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**STANDARD CUSTOMER SUPPLY  
AND SALE CONTRACT**

**PNG POWER LIMITED**  
**(CREDIT METER)**

**September 30<sup>th</sup> 2010**

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## Standard Customer Supply and Sale Contract

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

*These standard terms and conditions are published in accordance with section 24U of the Electricity Industry Act and will come into force on the \_\_\_\_ day of \_\_\_\_\_ 2010. When in force these standard terms and conditions will, by law, be binding on us and you. No document needs to be signed for these standard terms and conditions to be binding on us and you.*

### 1. The parties

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This contract is between:

PNG Power Ltd (company number 1-44680) (referred to in this contract as **we**, **our** or **us**);  
and

You, the customer (referred to in this contract as **you** or **your**).

### 2. Definitions

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

“**billing cycle**” means the period covered by each bill.

“**connection and supply services**” means:

- (a) either or both of the following:
  - (i) connecting your **supply point** to our electricity distribution network (whether through one or more **connection points**); or
  - (ii) increasing the maximum capacity of any existing connection between your **supply point** and our electricity distribution network; and
- (b) maintaining our electricity distribution network to ensure that electricity will flow through our network to your **supply point**.

“**business day**” means a day other than a Saturday or a Sunday or a public holiday.

“**connection point**” means each point at your **supply point** at which your **electrical installation** is connected to our electricity distribution network.

“**connector box**” means a box or receptacle for the housing of connections between an overhead or underground service main and any fixed wiring.

“**domestic customer**” has the meaning given to it in the **Regulatory Contract**.

“**Electricity Code**” means the Electricity Code made by the **Regulator** pursuant to section 40 of the *Independent Consumer and Competition Commission Act 2002*.

“**electrical installation**” has the meaning given to it in the *Electricity Industry Act*.

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“**Inspector**” means an Electricity Inspector appointed by us under section 32 of the *Electricity Industry Act*.

“**price list**” means our list of current tariffs and charges applying to you from time to time.

“**Regulator**” means the Independent Consumer and Competition Commission established under the *Independent Consumer and Competition Commission Act 2002*.

“**Regulatory Contract**” means the Electricity Regulatory Contract (if any) issued under section 34 or 35 of the *Independent Consumer and Competition Commission Act 2002* which applies to us.

“**security deposit**” means the deposit (either by cash, bank guarantee or any other form) that you may be required to give us.

“**supply point**” means:

- (a) where the electricity is supplied to you at a premises, those premises; and
- (b) where the electricity is supplied to you at a public lighting installation, that public lighting installation.

“**Wiring Rules**” means the Australian/New Zealand Wiring Rules for the Electrical Installations, Australian/New Zealand Standard 3000:2000, as approved from time to time by the Council of the Standards Australia and Council of Standards New Zealand.

### 3. Does this contract apply to you?

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This contract applies to you if your **supply point** is connected or becomes connected to our electricity distribution network, and you have not agreed to different terms and conditions with us.

### 4. Term of this contract

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#### 4.1 When does this contract start?

If your **supply point** is already connected to our electricity distribution network and this contract applies to you, this contract will start, in relation to your **supply point**, on the day this contract comes into force, as stated above.

Otherwise if this contract applies to you, this contract will start, in relation to your **supply point**, on the day your **supply point** is connected to our electricity distribution network.

#### 4.2 When does this contract end?

This contract will end:

- (a) on the day that you nominate that you want us to stop supplying and selling electricity to you in respect of your **supply point**, as long as you give us not less than 3 **business days** notice and comply with clause 18;
- (b) on the day we disconnect your **supply point** under clause 15; or
- (c) 30 days after we give you notice that we will no longer be supplying and selling electricity to you in respect of your **supply point**, provided we are not obliged by

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any licence we hold under the *Electricity Industry Act* to supply or sell electricity to you in respect of your **supply point**.

## 5. Scope of this contract

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### 5.1 Services covered by this contract

The services we will provide under this contract are:

- (a) the sale of electricity to you for use at your **supply point**;
- (b) **connection and supply services**; and
- (c) maintaining your connection to our electricity distribution network.

In return, you are required to pay the amount billed by us under clause 10, and perform your other obligations under this contract.

### 5.2 Service Standards

The **Regulatory Contract** may require us to pay to you a rebate in certain circumstances where:

- (a) we fail to achieve specified minimum reliability standards;
- (b) we do not give you the prescribed notice of a planned outage that affects your **supply point**, or
- (c) we do not connect your **supply point** to our electricity distribution network by the prescribed connection date.

We will separately provide you with information about your eligibility for any such rebates.

### 5.3 Quality and reliability of electricity supplied to your supply point

You should be aware that the quality and reliability of electricity supplied at your **supply point** may be affected by fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of your **supply point**;
- (b) whether your **supply point** is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network or electricity generating plant;
- (g) the design and technical limitations of our electricity distribution network or electricity generating plant; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions in the electricity supply may cause damage to your equipment or cause it to malfunction. We recommend that you

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give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions occur.

## 6. Our liability

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### 6.1 Exclusion of implied warranties and representations

Except to the extent that such a warranty or representation cannot be lawfully excluded, we give no warranty and we make no representation to you about the condition or suitability of the electricity supplied to you under this contract, or its quality, fitness or safety.

### 6.2 Not liable

We are not liable to you for any loss or damage you may suffer as a result of:

- (a) a delay in connecting your **supply point** to our electricity distribution network;
  - (b) a failure or interruption of supply of electricity to your **supply point**;
  - (c) an irregularity of voltage of the electricity supply; or
  - (d) a fault found in an **electrical installation** after inspection by us,
- other than as a result of our negligence or wilful act or default.

## 7. What you have to do to receive electricity

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### 7.1 Application

When you apply to us to supply **connection and supply services** in respect of your **supply point**, or to sell electricity to you for use at your **supply point**, we may require you to satisfy some pre-conditions which are set out in the **Electricity Code**. We will explain any pre-conditions that may apply to you when you make such an application.

An application for:

- (a) the supply or reconnection of electricity, and the sale of such electricity, must be in Form 1; and
- (b) the temporary supply of electricity, and the sale of such electricity, must be in Form 2 and must be accompanied by the temporary supply connection fee published in the **price list**.

### 7.2 Pre-conditions to connection

Our obligation to supply you with **connection and supply services** in respect of your **supply point** does not start until you satisfy us that your **supply point** and your connection to our electricity distribution network comply with the requirements set out in the **Electricity Code**.

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## 8. Extra equipment

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We may require you to install equipment (such as meters, service lines, sealing devices, maximum demand indicators, transformers or switch gear) to enable your **supply point** to be supplied with electricity safely and efficiently.

We may impose these requirements when you apply to be connected to our electricity distribution network or at any other time while you are connected. For example, the requirements might be designed to:

- (a) prevent or minimise adverse affects on the supply of electricity to others;
- (b) balance the load over the phases of your electricity supply;
- (c) help us locate and get to your metering equipment easily;
- (d) ensure that proper protective equipment is installed and used; or
- (e) ensure that proper safety standards are observed.

We may also decide where and how overhead and underground mains are connected to your **supply point**, as well as how many **connection points** will be needed and where they will be situated.

These requirements may be in addition to those imposed under the *Electricity Industry (Service and Installation) Regulation*.

## 9. Tariffs and charges

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### 9.1 What are our tariffs and charges?

Our current tariffs and charges for the electricity, **connection and supply services** and other services supplied to you under this contract are set out in the **price list**. Some of the tariffs and charges are regulated by law.

### 9.2 Which tariffs and charges apply to you?

Our **price list** explains the conditions that need to be satisfied for each particular tariff and charge.

The tariffs and other charges apply to you at your **supply point** are those set out in our **price list** from time to time.

In some cases you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

We may determine the maximum demand, and vary that maximum demand, for your **supply point** in accordance with the *Electricity Industry (Service and Installation) Regulation*.

### 9.3 Variations to tariffs and charges

We can vary the tariffs and charges that apply to you at your **supply point** in accordance with the **Regulatory Contract** and we will notify you of these changes. Where the **Regulatory Contract** does not apply, we may vary the tariffs and charges that apply to you at your **supply point** by giving you at least 30 days' prior notice.

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If the conditions applying to our tariffs and charges change so that our previous tariffs and charges no longer apply to you at your **supply point**, we can decide which tariffs and charges will apply.

#### **9.4 Switching tariffs**

You must tell us if your circumstances relating to your eligibility for a tariff or charge changes. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

Where we are satisfied that a different tariff or charge should apply at your **supply point** we may charge should apply to you at your **supply point** you that different tariff or charge. At least 7 days before applying a different tariff or charge we will give you written notice of our intention to do so.

#### **9.5 Changes to the tariff rates and charges during a billing cycle**

If a tariff rate or charge applying to you at your **supply point** changes during a **billing cycle**, your bill for that **billing cycle** will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.

#### **9.6 Changes to the tariff or charge type during a billing cycle**

If the type of tariff or charge applying to you at your **supply point** changes during a **billing cycle**, your bill for that **billing cycle** will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date until the end of the **billing cycle**.

#### **9.7 Pass through of taxes and costs**

Some of our tariffs and charges are regulated under the **Regulatory Contract**. In some cases we can pass through to you certain taxes and other costs in accordance with the **Regulatory Contract**. The effect of any such pass through will be shown on your bill or otherwise notified to you.

### **10. Billing**

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#### **10.1 When bills are sent out**

We will send a bill to you as soon as possible after the end of each **billing cycle**.

Bills in respect of electricity, **connection and supply services** and any other services supplied by us to you under this contract will be rendered quarterly, monthly or at such other times as we think appropriate. For these purposes:

- (a) a quarterly bill will be rendered at intervals as near to 3 months as is practicable, but in any case not more than 4 times in any year; and

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- (b) a monthly bill will be rendered at intervals as near to 31 days as is practicable, but in any case not more than 12 times in any year.

## 10.2 Broken period bills

Where:

- (a) we render a bill covering a period that is less than a quarter or a month; and
- (b) the tariff applicable to the bill is a stepped tariff,

the allocation of units within the tariff will be in the proportion that the number of days in the broken period bears to the number of days in the quarter or month, as the case may be.

For the purposes of making this calculation, a quarter will be deemed to be 91 days and a month will be deemed to be 30 days.

## 10.3 Separate bills

Unless you otherwise agree, a separate bill will be rendered in respect of each **supply point**.

Unless we otherwise agree, you must not arrange two or more **supply points**, or permit two or more **supply points** to be arranged, in such a way that the supply of electricity at them is recorded on fewer meters than there are **supply points**.

## 10.4 Calculating the bill

We will calculate at the end of each **billing cycle**:

- (a) where the supply of electricity at your **supply point** is measured using a credit meter, the bill for electricity sold during that **billing cycle** using information obtained from reading that meter;
- (b) where the supply of electricity at your **supply point** is estimated in accordance with a procedure approved by the **Regulator**, the bill for electricity sold during that **billing cycle** using that approved estimation procedure; and
- (c) the amount for **connection and supply services** and any other services supplied by us to you under this contract during the **billing cycle**.

In order to facilitate the rendering of bills, other than a final bill, we may cause the figure recorded on a credit meter to be brought to account to the multiple of 10 or to the multiple of 100 nearest that figure in a bill.

If we are unable to read your credit meter for any reason (for example, if we are unable to gain access to the credit meter or the credit meter breaks down or is faulty), we can estimate how much electricity was used at your **supply point** by using other information (such as your previous bills or your electricity usage history). When we subsequently read your credit meter, the bill will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the reading of the credit meter.

## 10.5 How bills are issued

We must send a bill:

- (a) to you, at the address nominated by you; or

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- (b) to a person authorised in writing by you to act on your behalf, at the address specified by you.

## 10.6 Contents of a bill

The bill will be in a form and contain such information as is required by the **Electricity Code**.

## 11. Paying your bill

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### 11.1 What you have to pay

You must pay to us the amount shown on each bill:

- (a) in the case of a quarterly or monthly bill – within 14 days of its being sent; and
- (b) in the case of any other bill – within 7 days of its being sent.

### 11.2 How the bill is paid

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

### 11.3 Late payments

If you do not pay your bill on time, we may require you to pay our reasonable costs of recovering that amount from you. You may also be required to pay interest on the outstanding amount as set out on the bill.

This clause does not affect our right to disconnect your **supply point** under clause 15.

### 11.4 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options in accordance with the **Electricity Code**.

## 12. Meters and testing

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### 12.1 Access to meters

You must allow us safe and convenient access to your **supply point** for the purposes of reading any credit meter that is used to measure the supply of electricity at your **supply point**.

### 12.2 Intermediate meter reading

An application for an intermediate meter reading must be in Form 4 and must be accompanied by the intermediate meter reading fee published in the **price list**. We must undertake the intermediate meter reading within 48 hours of receipt of your application or such longer time as you agree with us.

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### 12.3 Testing of meters

An application for the testing of a meter must be in Form 5 and must be accompanied by the meter testing fee published in the **price list**. We must test the meter within a reasonable time of receipt of your application or such other time as you agree with us.

### 12.4 Errors in meters

If a meter tested under clause 12.3 shows an error of plus or minus 2% or more in the amount of electricity recorded, we must:

- (a) refund the meter testing fee to you; and
- (b) adjust the amount paid or payable by you in respect of electricity recorded by that meter as being used since the commencement of the period covered by the last bill rendered before the date of your application for the testing of the meter and the correction of the meter so as to account for that error.

### 12.5 Prepayment meters

We may:

- (a) at your request and cost; or
- (b) at our discretion and cost,

connect a prepayment meter to measure the supply of electricity at your **supply point**.

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## 13. Overcharging and undercharging

### 13.1 Undercharging

We may recover from you any amount you have been undercharged.

Where you have been undercharged as a result of our error, we can only recover the amount undercharged in the 12 months prior to the date of your last bill. You may ask us if you can pay this amount in instalments, in which case the instalments will be payable over the same period of time during which you were undercharged.

### 13.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the **Electricity Code** for repaying the money. Where the amount overcharged is K5 or less, and you have already paid that amount, the amount will be credited to your next bill. Where the amount overcharged is more than K5, and you have already paid that amount, we must promptly repay the amount to you or to another person, as directed by you.

### 13.3 Reviewing your bill

If you disagree with the amount you have been charged, you can ask us to review your bill. This review will be undertaken in accordance with the requirements of the **Electricity Code**.

If your bill is being reviewed, you are still required to pay the greater of:

- (a) the portion of the bill which you do not dispute; or

- 
- (b) an amount equal to the average of your bills in the last 12 months (excluding the bill disputed by you).

You must also pay any future bills.

## 14. Security deposits

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### 14.1 Payment of a security deposit

We may require you at any time, whether before or after the commencement of the supply of electricity to your **supply point**, to lodge with us, as security for the performance by you of your obligations under this contract, a **security deposit** for a sum not exceeding twice your forecast average bill for the period of the **billing cycle** applicable to your **supply point** (as determined by us).

### 14.2 Interest on security deposits

Where you have paid a **security deposit**, we are not required to pay you interest on the deposit.

### 14.3 Use of a security deposit

We may use your **security deposit** to offset any amount you owe to us under this contract:

- (a) if you fail to pay a bill and, as a result, we disconnect your **supply point**; or
- (b) in relation to a final bill (ie. the bill we issue when we stop supplying and selling electricity to you in respect of your **supply point**).

### 14.4 Retention of security deposit

We may retain your **security deposit** until you have been discharged from all of your obligations under this contract. We must return your **security deposit** to you when we are required to do so under the **Electricity Code** and in accordance with the requirements of the **Electricity Code**.

## 15. Disconnection of supply

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### 15.1 When can we disconnect your supply point?

Subject to us satisfying any applicable requirements in the **Electricity Code**, we can disconnect your **supply point** if:

- (a) you do not pay your bill by the last day for payment and, if you are a **domestic customer** in respect of that **supply point**, you refuse to agree to an instalment plan or payment option offered by us;
- (b) you fail to comply with the terms of an agreed instalment plan or payment option;
- (c) you use electricity illegally or breach clause 19.2; or
- (d) we are otherwise entitled or required to do so under the **Electricity Code** or by law (such as in the case of an emergency or for health and safety reasons).

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## 15.2 Compliance with Electricity Code

We must comply with any applicable provisions of the **Electricity Code** (such as giving you the required notices and warnings) before disconnecting your **supply point**. If the **Electricity Code** does not require special procedures to be followed before we disconnect your **supply point**, we may do so after giving you notice in writing.

## 15.3 At your request

You may request us to disconnect your **supply point**, provided you comply with clause 18.

## 16. Reconnection after disconnection

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If you request us to reconnect your **supply point**, and you pay to us all of our reconnection charges in advance, we will reconnect your **supply point**. We may refuse to reconnect your **supply point** if we are not required to reconnect your **supply point** under the **Electricity Code** (such as where the circumstances leading to disconnection have not been fixed).

## 17. Interruptions to supply

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### 17.1 Interruption

We may interrupt or limit the electricity supply to your **supply point** at any time for any of the following purposes:

- (a) inspecting, testing, repairing, adjusting, replacing or removing our equipment;
- (b) inspecting, testing, repairing or adjusting your equipment;
- (c) inspecting, testing, repairing or adjusting our electricity distribution network;
- (d) maintaining the safe and efficient operation of our electricity distribution network; or
- (e) dealing with an emergency.

### 17.2 Notice of interruption

Without derogating in any way from the **Regulatory Contract** or the **Electricity Code**, we must give you reasonable notice before interrupting or limiting the electricity supply to your **supply point** unless:

- (a) the interruption is for less than 15 minutes;
- (b) it is an emergency; or
- (c) you have otherwise agreed.

## 18. Cessation of supply or sale of electricity at your request

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### 18.1 Cessation of supply or sale

You must give us at least 3 **business days** notice of your intention to cease taking any supply of electricity, or to cease purchasing any electricity, from us in respect of your

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**supply point** in Form 3, together with a forwarding address for your final bill. When we receive the notice, we must read any credit meter that is used to measure the supply of electricity at your **supply point** on the date specified in your notice (or as soon as possible after that date if you do not give us access to that credit meter on that date) and send a final bill to you at the forwarding address stated in your notice. If you do not give us the required notice, or if you do not give us access to any credit meter, you will be responsible for all electricity used at the **supply point** and all services supplied to you under this contract:

- (a) until we become aware that you have ceased to take any supply of electricity, or ceased to purchase any electricity, from us in respect of your **supply point** and we read any credit meter that is used to measure the supply of electricity at your **supply point**, or
- (b) except to the extent someone else enters into a contract with us to have electricity supplied or to purchase electricity in respect of that **supply point**.

## 18.2 Liability

A discontinuance of supply or sale of electricity in respect of your **supply point** does not affect your liability to us for services provided under this contract before the time of discontinuance.

## 19. Responsibilities

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### 19.1 What you are responsible for

You are responsible for:

- (a) maintaining the **electrical installation** at your **supply point** in a safe condition;
- (b) ensuring that any changes to the **electrical installation** at your **supply point** are performed by a person lawfully permitted to do the work;
- (c) ensuring that any **electrical installation** at your **supply point** complies at all times with the *Electricity Industry (Service and Installation) Regulation*;
- (d) the protection of our equipment located at your **supply point**;
- (e) ensuring that any structures and vehicles are kept clear of our equipment; and
- (f) obtaining our consent before changing your electricity supply requirements where that change may affect our electricity distribution network or your connection.

### 19.2 What you must not do

You must not:

- (a) allow electricity supplied by us or purchased from us to be used other than at your **supply point** or in accordance with this contract, the **Electricity Code** or the **Wiring Rules**;
- (b) use at your **supply point** electricity supplied or purchased for use at another **supply point**;

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- (c) sell electricity supplied to your **supply point** to any other person except in accordance with a licence issued by the **Regulator**, or an exemption granted, under the *Electricity Industry Act*;
  - (d) tamper with, or permit tampering with, any meter that is used to measure the supply of electricity at your **supply point** or any associated equipment;
  - (e) allow electricity supplied to your **supply point** to bypass any meter that is used to measure the supply of electricity at your **supply point**;
  - (f) damage or (without our consent) interfere in any way with any of our equipment that is located at or near to your **supply point** (including any **connector box** and any associated conduits, cables, wires or connections) or with any **connection point**;
  - (g) without our consent, make a connection from your **supply point** to our electricity distribution network or increase the capacity of an existing **connection point**;
  - (h) allow a person who is not lawfully permitted to do the work to perform any work on any **electrical installation** at your **supply point**;
  - (i) use, or cause to be used, electricity supplied to your **supply point** in a manner that:
    - (i) interferes with our electricity distribution network;
    - (ii) interferes with the supply or quality of supply of electricity to others; or
    - (iii) causes damage or interference to any third party;
  - (j) give us false information about which tariffs and charges should apply to you in relation to electricity supplied by us or purchased from us in respect of your **supply point**;
  - (k) allow electricity supplied to your **supply point** under a specific tariff to be used for a purpose other than as contemplated by that tariff;
  - (l) change your electricity supply requirements at your **supply point** without our consent where there may be a potential effect on our electricity distribution network or your connection;
  - (m) unless you have notified us in Form 6, add to the number, wattage or power of any lamps, motors or other electrical apparatus used at your **supply point** where that addition would result in an increase of greater than 20% in the amount of electricity required to be supplied at your **supply point**, or
  - (n) remove or allow the removal of any apparatus from any credit meter that is used to measure the supply of electricity at your **supply point**.

### 19.3 Illegal use

If you have breached clause 19.2, we may, in accordance with the **Electricity Code**:

- (a) estimate the amount of electricity obtained by you in breach of clause 19.2 and bill you for any relevant amount (together with interest on that amount);

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- (b) recover from you our reasonable costs incurred in rectifying that breach and its consequences; and
  - (c) disconnect your **supply point** immediately.

## 20. Access to your supply point

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### 20.1 Access to electricity meters and equipment

You must ensure that our Inspectors have safe access to your **supply point** for any purpose relating to the connection, supply or sale of electricity, including:

- (a) reading electricity meters;
- (b) inspecting testing, repairing, adjusting, replacing or removing our equipment; and
- (c) inspecting, testing, repairing or adjusting your equipment.

### 20.2 Authority to be shown

You do not have to give access under clause 20.1 to someone who does not, when you ask, both identify himself or herself as one of our Inspectors and produce an identity card issued by us.

### 20.3 Notice of access

We must give you reasonable notice before accessing your **supply point** unless:

- (a) it is an emergency; or
- (b) an occupier at the **supply point** has agreed.

## 21. Information we need

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You must provide us with all information we reasonably require for the purposes of this contract. All information you provide must be correct. You must tell us if information you have provided to us changes (for example, if your address changes or if the purpose for which you are purchasing electricity changes). We have rights under the **Electricity Code** if information you provide is incorrect.

## 22. We can amend this contract

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We can amend our contract with you at any time in accordance with section 24U of the *Electricity Industry Act*, provided the amendments satisfy the requirements of the **Electricity Code** and any licences that we hold under the *Electricity Industry Act*.

The amendment must first be approved by the **Regulator** according to clause 3 of the **Electricity Code**.

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## **23. Notices**

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Unless this document or the *Electricity Code* provides otherwise, all notices must be sent in writing. We can send to you notices at the address of your *supply point* or the most recent address that we have for you.

## **24. Privacy and confidentiality**

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### **24.1 Privacy of information**

Subject to clause 24.2, we must keep information about you confidential.

### **24.2 Disclosure**

We may, however, disclose information about you:

- (a) if required by law to do so;
- (b) if we are permitted to do so by any licence that we hold under the *Electricity Industry Act*, or
- (c) where you give us written consent to do so.

## **25. Applicable law**

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The laws of Papua New Guinea govern this contract.

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## FORM 1

### APPLICATION FOR SUPPLY/RECONNECTION/SALE OF ELECTRICITY\*

TO: PNG POWER LTD

To establish you new account with us, simply complete and submit this form.

Please note

To avoid delays, please submit your request for connection at least 5 working days prior to moving into your new property. To ensure our company policy is complied with, when opening an account the customer is required to submit personal details including two forms of identification. Corporation must submit a list of Directors and a certificate of incorporation before an application can be accepted. No application will be accepted without proper identification.

The property is already connected? Y/N

You or someone at your premise is on/ requires life support equipment? Yes  No

*(If you tick yes, the credit meter will apply for you immediately)*

Would you like a credit meter or a prepayment meter installed? Credit Meter  Prepayment Meter

#### Contact details

Title: First name/ Company name: Middle name(s) : Surname:  
Occupation Contact person  
Employer Id No. Phone (daytime): Facsimile:  
Do you have a driver's license? Y/N Phone (after hours):  
Date of Birth Business type: IPA Reg. No.  
Passport No. : Citizenship: Billing method: Mail / Leave at premises / Email  
Email contact

#### Previous account

Have you previously held an account with another electricity undertaker? Y / N

If yes, please provide details:

Consumer No.: Section: Allotment:  
Suburb / City / Village: Province:

#### Property for connection

Section: Allotment: Suburb/City/Village: Province:  
Landmark:  
Description of supply point? *(if a house or flat, state number of rooms, if a factory, state nature of product):*  
Date supply required:

#### The landlord/agent is:

Name: Suburb: Phone:

#### Mailing Address

P.O. Box..... Post Office: Province:

I / We hereby apply for the supply /reconnection of electricity to the supply point described above and the sale to me / us of electricity for use at the supply point, in accordance with the standard terms and conditions applicable to me / us that are published under Section 24U of the Electricity Industry Act, and I / we agree to comply with those standard terms and conditions. Enclosed is six (6) copies of my latest bank statements.

#### OFFICE USE ONLY:

Applicant's Signature: Previous A/C Verified by:  
Witness's Signature: Application Status:  
Date of Application: Date connected:  
Connection Fee: Receipt No. : Connection Technician:  
Bond Fee: Receipt No. :

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For terms and conditions see overleaf

Original- Consumer

Duplicate- Centre, Triplicate- HQ

## FORM 2

### APPLICATION FOR TEMPORARY SUPPLY/SALE OF ELECTRICITY\*

TO: PNG POWER LTD

To establish your new account with us, simply complete and submit this form.

Please note

To avoid delays, please submit your request for connection at least 5 working days prior to moving into your new property. To ensure our company policy is complied with, when opening an account the customer is required to submit personal details including two forms of identification. Corporation must submit a list of Directors and a certificate of incorporation before an application can be accepted. No application will be accepted without proper identification.

The property is already connected? Y/N

You or someone at your premise is on/ requires life support equipment? Yes  No

(If you tick yes, the credit meter will apply for you immediately)

Would you like a credit meter or a prepayment meter installed? Credit Meter  Prepayment Meter

#### Contact details

Title: First name/ Company name: Middle name(s) : Surname:  
Occupation Contact person  
Employer Id No. Phone (daytime): Facsimile:  
Do you have a driver's license? Y/N Phone (after hours):  
Date of Birth Business type: IPA Reg. No.  
Passport No. : Citizenship: Billing method: Mail / Leave at premises / Email  
Email contact

#### Previous account

Have you previously held an account with another electricity undertaker? Y / N

If yes, please provide details:

Consumer No.: Section: Allotment:  
Suburb / City / Village: Province:

#### Property for connection

Section: Allotment: Suburb/City/Village: Province:  
Landmark:  
Description of supply point? (if a house or flat, state number of rooms, if a factory, state nature of product):  
Date supply required:

#### The landlord/agent is:

Name: Suburb: Phone:

#### Mailing Address

P.O. Box..... Post Office: Province:

I/We hereby apply for the temporary supply of electricity to the **supply point** described below, and the sale to me / us of electricity for use at that **supply point\***, in accordance with the standard terms and conditions applicable to me/us that are published under section 24U of the *Electricity Industry Act*, and I / we agree to comply with those standard terms and conditions. I/ We enclose the sum of K calculated in accordance with the **price list**. This application is deemed to constitute permission for the installation of temporary wiring for the purposes of rule 3.31.1 of the Wiring Rules.

#### OFFICE USE ONLY:

Applicant's Signature: Previous A/C Verified by:  
Witness's Signature: Application Status:  
Date of Application: Date connected:  
Connection Fee: Receipt No. : Connection Technician:  
Bond Fee: Receipt No. :

For terms and conditions see overleaf

Original- Consumer

Duplicate- Centre, Triplicate- HQ

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**FORM 3**

**NOTICE TO DISCONTINUE SUPPLY AND/OR SALE**

To: PNG Power Ltd

I, \_\_\_\_\_, of \_\_\_\_\_, require you to discontinue the supply\* and sale\* of electricity to the **supply point** described below on

*(not less than 3 **business days** notice to be given).*

Section:

Allotment:

Town:

Forwarding address for final bill:

Dated:

*(Signature of Witness)*

*(Signature of applicant)*

*(Postal address)*

\*Strike out whichever is inapplicable.

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**FORM 4**

**APPLICATION FOR INTERMEDIATE METER READING**

To: PNG Power Ltd

I, \_\_\_\_\_, of \_\_\_\_\_, request you to undertake an intermediate meter reading of the meter located at the **supply point** described below and I enclose the sum of K \_\_\_\_\_.

Section: \_\_\_\_\_ Allotment: \_\_\_\_\_

Town: \_\_\_\_\_

Date meter reading required: \_\_\_\_\_ *(not less than 48 hours notice to be given)*

Dated: \_\_\_\_\_

*(Signature of applicant)*

*(Postal address)*

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**FORM 5**  
**APPLICATION FOR TESTING OF METER**

To: PNG Power Ltd

I, \_\_\_\_\_, of \_\_\_\_\_, request you to test the meter connected to the **supply point** described below and I enclose the sum of K \_\_\_\_\_.

Section: \_\_\_\_\_ Allotment: \_\_\_\_\_

Town: \_\_\_\_\_

Dated: \_\_\_\_\_

*(Signature of applicant)*

*(Postal address)*

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**FORM 6**  
**NOTIFICATION OF ADDITIONS**

To: PNG Power Ltd

I, \_\_\_\_\_, of \_\_\_\_\_, give notice that the undermentioned additions have been made at the **supply point** described below.

Section: \_\_\_\_\_ Allotment: \_\_\_\_\_

Town: \_\_\_\_\_

Description of additions: \_\_\_\_\_

Dated: \_\_\_\_\_

*(Signature of person giving notice)*

*(Postal address)*