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Federal Republic of Nigeria
Official Gazette

No. 35 LAGOS - 30th June, 1969 Vol. 56

Government Notice No. 983

The following are published as Supplement to this Gazette:

Decree No. 32—National Insurance Corporation of Nigeria Decree 1969...
L.N. 39 of 1969—Ambrose Jubril Deportation Order 1969...

Government Notice No. 984

Electricity Corporation of Nigeria Act (Cap. 58)

NEW PUBLIC ELECTRICITY TARIFF

The Electricity Corporation of Nigeria hereby gives notice that pursuant to the provisions of section 31 (i) of the Electricity Corporation of Nigeria Act (Cap. 58) a new public electricity tariff which has been approved by the Federal Executive Council will become effective as from September 1969 billing. The New Tariff is detailed hereunder.

SCHEDULE A

SINGLE-PHASE SERVICE TARIFF

Availability of Service.—Applicable to all residential consumers and small commercial/industrial consumers who will normally be connected to the Corporation’s single-phase 230 Volt supply. Biggest induction motor or welding transformer acceptable is 3 H.P. or 3 KVA. A small commercial/industrial consumer whose load exceeds 5 KVA will not be connected to the Corporation’s single-phase supply.

Hours of Service.—24 hours.

Current, Phase and Voltage.—Alternating Current, 50 cycles/second, 230 V, single-phase,

Tariff per month:

<table>
<thead>
<tr>
<th>Area I</th>
<th>Area II</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Lagos, Jos, Enugu and Port Harcourt)</td>
<td>(All other Undertakings)</td>
</tr>
<tr>
<td>First 20 kwh or less (per apartment*)</td>
<td>20 0</td>
</tr>
<tr>
<td>Next 40 kwh at</td>
<td>0 4.5 per kwh</td>
</tr>
<tr>
<td>Next 40 kwh at</td>
<td>0 4.0 per kwh</td>
</tr>
<tr>
<td>Next 100 kwh at</td>
<td>0 3.0 per kwh</td>
</tr>
<tr>
<td>All over 200 kwh at</td>
<td>0 2.0 per kwh</td>
</tr>
<tr>
<td>20 0</td>
<td>0 5.5 per kwh</td>
</tr>
<tr>
<td>0 5.0 per kwh</td>
<td>0 4.0 per kwh</td>
</tr>
<tr>
<td>0 3.0 per kwh</td>
<td>0 3.0 per kwh</td>
</tr>
</tbody>
</table>

* “Apartment” refers to a self-contained house or flat or each floor of a multi-storeyed house. The Corporation will ordinarily provide a meter for each apartment.

Minimum Charge.—£1 per month.

Penalty Charge for Welding Apparatus.—All welding apparatus connected at consumers' premises will be billed for an additional charge of £1 per KVA in-put to the machine per month or part thereof unless the welding apparatus is connected through a motor generator set. If the consumer has installed capacitors for power factor improvement, the extra charge will be proportionately reduced according to the degree of correction.

(1039)
Contract Termination.—The Agreement can be terminated on giving three days written notice either by the consumer or by the Corporation.

SCHEDULE B

THREE-PHASE SERVICE TARIFF WITHOUT MAXIMUM DEMAND METERING

Availability of Service.—Applicable to small and medium commercial/industrial consumers who will normally be connected to the Corporation's three-phase 400-Volt supply.

Hours of Service.—24 Hours.

Current, Phase and Voltage.—Alternating Current, 50 cycles/second, 400-Volt, three-phase 3 or 4 wires as available.

Tariff per Month.—(Applicable in all Undertakings throughout the country).

Part (a): Power Demand Charge—

First 5 kVA of power demand (equivalent to approximate 1,500 kwh or less) ... No Charge

Next 5 kVA at ... 0 5 0 per 100VA or part thereof.

All Additional kVA at ... 1 5 0 per kVA

Part (b): Energy Charge

First 20 kwh or less ... 20 0

Next 180 kwh at ... 0 5.5 per kwh

Next 300 kwh at ... 0 5.0 per kwh

Next 2,000 kwh at ... 0 4.0 per kwh

All over 2,500 kwh at ... 0 3.0 per kwh

Determination of Demand Charge.—Demand charge shall be determined by the total installed electrical capacity in kVA connected at consumers' premises.

Minimum Charge.—The minimum charge shall be £1.

Penalty Charge for Welding Apparatus.—All welding apparatus connected at consumers' premises will be billed for an additional charge of £1 per kVA input to the machine per month or part thereof unless the welding apparatus is connected through a motor-generator set. If the consumer has installed capacitors for power factor improvement, the extra charge will be proportionately reduced according to the degree of power factor correction.

SCHEDULE C

THREE-PHASE SERVICE TARIFF WITH MAXIMUM DEMAND METERING

Availability of Service.—Applicable to medium and large commercial/industrial consumers who will normally be connected to the Corporation's three-phase medium or high voltage supply.

Hours of Service.—24 Hours.

Current, Phase and Voltage.—Alternating Current, 50 cycles/second, three-phase. The voltage may be 400 V; 3,300 V; 6,600 V; 11,000 V; 33,000 V; 66,000 V or 132,000 V.

Tariff per Month.—(Applicable in all Undertakings throughout the country).

Part (a): Power Demand Charge

First 75 kVA of Demand or less ... 75 0 0

All additional kVA of Demand at ... 1 0 0 per kVA

Part (b): Energy Charge

First 5,000 kwh at ... 0 0 4.0 per kwh

Next 5,000 kwh at ... 0 0 3.5 per kwh

Next 40,000 kwh at ... 0 0 3.0 per kwh

Next 100,000 kwh at ... 0 0 2.5 per kwh

Next 850,000 kwh at ... 0 0 2.0 per kwh

All over 1,000,000 kwh at ... 0 0 1.7 per kwh

Discount.—There is discount on electricity bills of consumers supplied at high voltages as shown in the following table:

<table>
<thead>
<tr>
<th>Supply Voltage</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,300 V; 6,600 V; 11,000 V</td>
<td>2 per cent</td>
</tr>
<tr>
<td>33,000 V; 66,000 V</td>
<td>3 per cent</td>
</tr>
<tr>
<td>132,000 V</td>
<td>5 per cent</td>
</tr>
</tbody>
</table>

Determination of Maximum Demand.—The Corporation shall install maximum demand meter in the consumer's premises. The consumer shall pay a Maximum Demand Metering Contribution for each metering set depending on the size of the meter required.

The Maximum Demand Meter will be read monthly at the scheduled meter reading date. The normal billing demand is the highest single reading of the demand meter established during the billing period.

Minimum Charge.—The minimum charge shall be £75 per month.
CAPITAL CONTRIBUTION AND MINIMUM ANNUAL REVENUE AGREEMENT

A Consumer whose power demand is such that the Corporation must build new or extend existing Power Stations or Transmission/Distribution facilities to meet such power demand, will be expected to either pay a Capital Contribution or guarantee the Corporation a Minimum Annual Revenue.

Contract Termination.—The Agreement can be terminated on giving one month written notice either by the consumer or by the Corporation.

STREET LIGHTING TARIFF

Availability of Service.—Applicable to Town Councils or City Councils desiring controlled night-time service for street lighting including the operation and maintenance of street lighting equipments.

Tariff per month:

<table>
<thead>
<tr>
<th>Tungsten Filament Lamps</th>
<th>Mercury Vapour Lamps</th>
<th>Sodium Lamps</th>
<th>Fluorescent Lamps</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 Watt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 hours 6 hours</td>
<td>12 hours 6 hours</td>
<td>12 hours 6 hours</td>
<td>12 hours 6 hours</td>
</tr>
<tr>
<td>per day</td>
<td>per day</td>
<td>per day</td>
<td>per day</td>
</tr>
<tr>
<td>11s-4d</td>
<td>8s-7d</td>
<td>9s-10d</td>
<td>11s-1d</td>
</tr>
<tr>
<td>13s-2d</td>
<td>21s-11d</td>
<td>28s-3d</td>
<td>31s-0d</td>
</tr>
</tbody>
</table>

Contract Termination.—The Agreement shall be terminated on giving at least one month written notice either by the consumer or by the Corporation.

NOTES ON CONDITIONS FOR GIVING SUPPLY

1. Voltage, Phase and Frequency of Supply.—There are three tariff schedules applicable to all consumers served by E.C.N., namely:

   1.1 Schedule A: Applicable to all residential and some small commercial and industrial consumers. All consumers served under Schedule A are supplied at 230 volt, single-phase and 50 cycles.

   1.2 Schedule B: Applicable to three-phase small and medium commercial/industrial consumers. All consumers served under Schedule B are supplied at 400-volt three-phase, and 50 cycles.

   1.3 Schedule C: Applicable to medium and large commercial and industrial consumers. All consumers under 500 KVA installed capacity are supplied at 400-volt, three-phase and 50 cycles. Consumers with installed capacity of 500 KVA and above are supplied at 3,300; 6,600; 11,000; 33,000; 66,000; or 132,000 volt; three-phase and 50 cycles.

2. Connection Fees.—Any new consumer served shall pay to the Corporation a connection fee of £1 which shall be in addition to any service charge or capital contribution which the Corporation might demand.

3. Payment for Electricity.—The Consumer's attention is drawn to section 41 of the Electricity Corporation of Nigeria Ordinance No. 15 of 1950 which reads as follows:

"Whenever any consumer of electricity supplied by the Corporation leaves the premises where such electricity has been supplied to him without paying the charges for electricity or meter rental due to him, the Corporation shall be entitled to recover from the next tenant the arrears left unpaid by the former tenant unless the incoming tenant has before consuming electricity given notice to the Corporation requiring the meter to be read, or notice of the date of commencement of his tenancy where no meter is supplied."

4. Discount.—There are discounts on electricity bills of consumers supplied at high voltages as shown in the following table:

<table>
<thead>
<tr>
<th>Supply Voltage</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,300 V; 6,600 V; 11,000 V</td>
<td>2 per cent</td>
</tr>
<tr>
<td>33,000 V; 66,000 V</td>
<td>3 per cent</td>
</tr>
<tr>
<td>132,000 V</td>
<td>5 per cent</td>
</tr>
</tbody>
</table>
5. Special Meter Reading Charge.—Where a consumer requests the Corporation to take a special meter reading outside the normal meter reading period, the consumer shall pay to the Corporation a fee of five shillings (5s).

6. Reconnection Fee after Disconnection for Non-Payment of Account.—Where an installation has been disconnected by reason of non-payment of account, the charge for reconnection will be as follows: —

- 10s where the outstanding amount is less than 30s.
- 20s where the outstanding amount is between 30s and 60s.
- 40s where the outstanding amount is above 60s.

7. Disconnection and Reconnection for Consumers Convenience.—There shall be no charge for disconnection and reconnection at consumer’s request either for remodelling of his house, or for re-inforcement and/or extension of his interior wiring, or for temporary non-occupancy. However, where such a reconnection involves shifting of the meter position, a reconnection fee of £1 will be payable by the consumer.

8. Disconnection of Service.—The Corporation reserves the right to discontinue its service for any of the following reasons:

- 8.1 For non-payment of bills provided the bill remains unpaid 14 days after the date of dispatch of the bill as shown on the bills.
- 8.2 For failure of the consumer to fulfil his contractual obligations for power supply service provided by the Corporation.
- 8.3 Without notice in the event of unauthorised use of electric service or tampering with Corporation equipment.
- 8.4 For failure of the consumer to provide and install corrective equipment reasonably necessary in the opinion of the Corporation to eliminate interference where the consumer’s use of electric service interferes with system voltage and/or stability and adversely affects other consumers.

9. Discontinuance of Supply.—Not less than three clear days notice in writing shall be given to the Corporation by the consumer before quitting the premises, and in default of such notice, the consumer shall be liable to the Corporation for all accounts until such notice is received or until the Corporation accepts an application for supply to the same installation from another consumer. The Corporation reserves the right to discontinue supply of electricity when other consumers are being connected or when the Corporation’s mains or apparatus are being tested or repaired, or in case of failure of supply through accident, fire, flood, tempest, break down of machinery or, any unavoidable cause.

10. Continuity of Service.—The Corporation shall as much as possible try to ensure that power supply is reliable and continuous but cannot guarantee 24-hour un-interrupted power supply service. The consumer is therefore advised to install suitable protective equipment if such occurrences might damage his apparatus connected to the Corporation’s supply.

11. Responsibility for Corporation’s Apparatus.—The consumer shall insure and keep insured against damage or destruction by fire and shall be solely responsible for the safe custody of the meter and other apparatus belonging to the Corporation installed at his premises, and shall not damage, alter, or remove the same, or obliterate or remove any such marks, words or numbers thereon, or permit any such damage, alteration, removal or obliteration. Without prejudice to the other provisions of these Conditions and Regulations the consumer shall make good any such damage or reimburse the Corporation to the extent of any loss the Corporation may sustain by reason of any breach of these Conditions and Regulations. The consumer shall forthwith give notice to the Corporation of any break-down, failure, loss, injury or damage of or to the meter, any apparatus belonging to the Corporation installed in his premises.

12. Access to Premises.—As a condition of taking power supply services, authorised employees of the Corporation shall have access to the consumer’s premises at all reasonable hours to install, inspect, read, repair or remove its meters and to install, operate and maintain the Corporation’s property and to inspect and determine the connected electrical load. In this respect, and authorised employee shall carry identification and shall display it upon request.

13. Non-Liability of Corporation.—The Corporation will not be liable for any loss or damage occasioned to any person or property, whether belonging to the consumer or not, arising out of any defects in or accident to the consumer or not, arising out of any defects in or accident to the wiring installation or by the use of the electricity supplied or any apparatus used in connection therewith whether or not such wiring installation or apparatus belongs to the Corporation or through any fault arising on the Corporation’s system or for any cause beyond their control.

14. Revision of Terms, Tariff, etc.—The Corporation may from time to time, on giving notice to the consumer in writing or by public notice amend or alter any of the above Conditions and Regulations of Supply or their scale of Charges and such amendments or alterations shall take effect as from the date specified in the said notice.