



Northern Territory of Australia

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Northern Territory of Australia

Territory Parks and Wildlife Conservation Act 1976

Notification of Report: Extension of Limmen Bight Marine Park

The Parks and Wildlife Commission of the Northern Territory, under section 14(2) and (3) of the *Territory Parks and Wildlife Conservation Act 1976*, gives notice that:

- (a) a report has been prepared in relation to the proposed extension of the Limmen Bight Marine Park in the Gulf of Carpentaria; and
- (b) the report proposes to extend the park's southern boundary from its current position intersecting a direct line from the mouth of Wuraliwuntya Creek, running adjacent to Lorella NT Portion 1333, to intersect a direct line at the mouth of Rosie Creek; and
- (c) the proposed extension comprises Territorial waters commencing from the mean low water mark and extending three nautical miles to the limit of the Territory waters, incorporating an additional 185km² into the marine park; and
- (d) The report may be viewed at <https://haveyoursay.nt.gov.au>; and
- (e) Interested persons are invited to make representations in connection with the report within 60 days after the date on which this notice is published in the *Gazette*; and

(f) Representations may be sent to:

Parks and Wildlife Commission of the Northern Territory
Park Development and Strategic Projects
PO Box 496
Palmerston NT 0831
Or
parkplanning@nt.gov.au

Northern Territory of Australia

Associations Act 2003

Notice of Intention to Dissolve Associations

I, Melanie Justine Hankinson, Delegate of the Director, pursuant to section 65(4)(c) of the *Associations Act 2003*, give notice that the associations specified in the Schedule will be dissolved after 3 months after the date of this notice unless cause to the contrary is shown.

Dated 9 February 2026

M. J. Hankinson
Delegate of Director

Note: Enquiries should be directed to Associations and Compliance, Department of Trade, Business and Asian Relations.

Phone: 1800 193 111 or email Associations.Compliance@nt.gov.au.

Schedule

01376C	Tourism East Arnhem Incorporated
IA3862	Alice Springs Sports and Recreation Club Incorporated
IA3701	May the Force NT Incorporated
IA3706	Rolling All Directions Incorporated
IA3711	Close Don Dale Now! Incorporated
IA3749	Remembering Cyclone Tracy Incorporated
IA3484	Burnout Association of Darwin Incorporated
IA3495	Top End Laser Sports Association Incorporated
IA3511	Northern Territory Sepaktakraw Association Incorporated
IA3520	Alice Miniature Train Club Incorporated
IA3524	CDU Weightlifting Academy Incorporated
IA3529	Jabiru Bushratz Junior Rugby Union Club Incorporated

IA3549	Australian Inter-Generational Digital Inclusion Association Incorporated
IA3560	NT Fishaholic's Club Incorporated
IA3561	Cross-Cultural Association for Women and Families Incorporated
IA3563	Northern Territory Underwater Hockey Commission Incorporated
IA3564	Australian Karate Federation Northern Territory Incorporated
IA3602	Northern Territory Ice Hockey Association Incorporated
IA3618	Darwin Futsal Club Incorporated
IA3627	Northern Territory Gel Blasters Association Incorporated
IA3655	Council of Australian Veterans (Darwin Branch) Incorporated
IA3667	Sanitary-aid Australia Inc.
IA3680	VPV Voluntary Association Incorporated
IA3716	Iberoamerican Cultural Association Incorporated

Northern Territory of Australia

Liquor Act 2019

Declaration of General Restricted Area

The Northern Territory Liquor Commission, pursuant to section 172(1) of the *Liquor Act 2019* (the **Act**) declares the area of land described in Schedule 1 to be a general restricted area in which liquor is prohibited without a permit pursuant to section 201(2) of the Act, for the period commencing upon the release of this notice and effective for a period of 99 years.

The prohibitions or restrictions in the general restricted area pursuant to section 172(3) of the Act are contained in Schedule 2.

R. GOLDFLAM
Chairperson
Northern Territory Liquor Commission

Dated 27 January 2026

Schedule 1

All that land identified as being within Lot 62 Town of Elliott as delineated on Approved Survey Plan S2023/082.

The boundaries of the subject General Restricted Area are declared in accordance with section 177 of the *Liquor Act 2019* (NT).

A certified plan of the subject General Restricted Area – Elliott South Camp Town Camp, namely S2023/082 may be inspected at the office of the Surveyor-General, Darwin, Northern Territory.

Schedule 2

With reference to decision LC2025/049 dated 23 January 2026, the prohibitions and restrictions imposed by the Northern Territory Liquor Commission in the declaration are:

- a) The Director of Liquor Licensing must consult with the Elliott Alcohol Management Group and have regard to the Elliott North Camp and Elliott South Camp Community Alcohol Management Plan approved by the community on 14 October 2025, and as may be varied from time to time when considering:
 - i) an application for a liquor permit;
 - ii) the conditions of a liquor permit, including the places at which, the quantities of and the types of liquor that may be possessed and consumed by the permit holder;
 - iii) suspension of a permit; or
 - iv) revocation of a permit.
- b) The Director of Liquor Licensing may on their own initiative, provided they have taken reasonable steps to consult with the Elliott Alcohol Management Group, suspend a liquor permit of a resident of the general restricted area for a period of up to six months with immediate effect.

Northern Territory of Australia

Liquor Act 2019

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The Northern Territory Liquor Commission, pursuant to section 172(1) of the *Liquor Act 2019* (the **Act**) declares the area of land described in Schedule 1 to be a general restricted area in which liquor is prohibited without a permit pursuant to section 201(2) of the Act, for the period commencing upon the release of this notice and effective for a period of 99 years.

The prohibitions or restrictions in the general restricted area pursuant to section 172(3) of the Act are contained in Schedule 2.

R. GOLDFLAM
Chairperson
Northern Territory Liquor Commission

Dated 27 January 2026

Schedule 1

All that land identified as being within NT Portion 3720 as delineated on Approved Survey Plan S2023/081.

The boundaries of the subject General Restricted Area are declared in accordance with section 177 of the *Liquor Act 2019* (NT).

A certified plan of the subject General Restricted Area – Elliott North Camp Town Camp, namely S2023/081 may be inspected at the office of the Surveyor-General, Darwin, Northern Territory.

Schedule 2

With reference to decision LC2025/049 dated 23 January 2026, the prohibitions and restrictions imposed by the Northern Territory Liquor Commission in the declaration are:

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 - iv) revocation of a permit.
- b) The Director of Liquor Licensing may on their own initiative, provided they have taken reasonable steps to consult with the Elliott Alcohol Management Group, suspend a liquor permit of a resident of the general restricted area for a period of up to six months with immediate effect.

Northern Territory of Australia

Electricity Reform Act 2000

Power Supply and Sales Agreement - Standard Terms for Government Customers

I, Edward Mallan, General Manager Regulation and Commercial, Power and Water Corporation, under section 91(2) of the *Electricity Reform Act 2000*, gives notice that the Standard Terms for Government Customers comes into force on 12 February 2026.

E. MALLAN
Power and Water Corporation

Dated 29 January 2026

Schedule

Power and Water Corporation

Power Supply and Sales Agreement

Standard Terms for Government Customers

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1. Parties

This contract is between:

- (a) Power and Water Corporation ABN 15 947 352 360 (in this contract referred to as "*we*", "*our*" or "*us*"); and
- (b) the Customer to whom this contract applies by virtue of clause 4 (in this contract referred to as "*you*" or "*your*").

2. Definitions and interpretation

Clause 20 of this contract sets out the defined terms for the purposes of this contract. Defined terms are italicised.

3. Subject Matter of This Contract

- (a) This contract sets out the terms and conditions for the ongoing *connection* of the *premises* to the *network* and *our* supply of electricity to the *premises*.
- (b) Subject to clause 4(c), this contract replaces any former agreement *we* may have had with *you* in relation to the *connection* of the *premises* to the *network*, and the sale and supply of electricity to *you* at the *premises* (other than an arrangement for establishing a new *connection* or altering an existing *connection*).
- (c) This contract does not permit *you* to export electricity into the *network*. If *you* wish to export electricity into the *network* *you* must enter into a separate arrangement with *us* to do so.

4. Does this Contract apply to You?

- (a) This contract applies to *you* if:
 - (i) *you* are a government entity; and
 - (ii) *your premises* is *connected* to our *network*.
- (b) This contract also applies to *you* if:
 - (i) *you* are a *government customer*, and
 - (ii) *you* make an application to *us* in accordance with Schedule 1 to *connect your premises* to our *network*.
- (c) Despite clause 4(a) and 4(b), this contract does not apply to *you* if *you* and *we* have signed another form of contract and agreed that contract will apply to the *premises*.
- (d) This contract applies to *you* automatically by virtue of section 91 of the *Electricity Reform Act 2000*. *You* do not need to sign this contract for it to be binding.

5. Term

5.1 Commencement

- (a) If *your premises* are *connected to our network* as at 12 February 2026, this contract commences to apply to *you* from that date.
- (b) If *your premises* are not *connected to our network* as at 12 February 2026, this contract commences to apply to *you* from that date *you* make an application to *us* under Schedule 1. The sale and supply of electricity to *your premises* will commence from the date *we* energise the *connection to your premises*.

5.2 When does this contract end?

This contract ends if one of the following occurs:

- (a) *we* enter into a different contract with *you*;
- (b) if *you* cease to operate or undertake any activity at *your premises*;
- (c) if a different customer starts receiving electricity supply at the *premises*, because *you* have sold the *premises* to them or transferred occupancy of the *premises* to them;
- (d) if *you* and *we* agree to end this contract;
- (e) *you* cease to be a *government customer*.

5.3 Revisions to this contract

- (a) *We* may revise the terms of this contract from time to time by publishing a new version of these terms in accordance with the *Electricity Reform Act 2000*.
- (b) If the *Electricity Reform Act 2000* ceases to provide a mechanism for *us* to put in place contractual terms by publishing those terms, then *we* may vary these terms by giving notice to *you*.

6. Scope of this contract

6.1 What is covered by this contract?

- (a) Under this contract *we* agree to provide *network access services* at the *premises* and supply and sell electricity to *you* for use at the *premises*.
- (b) *We* also agree to meet other obligations set out in this contract and to comply with the *electricity laws*.

6.2 Sale of Electricity

- (a) Subject to this contract, *we* will sell to *you*, and *you* must purchase from *us*, all electricity *you* require for the *premises*. *You* must not

purchase electricity for the *premises* from a third party while this contract is in effect without *our* prior written consent, which consent *we* will not unreasonably withhold or delay.

- (b) Clause 6.2(a) does not prohibit *you* consuming at the *premises* electricity generated by on-site generation located at the *premises*. However on-site generation may not be installed at the *premises* unless arrangements are in place with *us* either to ensure that generation cannot be exported to the *network* or under which *we* agree to accept the export of that generation.
- (c) Any on-site generation at the *premises* must comply with the technical and safety standards for on-site generation published on *our* website and any other reasonable requirements *we* notify to *you* from time to time (as determined having regard to the need to preserve the safety and integrity of the *network* and its ability to supply electricity to all customers connected to the *network*).
- (d) If *you* wish to export electricity into the *network* *you* must enter into a separate agreement with *us* setting out the terms upon which *you* are permitted to do so and the amount *we* will pay for such electricity. Unless such an agreement has been entered into between *you* and *us*, *you* must not export electricity into the *network*.

6.3 Title

Title to, and risk in, the electricity *we* sell to *you* passes to *you* at the *connection point*.

6.4 Maximum Demand

- (a) *We* may notify *you* of a maximum demand for the *premises* if *we* (acting reasonably) consider this is required to protect the *network* and the supply of electricity to other customers. *We* may, by notice to *you*, revise the maximum demand from time to time.
- (b) *You* must not exceed any *maximum demand* *we* notify to *you*.
- (c) *You* must reimburse *us* any costs *we* incur as a result of *you* exceeding the *maximum demand* (other than costs *we* would have avoided had *we* acted reasonably to mitigate *our* costs). *We* may include the costs *you* are required to reimburse *us* in any invoice issued under this contract.
- (d) If *you* exceed the *maximum demand* on more than one occasion *we* may, if *we* (acting reasonably) consider it required for the protection of the *network*, or to mitigate *our* exposure to additional material costs or liabilities, require *you* to install a limiting device at or downstream of the *connection point*.

6.5 Services and your *connection point*

- (a) *We* must provide, install and maintain equipment for the provision of *network access services* at the *premises* safely and in accordance with the *electricity laws*.
- (b) *Our* obligations extend up to the *connection point* where electricity is to be supplied to the *premises* and not beyond.

7. Your general obligations

7.1 Full information

You must give *us* any information *we* reasonably require for the purposes of this contract (including as required to enable *us* to exercise *our* rights or discharge *our* obligations under this contract) or required by *us* to discharge obligations *we* have at *law* or as otherwise required by *us* for the general management of the *network*. The information must be correct, and *you* must not mislead or deceive *us* in relation to any information provided to *us*. The information must be provided in the form and within the timeframe *we* reasonably request.

7.2 Updating information

You must promptly:

- (a) inform *us* of any change to *your* contact details (including if *you* change *your* name); and
- (b) inform *us* of any change that *you* are aware of that materially affects access to *your metering equipment* or to other equipment involved in providing *network access services* or an electricity supply at the *premises*; and
- (c) inform *us* of any proposed change that *you* are aware of in plant or equipment, including protection systems, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of electricity to the *premises* or the premises of any other person; and
- (d) inform *us* of any permanent material change to the electrical load or pattern of usage at the *premises*.

7.3 Your obligation to comply with electricity laws and our requirements

You must:

- (a) comply with the *electricity laws* relating to the provision of *network access services* and electricity *we* provide to the *premises* under this contract; and
- (b) comply with *our* service and installation rules; and

- (c) comply with *our* reasonable requirements determined having regard to *electricity laws* and *our* service and installation rules; and
- (d) comply with any other policies *we* notify to *you* that are of general application to customers serviced by the *network*; and
- (e) provide and maintain at the *premises* any facility *we* reasonably specify is required to enable *us* to provide *network access services* to the *premises* (or any facility *you* and *we* agree *you* will provide).

8. Obligations in relation to Equipment

8.1 Equipment Interface

Where *we* have installed electrical equipment on the *premises* then:

- (a) *we* are responsible for that electrical equipment; and
- (b) *you* are responsible for the integrity and safety of the surrounding environment for that electrical equipment (for example where *our* electrical equipment is located within *your* building *you* are responsible for ventilation, air conditioning, lighting and fire alarms).

8.2 Maintaining Your Equipment

- (a) *You* must ensure that *your electrical equipment* is operated and maintained:
 - (i) safely; and
 - (ii) in compliance with all applicable *electricity laws*; and
 - (iii) in a state such that it is fit for purpose and does not damage *our* equipment.
- (b) *You* must reimburse *us* any additional costs *we* reasonably incur (including costs of repairing and replacing *our* equipment) due to *your* failure to comply with clause 8.2(a).
- (c) *You* may subcontract the operation and maintenance of *your electrical equipment* to persons qualified by *electricity laws* to undertake such operation and maintenance. However, no such subcontracting relieves *you* of *your obligations* under this contract.

8.3 Testing

You must undertake such testing, and co-operate with *us* in undertaking testing, of the operation of equipment forming part of the protection systems relating to the *connection point* as is reasonably required by *us*.

8.4 Remedy of Non-Compliance

- (a) *You* must notify *us* as soon as is reasonably practicable if *you* become aware that *your electrical equipment* does not or may not comply with the requirements of this contract or that *you* have otherwise breached the provisions of this contract relating to operation, maintenance or use of that *electrical equipment*.
- (b) *We* may notify *you* if, in *our* reasonable opinion, the *electrical equipment* does not or may not comply with the requirements of this contract or that *you* have otherwise breached this *contract*.
- (c) If a notice is served under clause 8.4(a) or clause 8.4(b) *you* must undertake such testing, inspection and monitoring as required to determine whether *you* are complying with the requirements of this contract and where *you* are not so complying must undertake such remedial action as necessary to ensure *you* are complying with the requirements of this contract. This includes, without limitation, undertaking such testing, inspection, monitoring and other remedial action as reasonably required by *us*.
- (d) *You* must pay *our* charges, at the *standard rates*, for any time spent by *us* in undertaking or reviewing tests, inspections or monitoring or reviewing actions taken by *you* under clause 8.4(c).
- (e) If *you* fail to comply with clause 8.4(c) then, subject to *electricity laws*, *we* may (but are not obliged to) take such action as *we* (acting reasonably) consider required to address the non-compliance and its impact on the *network* and other customers. *You* must reimburse *us* the costs *we* reasonably incur in taking such action and pay *our* charges, at the *standard rates*, for any time spent by *us* in taking such action.

8.5 Limitations on Changes to the Electrical Equipment

- (a) *You* must not, without *our* written consent, make any change to *your electrical equipment* which may:
 - (i) pose a threat to the safety or integrity of the *network* or otherwise adversely impact upon the *network*;
 - (ii) adversely affect the quality, reliability, safety or metering of the supply of electricity to the *premises* or to the premises of any other customer;
 - (iii) result in a permanent material change to the electricity load or pattern of usage at the *premises*; or
 - (iv) adversely affect the operation of the *electrical equipment*.
- (b) *We* will consider any request for *our* consent under clause 8.5(a) in accordance with the requirements of *electricity laws* (and to the extent *electricity laws* do not regulate the matter, *we* will not

unreasonably without *our* consent). *We* may, subject to *electricity laws*, charge for *our* time for considering whether to grant that consent at the *standard rates*.

8.6 Emergencies

- (a) *You* acknowledge that in emergencies or other situations requiring urgent work, *we* may require access to the *premises* at any time, day or night.
- (b) Where there are any hazards or other threats to safety at the *premises*, *you* must ensure that *we* are fully notified of these and properly inducted in the procedures applicable at the *premises* to avoid and mitigate such hazards and other safety threats.

9. Asset Ownership and Accommodation

9.1 Ownership and Use

- (a) All assets installed by *us* at the *premises* are, and at all times remain, *our* property.
- (b) Assets installed by *us* at the *premises* may be used by *us* in connection with the supply of electricity or provision of services to other customers or other persons connected to the *network*.
- (c) *We* may from time to time maintain, alter or upgrade the assets installed by *us* at the *premises*.

9.2 Accommodation for our facilities

You must:

- (a) take all reasonable steps to protect any of *our* assets located at the *premises* and not interfere with those assets in any way; and
- (b) ensure vegetation is kept clear of *our* assets located at the *premises*; and
- (c) in accordance with the requirements of *electricity laws*, *our* service and installation rules and good industry practice, keep trees, buildings and other structures at the *premises* clear of any powerlines installed by *us* at the *premises*.

9.3 Work on infrastructure

- (a) Except in circumstances specifically agreed in writing with *us*, *you* must not undertake any work on or near *our* assets unless *you* comply with the procedures in this clause 9.3.
- (b) *You* must provide *us* notice of the proposed work in accordance with any reasonable requirements *we* may have advised from time to time and the requirements of *electricity laws* and, without limiting the foregoing, provide reasonable notice which gives *us*

sufficient time to isolate and make safe the relevant equipment and take any steps *we* are required to take by *electricity laws*.

- (c) *You* must not undertake the works until:
 - (i) *we* advise *you* *we* have isolated and made safe the relevant equipment; and
 - (ii) *you* comply with *our* reasonable preconditions to the undertaking of such work.
- (d) *You* must pay *our* charges for undertaking any steps *we* undertake under this clause 9.3 at the *standard rates*.

10. Wrongful and illegal use of electricity

You must not and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to the *premises*; or
- (b) interfere or allow interference with any of *our* equipment at the *premises*, except as may be permitted by *electricity laws*; or
- (c) use the electricity supplied to the *premises* or any *electrical equipment* at the *premises* in a manner that:
 - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (ii) causes damage or interference to any third party or property; or
- (d) use *network access services* provided by *us* in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any *metering equipment*.

11. Our liability

- (a) The quality and reliability of electricity supply is subject to a variety of factors that may be beyond *our* control, including accidents, emergencies, weather conditions, vandalism, system demand, generating system failure, the technical limitations of the *network* and the acts of other persons, including the directions of *government authorities*.
- (b) To the extent permitted by law (and, in particular, subject to *your* rights under the Australian Consumer Law) *we* give no condition, warranty or undertaking, and *we* make no representation to *you*, about the condition or suitability of the electricity supply, its quality, fitness for purpose or safety or the reliability of its supply, other than those set out in this contract or required to be given by *us* under the Australian Consumer Law.

- (c) Unless we have acted in bad faith or negligently, we are not, to the extent permitted by law, liable for any damage, loss or penalty *you* suffer as a result of:
- (i) the total or partial failure to supply electricity to the *premises*; or
 - (ii) the supply of electricity by an irregular or fluctuating voltage or because of a frequency deviation.

Nothing in this contract is to be taken as waiving any immunity we are entitled to under any law, including (without limitation) section 107 of the *Electricity Reform Act 2000*.

- (d) To the extent permitted by law we are not liable to *you* for any:
- (i) loss of profits or revenue; or
 - (ii) indirect, special or consequential losses,
- suffered by *you* (including where caused by *our* breach of this contract or negligence or by any other act or omission by *us*).

- (e) If this contract with *you* is a small business contract (as that term is defined in the *Competition and Consumer Act 2010*) then *you* are not liable to *us* for any:
- (i) loss of profits or revenue; or
 - (ii) indirect, special or consequential losses,
- suffered by *us* (including where caused by *your* breach of this contract or negligence or by any other act or omission by *you*).

- (f) If this contract with *you* is not a small business contract (as that term is defined in the *Competition and Consumer Act 2010*) then *our* liability to *you* for all acts, omissions and events under this contract occurring during a calendar year is limited to:
- (i) \$50,000 if *your* consumption of electricity during that year is less than 100 MWh; and
 - (ii) \$200,000 in any other case.

- (g) If this contract with *you* is a small business contract (as that term is defined in the *Competition and Consumer Act 2010*) then:
- (i) *our* liability to *you* for any act, omission or event is limited to \$50,000 if *your* consumption of electricity during the calendar year in which the event, act or omission occurs is less than 100 MWh:
 - (ii) *our* liability to *you* for any act, omission or event is limited to \$50,000 if *your* consumption of electricity during the

calendar year in which the event, act or omission occurs is equal to or more than 100 MWh:

- (iii) *your* liability to *us* for any act, omission or event is limited to \$200,000 if *your* consumption of electricity during the calendar year in which the event, act or omission occurs is less than 100 MWh:
- (iv) *your* liability to *us* for any act, omission or event is limited to \$200,000 if *your* consumption of electricity during the year in which the event, act or omission occurs is equal to or more than 30 MWh.
- (h) Nothing in clause 11(e) or 11(g) limits *your* obligation to pay any amount payable to *us* under any express provision of this contract (including charges).
- (i) Pursuant to section 64A of the Australian Consumer Law this clause, 11(i) and clause 11(j) apply in respect of the goods or services supplied under this contract which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, but this clause 11(i) and clause 11(j) will not apply if a party establishes that reliance on them would not be fair and reasonable. This clause 11(i) and clause 11(j) prevail over any inconsistent provisions in this contract.
- (j) *Our* liability for failure to comply with a guarantee under Division 1 of Part 3-2 of the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is limited to:
 - (i) in the case of goods, to any one of the following as determined by *us*:
 - A. the replacement of the goods or the supply of equivalent goods;
 - B. the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (ii) in the case of services, to any one of the following as determined by *us*:
 - A. the supplying of the services again;
 - B. the payment of the cost of having the services supplied again.

12. Metering

- (a) *We* will provide and maintain the *metering equipment*. *We* may change the *metering equipment* from time to time.
- (b) The quantity of electricity sold to *you* will be determined by the *metering equipment*.

- (c) If for any period the *metering equipment* is not working or is shown not to be reading within the measure of accuracy required by *our* metering manual, then *we* will, acting reasonably, determine the quantity of electricity sold to *you* during the relevant period having regard to any relevant information available to *us* (including *your* historical consumption during equivalent prior periods).
- (d) *You* may request *us* to test the *metering equipment*. *You* must pay *our* fee for conducting the test. *We* will (as relevant) waive or refund the testing fee if the test shows the *metering equipment* is defective.

13. Access to the premises

13.1 Your obligations

You must provide *us* and *our* authorised representatives (together with all necessary equipment) safe and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the *premises*, at any reasonable time to allow *us* to:

- (a) read, test, maintain, inspect or alter the *metering equipment* at the *premises* and calculate and measure electricity supplied to the *premises*; and
- (b) *connect* or *disconnect* the *premises*; and
- (c) inspect, make safe, operate, change, maintain, remove, repair or replace any of *our* equipment at the *premises*; and
- (d) examine or inspect any *electrical equipment* at the *premises*; and
- (e) take action to prevent or minimise an electrical hazard; and
- (f) investigate a suspected theft of electricity; and
- (g) undertake repairs, testing or maintenance of the *network*; and
- (h) clear vegetation from inside *your* boundary that may potentially interfere with the *network*; and
- (i) perform services requested by *you*; and
- (j) access any easements *of ours* that may be located on or near the *premises*.

13.2 Our obligations

If *we* or *our* representatives seek access to the *premises* under clause 13.1, *we* will:

- (a) comply with all relevant requirements under the *electricity laws*; and

- (b) carry or wear official identification; and
- (c) show the identification if requested.

14. Interruption to supply

14.1 Entitlement to Interrupt

We may *interrupt* the supply of electricity to the *premises* where:

- (a) permitted under *electricity laws*; or
- (b) there is a planned *interruption* under clause 14.2; or
- (c) there is an unplanned *interruption* under clause 14.3.

14.2 Planned interruptions (maintenance, repair, etc.)

- (a) We may make planned *interruptions* to the supply of *electricity* to the *premises* for the following purposes:
 - (i) for the maintenance, operations, repair or augmentation of the *network* (or any upstream facilities to which it is connected), including maintenance of *metering equipment*; or
 - (ii) for the installation of a new connection or a connection alteration to another customer.
- (b) If *your* electricity supply will be affected by a planned *interruption*, we will give *you* at least 2 *business days*' notice by any one of the following: mail, letterbox drop, press advertisement or any other appropriate means.
- (c) If a planned *interruption* occurs, we will use *our* best endeavours to restore electricity supply to the *premises* as soon as possible having regard to the time reasonably required to undertake the work necessitating the planned *interruption*.

14.3 Unplanned interruptions

- (a) Subject to *electricity laws*, we may *interrupt* the supply of electricity to the *premises* to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of electricity and also for the following reasons or in the following circumstances:
 - (i) where, in *our* opinion (formed reasonably) the *electrical equipment* or the *network* poses an immediate threat of injury or material damage to any person, property or the *network*; or
 - (ii) for health or safety reasons warranting an *interruption*; or

- (iii) there is an emergency warranting an *interruption*; or
 - (iv) as required by a *relevant authority* or *government authority*; or
 - (v) to shed demand for electricity because the total demand from the *network* at the relevant time exceeds the total supply available to the *network*; or
 - (vi) to restore supply to a customer.
- (b) If an unplanned *interruption* (including a temporary *disconnection*) is made, we will use *our* best endeavours to restore electricity supply to the *premises* as soon as possible.
- (c) We will make information about unplanned *interruptions* (including the nature of any emergency and, where reasonably possible, an estimate of when electricity supply will be restored) available on a 24 hour telephone information service.

14.4 Your right to information about interruptions

- (a) If *you* request *us* to do so, we will use *our* best endeavours to explain:
- (i) an *interruption* to the supply of electricity to the *premises*; or
 - (ii) a supply of electricity to the *premises* of a quality in breach of any relevant standards under the *electricity laws*.
- (b) If *you* request an explanation to be in writing, we must, within 10 *business days* of receiving the request, give *you* either:
- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

15. Charges and billing

- (a) We will notify *you* of the charges applicable for the electricity supplied to *your premises*. *Our* charges will be determined in accordance with *electricity laws* and may be a combination of fixed and variable charges.
- (b) Subject to clause 15(c), we may notify *you* not more frequently than once every 12 months of a revision to *your* charges.
- (c) We may update *your* charges more frequently than once every 12 months if there is a material change in *our* costs of selling

electricity to *you* or providing *network access services* due to a change in *electricity laws*.

- (d) We may issue *you* an invoice upon the end of each month setting out the charges and any other amounts payable by *you* in respect of that month.
- (e) An invoice issued to *you* for a *billing period* may include charges and other amounts relating to prior *billing periods* not previously invoiced to *you* or adjustments to amounts invoiced to *you* in prior *billing periods*. However *we* may not seek to recover any unbilled or uncharged amount from *you* more than 18 months after the amount was incurred by *you* under this contract (or such shorter period permitted by *electricity laws*).
- (f) *You* must pay all invoices issued by *us* in full, without deduction or set-off, by the date specified on the invoice (which date will be at least 14 days after the date of the invoice).
- (g) If *you* do not pay the amount of an invoice by the due date *you* must pay *us* interest at the *reference rate* for each day on and from the due date for the invoice until the date the amount is paid.
- (h) Unless and to the extent *our* charges are described to *you* as being expressed on a *GST* inclusive basis, *we* may also invoice *you* for any *GST* liability *we* incur in connection with any *supply* *we* make to *you*.

16. Disconnection of supply

16.1 When can we disconnect?

Subject to *us* satisfying any requirements in the *electricity laws*, *we* may *disconnect* the *premises* if:

- (a) *you* have failed to pay any charges or other amount by the due date for payment and *we* have provided at least 5 *business days* notice of that default to *you* (and notifying *you* that *we* may *disconnect* the *premises* if the default is not rectified) and *you* do not pay the outstanding amount within 5 *business days* of *your* receipt of that notice; or
- (b) *you* have breached any other provision of this contract and have not remedied that breach within a reasonable period notified to *you* by *us*; or
- (c) *we* (on a reasonable basis) consider *disconnection* is necessary to protect the safety or security of the *network* or other equipment connected to it; or
- (d) *you* use electricity supplied to the *premises* wrongfully or illegally in breach of clause 10; or

- (e) *you* prevent access to the *metering equipment* or any of *our* other equipment; or
- (f) *you* obstruct an *electricity officer* or an "Authorised Officer" appointed under the *Electricity Reform Act 2000*; or
- (g) *your electrical equipment* creates a hazard to the *network* or interferes with another *customer's* installation or appliances; or
- (h) illegal alterations have been made to *your connection*; or
- (i) *you* provide false information to *us* such that *you* would not have been entitled to be *connected* or supplied if *you* had not provided the false information; or
- (j) *you* do not provide and maintain space, equipment, facilities or anything else *you* must provide under the *electricity laws* or this contract in order for *us* to provide *network access services*; or
- (k) in an emergency or for health and safety reasons; or
- (l) if required to do so at the direction of a relevant *government authority*; or
- (m) if *we* are otherwise required or permitted by the electricity laws to *disconnect* the *premises*.

16.2 Notice and warning of disconnection

We may disconnect the *premises* under clause 16.1(e), 16.1(g), 16.1(i) or 16.1(j) only if:

- (a) *we* have given *you* notice in writing ("*disconnection* warning notice") that notifies *you* of the issue which may lead to *disconnection* and requires *you* to rectify that issue within the reasonable time specified in the notice and makes clear if not rectified within this time that *we* may *disconnect* the *premises*; and
- (b) *you* fail to rectify the issue that could lead to *disconnection* within the time period specified in such notice; and
- (c) in relation to safe and unhindered access only, *we* have used *our* best endeavours to contact *you* to arrange an appointment with *you* for access to the *premises* in addition to providing a *disconnection* warning notice.

However in the case of clause 16.1(g) *we* may proceed to immediately *disconnect* the *premises* if *we* consider (acting reasonably) this is required to protect the safety or security of the *network* or other equipment connected to it or otherwise prevent personal injury or property damage.

16.3 Our rights after disconnection

The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of *your* obligations to pay amounts to *us*.

16.4 Disconnection fee

If *we* arrive at the *premises* to perform a *disconnection* (after any cure period allowed to *you* to remedy the matter requiring *disconnection* has expired), but do not do so because *you* rectify the matter requiring *disconnection*, *you* will be liable to pay the relevant *disconnection* fee for *our* attendance at the *premises*. This clause 16.4 applies only where the *disconnection* is required due to *your* breach of this contract.

16.5 Life Support Equipment

Despite the proceeding provisions of this clause 16, if the *premises* is registered as having life support equipment (as defined in the Electricity Retail Supply Code) *we* will not *disconnect* the *premises* in circumstances where this would contravene life support procedures established by *us* in accordance with the Electricity Retail Supply Code.

16.6 Reconnection after disconnection

- (a) Where the *premises* were *disconnected* due to *your* failure to comply with this contract, *we* must arrange for *reconnection* of the *premises* if:
 - (i) *you* ask *us* to arrange for *reconnection* of the *premises*; and
 - (ii) *you* rectify the matter that led to the *disconnection*; and
 - (iii) *you* pay any *reconnection* charge imposed by *us* in respect of the reasonable costs of *reconnection*.
- (b) Where the *premises* were validly *disconnected* by *us* but in circumstances where the *disconnection* was not due to *your* failure to comply with this contract then *we* must *reconnect* the *premises* as soon as possible after the circumstances requiring *disconnection* have been remedied or cease to operate and without charge to *you*. *You* must ensure *we* have safe and unhindered access to the *premises* to undertake such *reconnection*.
- (c) If *we* *disconnect* the *premises* where *we* did not have a right to do so, *we* must *reconnect* the *premises* as soon as possible and without charge. *You* must ensure *we* have safe and unhindered access to the *premises* to undertake such *reconnection*.

17. Complaints

17.1 How to lodge a complaint

If *you* have a complaint relating to the supply of electricity to the *premises*, or this contract generally, *you* may lodge a complaint with *us* in accordance with *our* customer contact form.

Note: *our* customer contact form is published on *our* website.

17.2 Our commitment to handling complaints

If *you* make a written complaint, *we* will respond to *your* complaint within the required timeframes in *our* standard complaints and dispute resolution procedures and in accordance with the Electricity Retail Supply Code and inform *you*:

- (a) of the outcome of *your* complaint and the reasons for *our* decision; and
- (b) that if *you* are not satisfied with *our* response, *you* may have a right to refer the complaint to the Northern Territory Ombudsman.

18. Force Majeure

- (a) A party is not liable for failure to perform an obligation under this contract if that failure is caused by an event beyond its control and which by the exercise of all reasonable endeavours it was not able to prevent or overcome. However no party will be relieved by *force majeure* of any obligation to pay a sum of money under this contract.
- (b) If a party is affected by force majeure it must its reasonable endeavours to give the other party prompt notice of the force majeure, including detailed particulars of the event, an estimate of its likely duration, the extent to which the party's obligations are affected and the steps to be taken to overcome the event.

Where *we* are the affected party *we* make the information required to be provided under clause 18(b) by way of *our* social media page or by way of a telephone service.

19. General

19.1 Applicable law

The laws of the Northern Territory of Australia govern this contract.

19.2 Subcontracting

Some obligations placed on *us* under this contract may be carried out by another person. If an obligation is placed on *us* to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on *our* behalf; and
- (b) we are responsible for ensuring that person properly discharges that obligation.

19.3 Electricity Laws

- (a) Nothing in this contract derogates from any rights or powers we have under *electricity laws* (including right to interrupt or disconnect supply, rights to access premises, rights to access infrastructure and rights to clear vegetation).
- (b) To the extent of any inconsistency between the parties' rights and obligations in this contract and rights and obligations under *electricity laws*, the rights and obligations under *electricity laws* will prevail.
- (c) Clause 19.3(a) does not apply to a right or obligation where *electricity laws* permit that right or obligation to be varied by contract.

19.4 Interpretation

In this contract, the following rules of interpretation apply unless a contrary intention appears.

- (a) The singular includes the plural and vice versa.
- (b) A person includes an individual, body corporate, firm, partnership, joint venture, unincorporated body and *government authority*.
- (c) Where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning.

20. Definitions

In this contract, unless a contrary intention appears:

business day means a day other than a Saturday, a Sunday or a public holiday in Darwin;

connect means to form a physical link between the *premises* and the *network* so that electricity can flow between the *premises* and the *network* and a reference to *connection* is to that link and ***connection*** is a reference to that physical link;

disconnection and ***disconnect*** means an action to open the connection to the *premises* to prevent the flow of electricity to the *premises*;

electrical equipment means any equipment at the *premises* (not owned or operated by *us*) used by *you* to convey or control the electricity distributed within the *premises* or which equipment consumes the electricity supplied by *us* to the *premises*;

electricity laws means any laws which regulate the sale, supply, transportation or use of electricity in the Northern Territory, electrical equipment or electricity infrastructure (including networks, batteries and generating systems);

government authority means:

- (a) any government department;
- (b) any semi-governmental, administrative, fiscal, judicial or quasi-judicial body, commission, authority, court, tribunal, agency or entity; or
- (a) any statutory, public, municipal, local or other authority charged with the responsibility for administering any relevant legislation, regulation, ordinance or by-law;

government customer means each of the following:

- (a) the Northern Territory;
- (b) the Commonwealth of Australia;
- (c) any agency, instrumentality or corporation of the Northern Territory;
- (d) any agency or instrumentality of the Commonwealth of Australia,

but excluding an entity referred to in clause 5(2) of the Electricity Pricing Order published by the Treasurer of the Northern Territory on 25 June 2025 under the *Electricity Reform Act 2000*;

GST has the meaning set out in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

interrupt means to interrupt or curtail the supply of electricity from the *network* to the *premises* and **interruption** has a corresponding meaning;

metering equipment means the instrument installed at the *premises* to measure the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity;

network means the electricity network owned or operated by *us* to which the *premises* is *connected*;

network access services means the services of maintaining the *connection* between the *premises* and the *network* and supplying electricity from the *network* to the *premises*;

ombudsman means the Ombudsman of the Northern Territory, 12th Floor, NT House, 22 Mitchell Street, Darwin, Northern Territory 0800;

premises means the premises occupied by *you*;

reconnection and **reconnect** means to take action to bring a *disconnection* to an end so that electricity is again able to flow from the *network* to the *premises*;

reference rate means the Corporate Overdraft Reference Rate as published from time to time by the Commonwealth Bank of Australia or if that rate ceases to be published or cannot be determined, such reasonable substitute rate selected by *us*;

relevant authority means any person or body who has the power under law to direct *us*, including the Territory or Federal Police;

standard rates means for a type of work, activity or service *we* provide or undertake, *our* standard rate for that work, activity or service as determined by *us* (which determination must be made in accordance with the terms of any *electricity laws* applicable to that determination);

supply has the meaning set out in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Schedule 1 – New Connections

This Schedule applies if *you* do not have a *connection* to *our network* and wish to establish a *connection*. In such case *you* must make an application to *us* using the application form on *our* website. *We* will then respond to *you* setting out *our* proposal as to the terms upon which *we* will establish a *connection*. If *you* accept that proposal *we* will be required to establish, and *you* will be required to pay *our* charges for establishing, the *connection* in accordance with the terms of that proposal.

Our proposal must reflect the following principles:

1. apart from design work, *we* will not commence work until *you* have completed construction of the equipment on *your* side of the *connection point*;
2. once *we* are required to commence *our* work *we* will use *our* reasonable endeavours to complete that work within a reasonable time (or by such specific date as *you* and *we* may agree);
3. *you* must procure the grant to *us* of any easements *we* require for any infrastructure *we* install to supply *you*. The easements must on terms acceptable to *us* (having regard to *our* standard requirements for easements);
4. *you* must obtain any statutory approvals required to enable the *connection* to be undertaken (for example, planning approval, native vegetation clearance and environmental approvals). However if a particular approval can only, as a matter of law, be obtained by *us* *we* will obtain it. All approvals must on terms acceptable to *us* (having regard to *our* standard requirements for approvals);

5. *we* will, having regard amongst other things to the requirements of *your premises*, determine the appropriate location for *our* assets;
6. *you* must provide *us* safe and unhindered access to the sites on which *we* are required to undertake construction work;
7. *you* must provide to *us* all information *we* require to establish the *connection*;
8. *you* must comply with all safety and technical requirements set out in *electricity laws*, *our* service and installation rules or as otherwise advised by *us* to *you* to enable *us* to establish the *connection*;
9. *you* must pay *our* charges for undertaking the *connection* work. These will be built up by *us* from *our standard rates*;
10. *we* may require *you* to pay *us*, as a condition to *us* undertaking work, *our* best estimate of *our* charges. *We* will then once the *connection* is established and energised true this up against *our* actual charges and any necessary adjustment will be made between *you* and *us*.

Our proposal may contain terms dealing with other matters. The terms appropriate to *your connection* will depend on the size, location and configuration of that *connection*.

If *you* elect and *we* consider *you* have access to the technical expertise to do so, *we* will negotiate with *you* terms upon which *you* may construct the required electrical infrastructure on *our* side of the *connection point* and transfer ownership to *us*.

Gazette publication information

The Northern Territory Government *Gazette* is published by the Office of the Parliamentary Counsel.

The General *Gazette* is published fortnightly on a **Thursday**. The closing date for notices is at close of business on the Tuesday of the week of publication.

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