ELECTRICITY DISTRIBUTION CODE

January 2020
Version 10

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Revisions to this Code

<table>
<thead>
<tr>
<th>Version No.</th>
<th>Date</th>
<th>Nature of Amendment</th>
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</table>
| 3          | March 2008 | To implement the Commission’s final decision on the security of supply to the Melbourne central business district, the following:  
▪ new clauses have been inserted: 3.1A, 3.5.1(c), 3.5.3A  
▪ clauses have been amended: 3.1(c), 19 |
| 4          | August 2009| Insertion of clause 9.1.14 imposing an obligation on distributors to notify customers that they may be reassigned to a time of use tariff |
| 5          | April 2010 | To implement the Commission’s Review of Distributors’ Communications in Extreme Supply Events Final Decision, the following:  
▪ new clauses have been inserted: 5.6.3, 5.7, 8.2, 9.1.2A  
▪ clauses have been amended: 8 and 19 |
| 6          | January 2011| To implement the Commission’s Smart Meter Regulatory Review Final Decision, clause 6.3.4 has been amended |
| 6          | April 2011 | To implement the Commission’s Smart Meter Regulatory Review Final Decision:  
▪ the following clauses have been amended: 6.3.4, 12.3, 12.4, 13.1.2 and 19  
▪ clause 9.1.13.1 has been inserted |
<p>| 7          | May 2012   | Clause 13 is amended for the avoidance of doubt, to make explicit that a distributor is not obliged to reconnect a customer at any time unless the distributor reasonably believes that it can do so safely. |
| 8          | October 2014| To implement the Commission’s Harmonisation Project: Consequential Amendments to Victorian Energy Instruments – Final Decision Paper dated July 2014, the |</p>
<table>
<thead>
<tr>
<th>Date</th>
<th>Amended Clauses</th>
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<tr>
<td>December 2015</td>
<td>following clauses have been amended: 5.6.1, 9.1.14, 12.6.1, 12.6.2 and 19.</td>
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<td>9</td>
<td>To implement the Commission’s <em>Review of the Victorian Electricity Distributors’ Guaranteed Service Level payment scheme - Final Decision</em></td>
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<td>▪ the following clauses have been amended: 6.1.1, 6.2, 6.3.1, 6.3.2, 6.3.4, and</td>
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<td>▪ the definition of momentary interruption in section 19 has been amended.</td>
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<td>9A</td>
<td>August 2018</td>
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<td>To implement voltage variation measures in accordance with the Electricity Safety Act 1998, incorporating the Electricity Safety (Bushfire Mitigation) Regulations 2013:</td>
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<tr>
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<td>▪ clause 1.2 has been amended</td>
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<td>▪ clauses 3.5.1 (d) and 3.5.3B have been inserted</td>
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<td>▪ clause 4.2.2A has been inserted and clauses 4.2.2, 4.2.6 and 4.2.7 have been amended</td>
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<td>▪ clauses 9.1.14 has been inserted, and clauses 9.1.9 and 9.1.10 have been amended</td>
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<td>▪ clause 9.3.1 (i) has been inserted</td>
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<td>▪ clause 16 (c) has been amended</td>
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<td>▪ clause 19 contains new and amended definitions</td>
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<td>To strengthen protections for customers who need life support equipment:</td>
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<td>▪ clause 5.5 has been amended</td>
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<td>▪ clause 5.6 has been deleted</td>
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<td></td>
<td>▪ new clause 5A has been added</td>
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<td></td>
<td>▪ clause 19 contains new definitions</td>
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<td>▪ clause 21 has been added.</td>
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1. THIS CODE

1.1 Purpose

The purpose of this Code is to regulate the following activities so that they are undertaken in a safe, efficient and reliable manner:

(a) the distribution of electricity by a distributor for supply to its customers;
(b) the connection of a customer’s electrical installation to the distribution system;
(c) the connection of embedded generating units to the distribution system; and
(d) the transfer of electricity between distribution systems.

1.2 Date of effect

This Code took effect on 25 January 2010 with the exception of clauses 12.3(b) and (c), 12.4(b) and (c) and 13.1.2(c), which took effect on 1 April 2011. This Code replaces the Electricity Distribution Code published in February 2010, which took effect from 1 April 2010.

Version 9A amendments to this Code took effect on 20 August 2018.

Version 10 amendments to this Code will take effect on 3 February 2020, with the exception of clauses 21.2(1) and 21.3(1) which will take effect on 2 January 2020.

1.3 To whom and how this Code applies

1.3.1 Each distributor and each retailer must comply with this Code under its distribution licence or retail licence (as the case may be).

1.3.2 An embedded generator holding a generation licence must comply with this Code under its generation licence.

1.3.3 A person exempted from holding a generation licence must comply with the Code if a condition of the exemption requires the person to do so.

1.3.4 Each customer must comply with this Code to the extent that an obligation to do so is included as a term or condition in a contract for the supply of electricity by a distributor or the sale of electricity by a retailer, to the customer or in a deemed distribution contract.

1.3.5 A person who is exempt from holding a distribution licence must, if a condition of the exemption requires the person to comply with this Code, comply with this Code except for clauses 2.1.2, 2.2, 3.1(c), 3.2 to 3.5 (inclusive), 4.1, 4.2.6 to 4.2.7 (inclusive), 4.9, 5.1, 5.2, 5.4.1(a), 5.4.1(b), 5A.1 to 5A.7, 6.1 to 6.4 (inclusive), 7, 9.1.1 to 9.1.6 (inclusive), 9.1.11, 9.1.12, 9.2, 9.3, 10.1.2(b) and 15. To the extent that a person who is exempt from holding a distribution licence is a customer of another distributor, the person must comply with this Code as provided in clause 1.3.4.

1.3.6 An agreement for the distribution of electricity between an embedded generator and a distributor or an agreement for the sale of electricity between an embedded generator and a retailer must include a term obliging the embedded generator to comply with this Code.
1.4 Deemed compliance

1.4.1 Despite clause 1.3, a customer is deemed to comply with an obligation under this Code 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.

1.4.2 Where a breach of the Code by a distributor is found to be caused by a customer not complying with the Code, the distributor is deemed to have complied with the Code unless the distributor does not act in accordance with clause 11 to seek the customer’s compliance.

1.5 A tenant’s obligations

1.5.1 Where a domestic customer has been advised of non-compliance with this Code in accordance with clause 11.2.2 and is unable to remedy the non-compliance as they are not the owner for the supply address, the customer must use best endeavours to have the owner or other person responsible for the supply address fulfil the obligation.

1.5.2 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 Code.

1.6 Variation by written agreement

1.6.1 A distributor or a customer may seek a written agreement with the other party to expressly vary their respective rights and obligations under this Code.

1.6.2 If such an agreement is sought, the customer and the distributor must negotiate in good faith.

1.6.3 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.

1.6.4 Where such an agreement is entered into, this Code is deemed to apply to:

(a) that distributor in relation to that customer; and

(b) that customer in relation to that distributor,

as varied by the agreement.

1.7 Amendment

1.7.1 The Commission may amend this Code on its own initiative or in response to a proposal by a distributor, the Commission’s Customer Consultative Committee or other interested persons if it considers the amendment would better achieve the Commission’s objectives in the Essential Services Commission Act 2001 or the Act or any relevant statement of government policy.

1.7.2 The Commission will effect an amendment by applying the Commission’s common seal to a document detailing the amendment.

1.7.3 Unless the Commission is satisfied on reasonable grounds that an amendment is urgently required, the Commission will not amend this Code unless and until:
(a) all licensed distributors, all licensed retailers, the Commission’s Customer Consultative Committee and other interested persons have been given a reasonable opportunity to make representations to the Commission concerning the amendment; and

(b) those representations have been taken into account.

1.7.4 The date specified on the amendment must not be earlier than the date on which the amendment is made without prior agreement from all licensed distributors, all licensed retailers and the Commission’s Customer Consultative Committee.

1.7.5 The Commission will notify all licensed distributors, all licensed retailers, the Commission’s Customer Consultative Committee and other interested persons of any amendment the Commission makes to this Code.

1.8 Other applicable laws and codes

1.8.1 This Code does not set out comprehensively all rights and obligations of distributors, retailers, customers and embedded generators relating to the supply of electricity to a customer’s supply address or to or from an embedded generator’s supply address.

1.8.2 Deleted.
2. CONNECTION OF SUPPLY

2.1 Equipment

2.1.1 In respect of each supply address which is in a 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’s retailer is eligible to choose and chooses a different service provider to install a meter and associated equipment in accordance with the applicable metering code.

2.2 New connection

Subject to clauses 2.3.1 and 2.6.1, where a connection request has been made by a customer or a retailer on behalf of a customer, a distributor must use best endeavours to connect the customer at a 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 10 business days after the request.

2.3 No energisation

2.3.1 A distributor must not energise a customer’s supply address unless:

(a) a request to so do is made by:
   • a customer’s retailer;
   • a 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 Code or by law.

2.3.2 If a customer contacts a 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), a 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, a 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 3.3.2 and 3.3.3;

(d) the customer complying with reasonable technical requirements required by the distributor; and

(e) the customer providing acceptable identification.

2.6.2 Where a 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 **Good asset management**

**EXPLANATORY NOTE:** Clause 3.1 defines elements of good asset management which are designed to encourage innovation in the provision of distribution services and not prescribe distributors’ practices in detail. The Commission may, however, undertake detailed examination of a distributor’s practices if there is a substantial decline in the quality or reliability of supply, or evidence of a significant risk that such a decline may occur in the future when compared to the licensee’s historical performance and its performance targets.

A distributor must use best endeavours to:

(a) assess and record the nature, location, condition and performance of its distribution system assets;

(b) develop and implement plans for the acquisition, creation, maintenance, operation, refurbishment, repair and disposal of its distribution system assets and plans for the establishment and augmentation of transmission connections:

- to comply with the laws and other performance obligations which apply to the provision of distribution services including those contained in this Code;
- to minimise the risks associated with the failure or reduced performance of assets; and
- in a way which minimises costs to customers taking into account distribution losses; and

(c) develop, test or simulate and implement contingency plans (including where relevant plans to strengthen the security of supply) to deal with events which have a low probability of occurring, but are realistic and would have a substantial impact on customers.

3.1A **Melbourne CBD Security of Supply**

3.1A.1 Without limiting clause 3.1, the Melbourne CBD distributor must take steps to strengthen the security of supply in the Melbourne CBD in accordance with this clause 3.1A.

3.1A.2 A Melbourne CBD distributor must not more than 30 days after receiving a notice from the Commission, submit to the Commission a plan that:

(a) specifies strengthened security of supply objectives for the Melbourne CBD and a date or dates by which those objectives must be met;

(b) specifies the capital and other works proposed by the Melbourne CBD distributor in order to achieve the security of supply objectives for the Melbourne CBD that are specified in the plan; and

(c) meets the regulatory test.

3.1A.3 If the Commission:

(a) is satisfied that a plan submitted under clause 3.1A.2 meets the requirements of clause 3.1A.2, that plan shall be the CBD security of supply upgrade plan;
(b) is not satisfied that a plan submitted under clause 3.1A.2 meets the requirements of clause 3.1A.2, the Commission may require the **Melbourne CBD distributor** to submit a revised plan within a reasonable period advised by the Commission, in which case clause 3.1A.2 and this clause 3.1A.3 will apply to that revised plan.

3.1A.4 The **Melbourne CBD distributor** may amend the **CBD security of supply upgrade plan**:

(a) without the approval of the Commission if the amendment does not prejudice the achievement of the security of supply objectives, or result in a reduction of the standard of works, that are specified in the **CBD security of supply upgrade plan** in effect immediately before that amendment; or

(b) in any other case, only with the prior written approval of the Commission.

3.1A.5 The **Melbourne CBD distributor** must:

(a) carry out the capital and other works specified in the **CBD security of supply upgrade plan** in accordance with that plan;

(b) ensure that the Melbourne CBD distribution system meets the security of supply objectives specified in the **CBD security of supply upgrade plan** on and from the dates specified in the **CBD security of supply upgrade plan**; and

(c) otherwise implement the **CBD security of supply upgrade plan** in accordance with its terms.

3.2 **Customer’s electrical installation and equipment**

3.2.1 A **customer** must use best endeavours to ensure that:

(a) the **customer’s electrical installation** and any equipment within it:

   - complies with this Code; and
   - 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**.

3.2.2 A **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 the **customer’s** actions or equipment;

(b) not allow a **supply** of electricity to its **electrical installation** to be used other than at the **customer’s** premises nor **supply** electricity to any other person except in accordance with the **Act**;

(c) not take electricity **supplied** to another **supply address** at the **customer’s 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.

3.3 Distributor's equipment on customer premises

3.3.1 A 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.

3.3.2 Provided official identification is produced by the distributor's representatives on request, a 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:

- the inspection or testing of the customer's electrical installation for the purpose of assessing whether the customer is complying with this Code; or

- connecting, disconnecting or reconnecting supply,

and safe access to and within the customer's premises for the purposes described in this clause 3.3.2.

3.3.3 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.

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

3.4 Transmission Connection Planning Report

3.4.1 Together with each other distributor, a distributor must submit to the Commission a joint annual report called the ‘Transmission Connection Planning Report’ detailing how together all distributors plan to meet predicted demand for electricity supplied into their distribution networks from transmission connections over the following ten calendar years.

3.4.2 The report must include the following information:

(a) the historical and forecast demand from, and capacity of, each transmission connection;

(b) an assessment of the magnitude, probability and impact of loss of load for each transmission connection;

(c) each distributor's planning standards;

(d) a description of feasible options for meeting forecast demand at each transmission connection including opportunities for embedded generation.
and demand management and information on land acquisition where the possible options are constrained by land access or use issues;

(e) the availability of any contribution from each distributor including where feasible, an estimate of its size, which is available to embedded generators or customers to reduce forecast demand and defer or avoid augmentation of a transmission connection; and

(f) where a preferred option for meeting forecast demand has been identified, a description of that option, including its estimated cost, to a reasonable level of detail.

3.4.3 Each distributor must publish the Transmission Connection Planning Report on its website and, on request by a customer, provide the customer with a copy. The distributor may impose a charge (determined by reference to its approved statement of charges) for providing a customer with a copy of the report.

3.5 Distribution System Planning Report

3.5.1 A distributor must submit to the Commission an annual report called the ‘Distribution System Planning Report’ detailing how it plans over the following five calendar years:

(i) to meet predicted demand for electricity supplied through its subtransmission lines, zone substations and high voltage lines;

(ii) to improve reliability to its customers; and

(iii) in the case of the Melbourne CBD distributor only, to implement any CBD security of supply upgrade plan.

(iv) to install any plant, equipment or technology that may result in a REFCL condition.

3.5.2 In fulfilling the requirements of clause 3.5.1(a), the report must include the following information:

(a) the historical and forecast demand from, and capacity of, each zone substation;

(b) an assessment of the magnitude, probability and impact of loss of load for each subtransmission line and zone substation;

(c) the distributor’s planning standards;

(d) a description of feasible options for meeting forecast demand including opportunities for embedded generation and demand management;

(e) where a preferred option for meeting forecast demand has been identified, a reasonably detailed description of that option, including estimated costs; and

(f) the availability of contributions from the distributor to embedded generators or customers to reduce forecast demand and defer or avoid augmentation of the distributor’s distribution system.

3.5.3 In fulfilling the requirements of clause 3.5.1(b), the report must include the following information:

(a) a description of the nature, timing, cost and expected impact on performance of the distributor’s reliability improvement programs; and...
(b) an evaluation of the reliability improvement programs undertaken in the preceding year.

3.5.3A In fulfilling the requirements of clause 3.5.1(c) (if applicable), the report must include the following information:

(a) an outline of the capital and other works carried out in the preceding year in implementing the Melbourne CBD security of supply upgrade plan;

(b) an evaluation of whether the relevant security of supply objectives specified in the Melbourne CBD security of supply upgrade plan have been achieved in the preceding year; and

(c) an outline of the capital and other works connected with the security of supply objectives proposed to be carried out in the following 5 years.

3.5.3B In fulfilling the requirements of clause 3.5.1(d), the report must identify:

(a) the parts of the distribution system where the distributor has or intends to install a REFCL; and

(b) the parts of the distribution system where a REFCL condition may be experienced

3.5.4 Each distributor must publish the Distribution System Planning Report on its website and, on request by a customer, provide the customer with a copy. The distributor may impose a charge (determined by reference to its approved statement of charges) for providing a customer with a copy of the report.
4. QUALITY OF SUPPLY

4.1 Supply frequency

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

4.1.2 A 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, a 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) 230V;
(b) 400 V;
(c) 460 V;
(d) 6.6 kV;
(e) 11 kV;
(f) 22 kV; or
(g) 66 kV.

4.2.2 Subject to clause 4.2.2A, variations from the relevant standard nominal voltage listed in clause 4.2.1 may occur in accordance with Table 1.

<table>
<thead>
<tr>
<th>Voltage Level in kV</th>
<th>Voltage Range for Time Periods</th>
<th>Impulse Voltage</th>
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<tbody>
<tr>
<td></td>
<td>Steady State</td>
<td>Less than 1 minute</td>
</tr>
<tr>
<td>(a) 230V</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) 400 V</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) 460 V</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) 6.6 kV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) 11 kV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) 22 kV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) 66 kV</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.2.2A During the period in which a REFCL condition is experienced on the distribution system (including when a REFCL condition arises from the commissioning and testing of a REFCL):

(a) the Phase to Earth voltage variations in Table 1 of clause 4.2.2 do not apply; and

(b) the Phase to Phase voltage variations in Table 1A apply to that part of the 22kV distribution system experiencing the REFCL condition.

### Table 1A

<table>
<thead>
<tr>
<th>Voltage Level in kV</th>
<th>Voltage Range for Time Periods</th>
<th>Impulse Voltages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Steady State</td>
<td>Less than 1 minute</td>
</tr>
<tr>
<td>22</td>
<td>± 6% (± 10% rural areas)</td>
<td>± 10%</td>
</tr>
</tbody>
</table>

4.2.3 A distributor must control over voltage in accordance with IEC 60364-4-443.

4.2.4 A 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 A distributor may send, in accordance with IEC 1000-2-2, signals for the following:

(a) ripple control systems; or

(b) medium-frequency power-line carrier systems; or

(c) radio-frequency power-line carrier systems.
4.2.6 A 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 Table 1A; 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 and Table 1A 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 Code, a distributor must compensate any person whose property is damaged due to voltage variations outside the limits prescribed by Table 1 and Table 1A in accordance with any relevant guideline.

4.3 Power factor

4.3.1 A 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 ($R_{\text{max}}$) is used, then the customer’s allowable demand for reactive power ($Q_{\text{max}}$) is calculated using the formula $Q_{\text{max}} = R_{\text{max}} \times (1 - pf_{\text{min}}^2)^{1/2}$, where $pf_{\text{min}}$ 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 ($P_{\text{max}}$) is used, then the customer’s allowable demand for reactive power ($Q_{\text{max}}$) is calculated using the formula $Q_{\text{max}} = (P_{\text{max}}/pf_{\text{min}}) \times (1 - pf_{\text{min}}^2)^{1/2}$, where $pf_{\text{min}}$ 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, a 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 active or apparent power is at or more than 50% of the customer’s maximum demand.

Table 2

<table>
<thead>
<tr>
<th>Supply Voltage in kV</th>
<th>Power Factor Range for Customer Maximum Demand and Voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Up to 100 kVA</td>
</tr>
</tbody>
</table>

1. Clause 4.2.7 should be read in conjunction with clause 16(c) of this Code.
4.4 Harmonics

4.4.1 A 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

<table>
<thead>
<tr>
<th>Voltage at point of common coupling</th>
<th>Individual voltage harmonics</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total harmonic distortion</td>
</tr>
<tr>
<td></td>
<td>Odd</td>
</tr>
<tr>
<td></td>
<td>Even</td>
</tr>
<tr>
<td>&lt; 1 kV</td>
<td>5%</td>
</tr>
<tr>
<td>&gt; 1 kV and ≤ 66 kV</td>
<td>3%</td>
</tr>
</tbody>
</table>

4.4.2 Subject to clause 4.4.1, a distributor must comply with the IEEE Standard 519-1992 ‘Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems’.

4.4.3 A 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

<table>
<thead>
<tr>
<th>Isc/I_L</th>
<th>Maximum Harmonic Current Distortion in Percent of I_L</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Individual Harmonic Order “h” (Odd Harmonics)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11 ≤ h</td>
</tr>
<tr>
<td>11 ≤ h</td>
<td></td>
</tr>
<tr>
<td>&lt; 23</td>
<td></td>
</tr>
<tr>
<td>35 ≤ h</td>
<td></td>
</tr>
<tr>
<td>35 ≤ h</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Harmonic Distortion</td>
</tr>
</tbody>
</table>
### Inductive interference

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

### Negative sequence voltage

4.6.1 Subject to clause 4.6.2 a *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.

### Load balance

4.7.1 A *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.

### 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 61000.3.5:1998 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 61000.3.5:1998 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

Each distributor must monitor quality of supply in accordance with the principles applicable to good asset management as contemplated by clause 3.1.
5. RELIABILITY OF SUPPLY

5.1 Distributor’s targets

5.1.1 Before 31 December each year, a distributor must publish on its website, and in a newspaper circulating in the area in which its distribution system is located, its targets for reliability of supply for the following year.

5.1.2 As a minimum, these targets must include:

(a) for customers supplied from CBD feeders, urban feeders, short rural feeders and long rural feeders:
   • average minutes off supply per customer (SAIDI) due to planned interruptions;
   • average minutes off supply per customer (SAIDI) due to unplanned interruptions;
   • average number of unplanned interruptions per customer (SAIFI), excluding momentary interruptions;
   • average number of momentary interruptions per customer (MAIFI); and
   • average duration of unplanned interruptions (CAIDI); and

(b) estimates of the number of customers the distributor expects will be entitled to payments under clause 6.3.

5.2 Reliability of supply

A distributor must use best endeavours to meet targets required by the Price Determination and targets published under clause 5.1 and otherwise meet reasonable customer expectations of reliability of supply.

5.3 A distributor’s right to interrupt supply

A 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 AEMO 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 a customer.

5.4 Unplanned interruptions

5.4.1 In the case of an unplanned interruption or an emergency, a distributor must:
(a) within 30 minutes of being advised of the interruption or emergency, or otherwise as soon as practicable, make available, by way of a 24 hour telephone service and by way of frequently updated entries on a prominent part of its website, 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 customers 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.

5.4.2 Wherever reasonable and practicable, a distributor must provide prior information to customers who may be interrupted by load shedding.

5.5 Planned interruptions

5.5.1 In the case of a planned interruption:

(a) where no person residing at the supply address requires life support equipment, the distributor must provide each affected customer with at least 4 business days written notice of the interruption, in accordance with clause 5.5.2; or

(b) where a person residing at the supply address is registered as requiring life support equipment, the distributor must provide the affected customer with at least 4 business days written notice of the interruption, in accordance with clause 5.5.2, unless a longer period of notice is requested by the customer and provided that the longer period of notice:

(i) is reasonably necessary; and

(ii) can be accommodated by the distributor.

5.5.2 The notice must:

(a) specify the expected date, time and duration of the interruption; and

(b) include a 24 hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call for enquiries.

5.5.3 The distributor must use best endeavours to restore the customer’s supply as quickly as possible.

5.6 Deleted

5.7 Informing Government Departments

5.7.1 In a widespread supply event, a distributor must:

(a) inform the Victorian Department of Human Services and the Victorian Department of Health of the street address of any point of supply (unless the distributor is satisfied that it is a non-residential point of supply) immediately upon forming the view that a sustained interruption at that location will persist for more than 24 hours

(b) provide the information under subclause (a) to the Department:

- within 28 hours of a sustained interruption occurring and for every 12 hours thereafter until the sustained interruption has been resolved; and
• in a manner and format agreed from time to time between the Department and the distributor.

5A Life Support Equipment

5A.1 Requirement

5A.1.1 A distributor is required to perform its obligations under this clause 5A in a way that promotes the objective of this Clause.

5A.2 Objective

5A.2.2 The objective of this clause 5A is to ensure that persons who require life support equipment receive the full protections of the life support provisions from when they first advise their retailer or distributor that the premises require life support equipment. These protections apply until the premises is validly deregistered.

Note In addition to this clause 5A, this Code contains life support provisions for distributors in clauses 5.5 and 21.

5A.3 Registration of life support equipment

5A.3.1 Distributor obligations when advised by customer

When advised by a customer that a person residing or intending to reside at the customer’s supply address requires life support equipment, a distributor must:

(a) within one business day from being advised by the customer, register that a person residing or intending to reside at the customer’s supply address requires life support equipment and the date from which the life support equipment is required;

(b) determine whether the life support equipment is fuelled by both electricity and gas and, if it is, inform the customer that the customer should inform their gas retailer or distributor that a person residing or intending to reside at the customer’s supply address requires life support equipment;

(c) no later than 5 business days after receipt of advice from the customer, provide in writing to the customer, in plain English:

(i) a medical confirmation form;

(ii) information explaining that, if the customer fails to provide medical confirmation, the customer’s supply address may be deregistered and, if so, the customer will cease to receive the protections under this clause 5A;

(iii) advice that there may be distributor planned interruptions under clause 5.5 or unplanned interruptions under clause 5.4 to the supply at the address and that the distributor is required to notify them of a distributor planned interruption in accordance with clause 5.5.1

(iv) information to assist the customer to prepare a plan of action in the case of an unplanned interruption;

(v) an emergency telephone contact number for the distributor (the charge for which is no more than the cost of a local call);

(vi) advice that if the customer decides to change retailer at the supply address and a person residing at the customer’s supply address
continues to require life support equipment, the customer should advise their new retailer of the requirement for life support equipment;

(vii) information about the types of equipment that fall within the definition of life support equipment, and the additional information provided in Schedule 10 of the Energy Retail Code;

(viii) advice that the customer may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them;

(ix) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services; and

(d) notify the retailer (within one business day from being advised by the customer) that a person residing or intending to reside at the customer’s supply address requires life support equipment and the date from which the life support equipment is required.

5A.3.2 Distributor obligations when advised by retailer

(a) When notified by a retailer under clause 125(1)(d) of the Energy Retail Code, a distributor must (within one business day from being notified by the retailer) register that a person residing or intending to reside at the customer’s supply address requires life support equipment and the date from which the life support equipment is required.

(b) When notified by a retailer under clause 125(4)(b) of the Energy Retail Code, a distributor must (within one business day from being notified by the retailer) register that a person residing or intending to reside at the supply address of a customer of an exempt person requires life support equipment and the date from which the life support equipment is required.

5A.3.3 Content of medical confirmation form

A medical confirmation form must:

(a) be dated;

(b) state that completion and return of the form to the distributor will satisfy the requirement to provide medical confirmation under this Code;

(c) request the following information from the customer:

(i) supply address;

(ii) the date from which the customer requires supply of electricity at the supply address for the purposes of the life support equipment; and

(iii) medical confirmation;

(d) specify the types of equipment that fall within the definition of life support equipment;

(e) advise the date by which the customer must return the medical confirmation form to the distributor; and

(f) advise the customer they can request an extension of time to complete and return the medical confirmation form.
5A.4 Confirmation of supply address as requiring life support equipment

5A.4.1 Where a medical confirmation form is provided under clause 5A.3.1(c)(i) the distributor must:

(a) from the date of the medical confirmation form, give the customer a minimum of 50 business days to provide medical confirmation;

(b) provide the customer at least two written notices to remind the customer that the customer must provide medical confirmation (each a confirmation reminder notice);

(c) ensure the first confirmation reminder notice is provided no less than 15 business days from the date of issue of the medical confirmation form;

(d) ensure the second confirmation reminder notice is provided no less than 15 business days from the date of issue of the first confirmation reminder notice; and

(e) on request from a customer, give the customer at least one extension of time to provide medical confirmation. The extension must be a minimum of 25 business days.

5A.4.2 A confirmation reminder notice must:

(a) be dated;

(b) state the date by which the medical confirmation is required;

(c) specify the types of equipment that can fall within the definition of life support equipment; and

(d) advise the customer that:

(i) the customer must provide medical confirmation;

(ii) the supply address is temporarily registered as requiring life support equipment until the medical confirmation is received;

(iii) failure to provide medical confirmation may result in the supply address being deregistered; and

(iv) the customer can request an extension of time to provide medical confirmation.

5A.5 Ongoing distributor obligations

5A.5.1 Where a distributor is required to register a customer's supply address under clause 5A.3.1(a) or 5A.3.2, the distributor has the following ongoing obligations:

(a) within one business day from receipt, give the retailer relevant information about the life support equipment requirements for the customer's supply address (including when the customer provides medical confirmation to the distributor) and any relevant contact details for the purposes of updating the retailer's registration under clause 125(1)(a) and 125(3) of the Energy Retail Code, unless the relevant information was provided to the distributor by the retailer;

(b) when advised by a customer or retailer of any updates to the life support equipment requirements for the customer's supply address or any relevant
contact details, update the distributor’s registration, within one business day from receipt of the advice;

(c) except in the case of an interruption or emergency, not arrange for the disconnection of the supply address from the date the life support equipment will be required at the supply address; and

(d) in the case of an interruption that is a distributor planned interruption, comply with clause 5.5.1(b).

5A.5.2 In addition to the obligations specified in clause 5A.5.1, where a distributor is required to register a customer’s supply address under clause 5A.3.1(a), if the distributor becomes aware (including by way of notification in accordance with the Market Settlement and Transfer Solution Procedures) that the customer has subsequently transferred to another retailer (a new retailer) at that supply address, the distributor must notify the new retailer (within one business day from becoming aware) that a person residing at the customer’s supply address requires life support equipment.

5A.5.3 Where a distributor is required to register the supply address of a customer of an exempt person under clause 5A.3.2(b), the distributor has the following ongoing obligations:

(a) within one business day from receipt, give the retailer relevant information about the life support equipment requirements for the supply address of the customer of the exempt person and any relevant contact details for the purposes of updating the retailer’s registration under clause 125(4)(a) of the Energy Retail Code, unless the relevant information was provided to the distributor by the retailer;

(b) when advised by a retailer of any updates to the life support equipment requirements for the customer’s supply address or any relevant contact details, update the distributor’s registration, within one business day from receipt of the advice;

(c) except in the case of an interruption or emergency, not arrange for the disconnection of the supply address from the date the life support equipment will be required at the supply address; and

(d) in the case of an interruption that is a distributor planned interruption, comply with clause 5.5.1(b).

5A.6 Deregistration of supply address

5A.6.1 A distributor must not deregister a customer’s supply address except in the circumstances permitted under this clause 5A.6.

5A.6.2 If a customer’s supply address is deregistered by a distributor, the distributor must:

(a) within 5 business days of the date of deregistration, notify the retailer of the date of deregistration and reason for deregistration; and

(b) within one business day from deregistration, update its registrations under clause 5A.3.1(a) as required by clause 5A.7.

5A.6.3 If a distributor is notified by a retailer that:

(a) the retailer has deregistered a customer’s supply address under the Energy Retail Code; or
(b) the exempt person has deregistered a customer’s supply address under the Energy Retail Code;

the distributor must (within one business day from notification) update its registrations under clause 5A.3.2 as required by clause 5A.7.

5A.6.4 Cessation of distributor obligations after deregistration

(a) The distributor obligations under clause 5A.5 cease to apply in respect of a customer’s supply address once that customer’s supply address is validly deregistered.

5A.6.5 Deregistration where medical confirmation not provided

(a) Where a customer, whose supply address has been registered by a distributor under clause 5A.3.1(a) fails to provide medical confirmation, the distributor may deregister the customer’s supply address only when:

(i) the distributor has complied with the requirements under clause 5A.4;

(ii) the distributor has taken reasonable steps to contact the customer in connection with the customer’s failure to provide medical confirmation in one of the following ways:

1. in person;
2. by telephone; or
3. by electronic means;

(iii) the distributor has provided the customer with a deregistration notice no less than 15 business days from the date of issue of the second confirmation reminder notice issued under clause 5A.4.1; and

(iv) the customer has not provided medical confirmation before the date for deregistration specified in the deregistration notice.

(b) A deregistration notice must:

(i) be dated;

(ii) specify the date on which the customer’s supply address will be deregistered, which must be at least 15 business days from the date of the deregistration notice;

(iii) advise the customer the supply address will cease to be registered as requiring life support equipment unless medical confirmation is provided before the date for deregistration; and

(iv) advise the customer that the customer will no longer receive the protections under this Clause 5A when the supply address is deregistered.

(c) A distributor may deregister a customer’s supply address registered under clause 5A.3.2 after being notified by the retailer that the retailer has deregistered the customer’s supply address pursuant to clause 128(2)(a) of the Energy Retail Code.
5A.6.6 Deregistration where there is a change in the customer’s circumstances

Where a customer whose supply address has been registered by a distributor under clause 5A.3.1(a) or 5A.3.2 advises the distributor that the person for whom the life support equipment is required has vacated the supply address or no longer requires the life support equipment, the distributor may deregister the customer’s supply address on:

(a) the date specified in accordance with clause 5A.6.6(a)(i)(B) if:

(i) the distributor has provided written notification to the customer advising:

(A) that the customer’s supply address will be deregistered on the basis that the customer has advised the distributor that the person for whom the life support equipment is required has vacated the supply address or no longer requires the life support equipment;

(B) the date on which the customer’s supply address will be deregistered, which must be at least 15 business days from the date of that written notification;

(C) that the customer will no longer receive the protections under this clause 5A when the supply address is deregistered; and

(D) that the customer must contact the distributor prior to the date specified in accordance with clause 5A.6.6(a)(i)(B) if the person for whom the life support equipment is required has not vacated the supply address or requires the life support equipment; and

(ii) the customer has not contacted the distributor prior to the date specified in accordance with clause 5A.6.6(a)(i)(B) to advise that the person for whom the life support equipment is required has not vacated the supply address or requires the life support equipment; or

(b) a date that is less than 15 business days from the date of written notification if the customer or their authorised representative gives explicit informed consent to the supply address being deregistered on that date.

(c) Explicit informed consent is consent given by a customer to a distributor where:

(i) the distributor, or a person acting on behalf of the distributor, has clearly, fully and adequately disclosed in plain English all matters relevant to the consent of the customer, including each specific purpose or use of the consent; and

(ii) the customer gives the consent in accordance with subclause (d); and

(iii) the customer is competent to do so.

(d) Explicit informed consent requires the consent to be given by the customer:

(i) in writing signed by the customer; or

(ii) verbally, so long as the verbal consent is evidenced in such a way that it can be verified and made the subject of a record; or
(iii) by electronic communication generated by the customer.

(e) A distributor must create a record of each explicit informed consent required by clause 5A.6.6(d) and provided by a customer, and retain the record for at least 2 years.

(f) A distributor may deregister a customer’s supply address after being notified by the retailer that the retailer has deregistered the customer’s supply address pursuant to clause 128(2)(a) of the Energy Retail Code.

(g) A distributor may, at any time, request a customer whose supply address has been registered under clause 5A.3 to confirm whether the person for whom life support equipment is required still resides at the supply address or still requires life support equipment.

5A.6.7 Deregistration where there is a change in the customer's retailer

(a) Where a distributor has registered a customer’s supply address pursuant to clause 5A.3.2 and the distributor becomes aware (including by way of notification in accordance with the Market Settlement and Transfer Solution Procedures) that the customer has subsequently transferred to another retailer at that supply address, the distributor may deregister the customer's supply address on the date specified in accordance with clause 5A.6.7(a)(i)(B) if:

(i) the distributor has provided written notification to the customer advising:

(A) that the customer’s supply address will be deregistered;

(B) the date on which the customer’s supply address will be deregistered, which must be at least 15 business days from the date of that written notification;

(C) that the customer will no longer receive the protections under this Clause 5A when the supply address is deregistered; and

(D) that the customer must contact the distributor prior to the date specified in accordance with clause 5A.6.7(a)(i)(B) if a person residing at the customer’s supply address requires life support equipment; and

(ii) the customer has not contacted the distributor prior to the date specified in accordance with clause 5A.6.7(a)(i)(B) to advise that a person residing at the customer’s supply address requires life support equipment.

(b) Nothing in clause 5A.6.7(a) affects the operation of clause 5A.3.1(a) and 5A.3.2 following a customer’s transfer to the other retailer.

5A.7 Registration and deregistration details must be kept by distributors

5A.7.1 A distributor must:

(a) establish policies, systems and procedures for registering and deregistering a supply address as requiring life support equipment to facilitate compliance with the requirements in this clause 5A.
(b) ensure that life support equipment registration and deregistration details maintained in accordance with clauses 5A.3, 5A.4, 5A.5, and 5A.6 are kept up to date, including:

(i) the date when the customer requires supply of energy at the supply address for the purposes of the life support equipment;

(ii) when medical confirmation was received from the customer in respect of the supply address;

(iii) the date when the supply address is deregistered and the reason for deregistration; and

(iv) a record of communications with the customer required by clauses 5A.4 and 5A.6.

5A.8 Exempt distributor obligations

5A.8.1 Requirement and objective

(a) An exempt distributor is required to perform its obligations under this clause 5A.8 in a way that promotes the objective of this Clause.

(b) The objective of this clause 5A.8 is to ensure that persons who require life support equipment receive the full protections of the life support provisions from when they first advise their exempt person or exempt distributor that the premises require life support equipment. These protections apply until the premises is validly deregistered.

Note: In addition to this clause 5A, this Code contains life support provisions for exempt distributors in clauses 5.5 and 21.

5A.8.2 Exempt distributor registration of life support equipment

(a) When advised by a customer that a person residing or intending to reside at the customer’s supply address requires life support equipment, an exempt distributor must:

(i) within one business day from receipt of advice, register that a person residing or intending to reside at the customer’s supply address requires life support equipment and the date from which the life support equipment is required; and

(ii) if the customer purchases electricity from an exempt person, notify the exempt person (within one business day from receipt of advice) that a person residing or intending to reside at the customer’s supply address requires life support equipment and the date from which the life support equipment is required.

(b) When notified by an exempt person under clause 132(1)(e) of the Energy Retail Code, an exempt distributor must (within one business day from being notified by the exempt person) register that a person residing or intending to reside at the customer’s premises requires supply address requires life support equipment and the date from which the life support equipment is required.

Note: An exempt distributor who provides electricity to a customer who purchases electricity from a licensed retailer has obligations under clause 5A.8.6 of this Code.
5A.8.3 Ongoing exempt distributor obligations

Where an exempt distributor is required to register a customer’s supply address under clause 5A.8.2(a) or (b), the exempt distributor has the following ongoing obligations,

(a) if the customer purchases electricity from an exempt person:
   (i) give the exempt person relevant information about the life support equipment requirements for the supply address of the customer of the exempt person and any relevant contact details for the purposes of updating the exempt person’s registration under clause 132(2)(a) of the Energy Retail Code, unless the relevant information was provided to the exempt distributor by the exempt person;
   (ii) when advised by an exempt person of any updates to the life support equipment requirements for the customer’s supply address or any relevant contact details, update the exempt distributor’s registration;
   (iii) except in the case of an interruption or emergency, not arrange for the disconnection of the supply address from the date the life support equipment will be required at the supply address; and

(b) in the case of an interruption by the exempt distributor that is a distributor planned interruption, comply with clause 5.5.1(b);

(c) when notified by a distributor about a planned interruption under clause 5.5.1(b), provide the affected customer (within one business day from receipt of notification) with written notice.

5A.8.4 Deregistration of supply address

(a) An exempt distributor may only deregister a customer’s supply address in the circumstances permitted under this clause 5A.8.4.

(b) If an exempt distributor is notified by an exempt person that the exempt person has deregistered a customer’s supply address under the Energy Retail Code the exempt distributor must update its registrations under clause 5A.8.2(b) as required by clause 5A.8.5.

(c) The exempt distributor obligations under clause 5A.8.3 cease to apply in respect of a customer’s supply address once that customer’s supply address is validly deregistered.

5A.8.5 Registration and deregistration details must be kept by exempt distributors

An exempt distributor must:

(a) establish policies, systems and procedures for registering and deregistering a supply address as requiring life support equipment to facilitate compliance with the requirements in this clause 5A.8; and

(b) ensure that life support equipment registration and deregistration details maintained in accordance with clauses 5A.8 are kept up to date, including:
(i) the date when the customer requires supply of energy at the supply address for the purposes of the life support equipment;

(ii) the date when medical confirmation was received from the exempt person in respect of the supply address of a customer;

(iii) the date when the supply address is deregistered and the reason for deregistration.

5A.8.6 Exempt distributor obligations for on-market customer

(a) When advised by a customer who purchases electricity from a retailer who holds a retail licence under the Act, the exempt distributor must:

(i) within one business day from receipt of advice, register that a person residing or intending to reside at the customer’s supply address requires life support equipment and the date from which the life support equipment is required;

(ii) determine whether the life support equipment is fuelled by both electricity and gas and, if it is, inform the customer that the customer should inform their gas retailer or distributor that a person residing or intending to reside at the customer’s supply address requires life support equipment;

(iii) no later than 5 business days after receipt of advice from the customer, provide in writing to the customer, in plain English:

A. a medical confirmation form;

B. information explaining that, if the customer fails to provide medical confirmation, the customer’s supply address may be deregistered and, if so, the customer will cease to receive the protections under this clause 5A.8;

C. advice that there may be exempt distributor planned interruptions under clause 5.5 or unplanned interruptions under clause 5.4 to the supply at the address and that the exempt distributor is required to notify them of a distributor planned interruption in accordance with clause 5.5.1;

D. information to assist the customer to prepare a plan of action in the case of an unplanned interruption;

E. an emergency telephone contact number for the exempt distributor (the charge for which is no more than the cost of a local call);

F. advice that if the customer decides to change retailer at the supply address and a person residing at the customer’s supply address continues to require life support equipment, the customer should advise their new retailer of the requirement for life support equipment;

G. information about the types of equipment that fall within the definition of life support equipment, and the additional information provided in Schedule 10 of the Energy Retail Code;

H. advice that the customer may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and
I. information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services;

(b) **Content of medical confirmation form**

A medical confirmation form must:

(i) be dated;

(ii) state that completion and return of the form to the exempt distributor will satisfy the requirement to provide medical confirmation under this Code;

(iii) request the following information from the customer:

A. supply address;

B. the date from which the customer requires supply of electricity at the supply address for the purposes of the life support equipment; and

C. medical confirmation;

(iv) specify the types of equipment that fall within the definition of life support equipment;

(v) advise the date by which the customer must return the medical confirmation form to the exempt distributor; and

(vi) advise the customer they can request an extension of time to complete and return the medical confirmation form.

(c) **Confirmation of supply address as requiring life support equipment**

Where a medical confirmation form is provided under subclause 5A.8.6(a)(iii) the exempt distributor must comply with subclause 5A.4.1(a)-(e).

(d) **A confirmation reminder notice** must contain the information specified in clause 5A.4.2.

(e) **Ongoing exempt distributor obligations**

Where an exempt distributor is required to register a customer's supply address under this subclause 5A.8.6, the exempt distributor has the following ongoing obligations:

(i) when advised by a customer of any updates to the life support equipment requirements for the customer's supply address or any relevant contact details, update the exempt distributor’s registration, within one business day from receipt of the advice;

(ii) except in the case of an interruption or emergency, not arrange for the disconnection of the supply address from the date the life support equipment will be required at the supply address; and

(iii) in the case of an interruption that is a distributor planned interruption, comply with clause 5.5.1(b)
(iv) when notified by a distributor about a planned interruption under clause 5.5.1(b), provide the affected customer (within one business day from receipt of notification) with written notice.

(f) Deregistration of supply address

(i) An exempt distributor must not deregister a customer's supply address except in the circumstances permitted under this subclause 5A.8.6(f)-(i).

(ii) If a customer's supply address is deregistered by an exempt distributor, the exempt distributor must within one business day from deregistration, update its registrations under clause 5A.8.6(a)(i) as required by clause 5A.8.6(j).

(g) Cessation of distributor obligations after deregistration

The exempt distributor obligations under clause 5A.8.6(e) cease to apply in respect of a customer's supply address once that customer's supply address is validly deregistered.

(h) Deregistration where medical confirmation not provided

Where a customer, whose supply address has been registered by an exempt distributor under clause 5A.8.6(a)(i) fails to provide medical confirmation, the exempt distributor may deregister the customer's supply address only when:

(i) the exempt distributor has complied with the requirements under clause 5A.8.6(c);

(ii) the exempt distributor has taken reasonable steps to contact the customer in connection with the customer's failure to provide medical confirmation in one of the following ways:

   (A) in person; or
   (B) by telephone; or
   (C) by electronic means;

(iii) the exempt distributor has provided the customer with a deregistration notice no less than 15 business days from the date of issue of the second confirmation reminder notice issued under clause 5A.8.6(c); and

(iv) the customer has not provided medical confirmation before the date for deregistration specified in the deregistration notice.

(v) A deregistration notice must:

   (A) be dated;
   (B) specify the date on which the customer's supply address will be deregistered, which must be at least 15 business days from the date of the deregistration notice;
   (C) advise the customer the supply address will cease to be registered as requiring life support equipment unless medical confirmation is provided before the date for deregistration; and
(D) advise the customer that the customer will no longer receive the protections under this Clause 5A.8.6 when the supply address is deregistered.

(i) Deregistration where there is a change in the customer's circumstances

Where a customer whose supply address has been registered by an exempt distributor under clause 5A.8.6(a)(i) advises the exempt distributor that the person for whom the life support equipment is required has vacated the supply address or no longer requires the life support equipment, the exempt distributor may deregister the customer's supply address on:

(i) the date specified in accordance with clause 5A.8.6(i)(i)(A)(2) if:

(A) the exempt distributor has provided written notification to the customer advising:

1. that the customer’s supply address will be deregistered on the basis that the customer has advised the distributor that the person for whom the life support equipment is required has vacated the supply address or no longer requires the life support equipment;

2. the date on which the customer’s supply address will be deregistered, which must be at least 15 business days from the date of that written notification;

3. that the customer will no longer receive the protections under this clause 5A.8.6 when the supply address is deregistered; and

4. that the customer must contact the exempt distributor prior to the date specified in accordance with clause 5A.8.6(i)(i)(A)(2) if the person for whom the life support equipment is required has not vacated the supply address or requires the life support equipment; and

(B) the customer has not contacted the distributor prior to the date specified in accordance with clause 5A.6.6(a)(i)(B) to advise that the person for whom the life support equipment is required has not vacated the supply address or requires the life support equipment; or

(ii) a date that is less than 15 business days from the date of written notification if the customer or their authorised representative gives explicit informed consent to the supply address being deregistered on that date.

(iii) Explicit informed consent is consent given by a customer to an exempt distributor that complies with subclause 5A.6.6(c)-(d).

(iv) An exempt distributor must create a record of each explicit informed consent required by clause 5A.8.6(i) and provided by a customer, and retain the record for at least 2 years.
An exempt distributor may, at any time, request a customer whose supply address has been registered under clause 5A.8.6 to confirm whether the person for whom life support equipment is required still resides at the supply address or still requires life support equipment.

(j) Registration and deregistration details must be kept by distributors

An exempt distributor must:

(i) Establish policies, systems and procedures for registering and deregistering a supply address as requiring life support equipment to facilitate compliance with the requirements in this clause 5A.

(ii) Ensure that life support equipment registration and deregistration details maintained in accordance with clauses 5A.8.6 are kept up to date, including:

(A) the date when the customer requires supply of energy at the supply address for the purposes of the life support equipment;

(B) when medical confirmation was received from the customer in respect of the supply address;

(C) the date when the supply address is deregistered and the reason for deregistration; and

(D) a record of communications with the customer required by clauses 5A.8.6(c)-(i).

6. GUARANTEED SERVICE LEVELS

EXPLANATORY NOTE: Clause 6 specifies the minimum guaranteed service levels required to be provided by distributors. Distributors may undertake to provide enhanced guaranteed service levels.

6.1 Appointments

6.1.1 Where a distributor makes an appointment with a customer, if the distributor is more than 15 minutes late for the appointment, the distributor must pay the customer $30.

6.1.2 Where a distributor makes an appointment with a customer, the distributor must specify a period during which the distributor will attend (“an appointment window”):

- no greater than 2 hours where the customer or their representative is required, or has advised their choice, to be in attendance; and

- no greater than 1 day where the customer or their representative is not required, and does not advise their choice, to be in attendance, unless an alternative appointment window has been agreed to by the customer or their representative.

6.1.3 A request from a retailer for a special meter read relating to the move in of a new customer to an existing premise is not considered to be an appointment for the
purposes of this clause 6.1 unless the customer or their representative is required, or has advised their choice, to be in attendance.

6.1.4 An appointment window must be specified to the customer or their representative by no later than 5 pm on the business day prior to the appointment.

6.2 Failure to supply

Where a distributor does not supply electricity to a customer’s supply address on the day agreed with the customer, the distributor must pay to the customer $70 for each day that it is late, up to a maximum of $350.

6.3 Supply restoration and low reliability payments

6.3.1 A distributor must make a supply restoration payment to a customer of:

   (a) $120 where the customer experiences more than 20 hours of unplanned sustained interruptions per year; or
   (b) $180 where the customer experiences more than 30 hours of unplanned sustained interruptions per year; or
   (c) $360 where the customer experiences more than 60 hours of unplanned sustained interruptions per year; or
   (d) $80 where the customer is supplied by a CBD feeder or an urban feeder and experiences an unplanned sustained interruption of more than 12 hours, and 20 hours or less of unplanned sustained interruptions in that year; or
   (e) $80 where the customer is supplied by a short rural feeder or a long rural feeder and experiences an unplanned sustained interruption of more than 18 hours, and 20 hours or less of unplanned sustained interruptions in that year; not counting the period of an event to which clause 6.3.3 or 6.3.4 applies.

6.3.2 A distributor must make a low reliability payment to a customer of:

   (a) $120 where the customer experiences more than 8 unplanned sustained interruptions per year; or
   (b) $180 where the customer experiences more than 12 unplanned sustained interruptions per year; or
   (c) $360 where the customer experiences more than 24 unplanned sustained interruptions per year; and
   (d) $30 where the customer experiences more than 24 momentary interruptions per year; or
   (e) $40 where the customer experiences more than 36 momentary interruptions per year;

not counting an event to which clause 6.3.3 or 6.3.4 applies.

6.3.3 Despite clauses 6.3.1 and 6.3.2:

   (a) a supply restoration payment is not required to be made by a distributor:

      • for a planned interruption effected with the prior agreement of a customer; or
• 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 a customer is not to be counted in determining whether a low reliability payment must be made by a distributor.

6.3.4 Also despite clauses 6.3.1 and 6.3.2, on application from a 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 event which relates to:

(a) load shedding due to a shortfall in generation, but excluding a shortfall in embedded generation that has been contracted to provide network support, except where prior approval has been obtained from the Commission;

(aa) automatic load shedding due to the operation of under frequency relays following the occurrence of a power system under-frequency condition;

(ab) load shedding at the direction of AEMO or a system operator;

(b) supply interruptions caused by a failure of the shared transmission network;

(c) supply interruptions caused by a failure of transmission connection assets, except where the interruptions were due to inadequate planning of transmission connections and the distributor is responsible for transmission connection planning;

(d) supply interruptions on a day where the unplanned interruption frequency exceeds the threshold as set out in the following table:

<table>
<thead>
<tr>
<th>DISTRIBUTION BUSINESS</th>
<th>Daily unplanned interruption frequency threshold (effective 1 January 2011)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jemena Electricity Networks (Vic) Ltd</td>
<td>0.120</td>
</tr>
<tr>
<td>CitiPower Pty</td>
<td>0.066</td>
</tr>
<tr>
<td>Powercor Australia Ltd</td>
<td>0.110</td>
</tr>
<tr>
<td>AusNet Electricity Services Pty Ltd</td>
<td>0.190</td>
</tr>
<tr>
<td>United Energy Distribution Pty Ltd</td>
<td>0.100</td>
</tr>
</tbody>
</table>

(e) where prior approval has been obtained from the Commission, load shedding due to a shortfall in demand response initiatives.

6.3.5 A distributor who wishes to exclude an event under clause 6.3.4 must apply in writing to the Commission, within 30 business days of the event occurring identifying:

(a) the relevant event;

(b) the impact of the event on the distributor’s reliability performance;
(c) the proposed extent of the exclusion; and
(d) reasons explaining why the Commission should consider the event as an exclusion.

6.4 Time for payment

Any payments required to be made by the distributor to a customer under this clause 6 must be paid by the distributor as soon as practicable after the obligation arises under clauses 6.1 or 6.2 and as soon as practicable following the end of the year in which the obligation arises under clause 6.3.
7. **EMBEDDED GENERATORS**

7.1 **Agreement to connect**

7.1.1 A distributor must ensure that its distribution system is able to receive a supply of electricity from an embedded generating unit connected to its distribution system, in accordance with an agreement with the embedded generator on the terms and conditions of dispatch, connection and disconnection.

7.1.2 If such an agreement is sought by an embedded generator, the distributor and embedded generator must negotiate in good faith.

7.1.3 Despite clause 7.1.1, if two or more embedded generating units are connected in parallel, their obligations under clauses 7.5, 7.6, 7.7 and 7.8 of this Code apply to the point of common coupling and the maximum permissible contribution of each embedded generating unit is to be determined in proportion to their capacity, unless otherwise agreed.

7.1.4 For the avoidance of doubt, a distributor is not liable for any loss of income by an embedded generator for being unable to receive a supply of electricity from an embedded generating unit connected to its distribution system because of any supply interruption arising under clause 5.3 of this Code.

7.2 **Supply frequency**

An embedded generator must ensure that the embedded generating unit is capable of continuous uninterrupted operation at the system frequency of 50 Hz and permitted variations in accordance with clause 4.1.1.

7.3 **Co-ordination and compliance of embedded generating units**

An embedded generator must ensure that:

(a) the embedded generating unit, and any equipment within it that is connected to a distribution system:

- complies with this Code;
- complies with Electricity Safety Act 1998 and the associated Safety Regulations;
- complies with all relevant Australian Standards;
- is maintained in a safe condition; and

(b) protection equipment is at all times effectively coordinated with the electrical characteristics of the distribution system.

(c) A distributor may disconnect, or request the owner of an embedded generator to disconnect, any embedded generating unit from the distribution system if the embedded generating unit breaches Electricity Safety Act 1998, any safety regulations, or is not in compliance with the relevant Australian Standards.

(d) If requested under (c), the owner of an embedded generator must disconnect the embedded generating unit from the distribution system.

7.4 **Minimum requirements for embedded generating units (synchronous type)**

7.4.1 An embedded generating unit over 1 MW must have:
7.4.2 An embedded generator must ensure that each of its embedded generating units with a nameplate rating over 10 MW complies with the National Electricity Rules requirements for generating units with a nameplate rating over 30 MW with regard to:

(i) response to disturbances;
(ii) safe shutdown without external electricity supply;
(iii) restart following loss of external electricity supply; and
(iv) frequency responsiveness and governor stability.

7.5 Negative sequence voltage

An embedded generator must ensure that an embedded generating unit’s contribution to the negative sequence voltage at the point of connection between the embedded generating unit and the distribution system is less than 1%.

7.6 Harmonics

7.6.1 An embedded generator must ensure that an embedded generating unit’s contribution to the harmonic distortion levels in the supply voltage at the point of connection between the embedded generating unit and the distribution system is within the limits specified in Table 3.


7.7 Inductive interference

An embedded generator’s embedded generating unit must not cause inductive interference above the limits specified in AS/NZ 2344-1997.
7.8 Fault levels

An *embedded generator* must design and operate its *embedded generating unit* so that it does not cause fault levels in the *distribution system* to exceed the levels specified in Table 5.

Table 5

<table>
<thead>
<tr>
<th>Voltage Level kV</th>
<th>System Fault Level MVA</th>
<th>Short Circuit Level kA</th>
</tr>
</thead>
<tbody>
<tr>
<td>66</td>
<td>2500</td>
<td>21.9</td>
</tr>
<tr>
<td>22</td>
<td>500</td>
<td>13.1</td>
</tr>
<tr>
<td>11</td>
<td>350</td>
<td>18.4</td>
</tr>
<tr>
<td>6.6</td>
<td>250</td>
<td>21.9</td>
</tr>
<tr>
<td>&lt;1</td>
<td>36</td>
<td>50.0</td>
</tr>
</tbody>
</table>

7.9 Register for embedded generators

A *distributor* must maintain a record of all *embedded generators* connected to its networks after 1 October 2007. As a minimum, the register must contain the name of the original owner, or the person who have a relevant connection agreement with the *distributor*, the associate National Metering Identifier (NMI) of the *embedded generator* and the connection address. All historical records maintained by the *distributor* prior to 1 October 2007 must be transferred to the register of *embedded generators* where available.
8. **EMERGENCY RESPONSE PLANS**

8.1 Distributors’ own plans

A distributor must develop and periodically test emergency response plans in co-ordination with relevant organisations.

8.2 Single industry spokesperson protocol

A distributor must comply with the protocol, which has been agreed to with AEMO from time to time, published by AEMO dated October 2009 titled "Single Industry Spokesperson Process in Victoria" and must co-operate with AEMO, other distributors and the Government Department administering the Act in ongoing development, amendment and implementation of that protocol.

9. **PROVISION OF INFORMATION**

9.1 Distributor’s obligations

9.1.1 A distributor must provide information about its targets under clause 5.1 to a customer or a retailer on request.

9.1.2 A distributor must promptly provide a Customer Charter to each customer and the Commission:

(a) on request; and

(b) at least once every 5 years,

and to each customer at the time the customer is connected at the customer's supply address.

9.1.2A Prior to the end of December of each year, a distributor must notify each of its customers in writing about its role in relation to maintenance of supply, emergencies and restoration after interruptions and the distributor's contact details and website address.

9.1.3 The distributor’s Customer Charter must summarise all current rights, entitlements and obligations of distributors and customers 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 Code and other applicable laws and codes.

9.1.3A A distributor must provide written communication with the owners of small embedded generators contained on the distributors respective register required under clause 7.8 on initial connection and entry into the register, and at no more than three-yearly intervals to advise the owners of small embedded generators their obligations under this Code and the circumstances in which the distributor has the right to disconnect unsafe small embedded generators.

i. On request by a customer, a distributor must give to a customer a copy of this 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. A
distributor must also inform and provide an explanation in plain English to a customer of any amendment to this Code that materially effects the customer’s rights, entitlements and obligations as soon as practicable after this Code is amended.

ii. On request by a customer or by a retailer on behalf of a customer, the distributor must provide a 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).

iii. On request by a customer or by a retailer on behalf of a customer, a 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.

iv. If a distributor is required to undertake a specific test under clause 9.1.5 to determine a customer’s quality of supply, a distributor may charge a fee for this service in accordance with its approved statement of charges.

v. If the results of the test under clause 9.1.7 show that a distributor is not complying with its obligations under the Code, it must:

(a) take action in accordance with 11.2.1 of this Code; and

(b) refund any fee paid by the customer for the test.

9.1.4 On request by a customer, a person nominated by a customer or by a retailer on behalf of a customer, a distributor must provide the customer, the customer’s nominee, or retailer (as relevant) with 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:

(i) supply extensions; and

(ii) if the customer is or is to be connected to part of the distribution system that may experience a REFCL condition, advice on the possible effects of a REFCL condition on the customer’s supply and steps the customer may take to eliminate or mitigate such effects

9.1.5 On request by a customer, a person nominated by a customer or by a retailer on behalf of a customer, a distributor must provide the customer, the customer’s nominee, or retailer (as relevant) 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 this Code.
9.1.6 A distributor must install, maintain and make available to a retailer a system which facilitates the timely electronic transfer of information between the retailer and the distributor in respect of the connection, disconnection or reconnection of supply to a customer’s supply address as permitted under this Code or the Energy Retail Code.

9.1.7 A distributor must provide access to multi-lingual services to meet the reasonable needs of its customers.

9.1.8 When disconnecting the supply address of a customer who is vacating or has vacated the supply address, a distributor must leave at the supply address a document provided by the Commission which sets out:

(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.

9.1.13.1 Clause 9.1.13 does not apply where the disconnection occurs remotely and the distributor’s 24 hour telephone number is set out on the meter.

9.1.9 A distributor must provide customers that are or may be connected to parts of the distribution system that may experience a REFCL condition:

(i) relevant information such as project planning, commissioning and other such operational information to assist the customer's own plans;

(ii) advice on the possible effects of a REFCL condition on the customer’s supply and steps the customer may take to eliminate or mitigate such effects;

(iii) information on the purpose for which the relevant equipment or technology is installed.

9.2 Customer’s obligations

A customer must inform its 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 a 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 A customer, embedded generator or retailer must, on request from a 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;
(h) anticipated redundant loads; and
(i) any information the distributor may reasonably require in connection with a
distributor’s operation of a REFCL.

9.3.2 A distributor must on request from another distributor provide such information
concerning a point of common coupling as the other distributor may reasonably
require for the purpose of the integrated planning of the system.

9.4 Confidentiality

9.4.1 A 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 Code; and

(b) must only use or reproduce the confidential information for the purpose for
which it was provided under this Code or a purpose permitted under this Code,
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 2001 (Cth)) 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:

• an employee or officer of the distributor or a related body corporate (as
defined in the Corporations Act 2001 (Cth)) of the distributor subject to
any relevant guideline; or

• a legal or other professional adviser, auditor or other consultant of the
distributor, which require the information for the purposes of the Code, 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 the Code;
(d) (law): the disclosure, use or reproduction of information to the extent required by law or by a lawful requirement of:

- any government or governmental body, authority or agency having jurisdiction over a distributor or its related bodies corporate; or

- any stock exchange having jurisdiction over a 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 a 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 a distributor, pursuant to this 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 A distributor must handle a complaint by a customer in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmarks for Industry Based Customer Dispute Resolution Schemes'. The distributor must include information on its complaint handling processes in the distributor's Customer Charter.

10.1.2 When a 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 A distributor must include information about the Energy and Water Ombudsman (Victoria) Ltd. on any disconnection warning issued by the distributor.

10.1.4 A person who is exempt from holding a distribution licence need not comply with this clause 10 where a process of dispute resolution is specified in the applicable exemption.
11. Non-compliance with the Code

11.1 Distributor's obligation to remedy

If a distributor breaches this Code, it must remedy that breach as soon as practicable.

11.2 Notification to customers

11.2.1 If a distributor becomes aware of its failure to comply with any obligation under the Code, which can reasonably be expected to have a material, adverse impact on a customer, it must:

(a) notify each customer 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 a distributor becomes aware of a breach of this Code by a 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

A customer must use best endeavours to remedy any non-compliance with this Code within the time period specified in any notice of non-compliance sent by a distributor in accordance with clause 11.2.2.
12. DISCONNECTION OF SUPPLY

12.1 Non-compliance

A distributor may disconnect supply to a customer’s supply address if:

(a) the customer has not fulfilled an obligation to comply with this Code as notified under clause 11.2.2; and

(b) 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

(c) 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 A 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, a 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

(a) A distributor must disconnect supply to a customer’s supply address if the customer’s retailer has requested disconnection.

(b) Upon the receipt of a valid request by the customer’s retailer, where the distributor is able to disconnect supply to the customer’s supply address by de-energising the customer’s supply address remotely and reasonably believes that it can do so safely, subject to clause 12.6, the distributor must use its best endeavours to disconnect supply to the customer’s supply address within two hours.

(c) Paragraph (b) does not apply to a request for disconnection at a scheduled time.

12.4 Customer’s request

(a) A 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.
Upon such a request, where the distributor is able to disconnect supply to the customer’s supply address by de-energising the customer’s supply address remotely and reasonably believes that it can do so safely, subject to clause 12.6, the distributor must use its best endeavours to disconnect supply to the customer’s supply address within two hours of a request being validated by the distributor.

Paragraph (b) does not apply to a request for disconnection at a scheduled time.

12.5 Illegal supply

A distributor may disconnect supply to a customer's supply address immediately if:

(a) the supply of electricity to a customer's electrical installation is used other than at the customer’s premises, except in accordance with the Act;

(b) a customer takes at the customer’s supply address electricity supplied to another supply address;

(c) a customer tampers with, or permits tampering with, the meter or associated equipment; or

(d) a customer allows electricity supplied to the customer’s supply address to bypass the meter.

12.6 No disconnection

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

(a) before 8am or 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 Code, a distributor must not disconnect supply to a customer:

(a) if the customer’s supply address is registered as a Life Support Equipment supply address except in the case of an emergency; or

(b) for non-compliance under clause 12.1 if:

- 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 1.5; or

- 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 in any way immediately endanger the health or safety of any person.
13. RECONNECTION OF SUPPLY

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

(a) non-compliance with this Code 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 Subject to clause 13.1.4, if a 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 and

(c) where the distributor is able to reconnect the customer by re-energising the customer’s supply address remotely, subject to paragraphs (a) and (b), the distributor must use its best endeavours to reconnect the customer within two hours of a request being validated by the distributor.

13.1.3 A distributor and a customer may agree that later times are to apply to the distributor.

13.1.4 A distributor is not obliged to reconnect a customer under clause 13.1.2 unless the distributor reasonably believes that it can do so safely.
14. **ELECTRICITY CUSTOMER METERING CODE**

A *distributor* and a *customer* must comply with the *Electricity Customer Metering Code*.

15. **ADDITIONAL DISTRIBUTION CHARGES**

A *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 a regulatory instrument with which the *distributor* must comply by virtue of the licence) or in this Code.

16. **LIABILITY**

A *distributor* must not include any term or condition in its *deemed distribution contract* with a *customer* the effect of which is to limit the liability of the *distributor* to the *customer*:

1. for any breach by the *distributor* of the contract; and
2. for any negligence by the *distributor* in relation to the contract.
   
   (1) of the sort contemplated by section 68A of the *Trade Practices Act 1974* (Cth) or section 97 of the *Goods Act 1958* (Vic) or any other similar statutory provision;
   
   (2) under which the *customer* acknowledges the extent of the *distributor’s* responsibility for the quality and reliability of electricity *supply* under their contract; or
   
   (3) confirming that, under the contract, there is no variation or exclusion the operation of section 117 of the *Act* or section 78 of the *National Electricity Law* (if that is the case).

2. 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* or the *distribution system* operating under the *REFCL condition* in accordance with clause 4.2.2A.

17. **INDEMNITY**

A *distributor* must not include an indemnity or other term or condition in its *deemed distribution contract* with a *customer* the effect of which is to entitle the *distributor* to recover from the *customer* in respect of:

(a) any breach by the *customer* of the contract; or
(b) any negligence by the *customer* in relation to the contract,

any greater amount than that which, under the common law (including in equity) or statute, the *distributor* is entitled to as compensation for the *customer’s* breach of contract or negligence.
18. CONTRACTUAL FORCE MAJEURE

(i) If but for this clause 18 a distributor or a customer would commit a force majeure breach of their deemed distribution contract:

(1) the obligations of the distributor or the customer under their 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

(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.

(ii) For the purposes of clause 18(a)(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.

(iii) A distributor may agree with a customer that the distributor is not to have the benefit of clause 18(a) in respect of any force majeure event.

(iv) A distributor or a 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.

(v) Nothing in this clause 18 nor in any term or condition of a distributor and customer’s deemed distribution 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. DEFINITIONS

In this Code:

+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.


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.

AEMO means the Australian Energy Market Operator Limited, ABN 94 072 010 327.

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

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.

AEMO means the Australian Energy Market Operator Limited, ACN 072 010 327

AER means the Australian Energy Regulator, which is established under section 44AE of the Trade Practices Act 1974 (Cth).

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.

best endeavours in relation to a person, means the person must act in good faith and do what is reasonably necessary in the circumstances.
**business day** means a day, other than a Saturday or Sunday, or a **Public Holiday** appointed under the **Public Holidays Act** 1993.

**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**.

**CBD security of supply upgrade plan** means a plan approved under clause 3.1A.3(a) as amended from time to time in accordance with clause 3.1A.4.

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

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

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

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

**confirmation reminder notice** – see clause 5A.4.

**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.

**customer**, unless the context otherwise permits or requires, means a 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 an **embedded generator**.

**date of receipt** in relation to a notice given by a **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 the contract deemed to have been entered between the **distributor** and each “retail **customer**” by section 40A(5) of the **Act**.
**demand** means the **active power** or **apparent power** consumed by a **customer** in respect of an **electrical installation** integrated over a fifteen or thirty minute period.

**deregister** means the updating of:

(a) a retailer’s registration of a customer’s **supply address** under clauses 125(1)(a) or 125(3) of the **Energy Retail Code**;
(b) a **distributor**’s registration of a customer’s **supply address** under clauses 5A.3.1 or 5A.3.2 of this Code;
(c) an **exempt person**’s registration of a customer’s **supply address** under clause 132(1)(a) of the **Energy Retail Code**; or
(d) an **exempt distributor**’s registration under clause 5A.8.2 of this Code.

to remove, for that particular **supply address**, the registration of for **life support equipment**.

**deregistration notice** means a written notice issued by a **distributor** to inform a customer that their **supply address** will cease to be registered as requiring **life support equipment** if the customer does not provide **medical confirmation** by the date specified in that deregistration notice.

**distributor** means a person who holds a **distribution licence** under the **Act** or in respect of those obligations under this Code which are not excluded under clause 1.3.5, a person who is exempt from holding a **distribution licence** under the **Act**.

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

**distribution area** means the area in which a **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 a **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 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 system** in relation to a **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**.

**distributor planned interruption** – see clause 5.5

**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 a **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 *Electricity Safety (Installations) Regulations* 1999.

**Electricity Customer Metering Code** means the industry code of that name certified by the Commission.

**Energy Retail Code** means the code of that name determined by the Commission under the *Act* and the *Gas Industry Act 2001 (Vic)*.

**Electricity System Code** means the industry code of that name which is certified by the Commission.

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

**embedded generating unit** means a *generating unit* which is *connected* to a distribution system.

**embedded generator** means a generator whose *embedded generating units* are *connected* to a distribution system.

**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.

**Energy Safe Victoria** means the body established pursuant to section 4 of the *Energy Safe Victoria Act 2005 (Vic)*.

**excitation control system** in relation to an *embedded generating unit*, means the automatic control system that provides the field excitation for the *embedded generating unit* (including excitation limiting devices and any power system stabiliser).

**exempt distributor** means a person who is exempt from holding a licence under section 16 of the *Act* to engage in certain activities as set out in clauses 6 and 7 of the *General Exemption Order* (deemed exemption of distributors and exemption of registered distributors);

**exempt person** means a person who is exempt from holding a licence under section 16 of the *Act* to engage in certain activities as set out in clauses 4 and 5 of the *General Exemption Order* (deemed exemption of retailers and exemption of registered retailers);

**explicit informed consent** means consent given in accordance with clause 5A.6.6

**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 a *distributor* or a *customer* of their *deemed distribution 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 a distributor or a customer (as the case may be).

General Exemption Order means the Order in Council made under section 17 of the Act and published in Special Gazette 390 on 15 November 2017 (as amended from time to time).

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.

governor system means the automatic control system which regulates energy input (for example, steam, gas or water) into the turbine of an embedded generating unit.

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.

life support equipment means any of the following:

(i) an oxygen concentrator;

(ii) an intermittent peritoneal dialysis machine;

(iii) a kidney dialysis machine;

(iv) a chronic positive airways pressure respirator;

(v) crigler naijjar syndrome phototherapy equipment;

(vi) a ventilator for life support; and

(vii) in relation to a particular customer – any other equipment (whether fuelled by electricity or gas) that a registered medical practitioner certifies is required for a person residing at the customer’s premises for life support.

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 6.3.

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 NER (which at the date of this Code is “a customer who has classified any of its loads as a market load and who is also registered with AEMO as a Market Customer under Chapter 2 [of the NER]”).

Market Settlement and Transfer Solution Procedures has the same meaning as in the NER.

medical confirmation means certification in a medical confirmation form from a registered medical practitioner that a person residing or intending to reside at a customer’s supply address requires life support equipment.

medical confirmation form means a written form issued by a distributor to enable the customer to provide medical confirmation to the distributor.

Melbourne CBD distributor means a distributor whose distribution system includes the Melbourne CBD.

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 Rules;
(b) Metrology Procedure; and
(c) Electricity Customer Metering Code.

momentary interruption means an interruption continuing for a period of less than one minute, except where an interruption of less than one minute has already occurred within that one minute period.

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

National Electricity Rules or NER has the meaning given to it in the National Electricity (Victoria) Act 2005.

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 connection in relation to an embedded generating unit, means the point at which the embedded generating unit is connected to the distributor’s distribution system.

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-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 a distributor’s assets, the point at which the line is connected to a 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 2006-10 (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 a 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 Code.

**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.

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

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

**Rapid Earth Fault Current Limiter** or **REFCL** means any plant, equipment or technology (excluding neutral earthing resistor) which is:

(a) designed to reduce the effect of distribution system faults and when operating as intended may lead to a REFCL condition; and

(b) approved by **Energy Safe Victoria** in an electricity safety management scheme or bushfire mitigation plan pursuant to the **Electricity Safety Act 1998 (Vic)**.
**REFCL condition** means an operating condition on the 22kV distribution system arising from the proper operation of a REFCL which results in the neutral reference of the distribution system moving to allow the un-faulted Phase to Earth voltage magnitude to approach a value close to the Phase to Phase voltage magnitude. The term ‘operating condition on the 22kV distribution system’ in this term extends up to, but not beyond any device or plant which is functionally equivalent to an isolating transformer.

**Regulatory test** means the regulatory test developed and published by the Australian Energy Regulator (AER) from time to time pursuant to clause 5.6.5A of the National Electricity Rules (NER).

**relevant voltage** means either Phase to Phase or Phase to Earth as applicable.

**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.

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

**small embedded generator** means an embedded generator meeting either or both of the following conditions:

(a) the embedded generator has or proposes to have embedded generating units at a point of connection with power transfer capability of not more than 2kW;

(b) the embedded generator has or proposes to have embedded generating units that meet the standards for the grid connection of energy systems via inverters prescribed in Australian Standard AS4777.

**special meter read** has the meaning given to it in the Electricity Customer Metering Code.

**supply** in relation to electricity, means the delivery of electricity.
supply address means the address where the customer is being supplied with electricity.

supply restoration payment means the payment described in clause 6.3.

sustained interruption means an interruption of duration longer than one minute.

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

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

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.

unplanned interruption – see clause 5.4

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

voltage means the electronic force or electric potential between two points that give rise to the flow of electricity expressed as the Root Mean Square (RMS) of the Phase to Phase voltage (except in the case of impulse voltage)

wholesale market means the market for wholesale trading in electricity operated by AEMO under the National Electricity Rules.

widespread supply event means any event where the Single Industry Spokesperson has been activated by AEMO in accordance with the “Single Industry Spokesperson Process in Victoria” referred to under clause 8.2
20. **INTERPRETATION**

20.1.1 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.

20.1.2 In this Code, 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*.

20.1.3 In this Code, unless the context otherwise requires:

   (a) headings are for convenience only and do not affect the interpretation of this Code;

   (b) words importing the singular include the plural and vice versa;

   (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;

   (d) a reference to any thing includes a part of that thing;

   (e) a reference to a clause or appendix is to a clause or appendix of this Code;

   (f) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;

   (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;

   (h) a reference to a person includes that person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;

   (i) other parts of speech and grammatical forms of a word or phrase defined in this Code have a corresponding meaning;

   (j) a period of time:

   • which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or

   • which commences on a given day or the day or an act or event is to be calculated inclusive of that day;

   (k) a reference to:

   • time is a reference to Standard Time within the meaning of the *Summer Time Act 1972* and not Summer Time within the meaning of that Act;

   • a day is a reference to a period commencing immediately after midnight and ending the following midnight;

   • a month is a reference to a calendar month; and

   • a year is a reference to a calendar year.
(I) an event which is required under this Code to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*. 
21 TRANSITIONAL PROVISIONS

21.1 Life Support Equipment

1 Definitions

(1) In this clause:

Amending Rule means the Electricity Distribution Code Review 2019 (Strengthening protections for customers requiring life support equipment).

commencement date means 3 February 2020.

existing life support customer means a customer whose supply address is registered under clause 5.6.1(b) of this Code as having life support equipment by the day before the commencement date.

existing medical confirmation means confirmation provided under clause 5.6.1(a) of this Code by the day before the commencement date.

21.2 Distributor obligations for existing life support customers

(1) By the commencement date, a distributor who has registered an existing life support customer must notify the retailer:

(a) that the existing life support customer is residing or intending to reside at the customer’s supply address and the date from which the life support equipment is required; and

(b) whether existing medical confirmation has been provided for the existing life support customer.

Note: A retailer who is notified of an existing life support customer under clause 21.2 has obligations under Part 4 of Schedule 3 of the Energy Retail Code.

(2) An existing life support customer registered by a distributor is taken from the commencement date to be registered under new clause 5A.3.2(a) of the Amending Rule.

(3) From the commencement date, a distributor is required to comply with obligations that apply in respect of a customer registered under new clause 5A.3.2(a) of the Amending Rule in respect of an existing life support customer.

21.3 Exempt distributor obligations for existing life support customers

(1) By the commencement date, an exempt distributor who has registered an existing life support customer must notify the exempt person:

(a) that the existing life support customer is residing or intending to reside at the customer’s supply address and the date from which the life support equipment is required; and

(b) whether existing medical confirmation has been provided for the existing life support customer.
Note: An exempt person who is notified of an existing life support customer under clause 21.2 has obligations under Part 4 of Schedule 3 of the Energy Retail Code.

(2) An existing life support customer registered by an exempt distributor is taken from the commencement date to be registered under new clause 5A.8.2 of the Amending Rule.

(3) From the commencement date, an exempt distributor is required to comply with obligations that apply in respect of a customer registered under new clause 5A.8.2 of the Amending Rule in respect of an existing life support customer, except that clause 5A.8.2(b) does not apply.