



Energex and Ergon Energy Customer Charter for Large Business



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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 Energex Limited (Energex) or 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 services and other services we may provide to you.

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

What do we do for you?

Energex or 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 Energex or 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 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 we supply electricity to under a Deemed Standard Connection Contract.

A large customer is a business 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, the relevant Deemed Standard Connection Contract will apply unless we have entered into a negotiated connection contract with you for the provision of customer connection services to your premises.

Other useful information

A range of other useful information is available on our website or on 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 promise 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
- 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's not possible to promise a 100% reliable supply as 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 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 precautions by having electricity protection devices installed.

If your equipment is damaged as a result of a power fluctuation that is within our 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.

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 level 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 promptly. 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.

Rights and obligations

The contract between us

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

This includes providing, installing and maintaining equipment for the provision of customer connection services at your premises. Our obligations extend up to the connection point where energy is supplied to the premises and not beyond. Our connection policy provides further details on typical connection arrangements.

Before we can start supplying you with electricity, your premises must be connected to our distribution network. If you require a new connection or an alteration to your existing connection you will need to make an application and we will provide you with a connection offer in accordance with the National Electricity Rules. You will also need to establish an electricity account with your retailer.

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

- Where a new connection needs to be established or an existing connection altered, your connection application must not be for a rate more than 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, as per a new connection or an existing connection alteration request,
- If the premises had 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. We will supply electricity through our supply network to you at your premises under the terms and conditions of your Deemed Standard Connection Contract. The relevant Deemed Standard Connection Contract with us starts when we first provide you with customer connection services or we notify you that your customer classification has changed to a large customer.

Subject to any requirements under the applicable energy laws, we will provide the connection of your premises to our supply network to allow us to deliver electricity to your premises under your Deemed Standard Connection Contract

What your contract does not cover

- The connection to our supply network of any new or altered generating plant at your premises. Please note that depending on the terms of the applicable Deemed Standard Connection Contract, you may need to enter into a separate agreement with us for the interconnection of generating units with 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, or where you wish to alter the connection between your premises and our supply network. In this situation, you may be required to pay us a capital contribution towards the establishment of the network.

Charges

Types of-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 standard control services and alternative control services from time to time in accordance with all applicable regulatory instruments.

Standard control services charges are our network tariffs 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.

Alternative control services charges are the charges, approved by the AER, 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 standard control services charges.

Examples of alternative control services charges include (but are not limited to) disconnection fees, reconnection fees, special meter read fees and meter test fees. We will notify your retailer whenever there is a change in standard control services or alternative control services charges, or a material change in the processes for their determination.

Further information on our charges is available on our websites.

Billing

We will provide your retailer with a bill for your relevant 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 charges. If we are billing you directly, we may require you to provide a security deposit.

Your obligations

You have a number of obligations under your Deemed Standard Connection Contract (including providing us with access to the premises). For further information please refer to the appropriate Deemed Standard Connection Contract available on our websites.

Interruption to supply

Your customer connection services may be interrupted or limited from time to time. We will ensure that any interruption is carried out in accordance with the applicable energy laws and the 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.

We are 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 recognise 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 us 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

We 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

We will deal with your personal information in accordance with our Privacy Statement available on our websites.

Definitions

AER means the Australian Energy Regulator, which is established by section 44AE of the *Competition and Consumer Act 2010* (Cth).

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 electricity is sold to for the premises by a retailer, or who proposes to purchase electricity for the premises from a retailer.

Deemed Standard Connection Contract refers to either a deemed standard connection contract or, if applicable, a deemed AER approved standard connection contract for large customers, as referred to in section 67 of the National Energy Retail Law (Queensland).

Disconnection of premises means the opening of a connection to prevent the flow of energy to the premises but does not include an interruption.

Disconnection warning notice 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,
- (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.

Energex means Energex Limited ABN 40 078 849 055.

Energy laws has the meaning given to that term in the NERL (and, for the avoidance of doubt, includes Queensland electrical safety legislation and the Electricity Distribution Network Code).

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.

NERL means the National Energy Retail Law (Queensland), as defined in the *National Energy Retail Law (Queensland) Act 2014* (Qld).

Premises of a customer, means any land (whether a single block or multiple contiguous blocks), building(s) (whether whole or part), structure(s) (or adjuncts thereto) and embedded networks that are owned, occupied, controlled or operated by the customer in the vicinity of the proposed connection, and which can reasonably be considered to be part of a single overarching operation

Residential customer means a customer who purchases electricity at the premises for personal, household or domestic use.

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

7am – 5pm, Monday to Friday

Energex 13 12 53

Ergon Energy Network 13 74 66

Faults

24 hours a day, 7 days a week

Energex 13 62 62

Ergon Energy Network 13 22 96

Life-threatening emergencies

24 hours a day, 7 days a week

Triple Zero (000)

Energex 13 19 62

Ergon Energy Network 13 16 70

[energex.com.au](https://www.energex.com.au)

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