to the Supply, or the payments for a Supply to a particular Franchise Customer;

"High Voltage" means any Voltage of over 1 kV and up to 132 kV;

"Impulse Voltage" means a withstand Voltage as described in AS1824.1-1985;

"Load" means the rate (expressed in watts) at which electrical energy is used;

"Low Voltage" means any Voltage over 32 V and up to 1000 V;

"Minimum Chargeable Demand" means the demand specified as the minimum chargeable demand under the Tariffs L and H in the Schedule of Electricity Prices;

"Multiple Supply" means that a Franchise Customer has a number of separate Points of Supply at the Premises;

"Point of Supply" in relation to an Electric line above or below the surface of land means:

- (a) in the case of an Electrical installation supplied by an underground line, the point at which that line crosses the boundary of the land or connection pit; and
- (b) in the case of an Electrical installation supplied by an overhead line, the first point of connection of that line on the land, being either:-

- (i) where the line is carried onto the land by one or more poles, the first pole on the land carrying that line;
- (ii) where the line is connected directly to Premises on the land, that connection to the Premises; or
- (iii) where it is not possible to determine a point of Supply in accordance with subparagraph (i) or (ii), the point at which the line crosses the boundary of the land -

unless the line is connected to DistCo equipment which are situated on an easement vested in DistCo which is on the land in which case the point of Supply shall be the point at which the Franchise Customer's line is connected to DistCo equipment or as agreed with the Franchise Customer;

"Policy Objectives" means the objectives set out in section 157 of the Electricity Act;

"Power Factor" means, for a 30 minute period:

$\frac{\text{MWh delivered in the 30 minute interval}}{\text{MVAh delivered in the 30 minute period}}$

where: MWh is the active energy delivered in the 30 minute interval, and MVAh is the "apparent energy" in the 30 minute interval;

and: MVAh is calculated by $\text{MVAh} = (\text{MWh}^2 + \text{MVArh}^2)^{1/2}$ where MVArh is the reactive energy delivered in the same 30 minute period;

"Premises" means any premises at which the usage of electricity is measured by a single meter;

"Reactive Energy" means the square root of the difference between the square of the Apparent Energy and the square of the energy measured over the same period;

"Reactive Power" means the rate at which Reactive Energy is Supplied;

"Refundable Advance" means an amount of money satisfactory to DistCo or other security or security arrangement satisfactory to DistCo required under clause 3.3(d)(i) or (ii) of this Code up to a maximum of an amount which represents, for Franchise Customers who are billed monthly, 1.5 times the estimated average bill for that Premises, and for

Franchise Customers who are billed quarterly, 2.5 times the estimated average bill for that Premises;

"Regulator" means the regulator appointed under the Electricity Act;

"Related Body Corporate" has the meaning given to that expression in Section 9 of the Corporations Law;

"Responsible Officer" means a person made responsible by Distco for a specific duty;

"Retailer" means a holder of a Retail Licence or a person who has been exempted from the requirement to obtain a Retail Licence under section 160 of the Electricity Act;

"Retail Licence" means a licence to sell electricity otherwise than through the market for wholesale trading in electricity operated and administered by Victorian Power Exchange granted under section 162 of the Electricity Act;

"Retail Tariff Metering Code" means the code dated 3 October 1994 which:

- (a) regulates the basis for installation for new metering equipment and the operation and maintenance of existing metering equipment and new metering equipment in connection with electrical installations of Franchise Customers;
- (b) establishes rights and obligations in respect of metered data; and
- (c) is certified by the Regulator;

"Schedule of Electricity Prices" means the schedule published by DistCo from time to time, as amended by DistCo;

"Service Rules" means the Service and Installation Rules dated June 1994 prepared by Electricity Services Victoria;

"Supply" means, in relation to electricity, the delivery of electricity and in relation to any other product or service, the provision of that product or service;

"System" means the network for the generation, transmission, distribution and Supply of electricity in Victoria operated as an integrated power system;

"Tariff" means a structure of prices applicable over periods of time as set out in the Schedule of Electricity Prices;

"Tree Clearing Code" means the Code of Practice for Tree Clearing prescribed under section 65 of the State Electricity Commission Act 1958, and prepared in accordance with section 64 of the State Electricity Commission Act 1958;

"Voltage" (other than *Impulse Voltage*) means the root mean square (RMS) of the phase to phase voltage;

"Wiring Rules" means the rules published from time to time by *Australian Standards* in respect of electrical installation - buildings, structures and premises (known as the SAA Wiring Rules) presently published as AS 3000 - 1991.

THE COMMON SEAL of)
THE OFFICE OF THE)
REGULATOR-GENERAL)
was affixed pursuant to)
the authority of the Office)
on 3 October 1994)

ROBIN C DAVEY
Regulator-General

SCHEDULE OF ELECTRICITY PRICES

For Eastern Energy Limited ACN 064 651 118, Citipower Ltd ACN 064 651 056,
United Energy Ltd ACN 064 651 029, Solaris Power Ltd ACN 064 651 083 and Powercor Australia Ltd ACN 064 651 109

1. RESIDENTIAL

1.1 Winner Tariff GH/GL

Energy Prices:

- Peak Periods (7 am to 11 pm
Monday to Friday)
All consumption 17.31 c/kWh
- Off-Peak Periods (All other times)
All consumption 3.74 c/kWh

1.2 Residential Tariffs GD and GR

First 1020 kWh/quarter	11.87 c/kWh
Balance	12.50 c/kWh

1.3 Off-Peak Load Managed Storage Water Heating Tariff Y6

All consumption	3.74 c/kWh
-----------------	------------

Supply under Tariff Y6 is available for 6 hours nightly for permanently wired storage water heaters of approved types meeting load management requirements.

1.4 Off-Peak Storage Water Heating Tariff Y8

(Available only to installations currently taking supply under this tariff)

All consumption	4.46 c/kWh
-----------------	------------

Supply under Tariff Y8 is available for 8 hours nightly for permanently wired storage water heaters of approved types.

1.5 Off-Peak Storage Space Heating Tariff J6

All consumption	3.74 c/kWh
-----------------	------------

Supply under Tariff J6 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types where supply is taken in conjunction with Tariff Y6.

1.6 Off-Peak Storage Space Heating Tariff J8

All consumption	4.46 c/kWh
-----------------	------------

Supply under Tariff J8 is available for 7 hours nightly plus 3 hours each afternoon for permanently wired

storage space heaters of approved types, where supply is taken in conjunction with Tariff Y8.

1.7 Off-Peak Storage Space Heating Tariff J

All consumption	4.46 c/kWh
-----------------	------------

Supply under Tariff J is available for 7 hours nightly plus 3 hours each afternoon for permanently wired storage space heaters of approved types, where supply is not taken in conjunction with a storage water heating Tariff.

1.8 Supply Charge

On each account rendered	\$33.93/quarter
--------------------------	-----------------

2. GENERAL PURPOSE LOW VOLTAGE

2.1 (a) General Purpose Tariff E

First 7000 kWh/month	18.77 c/kWh
Balance	14.28 c/kWh
Supply Charge - on each account rendered	\$14.60/month

(b) Tariff E1

(Available only to installations currently taking supply under this tariff).

Energy Prices:

- 7 am to 11 pm
 - First 5500 kWh/month 1.85 c/kWh
 - Balance 14.22 c/kWh
 - 11 pm to 7 am
 - All consumption 4.57 c/kWh
- | | |
|---|---------------|
| Supply Charge -
on each account rendered | \$14.60/month |
|---|---------------|

2.2 Commercial Residential Tariff G

(Available only to installations currently taking supply under this tariff)

First 5000 kWh/month	19.25 c/kWh
Balance	15.38 c/kWh
Supply Charge - on each account rendered	\$14.60/month

2.3 Metered Demand Tariff V

(Available only to installations currently taking supply under this tariff)

Energy Price	4.89 c/kWh
Demand Price	\$17.08/kW/month

The minimum chargeable demand is the higher of 100 kW or 60% of agreed demand.

2.4 Contract Demand Time-of-Use Tariff L

Energy Prices

- Peak Periods (7 am to 11 pm Monday to Friday)

All consumption	10.27 c/kWh
-----------------	-------------
 - Off-Peak Periods (All other times)

All consumption	2.11 c/kWh
-----------------	------------
- Demand Price \$3.40/kW/month
 Minimum chargeable demand 250 kW
 Supply Charge -
 on each account rendered \$319.46/month

2.5 General Purpose Time-of-Use Tariff D

Energy Prices

- Peak Periods (7 am to 11 pm Monday to Friday)

All consumption	18.97 c/kWh
-----------------	-------------
 - Off-Peak Periods (All other times)

All consumption	3.74 c/kWh
-----------------	------------
- Supply Charge -
 on each account rendered \$14.60/month

2.6 Resale Price

Price for reselling (applicable to premises such as caravan parks where the proprietor is authorised under the Electric Light and Power Act to charge customers for electricity actually used).

Maximum resale price where token or prepayment meters are installed: all energy 12.50 c/kWh

Resale price where kilowatt hour (kWh) meters are installed: as per Tariff GD/GR

3. COMMUNITY SERVICE

3.1 Community Service Tariff N

All consumption	14.40 c/kWh
Supply Charge - on each account rendered	\$14.60/month

3.2 Tariff N1

(Available only to installations currently taking supply under this tariff)

Energy Prices

- 7 am to 11 pm - All consumption 14.40 c/kWh
 - 11 pm to 7 am - All consumption 4.57 c/kWh
- Supply Charge -
 on each account rendered \$14.60/month

4. FARM

4.1 Farm Tariff B

Energy Prices:

First 690 kWh/quarter	19.85 c/kWh
Next 14310 kWh/quarter	18.33 c/kWh
Next 72000 kWh/quarter	15.33 c/kWh
Balance	14.22 c/kWh

Supply Charge -
 on each account rendered \$43.80/quarter

4.2 Tariff B1

(Available only to installations currently taking supply under this tariff).

Energy Prices:

- 7 am to 11 pm

First 690 kWh/quarter	19.85 c/kWh
Next 14310 kWh/quarter	18.33 c/kWh
Next 72000 kWh/quarter	15.33 c/kWh
Balance	14.22 c/kWh
 - 11 pm to 7 am - All consumption 4.57 c/kWh
- Supply Charge -
 on each account rendered \$43.80/quarter

5. GENERAL PURPOSE HIGH VOLTAGE

5.1 General Purpose Tariff E5

Available only to installations currently taking supply under high voltage Tariff E. Charges as for low voltage Tariff E1 apply except that energy charges only are reduced by 6%.

5.2 Contract Demand Time-of-Use Tariff H

	OPTION 1	OPTION 2	OPTION 3
Voltage levels (kV)	6.6/11/22	66	220 and above
Energy Prices (c/kWh)			
• Peak Periods (7 am to 11 pm Monday to Friday)	8.29	6.72	6.16
• Off-Peak Periods (All other times)	1.75	1.61	1.54
Demand Price (\$/kW/month)	3.43	4.38	4.45
Minimum Chargeable Demand (kW)	1000	10,000	40,000

6. PUBLIC LIGHTING

6.1 Lanterns on Current Offer

TYPE AND RATING OF LANTERN		ALL NIGHT \$ pa	24 HOUR DAILY \$ pa
Mercury	80W	79.56	--
Mercury	125W	104.40	--
Sodium	150W	149.04	329.04
Sodium	250W	178.56	417.24
Sodium	400W	276.12	--

6.2 Lanterns NOT on Current Offer (for existing installations only)

TYPE AND RATING OF LANTERN		ALL NIGHT \$ pa	SPECIAL ALL NIGHT \$ pa	24 HOUR DAILY \$ pa
Incandescent	100W	240.48	306.72	--
Incandescent	150W	293.76	--	--
Incandescent	200W	311.40	341.28	--
Incandescent	300W	366.84	--	--
Incandescent	500W	440.64	469.08	--
Incandescent	750W	539.28	--	--
Fluorescent	2x20W	90.00	105.12	144.00
Fluorescent	3x20W	106.92	--	182.88
Fluorescent	4x40W	253.08	--	--
Mercury	50W	86.04	--	--
Mercury	250W	257.04	--	--
Mercury	400W	307.44	--	--
Mercury	(excluding pole)	700W	460.44	500.04
	(including pole)	700W	557.28	--
Sodium	90W	208.08	--	307.08
Sodium	180W	270.72	--	--
Sodium (one lamp)	2x400W	392.04	--	--
Sodium (two lamps)	2x400W	544.68	--	--

7. MISCELLANEOUS CHARGES

7.1 Traffic Control Signals

Supply charge for each metered installation \$14.60 per month (if installation is not metered \$10.22 per month) plus energy charge of 8.15 c/kWh.

7.2 Security Lighting

Domestic and Commercial Residential "Light Sentry"
2 x 20W fluorescent or 50W mercury lamp \$34.08 per quarter (retained for existing installations only).

7.3 Commercial, Industrial and Farm "Watchman Light"

Initial charge per lamp \$180.00 plus the following charges per lamp:

TYPE AND RATING OF LAMP	CHARGE/MONTH (\$)
Mercury 125W	10.41
Mercury 250W	17.93
Mercury 400W	25.22
Sodium 150W	17.80
Sodium 250W	21.40
Sodium 400W	26.31

7.4 Telecom Telephone Cabinets

1 x 20W fluorescent, plus energy used by STD telephone (24 hour operation). Provision of unmetered energy only \$35.64 per cabinet per year.

7.5 Unmetered Supplies

	CHARGE (\$)
Less than 50 Watts/mth	17.04
Mobile X-Ray unit or equivalent/day	10.04
Identilite/sign/mth	59.72
Telecom Remote Customer Multiplexer/mth	34.12
Mobile radio network/mth	42.08
Remote weather stations/mth	16.04
Metrolite bus shelters -	
S1 Full advertising/mth	26.71
S2 Limited advertising/mth	19.42
S3 Vandal-proof no advertising/mth	16.72
Ice warning lamps/mth	15.93







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