



Helping you with all you need to know: Distribution Customer Charter Large Business



1 October 2018

NETWORK

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What is the Customer Charter?

The Customer Charter is a formal document that sets out our commitment to our large customers.

It provides you with information about your electricity connection contract with Ergon Energy Corporation Limited (Ergon Energy). That is, information on our respective rights and obligations on a range of issues relating to the provision of customer connection and other services to you.

The Customer Charter is only a summary of these rights and obligations. They are explained more fully under applicable energy laws.

What do we do for you?

Ergon Energy is your electricity distributor. This means we own and operate the electricity poles and wires that supply your electricity.

We will remain your distributor unless you move to another distribution service area.

Any work that is required from your connection point to the poles and wires that supply electricity is the responsibility of Ergon Energy.

Any work from the point where cables are attached to your premises is your responsibility and should always be carried out by a licensed electrical contractor.

Do you have any questions?

For all enquiries relating to the physical connection and/or supply of electricity to your premises, please contact us. We're happy to help in any way we can. Our other contact details can be found on the back page of this Customer Charter booklet.

For all enquiries about the purchase of electricity and your electricity account, you will need to contact your electricity retailer.

Who is the Customer Charter for?

This Customer Charter is for large customers that Ergon Energy supplies electricity to under the Deemed AER Approved Standard Connection Contract for Large Customers.

A large customer is a customer who consumes more than 100MWh of electricity in a year.

Customers have the right to enter into a negotiated connection contract on different terms and conditions. However, we will provide connection services to you under the Deemed Standard Connection Contract unless we have entered into a negotiated connection contract with you for your premises.

Other useful information

A range of other useful information is available on our website or by request, including;

- a description of how to read a meter and check its reliability;
- information on electrical safety, including safety switches and vegetation control;
- information on your responsibility for any overhead or underground lines that are owned, or are to be owned, by you; and
- the prospect of voltage fluctuations (for example, power surges, spikes, blackouts and brownouts) and preventative measures you can take.

Our service promises to you

As part of our commitment to you, we've introduced a series of service standards and guarantees across our business.

Our service promises and guarantees are:

- 1 we'll put you, our customer, first;
- 2 quick and easy connections;
- 3 safer and more reliable electricity supply; and
- 4 listen to your feedback.

We'll put you, our customer, first

In doing so, we will:

- make it easy for you to contact us;
- be courteous, friendly, and professional;
- listen and respond to your needs and concerns;
- respect your privacy; and
- use plain language in all our communications with you.

Calling us

When you call us, we will:

- identify ourselves on answering your call; and
- aim to transfer you only once if your enquiry requires specialist attention; or
- arrange for the correct person to return your call within a certain time, or at a time convenient to you.

Writing to us

When you write, fax or email us, we will:

- acknowledge your correspondence;
- let you know who is dealing with your enquiry; and
- aim to respond to your enquiry within five business days.

Access for all

We will:

- ensure our public areas are accessible to people with disabilities;
- ensure our services are accessible to people with vision or hearing impairments; and
- provide free access to translation and interpreting services.

Quick and easy connections

If supply is available, and you (and/or your electrical contractor) have lodged all required paperwork and taken all necessary steps, electricity supply to your premises will be connected on the agreed date.

Should we need to construct new powerlines or infrastructure to connect your premises, we will work with you to set a date for the connection to be completed.

Safer and more reliable electricity supply

We're committed to providing a safe and reliable supply of electricity to your premises. However, it is not possible to promise a 100% reliable supply. Sometimes interruptions occur beyond our control, such as during storms or accidents.

What we can promise is to do everything in our power to ensure our equipment and people are best able to deal with these interruptions. And if the electricity does go out, we'll keep you informed while we work hard to restore the supply as quickly as possible.

If there is an unplanned interruption to your electricity supply, we promise to try and restore the supply as quickly as possible.

Planned maintenance and upgrades are an essential part of improving our electricity network. However, we will always try to minimise the impact of any interruptions on our customers.

Except in emergencies or where a shorter time is agreed by you, if we need to carry out work that requires us to interrupt your electricity supply, we'll notify you at least four business days in advance, by either mail, letterbox drop, newspaper, press advertisement or other appropriate means. The notice will advise the expected date, time and duration of the planned interruption.

Because we recognise the important role electricity plays in our everyday lives, we are determined to minimise the number of interruptions that affect you.

Power fluctuations are caused by a rapid increase in voltage and occur from time to time in all electricity supply systems. While power fluctuations cannot be predicted, you can take some precautions by having electricity protection devices installed.

If your equipment is damaged as a result of a power fluctuation that is within Ergon Energy's control, you can claim for compensation. We will then investigate to determine your eligibility. You can claim online; by phone; or in writing.

Our team will acknowledge and investigate your claim and aim to send you a written reply within 10 business days.

Rights and obligations

When will the power come back on? Call us to find out

To keep you informed of electricity supply interruptions, we have a 24-hour faults service. You can obtain information on the time and cause (if known) of the interruption, as well as the location and the estimated time when the supply of electricity will be restored. We update this information regularly as it is received from our field crews.

For long outages, such as in severe weather, progress reports will be broadcast on accessible local radio stations and other media where practicable.

Listening to your feedback

Your feedback is important to us as it helps us improve the way we serve you.

We will:

- strive to understand your views and priorities;
- review your feedback when making business decisions;
- keep you informed with up-to-date and accurate information about us and our services; and
- monitor our performance and service levels every year to ensure we are meeting your needs.

Resolving complaints quickly

If our service does not meet your expectations, please contact us so we can improve the way we serve you.

We will:

- record and track complaints, comments and compliments;
- ensure you are dealing with a staff member with the appropriate experience and authority to deal with your matter; and
- admit any mistakes we make and apologise if we make an error.

We will always try to resolve your complaint immediately. If that's not possible, we'll make every effort to resolve the matter within five business days.

If it takes us longer than this to address your concern, we'll always explain why and tell you when you can expect our response.

The contract between us

Ergon Energy will supply electricity to your premises in accordance with applicable energy laws and the terms and conditions of your Deemed Standard Connection Contract with us.

This includes providing, installing and maintaining equipment for the provision of customer connection services at your premises. Our obligations extend up to the supply point for delivering electricity from our network to your premises only.

Before we can start supplying you with electricity, your premises must be connected to our supply network. To do this, you will need to establish an electricity account with your retailer.

Our obligation to supply you with electricity may be subject to:

- your application for supply not being at a rate more than the maximum capacity of the connection to our supply network;
- complying with a requirement by us for a reasonable advance payment, a reasonable security or agreement for security, or a capital contribution towards our costs incurred, or to be incurred, in extending or increasing the capacity of our supply network to provide you with services;
- if your premises have been disconnected, that we are reasonably satisfied that the matter that caused the disconnection has been rectified;
- for supply to premises for which there is an existing agreement with us, that you agree to similar terms to those that apply for the balance of the term of the existing agreement;
- that you will provide and maintain space, equipment, access, facilities or anything else required;
- that you have a retail contract with a retailer for the provision of customer retail services to the premises; and
- applicable energy laws which may provide that an obligation does, or does not, apply.

When does the contract start?

The Deemed Standard Connection Contract applies without the need for you or us to actually sign a contract. Ergon Energy will supply electricity through our supply network to you at your premises under the terms and conditions of your Deemed Standard Connection Contract. Your Deemed Standard Connection Contract with us starts when we first provide you with customer connection services.

Subject to any requirements under applicable energy laws, we will provide the following customer connection services to you under your Deemed Standard Connection Contract:

- the connection of your premises to our supply network to allow us to supply electricity to your premises; and
- the supply of electricity from our supply network to your premises.

Unless you have a negotiated connection contract with Ergon Energy for your premises, your supply will be governed by the terms and conditions of the Deemed Standard Connection Contract.

What your contract does not cover

- the connection to our supply network of any generating plant you may have on your premises for the purpose of exporting electricity into our supply network. You will need to enter into a separate agreement with us if you intend to export electricity into our supply network;
- the provision of customer retail services to your premises. You will have a separate contract with your retailer that deals with the sale of electricity to your premises; and
- the arrangement for connecting your premises to our supply network where there is not currently a network available to your premises. In this situation, you may be required to pay us a capital contribution towards the establishment of the network.

Charges

Network and distribution non-network charges

You must pay us for the customer connection services we provide to you. These charges will be the amount determined by us for network charges and distribution non-network charges from time to time in accordance with all applicable regulatory instruments.

Network charges are our charges for:

- the distribution use of system charges for the use of our shared supply network; and
- any transmission use of system charges payable by us for the use of a transmission grid to which our supply network is connected.

Distribution non-network charges are the charges, approved by the Australian Energy Regulator, set out in our price list that:

- relate to a specific request by you or your retailer for us to do an activity or provide a service; or
- relate to a requirement under applicable energy laws, and do not include network charges.

Examples of distribution non-network charges are disconnection fees, reconnection fees, special meter read fees and meter test fees.

We will notify your retailer whenever there is a change in network charges or distribution non-network charges or a material change in the processes for their determination.

Further information on our network and distribution non-network charges can be found at ergon.com.au

Billing

We will provide your retailer with a bill for your network charges and distribution non-network charges. Your retailer will bill you for these charges on our behalf. If you pay these amounts to your retailer, you are taken to have paid that amount to us.

In limited circumstances, we may agree to bill you directly for network charges and/or distribution non-network charges, rather than billing you through your retailer. If we are billing you directly, we may require you to provide a security deposit.

Your obligations

General obligations

You have a number of general obligations under your Deemed Standard Connection Contract. You must:

- not mislead or deceive us in relation to any information provided;
- inform us or your retailer as soon as possible if:
 - there is any change to your contact details or any change materially affecting access to any metering equipment at the premises;
 - there is any proposed change in wiring or plant or equipment, including metering equipment, or any change to the operation of connected plant or equipment which may affect the quality, reliability, safety or metering of the connection or the supply of electricity to your premises or any other person; or
 - there is any permanent material change to the electrical load or pattern of usage at the premises. For example, the installation of a large new air conditioning plant, motor, welder or other new equipment that uses a large amount of electricity;

- pay for the customer connection services in accordance with the Deemed Standard Connection Contract;
- comply with applicable energy laws and other relevant instruments relating to the provision of customer connection services under your Deemed Standard Connection Contract;
- comply with our reasonable requirements in accordance with applicable energy laws. This includes an obligation on you to provide and maintain at your premises any reasonable or agreed facility required by us for the provision of customer connection services; and
- you must not, and must take reasonable steps to ensure others do not:
 - illegally use electricity supplied to your premises;
 - interfere or allow interference with any of our equipment at your premises except as may be permitted by law;
 - use the electricity supplied to your premises or any electrical equipment in a way that unreasonably interferes with the connection or supply of electricity to another customer, or causes damage or interference to any third party;
 - allow customer connection services provided by us to be used other than in accordance with your Deemed Standard Connection Contract and the applicable energy laws; or
 - tamper with, or permit tampering with, any meters or associated equipment.

Access to the premises

You must provide us (and our authorised representatives) safe, convenient and unhindered access to your premises at any reasonable time. This includes taking appropriate action to prevent menacing or attack by animals, so that we can:

- read, test, maintain, inspect or alter any meter at the premises;
- calculate or measure electricity supplied or taken at the premises;
- check the accuracy of metered consumption at the premises;
- replace meters, control apparatus and other electrical equipment of ours;
- connect or disconnect supply to the premises;
- examine or inspect an electrical installation at the premises;
- inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the premises;
- undertake repairs, testing or maintenance of the supply network;
- clear vegetation from electric lines and electrical equipment owned by us;
- take action to decide the appropriate tariff or charging category for the premises; and
- perform services requested by you or your retailer.

We, and our representatives, will always comply with all relevant legal requirements and will carry or wear official identification and show it when requested to.

Interruption to supply

Your customer connection services may be interrupted or limited from time to time. We will ensure this is in accordance with the circumstances set out in the applicable energy laws or conditions of any applicable tariff or charging category.

Interruptions

We will notify you of a planned interruption at least four business days in advance (unless a shorter time is agreed by you) by mail, letterbox drop, newspaper or press advertisement or other appropriate means. For work that we need to perform without delay to prevent, rectify or mitigate an emergency, we will provide you with whatever reasonable notice we are able to in the circumstances.

If the supply of electricity to the premises is interrupted as a result of an emergency, we will:

- make information regarding the nature of the emergency available and, where reasonably possible, estimate the time when the supply of electricity will be restored. This information will be available via our 24-hour information service; and
- use all reasonable endeavours to restore the supply of electricity to the premises as soon as possible.

Your right to information

Should you ask us, we will always do our best to provide an explanation for any interruption to your supply of electricity and/or standard of supply in breach of any relevant standards under applicable energy laws.

Complaints

If you have a complaint relating to our service, product, staff or complaint process, we encourage you to contact us.

Ergon Energy is committed to providing an effective complaint handling system whereby complaints are dealt with in an equitable, objective and unbiased manner. Our complaint handling system is aligned with AS/NZS 10002:2014 Guidelines for Complaint Management in Organisations.

We recognize that an effective complaint process is fundamental to quality service. Our approach aims to focus on the needs of our customers through robust, transparent processes which provide you with a voice.

While we aim to get it right first time, every time, the reality is that we don't always succeed.

If you do make a complaint we'll make every effort to address your complaint when you first contact us. If we can't resolve it to your satisfaction we will escalate your complaint to the most appropriate person in your region for review.

Disconnection

When we can disconnect

Subject to Ergon Energy following all necessary processes required by the applicable energy laws and Deemed Standard Connection Contract, including the provision of notice where required, we may arrange to disconnect your premises if:

- your retailer requests us to arrange disconnection;
- you refuse or fail to pay us following a request for a capital contribution;
- you do not provide and maintain space, equipment, access, facilities or anything else you must provide for customer connection services;
- you fail to give safe access;
- there are health and safety reasons;
- there is an emergency;
- we are required to do so at the direction of State or Federal police;
- you provided false information to us or your retailer (in circumstances where you would not have been entitled to be connected if the false information had not been provided);
- you do any of the following, or fail to take reasonable steps to ensure others do not do any of the following:
 - illegally use electricity supplied to the premises;
 - interfere or allow interference with any of our equipment which is at the premises except as permitted by law;
 - use the electricity supplied to the premises or any electrical equipment in a manner which unreasonably interferes with the connection or supply of electricity to another premises or which causes damage or interference to any third party;
 - allow customer connection services provided by us to be used other than in accordance with the Deemed Standard Connection Contract or by law; or
 - tamper with, or permit tampering with, any meters or associated equipment;
- we are billing you directly and you fail to pay a bill by a due date;
- we are entitled to require a security deposit from you and upon request, you do not provide a security deposit; or
- we are otherwise entitled under applicable energy laws to disconnect you.

When we will not disconnect

Ergon Energy will not disconnect your premises unless we have complied with any requirements under the applicable energy laws.

Reconnection after disconnection

We will reconnect your premises where:

- all conditions for reconnection have been met;
- the grounds for disconnection have been resolved (this may include complying with requirements set out in the contract you have with your retailer); and
- your retailer makes a request to us for reconnection on your behalf.

Your retailer should be able to advise you at the time you make a request for reconnection of the time frame that is likely to apply.

If you have been wrongfully disconnected we will, without charge to you, reconnect your premises as soon as reasonably possible. A disconnection is considered wrongful if we disconnect your premises and we, or a person requesting us to disconnect your premises (such as your retailer), did not have a right to do so.

Ending your contract

Your contract with us will end on the earliest date that one of the following occurs:

- if your retailer notifies us that the supply of energy to the premises is to be disconnected (a 'termination notice') — subject to paragraph (b), on the date we disconnect the premises, (even if you have vacated the premises earlier); or
- if you start receiving supply of energy for the premises under a different customer connection contract — on the date that contract starts; or
- if a different customer starts receiving supply of energy for the premises — on the date the connection contract of that customer starts; or
- if we both agree to a date to end the contract — on the date that is agreed; or
- 10 business days after we disconnect the premises, if you have not met the requirements for reconnection or made a request to your retailer to be reconnected within that time; or
- if your retailer gives us a termination notice but you do not give safe and unhindered access to your premises to conduct a final *meter* reading (where relevant), this contract will not end under paragraph until a final *meter* reading is carried out.

Depending on where your premises are located, up to 10 business days notice may be needed to stop providing customer connection services to the premises when requested by you. We encourage you to contact your retailer as soon as possible with your request.

Privacy

Information collection

We collect customer information so that we can identify you, manage your connection, provide services you have requested and inform you of other related products and services that meet your needs.

Where possible, we will collect your information directly from you. However, in certain cases we will also confirm your details with external agencies such as electricity retailers. We only collect personal information by lawful and fair means. We handle your personal information in accordance with the requirements of the Privacy Act 1988 (Cth).

Use and disclosure of information

We will only use or disclose personal information with your consent, or in ways you would reasonably expect, including:

- to bill your electricity and related service accounts with us;
- to improve our relationship with you;
- to inform customers of related products and services;
- for our legal and regulatory reporting and compliance requirements; and
- as permitted or required by law.

Occasionally, Ergon Energy may engage the services of a third party to distribute promotional material on our behalf. These business partners are contractually obliged to adhere to privacy requirements. You may opt-out of receiving direct marketing material by calling 13 74 66.

Ergon Energy discloses certain customer information to its cloud computing service provider located in Japan and the United States of America.

Your information will be dealt with by Ergon Energy in accordance with our Privacy Statement. Our Privacy Statement sets out how you may access and seek correction of your personal information, or make a privacy related complaint.

Ergon Energy takes steps to destroy or de-identify personal information if it is no longer needed for any purpose.

Further information about how we handle your personal information can be found within the *Privacy Statement* at ergon.com.au.

Definitions

business customer means a customer who is not a residential customer;

business day means a day other than a Saturday, Sunday or public holiday, unless otherwise defined in the applicable energy laws;

customer means a person to whom energy is sold to for the premises by a retailer, or who proposes to purchase energy for the premises from a retailer;

disconnection of premises means the opening of a connection in order to prevent the flow of energy to the premises, but does not include an interruption;

disconnection warning means a notice to advise you of the matter giving rise to the potential de-energisation of your premises and specifying a period in which you must rectify the matter to avoid de-energisation of your premises;

electric line means a wire or conductor or associated equipment used for transmitting, transforming, or supplying electricity at a voltage greater than extra low voltage;

electrical equipment is any apparatus, appliance, cable, conductor, fitting, insulator, material, meter or wire:

- (a) used for controlling, generating, supplying, transforming or transmitting electricity at a voltage greater than extra low voltage; or
- (b) operated by electricity at a voltage greater than extra low voltage; or
- (c) that is, or that forms part of, a cathodic protection system;

electrical installation means a group of items of electrical equipment;

Electricity Act means the *Electricity Act 1994 (Qld)*;

Electricity Distribution Network Code means the *Electricity Distribution Network Code made under the Electricity Act*;

emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy laws means legislation including:

- the National Energy Retail Law set out as a schedule to the ***National Energy Retail Law (South Australia) Act 2011 (SA)***, as amended by the ***National Energy Retail Law (Queensland) Act 2014 (Qld)***
- the ***National Energy Retail Rules***, as amended by the ***National Energy Retail Law (Queensland) Regulation 2014 (Qld)***
- the ***National Energy Retail Regulations***
- the National Electricity Law (set out as a schedule to the ***National Electricity (South Australia) Act 1996 (SA)***), as amended by the ***Electricity - National Scheme (Queensland) Act 1997 (Qld)***
- the ***National Electricity Rules***, as amended by the ***Electricity - National Scheme (Queensland) Regulation 2014 (Qld)***
- the ***Electricity Act 1994 (Qld)*** and the ***Electricity Regulation 2006 (Qld)***
- the ***Electricity Distribution Network Code***
- the ***Electrical Safety Act 2002 (Qld)***, ***Electrical Safety Regulation 2013 (Qld)*** and the ***Electrical Safety (Codes of Practice) Notice 2013 (Qld)***

Ergon Energy means Ergon Energy Corporation Limited ABN 50 087 646 062;

final meter reading means the last recording of actual electricity data for a customer when they vacate an address or change retailer;

interruption means a temporary unavailability or temporary curtailment of the supply of energy to a customer's premises, but does not include unavailability or curtailment in accordance with the terms and conditions of a customer retail contract or customer connection contract, and any applicable tariff agreed with the customer;

metering data has the meaning given that term in the National Electricity Rules;

premises of a customer, means premises owned or occupied by the customer;

supply network means a system, or part of a system, of electric lines, substations and associated equipment, other than a transmission grid, for supplying electricity to customers, whether or not generating plant is connected to it;

transmission grid means a system, or part of a system, of electric lines, substations and associated equipment providing connection between generation facilities and supply networks or customers not supplied through supply networks;

you means the customer to whom we are providing customer connection services.

How to contact us

General enquiries

13 74 66

7.00am - 5.30pm, Mon to Fri

Faults only

13 22 96

24 hours a day, 7 days a week

Life-threatening emergencies only

Triple Zero (000) or 13 16 70

24 hours a day, 7 days a week

ergon.com.au