

Ergon Energy Network and Energex

Customer Charter for Large Customers





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What is the Customer Charter for Large Customers

This Customer Charter sets out our commitment to our large customers. It provides you with information about your electricity connection contract with Ergon Energy Corporation Limited (Ergon Energy Network) or Energex Limited (Energex). That is, information on our respective rights and obligations on a range of issues relating to the provision of customer connection services and other services we may provide to you.

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

Who is this Customer Charter for?

This Customer Charter is for large customers that we supply electricity to under a Deemed Standard Connection Contract.

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

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

More information can be found on our websites, look for the below pages:

Ergon Energy Network:

- Residential & Commercial Connections
- Major Business Connections

Energex:

- Residential & Commercial Connections
- Major Business Connections.

What do we do for you?

Ergon Energy Network distributes electricity to customers in regional Queensland, with Energex distributing electricity to customers in South-East Queensland. Together, we manage the electricity network throughout Queensland and are responsible for the safe delivery of reliable electricity to you. This means we own and operate the electricity poles and wires and other electricity infrastructure, such as sub-stations, that supply your electricity.

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

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

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



Other useful information

A range of other useful information is available on our websites or on request, including:

- A description of how to read a meter and check its reliability,
- Information on electrical safety, including safety switches and vegetation control,
- Information on your responsibility for any overhead or underground lines that are owned, or are to be owned, by you,
- Our connection standards, instructions and other technical requirements, and
- The prospect of voltage fluctuations (for example, power surges, spikes, blackouts, and brownouts) and preventative measures you can take.

Do you have any questions?

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

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

Complaints

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

We are committed to providing an effective complaint handling system whereby complaints are dealt with in an equitable, objective, and unbiased manner. Our complaint handling system is aligned with AS/NZS 10002:2022 Guidelines for Complaint Management in Organisations.

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

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

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

Information collection

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

Refer to the Contact Us section at the end of this document for details.



Our service promise to you

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

We'll put you, our customer, first

In doing so, we will:

- Make it easy for you to contact us,
- Be courteous, friendly, and professional,
- Listen and respond to your needs and concerns,
- · Respect your privacy, and
- Use plain language in all our communications with you.

Calling us

When you call us, we will:

- · Identify ourselves on answering your call, and
- Aim to transfer you only once if your enquiry requires specialist attention, or
- Arrange for the correct person to return your call within a certain time, or at a time convenient to you.

Writing to us

When you write, or email us, we will:

- Acknowledge your correspondence,
- Let you know who is dealing with your enquiry, and
- Aim to respond to your enquiry within ten (10) business days.

Access for all

We will:

- Ensure our services are accessible to people with vision or hearing impairments, and
- Provide free access to translation and interpreting services.

Quick and easy connections

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

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





Safer and more reliable electricity supply

We're committed to providing a safe and reliable supply of electricity to your premises. However, no network is outage-proof. Sometimes interruptions occur because of factors beyond our control, such as severe weather events or vehicle accidents.

What we can promise is that our crews are on-call 24/7 to respond to unplanned outages and we will keep you informed as they work to safely restore your supply as soon as practically possible.

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

Except in emergencies or where a shorter timeframe is agreed by you, if we need to carry out work that requires us to interrupt your electricity supply, we'll notify you at least four (4) business days in advance, by either mail, letterbox drop, newspaper, press advertisement or other appropriate means. The notice will advise the expected date, time, and duration of the planned interruption and provide a 24-hour telephone number for enquiries.

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

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

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

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



Rights and obligations

When will the power come back on? How you can find out

To keep you informed of electricity supply interruptions, we have a 24-hour faults service and an Outage Finder tool on our website. You can obtain information on the time and cause (if known) of the power interruption, as well as the location and the estimated restoration time. We update this information as it is received from our field crews.

- Ergon Energy Network Call 13 22 96 or search 'Outage Finder' on the website, and
- Energex 13 62 62 or search 'Outage finder' on the website.

We also use social media and media to keep customers informed about major outages caused by severe weather events.

Listening to your feedback

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

- Strive to understand your views and priorities,
- Review your feedback when making business decisions,
- Keep you informed with up-to-date and accurate information about us and our services, and
- Monitor our performance and service level throughout the year to ensure we are meeting your needs.

Resolving complaints quickly

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

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

We will always try to resolve your complaint promptly. If that's not possible, we'll make every effort to resolve the matter within ten (10) business days.

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

Our Complaints Management Policy can also be found on our websites, via search or by <u>click here</u>. This policy is aligned to the guiding principles outlined in AS/NZS ISO 10002:2022.



The contract between us

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

This includes providing, installing and maintaining equipment for the provision of customer connection services at your premises. Our obligations extend up to the connection point from our Distribution Network to your premises only. Our Connection Policy provides further details on typical connection arrangements, which can be found on our websites via the links below.

Ergon Energy Network:

• Connection Policy 2020-2025

Energex:

• Connection Policy 2020-2025

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

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

- Where a new connection needs to be established or an existing connection altered, your connection application must not be for a rate more than the maximum capacity of the connection to our distribution network,
- Complying with a requirement by us for a reasonable advance payment, a reasonable security or agreement for security, or a capital contribution towards our costs incurred, or to be incurred, in extending or increasing the capacity of our Distribution Network to supply you with electricity, as per a new connection or an existing connection alteration request,

- If the premises had been disconnected, that we are reasonably satisfied that the matter that caused the disconnection has been rectified,
- That you will provide and maintain space, equipment, access, facilities, or anything else required,
- That you have a retail contract with a retailer for the provision of customer retail services to the premises, and
- Applicable energy laws which may provide that an obligation does, or does not, apply.

When does the contract start?

The commencement date of the applicable Deemed Standard Connection Contract will depend on whether it is for a new connection, connection alteration or existing connection. Please refer to your Deemed Standard Connection Contract for further information.

In the case of a new connection or connection alteration, the Deemed Standard Connection Contract will start from the time your connection is energised.

If there is an existing connection, the Deemed Standard Connection Contract will start when you commence taking supply.

We will supply electricity through our Distribution Network to you at your premises under the terms and conditions of the Deemed Standard Connection Contract.

Ergon Energy Network:

• <u>Deemed Standard Connection Contract -</u> <u>Normal Meters</u>

Energex:

 <u>Deemed Standard Connection Contracts for Large Customers</u>





What your contract does not cover

- If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the requirements under the energy laws,
- The connection to our supply network of any new or altered generating plant at your premises will be a connection alteration that requires a connection application to be submitted prior to installation. Please note that depending on the terms of the applicable Deemed Standard Connection Contract, you may need to enter into a separate agreement with us for the interconnection of generating units with our supply network, and
- The provision of customer retail services to your premises. You will have a separate contract with your retailer that deals with the sale of electricity to your premises.





Network Charges

Type of network charges

The types of network charges that may be payable under your Deemed Standard Connection Contract include the amounts determined by us for standard control services and (if applicable) any alternative control services provided from time to time.

Standard control services charges are our network tariffs for:

- The distribution use of system charges for the use of our shared Distribution Network, and
- Any transmission use of system charges payable by us for the use of a Transmission Grid to which our network is connected.

Alternative control services charges are the charges, approved by the Australian Energy Regulator (AER), set out in our price list that:

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

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

Further information on our charges is available on our websites by searching 'Price List' or via the below links.

- Ergon Energy Network Price List
- Energex Price List.

Billing

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

In limited circumstances, we may agree to bill you directly for charges. If we are billing you directly, we may require you to provide a security deposit.



Your obligations

General obligations

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

Ergon Energy Network:

 <u>Deemed Standard Connection Contract</u> -Normal Meters

Energex:

 Deemed Standard Connection Contracts for Large Customers

Interruption to supply

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

Interruptions

We will notify you of a planned interruption at least four (4) business days in advance (unless a shorter time is agreed by you) by mail, letterbox drop, newspaper or press advertisement or other appropriate means. For work that we need to perform without delay to prevent, rectify or mitigate an emergency, we will provide you with whatever reasonable notice we are able to in the circumstances.

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

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

You must make your own assessment of your premises' requirements. Such as, whether you need to establish a back-up electricity supply for the premises or install equipment or systems to protect your facilities from interruptions to supply.

Your right to information

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



Disconnection

When we can disconnect

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

- Your retailer requests us to arrange disconnection and it has a right to do so under your retail contract,
- You refuse or fail to pay us following a request for a payment,
- You do not provide and maintain space, equipment, access, facilities, or anything else you must provide under applicable energy laws or your contract with us,
- You fail to give us or our authorised representatives safe access to your premises,
- There are health and safety reasons,
- There is an emergency,
- We are entitled to do so under any law or at the direction of State or Federal police, or other relevant authority,
- You provided false information to us or your retailer (in circumstances where you would not have been entitled to be connected if the false information had not been provided),
- You do any of the following, or fail to take reasonable steps to ensure others do not do any of the following:
 - Illegally use electricity supplied to the premises,
 - Interfere or allow interference with any of our equipment which is at the premises except as permitted by law,
 - Use the electricity supplied to the premises or any electrical equipment in a manner which unreasonably interferes with the connection or supply of electricity to another premises, or which causes damage or interference to any third party,
 - Allow customer connection services

- provided by us to be used other than in accordance with the Deemed Standard Connection Contract or by law, or
- Tamper with, or permit tampering with, any meters or associated equipment,
- We are billing you directly and you fail to pay a bill by a due date,
- We are entitled to require a security deposit from you and upon request, you do not provide a security deposit, or
- We are otherwise entitled under applicable energy laws to disconnect you.

Reconnection after disconnection

We will reconnect your premises where:

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

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

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





Ending your contract

Your Deemed Standard Connection Contract with us will end on the earliest date that one of the following occurs:

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

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



Definitions

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

Business customer means a customer who is not a Residential Customer.

Business Day means a day other than a Saturday, Sunday, or Public Holiday, unless otherwise defined in the applicable energy laws.

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

Deemed Standard Connection Contract

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

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

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

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

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

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

Electricity Distribution Network Code means the Electricity Distribution Network Code made under the Electricity Act.

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

Energex means Energex Limited ABN 40 078 849 055.

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

Ergon Energy Network means Ergon Energy Corporation Limited ABN 50 087 646 062.

Final Meter Reading means the last recording of actual electricity data for a customer when they vacate an address or change retailer.

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

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

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

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





Distribution Network means a system, or part of a system, of electric lines, substations, and associated equipment, other than a Transmission Grid, for supplying electricity to customers, whether or not generating plant is connected to it.

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

Us or We means either Ergon Energy Network and/or Energex.

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

How to contact us

General enquiries

8.30am - 4.30pm, Monday to Friday

Ergon Energy Network 13 74 66 Energex 13 12 53

Faults only

24 hours a day, 7 days a week

Ergon Energy Network 13 22 96 Energex 13 62 62

Life-threatening emergencies only

24 hours a day, 7 days a week

Triple Zero (000) or Ergon Energy Network 13 16 70 Energex 13 19 62

Websites

ergon.com.au/network

- <u>ergon.com.au/network/our-services/connections/residential-and-commercial-connections</u>
- ergon.com.au/network/our-services/connections/major-businessconnections.com.au/our-services/connections/major-businessconnections

energex.com.au

- energex.com.au/our-services/connections/residential-and-commercial-connections
- <u>energex.com.au/our-services/connections/major-business-</u>connections



