

## **SUMMARY OF ENERGIAUSTRALIA NETWORK'S STANDARD FORM CUSTOMER CONNECTION CONTRACT - OCTOBER 2001 (AS AT 30 NOVEMBER 2006)**

The following is a summary of the terms and conditions of EnergyAustralia Network's Standard Form Customer Connection Contract – October 2001 ("**Connection Contract**") as at 30 November 2006. It has been prepared for the purposes of clause 4 of the Market Operations (Arranged Connection Services) Rule (No 1 of 2001) (made under section 63C(g) and (j) of the Electricity Supply Act 1995 (NSW) ("**the Act**")).

This is a summary only and should not be relied upon as a substitute for reading the Connection Contract.

All references to "EnergyAustralia" or "EnergyAustralia Network" mean "EnergyAustralia Network" (operating as a licensed electricity distribution network service provider) unless otherwise specified.

### **1. TO WHICH ENERGIAUSTRALIA NETWORK CUSTOMERS DOES THE CONNECTION CONTRACT APPLY?**

The Connection Contract applies to any person (whether that person is a new customer or an existing customer of EnergyAustralia Network) who owns or occupies premises within EnergyAustralia Network's distribution district, provided that person:

- (a) is not entitled to be provided with Customer Connection Services under a wholesale market access regime; and
- (b) has not entered into a separate negotiated customer connection contract with EnergyAustralia Network.

### **2. WHAT DOES THE CONNECTION CONTRACT DO?**

The Connection Contract governs the terms and conditions upon which EnergyAustralia Network will provide a customer with:

- (a) Customer Connection Services;
  - (b) Miscellaneous Services and Monopoly Services; and
  - (c) any Customer Requested Relocation Services
- for a customer's premises located in EnergyAustralia Network's distribution district.

**Customer Connection Services** means any of the following services:

- (a) the connection of any premises to EnergyAustralia Network's distribution system;
- (b) an increase in the maximum capacity of any premises' existing connection to EnergyAustralia Network's distribution system; and
- (c) the maintenance of the capacity for electricity to be supplied to any premises from EnergyAustralia Network's distribution system.

**Miscellaneous Network Services** means the services identified as miscellaneous services and the services identified as monopoly services in the Electricity

Distribution Pricing determination by the Independent Pricing and Regulatory Tribunal dated June 2004 or any replacement determination.

**Customer Requested Relocation Services** means the removal or relocation of any service line at a customer's request.

### **3. WHEN DOES THE CONNECTION CONTRACT COMMENCE?**

If a customer's premises are already connected to EnergyAustralia Network's distribution system, the Connection Contract commenced on 1 October 2001 and each subsequent amendment to the Connection Contract takes effect from the date of the amendment.

If a customer applies (or someone applies on their behalf) for connection of the customer's premises at any time after 1 October 2001, the Connection Contract commences on the date of the customer's application for connection and each subsequent amendment to the Connection Contract takes effect from the date of that amendment.

### **4. WHEN DO THE CUSTOMER CONNECTION SERVICES COMMENCE?**

Provided a customer has complied with the pre-conditions set out in the Connection Contract (see below), the Customer Connection Services under the Connection Contract will commence:

- (a) on 1 October 2001, for premises already connected to EnergyAustralia Network's distribution system as at that date; or
- (b) on a date specified by EnergyAustralia Network, where those premises are (or are proposed to be) connected at any time after 1 October 2001.

### **5. SERVICE AND INSTALLATION REQUIREMENTS**

There are a number of requirements which must be met before EnergyAustralia Network is obliged to provide Customer Connection Services under a Connection Contract, including that:

- (a) the customer provide satisfactory proof that the customer owns or occupies the premises;
- (b) the customer provides any details required by EnergyAustralia Network of the electrical installation and electrical load for the customer's premises;
- (c) the customer has a customer supply contract for the customer's premises with a retail supplier;
- (d) where the customer is required to give security to EnergyAustralia Network, that security has been given; and
- (e) the customer's premises and the customer's connection to EnergyAustralia Network's distribution system comply with:
  - (i) the requirements set out in the Service & Installation Rules of NSW;

- (ii) the customer's responsibilities identified in EnergyAustralia Network's Customer Installation Safety Plan and Bush Fire Risk Management Plan;
- (iii) the National Electricity Rules, the Market Operation Rules and any applicable Metrology Procedures made under the National Electricity Rules or the Market Operations Rules; and
- (iv) any other reasonable requirements EnergyAustralia Network imposes including the execution of necessary easements and leases and, where required by EnergyAustralia, the preparation of an Installation Safety Management Plan.

The contract also requires the customer to ensure that:

- EnergyAustralia is provided with up to date information about the customer's electrical installation and electrical load and that the customer's premises and connection continue to comply with the requirements specified in (a) - (e) above.
- The customer's installation is maintained so that it operates safely and in accordance with the customer's responsibilities identified in EnergyAustralia's Customer Installation Safety Plan and Bush Fire Risk Management Plan.
- EnergyAustralia's authorised officers are provided with safe access to the customer's premises for any purposes relating to the supply of electricity.

## **6. REQUIREMENTS TO ENABLE CUSTOMER CONNECTION SERVICES TO BE PROVIDED AND AN ADEQUATE SUPPLY OF ELECTRICITY TO BE MADE**

The Act and the Connection Contract entitle EnergyAustralia Network to impose certain requirements upon a customer, to enable Customer Connection Services and an adequate supply of electricity to be made to the customer's premises, at the customer's own cost.

These include a customer installing, providing, using, housing or keeping safe certain apparatus and equipment to:

- (a) prevent or minimise adverse effects on the supply of electricity to other customers;
- (b) allow enough electricity to be supplied to meet the customer's requirements;
- (c) measure the quantity of electricity being supplied to the customer;
- (d) maintain safety; and
- (e) maintain the accuracy of the customer's electricity account.

## **7. WORK ON ENERGYAUSTRALIA NETWORK'S DISTRIBUTION SYSTEM**

A customer may be required to contribute towards the costs incurred or to be incurred by EnergyAustralia Network in extending or increasing the capacity of EnergyAustralia Network's distribution system to enable EnergyAustralia Network to provide Customer Connection Services to that customer. If EnergyAustralia Network requires a customer to make a contribution as noted above, that customer may choose whether EnergyAustralia Network (if EnergyAustralia Network is available to undertake the work) or a person accredited by EnergyAustralia Network undertakes the work.

## **8. FEEDING ELECTRICITY BACK INTO ENERGYAUSTRALIA NETWORK'S DISTRIBUTION SYSTEM**

A customer must not make a connection to EnergyAustralia Network's distribution system or change an existing connection, so that electricity produced at the customer's premises can flow back into EnergyAustralia Network's distribution system unless EnergyAustralia Network has first given its approval. EnergyAustralia may also require a customer to enter into a separate connection agreement if a generation unit is connected to its network.

## **9. CHARGES**

EnergyAustralia Network does not impose any separate charge upon a customer for providing Customer Connection Services under the Connection Contract. EnergyAustralia Network will, however, charge a customer for each miscellaneous service, monopoly service and Customer Requested Relocation Service provided to a customer. These charges are set out in pricing documents published by EnergyAustralia Network from time to time, and are currently set out in EnergyAustralia Network publication "ES 5 Charges for Network Miscellaneous & Monopoly Services".

EnergyAustralia Network also imposes network use of system charges for the use of its distribution system. These are usually imposed on a customer's retailer, but EnergyAustralia Network reserves the right to bill them directly to a customer (except to the extent that doing so would be contrary to any obligations imposed on EnergyAustralia Network under the National Electricity Rules or the Market Operations Rules). Where a customer is separately liable under a customer supply contract to pay the customer's retail supplier for any services provided under the Connection Contract (at the charges provided for in the Connection Contract), the customer will not be liable to pay EnergyAustralia Network for those services under the Connection Contract. The customer must, however, provide EnergyAustralia Network with all information and assistance reasonably required by EnergyAustralia Network to ensure that the customer's retail supplier passes on all payments made by the customer to EnergyAustralia Network. Where the customer is not separately liable to pay the customer's retail supplier as outlined above, the customer will be liable to pay EnergyAustralia Network for services provided to the customer under the Connection Contract in accordance with any bills issued to the customer under the Connection Contract.

## **10. BILLS**

### **10.1 Issuing bills**

EnergyAustralia Network may issue a customer with a bill for any services provided under the Connection Contract at any time, however bills are usually issued immediately before, or after the services are provided to the customer.

EnergyAustralia Network may issue a customer with a bill for network use of system charges incurred in respect of electricity supplied to the customer's premises by the

customer's retail supplier at any time on or after the electricity is supplied to the customer.

## **10.2 Paying bills**

A customer will only be required to pay charges included in a bill if that charge, or the basis for calculating that charge, is set out in an EnergyAustralia Network pricing publications such as EnergyAustralia Network's publications "ES 5 Charges for Network Miscellaneous & Monopoly Services" or "Network Price List".

The customer must pay by the date shown on the bill.

## **10.3 If a customer doesn't pay on time**

If a customer does not pay a bill on time in full, EnergyAustralia Network may require the customer:

(a) to pay interest on the amount outstanding; and (b) to pay EnergyAustralia Network's actual costs of recovering amounts the customer owes.

This right does not affect EnergyAustralia Network's right to disconnect the customer's premises.

The interest rate will not exceed the rate prescribed under section 101(2) of the *Civil Procedure Act 2005 (NSW)* for payment of interest on a judgment debt and will start accruing the day the payment is due.

## **11. SECURITY FOR PAYMENT**

EnergyAustralia Network may require a customer, at any time, to provide security, top-up security, or additional security in certain circumstances, and in accordance with any relevant determination by the Independent Pricing and Regulatory Tribunal ("IPART"). The Connection Contract sets out the form and amount of security EnergyAustralia Network may request, when EnergyAustralia Network may use the security and when the security may be returned to the customer.

## **12. GUARANTEED CUSTOMER SERVICE STANDARDS**

Under the Connection Contract, EnergyAustralia Network undertakes to meet guaranteed customer service standards relating to:

- (a) providing a customer with Customer Connection Services by any agreed date;
- (b) giving a customer notice before EnergyAustralia Network interrupts the supply of electricity to a customer's premises;
- (c) repairing faulty street lighting where EnergyAustralia Network is required to do so;
- (d) punctuality in keeping appointments;
- (e) giving a customer notice before EnergyAustralia Network disconnects that customer's premises;
- (f) providing a customer with notice after EnergyAustralia Network has disconnected that customer's premises;
- (g) providing a telephone service for customer queries; and

(h) connecting a new customer's premises to EnergyAustralia Network's distribution system within certain time periods.

### **13. OTHER STANDARDS OF SERVICE ENERGIAUSTRALIA NETWORK WILL COMPLY WITH**

Under the Connection Contract, EnergyAustralia Network proposes to provide minimum standards of service relating to:

- (a) quality of services;
- (b) reliability of services;
- (c) response times to a customer's problem or enquiry;
- (d) commencement of work requested;
- (e) commencement of work to remedy a disruption to a service;
- (f) notice of work that will disrupt a service; and
- (g) payment of compensation arising under guaranteed customer service standards.

### **14. AVAILABILITY OF AND INTERRUPTIONS TO SUPPLY**

EnergyAustralia Network does not supply electricity to the customer under the Connection Contract. The customer's retail supplier is contractually responsible for supplying electricity to the customer under a customer supply contract. The customer's retail supplier supplies electricity to the customer through EnergyAustralia Network's distribution system. If EnergyAustralia is also the customer's retail supplier, then EnergyAustralia supply obligations are governed by EnergyAustralia's separate customer supply contract with the customer and not by the Connection Contract.

The supply of electricity by the customer's retail supplier through EnergyAustralia Network's distribution system may not be continuous and may be subject to fluctuations, distortions (in voltage, wave or frequency) or interruptions due to other factors such as power system security and system operations requirements.

In addition to the factors referred to above, EnergyAustralia Network may also interrupt the supply of electricity to a customer's premises for any of the following purposes:

- (a) inspecting, testing, repairing, replacing, adjusting or removing equipment installed or used for the purposes of the Connection Contract;
- (b) maintaining the safe and efficient operation of EnergyAustralia Network's distribution system;
- (c) to comply with power system security and system operation requirements imposed by the National Electricity Rules; and
- (d) to deal with an emergency, which includes (but is not limited to) excess load in EnergyAustralia Network's distribution system or a reduction in supply available from the transmission system.

If supply continuity and consistency are important to a customer then the customer should bring this to the attention of the customer's retail supplier, consider relevant EnergyAustralia Network publications such as Electricity Network Operation Standards

and obtain advice from appropriately qualified persons about any options available to the customer to achieve higher levels of supply continuity.

## **15. DISCONNECTING A CUSTOMER'S PREMISES**

EnergyAustralia Network may refuse to connect a customer's premises to its distribution system or disconnect a customer's premises from its distribution system (provided, in the case of disconnection, that EnergyAustralia Network (or the customer's retail supplier) has fulfilled certain obligations placed on it in relation to disconnection) if any of the following happen:

- (a) security required is not provided by the customer;
- (b) the customer does not pay what the customer owes when the customer is supposed to pay;
- (c) the customer does not give one of EnergyAustralia Network's authorised officers access to the premises when the customer is supposed to under the Connection Contract or under the Act or Regulation or the Electricity (Consumer Safety) Act 2004;
- (d) the customer or someone acting with the customer's authority obstructs one of EnergyAustralia Network's authorised officers who is carrying out his or her functions under the Act or Regulation or the Electricity (Consumer Safety) Act 2004;
- (e) the customer breaches the Connection Contract;
- (f) the customer no longer has a customer supply contract for the customer's premises or the customer has vacated the premises; or
- (g) the customer's retail supplier tells EnergyAustralia Network that, under the customer's customer supply contract, electricity supply to the customer's premises is to be discontinued.

A customer may also request disconnection of the customer's premises from EnergyAustralia Network's distribution system.

## **16. LAST RESORT SUPPLY**

If last resort supply arrangements come into force in respect of the supply of electricity to a customer at the customer's premises, then EnergyAustralia Network (or any person nominated by EnergyAustralia Network) is authorised to transfer the customer to the customer's retailer of last resort and to take any other action necessary to implement or arrange those last resort supply arrangements.

**Last resort supply arrangement** means, for a customer, the retail supplier to whose retail supplier's licence a retailer of last resort's endorsement is attached for that customer (or for that category of customer, or for the supply district in which that customer's premises are located).

## **17. REVIEWING ENERGYAUSTRALIA NETWORK'S DECISIONS, CUSTOMER DISPUTES AND COMPLAINTS**

The Connection Contract sets out how a customer may seek to have a decision of EnergyAustralia Network reviewed by EnergyAustralia Network and how to have a complaint or dispute arising out of the Connection Contract referred to either the Energy and Water Ombudsman NSW (in the case of small retail customers) or for mediation (in the case of all other customers).

### **18. LIABILITY UNDER THE CONNECTION CONTRACT**

The Connection Contract sets out the extent to which EnergyAustralia Network's liability under the Connection Contract is limited, to the fullest extent permitted by law, including limiting EnergyAustralia Network's liability for:

- (a) breach by EnergyAustralia Network of any warranties implied by the Trade Practices Act;
- (b) any fluctuation or distortion or interruption to the supply (by the customer's retail supplier) of electricity to the customer's premises or from any such supply not being or remaining continuous;
- (c) any interruption to the supply of electricity by the customer's retail supplier to the customer's premises or the customer's retail supplier discontinuing supply of electricity to the customer's premises;
- (d) a person's use of electricity once it has passed the Supply Point to the customer's premises; and
- (e) performance of a systems operation function under the National Electricity Law by EnergyAustralia Network.

All consequential losses are also expressly excluded and liability for any other losses (not separately excluded as outlined under paragraph 18(a) to (e) above) is capped at \$5,000 for all claims the customer makes in any one calendar year.

### **19. CUSTOMER INFORMATION**

Information about a customer may only be disclosed by EnergyAustralia Network to another person in circumstances where:

- (a) the disclosure is in connection with EnergyAustralia Network verifying the credit worthiness of the customer;
- (b) the disclosure is to any party engaged by EnergyAustralia Network to recover amounts that the customer owes under the Connection Contract;
- (c) the disclosure is reasonably required for EnergyAustralia Network to carry out its responsibilities or exercise its rights under the Connection Contract;
- (d) the disclosure is to a related body corporate or business group of EnergyAustralia Network or any party appointed to assist EnergyAustralia Network in carrying out its business;
- (e) the disclosure is for the purposes of any national electricity market process or system operating under the National Electricity Rules, the market operations rules or any regulation or any statutory instrument (including, without limitation, registration or transfer of registration of a Registered Participant as a person who is financially responsible for any customer Supply Point or the settlement of transactions or payments under the National Electricity Rules);

- (f) the customer agrees; or
- (g) the law requires that disclosure.

## **20. EXEMPT PERSON**

If a customer is an exempt person then the customer must adopt and comply with any reasonable standards determined by EnergyAustralia Network for the safe and efficient connection (whether direct or indirect) of:

- (a) any infrastructure system owned or controlled by the customer to EnergyAustralia Network's distribution system; and
- (b) any infrastructure system to any distribution system owned or controlled by the customer.

**Exempt person** means a person who:

- (a) owns or controls a distribution system and who is exempt by regulation from the operation of section 13 of the Act; or
- (b) has arrangements for the supply of electricity which are exempt by regulation from the operation of section 98 of the Act, due to the electricity being generated by means of one or more generating systems specified in the Regulation.