



Electricity Distribution Code of Practice

Version 1

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PART 1: Preliminary

1. This Code of Practice

1.1. Purpose

The objectives of this Code of Practice are:

- (a) to regulate the following activities so that they are undertaken in a safe, efficient and reliable manner:
 - (i) the *distribution* of electricity by a *distributor* for *supply* to its *customers*; and
 - (ii) the *connection* of an *electrical installation* or *embedded generating unit* to the *distribution system*.
- (b) to regulate the *disconnection* of, and *planned* and *unplanned interruptions* of *supply* to, *customers*;
- (c) to provide protections against *disconnection* and *interruption* of *supply* to *life support customers*, consistently with the protections afforded under Part 2, Division 5C of the *Act*;
- (d) to regulate the activities of *exempt distributors*; and
- (e) to promote the long term interests of Victorian consumers.

1.2. Date of effect

This Code of Practice took effect on 01/10/2022.

1.3. Application

- 1.3.1.** This Code of Practice is made under section 47(1) of the *Essential Services Commission Act 2001*.

Note: This code of practice replaces the Electricity Distribution Code (version 14) as was deemed to be a code of practice pursuant to section 76(1)(d) of the *Essential Services Commission Act 2001*.

- 1.3.2.** This Code of Practice applies to an *exempt distributor*:

- (a) where a clause states that it applies to an *exempt distributor*, in which case a reference in that clause:
 - (i) to a *distributor* includes an *exempt distributor* to the extent that it supplies electricity to one or more *customers*;

- (ii) to a *customer* includes a person whose *electrical installation* is connected to the *exempt distributor's distribution system* or who seeks to have its *electrical installation* connected to the *exempt distributor's distribution system*; and
- (b) where an *exempt distributor* is a *customer* of a *distributor*, to the extent that this Code of Practice confers any right or imposes any obligation upon a *customer*.

1.4. Exemption from compliance with this Code of Practice

- 1.4.1. A person who is subject to any obligation under this Code of Practice may apply to the *Commission* for an exemption from complying with one or more provisions of this Code of Practice.
- 1.4.2. Upon receipt of an application, if the *Commission* considers it appropriate to do so, it may exempt the person from complying from one or more provisions of this Code of Practice for a specified period.
- 1.4.3. Any exemption granted under clause 1.4.2:
 - (a) may exempt the person from complying with a provision of this Code of Practice either wholly or to a specified extent; and
 - (b) may be granted unconditionally or on such conditions as the *Commission* considers appropriate in order to avoid the exemption causing undue risk to *customers, life support residents, distributors, embedded generators* and other industry participants.

1.5. Permitted variations for large customers

- 1.5.1. A *distributor* may enter into a written agreement with a *large customer* to expressly vary their respective rights and obligations under this Code of Practice.
- 1.5.2. An agreement entered into under clause 1.5.1 must not reduce the rights or increase the obligations of the *large customer* without giving benefits of equal value, whether financial or otherwise.
- 1.5.3. A *distributor* must notify the *Commission* of any agreement made pursuant to clause 1.5.1 within 14 *business days*, such notification identifying:
 - (a) the right or obligation varied by the agreement; and
 - (b) the *large customer* that is party to the agreement.
- 1.5.4. Where an agreement is entered into pursuant to clause 1.5.1, this Code of Practice applies to the *distributor* and the *large customer*, as varied by the agreement, but only if the *distributor* has notified the *Commission* in accordance with clause 1.5.3.

2. Interpretation

2.1. Glossary

In this Code of Practice:

-100% means 0 Volts.

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

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

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

acceptable identification – in relation to:

- (a) a *residential customer* includes one of the following: a driver's licence, a current passport or other form of photographic identification, a birth certificate, a Pensioner Concession Card or other current entitlement card issued under the law of the Commonwealth or of a State or Territory;
- (b) a *business customer* which is a sole trader or a partnership includes one of the forms of identification for a *residential customer* for each of the individuals who conduct the business; or
- (c) a *business customer* which is a company, the company's Australian Company Number or Australian Business Number.

Act means the *Electricity Industry Act 2000*.

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

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

advanced metering infrastructure has the same meaning given to it in section 46B of the *Act*.

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

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

AER Distribution Reliability Measures Guideline means the Distribution

Reliability Measures Guideline published by the *AER* as amended from time to time.

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

approved pricing proposal means a *distributor's* pricing proposal approved by the *AER* under clause 6.18.8 of the *NER*.

augmentation of a *distribution system* means work to enlarge the system or to increase its capacity to *distribute* electricity.

Australian Standard or “**AS**” or “**AS/NZS**” means a standard published by Standards Australia.

best endeavours in relation to a person, means the person must act in good faith and do all that is reasonably necessary in the circumstances.

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

business day means a day, other than a Saturday or Sunday, or a *public holiday*.

CAIDI means Customer Average Interruption Duration Index, and is calculated as described in the *AER Distribution Reliability Measures Guideline*.

CBD means a central business district.

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

code red day means a day declared by the Emergency Management Commissioner under the *Emergency Management Act 2013* as a code red day.

Commission means the Essential Services Commission established by the *Essential Services Commission Act 2001*.

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.

confirmation reminder notice, means a notice to remind a *customer* to provide *medical confirmation* in respect of any *life support resident*, as required under clause 12.3.

connect means to make and maintain contact between the electrical systems of two persons allowing the *supply* of electricity between those systems, and includes *energisation* unless expressly excluded.

connection means a physical link between a *distribution system* and a *customer's* premises to allow the flow of electricity.

connection applicant has the same meaning as in Chapter 5A of the *NER*.

connection application means an application under clause 5A.D.3 of the *NER* or an “application to connect” within the meaning of Chapter 10 of the *NER*.

connection contract means a “connection agreement” or a “connection contract” as those terms are defined in the *NER*.

connection offer has the same meaning as in Chapter 5A of the *NER*.

connection service has the same meaning as in Chapter 5A of the *NER*.

customer means a person whose *electrical installation* is *connected* to, or who may want to have its *electrical installation connected* to, the *distributor's distribution system*, and includes an *embedded generator*.

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* and includes any variation of a *deemed distribution contract* under section 40A(8) of the *Act*.

default use of system agreement means a form of *use of system agreement* approved by the *Commission* under clause 8.2.2 of this Code of Practice.

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

deregister means the removal or modification of *life support customer details* from a *register of life support customers and residents* so as to indicate that a *customer* is no longer a *life support customer*.

deregistration notice means a written notice issued by a *distributor* to inform a *customer* that their *life support customer details* will be removed from the *register of life support customers and residents* if the *customer* does not provide *medical confirmation* by the date specified in that notice.

disconnect means to break contact between the electricity systems of two persons to prevent the *supply* of electricity between those systems.

disconnection warning notice means a written notice issued by a *distributor* to inform a *customer* of its intention to *disconnect the customer* under clause 16.2.1(b) or clause 16.3.2(c) of this Code of Practice.

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

distribution determination means a distribution determination made by the *AER* in relation to a *distributor* under clause 6.11.1 of the *NER*.

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 means a person who holds a *distribution licence* under the *Act* or an *exempt distributor*.

Note: See clause 1.3.2, regarding the application of this Code of Practice to *exempt distributors*.

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 worker licenced under Part 3 of the *Electricity Safety Act 1998*; or
- (b) an electrical contractor registered under Part 3 of the *Electricity Safety Act 1998*.

Electricity Customer Metering Code of Practice means the code of practice of that name made by the *Commission* under the *Essential Services Commission Act 2001*.

electricity laws includes:

- (a) the *Act* and the *Essential Services Commission Act 2001*;
- (b) codes of practice and other instruments made under the *Act* or under the *Essential Services Commission Act 2001* that regulate the generation, distribution, *supply* or sale of electricity;
- (c) the *Electricity Safety Act 1998* and regulations and other instruments made under that Act;
- (d) the *NEL* and the *NER*; and
- (e) instruments made under the *NEL* and the *NER*.

electronic communication means a communication of information in the form of data, text or images by means of guided or unguided electromagnetic *energy*, or both.

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

embedded generator means a *generator* or *exempt generator* who generates electricity from *embedded generating units* for *supply* or sale.

emergency has the same meaning as in the *Emergency Management Act 2013*.

energise means to insert a fuse or to operate switching equipment to allow the flow of *energy* to or from a *point of supply*, and *de-energise* and *re-energise* have corresponding meanings.

energy means active and reactive electrical energy.

energy ombudsman means the Energy and Water Ombudsman (Victoria)

scheme or any other *customer* dispute resolution scheme approved by the *Commission* pursuant to section 28 of the *Act*.

Energy Retail Code of Practice means the code of practice of that name made by the ***Commission*** under Part 6 of the *Essential Services Commission Act 2001*.

Energy Safe Victoria means the Victorian Energy Safe Commission, a body established pursuant to section 4 of the *Energy Safe Victoria Act 2005*.

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 generator 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 clause 13 of the *General Exemption Order* (deemed exemption of generation).

exempt retailer 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 by a *customer* to a *distributor*, where:

- (a) 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
- (b) the *customer* gives the consent:
 - (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*; and
- (c) the *customer* is competent to do so.

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 9.4, 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 the plant used in the production of electricity and all related equipment essential to its functioning as a single entity.

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*.

GSL payment means a payment that a *distributor* is required to make by reason of a failure to meet a *guaranteed service level*.

guaranteed service levels means the minimum service levels set out in clauses 14.3 to 14.6, or any higher service level that a *distributor* undertakes to provide to a *customer*.

Guideline means a guideline published by the *Commission*.

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.

high voltage means a *nominal voltage* exceeding 1000 V (AC) or 1500 V (DC).

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.

interconnected national electricity system has the same meaning as in the *NEL*.

Interruption means the temporary unavailability of *supply* between a distribution network and a *customer*, but does not include *disconnection* under clause 16.

large customer means a *business customer* to whom peak *demand* of not less than 500kVa, or consumption of not less than 160MWh per annum is *distributed*, supplied or sold for commercial or industrial purposes.

life support customer means a *customer* who is a *life support resident* or a *customer* at whose premises a *life support resident* (who is not the *customer*) resides or intends to reside.

life support customer details in relation to a *customer* means:

- (a) information that evidences that the *customer* is a *life support customer*;
- (b) the personal details of each *life support resident* residing or intending to reside at the premises of the *life support customer*; and
- (c) the date from which *life support equipment* is required at the premises of the *life support customer* by each *life support resident*.

life support equipment has the meaning given by section 40SA of the *Act*.

Note: See Schedule 7 to the *Energy Retail Code of Practice*.

life support protections means the protections against *disconnection* of a *life support customer* under Part 2, Division 5C of the *Act* and clause 12 of this Code of Practice.

life support resident means a person who requires *life support equipment*;

load means electricity delivered to a person or to another network or delivered at a defined instant at a *connection* or aggregated over a defined set of *connections*.

load shedding means reducing or *disconnecting load* from a distribution or transmission network, other than by means of wholesale *demand response*.

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 14.5.

low voltage means a *nominal voltage* exceeding 50V (AC) or 120V (DC) but which does not exceed 1000 V (AC) or 1500 V(DC).

major event day means a day classified as a Major Event Day by the *IEEE* standard 1366-2012: *IEEE Guide for Electric Power Distribution Reliability Indices*, where the “reporting period” referred to in that classification comprises a *regulatory year*.

major event day payment means the payment described in clause 14.6.1.

MAIFI means Momentary Average Interruption Frequency Index, and is calculated as described in the *AER Distribution Reliability Measures Guideline*.

market customer has the meaning given to the term in the *NER* (which at the date of this Code of Practice 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 means the Market Settlement and Transfer Solution Procedures published by AEMO under 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*.

meter means a device complying with the *metering code* which measures and records the production and/or consumption of electrical *energy*.

metering code means the laws, codes of practice 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 of Practice*.

metering data has the same meaning as in the *NER*.

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

Metrology Procedure means the Metrology Procedure published by AEMO under the *NER*.

National Electricity Law or *NEL* means the National Electricity (Victoria) Law as in force in Victoria under the *National Electricity (Victoria) Act 2005*.

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

network charges mean charges that a *distributor* is entitled to charge to a *retailer* in connection with the *supply* of electricity to their *shared customers*.

nominal voltage means the AC (phase to phase or phase to earth RMS, as applicable) or DC *voltage* by which a system of supply is designated.

normal operating frequency band means the frequency range designated as the normal operating frequency band, in the Frequency Operating Standard published under the *NER*.

planned interruption means an *interruption* that a *distributor* schedules in advance, including for planned maintenance, repair or *augmentation* of the *distribution system* or for the installation or *connection* of new *supply* to another *customer*.

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 has the same meaning as in the *Electricity Safety Act 1998*.

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

protection equipment means any equipment, device or apparatus used to protect a *distribution system* or a *customer's premises* or *electrical installation* from damage due to an electrical or mechanical fault or conditions of the power system.

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, luminaires, 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).

public lighting services means the following services provided for the purpose of lighting public places:

- (a) the operation of *public lighting assets*, including handling enquiries and *complaints* about public lighting and dispatching crews to repair *public lighting assets*;
- (b) the maintenance, repair, alteration, relocation and replace of *public lighting assets*; and
- (c) the installation of new *public lighting assets*.

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 of Practice.

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.

reconnect means to re-establish *connection* after a *disconnection*.

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

REFCL or **Rapid Earth Fault Current Limiter** 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) accepted or determined by *Energy Safe Victoria* in a bushfire mitigation plan pursuant to the *Electricity Safety Act 1998*.

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.

register of life support customers and residents means a register established and maintained under section 40SV of the *Act* or clause 12 of this Code of Practice.

regulatory test means the regulatory investment test developed and published by the *AER* from time to time pursuant to rule 5.17 of the *NER*.

regulatory year has the meaning given to that term in the *NER*.

relevant authority means any person or body who has the power under law to direct, instruct, or otherwise require the *interruption of supply*, including *AEMO* or *AEMO's* authorised agent, the *system operator* and State or Federal Police.

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

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

repeated claims means more than the number of claims decided by the **Commission** for the purpose of Schedule 4 of this Code of Practice.

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

retail billing period means a calendar month or any other period agreed between a *distributor* and a *retailer*.

retail licence means a licence granted under the *Act* to sell electricity.

Retail Market Procedures has the same meaning as in the *NER*.

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

review means a systemic and independent process for obtaining evidence and evaluating it objectively to determine the extent to which particular criteria are fulfilled, this includes, but is not limited to, a regulatory audit undertaken in accordance with relevant *guidelines* issued by the *Commission*.

SAIDI means System Average Interruption Duration Index, and is calculated as described for in the *AER Distribution Reliability Measures Guideline*.

SAIFI means System Average Interruption Frequency Index, and is calculated as described in the *AER Distribution Reliability Measures Guideline*.

shared customer, in relation to a *distributor and a retailer*, means a *customer* of the *distributor* to whom the *retailer* sells electricity.

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

small customer has the meaning given to it in the *Energy Retail Code of Practice*.

small embedded generating unit means an *embedded generating unit* that is *connected* at a *point of connection* which, when aggregated with any other *embedded generating units connected* at that *point of connection*, have a power transfer capability of not more than 30kVA in total.

small embedded generator means an *embedded generator* who generates or proposes to generate electricity for *supply* or sale from a *small embedded generating unit*.

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

statement of charges means the statement of charges that a *distributor* must give to a *retailer* under clause 8.8.1 of this Code of Practice.

supply in relation to electricity, means the delivery of electricity, and includes the delivery of electricity to or from a *supply address* or *point of connection*.

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

supply restoration payment means the payment described in clause 14.5.

sustained interruption means an *interruption* of duration longer than three minutes.

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*.

system operations function or power has the same meaning as in section 119 of the *NEL*.

total fire ban day means a day or partial day of total fire ban declared pursuant to section 40 of the *Country Fire Authority Act 1958*.

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.

unauthorised voltage variation in respect of an *electrical installation* and a *supply address* means a *voltage* variation outside the limits prescribed by this Code of Practice.

undergrounding means to underground or otherwise relocate or modify any part of a *distribution system* at the request of a person, in order to avoid or minimise any threat or possible threat to the health or safety of any person or any property or the environment, or in order to improve the amenity or appearance of the environment.

unplanned interruption means an *interruption* that is not a *planned interruption*.

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

use of system agreement means an agreement between a *retailer* (or other person who has made an application for a *retail licence*) and a *distributor* which is necessary to ensure that, subject to the *Act*, electricity is *distributed* or *supplied* by means of the *distributor's distribution system* to the extent necessary to enable the *retailer* (or other person) to sell electricity to its *customers*.

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*).

voltage variation compensation cap means the amount decided by the *Commission* under Schedule 4 to this Code of Practice.

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 22.3.

2.2. Customer requests and agreements

In this Code of Practice, unless the context otherwise requires, 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*.

2.3. Receipt of communications and notices

Any written communication or notice required or permitted to be given under this Code of Practice is to be regarded as having been given by the sender and received by the addressee:

- (a)** if delivered in person to the addressee, or delivered to the addressee’s *supply address*, on the day when the notice is delivered;
- (b)** if sent by post, four *business days* after the date of posting, unless evidence is adduced to the contrary;
- (c)** if it is an *electronic communication*, at the time determined in accordance with the *Electronic Transactions (Victoria) Act 2000*.

PART 2: Relations with customers and retailers

3. Connection of supply

3.1. Simplified outline

This clause 3 sets out a distributor's obligations in relation to connection and energisation.

A distributor must comply with its obligations under Chapter 5, Part B (Network Connection and Access) and Chapter 5A (Electricity connection for retail customers) of the NER.

This clause also includes obligations that apply in addition to obligations under the NER.

3.2. New connection

Subject to clauses 3.3 and 3.5, where a *connection application* has been made by a *customer*, or by a *retailer* on behalf of a *customer*, a *distributor* must comply with its obligations under the *NER* in responding to the *connection application* (including making a *connection offer* or entering into a *connection contract*) and carrying out the *connection work*.

Note: Chapter 5A of the *NER*, as enacted and amended by ss 16R, 16S and 16SA of the *National Electricity (Victoria) Act 2005* and as amended by rule changes made after 1 July 2016, applies to the *connection* of retail customers and certain *small embedded generators* in Victoria.

Chapter 5 of the *NER* applies to the *connection* of *generators* and other persons who are registered as Registered Participants under the *NER*.

3.3. No energisation

3.3.1. A *distributor* must not *energise* a *customer's* supply address unless:

- (a) a request to do so is made by:
 - (i) a *customer*, and:
 - (A) the *distributor* is satisfied that the *customer* has engaged a *retailer*; or
 - (B) the *customer* is a *market customer*; or
 - (ii) a *retailer* on the *customer's* behalf;
- (b) there is a relevant *emergency*; or
- (c) *energisation* is otherwise expressly authorised or required by this Code of Practice or by law.

3.3.2. If a *customer* (other than a *market customer*) contacts a *distributor* to request *energisation* and the *distributor* is not satisfied that the *customer* has engaged a *retailer*, then the *distributor* must:

- (a) inform the *customer* that in accordance with any applicable *guidelines* the *customer* has a choice of *retailer*; and
- (b) advise the *customer* that the request must be made by the *customer's* *retailer*.

3.3.3. This clause 3.3 applies to an *exempt distributor*.

3.4. Connection - Energisation only

3.4.1. Where a *customer* only requires *energisation*, a *distributor* must use *best endeavours* to *energise* the *customer's* supply address:

- (a) within one *business day*, if the request is made to the *distributor* (orally or in writing) by 3 p.m; or
- (b) within two *business days*, if the request is made after 3 p.m,

after a request is made under clause 3.3.1(a), provided that the *customer* gives *acceptable identification* to the *distributor* or the *customer's* *retailer*.

3.4.2. This clause 3.4 applies to an *exempt distributor*.

3.5. Conditions for connection

3.5.1. The *distributor's* obligations under clause 3.2 are subject to:

- (a) an adequate *supply* of electricity being available at the required *voltage* at the boundary of the new *supply address*;
- (b) the *customer* complying with clauses 7.3.2 and 7.3.3;
- (c) the *customer* providing *acceptable identification*; and
- (d) the *customer* complying with the conditions for *connection* set out in its *connection contract*.

3.5.2. If a *distributor* is not obliged to comply with its obligation under clause 3.2 by reason of clause 3.5.1, the *distributor* must comply with such obligations as soon as reasonably practicable after the removal or elimination of the reason for which *connection* was not made.

3.5.3. This clause 3.5 applies to an *exempt distributor*.

3.6. Connection of embedded generators

Where a *connection application* has been made by an *embedded generator*, a *distributor* must comply with its obligations under the *NER* in responding to the *connection application* (including making a *connection offer* and entering into a *connection contract*).

Note: A *distributor* must comply with its obligations relating to the connection of *embedded generators* under Chapter 5, Part B and Chapter 5A of the *NER*.

Clause 10 of this Code of Practice addresses a *distributor's* immunity from liability for failing to take supply of electricity.

Clause 21 of this Code of Practice sets out the technical obligations that apply in relation to *embedded generators*.

4. Undergrounding of assets

4.1. Simplified outline and signposting

This clause 4 sets out a distributor's obligations in relation to proposals to underground the distributor's fixed assets at the request of a person.

Clause 4.3 determines the calculation of a distributor's avoided costs.

4.2. Contribution to the cost of undergrounding projects

- 4.2.1.** In making an offer to underground distribution fixed assets, a *distributor* must include a price that has been determined on the basis that the *distributor* is to contribute toward the costs of the *undergrounding* an amount equal to the *distributor's* avoided costs.

4.3. Calculation of avoided costs

- 4.3.1.** In determining the price to include in its offer, a *distributor* must calculate the amount of its avoided costs as follows:

$$AC = AM + DAR$$

where:

AC is the amount of the *distributor's* avoided costs;

AM is the present value of the maintenance and vegetation management costs the *distributor* will avoid incurring in connection with existing *distribution fixed assets* as a result of their *undergrounding*; and

DAR is the amount of the *distributor's* deferred asset replacement costs.

- 4.3.2.** In making calculations under clause 4.3.1:

- (a)** the amount of a *distributor's* deferred asset replacement costs is to be calculated as follows:

$$DAR = RC_E - RC_N$$

where:

DAR is the amount of the *distributor's* deferred asset replacement costs;

RC_E is the present value of the future capital costs the *distributor* will avoid incurring in connection with the replacement of existing distribution fixed assets as a result of their *undergrounding*; and

RC_N is the present value of the future capital costs the *distributor* will incur in connection with the replacement of the new underground distribution fixed assets.

- (b)** the future capital costs contemplated by *RC_E* and *RC_N* in clause 4.3.2(a) include the cost of materials, labour costs and a margin of up to 10% for overheads; and
- (c)** it is to be assumed that the life of any distribution fixed asset of a *distributor* is the life applicable in respect of that distribution fixed asset and that *distributor* under the *distribution determination* in force at the time of the calculation.

4.3.3. For the purposes of clause 4.3.1, each of:

- (a)** the amount of the operating, maintenance and vegetation management costs the *distributor* will avoid, as contemplated by *AM* in clause 4.3.1;
- (b)** the future capital costs the *distributor* will avoid, as contemplated by *RC_E* in clause 4.3.2(a); and
- (c)** the future capital costs the *distributor* will incur, as contemplated by *RC_N* in clause 4.3.2(a),

is to be such amount as fairly and reasonably estimated by the *distributor*.

4.4. Information about the cost of undergrounding projects

4.4.1. A *distributor* must include the following information in any offer the *distributor* makes to a person to underground distribution fixed assets:

- (a)** the price payable by the person; and
- (b)** the cost to the *distributor* of the *undergrounding*, including the cost of materials and labour costs.

4.4.2. If a *distributor* has made an offer to a person to underground distribution fixed assets and the person requests further information about the cost to the *distributor* of the *undergrounding* beyond the information included in the offer by virtue of clause 4.4.1, the *distributor* must provide the following further information to the person:

- (a)** itemised details of the materials and labour costs of the *distributor* in respect of the *undergrounding*; and
- (b)** the *distributor's* calculation of the amount of its avoided costs in respect of the *undergrounding* as contemplated by clause 4.3.1, including itemised details of the amount of each of *AM*, *DAR*, *RC_E* and *RC_N*.

5. Contestable services

5.1. Simplified outline

This clause 5 identifies contestable services. A service is a contestable service for the purpose of the NER if so identified by the laws of a participating jurisdiction.

5.2. Contestable services

5.2.1. A *distributor* must call for tenders for any construction works if it proposes to *augment* its *distribution network* in connection with its provision the following services:

- (a) a *connection service* requested by a *connection applicant*;
- (b) *undergrounding*;
- (c) services to other *distributors* such as power transfer capability services; and
- (d) *public lighting services*.

5.2.2. For the purpose of clause 5.2.1, and subject to clause 5.2.3, a *distributor* must invite at least two other persons who compete in performing works of that kind (or are capable of so competing) to provide:

- (a) information as to their availability to do the works; and
- (b) information as to the price of the works, and any terms and conditions which may apply.

5.2.3. A *distributor* may call for tenders in advance of the services being required and provide the person to whom the offer is made with contact details and prices of services of persons who have participated in the tender process.

5.2.4. Clause 5.2.1 does not apply:

- (a) if, despite a *distributor's best endeavours*, it is not able to identify two other persons who compete in performing works of that kind (or are capable of so competing);
- (b) to the extent that the *augmentation* involves design services;
- (c) to the extent that the *augmentation* involves services that cannot be safely or lawfully carried out by a third party; or

- (d) if the person to whom the offer is to be made agrees with or instructs the *distributor* that no tenders should be called for.

5.3. Tendering policies

5.3.1. A *distributor* must develop a tendering policy that must:

- (a) state the objectives of the *distributor's* tendering policy;
- (b) specify when the *distributor* is obliged to call for tenders;
- (c) specify any *augmentation* works or services relating to *augmentation* that will not be tendered;
- (d) set out a timeframe for the tender process;
- (e) specify any accreditation or other pre-conditions a person must satisfy if that person is to be eligible for performing any particular type of *augmentation* works or services;
- (f) not unreasonably discriminate and must not allow for unreasonable discrimination, against persons who may compete with the *distributor* in performing *augmentation* works (or who are capable of so competing);
- (g) specify the basis on which the *distributor* may recover the costs it incurs in conducting the tender (or participating in a tender that a *customer* may prefer to conduct), including payment terms; and
- (h) include a process for handling disputes.

5.4. Publication of tendering policies

5.4.1. A *distributor* must

- (a) publish its tendering policy on its website; and
- (b) provide a copy of its tendering policy to any person on request.

5.4.2. A *distributor* must notify the *Commission* of any change to its tendering policy.

6. Metering

6.1. Simplified outline

This clause 6 confirms that distributors and customers must comply with the metering codes, which include the National Electricity Rules, the Metrology Procedure and the Electricity Customer Metering Code of Practice.

6.2. Compliance with applicable metering codes

- 6.2.1.** A *distributor* and a *customer* must comply with the applicable *metering codes*.
- 6.2.2.** For the avoidance of doubt, if a *distributor* is appointed as the Metering Coordinator, Metering Provider and/or Metering Data Provider for a *supply address* or *connection* point under the *NER*, the *distributor* must comply with its obligations as Metering Coordinator, Metering Provider and/or Metering Data Provider, in addition to its obligations as a *distributor*, under the *NER*.
- 6.2.3.** Clause 6.2.1 applies to an *exempt distributor* to the extent that the applicable *metering code* imposes obligations on an *exempt distributor*.

7. Customer obligations

7.1. Simplified outline

This clause 7 sets out a customer's obligations:

- to maintain the condition of electrical equipment at the customer's site (clause 7.2);
- to permit access to premises by the distributor (clause 7.3); and
- to inform the distributor of certain changes (clause 7.4).

7.2. Customer's electrical installation and equipment

7.2.1. A *customer* must use *best endeavours* to ensure that:

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

7.2.2. 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 *supply address* to be used other than at the *customer's supply address* and not to *supply* electricity to any other *supply address* except in accordance with the *Act*;
- (c) not receive *supply* at its *supply address* of electricity from another *supply address* or from another *customer*, unless the other *customer* is an *exempt distributor* who is permitted to *supply* electricity to the first *customer's supply address* in accordance with the *Act*; and
- (d) not allow electricity *supplied* to the *supply address* to bypass the *meter*.

7.3. Distributor's equipment on and access to customer premises

7.3.1. 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*.

7.3.2. Provided that 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:

- (i)** the inspection or testing of the *customer's electrical installation* for the purpose of assessing whether the *customer* is complying with this Code of Practice; or
- (ii)** *connecting, disconnecting or reconnecting supply,*

and safe access to and within the *customer's* premises for the purposes described in this clause 7.3.2.

7.3.3. 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.

7.3.4. 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*.

7.4. 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 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*.

8. Use of system agreements with retailers

8.1. Simplified outline

A distributor is required, under its distribution licence, to enter into a use of system agreement with each retailer who sells electricity to retail customers within the distributor's distribution area.

This clause 8 regulates the entry into and form of use of system agreements, including by:

- providing for the process and timeframes for applying to the Commission for approval of a use of system agreement (clause 8.2), and the Commission's powers to direct that a distributor amend its use of system agreement (clause 8.4);
- prescribing matters that must be included in a use of system agreement (clause 8.7);
- clarifying that a use of system agreement may otherwise be negotiated and altered by agreement between the distributor and a retailer (clause 8.3);
- specifying the process and timeframes for a distributor to offer to enter into a written use of system agreement with a retailer (clause 8.5); and
- specifying a distributor's obligations in relation to termination of a use of system agreement (clause 8.6).

This clause also regulates the invoicing of network charges by distributors to retailers, by:

- specifying a distributor's obligation to provide a statement of charges to a retailer, including the form and content of that statement (clause 8.8);
- specifying the charges that a distributor is not permitted to recover from a retailer (clause 8.9); and
- specifying adjustments that a distributor may make to charges, notwithstanding any term or condition to the contrary in the use of system agreement (clause 8.10).

8.2. Commission approval of proposed default use of system agreements

8.2.1. *A distributor:*

- (a)** must within 40 *business days* of a date nominated by the *Commission* in a communication given to the *distributor*, and
- (b)** may at any other time,

prepare and submit to the *Commission* a proposed *default use of system agreement* that contains the terms and conditions set out in clause 8.7 for approval by the *Commission*.

8.2.2. If the *Commission* has received a proposed *default use of system agreement* from the *distributor* under clause 8.2.1, the *Commission* may:

- (a)** approve it as submitted;
- (b)** if the *Commission* has not previously approved a *default use of system agreement* for the *distributor*, approve it with amendments following consultation by the *Commission* on its proposed amendments; or
- (c)** not approve it.

8.2.3. At the end of 60 *business days* after the day the *Commission* receives a proposed *default use of system agreement* under clause 8.2.1 (or such longer period after that day not exceeding 30 *business days* as notified by the *Commission* to the *distributor*), if the *Commission* has not:

- (a)** approved (with or without amendment) the proposed *default use of system agreement*; or
- (b)** advised the *distributor* that the proposed *default use of system agreement* will not be approved,

the *Commission* will be deemed to have approved the proposed *default use of system agreement*.

8.3. Negotiated use of system agreements: permitted alterations

8.3.1. The *distributor* and a *retailer* or other person who has made an application for a *retail licence* may negotiate a *use of system agreement* with terms and conditions different from those included in a *default use of system agreement* approved by the *Commission* under clause 8.2, provided that the negotiated *use of system agreement* contains the terms and conditions set out in clause 8.7.

8.3.2. A *use of system agreement* negotiated under this clause must be in writing.

8.4. Distributor to comply with Commission's directions to amend

The *distributor* must amend its *default use of system agreement* in accordance with any direction to do so given by the *Commission* if:

- (a) the *Commission* is of the opinion that, without the amendment, the terms and conditions:
 - (i) are not fair and reasonable; or
 - (ii) unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*; and
- (b) the *Commission* has given the *distributor* an opportunity to make representations on the matter and to amend the *default use of system agreement* without such a direction.

8.5. Distributor to offer retailer use of system agreement

8.5.1. Where a *retailer* or other person who has made an application for a *retail licence* requests the *distributor* to offer a *use of system agreement* (for a period when no *use of system agreement* otherwise would be in force), the *distributor* must offer to enter into a written *use of system agreement*, in the form of the *default use of system agreement*, with the *retailer* or other person within three *business days* of the request, unless a *use of system agreement* between the *distributor* and the person making the request has been terminated due to a material breach and the circumstances giving rise to that breach remain unchanged such that if that former agreement was still in force there would be an unremedied breach.

8.5.2. Upon approval of a new *default use of system agreement* (under clause 8.2.2 or 8.2.3) or any required amendment to a *default use of system agreement* (under clause 8.4), the *distributor* must:

- (a) make an offer within 3 *business days* to each *retailer* with whom it has a *use of system agreement* to enter into a replacement *use of system agreement* in the form of the new *default use of system agreement*; and
- (b) if such offer is accepted, terminate the existing *use of system agreement*.

The offer must remain open for acceptance by a *retailer* for at least 40 *business days*.

8.6. Termination of use of system agreement

8.6.1. The *distributor* must notify the *Commission* as soon as practicable if:

- (a) it gives any notice to a *retailer* in connection with the proposed

termination of a *use of system agreement*; or

- (b) it terminates a *use of system agreement* without a replacement *use of system agreement* immediately coming into force.

8.6.2. The *distributor* must not terminate a *use of system agreement* if the *Commission* so directs the *distributor* and specifies the duration and circumstances of the prohibition on termination.

8.7. Terms and conditions of a use of system agreement

A *use of system agreement* must contain terms and conditions:

- (a) which are fair and reasonable and do not unreasonably discriminate, or have the effect of creating unreasonable discrimination, between *retailers* or between *customers* of any *retailer*;
- (b) which address at least the following matters:
 - (i) the *retail billing period* and the payment cycle (generally monthly but may be varied upon agreement between the *retailer* and the *distributor*);
 - (ii) *force majeure events* or events or circumstances beyond the reasonable control of the *distributor*;
 - (iii) indemnities provided by the *retailer* to the *distributor* and vice versa;
 - (iv) the *distributor's* obligation to operate its *distribution system* in a manner which enables it to support the *customer's load*, maintain and develop the capability of the *system* so that it can support the *load* and control the *voltage* of the *system*;
 - (v) how disputes between a *distributor* and a *retailer* are to be resolved.

8.8. Distributor must provide statement of charges

8.8.1. A *distributor* must provide a *statement of charges* to a *retailer* that includes:

- (a) the *network charges*, separately identified, in respect of each *shared customer's supply address* for which *metering data* was received, or for which the *distributor* provided any other service, during that *retail billing period*;
- (b) the date of issue of the *statement of charges*, and the due date for payment;
- (c) where applicable, the *metering data* for each *shared customer's supply address*;

- (d) any adjustments to *network charges* from previous *retail billing periods*; and

Note: see clause 8.9

- (e) where applicable, any credits for *GSL payments* that the *distributor* is required to make in respect of a *shared customer's supply address*.

8.8.2. The *distributor* must provide the *statement of charges* in clause 8.8.1:

- (a) to a *retailer* as agreed between the parties but no later than the 10th *business day* of the *retail billing period* following the *retail billing period* to which the charges relate;
- (b) subject to the *Retail Market Procedures*, in a format as agreed between the *retailer* and *distributor* or, in default of agreement, as reasonably determined by the *distributor*.

8.9. Charges that a distributor can and cannot recover

8.9.1. A *distributor* must not recover charges from a *retailer* that a *retailer* would otherwise charge a *small customer* if the *retailer* is not permitted to recover those charges from a *small customer* under the *Energy Retail Code of Practice*.

8.9.2. Subclause 8.9.1 does not apply where the reason the *retailer* is not permitted to recover charges is the result of some fault of the *retailer*.

8.9.3. This clause 8.9 applies to an *exempt distributor*.

8.10. Adjustments to a statement of charges

8.10.1. A *distributor* may adjust a *statement of charges* provided to a *retailer* to account for any error in, or correction or substitution of:

- (a) *metering data*; or
- (b) any other amount or factor that affects the calculation of the charges that may be imposed by a *distributor*.

8.10.2. An adjustment under subclause 8.10.1 may be made by a *distributor* by including, in a subsequent *statement of charges*, the amount required to be paid by, or credited to, the *retailer* together with an explanation of the adjustment.

9. Deemed distribution contracts with customers

9.1. Simplified outline

Section 40A of the Act requires a distributor to obtain the Commission's approval of terms and conditions that will apply in respect of the distribution of electricity to retail customers, and to give public notice of those terms and conditions, once approved.

Section 40A(3) of the Act requires the terms and conditions of a deemed distribution contract to be consistent with this Code of Practice, unless the Commission approves otherwise in a particular case.

This clause 9 sets out:

- the procedure for obtaining the Commission's approval for the purposes of s 40A of the Act; and
- the requirements with which the terms and conditions of a deemed distribution contract must be consistent, under section 40A(4) of the Act.

9.2. Commission approval of deemed distribution contracts with customers

9.2.1. *A distributor:*

- (a) must by a date nominated by the *Commission* in a communication given to the *distributor*, which is not less than 20 *business days* after the communication is given to the *distributor*, and
- (b) may at any other time,

prepare and submit to the *Commission* proposed terms and conditions of a *deemed distribution contract* for approval by the *Commission*.

9.2.2. As soon as practicable after the *Commission* approves terms and conditions of a *deemed distribution contract*, the *distributor* must give notice of those terms and conditions, including by publishing them in the Government Gazette in accordance with the *Act*.

Note: The *Commission's* approval of terms and conditions of a *deemed distribution contract* is governed by section 40A of the *Act*.

9.2.3. In providing a *deemed distribution contract* to the *Commission* for approval 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*:

- (a) for any breach by the *distributor* of the contract; and
- (b) for any negligence by the *distributor* in relation to the contract.

9.2.4. Clause 9.2.3 does not prevent the inclusion of a term or condition in the *deemed distribution contract*:

- (a) under which the *customer* acknowledges the extent of the *distributor's* responsibility for the *quality* and *reliability of supply* under this Code of Practice, the *NEL* and the *NER*
- (b) confirming that, under the contract, there is no variation or exclusion of the operation of section 120 of the *NEL* and/or clause 10 of this Code of Practice (if that is the case).

Note: A *distributor* may not vary or exclude section 120 of the *NEL* by a term or condition of a *deemed distribution contract* with a *small customer*.

9.2.5. Notwithstanding clause 9.2.3, if a *business customer* suffers loss or damage wholly or partly as the result of its failure to 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:

- (a) poor *quality* or *reliability of supply*; or
- (b) from the *distribution system* operating under the *REFCL condition* in accordance with clause 20.4.3,

then the *distributor's* liability for the loss or damage is reduced to an extent that reflects the *distributor's* share in the responsibility for the loss or damage.

Note: Clause 10.2 separately provides that a *distributor* does not incur civil monetary liability for a partial or total failure to take supply of electricity from an *embedded generating unit* connected to its *distribution system* in certain circumstances.

9.3. 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.

9.4. Contractual force majeure

- 9.4.1.** If but for this clause 9.4 a *distributor* or a *customer* would commit a *force majeure breach* of their *deemed distribution contract*:
- (a)** 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
 - (b)** 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.
- 9.4.2.** For the purposes of clause 9.4.1(b), if the effects of a *force majeure event* are widespread the *distributor* will be deemed to have given a *customer* prompt notice if, within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable; it makes the necessary information available by way of:
- (a)** a 24 hour telephone service; and
 - (b)** internet publication and/or short message service (SMS).
- 9.4.3.** A *distributor* may agree with a *customer* that the *distributor* is not to have the benefit of clause 9.4.1 in respect of any *force majeure event*.
- 9.4.4.** 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 that constitutes a *force majeure event* in any manner other than the manner preferred by that party.
- 9.4.5.** Nothing in this clause 9.4 nor in any term or condition of a *deemed distribution contract* which is not inconsistent with this clause 9.4 varies or excludes the operation of section 120 of the *NEL*.

10. Immunity for failure to take supply of electricity

10.1. Simplified outline

This clause 10 sets out the circumstances in which a distributor will be immune from liability for failure to take supply of electricity from an embedded generator.

10.2. Immunity for failure to take supply of electricity

- 10.2.1.** A *distributor*, or an officer or employee of a *distributor*, does not incur any civil monetary liability to an *embedded generator* for any partial or total failure to take *supply* of electricity from a *point of connection* unless the failure is due to an act or omission done or made by the *distributor* or the officer or employee of the *distributor*, in bad faith or through negligence.
- 10.2.2.** A *distributor* may enter into an agreement with an *embedded generator* (other than a *small embedded generator*) varying or excluding the operation of clause 10.2.1 and, to the extent of that agreement, that clause does not apply.
- 10.2.3.** This clause 10.2 does not apply to a *distributor* or an officer or employee of a *distributor* in relation to an act or omission in the performance or exercise, or purported performance or exercise, of a *system operations function or power*.

11. Interruption of supply

11.1. Simplified outline

This clause 11 sets out a distributor's obligations and customers' rights about interruption of supply, including:

- the circumstances where a distributor may interrupt supply (clause 11.2);
- a distributor's obligations in respect of unplanned interruptions, in particular, in relation to providing information (clause 11.3);
- a distributor's obligations in respect of planned interruptions, including, the form, content and timing of communications with customers (clauses 11.4, 11.5, 11.6 and 11.7);
- a distributor's obligation to inform the Department of Health of widespread supply events (clause 11.8).

11.2. A distributor's right to interrupt supply

11.2.1. A *distributor* may *interrupt supply* at any time for the following reasons:

- (a) subject to clause 11.5:
 - (i) planned maintenance, repair, or *augmentation* of the *distribution system*;
 - (ii) the *connection* or installation of a new *supply* to another *customer*;
- (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 *load* because the total *demand* for electricity at the relevant time exceeds the total *supply* available;
- (d) as directed, instructed or otherwise required by a *relevant authority*;
- (e) in the case of an *emergency*;

- (f) to restore supply to the *customer*; or
- (g) at the request of the *customer*.

11.2.2. This clause 11.2 applies to an *exempt distributor*.

11.3. Unplanned interruptions

11.3.1. In the case of an *unplanned interruption* or an *emergency*, a *distributor* must:

- (a) 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:
 - (i) information on the nature of the *interruption* and
 - (ii) an estimate of the time when *supply* will be restored or, if reliable information is not available to inform that estimate, an estimate of 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.

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

11.3.3. Clauses 11.3.1(c) and 11.3.2 apply to an *exempt distributor*.

11.4. Planned interruptions: customer communications

11.4.1. A *distributor* must enable each *customer* to nominate a preferred method or methods of communication to receive notices about *interruptions* and to:

- (a) nominate one or more methods of communication;
- (b) nominate that they only receive written notices in hard copy; and
- (c) update their preferences from time to time.

11.4.2. A *distributor* must create and maintain for a period of at least 2 years, a record of:

- (a) the preferred method or methods of communication nominated by a *customer*; and
- (b) any update to the preferences nominated by the *customer*.

11.4.3. Notices to *customers* about *interruptions*, whether in hard copy or by way of *electronic communication*, must:

- (a) be written in plain English and be designed to be readily understandable by *customers*; and
- (b) inform the *customer* how the *customer* can nominate or update their preferred method for receiving notices about *interruptions* from the *distributor*, for example, by contacting the *distributor* by telephone, via a website or by return text message.

11.5. Planned interruptions

11.5.1. Subject to clause 11.5.3, in the event of a *planned interruption*:

- (a) if an affected *customer* is not a *life support customer*, the *distributor* must give the *customer* at least 4 *business days* written notice of the *interruption*:
 - (i) if the *customer* has nominated to receive notices by:
 - (A) *electronic communication*; or
 - (B) *electronic communication* and hard copyand the *distributor* has *customer* details that enable it to notify the *customer* by *electronic communication* – by the nominated method or methods of communication; or
 - (ii) otherwise, in hard copy; or
- (b) if an affected *customer* is a *life support customer*:
 - (i) the *distributor* must provide the *customer* with at least 4 *business days* written notice of the *interruption*, unless a longer period of notice is requested by the *customer* and provided that the longer period of notice:
 - (A) is reasonably necessary; and
 - (B) can be accommodated by the *distributor*; and
 - (ii) the *distributor* must give the written notice to the *customer*:
 - (A) if the *customer* has nominated to receive notices by one or more methods of *electronic communication* – in hard copy and by the nominated method or methods of *electronic communication*; or
 - (B) otherwise, in hard copy.

11.5.2. A notice under clause 11.5.1 must:

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

- (c) include high-level information as to the reason for the *planned interruption*;
- (d) provide information as to the potential for the *planned interruption* to be cancelled or rescheduled; and
- (e) otherwise comply with the requirements of clause 11.4.3.

11.5.3. If a *distributor* gives notice under clause 11.5.1 by one or more methods of *electronic communication*, the *distributor* must also send the *customer* a reminder notice that complies with the requirements of clause 11.5.2 by the same method or methods of *electronic communication*, one *business day* prior to the *interruption*.

11.5.4. A *distributor* is not required to give an affected *customer* notice of a *planned interruption* in accordance with clause 11.5.1 if the *distributor* has obtained the affected *customer's explicit informed consent* to the *interruption* occurring between identified hours on a specified date and the *customer* has not withdrawn that consent.

11.5.5. A *customer* may withdraw their *explicit informed consent* at any time by informing the *distributor* of that withdrawal.

11.5.6. A *distributor* must:

- (a) create a record of each *explicit informed consent* provided by a *customer*; and
- (b) retain the record for at least 2 years.

11.5.7. The record required to be created and maintained by clause 11.5.6(a) must be in such a format and include such information as will enable:

- (a) the *Commission* to verify the *distributor's* compliance with the requirements in clause 11.5.4; and
- (b) the *distributor* to answer enquiries from a *customer* relating to the *customer's explicit informed consent*.

11.5.8. A *distributor* must, on request by a *customer* and at no charge, provide the *customer* with access to a copy of the record of *explicit informed consent* given by the *customer* and then retained by the *distributor*.

11.5.9. This clause 11.5 applies to an *exempt distributor* subject to the following timeframes:

- (a) within one *business day* of being notified by a *distributor* about a *planned interruption* under clause 11.5.1, an *exempt distributor* must give an affected customer written notice of the *interruption*; and
- (b) in the event of a *planned interruption* that is scheduled by an *exempt distributor*, the *exempt distributor* must comply with the

timeframes in clause 11.5.1.

11.6. Restoration of supply after a planned interruption

11.6.1. The *distributor* must use *best endeavours* to restore the *customer's supply* as soon as possible after a *planned interruption*.

11.6.2. This clause 11.6 applies to an *exempt distributor*.

11.7. Cancellation or rescheduling of planned interruptions

11.7.1. Where a *distributor* cancels or reschedules a *planned interruption* it must provide notice of the cancellation or rescheduling:

- (a)** as soon as practicable by means of *electronic communication* where the *customer* has nominated a preferred *electronic communication* method or methods; or
- (b)** where the *customer* has not nominated a preferred *electronic communication* method and where the *planned interruption* is cancelled or rescheduled more than 5 *business days* before the scheduled start date, by written notice in hard copy.

11.7.2. A notice under clause 11.7.1 must:

- (a)** include a high-level reason as to why the *planned interruption* was cancelled or rescheduled; and
- (b)** otherwise comply with the requirements of clause 11.4.3.

11.8. Informing the Department of Health

11.8.1. In a *widespread supply event*, a *distributor* must:

- (a)** inform the 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 of Health:
 - (i)** within 28 hours of a *sustained interruption* occurring and for every 12 hours thereafter until the *sustained interruption* has been resolved; and
 - (ii)** in a manner and format agreed from time to time between the Department of Health and the *distributor*.

11.8.2. This clause 11.8 applies to an *exempt distributor*.

12. Life support equipment

12.1. Simplified outline

The objective of this clause 12 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 their premises require life support equipment. These protections apply until the premises is validly deregistered.

This clause sets out:

- a distributor's obligations when notified by a customer or a retailer that a person requiring life support equipment resides at a supply address (clauses 12.2 and 12.3);
- a distributor's ongoing obligations after having registered a customer's premises in its register of life support customers and residents (clause 12.4);
- the circumstances in which a distributor may deregister a customer from its register of life support customers and residents (clause 12.5);
- record-keeping obligations regarding registration and deregistration of life support customers (clause 12.6);
- the corresponding obligations of exempt distributors in relation to life support customers (clause 12.7).

12.2. Registration of life support equipment

12.2.1. *Distributor* obligations when advised by customer

- (a) Within one *business day* after being advised by a *small customer* that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must record in a *register of life support customers and residents* the *life support customer details*.
- (b) A *distributor* who is advised by a *small customer* that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, must 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 the gas *retailer* or *distributor* who supplies gas at the *customer's* premises that a *life support resident* resides, or is intending to reside, at the

customer's premises.

- (c) Within 5 *business days* after being advised by a *small customer* that a *life support resident* resides, or is intending to reside, at the *small customer's premises*, a *distributor* must give to the *customer*, in plain English:
- (i) a *medical confirmation form* in accordance with clause 12.2.3;
 - (ii) information explaining that, if the *customer* fails to provide *medical confirmation*, the *customer* may be *deregistered* and, if so, the *customer* will cease to receive the *life support protections*;
 - (iii) advice that there may be *planned interruptions* or *unplanned interruptions* to *supply* at the address and that the *distributor* is required to notify them of a *planned interruption* in accordance with clause 11.5.1;
 - (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 premises and a person residing at the *customer's premises* 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 7 of the *Energy Retail Code of Practice*;
 - (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; and
 - (ix) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (d) Within one *business day* after being advised by a *small customer* that a *life support resident* resides, or is intending to reside, at the *small customer's premises*, a *distributor* must notify the *retailer* that a person residing or intending to reside at the *customer's premises* requires *life support equipment* and the date from which the *life support equipment* is required.

12.2.2. Distributor obligations when advised by retailer

- (a) Within one *business day* after being advised by a *retailer*, under section 40SG(4)(a) of the *Act*, that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must record in a *register of life support customers and residents* the *life support customer details*.
- (b) Within one *business day* after being advised by a *retailer*, under section 40SI(2) of the *Act* or under clause 170(1)(b) of the *Energy Retail Code of Practice*, that a *life support resident* resides, or is intending to reside, at the *small customer's* premises, a *distributor* must record in a *register of life support customers and residents* the *life support customer details*.

12.2.3. 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 of Practice;
- (c) request the following information from the *customer*:
 - (i) the *supply address* of the *customer's* premises;
 - (ii) the date from which the *customer* requires *supply* of electricity at the premises 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*.

12.3. Confirmation of supply address as requiring life support equipment

12.3.1. Where a *medical confirmation form* is provided to a *customer*, 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*.

12.3.2. 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 *customer* is temporarily registered as requiring *life support equipment* until the *medical confirmation* is received;
 - (iii) failure to provide *medical confirmation* may result in the *customer* being *deregistered*; and
 - (iv) the *customer* can request an extension of time to provide *medical confirmation*.

12.4. Ongoing distributor obligations

12.4.1. Where a *distributor* is required to record *life support customer details* in a *register of life support customers and residents* under clause 12.2.1(a) or clause 12.2.2(a), the *distributor* has the following ongoing obligations:

- (a) within one *business day* after receiving relevant information about the *life support equipment* requirements for the *customer's* premises (including *medical confirmation*) or any relevant contact details, give such information to the *retailer* for the purposes of updating the *retailer's register of life support customers and residents*, unless the relevant information was provided to the *distributor* by the *retailer*;
- (b) within one *business day* after being advised by a *customer* or *retailer* of any update to the *life support equipment* requirements for the *customer's* premises or any relevant contact details,

update the *register of life support customers and residents*;

- (c) except in the case of an *interruption* or *emergency*, not *disconnect* the *supply address* after the date the *life support equipment* will be required at the *supply address*; and
- (d) in the case of a *planned interruption*, comply with clause 11.5.1(b).

12.4.2. In addition to the obligations specified in clause 12.4.1, after a *distributor* is required to record a *customer's life support customer details* in a *register of life support customers and residents* under clause 12.2.1(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* after becoming aware) that a person residing at the *customer's supply address* requires *life support equipment*.

12.4.3. Where a *distributor* is required to record *life support customer details* in a *register of life support customers and residents* under clause 12.2.2(b), the *distributor* has the following ongoing obligations:

- (a) within one *business day* after receiving relevant information about the *life support equipment* requirements for the *customer's supply address* and any relevant contact details, give such information to the *retailer* for the purposes of updating the *retailer's register of life support customers and residents*, unless the relevant information was provided to the *distributor* by the *retailer*;
- (b) within one *business day* after being advised by a *retailer* of any update to the *life support equipment* requirements for the *customer's supply address* or any relevant contact details, update the *register of life support customers and residents*;
- (c) except in the case of an *interruption* or *emergency*, not *disconnect* the *supply address* after the date the *life support equipment* will be required at the *supply address*; and
- (d) in the case of a *planned interruption*, comply with clause 11.5.1(b).

12.5. Deregistration of life support customer

12.5.1. A *distributor* must not *deregister* a *customer* except in the circumstances permitted under this clause 12.5.

12.5.2. If a *customer* 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 *register of*

life support customers and residents as required by clause 12.6.

12.5.3. If a *distributor* is notified by a *retailer* that the *retailer* or an *exempt retailer* has *deregistered* a *customer's* supply address, the *distributor* must (within one *business day* from notification) update the *life support customer details* entered in its *register of life support customers and residents* as required by clause 12.6.

12.5.4. Cessation of *distributor* obligations after *deregistration*

The *distributor* obligations under clause 12.4 cease to apply in respect of a *customer* once that *customer* is validly *deregistered*.

12.5.5. *Deregistration* where *medical confirmation* not provided

(a) Where a *customer* who has been registered by a *distributor* under clause 12.2.1(a) fails to provide *medical confirmation*, the *distributor* may *deregister* the *customer* only when:

- (i) the *distributor* has complied with the requirements under clause 12.3;
- (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:
 - (A) in person;
 - (B) by telephone; or
 - (C) 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 12.3.1; 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* will be *deregistered*, which must be at least 15 *business days* from the date of the *deregistration notice*;
- (iii) advise the *customer* they 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 *life support protections* when the *customer* is *deregistered*.
- (c) Where a *customer* has been registered by a *distributor* under clause 12.2.2, a *distributor* may *deregister* the *customer* after being notified by the *retailer* that the *retailer* has *deregistered* the *customer's supply address* pursuant to clause 166 of the *Energy Retail Code of Practice*.

12.5.6. *Deregistration* where there is a change in the *customer's* circumstances

Where a *customer* who has been registered by a *distributor* under clause 12.2.1(a) or 12.2.2 advises the *distributor* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*, the *distributor* may *deregister* the *customer*.

- (a) on the date specified in accordance with subclause (a)(i)(B) if:
 - (i) the *distributor* has provided written notification to the *customer* advising:
 - (A) that the *customer* 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 premises or no longer requires the *life support equipment*;
 - (B) the date on which the *customer* 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 *life support protections* when the *supply address* is *deregistered*; and
 - (D) that the *customer* must contact the *distributor* prior to the date specified in accordance with subclause (a)(i)(B) if the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; and
 - (ii) the *customer* has not contacted the *distributor* prior to the date specified in accordance with subclause (a)(i)(B) to advise that the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; or
- (b) on 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 *customer* being *deregistered* on that date.

- 12.5.7.** A *distributor* must create a record of each *explicit informed consent* required by clause 12.5.6 and provided by a *customer*, and retain the record for at least 2 years.
- 12.5.8.** A *distributor* may *deregister* a *customer* after being notified by the *retailer* that the *retailer* has *deregistered* the *customer* pursuant to clause 166 of the *Energy Retail Code of Practice*.
- 12.5.9.** A *distributor* may, at any time, request a *customer* whose *supply address* has been registered under clause 12.2 to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.
- 12.5.10.** *Deregistration* where there is a change in the *customer's retailer*
- (a)** Where a *distributor* has registered a *customer* pursuant to clause 12.2.2 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 its *supply address* to another *retailer*, the *distributor* may *deregister* the *customer* on the date specified in accordance with subclause (a)(i)(B) if:
 - (i)** the *distributor* has provided written notification to the *customer* advising:
 - (A)** that the *customer* will be *deregistered*;
 - (B)** the date on which the *customer* 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 12 when the *customer* is *deregistered*; and
 - (D)** that the *customer* must contact the *distributor* prior to the date specified in accordance with subclause (a)(i)(B) if a person residing at the *customer's* premises requires *life support equipment*; and
 - (E)** the *customer* has not contacted the *distributor* prior to the date specified in accordance with subclause (a)(i)(B) to advise that a person residing at the *customer's supply address* requires *life support equipment*.
 - (b)** Nothing in subclause (a) affects the operation of clause 12.2.1(a) and 12.2.2 following a *customer's* transfer to the other *retailer*.

12.6. Registration and deregistration details must be kept by distributors

A *distributor* must:

- (a) establish policies, systems and procedures for registering and *deregistering life support customers*, to facilitate compliance with the requirements in this clause 12; and
- (b) ensure that the *register of life support customers and residents* is maintained and kept up to date, including:
 - (i) the date when the *customer* requires *supply of energy* at the premises for the purposes of the *life support equipment*;
 - (ii) when *medical confirmation* was received from the *customer* in respect of the premises;
 - (iii) the date when the *customer* is *deregistered* and the reason for *deregistration*; and
 - (iv) a record of communications with the *customer* required by clauses 12.3 and 12.5.

12.7. Exempt distributor obligations

12.7.1. Exempt distributor registration of *life support equipment*

- (a) Within one day after being advised by a *small customer* that a person residing or intending to reside at the *customer's* premises requires *life support equipment*, an *exempt distributor* must:
 - (i) record in a *register of life support customers and residents* the *life support customer details*; and
 - (ii) if the *customer* purchases electricity from an *exempt retailer*, notify the *exempt retailer* 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) Within one day after being notified by an *exempt retailer* under section 40SJ(5) of the *Act*, an *exempt distributor* must record in a *register of life support customers and residents* the *life support customer details*.

Note: An *exempt distributor* who provides electricity to a *customer* who purchases electricity from a licensed *retailer* has obligations under clause 12.7.5 of this Code of Practice.

12.7.2. Ongoing *exempt distributor* obligations

Where an *exempt distributor* is required to register a *customer* under clause 12.7.1(a) or (b), the *exempt distributor* has the following ongoing

obligations:

- (a)** if the *customer* purchases electricity from an *exempt retailer*:
 - (i)** give the *exempt retailer* relevant information about the *life support equipment* requirements for *customer* and any relevant contact details, for the purposes of updating the *exempt retailer's* registration under section 40SK(1) of the *Act*, unless the relevant information was provided to the *exempt distributor* by the *exempt retailer*;
 - (ii)** when advised by the *customer* or an *exempt retailer* of any updates to the *life support equipment* requirements for the *customer's* premises or any relevant contact details, update the *register of life support customers and residents*;
 - (iii)** except in the case of an *interruption* or *emergency*, not *disconnect* the *supply address* after 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 *planned interruption*, comply with clause 11.5.1(b);
- (c)** within one *business day* after being notified by a *distributor* about a *planned interruption* under clause 11.5.1(b), provide the affected *customer* with written notice.

12.7.3. Deregistration of life support customer

- (a)** An *exempt distributor* must only *deregister* a *life support customer* in the circumstances permitted under this clause 12.7.3.
- (b)** If an *exempt distributor* is notified by an *exempt retailer* that the *exempt retailer* has *deregistered* a *customer's supply address*, the *exempt distributor* must update the *life support customer details* entered in its *register of life support customers and residents* as required by clause 12.7.4.
- (c)** The *exempt distributor* obligations under clause 12.7.2 cease to apply in respect of a *customer* once that *customer* is validly *deregistered*.

12.7.4. Registration and deregistration details must be kept by exempt distributors

An *exempt distributor* must:

- (a)** establish policies, systems and procedures for registering and *deregistering life support customers*, to facilitate compliance with the requirements in this clause 12.7; and
- (b)** ensure that the *register of life support customers and residents* is maintained and are kept up to date, including:

- (i) the date when the *customer* requires *supply of energy* at the premises for the purposes of the *life support equipment*;
- (ii) the date when *medical confirmation* was received from the *exempt retailer* in respect of a *customer's* premises; and
- (iii) the date when the *customer* is *deregistered* and the reason for *deregistration*.

12.7.5. *Exempt distributor obligations for on-market customer*

- (a) When advised by a *small customer* who purchases electricity from a *retailer* who is not an *exempt retailer*, the *exempt distributor* must:

- (i) within one *business day*, record in a *register of life support customers and residents* the *life support customer details*;
- (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 the gas *retailer* or *distributor* who supply gas at the *customer's* premises that a *life support resident* resides or is intending to reside at the *customer's* premises;
- (iii) within 5 *business days* after receiving advice from the *customer*, give to the *customer*, in plain English:

- (A) a *medical confirmation form* in accordance with subclause (b);
- (B) information explaining that, if the *customer* fails to provide *medical confirmation*, the *customer* may be *deregistered* and, if so, the *customer* will cease to receive the *life support protections*;
- (C) advice that there may be *planned interruptions* or *unplanned interruptions* to *supply* at the address and that the *exempt distributor* is required to notify them of a *planned interruption* in accordance with clause 11.5;
- (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 premises and a person residing at the *customer's* premises 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 7 of the *Energy Retail Code of Practice*;
- (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 of Practice;
- (iii) request the following information from the *customer*:
 - (A) the *supply address* of the *customer's* premises;
 - (B) the date from which the *customer* requires *supply* of electricity at the premises 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 to a *customer*, the *exempt distributor* must comply with subclause 12.3.1(a)-(e).

- (d) A *confirmation reminder notice* must contain the information specified in clause 12.3.2.
- (e) Ongoing *exempt distributor* obligations

Where an exempt distributor is required to record life support customer details in a register of life support customer and residents, the exempt distributor has the following ongoing obligations:

- (i) within one *business day* after being advised by a *customer* of any updates to the *life support equipment* requirements for the *customer's* premises or any relevant contact details, update the *register of life support customers and residents*;
 - (ii) except in the case of an *interruption* or *emergency*, not *disconnect* the *supply address* after the date the *life support equipment* will be required at the *supply address*; and
 - (iii) in the case of a *planned interruption*, comply with clause 11.5.1(b)
 - (iv) within one *business day* after being notified by a *distributor* about a *planned interruption* under clause 11.5.1(b), provide the affected *customer* with written notice.
- (f) *Deregistration of life support customer*
- (i) An *exempt distributor* must not *deregister* a *customer* except in the circumstance permitted under subclauses (g) to (h).
 - (ii) If a *customer's supply address* is *deregistered* by an *exempt distributor*, the *exempt distributor* must within one *business day* from *deregistration*, update the *life support customer details* entered in its *register of life support customers and residents* as required by subclause (j).
- (g) *Deregistration where medical confirmation not provided*

Where a customer whose has been registered by an exempt distributor under subclause (a)(i) fails to provide medical confirmation, the exempt distributor may deregister the customer only when:

- (i) the *exempt distributor* has complied with the requirements under subclause (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 12.7.5(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* will be *deregistered*, which must be at least 15 *business days* from the date of the *deregistration notice*;
 - (C) advise the *customer* they 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 *life support protections* when the *customer* is *deregistered*.
- (h) *Deregistration* where there is a change in the customer's circumstances

Where a customer who has been registered by an exempt distributor under subclause (a)(i) advises the exempt distributor that the person for whom the life support equipment is required has vacated the premises or no longer requires the life support equipment, the exempt distributor may deregister the customer on:

- (i) the date specified in accordance with subclause (h)(i)(B) if the *exempt distributor* has provided written notification to the *customer* advising:
 - (A) that the *customer* 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 premises or no longer requires the *life support equipment*;

- (B) the date on which the *customer* 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 *life support protections* when the *customer* is *deregistered*; and
 - (D) that the *customer* must contact the *exempt distributor* prior to the date specified in accordance with subclause (h)(i)(B) if the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; and
 - (E) the *customer* has not contacted the *distributor* prior to the date specified in accordance with subclause (h)(i)(B) to advise that the person for whom the *life support equipment* is required has not vacated the premises 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 *customer* being *deregistered* on that date.
 - (iii) An *exempt distributor* must create a record of each *explicit informed consent* required by subclause (ii) and provided by a *customer*, and retain the record for at least 2 years.
 - (iv) An *exempt distributor* may, at any time, request a *customer* whose *supply address* has been registered under clause 12.7.5 to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.
- (i) Cessation of *distributor* obligations after *deregistration*

The *exempt distributor* obligations under subclause (e) cease to apply in respect of a *customer* once that *customer* is validly *deregistered*.
 - (j) Registration and *deregistration* details must be kept by *exempt distributors*

An *exempt distributor* must:

- (i) establish policies, systems and procedures for registering and *deregistering life support customers* to facilitate compliance with the requirements in this clause 12.7.
- (ii) ensure that the *register of life support customers and residents* is maintained and kept up to date, including:
 - (A) the date when the *customer* requires *supply* of *energy* at the premises for the purposes of the *life support equipment*;
 - (B) when *medical confirmation* was received from the *customer* in respect of the premises;
 - (C) the date when the *customer* is *deregistered* and the reason for *deregistration*; and
 - (D) a record of communications with the *customer* required under this clause 12.7.

13. Reliability targets

13.1. Simplified outline

This clause 13 sets out the information that a distributor must publish about targets for the reliability of supply.

13.2. Distributor's targets

13.2.1. Before 30 June each year, a *distributor* must publish on its website the targets for *reliability of supply* for the following year. Where targets for the parameters below are determined by the *AER* in the current *distribution determination*, the *distributor* must publish the targets as determined by the *AER*.

13.2.2. As a minimum, the targets to be published in accordance with clause 13.2.1 must include:

- (a) for *customers* supplied from *CBD feeders*, *urban feeders*, *short rural feeders* and *long rural feeders*:
 - (i) average minutes off *supply* per *customer* (*SAIDI*) due to *planned interruptions*;
 - (ii) average minutes off *supply* per *customer* (*SAIDI*) due to *unplanned interruptions*;

- (iii) average number of *unplanned interruptions* per customer (*SAIFI*), excluding *momentary interruptions*;
 - (iv) average number of *momentary interruptions* per customer (*MAIFI*); and
 - (v) average duration of *unplanned interruptions* (*CAIDI*); and
 - (b) estimates of the number of *customers* the *distributor* expects will be entitled to payments under clause 14.5.
- 13.2.3.** A *distributor* must provide information about its targets for *reliability of supply* under this clause 13.2 to a *customer* or a *retailer* on request.

13.3. Reliability of supply

- 13.3.1.** A *distributor* must use *best endeavours* to meet targets determined by the *AER* in the current *distribution determination* and targets published under clause 13.2.1 and otherwise meet reasonable *customer* expectations of *reliability of supply*.
- 13.3.2.** 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.
- 13.3.3.** On request by a *customer* or by a *retailer* on behalf of a *customer*, a *distributor* must provide information on *reliability of supply* including 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.

14. Guaranteed service levels

14.1. Simplified outline

The objective of this clause 14 is to set out the minimum service levels that distributors are required to provide to certain customers, and the payments that distributors are required to make to customers if they fail to meet those minimum service levels.

14.2. Application of clause

- 14.2.1.** This clause 14 only applies in relation to *customers* whose annual

electricity consumption is, or is likely to be, 160 MWh or less.

14.2.2. A *distributor* may undertake to provide higher *guaranteed service levels* than set out in this clause 14 to a *customer* or to any class of *customers*.

14.2.3. For the purposes of this clause 14, if a *distributor* is required to make a *GSL payment* in respect of an event affecting a *supply address*, and a *customer* moves out of that *supply address* before the *GSL payment* is made, then the *distributor* is required to make the *GSL payment* to the *customer* in occupation at the *supply address* at the time when the payment is made.

14.3. Appointments

14.3.1. 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* \$35.

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

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

14.3.3. A request from a *retailer* for a *special meter read* relating to the move in of a new *customer* to an existing *supply address* is not considered to be an appointment for the purposes of this clause 14.3 unless the *customer* or their representative is required, or has advised their choice, to be in attendance.

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

14.4. Failure to connect new supply

If a *distributor* does not complete the *connection work* to *connect* a new *customer* within the timeframe as required by clause 3.2, the *distributor* must pay to the *customer* \$80 for each day that it is late, up to a maximum of \$400.

14.5. Supply restoration and low reliability payments

14.5.1. A *distributor* must make a *supply restoration payment* to a *customer* of:

- (a) \$130, if the *customer* experiences more than 18 hours of

unplanned *sustained interruptions* per year; or

- (b) \$190, if the *customer* experiences more than 30 hours of unplanned *sustained interruptions* per year; or
- (c) \$380, if the *customer* experiences more than 60 hours of unplanned *sustained interruptions* per year;

not counting the period of an event to which clause 14.5.3, 14.5.4 or 14.6 applies or any period of *interruption* on a *major event day*.

14.5.2. A *distributor* must make a *low reliability payment* to a *customer* of:

- (a) \$130, if the *customer* experiences more than 8 unplanned *sustained interruptions* per year; or
- (b) \$190, if the *customer* experiences more than 12 unplanned *sustained interruptions* per year; or
- (c) \$380, if the *customer* experiences more than 20 unplanned *sustained interruptions* per year; and
- (d) \$40, if the *customer* experiences more than 24 *momentary interruptions* per year; or
- (e) \$50, if the *customer* experiences more than 36 *momentary interruptions* per year,

not counting an event to which clause 14.5.3, 14.5.4 or 14.6 applies or any period of *interruption* on a *major event day*.

14.5.3. Despite clauses 14.5.1 and 14.5.2:

- (a) a *supply restoration payment* is not required to be made by a *distributor*.
 - (i) for a *planned interruption* effected with the prior agreement of a *customer*; or
 - (ii) for an *unplanned interruption* which is not restored within the time specified in clause 14.5.1 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*.

14.5.4. A *distributor* is excused from making a *supply restoration payment* or a *low reliability payment* if the obligation to make the payment arises from any of the following events:

- (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*;

- (b) automatic *load shedding* due to the operation of under frequency relays following the occurrence of a power system under-frequency condition;
- (c) *load shedding* at the direction or instruction of AEMO, AEMO's authorised agent, or a *system operator*;
- (d) *interruptions* caused by a failure of:
 - (i) the shared transmission network;
 - (ii) *transmission connection* assets; or
 - (iii) assets forming part of a *distribution system* that is not owned or operated by the *distributor*,

except where the *interruptions* were due to:

- (A) actions, or inactions, of the *distributor* that are inconsistent with good industry practice; or
 - (B) inadequate planning of the transmission network *connection* points and where the *distributor* has responsibility for that part of the *transmission connection* planning;
- (e) where prior approval has been obtained from the *Commission*, *load shedding* due to a shortfall in *demand* response initiatives;
 - (f) the operation of any equipment, plant or technology installed for the purposes of bushfire safety mitigation in connection with an electric line (other than a private line) that is above the surface of land and in a hazardous bushfire risk area, for example *REFCL*, circuit breakers, or an automatic circuit recloser, on a day declared to be a *total fire ban day* or a *code red day*, in an area for which a *total fire ban day* or a *code red day* has been declared;
 - (g) an *interruption* caused or extended by a direction from state or federal *emergency services*, provided that a fault in, or the operation of, the *distribution system* did not cause, in whole or part, the event giving rise to the direction.

14.5.5. A *distributor* who is excused from making a *supply restoration payment* or a *low reliability payment* under clause 14.5.4 must, within 30 *business days* after the end of the quarter in which the event occurred, notify the *Commission* in writing identifying:

- (a) the relevant event in clause 14.5.4 that is applicable and a description of the circumstances of that event;
- (b) the impact of the event on the *distributor's* reliability performance; and
- (c) the extent of the exclusion of liability to make *supply restoration payments* or *low reliability payments*.

14.6. Major event day payments

- 14.6.1.** A *distributor* must make a payment to a *customer* of \$90 if the *customer* experiences an unplanned *sustained interruption* of more than 12 hours on a *major event day*.
- 14.6.2.** Where a *customer* experiences an unplanned *sustained interruption* of more than 12 hours that commenced on a *major event day*, to the extent the *sustained interruption* extends into subsequent *days*, the extension of that *sustained interruption* is not required to be counted by the *distributor* for the purposes of clauses 14.5.1 and 14.5.2.

14.7. Data to be used for determining eligibility of payment

- 14.7.1.** Where a *customer* has *advanced metering infrastructure* or another *meter* type that is capable of recording that a *customer* has experienced a *sustained interruption* or *momentary interruption*, the *distributor* must use data from that *meter* for the purposes of determining the eligibility of a *customer* for a payment under clauses 14.5 or 14.6.
- 14.7.2.** Where a *customer* does not have *advanced metering infrastructure* or another *meter* type that is capable of recording that a *customer* has experienced a *sustained interruption* or *momentary interruption*, the *distributor* may use data from a relevant *feeder* for the purposes of determining the eligibility of a *customer* for a payment under clauses 14.5 or 14.6.

14.8. Time for payment

- 14.8.1.** A *distributor* must make a payment required to be made by clause 14.3.1 (late for appointment) as soon as practicable and in any event within two *retail billing periods* of the day on which the event giving rise to the requirement to make the payment occurred.
- 14.8.2.** A *distributor* must make a payment required to be made by clause 14.4 (failure to connect new supply) as soon as practicable and in any event within two *retail billing periods* of the day on which the event giving rise to the requirement to make the payment occurred.
- 14.8.3.** A *distributor* must:
- (a)** at the end of each quarter, determine whether it must make a *supply restoration payment* or *low reliability payment* to a *customer*; and
 - (b)** make the *supply restoration payment* or *low reliability payment* within 60 *business days* following the completion of the quarter in which the *customer* became eligible for the *supply restoration payment* or *low reliability payment*.
- 14.8.4.** A *distributor* must make a *major event day payment* within 60 *business days* of the *major event day*.

15. Non-compliance by distributors and customers

15.1. Simplified outline

This clause 15 sets out:

- a distributor's obligation to remedy its failure to comply with an obligation under this Code of Practice (clause 15.2);
- a distributor's obligation to notify customers of their failure to comply with an obligation under this Code of Practice (clause 15.3); and
- a customer's obligations in the event of its non-compliance with this Code of Practice (clauses 15.4 and 15.5).

15.2. Distributor's obligation to remedy

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

15.2.2. Where a breach of this Code of Practice by a *distributor* is found to be caused by a *customer* not complying with the Code of Practice, the *distributor* is deemed to have complied with the Code of Practice unless the *distributor* does not act in accordance with clause 15.4.2 to seek the *customer's* compliance.

15.2.3. This clause 15.2 applies to an *exempt distributor*.

15.3. Notification to customers

If a *distributor* becomes aware of its failure to comply with any obligation under this Code of Practice, 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.

15.4. Non-compliance by customers

- 15.4.1.** A *customer* is deemed to comply with an obligation under this Code of Practice 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.
- 15.4.2.** If a *distributor* becomes aware of a breach of this Code of Practice 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*.
- 15.4.3.** A *customer* must use *best endeavours* to remedy any non-compliance with this Code of Practice within the time period specified in any notice of non-compliance sent by a *distributor* in accordance with clause 15.4.2.

15.5. Tenants' obligations

- 15.5.1.** Where a *residential customer* has been advised of non-compliance with this Code of Practice in accordance with clause 15.4.2 and is unable to remedy the non-compliance because they are not the owner of the *supply address*, the *residential customer* must use *best endeavours* to have the owner or other person responsible for the *supply address* fulfil the obligation.
- 15.5.2.** On request, the *residential 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 of Practice.

16. Disconnection of supply

16.1. Simplified outline

This clause 16 sets out the circumstances in which a distributor:

- is permitted to disconnect supply to a customer's supply address (clauses to 16.2 to 16.6); and
- is prohibited from disconnecting supply (clauses 16.4.1(a) and 16.7).

16.2. Non-compliance

16.2.1. 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 of Practice as notified under clause 15.4.2; and
- (b) the distributor has given the customer a *disconnection warning notice* of its intention to *disconnect* the customer after 5 business days after the date of receipt of the *disconnection warning notice* (in addition to the period of notice referred to in clause 15.4.2); and
- (c) the customer fails to comply with the notice or enters into an arrangement to comply but fails to comply with that arrangement.

16.2.2. This clause 16.2 applies to an *exempt distributor*.

16.3. Health, safety or emergency

16.3.1. 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*.

16.3.2. 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 16.3.1 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) after the expiration of those 5 business days, given the customer

a *disconnection warning notice* of its intention to *disconnect* the *customer* after a further 5 *business days* from the date of receipt of the *disconnection warning notice*, if the *customer* has not eliminated the cause of the potential danger within that further period.

16.3.3. This clause 16.3 applies to an *exempt distributor*.

16.4. Retailer's request

16.4.1. If the *customer's retailer* has requested *disconnection*:

- (a) a *distributor* must not *disconnect supply* to a *customer's supply address* if the *distributor* has reasonable grounds to suspect that the *retailer* has requested *disconnection* in circumstances where a *retailer* is prohibited from arranging *disconnection* under the *Act*;

Note: See Division 5C of the *Act*.

- (b) if subclause (a) does not apply, then a *distributor* must *disconnect supply* to a *customer's supply address*, unless the *distributor* is otherwise prohibited from doing so under clause 16.7.2.

16.4.2. 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 then, subject to clause 16.7, the *distributor* must use its *best endeavours* to *disconnect supply* to the *customer's supply address* within two hours.

16.4.3. Clause 16.4.2 does not apply to a request for *disconnection* at a scheduled time.

16.4.4. This clause 16.4 applies to an *exempt distributor*.

16.5. Customer's request

16.5.1. 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.

16.5.2. 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 16.7, the *distributor* must use its *best endeavours* to *disconnect supply* to the *customer's supply address* within two hours of the request being validated by the *distributor*.

16.5.3. Clause 16.5.2 does not apply to a request for *disconnection* at a scheduled time.

16.5.4. This clause 16.5 applies to an *exempt distributor*.

16.6. Illegal supply

16.6.1. 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*.

16.6.2. This clause 16.6 applies to an *exempt distributor*.

16.7. No disconnection

16.7.1. A *distributor* must not *disconnect supply* to a *customer's supply address* except in the case of an *emergency*, or under clause 16.6, or otherwise as agreed with a *customer*:

- (a) before 8am or after 2 pm (for a *residential 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*.

16.7.2. Despite any other provision of this Code of Practice, a *distributor* must not *disconnect supply* to a *customer*:

- (a) if the *customer* or the *customer's supply address* is registered in the *distributor's register of life support customers and residents*, except in the case of an *emergency*; or
- (b) for non-compliance under clause 16.2 if:
 - (i) the *customer* is a tenant and is unable to remedy the non-compliance because it is not the owner of the *supply address*, and has met the requirements of clause 15.5; or
 - (ii) there is a dispute between the *customer* and the *distributor* which has been notified by the *customer* under clause 18 and is still being dealt with by the *distributor* under that clause, or which is the subject of proceedings before the *energy ombudsman* or other relevant external dispute 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.

Note: See also clause 16.4.1(a).

16.7.3. This clause 16.7 applies to an *exempt distributor*.

17. Reconnection of supply

17.1. Simplified outline

This clause 17 sets out a distributor's obligations to reconnect a customer following disconnection.

17.2. Distributor's reconnection obligations

17.2.1. If a *distributor* has *disconnected* a *customer* as a result of:

- (a) non-compliance with this Code of Practice under clause 16.2, and the *customer* has remedied the non-compliance within 10 *business days of disconnection*;
- (b) danger under clause 16.3, and the *customer* has eliminated the cause of the danger within 10 *business days of disconnection*; 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 of practice and the *customer* paying any reconnection charge (as permitted under the *approved pricing proposal*), the *distributor* must *reconnect* the *customer*.

17.2.2. Subject to clauses 17.2.4 and 17.2.5, if a *customer*, or a *retailer* on behalf of a *customer*, makes a request for *reconnection* under clause 17.2.1 to a *distributor*:

- (a) before 3 pm on a *business day*, the *distributor* must:
 - (i) where the *distributor* is able to *reconnect* the *customer* by re-energising the *customer's supply address* remotely, use *best endeavours* to *reconnect* the *customer* within two hours of a request being validated by the *distributor*, and
 - (ii) in any event, *reconnect* the *customer* on the day of

the request;

- (b) after 3pm and before 9pm on a *business day* and if the *customer* pays any applicable additional after-hours reconnection charge, the *distributor* must:
 - (i) where the *distributor* is able to *reconnect* the customer by re-energising the *customer's supply address* remotely, use *best endeavours* to *reconnect* the *customer* within two hours of a request being validated by the *distributor*; and
 - (ii) in any event, *reconnect* the *customer* by the next *business day*; and
- (c) after 3pm and before 9pm on a *business day* and if the *customer* has not paid any applicable additional after-hours reconnection charge, the *distributor* must *reconnect* the *customer* by the next *business day*.
- (d) after 9pm on a *business day* or on a day that is not a *business day*, the *distributor* must *reconnect* the *customer* by the next *business day*.

17.2.3. A *distributor* and a *customer* may agree that *reconnection* may occur at a later time than required under clause 17.2.2.

17.2.4. A *distributor* is not obliged to *reconnect* a *customer* under clause 17.2.2 unless the *distributor* reasonably believes that it can do so safely.

17.2.5. A *distributor* is not obliged to *reconnect* a *customer* in the timeframes provided by clause 17.2.2 where a *distributor* does not own the meter or where a site visit is required, in which case the *distributor* must use *best endeavours* to *reconnect* the *customer* as soon as practicable.

17.2.6. This clause 17.2 applies to an *exempt distributor*.

18. Complaints and dispute resolution

18.1. Simplified outline

This clause 18 sets out a distributor's obligations in dealing with complaints and identifies information that must be given to customers about complaint handling and dispute resolution processes.

18.2. How distributors must handle complaints

18.2.1. A *distributor* must handle a *complaint* by a *customer* in accordance with

the *Australian Standard* ISO 10002:2018 (Quality management - Customer satisfaction – Guidelines for complaints handling in organisations) as amended from time to time. The *distributor* must include information on its *complaint* handling processes in the *distributor's* website.

18.2.2. When a *distributor* responds to a *customer's complaint*, the *distributor* must inform the *customer* in writing that:

- (a) 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 ombudsman*. or other relevant external dispute resolution body.

18.2.3. A *distributor* must include the contact details for the *energy ombudsman* on any *disconnection warning notice* issued by the *distributor*.

18.2.4. Clauses 18.2.1, 18.2.2(a) and 18.2.3 apply to an *exempt distributor*.

18.3. Distributors to give information about dispute resolution

When responding to a *connection application*, including any request to alter, upgrade or augment an existing *connection*, made by or on behalf of a *customer* (other than a *market customer*), the *distributor* must inform the *customer* or *retailer* that disputes regarding the charges, terms and conditions of any *connection agreement* are resolved by the AER under Part G of Chapter 5A of the *NER*.

PART 3: Technical obligations

19. Asset management and planning

19.1. Simplified outline

This clause 19 sets out a distributor's obligations to develop and implement plans to ensure security and reliability of supply, in particular its obligations to:

- assess, record, test and develop and implement plans for its distribution system assets (clause 19.2); and
- submit planning reports to the Commission (clauses 19.3 and 19.4).

19.2. Good asset management

19.2.1. 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*:
 - (i) to comply with the laws and other performance obligations which apply to the provision of *distribution* services including those contained in this Code of Practice;
 - (ii) to minimise the risks associated with the failure or reduced performance of assets; and
 - (iii) 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*.

Note: Clause 19.2.1 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 of supply* 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.

19.2.2. Clauses 19.2.1(a) and 19.2.1(b) apply to an *exempt distributor*.

19.3. Transmission Connection Planning Report

19.3.1. 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.

19.3.2. For the purpose of clause 19.3.1, 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.

19.3.3. Each *distributor* must publish the Transmission Connection Planning Report on its website and, on request by a *customer*, provide the *customer* with a copy.

19.4. Distribution System Planning Report

19.4.1. A *distributor* must submit to the *Commission* an annual report called the 'Distribution System Planning Report' detailing:

- (a) how it plans over the following five calendar years to meet

predicted *demand* for electricity *supplied* through its subtransmission lines, zone substations and *high voltage* lines;

- (b) how it plans over the following five calendar years to improve *reliability of supply* to its *customers*;
- (c) in the case of the *Melbourne CBD distributor* only, how it plans over the following five calendar years to implement any *CBD* security of supply upgrade plan;
- (d) how it plans over the following five calendar years to install any plant, equipment or technology that may result in a *REFCL condition*;
- (e) its use of *advanced metering infrastructure* technology.

19.4.2. In fulfilling the requirements of clause 19.4.1(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 *distribution system*.

19.4.3. In fulfilling the requirements of clause 19.4.1(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.

19.4.4. In fulfilling the requirements of clause 19.4.1(c), 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.

19.4.5. In fulfilling the requirements of clause 19.4.1(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.

19.4.6. In fulfilling the requirements of clause 19.4.1(e), the report must include the following information:

- (a) how information generated by *advanced metering infrastructure* is being used to better support *life support customers*;
- (b) how information generated by *advanced metering infrastructure* is being used to guide network planning and *demand* side response initiatives;
- (c) how information generated by *advanced metering infrastructure* is being used to support network reliability initiatives; and
- (d) the *quality of supply* information described in schedule 2.

19.4.7. Each *distributor* must publish the Distribution System Planning Report on its website and, on request by a *customer*, provide the *customer* with a copy.

19.5. Melbourne CBD security of supply

19.5.1. Without limiting clause 19.2, the *Melbourne CBD distributor* must take steps to strengthen the security of supply in the Melbourne *CBD* in accordance with this clause 19.5.

19.5.2. The *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* for distribution.

19.5.3. If the *Commission*:

- (a) is satisfied that a plan submitted under clause 19.5.2 meets the requirements of clause 19.5.2, that plan shall be the *CBD* security of supply upgrade plan;
- (b) is not satisfied that a plan submitted under clause 19.5.2 meets the requirements of clause 19.5.2, the *Commission* may require the *Melbourne CBD distributor* to submit a revised plan within a reasonable period advised by the *Commission*, in which a case clauses 19.5.2 and 19.5.3 apply to that revised plan;

19.5.4. 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*.

19.5.5. 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.

20. Quality of supply

20.1. Simplified outline

This clause 20 sets out a distributor's obligations in respect of maintaining quality of supply.

Clause 20.4.8 specifies circumstances in which a distributor must compensate any person whose property is damaged due to excessive voltage variations.

20.2. Compliance with quality of supply requirements

A *distributor's* obligations under this clause in respect of maintaining *quality of supply* may be varied pursuant to any direction or instruction lawfully issued to the *distributor* by AEMO, or AEMO's authorised agent or delegate, in the exercise of powers under Part 8 of the *NEL* or Chapter 4 of the *NER*.

20.3. Supply frequency

20.3.1. AEMO is responsible for the frequency of each *distributor's distribution system*, having an obligation under the *NER* to use reasonable endeavours to maintain *system* frequency at 50 Hz, subject to the allowable variations permitted under the *NER*.

20.3.2. A *distributor* has no obligation in respect of the frequency of its *distribution system*.

20.4. Voltage

20.4.1. Subject to clause 20.4.2, a *distributor* must maintain a *nominal voltage* level at one of the following standard *nominal voltages* measured at the point identified in the second column of Table 1, being either the *meter* electrically closest to, and applicable to, the *point of supply* to the *customer's electrical installation* (Meter) or at the *point of supply* to the *customer's electrical installation* (POS).

Table 1

230 V	Meter
400 V	Meter
460 V	Meter
6.6 kV	POS
11 kV	POS
22 kV	POS
66 kV	POS

20.4.2. Subject to clause 20.4.3, variations from the relevant standard *nominal voltage* listed in clause 20.4.1 may occur in accordance with Table 2 (excluding line 2).

Table 2

STANDARD NOMINAL VOLTAGE VARIATIONS					
	Voltage Level in kV	Voltage Range for Time Periods			Impulse voltage
		Steady State	Less than 1 minute	Less than 10 seconds	
1	<1	AS 61000.3.100*	+ 13%	Phase to Earth +50%, -100%	6 kV peak
2**		+ 13% - 10%	- 10%	Phase to Phase +20%, -100%	
3	1 – 6.6	± 6% (± 10% Rural Areas)	± 10%	Phase to Earth +80%, -100%	60 kV peak
4	11			Phase to Phase +20%, -100%	95 kV peak
5	22				150 kV peak
6	66	± 10%	± 15%	Phase to Earth +50%, -100% Phase to Phase +20%, -100%	325 kV peak

Notes:

* When examining network-wide compliance, functional compliance is met if the limits in Table 2 of AS 61000.3.100 (up to 1% of measurements below 216 V and up to 1% of measurements above 253 V) are maintained across at least 95% of a *distributor's customers*.

** Row 2 values (steady state, less than 1 minute, and less than 10 seconds) define the circumstances in which a *distributor* must compensate a person whose property is damaged due to voltage variations according to clause 20.4.8. Schedule 3 illustrates this further.

20.4.3. 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 Row 5 of Table 2 of clause 20.4.2 does not apply; and
- (b) the Phase to Phase *voltage* variations in Table 3 apply to that part of the 22kV *distribution system* experiencing the *REFCL condition*.

Table 3

PHASE TO PHASE NOMINAL VOLTAGE VARIATIONS				
Voltage Level in kV	Voltage Range for Time Periods			Impulse Voltages
	Steady State	Less than 1 minute	Less than 10 Seconds	
22	±6% (± 10% rural areas)	± 10%	Phase to Phase ± 20%-100%	150kV peak

20.4.4. A *distributor* must control overvoltage in accordance with IEC 60364-4-44.

20.4.5. A *distributor* must use *best endeavours* to minimise the frequency of *voltage* variations allowed under clause 20.4.2 for periods of less than 1 minute (other than in respect of AS 61000.3.100, where the time period of less than one minute does not apply).

20.4.6. A *distributor* may send, in accordance with AS/NZS 61000.2.2:2003, signals for the following:

- (a) ripple control systems; or
- (b) medium-frequency power-line carrier systems; or
- (c) radio-frequency power-line carrier systems.

20.4.7. A *distributor* must monitor and record:

- (a) steady state *voltages* and *voltage* variations at each zone substation in its *distribution system* which are outside the limitations specified in Table 2 and Table 3;
- (b) 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 2 and Table 3 at the extremity of one *feeder* supplied from each of those zone substations;
- (c) the *voltage* and *voltage* variations in accordance with AS 61000.3.100 using information generated by *advanced metering infrastructure*.

20.4.8. Without limiting the liability of a *distributor* under any other provision of this Code of Practice, but subject to clauses 20.2 and 9.2.5, a *distributor* must compensate any person whose property is damaged due to *voltage* variations outside the limits prescribed by rows 2 to 6 of Table 2 and Table 3, in accordance with Schedule 4 (Voltage variation compensation).

Note: Schedule 3 provides additional information regarding the operation of Table 2 and its interaction with this clause 20.4.8.

20.4.9. Clauses 20.4.1 to 20.4.6 apply to an *exempt distributor*.

20.5. Power factor

20.5.1. 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 4 to the *customer's maximum demand* for *apparent power* (measured in kVA) or *active power* (measured in kW).

20.5.2. If, for the purposes of clause 20.5.1, the *customer's maximum demand* for *apparent power* (R_{max}) is used, then the *customer's allowable demand* for *reactive power* (Q_{max}) is calculated using the formula:

$$Q_{max} = R_{max} * (1 - pf_{min}^2)^{1/2}$$

where pf_{min} is the minimum *power factor* specified in Table 4.

20.5.3. If, for the purposes of clause 20.5.1, the *customer's maximum demand* for *active power* (P_{max}) is used, then the *customer's allowable demand* for *reactive power* (Q_{max}) is calculated using the formula:

$$Q_{max} = (P_{max} / pf_{min}) * (1 - pf_{min}^2)^{1/2}$$

where pf_{min} is the minimum *power factor* specified in Table 4.

20.5.4. 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 20.5, 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.

20.5.5. Despite clause 20.5.1, a *customer* must use *best endeavours* to keep the *power factor* of its *electrical installation* within the relevant range set out in Table 4 when the *customer's demand* for *active* or *apparent power* is at or more than 50% of the *customer's maximum demand*.

Table 4

POWER FACTOR LIMITS						
Supply Voltage in kV	Power Factor Range for Customer Maximum Demand and Voltage					
	Up to 100kVA / 100 kW		100 kVA – 2 MVA 100 kW – 2 MW		Over 2 MVA / 2 MW	
	Minimum lagging	Minimum leading	Minimum lagging	Minimum leading	Minimum lagging	Minimum leading
< 6.6	0.8	0.8	0.8	0.8	0.85	0.85
6.6 11 22	0.8	0.8	0.85	0.85	0.9	0.9
66	0.85	0.85	0.9	0.9	0.95	0.98

20.5.6. This clause 20.5 applies to an *exempt distributor*.

20.6. Harmonics

20.6.1. 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 referred to in the system standards set out in clause S5.1a.6 of Schedule 5.1a to the *NER*.

20.6.2. Subject to clause 20.6.1, a *distributor* must comply with the system standards set out in clause S5.1a.6 of Schedule 5.1a to the *NER*, and must establish a 'planning level' in accordance with clause S5.1a.6 of the *NER*.

20.6.3. A *customer* must keep harmonic currents below the *harmonic distortion* limits specified in Table 5 and otherwise comply at its *point of supply* with the *IEEE Standard 519-2014: Recommended Practice and Requirements for Harmonic Control in Electrical Power Systems*.

Table 5

CURRENT HARMONIC DISTORTION LIMITS						
I_{sc}/I_L	Maximum Harmonic Current Distortion in Percent of I_L					
	Individual Harmonic Order “h” (Odd Harmonics)					<i>Total Harmonic Distortion</i>
	<11	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$	
<20*	4.0%	2.0%	1.5%	0.6%	0.3%	5.0%
20<50	7.0%	3.5%	2.5%	1.0%	0.5%	8.0%
50<100	10.0%	4.5%	4.0%	1.5%	0.7%	12.0%
100<1000	12.0%	5.5%	5.0%	2.0%	1.0%	15.0%
>1000	15.0%	7.0%	6.0%	2.5%	1.4%	20.0%

Notes:

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

20.6.4. Clauses 20.6.1 and 20.6.2 apply to an *exempt distributor*.

20.7. Inductive interference

20.7.1. A *distributor* must ensure that inductive interference caused by its *distribution system* is within the limits specified in AS 2344:2016.

20.7.2. This clause 20.7 applies to an *exempt distributor*.

20.8. Negative sequence voltage

20.8.1. A *distributor* must maintain the negative sequence *voltage* at the *point of common coupling* to a *customer's* three phase *electrical installation* in accordance with the system standard in clause S5.1a.7 of Schedule 5.1a to the *NER*.

20.8.2. This clause 20.8 applies to an *exempt distributor*.

20.9. Load balance

20.9.1. 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.

20.9.2. Despite clause 20.9.1, 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.

20.9.3. This clause 20.9 applies to an *exempt distributor*.

20.10. Disturbing loads

20.10.1. A *distributor* must maintain *voltage* fluctuations at each *point of common coupling* at a level no greater than the levels specified in accordance with the system standards set out in clause S5.1a.5 of Schedule 5.1a to the *NER*.

20.10.2. 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.

20.10.3. This clause 10 applies to an *exempt distributor*.

20.11. 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 19.2 and clause 20.4.7.

21. Embedded generating units

21.1. Simplified outline

This clause 21 sets out technical obligations that apply only to or in relation to embedded generators.

The connection of embedded generating units to a distribution system is governed by the NER and by clause 3.6 of this Code of Practice.

21.2. Application of this Part

- 21.2.1.** The obligations in this Part apply only to *embedded generators* whose *embedded generating units* are within the band of 5 MW to 30 MW.
- 21.2.2.** If two or more *embedded generating units* are *connected* in parallel, the *embedded generators* obligations under clauses 21.6, 21.7, 21.8 and 21.9 of this Code of Practice 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 the *Commission* approves otherwise.

21.3. 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 within the *normal operating frequency band*.

21.4. Co-ordination and compliance of embedded generating units

- 21.4.1.** An *embedded generator* must ensure that:
- (a) the *embedded generating unit*, and any equipment within it that is *connected* to a *distribution system*:
 - (i) complies with this Code of Practice;
 - (ii) complies with the *Electricity Safety (General) Regulations 2019*;
 - (iii) complies with all relevant *Australian Standards*;
 - (iv) is maintained in a safe condition; and

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

21.4.2. A *distributor* may *disconnect*, or request an *embedded generator* to *disconnect*, any *embedded generating unit* from the *distribution system* if the *embedded generating unit* breaches the *Electricity Safety (General) Regulations 2019*, or is not in compliance with the relevant *Australian Standards*.

21.4.3. If requested under clause 21.4.2, an *embedded generator* must *disconnect* the *embedded generating unit* from the *distribution system*.

21.5. Minimum requirements for embedded generating units (synchronous type)

21.5.1. This clause 21.5 applies only to synchronous *embedded generating units*.

21.5.2. An *embedded generating unit* over 5 MW must have:

- (a) an *excitation control system* including *voltage regulator*; and
- (b) a *governor system* responsive to *system frequency* changes.

21.5.3. An *embedded generator* must ensure that each of its *embedded generating units* with a nameplate rating over 10 MW complies with the *NER* requirements for *generating units* with a nameplate rating over 30 MW with regard to:

- (a) response to disturbances;
- (b) safe shutdown without external electricity *supply*;
- (c) restart following loss of external electricity *supply*; and
- (d) frequency responsiveness and governor stability.

21.6. 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* does not vary other than in accordance with the system standards set out in clause S5.1a.7 of Schedule 5.1a to the *NER*.

21.7. Harmonics

21.7.1. 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 system standards referred to in clause 20.6.1.

- 21.7.2.** An *embedded generator* must comply with *IEEE Standard 519-2014: Recommended Practice and Requirements for Harmonic Control in Electrical Power Systems* and the current harmonic limits in Table 5.

21.8. Inductive interference

An *embedded generating unit* must not cause inductive interference above the limits specified in AS 2344:2016.

21.9. 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 6.

Table 6

DISTRIBUTION SYSTEM FAULT LEVELS		
Voltage Level kV	System Fault Level	Short Circuit Level
66	2500	21.9
22	500	13.1
11	350	18.4
6.6	250	21.9
<1	36	50.0

PART 4: Administrative provisions

22. Emergency response plans

22.1. Simplified outline

This clause 22 sets out distributors' obligations in relation to emergency response plans.

22.2. Distributors' own plans

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

22.3. Single industry spokesperson protocol

A *distributor* must comply with the protocol published by AEMO titled "Single Industry Spokesperson Protocol for Electricity 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.

23. Regulatory reviews

23.1. Simplified outline

This clause 23 sets out distributors' obligations in relation to the conduct of reviews of their compliance with the licence conditions, this Code of Practice and other matters.

23.2. Appointment of reviewer

- 23.2.1.** Upon direction by the *Commission*, a *distributor* must nominate an independent reviewer to be approved by the *Commission* to conduct reviews of:
- (a) the *distributor's* compliance with its obligations under its *distribution licence*, a Code of Practice or the *Act*;
 - (b) the reliability and quality of information reported by *distributor* to the *Commission* and the consistency of that information with the *Commission's* specification; and
 - (c) any other matter as directed by the *Commission*.
- 23.2.2.** Following a direction pursuant to clause 23.2.1, the *distributor* must:
- (a) obtain the *Commission's* approval of the independent reviewer and the scope, timing and methodology of the *review*; and
 - (b) upon obtaining the *Commission's* approval, promptly appoint the independent reviewer to conduct the *review*.
- 23.2.3.** The *distributor* must ensure that the *Commission* is promptly provided with a copy of any report produced by the independent reviewer in the course of a *review* to be used by the *Commission* in any manner consistent with its objectives.
- 23.2.4.** The *distributor* must comply, and must require the independent reviewer to comply, with any *guidelines* issued by the *Commission* dealing with *reviews*.

24. Standards and procedures

24.1. Simplified outline

This clause 24 sets out distributors' obligations in relation to the development of standards and procedures.

24.2. Development of standards and procedures

- 24.2.1.** On request by the *Commission*, a *distributor* must participate to the extent specified by the *Commission* in the development, issue and review of any standards and procedures specified by the *Commission*.

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24.2.2. A *distributor* must report to the *Commission* on its performance against applicable standards and procedures, in accordance with any *guideline* published for this purpose, or otherwise as directed by the *Commission*.

24.2.3. In addition to its powers under section 26 of the *Act*, if the *Commission* considers that:

- (a) the *distributor* has failed to comply with clause 24.2.1; or
- (b) standards and procedures applicable to the *distributor* have been shown to be insufficient to prevent abuses by the *distributor* of any monopoly power it enjoys,

the *Commission* may issue standards and procedures applicable to the *distributor* and with which the *distributor* must comply.

24.2.4. For the purpose of this clause 24, “standards and procedures” includes:

- (a) customer-related standards;
- (b) overall performance standards;
- (c) *complaint* handling, escalation and resolution policies, practices and procedures;
- (d) security deposit, *disconnection* and credit policies, practices and procedures including practices and procedures concerning the installation and use of *load* limiters;
- (e) rules and procedures for compensating *customers* of the *distributor* failure to comply with any such standards, policies, practices and procedures; and
- (f) procedures for the introduction of debit or prepaid meter cards or other prepayment schemes,

which are issued by the *distributor* under clause 24.2.1 or by the *Commission* under clause 24.2.3.

25. Provision of information

25.1. Simplified outline

This clause 25 sets out the information that a distributor must publish on its website, the information it must provide on the request of a customer, and the circumstances in which a distributor may request information from a customer, a retailer, an embedded generator or another distributor.

25.2. Publication of information to customers

25.2.1. A *distributor* must publish the following information on its website:

- (a) a description of the *distributor's connection contracts* and how copies of the contracts may be obtained;
- (b) details of the *distributor's guaranteed service levels*;

Note: A *distributor* must also publish on its website the targets for *reliability of supply* under clause 13.2 of this Code of Practice.
- (c) details of applicable *energisation* and *re-energisation* timeframes;
- (d) notice of a *customer's* rights in respect of the negotiation of different terms;
- (e) details of charges for *connection services*;
- (f) information relating to new *connections* or *connection* alterations;
- (g) a description of the *distributor's* and *customer's* respective rights and obligations concerning the provision of *connection services* under the *electricity laws*;
- (h) a summary of the rights, entitlements and obligations of *small customers*, including:
 - (i) the *distributor's* standard *complaints* and dispute resolution procedure; and
 - (ii) the contact details for the *energy ombudsman*.

25.2.2. If a *customer* requests information of the kind referred to in clause 25.2.1, the *distributor* must either:

- (a) refer the *customer* to the *distributor's* website; or
- (b) provide the information to the *customer*.

- 25.2.3.** The *distributor* must provide a copy of any information of the kind referred to in clause 25.2.1 to the *customer* if the *customer* requests a copy.
- 25.2.4.** The copy of the information requested under this rule must be provided without charge, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.

25.3. Information to customers about quality of supply

- 25.3.1.** 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).
- 25.3.2.** If a *distributor* is required to undertake a specific test under clause 25.3.11 to determine a *customer's quality of supply*, a *distributor* may charge a fee for this service in accordance with its *approved pricing proposal*.
- 25.3.3.** If the results of the test under clause 25.3.2 show that a *distributor* is not complying with its obligations under this Code of Practice, it must:
- (a)** take action in accordance with clause 15.3 of this Code of Practice; and
 - (b)** refund any fee paid by the *customer* for the test.

25.4. Publication of information about small embedded generators

- 25.4.1.** A *distributor* must publish the following information on its website, in the same location as the information published under clause 25.2.1:
- (a)** information about safety and technical requirements applicable under *electricity laws* to *small embedded generators* and *small embedded generating units*;
 - (b)** information about requirements under *electricity laws* for servicing and inspection of *small embedded generating units* and the required qualifications for persons undertaking the work and requirements for the provision of information to the *distributor* about the results of those inspections;
 - (c)** information about requirements under *electricity laws* (if any) relating to the installation of equipment for remote control of *small embedded generating units* by the *distributor* or a third party;
 - (d)** a description of the circumstances in which remote control equipment may be used by the *distributor* or a third party and who the customer may contact if it considers settings on the equipment are incorrect or malfunctioning;

- (e) information about the use of data and information obtained from equipment for remote control of a *small embedded generating unit* by the *distributor* or a third party;
- (f) a description of other rights and obligations concerning the provision of *supply* services for taking *supply* from *small embedded generating units* under the *electricity laws*;
- (g) reference to the jurisdictional or other legislation and statutory instruments under which the requirements referred to in paragraphs (a) to (f) are imposed;
- (h) a description of the *distributor's* arrangements for applying maximum export limits at *points of connection* for *small embedded generating units* and the circumstances in which a choice of maximum export limit is available;
- (i) information about changing the maximum export limit at a *point of connection* for a *small embedded generating unit*, where a choice of limit is available; and
- (j) Information about the circumstances in which the *distributor* has the right to *disconnect* unsafe *small embedded generators*.

25.4.2. For the purpose of clause 25.4.1, the information must be:

- (a) expressed in clear, simple and concise language;
- (b) in a format that makes it easy for a *small customer* to understand; and
- (c) consistent with the *distributor's deemed distribution contract*.

25.4.3. If requested by a *small customer*, the *distributor* must use its *best endeavours* to provide the information in a language other than English requested by the *customer*.

25.4.4. Clauses 25.2.2 to 25.2.4 apply to information of the kind referred to in clause 25.4.1.

25.5. Information about equipment

25.5.1. On request by a *customer*, a *distributor* must provide the *customer* 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:

- (a) *supply* extensions; and
- (b) 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.

25.5.2. On request by a *customer*, a *distributor* must provide the *customer* with advice on:

- (a) 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 of Practice.

25.6. Information regarding disconnection and reconnection

25.6.1. 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 of Practice, the *Energy Retail Code of Practice* or the *Act*.

25.6.2. 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*.

25.6.3. Clause 25.6.2 does not apply where the *disconnection* occurs remotely and the *distributor's* 24 hour telephone number is set out on the *meter*.

25.6.4. Clauses 25.6.2 and 25.6.3 apply to an *exempt distributor*.

25.7. Supplier of last resort

On request by a *retailer* or the *Commission*, a *distributor* must disclose to the *retailer* or the *Commission* such *customer* or other information as may be necessary for a *retailer* to act as the supplier of last resort under the *Act*.

25.8. Interpreter services

A *distributor* must provide access to interpreter services to meet the reasonable needs of its *customers*.

25.9. REFCL condition

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

- (a) relevant information such as project planning, commissioning and other such operational information to assist the *customer's* own plans;
- (b) 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;
- (c) information on the purpose for which the relevant equipment or technology is installed.

25.10. Planning information

25.10.1. On request from a *distributor*, a *customer*, *embedded generator* or *retailer* must 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*.

25.10.2. On request from another *distributor*, a *distributor* must 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 *interconnected national electricity system*.

SCHEDULE 1: Civil Penalty Requirements

The following provisions of this Code of Practice are specified civil penalty requirements for the purpose of the *Essential Services Commission Act 2001*.

Part 2: Relations with customers and retailers	1.5.2; 1.5.3; 3.3.1; 3.3.2; 3.4.1; 4.2.1; 4.3.1; 4.4.1; 4.4.2; 5.2.1; 5.2.2; 5.3.1; 5.4.1; 5.4.2; 7.3.4; 8.2.1; 8.4; 8.5.1; 8.5.2; 8.6.1; 8.6.2; 8.8.1; 8.8.2; 8.9.1; 9.2.1; 9.2.2; 9.2.3; 9.3; 9.4.4; 11.3.1; 11.3.2; 11.4.1; 11.4.2; 11.5.1; 11.5.3; 11.5.6; 11.5.8; 11.6.1; 11.7.1; 11.8.1; 12.2.1; 12.2.2; 12.3.1; 12.4.1; 12.4.2; 12.4.3; 12.5.1; 12.5.2; 12.5.3; 12.5.7; 12.6; 12.7.1; 12.7.2; 12.7.3; 12.7.4; 12.7.5(a); 12.7.5(c); 12.7.5(e); 12.7.5(f); 12.7.5(j); 13.2.1; 13.2.3; 13.3.1; 13.3.2; 13.3.3; 14.3.1; 14.3.2; 14.3.4; 14.4; 14.5.1; 14.5.2; 14.5.5; 14.6.1; 14.7.1; 14.8.1; 14.8.2; 14.8.3; 14.8.4; 15.2.1; 15.3; 15.4.2; 16.3.2; 16.4.1; 16.4.2; 16.5.1; 16.5.2; 16.7.1; 16.7.2; 17.2.1; 17.2.2; 18.2.1; 18.2.2; 18.2.3; 18.3.
Part 3: Technical obligations	19.2.1; 19.3.1; 19.3.3; 19.4.1; 19.4.7; 19.5.2; 19.5.5; 20.4.1; 20.4.4; 20.4.5; 20.4.7; 20.4.8; 20.6.1; 20.6.2; 20.7.1; 20.8.1; 20.10.1; 20.11; 21.3; 21.4.1; 21.4.3; 21.5.2; 21.5.3; 21.6; 21.7.1; 21.7.2; 21.8; 21.9.
Part 4: Administrative provisions	22.2; 22.3; 23.2.1; 23.2.2; 23.2.3; 23.2.4; 24.2.1; 24.2.2; 25.2.1; 25.2.2; 25.2.3; 25.2.4; 25.3.1; 25.3.3; 25.4.1; 25.4.3; 25.5.1; 25.5.2; 25.6.1; 25.6.2; 25.7; 25.8; 25.9; 25.10.1; 25.10.2.
Schedule 5: Transitional provisions	8

SCHEDULE 2: Information regarding quality of supply

In accordance with clause 19.4.1(e), a *distributor* is required to publish annual information and to include in that information the *quality of supply* information in accordance with this schedule.

A *distributor* is required to publish the categories of information identified in Table 7 for each calendar year.

The aggregated 10 minute averaged data used for Table 7 must be available in an accessible format (such as spreadsheet) separate to the Distribution System Planning Report.

Table 7

Distribution Voltage Information										
Zone substation name	Feeder ID / name	Feeder classification	Voltage Control Section (On-Line Tap Changer)							Additional Voltage Control Sections on Feeder
			Advanced Metering Infrastructure (AMI) voltage information Voltage Control Section information							Repeat information for each voltage control section as applicable
		(Urban, short or long rural)	December – February		March – May		June – August		September – November	
			10am - 4pm		10am - 4pm		10am - 4pm		10am - 4pm	
			4pm - 10pm		4pm - 10pm		4pm - 10pm		4pm - 10pm	
			10pm - 4am		10pm - 4am		10pm - 4am		10pm - 4am	
			4am - 10am		4am - 10am		4am - 10am		4am - 10am	

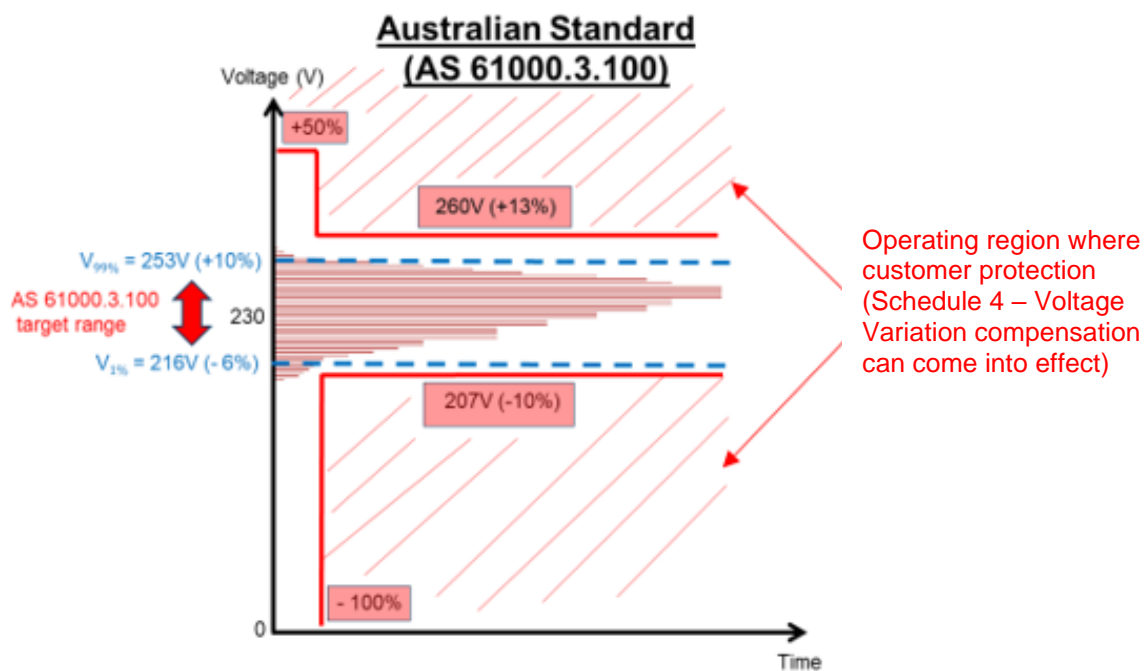
The following requirements apply to the information required to be published:

1. The *voltage* data to be published is the 10-minute averaged *voltage* data over 3 months (for each time period identified in Table 7, which commences on the first day of the month at the start of the relevant 3 month period and ends on the last day of the final month of the relevant 3 month period) of the aggregated *advanced metering infrastructure* population for the “Voltage Control Section” column.
2. *Feeder* information must include:
 - (a) geographic location details of the voltage control devices (for example: closest street name and suburb, landmark identifiers or GPS coordinates);
 - (b) number of *customers* with *advanced metering infrastructure* supplied by the relevant *feeder voltage* control section;
 - (c) percentage of *customers* with *advanced metering infrastructure* identified in (b) with a *small embedded generator*;
 - (d) any device or equipment deployed within the *feeder* that regulates *voltage* (for example: *voltage* regulators).
3. Each *feeder* must comprise the *voltage* control section starting from the *distribution system* zone substation. The *voltage* control section is defined as any device or equipment which manages the *feeder voltage* starting from the zone substation on-line tap changer.
4. Each reporting year must include all *distribution system feeders* where the *distributor* is the *advanced metering infrastructure* responsible person. This is inclusive of *feeders* not part of the *distribution system*, but where the *distributor* is the responsible person for the *advanced metering infrastructure*.
5. The *distributor* must provide explanatory information on the method used to produce the aggregated 10-minute averaged *voltage* data.
6. The data is to be published on the *distributor’s* website as a rolling 5 year report of the information in Table 7.

SCHEDULE 3: Standard nominal voltage

This schedule is for information purposes. It provides additional information to assist with clarifying the operation of clause 20.4.2 (Table 2) and its interactions with clause 20.4.8.

Figure 1 - AS 61000.3.100 and the fixed limits of clause 20.4.2 (Table 2, row 2 parameters)



- Figure 1 illustrates the mechanics of clause 20.4.2, Table 2. The performance envelope as per AS 61000.3.100 (dashed blue) is overlaid with the parameters of Table 2, row 2 (solid red for single phase).
- *Distributors* would endeavour to operate the network within the dashed blue band area prescribed by AS 61000.3.100.
- If *distributor quality of supply* exceeds the limits defined by Table 2, row 2 (solid red) and falls within the red shaded region, and *customer* equipment damage results, clause 20.4.8 of this Code of Practice provides for compensation in accordance with Schedule 4 to this Code of Practice.

SCHEDULE 4: Voltage variation compensation

In accordance with clause 20.4.8 a *distributor* must compensate any person whose property is damaged due to *voltage* variations outside the limits prescribed by rows 2 to 6 of Table 2 and Table 3 in clauses 20.4.2 and 20.4.3 in accordance with this Schedule.

1. Purpose and scope

1.1. Purpose

- (a) This Schedule does not seek to codify existing law on how *distributors* may or may not be liable for damage due to *unauthorised voltage variations*. Instead, in paying compensation to a person in accordance with this Schedule, a *distributor* gives effect to good customer service principles and achieves an efficient allocation of risk. It is these considerations which underpin this Schedule and payment of compensation in accordance with it.
- (b) A person's other rights in relation to an *unauthorised voltage variation* are not affected by this Schedule.

1.2. Scope

- (a) A *distributor* must compensate any person in accordance with this Schedule in respect of damage to the person's property due to an *unauthorised voltage variation* affecting an *electrical installation* to the extent that the amount of compensation the person has claimed does not exceed the jurisdictional limit of the *energy ombudsman*.
- (b) If the amount of compensation claimed exceeds the *energy ombudsman's* jurisdictional limit then, while the *distributor* may still be obliged to compensate the person, the *distributor* is not obliged to do so under this Schedule.

Note: the jurisdictional limit of the Energy and Water Ombudsman (Victoria) Scheme can be found at clause 3.15 of the scheme's charter.

2. Claims

2.1. A customer may make a claim

A person may contact a *distributor* with a claim or *complaint* that damage to the person's property is or may be due to an electrical incident affecting an *electrical installation* to which the *distributor's distribution system* is connected.

2.2. Required response by distributor

By the end of the second *business day* after a claim or *complaint* pursuant to clause 2.1 is made, the *distributor* must send to the person a claim form which:

- (a) informs the person that the person may be entitled to compensation;
- (b) advises the person that information about *voltage* variation compensation is found in Schedule 4 of this Code of Practice;
- (c) requests the person to provide the *distributor* with:
 - (i) details of the *supply address* affected by the electrical incident;
 - (ii) details the time and date of the electrical incident;
 - (iii) details of the property damaged; and
 - (iv) the amount of compensation the person claims is necessary to compensate the person for the damage to the person's property, on the basis that the person should be no worse off, being either:
 - (A) the cost of replacing the person's property with property of substantially the same age, functionality and appearance; or
 - (B) the cost of repairing the person's property to substantially the same functionality and appearance.
 - (v) that the amount claimed must be supported by quotes, receipts or other evidence; and
 - (vi) evidence of the damage, if requested by the *distributor*.

2.3. Statement by qualified person

2.3.1. If the *distributor* is unable to confirm that an *unauthorised voltage variation* did affect the *electrical installation* at the relevant *supply address*, the *distributor* may request that the person provide the *distributor* with a statement by a qualified person that the damage to the person's property is consistent with an *unauthorised voltage variation* having occurred.

2.3.2. A qualified person for the purpose of clause 2.3 is

- (a) in respect of an *electrical installation*, an *electrician*; and
- (b) in respect of any other item of property, the manufacturer, appliance repairer or other person suitably qualified to assess the damage of the item.

2.3.3. A statement pursuant to clause 2.3.1 is satisfactory evidence of damage for the purposes of clause 2.2(c)(vi).

3. Payment of compensation

3.1. When compensation must be paid

- 3.1.1.** Subject to clause 4, if the person returns the claim form to the *distributor* properly completed and including the details and evidence requested by the *distributor* as contemplated by clause 2.3.1 and 2.3.2 then the *distributor* must not dispute the person's claim, unless:
- (a) the amount claimed is greater than the *voltage variation compensation cap*;
 - (b) the person has made *repeated claims* in connection with this Schedule; or
 - (c) the *distributor* reasonably considers the claim forms part of an abuse of the *voltage variation compensation scheme* as set out in this Schedule.
- 3.1.2.** If the *distributor* does not dispute the person's claim, it must pay the person the amount claimed as contemplated under 2.2(c)(iv).

3.2. When a distributor disputes a claim

- 3.2.1.** If the *distributor* is permitted to dispute a person's claim in accordance with clause 3.1.1 and the *distributor* disputes the claim then, once the *distributor* has completed its own assessment of damage to the person's property the *distributor* must:
- (a) pay the person the amount claimed;
 - (b) pay the person the amount necessary to compensate the person for the damage to the person's property, on the basis that the person should be no worse off, being either:
 - (i) the cost of replacing the person's property with property of substantially the same age, functionality and appearance; or
 - (ii) the cost of repairing the person's property to substantially the same functionality and appearance; or
 - (c) reject the person's claim.
- 3.2.2.** If a *distributor* must pay compensation to a person under clause 3.1, in addition, the *distributor* must pay to the person the amount of any reasonable costs incurred by the person in providing any evidence to the *distributor* as contemplated by this Schedule.

4. Limits on compensation

4.1. Non-payment of compensation

A *distributor* is not obliged to compensate a person:

- (a) unless the damage to the person's property is due to an *unauthorised voltage variation* affecting an *electrical installation* where the aggregate consumption of electricity which is taken from the relevant *point of supply* is less than or, in the case of a new *point of supply*, is not likely to be more than, 160 MWh in any year;
- (b) in respect of any damage to a *business customer's* property due to an *unauthorised voltage variation* affecting an *electrical installation* where:
 - (i) the *business customer* has not taken reasonable precautions to minimise the risk of loss or damage to its business including, without limitation, its equipment and premises which may result from *voltage variations*; or
 - (ii) the property is damaged consequentially by, rather than as a direct result of, the relevant *unauthorised voltage variation*;
- (c) in respect of any consequential loss including any loss of profits;
- (d) if the person enforces or attempts to enforce any other right it may have against the *distributor* in respect of the relevant *unauthorised voltage variation*; or
- (e) if the amount of compensation otherwise required by this Schedule would exceed the *voltage variation compensation cap*, to the extent of the excess.

4.2. Timing of assessment

A *distributor* must

- (a) begin and complete any assessment of the damage to a person's property as contemplated by 3.2; and
 - (b) pay amounts under this Schedule
- as soon as practicable.

4.3. Determination of voltage variation compensation cap

- (a) The *Commission* may fix the *voltage variation compensation cap* for the purpose of clause 3.1.1(a).
- (b) The *Commission* must notify *distributors* and the *energy ombudsman* of any amount fixed pursuant clause 4.3(a).

4.4. Notification of dispute resolution

If a *distributor* does not pay the amount claimed by the person, or if the *distributor* has rejected the person's claim, a *distributor* must, as soon as practicable, provide the person with reasons and inform the person that the person has a right to raise a *complaint* with the *energy ombudsman*.

Note: The number of claims a person must make for the person to have made *repeated claims* for the purpose of this Schedule and the *voltage variation compensation cap* is not made publicly available. A person who is concerned whether a *distributor* has disputed a claim for compensation otherwise than in accordance with this Schedule may raise this issue with the *energy ombudsman*.

SCHEDULE 5: Transitional provisions

Variations

1. Any variation of the rights and obligations under the Electricity Distribution Code made pursuant to clause 1.6 of the Electricity Distribution Code (version 13) may be taken to be an agreement for the purpose of clause 1.5.1 provided it is;
 - (a) in writing;
 - (b) between a *distributor* and a *large customer*; and
 - (c) notified to the *Commission* within six months of the date of effect at clause 1.2.

Receipt of communications and notices

2. For the purposes of determining when a written communication or notice is to be regarded as having been given by the sender and received by the addressee, clause 2.3(b) applies only from 1 February 2023.

Timeframe for connection

3. For the purposes of clause 3.2 of this Code of Practice, if the timeframe for carrying out *connection* work is specified in a *connection contract* by reference to the Electricity Distribution Code, that provision shall be taken to require that the *distributor* must *connect* the *supply address* within 10 *business days* after the *connection application*.

Note: Clause 2.2 of the former Electricity Distribution Code required that, if no date for completion of a *connection* was agreed, then the *distributor* must *connect* the *supply address* within 10 *business days*.

Standards

4. The directions issued by the *Commission* in its decision 'Timely negotiated electricity connections: Final decision, 16 March 2021' are each taken to be a direction for the purpose of clause 24.2.2 of this Code of Practice.

Immunity for failure to take supply of electricity

5. Clause 10.2 does not apply with respect to a contract entered into prior to the date of effect at clause 1.2 unless the contract is a *deemed distribution contract*.
6. Clause 10.2 does not affect any rights or obligations that as at the date of effect at clause 1.2 have already accrued under a *deemed distribution contract*.

Voltage variation compensation cap

7. For the purposes of clause 3.1.1(a) of Schedule 4 of this Code of Practice the *voltage variation compensation cap* is the amount set out in the Schedule to the *Electricity Industry Guideline 11 – Voltage Variation Compensation, Confidential Version* until such time as there is a determination by the *Commission* in accordance with clause 4.3 of Schedule 4 of this Code of Practice.

Compliance and performance reporting

8. Distributors must provide information to the Commission in accordance with the Compliance and Performance Reporting Guideline (version 7), as if references to clauses of the Electricity Distribution Code in that guideline were references to the equivalent clauses of this Code of Practice.