

Electricity Industry Act (Vic) 2000**PUBLICATION OF DEEMED DISTRIBUTION CONTRACT UNDER SECTION 40A
OF THE ELECTRICITY INDUSTRY ACT (VIC) 2000**

Under section 40A of the **Electricity Industry Act 2000** (as amended or replaced) (“the Act”) CitiPower Pty ACN 064 651 056 gives notice of terms and conditions approved by the Essential Services Commission applying in respect of the distribution or supply of electricity by CitiPower to retail customers, other than a retail customer who has agreed with CitiPower to vary the terms and conditions pursuant to section 40A of the Act. The approved terms and conditions of which notice is given above take effect on 1 August 2002 and continue to apply until such other time as other terms and conditions are approved and gazetted in accordance with the Act.

Deemed Distribution Contract

Deemed to be entered into by the distributor (CitiPower Pty ACN 064 651 056) of Level 15, 624 Bourke Street, Melbourne, Victoria and the customer under section 40A **Electricity Industry Act 2000** (Vic.)

1 THE CONTRACT**1.1 PURPOSE**

This *contract* sets out certain standards relating to the:

- (a) *connection* of a *customer's electrical installation* to the *distribution system*; and
- (b) *supply* of electricity to the *customer's supply address*, but does not contain the terms and conditions pursuant to which the *distributor* will provide *distribution services*. For the avoidance of doubt, the *distributor* will provide the *distribution services* to the *customer's retailer* in accordance with the *use of system agreement*, unless the *distributor* and the *customer* have entered into a separate agreement for the provision of the *distribution services*.

1.2 To whom and how this contract applies

- 1.2.1 The *distributor* must comply with this *contract* under its *distribution licence*.
- 1.2.2 The *customer* must comply with this *contract*.
- 1.2.3 If the *customer's supply address* is already *connected* to the *distribution system*. This *contract* commences, and the *distributor* and the *customer* are deemed to have entered into this *contract* on the date that this *contract* is published in the Victoria Government Gazette.
- 1.2.4 If the *customer* or the *customer's retailer* request *connection* or *reconnection* of a *supply address* after the date that this *contract* is published in the Victoria Government Gazette, this *contract* starts on the date that the *customer's supply address* is *connected* or *reconnected* to the *distribution system*.

1.3 Deemed compliance

- 1.3.1 Despite clause 1.2, the *customer* is deemed to comply with an obligation under this *contract* unless the *customer* is expressly informed of the non-compliance or otherwise becomes aware of the non-compliance or could reasonably have been expected to be aware of the non-compliance.
- 1.3.2 Where a breach of this *contract* by the *distributor* is found to be caused by the customer not complying with the *contract*, the *distributor* is deemed to have complied with the *contract* unless the *distributor* does not act in accordance with clause 11 to seek the *customer's* compliance.

1.4 A tenant's obligations

- 1.4.1 If the *customer* is a *domestic customer* and has been advised of non-compliance with this *contract* in accordance with clause 11.2 and is unable to remedy the non-compliance as they are not the owner of the *supply address*, the *customer* must use best endeavours to have the owner or other person responsible for the *supply address* fulfil the obligation.

- 1.4.2 On request, the *customer* must provide the *distributor* with evidence that they have notified the owner, or other person responsible, of the non-compliance and of the requirement to comply with this *contract*.

1.5 Variation by written agreement

- 1.5.1 The *distributor* or a *customer* may seek a written agreement with the other party to expressly vary their respective rights and obligations under this *contract*.
- 1.5.2 If such an agreement is sought, the *customer* and the *distributor* must negotiate in good faith.
- 1.5.3 An agreement entered into under this clause must not reduce the rights or increase the obligations of the *customer* without giving benefits of equal value, whether financial or otherwise.

2 CONNECTION OF SUPPLY

2.1 Equipment

- 2.1.1 In respect of each *supply address* which is in the *distributor's distribution area*, the *distributor* must provide, install and maintain standard metering and necessary associated equipment, at a suitable location to be provided by the *customer* in respect of that *supply address*, unless the *customer* is *eligible* to choose and chooses its own service provider to install an *interval meter* and associated equipment in accordance with the applicable *metering code*.
- 2.1.2 Where the *customer* so chooses a service provider in accordance with clause 2.1.1, the *distributor* must pay to the *customer* the *distributor's avoided costs*.

2.2 New connection

Subject to clauses 2.3.1 and 2.6.1, where a *connection* request has been made by the *customer* or a *retailer* on behalf of the *customer*, the *distributor* must use its best endeavours to *connect* the *customer* at the new *supply address* on the date agreed with the *customer* or with the *retailer* on behalf of the *customer*. Where no date is agreed, the *distributor* must *connect* the *supply address* within 20 *business days* after the request.

2.3 No energisation

- 2.3.1 The *distributor* must not *energise* the *customer's supply address* unless:
- (a) a request to do so is made by:
 - (i) the *customer's retailer*;
 - (ii) the *customer*, if the *customer* is a *market customer* in the wholesale market;
 - (b) there is a relevant *emergency*; or
 - (c) *energisation* is otherwise expressly authorised or required by this *contract* or by law.
- 2.3.2 If the *customer* contacts the *distributor* to request *energisation* and the *customer* is not a *market customer* in the *wholesale market*, the *distributor* must:
- (a) advise the *customer* that the request must be made by the *customer's retailer*; and
 - (b) if the *customer* does not have a *retailer* for that *supply address*, the *distributor* must inform the *customer* in accordance with any applicable *guidelines* that the *customer* has a choice of *retailer*.

2.4 Connection without energisation

Subject to clause 2.6.1, where a *connection* request has been made by a *customer* and the *customer's supply address* cannot be *energised* due to the operation of clause 2.3.1(a), the *distributor* must use best endeavours to *connect* but not *energise* a new *supply address* on the date agreed with the *customer*. Where no date is agreed, the *distributor* must perform its obligations under this clause 2.4 within 20 *business days* after the request.

2.5 Previous connection

Where a *customer* only requires *energisation* and the *customer* provides *acceptable identification* to the *distributor* or the *customer's retailer*, the *distributor* must use best endeavours to *energise* the *customer's supply address* within one *business day* of a request being made by a *customer's retailer* (or, where clause 2.3.1 permits, the *customer*) if such request has been made to the *distributor* (orally or in writing) by 3 p.m.

2.6 Conditions for connection

2.6.1 The *distributor's* obligations under clauses 2.2 and 2.4 are subject to:

- (a) an adequate *supply* of electricity being available at the required *voltage* at the boundary of the new *supply address*;
- (b) a *Certificate of Electrical Safety* being provided to the *distributor* in respect of the *customer's electrical installation* at the *customer's supply address*;
- (c) the *customer* complying with clauses 3.2.2 and 3.2.3;
- (d) the *customer* complying with reasonable technical requirements required by the *distributor*; and
- (e) the *customer* providing *acceptable identification*.

2.6.2 Where the *distributor* is not obliged to comply with its obligation under clauses 2.2 or 2.4 by virtue of clause 2.6.1, the *distributor* must comply with such obligations as soon as practicable after the removal or elimination of the reason for which *connection* or *connection* without *energisation* was not made.

3 ASSET MANAGEMENT

3.1 Customer's electrical installation and equipment

3.1.1 The *customer* must use best endeavours to ensure that:

- (a) the *customer's electrical installation* and any equipment within it:
 - (i) complies with this *contract*; and
 - (ii) is maintained in a safe condition; and
- (b) protection equipment in the *customer's electrical installation* is at all times effectively coordinated with the electrical characteristics of the *distribution system*.

3.1.2 The *customer* must use best endeavours to:

- (a) ensure that the *distribution system* and the *reliability* and *quality of supply* to other *customers* are not adversely affected by its actions or equipment;
- (b) not allow a *supply* of electricity to its *electrical installation* to be used other than at its premises nor *supply* electricity to any other person except in accordance with the *Act*;
- (c) not take electricity *supplied* to another *supply address* at its *supply address*;
- (d) not allow electricity *supplied* to the *supply address* to bypass the meter;
- (e) not allow electricity *supplied* under a domestic tariff to be used for non-domestic purposes; and
- (f) not allow electricity *supplied* under a specific purpose tariff (such as an off peak storage water tariff) to be used for another purpose.

3.2 Distributor's equipment on customer premises

3.2.1 The *customer* must:

- (a) not interfere, and must use best endeavours not to allow interference with the *distributor's distribution system* including any of the *distributor's* equipment installed in or on the *customer's* premises; and
- (b) provide and maintain on the *customer's* premises any reasonable or agreed facility required by its *distributor* to protect any equipment of the *distributor*.

3.2.2 Provided official identification is produced by the *distributor's* representatives on request, the *customer* must provide to the *distributor's* representatives at all times convenient and unhindered access:

- (a) to the *distributor's* equipment for any purposes associated with the *supply*, metering or billing of electricity; and
- (b) to the *customer's electrical installation* for the purposes of:
 - (i) the inspection or testing of the *customer's electrical installation* for the purpose of assessing whether the customer is complying with this *contract*; or
 - (ii) *connecting, disconnecting or reconnecting supply*,

and safe access to and within the *customer's* premises for the purposes described in this clause 3.2.2.

3.2.3 If necessary, the *customer* must provide safety equipment and appropriate safety instructions to representatives of the *distributor* to ensure safe access to the *customer's* premises.

3.2.4 In cases other than *emergencies*, the *distributor* must use best endeavours to access the *customer's* premises at a time which is reasonably convenient to both the *customer* and the *distributor*.

4 QUALITY OF SUPPLY

4.1 Supply frequency

4.1.1 *NEMMCO* is responsible for the frequency of each *distributor's distribution system*, having an obligation under the *National Electricity Code* to use reasonable endeavours to maintain system frequency at 50 Hz, subject to the allowable variations set out in that Code.

4.1.2 The *distributor* has no obligation in respect of the frequency of its *distribution system*.

4.2 Voltage

4.2.1 Subject to clause 4.2.2, the *distributor* must maintain a nominal *voltage* level at the *point of supply* to the *customer's electrical installation* in accordance with the Electricity Safety (Network Assets) Regulations 1999 or, if these regulations do not apply to the *distributor*, at one of the following standard nominal *voltages*:

- (a) 240 V;
- (b) 415 V;
- (c) 480 V;
- (d) 6.6 kV;
- (e) 11 kV;
- (f) 22 kV; or
- (g) 66 kV.

4.2.2 Variations from the relevant standard nominal *voltage* listed in clause 4.2.1 may occur in accordance with Table 1.

Table 1

STANDARD NOMINAL VOLTAGE VARIATIONS				
Voltage Level in kV	Voltage Range for Time Periods			Impulse Voltage
	Steady State	Less than 1 minute	Less than 10 seconds	
< 1.0	± 6 %	± 10 %	Phase to Earth +50%-100% Phase to Phase +20%-100%	6 kV peak
1-6.6	± 6 %	± 10 %	Phase to Earth +80%-100% Phase to Phase +20%-100%	60 kV peak
11	(± 10%)			95 kV peak
22	Rural Areas)			150 kV peak
66	± 10%	± 15%	Phase to Earth +50%-100% Phase to Phase +20%-100%	325 kV peak

- 4.2.3 The *distributor* must control over *voltage* in accordance with IEC 60364-4-443.
- 4.2.4 The *distributor* must use best endeavours to minimise the frequency of *voltage* variations allowed under clause 4.2.2 for periods of less than 1 minute.
- 4.2.5 The *distributor* may send, in accordance with IEC 1000-2-2, signals for the following:
- ripple control systems; or
 - medium-frequency power-line carrier systems; or
 - radio-frequency power-line carrier systems.
- 4.2.6 The *distributor* must monitor and record:
- steady state *voltages* and *voltage* variations at each zone substation in its *distribution system* which are outside the limitations specified in Table 1; and
 - steady state *voltages* and *voltage* variations of a duration of more than one minute which are outside the range of steady state *voltages* specified in Table 1 at the extremity of one feeder *supplied* from each of those zone substations.
- 4.2.7 Without limiting the liability of a *distributor* under any other provision of this *contract*, a *distributor* must compensate the *customer* whose property is damaged due to a *voltage* variation outside the limits prescribed by Table 1 and other relevant provisions of any relevant *guideline*.

4.3 Power factor

- 4.3.1 The *customer* must ensure that the *customer's demand* for *reactive power* does not exceed the maximum level allowed by applying the *power factor* limits specified in Table 2 to the *customer's* maximum *demand* for *apparent power* (measured in kVA) or *active power* (measured in kW).
- 4.3.2 If, for the purposes of clause 4.3.1, the *customer's* maximum *demand* for *apparent power* (R_{max}) is used, then the *customer's* allowable *demand* for *reactive power* (Q_{max}) is calculated using the formula $Q_{max} = R_{max} * (1 - pf_{min}^2)^{1/2}$, where pf_{min} is the minimum *power factor* specified in Table 2.

- 4.3.3 If, for the purposes of clause 4.3.1, the *customer's* maximum *demand* for *active power* (P_{max}) is used, then the *customer's* allowable *demand* for *reactive power* (Q_{max}) is calculated using the formula $Q_{max} = (P_{max}/\text{pf}_{min}) \cdot (1 - \text{pf}_{min}^2)^{1/2}$, where pf_{min} is the minimum *power factor* specified in Table 2.
- 4.3.4 If the *customer's network tariff* includes a charge for the maximum *demand* for *apparent* or *active power*, then, for the purposes of this clause 4.3, the *customer's* maximum *demand* for *apparent* or *active power* is to be taken to be the maximum *demand* for which it was most recently billed.
- 4.3.5 Despite clause 4.3.1, the *customer* must use best endeavours to keep the *power factor* of its *electrical installation* within the relevant range set out in Table 2 when the *customer's demand* for *apparent* or *active power* is at or more than 50% of the *customer's* maximum *demand*.

Table 2

POWER FACTOR LIMITS						
Supply Voltage in kV	Power Factor Range for Customer Maximum Demand and Voltage					
	Up to 100 kVA		Between 100 kVA – 2 MVA		Over 2 MVA	
	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading
< 6.6	0.75	0.8	0.8	0.8	0.85	0.85
6.6 11 22	0.8	0.8	0.85	0.85	0.9	0.9
66	0.85	0.85	0.9	0.9	0.95	0.98

4.4 Harmonics

- 4.4.1 The *distributor* must ensure that the harmonic levels in the *voltage* at *point of common coupling* nearest to a *customer's point of supply* comply with the levels specified in Table 3.

Table 3

VOLTAGE HARMONIC DISTORTION LIMITS				
Voltage at point of common coupling	Total harmonic distortion	Individual voltage harmonics		
		Odd	Even	
< 1kV	5%	4%	2%	
>1kV and ≤ 66kV	3%	2%	1%	

- 4.4.2 Subject to clause 4.4.1, the *distributor* must comply with the *IEEE* Standard 519-1992 'Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems'.
- 4.4.3 The *customer* must keep harmonic currents below the limits specified in Table 4 and otherwise comply at its nearest *point of common coupling* with the *IEEE* Standard 519-1992 'Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems'.

Table 4

CURRENT HARMONIC DISTORTION LIMITS						
Isc/IL	Maximum Harmonic Current Distortion in Percent of IL					
	Individual Harmonic Order "h" (Odd Harmonics)					Total Harmonic Distortion
	<11	11 ≤ h <17	17 ≤ h < 23	23 ≤ h < 35	35 ≤ h	
<20*	4.0%	2.0%	1.5%	0.6%	0.3%	5.0%
20<50	7.0%	3.5%	2.5%	1.0%	0.5%	8.0%
50<100	10.0%	4.5%	4.0%	1.5%	0.7%	12.0%
100<1000	12.0%	5.5%	5.0%	2.0%	1.0%	15.0%
>1000	15.0%	7.0%	6.0%	2.5%	1.4%	20.0%

Notes:

1. Even harmonics are limited to 25% of the odd harmonics listed above.
2. Current distortions that result in a DC offset, e.g. half-wave converters, are not allowed.
3. *All power generation equipment is limited to these values of current distortion, regardless of actual ISC/IL.
4. Isc = maximum short-circuit current at *point of common coupling*.
5. IL = maximum *demand* load current (fundamental frequency component) at *point of common coupling*.

4.5 Inductive interference

4.5.1 The *distributor* must ensure that inductive interference caused by its *distribution system* is within the limits specified in AS/NZ 2344-1997.

4.6 Negative sequence voltage

4.6.1 Subject to clause 4.6.2 the *distributor* must maintain the negative sequence *voltage* at the *point of common coupling* to a *customer's* three phase *electrical installation* at a level at or less than 1%.

4.6.2 The negative sequence *voltage* may vary above 1% of an applicable *voltage* level, but not beyond 2% for a total of 5 minutes in every 30 minute period.

4.7 Load balance

4.7.1 The *customer* must ensure that the current in each phase of a three phase *electrical installation* does not deviate from the average of the three phase currents:

- (a) by more than 5% for a standard nominal *voltage* up to 1 kV; and
- (b) by more than 2% for a standard nominal *voltage* above 1 kV.

4.7.2 Despite clause 4.7.1, deviations are permissible for periods of less than 2 minutes:

- (a) up to 10% for a standard nominal *voltage* up to 1 kV; and
- (b) up to 4% for a standard nominal *voltage* above 1 kV.

4.8 Disturbing loads

4.8.1 A *distributor* must maintain *voltage* fluctuations at the *point of common coupling* at a level no greater than the levels specified in AS/NZ 61000.3.5, 2001 and AS/NZ 61000.3.7, 2001 as appropriate.

4.8.2 Subject to clause 4.8.3, a *customer* must ensure that the *customer's* equipment does not cause *voltage* fluctuations at the *point of common coupling* greater than the levels specified in AS/NZ 61000.3.5, 2001 and AS/NZ 61000.3.7, 2001 as appropriate.

4.8.3 If two or more *customers' electrical installations* are *connected* at the same *point of common coupling*, the maximum permissible contribution to *voltage* fluctuations allowable from each *customer* is to be determined in proportion to their respective maximum *demand*, unless otherwise agreed.

4.9 Monitoring quality of supply

The *distributor* must monitor *quality of supply* in accordance with the principles applicable to good asset management as contemplated by clause 3.1.

4.10 The distributor's technical requirements

The *customer* must ensure that its *electrical installation* complies with, and is installed and maintained in accordance with:

- (a) all applicable *Australian Standards*;
- (b) **Electrical Safety Act (Vic) 1998** and Electrical Safety (Installation) Regulations 1999 No. 49; and
- (c) any other technical requirements reasonably required by the *distributor* (including, without limitation, the *Service & Installation Rules* to the extent that they apply to the *customer's electrical installation*).

4.11 The distributor's equipment on the customer's premises

None of the equipment and assets that the *distributor* installs at the *customer's supply address*, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the *supply address* and the *distributor* may remove them after *disconnection* of the *customer's supply address*. The *customer's* obligations in respect of the *distributor's* equipment and assets will continue after this *contract* ends.

4.12 Maximum Allocated Capacity

The *customer* must ensure that the *demand* of electricity taken at the *customer's supply address* does not exceed maximum allocated capacity. The *customer's* allocated capacity is:

- (a) 40 amps for a single phase *connection*; or
- (b) otherwise, the rating of the smallest component of the *distribution system* used solely to supply electricity to the *customer's electrical installation*,

unless otherwise advised by the *distributor* to the *customer's retailer*.

If the *customer* wishes to increase its maximum allocated capacity, the *distributor* may be entitled to charge the *customer* for the cost of any necessary works, as provided for in the *distributor's* customer contribution policy.

4.13 Assignment of Network Tariffs

The *customer* agrees that the *distributor* may assign or reassign the *customer's network tariff* or any component thereof by applying the criteria determined by the *regulator* in conjunction with the *distributor's network tariffs*. Any such assignment or reassignment will be based on the *load* and *connection* characteristics at the *customer's supply point*. Additional information may be obtained from the *customer's retailer*, or at the website nominated by the *regulator*.

4.14 Maximum demand

This clause 4.14 only applies to the *customer* if the *customer* is in a class of *customer* that have been allocated by the *distributor* to a tariff that has a *maximum demand* component.

The *customer* agrees that where the *customer* wishes to change its *maximum demand* the following criteria will apply:

- (a) Increases in *maximum demand*
Where the *customer* requires an increase in *maximum demand* at a *supply point*, the *customer* must make a written request to the *distributor*. The increased level

of **maximum demand** shall apply from the requested date or as near as possible thereafter, subject to any required work being completed by the **distributor**.

- (b) Temporary increases in **maximum demand**
- (i) Temporary increases in **maximum demand** may in the **distributor's** discretion be made available by the **distributor** to the customer in respect of the relevant **supply point** to cover specific, short-term needs, such as the commissioning of new plant. In making the **distributor's** decision, relevant factors the **distributor** will consider are:
- (A) receiving at least one month's written notice from the **customer**; and
- (B) prior agreement from the **distributor** (which agreement will be conditional upon the necessary capacity being available in the **distributor's distribution system**).
- (ii) Temporary increases in **maximum demand** will:
- (A) be defined in terms of "additional demand" for a specific period;
- (B) apply for one full billing period, except in the case of commissioning of new plant, in which case the duration of the temporary increase may be extended for the duration of the commissioning;
- (C) be charged at the **distributor's** standard demand charge from time to time;
- (D) be limited to one occurrence in any 12 month period unless otherwise agreed by the **distributor**.
- (c) Reduction in **maximum demand**
- (i) Where the **customer** requires a reduction in maximum demand at a **supply point**, the **customer** must give 12 months written notice of this requirement. If the **distributor** agrees to reduce the **maximum demand** to any level down to the level sought by the **customer**, the **distributor** must notify the **customer** in writing within the 12 month notice period of a new **maximum demand**. The new **maximum demand** will apply after the date when the **customer's** meter is first read following that 12 month period. However, following installation by the **customer** of load management equipment approved by the **distributor** or the implementation of a **demand** management initiative approved by the **distributor**, the 12 month notice period may be reduced at the **distributor's** discretion.
- (ii) If in the 12 months following any reduction in **maximum demand** under sub paragraph 4.14(c)(i), the reduced **maximum demand** is exceeded, then the **demand** so recorded becomes the **maximum demand** applicable from the time of the reduction. This shall not apply to temporary increases in demand negotiated under clause 4.14(b).
- (d) Changes following **maximum demand** being exceeded
- In the event that the metered **maximum demand** in a billing period exceeds the **maximum demand** for the **customer** in respect of the relevant **supply point**:
- (i) a new **maximum demand** is established equal to the metered **demand** in that billing period;
- (ii) the new **maximum demand** shall not apply to temporary increases in **demand** that the **distributor** negotiates with the **customer** in accordance with clause 4.14(b)(i);

- (iii) the new *maximum demand* shall apply for at least 12 months unless an exemption is obtained under sub-paragraph (iv) below;
- (iv) if the new *maximum demand* is established as a result of a fault in the *customer's* electrical installation in respect of the relevant *supply point*, then the *distributor* may in its discretion reduce the *maximum demand* back to the previous level after three months. In making its decision, relevant factors the *distributor* will consider are whether:
 - (A) the *distributor* receives a written application for such a reduction from the *customer* within 30 days of billing following the fault; and
 - (B) the *distributor* is satisfied that:
 - (I) the fault has been diagnosed; and
 - (II) action has been taken to avoid a recurrence of that or similar faults; and
- (v) where the capacity of the *distributor's distribution system* is inadequate to make *supply* available at a higher rate on a continuous basis, the distributor may advise the *customer* that the new *maximum demand* will apply only for the billing period in which it was established, pending *augmentation* of the *distributor's distribution system* and renegotiation of a revised *maximum demand*. The *maximum demand* thereafter is limited to the available capacity of the *distributor's distribution system*, as determined by the *distributor*, by suitable load limiting equipment installed by the *customer* to the *distributor's* satisfaction.

4.15 The customer's equipment on the customer's premises

The *customer's* equipment at the *customer's supply address* connected to the *distribution system* must have a normal voltage rating within the normal voltage supply range for the *supply point*.

5 CHARGES

5.1 What are the distributor's charges?

Charges for the *distributor's* services will not be billed under this *contract*, but will be billed either under the *customer's contract* with the *customer's retailer* or a separate agreement between the *customer* and the *distributor*. These charges include:

- (a) the *distributor's network tariffs* relating to the supply of electricity to the *customer's supply address*;
- (b) the *distributor's approved charges* for some *excluded services* that the *customer* or the *customer's retailer* may request, including but not limited to the following:
 - (i) *connection* (including temporary supply);
 - (ii) service truck visits;
 - (iii) meter equipment test;
 - (iv) provision of switching service;
 - (v) new connections:
 - (A) multiple premises;
 - (B) single premises;
 - (C) temporary *connection* for construction purposes
 - (vii) field officer visits:
 - (A) single visit;
 - (B) *reconnection* after *disconnection* for non-payment;

- (viii) service truck appointments
 - (A) service truck call-out (includes the first 15 minutes);
 - (B) on site rate (for each additional 15 minutes), and
- (c) any additional or supplementary charge relating to the *supply* of electricity to the *customer's supply address* if the regulator has approved that charge, or the *distributor* is otherwise permitted under the *Electricity Law* to impose the charge.

5.2 Other charges

The *distributor* may charge the *customer* for some services that it provides in accordance with electricity industry practice, even though the *customer* does not request these services.

6 RELIABILITY OF SUPPLY

6.1 Reliability of supply

The *distributor* must use best endeavours to meet targets required by the *price determination* and targets published annually on its website and otherwise meet the *customer's* reasonable expectations of *reliability of supply*.

6.2 A distributor's right to interrupt supply

The *distributor* may interrupt *supply* at any time for the following reasons:

- (a) planned maintenance, repair, or *augmentation* of the *distribution system*;
- (b) unplanned maintenance or repair of the *distribution system* in circumstances where, in the opinion of the *distributor*, the *customer's electrical installation* or the *distribution system* poses an immediate threat of injury or material damage to any person, property or the *distribution system*;
- (c) to shed *energy* because the total *demand* for electricity at the relevant time exceeds the total supply available;
- (d) as required by *NEMMCO*, *VENCorp* or the *system operator*;
- (e) the installation of a new *supply* to another *customer*;
- (f) in the case of an *emergency*; or
- (g) to restore *supply* to the *customer*.

6.3 Unplanned interruptions

6.3.1 In the case of an unplanned *interruption* or an *emergency*, the *distributor* must:

- (a) within 30 minutes of being advised of the *interruption* or *emergency*, or otherwise as soon as practicable, provide, by way of a 24 hour telephone service, information on the nature of the *interruption* and an estimate of the time when *supply* will be restored or when reliable information on restoration of *supply* will be available;
- (b) provide options for the *customer* who call the service to be directly connected to a telephone operator if required; and
- (c) use best endeavours to restore the *customer's supply* as soon as possible making allowance for reasonable priorities.

6.3.2 Wherever reasonable and practicable, the *distributor* must provide prior information to the customer who may be interrupted by *load* shedding.

6.4 Planned interruptions

6.4.1 In the case of a planned *interruption*, the *distributor* must provide each affected *customer* with at least 4 *business days* written notice of the *interruption*. The notice must:

- (a) specify the expected date, time and duration of the *interruption*; and
- (b) include a 24 hour telephone number for enquiries.

6.4.2 The *distributor* must use best endeavours to restore the *customer's supply* as quickly as possible.

6.5 Special needs

6.5.1 Where the *customer* or a *retailer* provides the *distributor* with confirmation from a registered medical practitioner or a hospital that a person residing at the *customer's supply address* requires a life support machine, the *distributor* must:

- (a) register the *supply address* as a life support machine *supply address*;
- (b) not *disconnect supply* to the *customer's supply address* while the *supply address* remains registered as a life support machine *supply address*; and
- (c) give the *customer*:
 - (i) at least 4 *business days* written notice of any planned *interruption to supply* at the *supply address* (the 4 *business days* to be counted from the *date of receipt* of the notice), unless a longer period of notice is requested by the *customer* and provided that the longer period of notice:
 - (A) is reasonably necessary; and
 - (B) can be accommodated by the *distributor*;
 - (ii) advice to assist the *customer* to prepare a plan of action in case an unplanned *interruption* should occur; and
 - (iii) an emergency telephone contact number.

6.5.2 If the *customer's supply address* has been registered by the *distributor* in accordance with clause 6.5.1, the *customer* must inform the *distributor* or the *customer's retailer* if the person for whom the life support machine is required vacates the *supply address* or no longer requires the life support machine. The *distributor* may then cancel the registration of the *supply address* as a life support machine *supply address*.

7 GUARANTEED SERVICE LEVELS

7.1 Appointments

Where the *distributor* makes an appointment with the *customer*, if the *distributor* is more than 15 minutes late for the appointment, the *distributor* must pay the *customer* \$20.

7.2 Failure to supply

Where the *distributor* does not *supply* electricity to the *customer's supply address* on the day agreed with the *customer*, the *distributor* must pay to the *customer* \$50 for each day that it is late, up to a maximum of \$250.

7.3 Supply restoration and low reliability payments

7.3.1 The *distributor* must make a *supply restoration payment* of \$80 to the *customer* for each *interruption* in the *supply* of electricity to the *customer's supply address* which is not restored within 12 hours of the *interruption* first starting.

7.3.2 The *distributor* must make a low reliability payment of \$80 to:

- (a) the *customer* if it is *supplied* electricity through a *short rural feeder* or a *long rural feeder* and experiences more than 15 *interruptions*; and
- (b) if the *customer* is not *supplied* electricity through a *short rural feeder* or a *long rural feeder* and experiences more than 9 *interruptions*,

in the *supply* of electricity to the *customer's supply address* in any calendar year.

7.3.3 Despite clauses 7.3.1 and 7.3.2:

- (a) a *supply restoration payment* is not required to be made by the *distributor*:
 - (i) for a planned *interruption* effected with the prior agreement of the *customer*; or

- (ii) for an unplanned *interruption* which is not restored within the time specified in clause 6.3.1 at the request of the *customer*.
- (b) a planned *interruption* requested by the *customer* is not to be counted in determining whether a *low reliability payment* must be made by the *distributor*;
- (c) *momentary interruptions* are not to be counted in determining whether a *supply restoration payment* or a *low reliability payment* must be made by the *distributor*; and
- (d) in the 2001 calendar year *supply restoration payments* and *low reliability payments* are only required to be made to *customers* using less than 40MWh per annum and in subsequent calendar years only to *customers* using less than 160MWh per annum.

7.3.4 Also despite clauses 7.3.1 and 7.3.2, on application from the *distributor* the *Commission* will excuse the *distributor* from making a *supply restoration payment* or a *low reliability payment* if the *Commission* is satisfied that the obligation to make the payment arises from an *interruption* which relates to:

- (a) *load* shedding due to a shortfall in generation;
- (b) a failure of the shared transmission network;
- (c) a failure of a *transmission connection*, but only to the extent that the *interruption* is not due to inadequate planning of *transmission connections*; and
- (d) widespread *supply interruptions* due to rare events which are not reasonably able to be foreseen, but only to the extent that the *distributor* is not reasonably able to mitigate the impact of such *interruptions* on *customers*.

7.4 Time for payment

Any payments required to be made by the *distributor* to the *customer* under this clause 7 must be paid by the *distributor* as soon as practicable after the obligation arises under clauses 7.1, 7.2 or 7.3.

8 ACCESS

- 8.1 The *customer* must provide safe, 24-hour, convenient and unhindered access to its meter.
- 8.2 The *distributor* must use its best endeavours to access the *customer's* premises at a reasonably convenient time.
- 8.3 The *distributor* may access the *supply address* for any reason related to this *contract*, including to:
 - (a) read or inspect the meter;
 - (b) *connect* or *disconnect* the *supply*;
 - (c) test or inspect the *electrical installation*;
 - (d) clear vegetation from lines; or
 - (e) undertake maintenance or repairs.
- 8.4 The *distributor* representatives must wear or carry official identification and must show it to the *customer* upon request.

9 PROVISION OF INFORMATION

9.1 Distributor's obligations

- 9.1.1 The *distributor* must provide information about its targets under clause 6.1 to the *customer* or a *retailer* on request.

- 9.1.2 The *distributor* must promptly provide a *customer charter* to the *customer* and the *Commission*:
- (a) on request; and
 - (b) at least once every 5 years,
- and to the *customer* at the time the *customer* is *connected* at the *customer's supply address*.
- 9.1.3 The *distributor's customer charter* must summarise all current rights, entitlements and obligations of the *distributor* and the *customer* relating to the *supply* of electricity, including:
- (a) the identity of the *distributor*; and
 - (b) the *distributor's* guaranteed service levels,
- and other aspects of their relationship under this *contract* and other applicable laws and codes.
- 9.1.4 On request by a *customer*, the *distributor* must give to a *customer* a copy of the *Electricity Distribution Code* (which, if so requested, must be a large print copy). The *distributor* may impose a charge (determined by reference to its *approved statement of charges*) for this. The *distributor* must also inform and provide an explanation in plain English to the *customer* of any amendment to the Electricity Distribution Code that materially effects the *customer's* rights, entitlements and obligations as soon as practicable after the *Electricity Distribution Code* is amended.
- 9.1.5 On request by the *customer* or by a *retailer* on behalf of the *customer*, the *distributor* must provide the *customer* with information on the *quality of supply* provided to that *customer*. That information must be provided free of charge and within 10 *business days* of the *customer's* request (unless it is not practical to provide the information within that time in which case the *distributor* must inform the *customer* within 10 *business days* of the steps it is taking to provide such information).
- 9.1.6 On request by the *customer* or by a *retailer* on behalf of the *customer*, the *distributor* must provide information on *reliability of supply* including where applicable an explanation for any *interruption* to *supply* (whether planned or unplanned) to the *customer's supply address*. If the *customer* requests that such information or explanation be in writing, it must be given in writing within 20 *business days* of the request.
- 9.1.7 If the *distributor* is required to undertake a specific test under clause 9.1.5 to determine the *customer's quality of supply*, the *distributor* may charge a fee for this service in accordance with its *approved statement of charges*.
- 9.1.8 If the results of the test under clause 9.1.7 show that the *distributor* is not complying with its obligations under this *contract*, it must:
- (a) take action in accordance with clause 11.2.1 of this *contract*; and
 - (b) refund any fee paid by the *customer* for the test.
- 9.1.9 On request by the *customer* or by a *retailer* on behalf of the *customer*, the *distributor* must provide the *customer* or the *customer's electrician* with reasonable information on the *distributor's* requirements in relation to any proposed new *electrical installation* of the *customer* or changes to the *customer's* existing *electrical installation*, including advice about *supply* extensions.
- 9.1.10 On request by the *customer* or by a *retailer* on behalf of the *customer*, a *distributor* must provide the *customer* with advice on:
- (a) the facilities required to protect the *distributor's* equipment;

- (b) how the *customer* should use the electricity *supplied* at the *customer's supply address* so that it does not interfere with the *distributor's distribution system* or with *supply* to any other *electrical installation*; and
- (c) where the customer may obtain a copy of the standards which are given force by the *Electricity Distribution Code*.

9.1.11 The *distributor* must provide access to multi-lingual services to meet the reasonable needs of its *customers*.

9.1.12 When *disconnecting* the *supply address* of the customer who is vacating or has vacated the *supply address*, a *distributor* must leave a document at the *supply address* informing any new occupant:

- (a) to whom the occupant must address any request to *connect* the *supply address*;
- (b) what the occupant's options are for entering into a contract for the sale of electricity with a *retailer*; and
- (c) a list of current *retailers*.

9.2 Customer's obligations

The *customer* must inform the *distributor* or its *retailer* as soon as practicable if there is any:

- (a) proposed change to wiring or plant or equipment in the *customer's electrical installation* which may affect the *quality* of the *supply* of electricity to any other person;
- (b) change to the major purpose for which the electricity is used at the *customer's supply address*;
- (c) change affecting access to the *distributor's* equipment located at the *customer's supply address*.
- (d) major change to the amount of electricity likely to be used by the *customer* at the *customer's supply address*.

9.3 Planning information

9.3.1 The *customer* or *retailer* must, on request from the *distributor*, provide details of *loads connected* or planned to be *connected* to the *distribution system* which are required for the purpose of the *distributor* planning its *distribution system*, including:

- (a) the location of *load* in the *distribution system*;
- (b) existing *loads*;
- (c) existing *load* profile;
- (d) changes in *load* scheduling;
- (e) planned outages;
- (f) forecasts of *load* growth;
- (g) anticipated new *loads*; and
- (h) anticipated *redundant loads*.

9.4 Confidentiality

9.4.1 The *distributor* to whom *confidential information* is provided:

- (a) must not disclose or give access to that *confidential information* to any person except as permitted by this *contract*; and
- (b) must only use or reproduce the *confidential information* for the purpose for which it was provided under this contract or a purpose permitted under this *contract*, or a purpose consented to by the discloser.

9.4.2 This clause 9.4 does not prevent:

- (a) (public domain): the disclosure, use or reproduction of information if the relevant information is at the time generally and publicly available other than as a result of breach of confidence by the *distributor* or a related body corporate (as defined by the **Corporations Act (Cth) 2001**) who wishes to disclose, use or reproduce the information or any person to whom the *distributor* has disclosed the information;
- (b) (employees and advisers): the disclosure of information to:
 - (i) an employee or officer of the *distributor* or a related body corporate (as defined in the **Corporations Act (Cth) 2001**) of the *distributor* subject to any relevant *guideline*; or
 - (ii) a legal or other professional adviser, auditor or other consultant of the *distributor*, which requires the information for the purposes of the *contract*, or for the purpose of advising the *distributor*, or for the purpose of planning or augmenting the *distribution system*;
- (c) (consent): disclosure, use or reproduction of information with the informed written consent of the person or persons who provided the relevant information under this *contract*;
- (d) (law): the disclosure, use or reproduction of information to the extent required by law or by a lawful requirement of:
 - (i) any government or governmental body, authority or agency having jurisdiction over the *distributor* or its related bodies corporate; or
 - (ii) any stock exchange having jurisdiction over the *distributor* or its related bodies corporate;
- (e) (disputes): the disclosure, use or reproduction of information if required in *connection* with legal proceedings, arbitration, expert determination or other dispute resolution mechanism, or for the purpose of advising a person in relation thereto;
- (f) (trivial): the disclosure, use or reproduction of information which is trivial in nature;
- (g) (safety): the disclosure of information if required to protect the safety of personnel or equipment;
- (h) (potential investment): the disclosure, use or reproduction of information by or on behalf of the *distributor* to the extent reasonably required in connection with the *distributor's* financing arrangements, investment in that *distributor* or a disposal of that distributor's assets;
- (i) (regulator): the disclosure of information to the ACCC or any other regulatory authority having jurisdiction over the *distributor*, pursuant to the **Electricity Distribution Code** or otherwise; or
- (j) (aggregate sum): the disclosure, use or reproduction of information as an unidentifiable component of an aggregate sum.

9.4.3 In the case of a disclosure under clause 9.4.2(b) or 9.4.2(h), prior to making the disclosure the *distributor* who wishes to make the disclosure must inform the proposed recipient of the confidentiality of the information and must take appropriate precautions to ensure that the recipient keeps information confidential in accordance with the provisions of this clause and does not use the information for any purpose other than that permitted under clause 9.3.

10 COMPLAINTS AND DISPUTE RESOLUTION

- 10.1.1 The *distributor* must handle a *complaint* by a *customer* in accordance with the relevant *Australian Standard* on Complaints Handling or the '*Benchmark for Industry Based Customer Dispute Resolution Schemes*' published by the Department of Industry, Science and Tourism. The *distributor* must include information on its *complaint* handling processes in the *distributor's customer charter*.
- 10.1.2 When the *distributor* responds to a *customer's complaint*, the *distributor* must inform the *customer*:
- (a) that the *customer* has a right to raise the *complaint* to a higher level within the *distributor's* management structure; and
 - (b) if, after raising the *complaint* to a higher level the *customer* is still not satisfied with the *distributor's* response, the *customer* has a right to refer the *complaint* to the Energy and Water Ombudsman (Victoria) Ltd. or other relevant external dispute resolution body. This information must be given in writing.
- 10.1.3 The *distributor* must include information about the Energy and Water Ombudsman (Victoria) Ltd. on any *disconnection* warning issued by the *distributor*.

11 NON-COMPLIANCE WITH THE CONTRACT

11.1 Distributor's obligation to remedy

If the *distributor* breaches this *contract*, the *distributor* must remedy that breach as soon as practicable.

11.2 Notification to customers

- 11.2.1 If the *distributor* becomes aware of its failure to comply with any obligation under this *contract*, which can reasonably be expected to have a material, adverse impact on a *customer*, it must:
- (a) notify the *customer* if the *customer* is likely to be adversely affected by the non-compliance within 5 *business days*;
 - (b) undertake an investigation of the non-compliance as soon as practicable but in any event within 20 *business days*; and
 - (c) advise the *customer* of the steps it is taking to comply.
- 11.2.2 If the *distributor* becomes aware of a breach of this *contract* by the *customer*, which is not of a trivial nature, the *distributor* must notify the *customer*, in writing and as far as possible using plain English, of:
- (a) details of the non-compliance and its implications, including any impact on the *distributor* and other *customers*;
 - (b) actions that the *customer* could take to remedy the non-compliance;
 - (c) a reasonable time period in which compliance must be demonstrated;
 - (d) any consequences of non-compliance; and
 - (e) the *distributor's* procedure for handling *complaints*.

11.3 Customer's obligation to remedy

The *customer* must use best endeavours to remedy any non-compliance with this *contract* within the time period specified in any notice of non-compliance sent by the *distributor* in accordance with clause 11.2.2.

12 DISCONNECTION OF SUPPLY

12.1 Non-compliance

The *distributor* may *disconnect supply* to the *customer's supply address* if:

- 12.1.1 the *customer* has not fulfilled an obligation to comply with this *contract* as notified under clause 11.2.2; and

12.1.2 the *distributor* has given the *customer* 5 *business days*' written notice of *disconnection* (such notice to be in addition to the notice referred to in clause 11.2.2); and

12.1.3 the *customer* fails to comply with the notice or enters into an arrangement to comply but fails to comply with that arrangement.

12.2 Health, safety or emergency

12.2.1 The *distributor* may disconnect *supply* to a *customer's supply address* if *supply* otherwise would potentially endanger or threaten to endanger the health or safety of any person or the environment or an element of the environment or if there is otherwise an *emergency*.

12.2.2 Except in the case of an *emergency*, or where there is a need to reduce the risk of fire or where relevant regulations require otherwise, the *distributor* must not *disconnect a customer's supply address* under clause 12.2.1 unless the *distributor* has:

- (a) given the *customer* written notice of the reason;
- (b) allowed the *customer* 5 *business days* from the *date of receipt* of the notice to eliminate the cause of the potential danger; and
- (c) at the expiration of those 5 *business days* given the *customer* by way of a written *disconnection* warning another 5 *business days* notice of its intention to *disconnect the customer* (the 5 business days is to be counted from the *date of receipt* of the notice).

12.3 Retailer's request

The *distributor* must *disconnect supply* to the *customer's supply address* if the *customer's retailer* has requested *disconnection*.

12.4 Customer's request

The *distributor* must *disconnect supply* to a *customer's supply address* if the *customer* has requested *disconnection* and must use best endeavours to *disconnect supply* in accordance with the *customer's* request.

12.5 Illegal supply

The *distributor* may *disconnect supply* to the *customer's supply address* immediately if:

- 12.5.1 the *supply* of electricity to the *customer's electrical installation* is used other than at the *customer's* premises;
- 12.5.2 the *customer* takes at the *customer's supply address* electricity supplied to another *supply address*;
- 12.5.3 the *customer* tampers with, or permits tampering with, the meter or associated equipment; or
- 12.5.4 the *customer* allows electricity *supplied* to the *customer's supply address* to bypass the meter.

12.6 No disconnection

12.6.1 The *distributor* must not *disconnect supply* to the *customer's supply address* except in the case of an *emergency* or under clause 12.5 or otherwise as agreed with a *customer*:

- (a) after 2 pm (for a *domestic customer*) or 3 pm (for a *business customer*) on a weekday; or
- (b) on a Friday, a weekend, *public holiday* or on the day before a *public holiday*.

12.6.2 Despite any other provision of this *contract*, the *distributor* must not *disconnect*

supply to the customer:

- (a) if the *customer's supply address* is registered as a life support machine *supply address* except in the case of an *emergency*; or
- (b) for non compliance under clause 12.1 if:
 - (i) the *customer* is a tenant and is unable to remedy the non-compliance as it is not the owner of the *supply address*, and has met the requirements of clause 1.4;
 - (ii) there is a dispute between the *customer* and the *distributor* which has been notified by the *customer* under clause 10 and is still being dealt with by the *distributor* under that clause, or is the subject of proceedings before the Energy and Water Ombudsman (Victoria) Ltd. or other relevant external disputes resolution body; or
- (c) if the *distributor* reasonably considers that *disconnecting supply* would be detrimental to the health or safety of any person.

13 RECONNECTION OF SUPPLY

13.1.1 If the *distributor* has *disconnected* the *customer* as a result of:

- (a) non-compliance with this *contract* under clause 12.1 and within 10 *business days* of *disconnection* the *customer* has remedied the non-compliance;
- (b) danger under clause 12.2.1 and within 10 *business days* of *disconnection* the *customer* has eliminated the cause of the danger; or
- (c) a request from a *retailer*,

on request by the *customer* or by a *retailer* on behalf of the *customer*, but subject to other applicable laws and codes and the *customer* paying any *reconnection* charge (determined by reference to its *approved statement of charges*), the *distributor* must *reconnect* the *customer*.

13.1.2 If the *customer*, or a *retailer* on behalf of a *customer* makes a request for *reconnection* under clause 13.1.1 to a *distributor*:

- (a) before 3 pm on a *business day*, the *distributor* must *reconnect* the *customer* on the day of the request; or
- (b) after 3 pm on a *business day*, the *distributor* must *reconnect* the *customer* on the next *business day* or if the request also is made before 9 pm and the *customer* pays any applicable additional after hours *reconnection* charge, on the day requested by the *customer* or *retailer*.

13.1.3 The *distributor* and the *customer* may agree that later times are to apply to the *distributor*.

14 OTHER RIGHTS AND OBLIGATIONS

This *contract* does not set out comprehensively all rights and obligations of the *distributor* and the *customer* relating to the *supply* of electricity to the *customer's supply address*. For information purposes, a list of relevant applicable laws and codes appears in Appendix 1.

For the avoidance of doubt, the *distributor* and the *customer* must comply with the *Electricity Customer Metering Code*.

15 ADDITIONAL DISTRIBUTION CHARGES

The *distributor* may only impose a charge where it is expressly provided for in a term or condition set out in the *distributor's distribution licence* (or regulatory instrument with which the *distributor* must comply by virtue of the licence) or in the *Electricity Distribution Code*.

16 LIABILITY

- 16.1** Subject to clause 16.4, the *distributor* is not liable for any failure to comply with this *contract* or the *Electricity Law* if,
- 16.1.1 the *distributor* is relieved from performance of, or liability in respect of, any of its obligations by the operation of section 117 of the *Act* or, section 78 of the *National Electricity Law* or any other provision of the *Electricity Law* (and, for the avoidance of doubt, nothing in this *contract* varies the operation of any such provision), or
- 16.1.2 the *distributor* is prevented from, or delayed in, performing any obligation by a *customer's* breach of this *contract* or the *Electricity Law* or subject to compliance with the *distributor's* relevant obligations under the *Distribution Code* by a *force majeure event*.
- Clauses 16.1.1 and 16.1.2 above are not exhaustive and do not limit or diminish other reasons why the *distributor* may not be liable to the *customer*.
- 16.2** Subject to clause 16.4, the *customer* is not liable for any failure to comply with this *contract* or the *Electricity Law* if the *customer* is prevented from, or delayed in, performing any obligation on the *customer* under the *Distribution Code* by a *force majeure event*.
- 16.3** To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this *contract* and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.
- 16.4** The *Trade Practices Act 1974* and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability the *distributor* has to the *customer* under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:
- 16.4.1 in the case of goods, the supply of equivalent goods or paying the *customer* the cost of acquiring equivalent goods (at the *distributor's* option); and
- 16.4.2 in the case of services, supplying the services again or paying the *customer* the cost of acquiring equivalent services (at the *distributor's* option).
- 16.5** The *quality* and *reliability of supply* of electricity to the *customer's supply address* is subject to a variety of factors which may be beyond the *distributor's* control including but not limited to, for example, accidents and *emergencies*, weather conditions, vandalism, system demand, the technical limitations of the *distributor's* network and the acts of other persons, including *customers*, electricity *generators*, transmission companies and system controllers.
- The *customer* should also note that:
- (a) the *distributor* may interrupt or limit the *supply* of electricity to the *customer's supply address* in accordance with the *Electricity Law*; and
- (b) variations in *voltage* or frequency may cause damage, for example, to appliances or machines connected to the electricity *supply*.
- 16.6** A *business customer* must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the *business customer* which may result from poor quality or reliability of electricity *supply*.
- 17 INDEMNITY**
- The *customer* must indemnify the *distributor* for any loss or damage incurred by the *distributor* as a result of the *customer's* breach of this *contract* or its negligence to the maximum amount which the *distributor* is entitled to be compensated under the common law (including in equity) or statute for the *customer's* breach or negligence.

18 CONTRACTUAL FORCE MAJEURE

18.1 If, but for this clause 18, the *distributor* or the *customer* would commit a *force majeure breach* of this *contract*:

18.1.1. the obligations of the *distributor* or the *customer* under this *contract* are suspended to the extent to which they are affected by the *force majeure event* as long as the *force majeure event* continues; and

18.1.2. the *distributor* or the *customer* must give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

18.2 For the purposes of clause 18.1.2, if the effects of a *force majeure event* are widespread the *distributor* will be deemed to have given a *customer* prompt notice if it makes the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

18.3 The *distributor* may agree with the *customer* that the *distributor* is not to have the benefit of clause 18.1 in respect of any *force majeure event*.

18.4 The *distributor* or the *customer* claiming a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of the *force majeure event* as quickly as possible. However, this does not require the *distributor* or the *customer* to settle any industrial dispute in any way it does not want to.

18.5 Nothing in this clause 18 nor in any term or condition of this *contract* which is not inconsistent with this clause 18 varies or excludes the operation of section 117 of the *Act* or section 78 of the *National Electricity Law*.

19 GENERAL OBLIGATIONS

19.1 The governing law of this *contract* is the law of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

19.2 Notices may be in writing and given by hand, fax, mail or email.

The *customer's* notices to the *distributor* must be addressed to:

Company Secretary

CitiPower

Locked Bag 14031

Melbourne City Mail Centre 8001

Facsimile: (03) 9297 8956

Email: notices@citipower.com.au

19.3 Any provision of this *contract* which is invalid or unenforceable will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this *contract* are self-sustaining and capable of separate enforcements without regard to the read down or severed provision and continue to be valid and enforceable.

20 DEFINITIONS

In this *contract*:

+50% means 1.5 times the relevant *voltage*.

-100% means 0 *Volts*.

+20% means 1.2 times the relevant *voltage*.

+80% means 1.8 times the relevant *voltage*.

acceptable identification – in relation to:

- (a) a *domestic customer* includes one of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioners Concession Card, other current entitlement card issued by the Commonwealth or a birth certificate;

- (b) a **business customer** which is a sole trader or a partnership includes one of the forms of identification for a **domestic customer** for each of the individuals that conduct the business; or
- (c) a **business customer** which is a company, the company's Australian Company Number or Australian Business Number.

Act means the **Electricity Industry Act (Vic) 2000**.

active energy means the time integral for the product of **voltage** and the in-phase component of current flow.

active power means the rate at which **active energy** is **supplied**.

apparent power means the square root of the sum of the squares of the **active power** and the **reactive power**.

approved charges means the charges, maximum charges, pricing principles or pricing methodology that the **distributor** will apply for some services that are not subject to **network tariffs**, as set out in a statement by the **regulator**.

approved statement of charges has the same meaning as an approved statement within the meaning given to that term in the **distributor's distribution licence**.

augmentation in relation to the **transmission connection** assets or the **distributor's distribution system**, means the process of upgrading the **transmission connection** assets or the **distribution system** by replacing or enhancing existing plant and equipment or by adding new plant or equipment and includes modifying any of the **distributor's distribution fixed assets**.

Australian Standard or "AS" or "AS/NZ" means a standard published by Standards Australia.

avoided costs means the payment described in clause 6.7(i) of the **price determination**.

business day means a day, other than a Saturday or Sunday, or a **Public Holiday**.

business customer means a **customer** who is not a **domestic customer**.

CAIDI means the 'Customer Average Interruption Duration Index' which is the average time taken for **supply** to be restored to a **customer** when an unplanned **interruption** has occurred, calculated as the sum of the duration of each **customer interruption** (in minutes), divided by the total number of **customer interruptions** (**SAIDI** divided by **SAIFI**). Unless otherwise stated **CAIDI** excludes **momentary interruptions**.

CBD means a central business district.

CBD feeder means a **feeder supplying** Melbourne **CBD** as determined from zone substation coverage maps and as agreed by the **Commission**.

Certificate of Electrical Safety means a certificate of that name as required under the **Electrical Safety Act (Vic) 1998**.

Commission means the **Essential Services Commission** under the **Essential Services Commission Act (Vic) 2001**.

complaint means a written or verbal expression of dissatisfaction about an action, a proposed action, or a failure to act by the **distributor**, its employees or contractors. This includes failure by the **distributor** to observe its published practices or procedures.

confidential information means any information about the **customer** or information provided to the **distributor** under an obligation of confidence.

connect means the making and maintaining of contact between the electrical systems of two persons allowing the **supply** of electricity between those systems and includes **energisation** unless expressly excluded and **reconnect** has a corresponding meaning.

contract means this contract deemed to apply to the distributor and the customer.

customer, unless the context otherwise permits or requires, means any person whose **electrical installation** is **connected** to the **distributor's distribution system** or who may want to have its **electrical installation connected** to the **distributor's distribution system** and includes a **generator**.

customer charter means CitiPower's Distribution Customer Charter, which is a summary of rights, entitlements and obligations of the **distributor** and the **customer**.

date of receipt in relation to a notice given by the **distributor**, means:

- (a) if the **distributor** hands the notice, or sends a facsimile of the notice, to the **customer**, the date the **distributor** does so;
- (b) if the **distributor** leaves the notice at the **customer's supply address**, the date the **distributor** does so;
- (c) if the **distributor** gives the notice by post, a date 2 business days after the date the **distributor** posts the notice.

deemed distribution contract means this **contract** deemed to have been entered into between the **distributor** and each retail **customer** under section 40A(5) of the **Act**.

demand means the **active power** or **apparent power** consumed by the **customer** in respect of its **electrical installation** integrated over a fifteen or thirty minute period.

disconnect means the operation of switching equipment or other action to prevent the flow of electricity at a **point of supply**.

distributor means CitiPower Pty (ACN 064 651 056).

distribute in relation to electricity, means to distribute electricity using a **distribution system**.

distribution area means the area in which the **distributor** is licensed, or exempt from the requirement to hold a licence, to **distribute** and **supply** electricity under the **Act**.

distribution fixed assets means any fixed assets used by the **distributor** to **supply** electricity including those which have been allocated to the **distributor** by an allocation statement made under section 117 of the **Electricity Industry (Residual Provisions) Act (Vic) 1993** and dated 29 September 1993, even though they may be located in another **distributor's distribution area**.

distribution licence means a licence to **distribute** and **supply** electricity granted under the **Act**.

distribution losses means electrical energy losses incurred in **distributing** electricity over a **distribution system**.

distribution services means the **network services** and the provision and maintenance of the connection between the **distributor's** distribution system and the **customer's supply address**.

distribution system in relation to the **distributor**, means a system of electric lines and associated equipment (generally at nominal **voltage** levels of 66 kV or below) which that **distributor** is licensed to use to distribute electricity for supply under its **distribution licence** or exemption granted under the **Act**, excluding **public lighting assets**.

domestic customer means a **customer** who purchases electricity principally for personal, household or domestic use at the relevant **supply address**.

electrical installation means any electrical equipment at the **customer's** site that is **connected** to, but not part of, a **distribution system**.

electrician means:

- (a) an electrical mechanic licensed under the *Electricity Safety (Installations) Regulations 1999*; or
- (b) an electrical contractor registered under the *Electrical Safety (Installations) Regulations 1999*.

Electricity Customer Metering Code means the industry code of that name certified by the **Commission**, as amended or replaced from time to time.

Electricity Distribution Code means the industry code of that name certified by the **Commission**, as amended or replaced from time to time.

Electricity Law means:

- (a) the *Act*;
- (b) the **Electricity Distribution Code**;
- (c) the **Electricity Customer Metering Code** issued by the **regulator**;
- (d) the **distribution licence** issued to us by the **regulator**;
- (e) the **National Electricity Law**;
- (f) the **Electrical Safety Act (Vic) 1998**;
- (g) the **Essential Services Commission Act (Vic) 2001**;
- (h) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- (i) any other law, statute, regulation, proclamation, order, directions, code, tariffs, guideline or standard which can be enforced by law or by the **regulator**, **NEMMCO**, **VENCorp** or any other regulatory authority against electricity distributors or customers.

Electricity Retail Code means the Code of that name setting out terms and conditions relevant to **contracts** for the **supply** or sale of electricity determined by the **Commission** under the *Act* on 27 October 2000 certified by the **Commission**, or as amended or replaced from time to time.

Electricity System Code means the industry code of that name which is certified by the **Commission**, or as amended or replaced from time to time.

eligible means eligible under any relevant applicable law or code including any listed in Appendix 1.

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 which destroys or damages, or threatens to destroy or damage, any property.

energisation means the act of the insertion of a fuse or the operation of switching equipment which results in there being a non-zero **voltage** beyond a **point of supply**.

energy means active and reactive electrical energy.

excluded services means services that the **distributor** may provide in relation to the **customer's** electricity supply or **connection** or the **distribution system** and that are not subject to **network tariffs**.

feeder means an electric line and associated equipment at a normal **voltage** level between 6.6kV and 22kV which a **distributor** uses to **distribute** electricity.

force majeure breach means a breach by the **distributor** or the **customer** of this **contract** which, but for clause 18, the **distributor** or the **customer** would commit arising only through a **force majeure event**.

force majeure event means an event outside the reasonable control of the **distributor** or the **customer** (as the case may be).

generating unit means an electricity generator and related equipment essential to its operation, which together function as a single unit.

generation licence means a licence to generate electricity for **supply** and sale granted under the *Act*.

generator means a person who holds, or is exempt from holding, a **generation licence** under the *Act*.

GST means the goods and services tax imposed by the **A New Tax System (Goods and Services) Act 1999** and the related imposition acts.

guideline means a guideline published by the **Commission**.

IEC means the International Electrotechnical Commission, Switzerland.

IEEE means the Institute of Electrical and Electronic Engineers, New York.

impulse voltage means a wave of **voltage** which, without appreciable oscillations, rises rapidly to a maximum value and falls, usually less rapidly, to zero with small, if any, loops of opposite polarity.

interruption means the temporary unavailability of **supply** from the **distribution network** to a **customer**, but does not include **disconnection** under clause 12.

interval meter means a meter that is capable of recording **energy** consumption in intervals of 30 minutes or less.

long rural feeder means a **feeder**, which is not a **CBD feeder** or an **urban feeder**, with total length greater than 200 km.

low reliability payment means the payment described in clause 7.3.

load means a **customer's demand** for electricity at a **supply point**.

MAIFI means the 'Momentary Average Interruption Frequency Index' which is the total number of **momentary interruptions** that a **customer** could, on average, expect to experience in a year, calculated as the total number of **momentary interruptions**, divided by the total number of **connected customers** averaged over the year.

market customer has the meaning given to the term in the **NEC** (which at the date of this **contract** is "a **customer** who has classified any of its loads as a market load and who is also registered with NEMMCO as a Market Customer under Chapter 2" of the **NEC**).

maximum demand means the demand, which is made available by the **distributor** for use by a **customer** at a **supply point** in accordance with clause 4.14, and is the basis for setting demand charges to be paid by the **customer** to the **distributor** each billing period. The **maximum demand** for a **supply point** is always more than or equal to the minimum chargeable demand applicable to a **customer's network tariff**, if any.

metering code means the laws, codes or other regulatory instruments about metrology applicable to a particular **customer** which may include one or more of the:

- (a) **National Electricity Code**;
- (b) **Metrology Procedure**; and
- (c) **Electricity Customer Metering Code**.

momentary interruption means an **interruption** continuing for a period of less than one minute.

Metrology Procedure means the Victorian Electricity Supply Industry Metrology Procedure published under the **National Electricity Code** as amended from time to time.

National Electricity Code or **NEC** means the code of practice for the conduct of the National Electricity Market which is administered by the National Electrical Code Administrator (NECA).

National Electricity Law means the **National Electricity (Victoria) Act 1997** (including the National Electricity Law and the **National Electricity Code**).

NEMMCO means the National Electricity Market Management Company Limited ACN 072 010 327.

network services means the transportation and delivery of electricity to the **customer's supply address** using the **distributor's** distribution system and any other services included in the **distributor's network tariffs**.

network tariffs means the tariff or tariffs that the *distributor* is entitled to charge the *customer* for distributing electricity using the *distributor's distribution system*.

point of common coupling means the nearest point in a *distributor's distribution system* that *connection* is made between:

- (a) the *distributor's distribution system* and another *distributor's distribution system*; or
- (b) two or more *customers' electrical installations*.

point of supply

- (a) in relation to a low **voltage** electric line, means:
 - (i) in the case of an underground line (unless sub-paragraph (iii) applies), the point at which that line crosses the boundary of the land; and
 - (ii) in the case of an overhead line (unless sub-paragraph (iii) applies), the first point of **connection** of that line on the land, being either:
 - (A) if the line is carried onto the land by one or more poles, the first pole on the land carrying that line;
 - (B) if the line is **connected** directly to premises on that land, that **connection** to the premises; or
 - (C) if it is not possible to determine a point of **supply** in accordance with sub-paragraph (A) or (B), the point at which the line crosses the boundary of the land; and
 - (iii) in the case of a line **connected** to the *distributor's* assets, the point at which the line is **connected** to the *distributor's* assets; and
- (b) in relation to a high **voltage** electric line, means the point agreed between the relevant *distributor* and the *customer supplied* by that electric line.

power factor means the ratio of *active power* to *apparent power*.

price determination means the *Commission's* Electricity Distribution Price Determination 2001-2005 (as re-determined from time to time) or any other price determination in force.

public holiday means a public holiday appointed under the **Public Holidays Act 1993**.

public lighting assets means all assets of the *distributor* which are dedicated to the provision of public lighting including lamps, luminaries, mounting brackets and poles on which the fixtures are mounted, supply cables and control equipment (for example, photoelectric cells and control circuitry) but not including the *distributor's* protection equipment (for example, fuses and circuit breakers).

quality of supply means the measure of the ability of the *distribution system* to provide *supply* that meets the **voltage** quality requirements of this *contract*.

reactive energy means the time integral of the product of **voltage** and the out of phase component of current flow.

reactive power means the rate at which *reactive energy* is *supplied*.

regulator means the *Essential Services Commission* or an entity assuming the functions of that *Commission* in respect of electricity distribution.

reliability of supply means the measure of the ability of the *distribution system* to provide *supply* to the *customer*.

redundant load means a *load connected* to the *distribution system* that is planned to be permanently *disconnected*.

retailer means a person who holds, or is exempt from holding, a *retail licence* under the *Act*.

retail licence means a licence granted under the *Act* to sell electricity otherwise than through the wholesale electricity market.

rural area means an area **supplied** electricity by an electric line which:

- (a) forms part of a **distribution system**; and
- (b) is a single feeder the length of which measured from the relevant zone substation is at least 15 kms.

SAIDI means the 'System Average Interruption Duration Index' which is the total minutes, on average, that a **customer** could expect to be without electricity over a specific period of time, calculated as the sum of the duration of each **customer interruption** (in minutes), divided by the total number of **connected customers** averaged over the year.

SAIFI means the 'System Average Interruption Frequency Index' which is the number of occasions per year when each **customer** could, on average, expect to experience an unplanned **interruption**, calculated as the total number of **customer interruptions**, divided by the total number of **connected customers** averaged over the year. Unless otherwise stated, SAIFI excludes **momentary interruptions**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 1999, as revised, replaced or amended from time to time.

short rural feeder means a **feeder**, which is not a **CBD feeder** or an **urban feeder**, with total length less than 200 km.

supply in relation to electricity, means the delivery of electricity.

supply address means the address where the **customer** is being **supplied** with electricity.

supply point means the point where electricity being delivered to a **supply address** leaves the **distributor's distribution system**.

supply restoration payment means the payment described in clause 7.3.

system means the network for the generation, transmission and **distribution** of electricity in the eastern states of Australia.

system operator means a person who **NEMMCO** has appointed as its agent under Chapter 4 of the **National Electricity Code** and who is registered as a **system operator** with **NEMMCO** under Chapter 2 of the National Electricity Code.

total harmonic distortion means the ratio of the root-mean-square of the harmonic content to the root-mean-square of the fundamental quantity, expressed as a percent of the fundamental.

transmission connection means those parts of an electricity transmission network which are dedicated to the connection of **customers** at a single point, including transformers, associated switchgear and plant and equipment.

urban feeder means a **feeder**, which is not a **CBD feeder**, with load density greater than 0.3 MVA/km.

use of system agreement means an agreement between the **distributor** and a **retailer** in respect of the provision of certain services by the **distributor** to a **retailer** and the provision of certain services by the **retailer** to the **distributor**.

VENCorp means the Victorian Energy Networks Corporation established under Part 2A of the **Gas Industry Act (Vic) 1994**.

voltage means (except in the case of **impulse voltage**) the root mean square (RMS) of the phase to phase voltage.

wholesale market means the market for wholesale trading in electricity operated by **NEMMCO** under the **National Electricity Code**.

21 INTERPRETATION

- 21.1 In deciding whether a person has used best endeavours, regard will be had to all relevant factors including whether the person has acted in good faith and has done what is reasonably necessary in the circumstances.

- 21.2** In this *contract*, a reference to a request or an agreement made by a *customer* includes a request or an agreement by an authorised agent or representative of the *customer*.
- 21.3** A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- 21.4** A reference to a clause or appendix is to a clause or appendix of this *contract*.

Appendix 1

Applicable laws and codes

- Acts:
 - * **Electricity Industry Act 2000.**
 - * **Electricity Safety Act 1998.**
 - * **Trade Practices Act 1974 (Cth).**
 - * **Fair Trading Act 1999.**
- Regulations made under those Acts:
 - * *Electricity Safety (Electric Line Clearance) Regulations 1999.*
 - * *Electricity Safety (Network Asset) Regulations 1999.*
 - * *Electricity Safety (Installation) Regulations 1999.*
- Orders in Council made under those Acts.
- Licences issued to *distributors* and *retailers* by the *Commission* under the **Electricity Industry Act 2000**.
- Codes:
 - * *Electricity Distribution Code.*
 - * *Electricity System Code.*
 - * *National Electricity Code.*
 - * *Electricity Retail Code.*
 - * *Electricity Customer Metering Code.*
 - * *Public Lighting Code.*
- Statements and guidelines (available from the *Commission*) published by the *Commission* under the *Act* or under section 12 of the **Essential Services Commission Act 2001**.
- Victorian Electricity Supply Industry Service and Installation Rules.

Dated 1 August 2002

JOHN MARSHALL
Managing Director
CitiPower Pty
