



ELECTRICITY DISTRIBUTION CODE

EDC/07

**1 January 2003
(As last varied in December 2009)**

ELECTRICITY

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PRELIMINARY

A Definitions

Words appearing in bold like **this** are defined in Schedule 1 to Part A.

References to **Australian Standards** are references to standards existing from time to time, or where they are superseded, their replacements.

B Authority

This industry code is made by the **Commission** under section 28 of the *Essential Services Commission Act 2002*.

C Application of Part A of this Industry Code

This industry code contains provisions relating to:

- (a) the terms on which a **distributor** connects a **customer's supply address** to its **distribution network**, maintains that **connection**, and **supplies** the **customer** at that **supply address** from its **distribution network** (these are contained in Chapter 1);
- (b) the **connection** of **embedded generators** to a **distribution network** (these are contained in Chapter 2); and
- (c) the **augmentation** or **extension** of a **distribution network** (these are contained in Chapter 3).

This Code also imposes obligations on **embedded generators**.

Chapter 1

Chapter 1 regulates some of the terms on which a **distributor connects** and **supplies customers** and contains some special rules relating to contracts with **small customers** (those **customers** purchasing less than 160MWh of electricity at a **supply address** per annum).

Chapter 1 does not apply to the extent that a **customer** has agreed to different terms in a **negotiated connection and supply contract**.

Chapter 2

Chapter 2 applies to **embedded generators**.



Chapter 3

Chapter 3 regulates the construction of **connection assets**, **augmentation** to and **extensions** of the **distribution network**.

D Two Parts

This Code is divided into 2 parts:

PART A which sets out obligations relating to the **connection** to and use of a **distribution network**; and

PART B which is the **standard connection and supply contract** for all **customers**.

E Obtaining a copy of this industry code or contract

A **distributor** must, when asked by a **customer**, send to that **customer** within 10 **business days** a copy of this industry code and a copy of the **standard connection and supply contract** (and any amendments from time to time), free of charge for the first request.

The **distributor** may impose a **reasonable charge** for subsequent requests.

F Other Acts, Codes and guidelines

Not all aspects of the **distributor's** obligations are regulated by this industry code. The **distributor's** obligations and some aspects of the relationship between a **customer** and a **distributor** are also affected by:

- ▲ Acts of Parliament and regulations made under those Acts of Parliament (in particular, the *Electricity Act 1996* (and associated regulations) and the *Essential Services Commission Act 2002*);
- ▲ any guidelines or rules made by the **Commission** from time to time;
- ▲ the National Electricity Code and associated metrology procedures;
- ▲ the Electricity Metering Code;
- ▲ the Energy Retail Code;
- ▲ the Electricity Transmission Code;
- ▲ the Energy Customer Transfer and Consent Code;
- ▲ the Electricity Distribution Licence; and
- ▲ the Coordination Agreement between the **retailer** and the **distributor**.

PART A

CODE PROVISIONS

1. GENERAL

1.1. Connection and Supply Contract

1.1.1. Connection and supply contracts

- (a) The document set out in Part B is the **standard connection and supply contract** for all **customers**. Subject to clause 1.1.1(b), each **distributor**:
 - (i) must publish the contract set out in Part B as its **standard connection and supply contract** for **customers** under section 36 of the **Act**;
 - (ii) must not connect or supply a **customer's supply address**, other than on the terms set out in that **connection and supply contract**; and
 - (iii) must comply with the terms set out in that **connection and supply contract**.
- (b) Nothing in clause 1.1.1(a) will stop a **distributor** from entering into a **negotiated connection and supply contract** with:
 - (i) a **large customer**, on terms agreed with that **customer**; or
 - (ii) a **small customer**, on terms agreed with the **customer** and approved by the **Commission**.

1.1.2. Coordination with retailer

Whilst **distributors** and **retailers** have separate obligations under this industry code and the Energy Retail Code, certain functions and obligations of distributors and retailers will need to be coordinated in order to:

- (a) avoid duplication;
- (b) encourage efficiency; and
- (c) streamline the relationship between the **customer**, the **distributor** and the **retailer**.



This coordination arrangement does not affect the **distributor's** obligation to ensure that its functions and obligations under this industry code are discharged.

1.1.3. Electricity customer charter

- (a) Each **distributor** must, within 20 **business days** after the issue of its licence, prepare an **Electricity Customer Charter** in accordance with this clause.
- (b) The **distributor** must, free of charge, send a copy of its **Electricity Customer Charter** to:
 - (i) its **small customers** as soon as practicable following entry of the parties into a **connection and supply contract** in respect of a new **connection point**;
 - (ii) to any **small customer** on request from that **small customer**; and
 - (iii) those of its **large customers** as directed by the **Commission**.
- (c) If a **customer** has already received a copy of the **distributor's Electricity Customer Charter** under clause 1.1.3(b), the **distributor** may impose a reasonable charge for the provision of the **Electricity Customer Charter** on any subsequent request from the **customer** within a 12 month period.
- (d) The **Electricity Customer Charter** must contain a summary of **customers'** and the **distributor's** rights and obligations under:
 - (i) this industry code;
 - (ii) the Electricity Metering Code;
 - (iii) the Energy Customer Transfer and Consent Code;
 - (iv) the relevant **standard connection and supply contract**; and
 - (v) the **Act**, the Essential Services Commission Act 2002 and associated regulations.

1.2. Service Standards

1.2.1. Compliance and record keeping

The **distributor** must comply with any directions issued by the **Commission** from time to time concerning the definition and interpretation of service standards contained within this clause 1.2. The **distributor** must keep sufficient records to monitor its performance level and to provide the information required by this clause 1.2.

1.2.2. Customer Service Measures

The **distributor** must use its **best endeavours** to achieve the following **customer** service standards during each year ending on 30 June.

CATEGORY	CUSTOMER SERVICE MEASURE	STANDARD
Customer service	Time to respond to telephone calls	85% within 30 seconds
	Time to respond to written enquiries	95% within 5 <i>business days</i>
	Time to provide written explanation for interruptions to <i>supply</i>	85% within 20 <i>business days</i>

The term “responding to telephone calls” includes:

- answering a **customer’s** telephone call in person; and
- answering a **customer’s** telephone call by providing access to a computer/telephony based interactive service which is able to process calls by providing information or direct calls to a service officer,

but does not include the answering of a call by being placed in an automated queue to wait for one of the options above.

When responding to telephone calls the **distributor** must at all times use its **best endeavours** to ensure that all information provided, including that which is provided by means of a computer/telephony based interactive service, is current and accurate

A written enquiry is an enquiry by e-mail, fax or letter from a customer to a **distributor**, via nominated enquiry channels, requesting information from the **distributor** or making a complaint about an action of the **distributor**.

A response to such an enquiry includes direct or telephone contact or written response in which the **distributor** either answers the enquiry or acknowledges receipt of the enquiry and indicates the process and timetable to be followed in dealing with the enquiry.



1.2.3. Reliability Measures

1.2.3.1. Supply Restoration and Reliability Standards

The **distributor** must use its **best endeavours** to achieve the following reliability standards during each year ending on 30 June:

“Time to Restore Supply” Standards

SUPPLY RESTORATION TIMES FOR:	STANDARD
Adelaide Business Area	90% within 2 hours
	95% within 3 hours
Major Metropolitan Areas	80% within 2 hours
	90% within 3 hours
Barossa/Mid North & Yorke Peninsula/ Riverland/Murrayland	80% within 3 hours
	90% within 5 hours
Eastern Hills/Fleurieu Peninsula	80% within 3 hours
	90% within 4 hours
Upper North/Eyre Peninsula	80% within 4 hours
	90% within 6 hours
South East	80% within 4 hours
	90% within 5 hours
Kangaroo Island	N/A

Note: the supply restoration standards reflect unplanned interruptions to supply on the high voltage distribution network.

SAIDI and SAIFI Standards

	SAIDI (AVERAGE MINUTES OFF SUPPLY PER CUSTOMER PER ANNUM)	SAIFI (AVERAGE NO. OF SUPPLY INTERRUPTIONS PER CUSTOMER PER ANNUM)
Adelaide Business Area	25	0.30
Major Metropolitan Areas	115	1.40
Barossa/Mid-Nth & Yorke Pen./Riverland/Murrayland	240	2.10
Eastern Hills/Fleurieu Peninsula	350	3.30
Upper North & Eyre Peninsula	370	2.50
South East	330	2.70
Kangaroo Island	450	N/A

Note: These standards reflect planned and unplanned supply interruptions on the low voltage and high voltage distribution networks but exclude any supply interruptions of a duration less than 1 minute.

1.2.3.2. Distributor's right to interrupt supply

Subject to clause 1.2.3.3 and clause 1.2.3.4, a **distributor** may interrupt or limit **supply** to a **customer's supply address**:

- (a) to the extent necessary for carrying out maintenance or repair to the **distribution network** or another person's network;
- (b) to the extent necessary for connecting a new **supply address** to the **distribution network**;
- (c) to the extent necessary for carrying out **augmentations** or **extensions** to the **distribution network** or another person's network;
- (d) if directed by the **System Controller, NEMMCO**, or any other body exercising a similar function under the **Act, National Electricity Code**, or the **National Electricity Law**; or
- (e) pursuant to clauses 1.12.1 (in the case of an **emergency**), 1.12.2 (pursuant to any other relevant legislation) or 1.12.3 (for health and safety reasons).

1.2.3.3. Notice of interruptions

Except in the case of an **emergency** or other event described under clause 1.12, or where the interruption or limitation of **supply** is less than 15 minutes, a **distributor** must not exercise its right to interrupt or limit **supply** under clause 1.2.3.2 unless the **distributor** has used its **best endeavours** to give each affected **customer** not less than 4 **business days'** notice of the interruption or limit of **supply**:

- (a) in writing (in which case the days shall be counted from the **date of receipt** of the notice); or
- (b) by radio or newspaper where it is not practicable to send a notice in writing due to the number of **customers** affected.

1.2.3.4. Minimise interruptions

A **distributor** must use its **best endeavours** to:

- (a) minimise interruptions or limitations to **supply** caused by:

- (i) carrying out maintenance or repair to the **distribution network**;
 - (ii) connecting a new **supply address** to the **distribution network**;
 - (iii) carrying out **augmentations** or **extensions** to the **distribution network**, and
- (b) restore **supply** as soon as practicable.

1.2.3.5. Information on interruptions

The **distributor** must provide a 24 hour telephone number (for the cost of a local call from anywhere in South Australia) for **customers** to find out, where information is available, the expected duration and other details of unplanned interruptions or limitations to **supply** and for the notification of emergencies and faults.

1.2.4. Quality of Supply

1.2.4.1. Voltage

A **distributor** must ensure that its **distribution network** is designed, installed, operated and maintained so that:

- (a) at the **customer's supply address**:
 - (i) the voltage is as set out in AS 60038;
 - (ii) the voltage fluctuations that occur are contained within the limits as set out in AS/NZS 61000 Parts 3.3 and 3.5 and AS2279 Part 4; and
 - (iii) the harmonic voltage distortions do not exceed the values in AS/NZS 61000 Part 3.2 and AS 2279 Part 2 and as set out in the schedule to the **standard connection and supply contract**.
- (b) the voltage unbalance factor in 3 phase supplies does not exceed the values set out in the schedule to the **standard connection and supply contract**.

1.2.4.2. Interference

A **distributor** must ensure that any interference caused by its **distribution network** is less than the limits set out in AS/NZS 61000 Part 3.5 and AS/NZS 2344.

1.2.5. Report to Commission

- (a) The **distributor** must report to the **Commission** by 31 August each year concerning matters relating to the service standards during the previous year ending on 30 June. In particular, the **distributor** will report on:
- (i) its compliance with the service standards set out in this clause 1.2 or under its **connection and supply contracts**;
 - (ii) the amount of rebates paid or credited to **customers** as a result of a **distributor's** failure to meet service standards set out in its **connection and supply contracts**;
 - (iii) an explanation of the reason for any non-compliance; and
 - (iv) a report on how the **distributor** will improve its performance so as to meet the service standards set out in clause 1.2 or its **connection and supply contracts**.
- (b) By 31 March each year, **ETSA Utilities** must report its performance under the Service Incentive Scheme for the previous year ending 31 December to the **Commission** in accordance with the requirements of Schedule 2.

1.2.6. Country Lines

A **distributor** must not, without the **Commission's** approval, discontinue or cease to operate, maintain or service those parts of its **distribution network** which are in country areas.

1.2.7. Asset register

A **distributor** must keep a sufficiently detailed register of all assets forming part of its **distribution network**, which must include the physical description and location of each item of equipment or other asset, in a form required by the **Commission** from time to time.

1.3. **Enquiries, Complaints and Dispute Resolution**

1.3.1. Customer enquiries

A **distributor** must, within 20 **business days** after the issue of its distribution licence, prepare and submit to the **Commission**, for approval, its procedures for handling **customer** enquiries.



The procedures must deal with at least the following matters:

- (a) the establishment of a **customer** enquiry line (for the cost of a local call from anywhere in South Australia) or information desk to provide information about:
 - (i) the connection of and supply to a **customer's supply address**;
 - (ii) the referral of certain questions or queries by a **customer** to the **customer's retailer**; and
 - (iii) how **customers** can make enquiries;
- (b) the registration of special needs (see clause 1.11);
- (c) referral to interpreter services; and
- (d) any other matter required by the **Commission**.

The **Commission** must notify the **distributor** whether it approves the **customer** enquiries procedures. The **distributor** must implement the procedures within 20 **business days** after the date they are approved by the **Commission**.

1.3.2. Customer complaints and dispute resolution

A **distributor** must, within 20 **business days** after the issue of its distribution licence, prepare and submit to the **Commission**, for approval, its procedures to resolve **customer** complaints and disputes. The procedures must deal with at least the following matters:

- (a) how complaints are to be notified by **customers**;
- (b) the handling of complaints;
- (c) response times for complaints;
- (d) method of response (for example, in writing);
- (e) referral to the **Industry Ombudsman** where the complaint is not satisfactorily resolved; and
- (f) any other matter required by the **Commission**.

The **Commission** must notify the **distributor** whether it approves the **customer** complaints and disputes procedures. The **distributor** must implement the procedures within 20 **business days** after the date they are approved by the **Commission**.

1.4. Connections

1.4.1. Previously connected supply address

The **distributor** must use its **best endeavours** to connect a **customer's supply address** which was previously connected to the **distributor's distribution network**:

- (a) for **supply addresses** in the **Adelaide Business Area** and in **Major Metropolitan Areas**, within 1 **business day**; and
- (b) for **supply addresses** in **Other Areas**, where possible within 1 **business day** and, in any event, within 2 **business days**,

after a **customer** has satisfied the requirements in clause 1.4.3.

1.4.2. New Connection

- (a) The **distributor** must use its **best endeavours** to **connect** a new **supply address**:

- (i) on a date agreed with the **customer** (or person referred to in clause 1.4.2(b)); or
- (ii) where no date has been agreed with the **customer**, within 6 **business days** after the date requirements in clause 1.4.3 are satisfied.

- (b) Notwithstanding clause 1.4.2(a), if a person requests the **connection** of 10 or more **supply addresses** within a one week period, the **distributor** must use its **best endeavours** to **connect** each **supply address**:

- (i) within 6 **business days** after the requirements in clause 1.4.3 have been satisfied for that **supply address**, if the **distributor** has been notified of the new **connections** a reasonable time in advance of the required **connection** dates; or
- (ii) otherwise within 12 **business days** after the requirements in clause 1.4.3 for the **supply address** have been satisfied.

1.4.3. Preconditions to connection

The **distributor** may require that a **customer** satisfies some or all of the following matters before agreeing to **connect** and **supply** a **customer's supply address**:

- (a) the **customer** makes an application by 3.00 pm to the **distributor** or by 2.00 pm to its **retailer** (in person, by telephone or in writing) on a **business day** and provides acceptable identification as required by the **distributor**;
- (b) the **customer** has nominated its **retailer** (and provides acceptable evidence as required by the **distributor** that the **retailer** has accepted that nomination) and its metering provider (where it has the choice to do so in either case) and the appropriate meters have been installed;
- (c) the **customer** agrees to pay any relevant fees and charges applicable to that **customer**;
- (d) the **customer** provides contact details for billing purposes;
- (e) the **customer** provides contact details for the owner (or the owner's agent) of the **supply address**, if the request is made in respect of a **supply address** that is a rental property;
- (f) the **customer** satisfies the **distributor** that there is safe and convenient access to the meter and the **customer's electrical installation** in order to connect the **supply address**;
- (g) the **customer** provides estimated electrical load information for the **customer's** proposed use at the **supply address**;
- (h) if required in accordance with clause 1.8, the **customer** provides a **security deposit**, a bank guarantee or enters into a payment arrangement;
- (i) the **customer** does not have an outstanding debt to the **distributor** relating to a previous **supply address** (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made);
- (j) the **electrical installation** at the **supply address** being verified by one or more **certificates of compliance**;
- (k) the **customer's electrical installation** satisfies the technical requirements set out in the standard **connection and supply contract**; and

- (l) the **customer** agrees to undertake any **augmentation** or **extension** required for the **connection** in accordance with the procedures set out in Chapter 2.1 and that the works have been completed.

1.4.4. Application by retailer

An application for **connection** under clause 1.4 includes an application by a **retailer** on behalf of a **customer**.

1.5. Use of Electricity and Illegal Use

1.5.1. Distributors' rights

If the **distributor** has undercharged or not charged a **customer** as a result of the **customer's** fraud or intentional consumption of electricity otherwise than in accordance with **applicable regulatory instruments**, the **distributor** may:

- (a) estimate the consumption for which the **customer** has not paid and bill the **customer** for that amount; and
- (b) take debt recovery action for all of the unpaid amount and any costs associated with investigating the **customer's** actions and recovering any damages caused by those actions; and
- (c) disconnect the **customer's supply address** immediately.

1.6. Billing

1.6.1. How this clause applies

A **distributor** must follow the billing procedures:

- (a) in the **connection and supply contract** for all **customers** who receive a single bill from their **retailer** for amounts due under both the **customer sale contract** and the **connection and supply contract**;
- (b) in any other case, as agreed with the **customer** and the **customer's retailer** as provided in clause 1.6.3.

1.6.2. Billing through retailer

- (a) A **distributor** must not send a separate bill to a **customer** for amounts due under the **standard connection and supply contract**.



- (b) The **distributor** must give to a **retailer** such information aggregated for all of the **retailer's customers** as the **retailer** requires to prepare and issue bills to its **customers** in accordance with the Energy Retail Code.

1.6.3. Separate bills

A **distributor** may issue a separate bill to a **customer** if the billing procedures are agreed between the **distributor, customer** and the **customer's retailer**.

1.7. Payment

1.7.1. Application of clause

This clause 1.7 does not apply where a **customer** agrees to receive separate bills in accordance with clause 1.6.3.

1.7.2. Payment to retailer

Where a **customer** has paid its **retailer** amounts due to the **distributor** in accordance with its **connection and supply contract** then, as between the **distributor** and that **customer**, the **customer** is deemed to have paid the **distributor** directly, notwithstanding that the **distributor** has not received payment from the **retailer** in relation to that amount.

1.7.3. Not to pursue a customer

The **distributor** must not:

- (a) pursue a **customer** directly;
- (b) take any action against a **customer**, or
- (c) disconnect a **customer**,

for amounts paid by a **customer** in accordance with clause 1.7.2. Nothing in this clause is intended to restrict a **distributor's** rights that are exercised by a **retailer** or to pursue a **customer** if a **customer** has not paid the **retailer** in accordance with clause 1.7.2.

1.8. Security Deposits

1.8.1. Separate security deposit

- (a) A **distributor** may only request a security deposit from a **customer**:

- (i) who is a “market customer” for the purposes of the **National Electricity Code**, in relation to a **supply address** that is connected to the **distribution network**;
- (ii) who agrees to receive separate bills, for the purposes of securing amounts due to the **distributor** under the **connection and supply contract**; or
- (iii) for the purpose of securing the costs for **connection assets, extensions** or **augmentation** in Chapter 2.1,

on terms agreed with that **customer**.

- (b) A **distributor** may also request a **security deposit** from a **customer** where it is required to act as the retailer of last resort in relation to that **customer**, on terms approved by the **Commission**.

1.9. Disconnection

1.9.1. Disconnection

- (a) A **distributor** must disconnect a **customer's supply address**:
 - (i) subject to clause 1.9.2, if the **distributor** receives a disconnection certificate from the **customer's retailer** under the coordination agreement entered into with a **retailer** pursuant to the terms of the **distributor's** distribution licence;
 - (ii) if requested by the **customer**; or
 - (iii) if directed by the **system controller, NEMMCO**, or any other body exercising a similar function under the **Act, National Electricity Code**, or the **National Electricity Law**.
- (b) A **distributor** may, notwithstanding any other provision of this Part, disconnect a **customer's supply address**:
 - (i) pursuant to clauses 1.12.1 (in the case of an **emergency**), 1.12.2 (pursuant to any other relevant legislation) or 1.12.3 (for health and safety reasons); or
 - (ii) pursuant to clause 1.5.

1.9.2. Must not disconnect

A **distributor** must not disconnect a **customer's supply address**:

- (a) where the **customer** or a person residing at the **customer's supply address** has advised the **distributor** that a person ordinarily residing at the **supply address** is dependent on designated life support equipment in accordance with the provisions of clause 1.11.1;
- (b) where a **customer** has made a complaint, directly related to the reason for the proposed disconnection, to the **Industry Ombudsman** or another external dispute resolution body and the complaint remains unresolved;
- (c) after 3.00pm on a **business day**; or
- (d) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption, or
- (e) in respect of a residential customer's electricity supply address, for non-payment of an electricity bill on an **extreme heat day**, notwithstanding the receipt of an MSATS service order (for de-energisation) from a **retailer**.

1.9.3. Request for final account or disconnection

If a **customer** requests the **distributor** to issue a final bill for, or the disconnection of, the **customer's supply address**, the **distributor** must use its **best endeavours** to issue that bill or disconnect in accordance with the **customer's** request.

1.10. Reconnection after Disconnection

1.10.1. Distributor and customer obligations

Where a **distributor** has disconnected a **customer's supply address**:

- (a) under clause 1.9.1(a), after receiving a disconnection certificate, and the **retailer** has subsequently notified the **distributor** to reconnect the **supply address**;
- (b) under clause 1.12, for a health or safety reasons and the circumstances giving rise to the disconnection no longer exist; or

- (c) due to a **customer** using electricity in breach of clause 1.5, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,

the **distributor** must connect the **customer's supply address** in accordance with this clause, subject to:

- (d) clause 1.5;
- (e) the **customer** or the **retailer** making a request for reconnection; and
- (f) the **customer** paying the **retailer's** charges and the **distributor's** reasonable charge for reconnection, if any.

1.10.2. Request to distributor by 5 pm

Where under clause 1.10.1 a **distributor** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection to its **retailer** before 4.00 pm or to the **distributor** before 5.00 pm on a **business day**, the **distributor** must -

- (a) reconnect the **supply address** on the day of the request in the **Adelaide Business Area** and **Major Metropolitan Areas**; and
- (b) use its **best endeavours** to reconnect on the day of the request in **Other Areas** and, in any event, by the next **business day**.

1.10.3. Request to distributor between 5 pm and 10 pm

Where under clause 1.10.1 a **distributor** is obliged to reconnect a **customer** and the **customer** makes a request for reconnection to its **retailer** after 4.00 pm and before 9.00 pm on a **business day**, or to its **distributor** after 5.00 pm and before 10.00 pm on a **business day**, and pays the **distributor's** reasonable after hours reconnection charge, the **distributor** must -

- (a) reconnect on the day requested by the **customer** in the **Adelaide Business Area** and **Major Metropolitan Areas**; and
- (b) use its **best endeavours** to reconnect on the day requested by the **customer** in **Other Areas** and, in any event, by the next **business day**.

1.10.4. Request to distributor after 10 pm

Where under clause 1.10.1 a **distributor** is obliged to reconnect a **customer** and the **customer** makes a request for reconnection to its **retailer** after 9.00



pm on a **business day** or to the **distributor** after 10.00 pm on a **business day**, the **distributor** must reconnect the **supply address** as soon as possible and in any event by the end of the next **business day**.

1.11. Special Needs

1.11.1. Life support equipment

1.11.1.1. Distributors' Obligations

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

- (a) register the **supply address** as a life support equipment address;
- (b) not disconnect that **supply address** while the person continues to reside at that address and requires the life support equipment; and
- (c) give the **customer**:
 - (i) at least 4 **business days**' written notice of any planned interruptions to **supply** at the **supply address** (the 4 **business days** to be counted from the **date of receipt** of the notice);
 - (ii) advice there is likely to be a planned interruption to the **supply** at the **supply address**; and
 - (iii) an emergency telephone contact number.

1.11.1.2. Information Requirements

A **distributor** may require that a **customer** whose **supply address** has been registered under this clause inform the **distributor** if the person for whom the life support equipment is required vacates the **supply address** or no longer requires the life support equipment.

1.11.1.3. Interpretation

For the purposes of this clause 1.11, "life support equipment" means each of:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;

- (c) a haemodialysis machine;
- (d) a ventilator for life support (polio only); and
- (e) other equipment notified by the **Commission** from time to time.

1.11.2. Language and large print needs

A **distributor** must:

- (a) provide access to multi-lingual services (for languages common to the relevant **customer** base) to meet the reasonable needs of its **residential customers**; and
- (b) provide, on request by a **residential customer**, large print versions of:
 - (i) this industry code, at a reasonable charge; and
 - (ii) the **distributor's Electricity Customer Charter**, free of charge.

1.12. Emergencies and Safety

1.12.1. Emergency disconnection

- (a) Notwithstanding any other clause in this Part, a **distributor** may disconnect or interrupt or cause to be disconnected or interrupted **supply** to a **customer's supply address** in the case of an **emergency**.
- (b) Where a **distributor** exercises its disconnection right under clause 1.12.1(a), it must:
 - (i) provide, by way of a 24 hour emergency line (for the cost of a local call from anywhere in South Australia), information on the nature of the **emergency** and an estimate of the time when **supply** will be restored;
 - (ii) use its **best endeavours** to restore **supply** to the **customer's supply address** as soon as possible.

1.12.2. Powers under Acts

Nothing in this part should affect the **distributor** exercising any power, or obligation to comply with any direction, order or requirement under the Emergency Powers Act 1941, Essential Services Act 1981, State Disaster Act

1980 or the State Emergency Services Act 1987, or any other relevant legislation.

1.12.3. Health and safety

- (a) Notwithstanding any other clause in this Part and subject to clause 1.12.3(b), a **distributor** may disconnect or interrupt **supply** to a **customer's supply address** for reasons of health or safety.
- (b) Except in the case of an **emergency**, or where there is a need to reduce the risk of fire or where relevant legislation, regulations or codes require it, a **distributor** must not disconnect a **customer's supply address** for a health or safety reason unless the **distributor** has:
 - (i) given the **customer** written notice of the reason;
 - (ii) allowed the **customer 5 business days** to remove the reason (the **5 business days** shall be counted from the **date of receipt** of the notice); and
 - (iii) at the expiration of those **5 business days** given the **customer**, by way of a written **disconnection warning**, another **5 business days'** notice of its intention to disconnect the **customer** (the **5 business days** shall be counted from the **date of receipt** of the notice).

1.13. Force Majeure

1.13.1. Effect of force majeure event

If but for this clause 1.13, a **distributor** or a **customer** would breach their **connection and supply contract** due to the occurrence of a **force majeure event**:

- (a) the obligations of the **distributor** or the **customer**, other than an obligation to pay money, under their **connection and supply contract** are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
- (b) the **distributor** or the **customer** must use its **best endeavours** to 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 effects on those obligations and the steps taken to remove, overcome or minimise those effects.

1.13.2. Deemed prompt notice

For the purposes of clause 1.13.1, if the effects of a **force majeure event** are widespread the **distributor** will be deemed to have given a **customer** prompt notice if it makes the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.

1.13.3. Situations where clause 1.13.1(a) does not apply

A **distributor** may agree with a **customer** that the **distributor** is not to have the benefit of clause 1.13.1(a) in respect of any **force majeure event**.

1.13.4. Obligation to overcome or minimise effects of force majeure event

A **distributor** or a **customer** relying on clause 1.13.1(a) by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimize the effects of that **force majeure event** as quickly as practicable.

1.13.5. Settlement of industrial disputes

Nothing in clause 1.13.4 will require a **distributor** or a **customer** to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that **distributor** or a **customer**.

1.13.6. Non-exclusion of National Electricity Law

Nothing in this clause 1.13 varies or excludes the operation of section 78 of the **National Electricity Law**

2. CONNECTION OF EMBEDDED GENERATION UNITS

2.1. Application of Chapter 2

This Chapter 2:

- (a) regulates **embedded generators'** access to the **distribution network** in South Australia for the purposes of clause 9.28.2 of the **National Electricity Code**;
- (b) applies to :
 - (i) each **small embedded generator**;
 - (ii) any **large embedded generator** that is not required to be a Code Participant in accordance with the **National Electricity Code**; and
 - (iii) **embedded generators** which are exempt under the Electricity (General) Regulations 1997 from the requirement to be licensed as a generator under the **Act**.

2.2. Obligation for Connection Agreements

The **distributor** must not connect an **embedded generator's embedded generating unit** to its **distribution network** unless it has entered into a **connection** agreement with the **embedded generator** in respect of that **embedded generating unit** in accordance with the requirements of this **Chapter 2**.

2.3. Standard Connection Agreements for Small Embedded Generators

- (a) Subject to clause 2.3(f), the **distributor** must only agree to provide **connection** services to a **small embedded generator** in accordance with the terms and conditions of a standard **connection** agreement for **small embedded generators** developed by the **distributor**.
- (b) The **distributor** must seek the **Commission's** prior written approval to use a standard **connection** agreement for **small embedded generators** developed by the **distributor** under clause 2.3(a).
- (c) If the Commission does not approve a standard **connection** agreement for **small embedded generators** submitted under clause 2.3(b), the **Commission** may:
 - (i) require the **distributor** to amend the standard **connection** agreement in accordance with any direction of the **Commission** and resubmit that

amended standard **connection** agreement for the **Commission's** approval for the purposes of clause 2.3(b); or

- (ii) amend the standard **connection** agreement and approve that amended standard **connection** agreement for use by the **distributor** for the purposes of clause 2.3(b).
- (d) The **distributor** must seek the **Commission's** prior written approval to vary the terms and conditions of the standard **connection** agreement which has previously been approved by the **Commission** under clause 2.3(b).
- (e) The terms and conditions of a standard **connection** agreement approved by the **Commission** for the purposes of clause 2.3(b), as varied from time to time in accordance with clause 2.3(d), must be published by the **distributor** on its website.
- (f) The **distributor** may enter into a negotiated **connection** agreement with a **small embedded generator** on fair and reasonable terms and conditions agreed by that **small embedded generator** and approved by the **Commission**.

2.4. Connection Agreements for Large Embedded Generators

The **distributor** must only agree to provide **connection** services to a **large embedded generator** in accordance with the terms and conditions of a **connection** agreement which is fair and reasonable and agreed by that **large embedded generator**.

2.5. Connection charges

The **distributor** may only charge an **embedded generator** a **connection** charge in respect of the **connection** of the **embedded generator's embedded generating unit** to the **distribution network** which has been calculated:

- (a) as an excluded service charge under the **Electricity Distribution Price Determination**; and
- (b) in accordance with any applicable guideline published by the **Commission** from time to time.

2.6. Extension charges

The **distributor** may only charge an **embedded generator** an **extension** charge in respect of the **connection** of the **embedded generator's embedded generating unit** to the **distribution network** which has been calculated:

- (a) as an excluded service charge under the ***Electricity Distribution Price Determination***; and
- (b) in accordance with any applicable guideline published by the ***Commission*** from time to time.

2.7. Augmentation charges

The ***distributor***:

- (a) must not charge a ***small embedded generator*** for any ***augmentation*** required as a result of the connection of the ***small embedded generator's embedded generating units*** to the ***distribution network***; and
- (b) may only charge a ***large embedded generator*** an ***augmentation*** charge for any ***augmentation*** required as a result of the ***connection*** of the ***large embedded generator's embedded generating units*** which has been calculated:
 - (i) as an excluded service charge under the ***Electricity Distribution Price Determination***; and
 - (ii) in accordance with the requirements of Chapter 5 of the National Electricity Code.

2.8. Coordination of Large Embedded Generating Units

Large embedded generators must comply with the following requirements:

- (a) the ***embedded generating unit*** must be synchronised to the ***distribution network***;
- (b) the ***embedded generating unit's*** real and reactive power output or voltage output must be automatically controlled within limits agreed with the ***distributor***. A nominal full load power factor of 0.8 lagging must be provided;
- (c) the ***embedded generator's*** voltage and frequency response times must be within the limits specified by the ***distributor***. If the ***embedded generator's*** frequency rises above or falls below the system frequency for more than the time specified by the ***distributor***, it must be disconnected from the ***distribution network***;
- (d) the ***embedded generating unit*** must be fitted with necessary protection relays, as agreed with the ***distributor***, in order to coordinate its ability to isolate itself from the ***distribution network*** in the event of a fault on either the ***distributor's distribution network*** or the ***embedded generator's*** electricity infrastructure;

- (e) the **embedded generating unit** must be equipped with lockable means of isolation from the **distribution network**;
- (f) unless otherwise agreed with the **distributor**, an **embedded generator** must allow for the connection of a communication link between the **embedded generation unit** and the **distributor's** substation to monitor and as necessary trip the generator in an **emergency**;
- (g) asynchronous **embedded generating units** must be equipped with controlled power factor correction capacitors to support necessary VAR loading requirements; and
- (h) any other reasonable requirement of the **distributor**

2.9. Capacity

The capacity of **embedded generator's** plant shall not exceed the capacity of the **distribution network** in terms of:

- (a) its capacity to accept export energy;
- (b) its capacity to provide emergency energy in the event of a generator trip; and
- (c) its fault level.

2.10. Scheduling

- (a) Unless otherwise agreed with the **distributor**, a **large embedded generator** with an **embedded generating unit** over 1 MW must advise the **distributor** prior to connection or disconnection of the **embedded generating unit**.
- (b) The rate of change of an **embedded generating unit** over 1 MW must be agreed with the **distributor**.

2.11. Minimum requirements for Embedded Generating Units over 1 MW

Unless otherwise agreed with the **distributor**, any **embedded generating unit** over 1 MW must:

- (a) have an automatic excitation control system for volts and power factor;
- (b) have a governor control for speed (frequency) and load (MW) control; and
- (c) be equipped with protection and auto synchronising equipment as defined by the **distributor**.



2.12. Delivery performance requirements of Embedded Generation Units

An **embedded generator's** plant shall be able to:

- (a) respond safely to network disturbances;
- (b) shut down safely without external electricity **supply**;
- (c) restart following loss and restoration of **supply**; and
- (d) operate in a stable manner on the **distribution network** during system disturbances.

2.13. Voltage Quality

An **embedded generator** must ensure that its **embedded generating** plant does not contribute to the permitted levels of voltage unbalance, voltage fluctuation and harmonic content specified in the schedule to the **standard connection and supply contract** being exceeded.

2.14. Fault Levels

An **embedded generating unit** must be designed to work within and not contribute (other than an agreed contribution) to the system maximum fault level and the feeder capacity to which it is connected.

2.15. Earthing

A **large embedded generator** must ensure that its **embedded generating units** are earthed in accordance with the **distributor's** earthing requirements. The **embedded generator** must provide earth fault protection to isolate each **embedded generating unit** from the **distribution network** under earth fault conditions.

2.16. Interference

If the **distributor** notifies the **embedded generator** that its **embedded generating unit** is causing interference above the limits set out in AS/NZS 2344, AS2279, AS/NZS 61000 3.2, 3.3 or 3.5, the **embedded generator** must reduce the level of interference to below these limits within 90 days.

3. CONNECTIONS REQUIRING NETWORK EXTENSION AND/OR AUGMENTATION

3.1. General

The purpose of this Chapter 3 is to set out the procedures for:

- (a) establishing new **connections** or modifying existing **connections** that require **augmentation** or **extensions**;
- (b) undertaking the necessary work to construct the **connection assets** and the **augmentation** and **extensions**;
- (c) calculating and allocating the costs of the **connection assets**, **extension** and **augmentation**; and
- (d) upgrading an existing **connection** category.

Nothing in this Chapter 3 is intended to deal with the cost of meters provided by the **distributor** in accordance with the **National Electricity Code**.

3.2. Planning and Reporting

The **distributor** must provide to the **Commission** a copy of any reports prepared for the **Planning Council** concerning the planning and development of the **distributor's distribution network**.

3.3. Connection Specification

3.3.1. Application

The requirements set out in this clause are in addition to the procedures for **connections** set out in clause 1.4 of this industry code.

3.3.2. Connection enquiry

A **distributor** must make an offer under clause 3.3.3 within 20 **business days**, where the supply can be provided from an **extension** or **connection** to existing infrastructure, and in all other cases within a reasonable time after receiving:

- (a) a **connection enquiry** together with the necessary information from the **customer** to make an offer; and

- (b) where the **distributor** requires it, a fee for preparing the offer not exceeding an amount approved by the **Commission** from time to time.

For the purposes of this clause 3.3.2, 'reasonable time' is determined as follows: the **distributor** must use its **best endeavours** to achieve the 20 **business days**' timeframe; where that is not possible, the timeframe should be as agreed between the **distributor** and **customer**, but in any case must not exceed 35 **business days**, unless the work involves the **augmentation** of, or an **extension** to, a **transmission network**. In such cases the date will be as agreed with the **customer** after consultation with the **electricity entity** operating that **transmission network**.

3.3.3. Offer

In addition to the information and requirements of clause 1.4.3 of this industry code, an offer in response to a **connection enquiry** must include:

- (a) the total amount the **customer** is required to pay under clause 3.5, and the separate amounts for each of the components of the total amount, including:
 - (i) design and project management cost;
 - (ii) cost of designing and constructing the **connection assets**;
 - (iii) cost of designing and constructing the **extensions**;
 - (iv) the **customer's allocation** of **augmentation** (if any) under clause 3.6;
 - (v) any minimum rebate from the **distributor** under clause 3.7.
- (b) the amount of DUOS (if any) assumed in calculating the rebate under clause 3.7, and details of the calculation of the **customer's allocation** of **augmentation** (if any) included in the total amount required to be paid under clause 3.5;
- (c) if requested by the **customer**, relevant details of each of the components of the total amount;
- (d) where the **connection** is such that clause 3.8 is likely to apply, separate amounts for:
 - (i) the contribution to the cost of **extensions** for **upstream customers**, as calculated in clause 3.8; and

- (ii) an estimate of the amount the **customer** would have spent if the **customer** undertook a separate **extension** to connect its **supply address** to the **distribution network**;
- (e) the construction program for the works associated with designing and constructing the **connection assets**, and designing and undertaking any required **extensions**;
- (f) the **customer's** electrical demand characteristics and operating conditions at the **connection point**;
- (g) information concerning the **customer's** right to call for tenders for the design and construction of the **connection assets** and **extension** in accordance with clause 3.4;
- (h) any licences or easements required to be procured by the **customer** for the works; and
- (i) information concerning the criteria that must be met by the tenderers in relation to the works, as referred to in clause 3.3.6 and clause 3.4.3.

The offer must be based on the most efficient and technically feasible solution to meet the **customer's** electrical requirements and any expected **customer** load growth in the short term (generally in the next 3 years).

The offer must state that it is an offer being made pursuant to the requirements of the Electricity Distribution Code in responding to a **connection enquiry** from the **customer**, and must specify the date of the **connection enquiry**.

3.3.4. Acceptance of Offer

If a **customer** accepts the **distributor's** offer under clause 3.3.3, the **distributor** must undertake the works in accordance with the construction program referred to in the offer.

If the **customer** has called for tenders under clause 3.4, the **distributor** must undertake the works in accordance with the program coordinated with the successful tenderer under clause 3.4.2.

The **distributor** may withdraw the offer made under clause 3.3.3 if it is not accepted by the **customer** within a period of 60 **business days** from the **date of receipt**. The offer is binding on the **distributor** in terms of the amounts to be charged by the **distributor** under clause 3.5.

3.3.5. Request for specifications

If requested by a **customer** (in relation to a **connection enquiry** under clause 3.3.2), the **distributor** must prepare technical specifications for the **connection assets** and the **extension** referred to in clause 3.3.3(b), provided the **customer**:

- (a) supplies the necessary information to allow the **distributor** to prepare the specifications; and
- (b) pays or agrees to pay a fee, not exceeding an amount approved by the **Commission** from time to time, for preparing the specifications.

3.3.6. Preparation of specifications

The specifications must set out the general design parameters and operating requirements for an **extension** and **connection assets** to enable **connection** to the **distributor's distribution network** and:

- (a) be sufficiently detailed to allow the **customer** to call for tenders for the design and construction of the **connection assets** and the **extension**;
- (b) contain details of the voltage of the **connection**, required current rating, minimum transformer sizes, and other equipment requirements;
- (c) contain details of the **distributor's** technical and maintenance requirements, to ensure the works, when designed and completed:
 - (i) are compatible with the **distributor's distribution network**;
 - (ii) are capable of being operated and maintained by the **distributor** in accordance with the **distributor's** operations and maintenance procedures; and
 - (iii) do not adversely affect the **distributor's distribution network** or others connected to the **distribution network**;
- (d) inform the **customer** that tenderers must submit separate amounts for:
 - (i) designing and constructing the **connection assets**; and
 - (ii) designing and undertaking any of the required **extensions**;
- (e) inform the **customer** of a reasonable timeframe for conducting the tender, given the nature of the works and the specifications.

3.3.7. Timeframe

The **distributor** must prepare the specifications as requested by a **customer** under clause 3.3.5 within:

- (a) a reasonable time agreed with the **customer** where the specifications are complex, which must not exceed 20 **business days**; and
- (b) in all other cases, 10 **business days**.

3.4. Tenders

3.4.1. Call for Tenders

A **customer** may call for tenders for the design and construction of the **connection assets** or the **extension**, based on the specifications prepared in clause 3.3.6.

3.4.2. Successful Tenderer

If, within the period specified in clause 3.3.6(e), the **customer** notifies the **distributor** that it has selected a successful tenderer, the **distributor** must, acting reasonably but subject to clause 3.4.3, liaise with the **customer** and the successful tenderer concerning the following matters:

- (a) the design and construction of the **connection assets** and **extension**;
- (b) payments from the **customer** and payments to the successful tenderer;
- (c) warranties in relation to the work performed and the equipment installed;
- (d) the program for undertaking the works; and
- (e) handing over the **connection assets** and the **extension** to the **distributor** on completion of the works.

3.4.3. Network compatibility

Nothing in this clause 3.4 obliges a **distributor** to accept the design and construction of the **connection assets** or the **extension** by a successful tenderer if the **distributor**, acting reasonably, forms the view that:

- (a) the successful tenderer does not have the requisite skill and competence to undertake the design and construction of the works in accordance with the specifications; and

- (b) the proposed design and construction do not meet the specification, in particular, the matters referred to in clause 3.3.6(c).

Any disputes concerning the exercise of the **distributor's** powers under this clause 3.4.3 may be referred to the **Technical Regulator** for resolution.

3.5. **Customer Payment**

This clause establishes what **customers** must contribute towards the cost associated with establishing or modifying their **connection** (and the associated **extension** or **augmentation** of the **distribution network**) given the capacity of their **connection** in relation to the capacity of that part of the **distribution network** in the **customer's** location.

The total amount that the **distributor** may require a **customer** to pay towards the cost of the **connection assets**, the **augmentation** and the **extension** is the greater of zero and the amount calculated by the following formula:

$$CP = (C+E+A+CC) - R$$

where:

CP = the **customer's** payment under this clause;

C = the cost of the **connection assets** as quoted by the **distributor** under clause 3.3 or determined after the tender process under clause 3.4;

E = the cost of the **extension** as quoted by the **distributor** under clause 3.3.3 or determined after the tender process under clause 3.4;

A = the **customer's allocation** of **augmentation** as calculated under clause 3.6;

CC = the amount determined as the **customer's contribution** to **upstream customers**, as calculated under clause 3.8;

R = the **distributor's rebate**, as determined under clause 3.7.

The **distributor** may require the **customer** to pay no more than 50% of the total amount, CP, as determined under this clause, prior to commencement of the works associated with establishing or modifying the **customer's connection** (including any associated **extension** and **augmentation** (if required immediately) of the **distribution network**), with the balance to be paid at the completion of those works.

3.6. Customer's allocation of Augmentation

3.6.1. Required Augmentation

In assessing the **augmentation** requirements of the **distribution network** for the purposes of this clause 3.6, the **distributor** must ensure that the **augmentation** is fair and reasonable, consistent with **good electricity industry practice**, given the nature, size and scale of the part of the **distribution network** that is the subject of the proposed **augmentation**.

3.6.2. Detailed arrangements

The **distributor** must comply with any written instructions or guidance issued by the **Commission** from time to time relating to the interpretation and detailed application of this clause 3.6.

3.6.3. Customer demand subject to an augmentation charge

- (a) The **distributor** must determine the **customer** demand (in kVA) which is to be subject to an **augmentation** charge in accordance with the requirements of this clause 3.6.3.
- (b) For new loads, the **customer** demand (in kVA) subject to an **augmentation** charge is the value specified by the **customer** (which must reflect the demand that would be expected to apply during network design conditions) minus the **augmentation** allowance determined in accordance with clause 3.6.3(d).
- (c) For upgrades, the **customer** demand (in kVA) subject to an **augmentation** charge is the lesser of:
 - (i) the total **customer** demand after the upgrade minus the **augmentation** allowance determined in accordance with clause 3.6.3(d); and
 - (ii) the full increase in demand arising from the upgrade.
- (d) Unless otherwise determined by the **Commission**, the **augmentation** allowance is 90kVA, except where the **customer** is in a location supplied through a 19kV SWER line, where the allowance is 25kVA.

3.6.4. Calculation of an augmentation charge

- (a) The **distributor** must determine a **customer** allocation for the **augmentation** associated with the **customer's connection enquiry**:



- (i) where an individual evaluation is required under clause 3.6.4(b), in accordance with clause 3.6.4.2; and
 - (ii) in all other cases, in accordance with clause 3.6.4.1.
- (b) Unless otherwise determined by the **Commission**, an individual evaluation is required where:
- (i) the new load advances the need for **augmentation** by at least 2 years, and **augmentation** is required within 10 years; and
 - (ii) the new load is greater than 5% of local substation capacity, or is located at least 15 km in a straight line from the substation (where the value of substation capacity is to be that which would be expected to apply during network design conditions).

3.6.4.1. Where individual evaluation is not required

The **distributor** must calculate and apply a value A as the **customer** allocation for the **augmentation** associated with the **customer's connection enquiry** as follows:

$$A = Dxf$$

Where:

A = the **customer** allocation for the **augmentation** associated with the **customer's connection enquiry**

D = **customer** demand (in kVA) subject to an **augmentation** charge as defined in clause 3.6.3

f = the published standard unit **augmentation** charge based on the average cost of **augmentation** in the Adelaide metropolitan area as approved by the **Commission** from time to time.

3.6.4.2. Where individual evaluation is required

The **distributor** must:

- (a) calculate a value A in accordance with the requirements of clause 3.6.4.1; and

- (b) calculate a value A2 based on the projected local costs for the **augmentation** associated with the **customer's connection enquiry** as follows:

$$A2 = D \left(\sum_{i=1}^n F_i \right)$$

Where:

A2 = sum of allocations for all network elements requiring **augmentation** within 10 years

D = **customer** demand (in kVA) subject to an **augmentation** charge as defined in clause 3.6.3

F = unit cost for network element i requiring **augmentation**, to be calculated in accordance with a method approved by the **Commission** from time to time, and

- (c) where the value A2 is at least 10 percent more than the value A, apply the value A2 as the **customer** allocation for the **augmentation** associated with the **customer's connection enquiry**; and
- (d) in all other cases, apply the value A as the **customer** allocation for the **augmentation** associated with the **customer's connection enquiry**.

3.6.5. Information to be published

- (a) For each substation, the following information is to be submitted by the **distributor** on an annual basis to the **Commission** for approval:
- (i) the standard unit **augmentation** charge, f; and
 - (ii) the value of 5% of substation capacity under design conditions for each substation.
- (b) Following approval by the **Commission**, this information must be published by the **distributor**.

3.6.6. Disconnection/Reconnection

The **customer's allocation** of **augmentation**, A, under clause 3.5 will be taken as zero for **supply** at a **connection** point that has been disconnected and subsequently reconnected, provided:

- (a) the period between disconnection and subsequent reconnection of that **connection** point is no more than 24 months; and
- (b) there is no change in the primary purpose of the business being conducted on the site; and
- (c) there is no increase in the maximum electricity demand at the **connection** point.

3.7. **Distributor's Rebate**

The rebate in this clause applies only to the extent that the **customer** does not request **connection assets, extension** and **augmentation** in excess of the most efficient and technically feasible solution to meet the **customer's** electrical requirements and any expected **customer** load growth in the short term (generally in the next 3 years).

The rebate from the **distributor** to a **customer** towards the cost of the **connection assets, extension** and **augmentation** is as set out in the following table according to the **customer's** tariff class (as may be varied by the **Commission** from time to time):

For a Residential **customer**, R = \$3,000.

For a Non-residential **customer**, the rebate will be calculated as follows:

$R = Z + (3 \times \text{DUOS})$ or \$3,000, whichever is the greater

where:

R = the **distributor's** rebate;

Z = the fixed component of the rebate determined by the **Commission** from time to time (as at the date of this code, \$1,200 for establishment of a new **connection**, and 0 for modification of an existing **connection**);

DUOS = the increased average annual amount the **distributor** expects to earn for distribution use of system charges over a period of 3 years from a **customer** according to that **customer's** tariff class.

3.8. **Downstream Customer Contribution**

3.8.1. Purpose of clause

The purpose of this clause is to establish the procedures for calculating the **customer contribution** by a **customer** towards amounts paid by **upstream customers** for an **extension**.

3.8.2. Application of clauses

This clause and clause 3.9 apply only if each of the following is satisfied:

- (a) a **customer's supply address** is or will be connected to that part of the **distributor's distribution network** that was extended for an **upstream customer**;
- (b) the **connection** of the **customer's supply address** occurs within 7 years after the **extension** taking place; and
- (c) the **upstream customer's extension** component is greater than zero.

3.8.3. Extension component

The **extension component** is the amount that an **upstream customer** contributes to the cost of an **extension**. For the purposes of this clause 3.8, the **extension component** for an **upstream customer** is the amount calculated as follows:

$$EP = Z - P$$

where:

EP = the **extension component** for an **upstream customer**;

P = the payments received by the **upstream customer** under clause 3.9;

Z = the lesser of the following (each as defined in clause 3.5):

- (a) E, or where E is zero, CC; and
- (b) CP.

3.8.4. Customer contribution

The **distributor** must calculate the **customer's contribution** as the lesser of:

- (a) the amount referred to in clause 3.3.3(d)(ii), being the cost of the **extension** that would have been required if the **customer** undertook a separate **extension** to connect its **supply address** to the **distribution network**; and
- (b) the amount calculated by the following formula:

$$CC_a = \sum_{i=1}^n EP_i \times \frac{F_a}{\sum_{i=1}^n F_i}$$

where:

CC_a = the **customer contribution** of **customer** “a” towards amounts paid by **upstream customers** for an **extension**;

EP_i = the **extension component** of each **upstream customer** “i”;

F_a = the applicable factor for **customer** “a”; and

F_i = the applicable factors of each **customer** connected to the **extension** (including **customer** “a”).

3.8.5. Applicable factors

For the purposes of clause 3.8.4, the applicable factor for a **customer** shall be:

- (a) 16 amps for all **residential customers**; and
- (b) for all other **customers**, as determined by the **distributor**, based on the maximum demand (either amps or kVA) for the **electrical installation** as advised by the **customer**.

3.9. Payment to Upstream Customers

Irrespective of whether a **customer** is required to pay an amount under clause 3.5, when that **customer** connects to an **extension**, the **distributor** must pay to each **upstream customer** a proportion of a **customer’s contribution** as follows:

$$P_i = CC_a \times \frac{EP_i}{\sum_{i=1}^n EP_i}$$

where:

P_i = the payment to be made to **upstream customer** “i”;

CC_a = the **customer contribution** calculated under clause 3.8.4 for the **customer** connecting to the **extension**;

EP_i = the **extension component** of **upstream customer** “i”.

Where an **upstream customer** is no longer taking **supply** through the **connection** point that was the subject for the relevant network **extension**, payments by the **distributor** under this clause 3.9 to that **upstream customer** will be made to the **customer** that is currently taking **supply** through that **connection** point.

3.10. **Limits on Payment**

Nothing in clauses 3.5, 3.6, 3.7, 3.8 or 3.9 shall entitle a **customer** to receive payment from the **distributor** (whether by way of rebate or by allocation of contribution from **customers**), if that payment will result in that **customer** receiving more than, in total, the amount it was required to pay under clause 3.5.

3.11. **Developments**

For the purposes of Chapter 3 of this Code and clause 1.4 of this Code:

- (a) the **distributor** will deal with a party (“the developer”) that is seeking to develop a site for future use by **customers**, and which has made a **connection enquiry** in relation to that site, as if that party were a single **customer**;
- (b) where a development is to proceed in stages, each stage will be considered as a separate project provided the **connection** of that stage occurs more than 3 years after the **connection** of the previous stage;
- (c) the **distributor** will comply with detailed arrangements approved by the **Commission** from time to time relating to specific types of developments.



SCHEDULE 1

DEFINITIONS

“**Act**” means the *Electricity Act 1996*;

“**Adelaide Business Area**” means that part of Adelaide shown in Map 1 of Schedule 4 and in which *customers* are *supplied* by *feeders* as agreed between *ETSA Utilities* and the *Commission*;

“**augmentation**” means works to enlarge the capability of the *distributor’s distribution network* to distribute electricity;

“**Australian Standard**” or “**AS**” means a standard published by the Standards Association of Australia;

“**best endeavours**” means to act in good faith and use all reasonable efforts, skill and resources,

“**business customer**” means a *customer* who is not a *residential customer*;

“**business day**” means a day on which banks are open for general banking business in Adelaide, other than a Saturday or Sunday;

“**certificate of compliance**” means a certificate issued by a *licensed contractor* in accordance with the Regulations to the *Act*;

“**Commission**” means the *Essential Services Commission* established under the Essential Services Commission Act 2002;

“**connection**” means to form a physical link to a *distribution network*;

“**connection and supply contract**” means either a *negotiated connection and supply contract* or a *standard connection and supply contract*;

“**connection assets**” means those assets which are used to provide connection services to a *customer* at a *connection point*;

“**connection enquiry**” means an enquiry under Chapter 3 for a new *connection* or a modification to an existing *connection* to the *distributor’s distribution network*, that requires

the construction of **connection assets** or **augmentation** or **extensions** to the **distribution network**;

“customer” has the meaning given to that term in the **Act**, namely a person who has a supply of electricity available from a **transmission network** or **distribution network** for consumption by that person and includes:

- (a) the occupier for the time being of a place to which electricity is **supplied**; and
- (b) where the context requires, a person seeking an electricity **supply**; and
- (c) a person of a class declared by regulations under the **Act** to be **customers**.

“customer allocation” means the amount of the cost of designing and undertaking **augmentation** attributable to a **customer** as calculated in Chapter 3, clause 3.6.2;

“customer contribution” means the amount a **customer** contributes to the cost of an **extension** paid for by **upstream customers** as calculated in Chapter 3, clause 3.8;

“customer minutes” means the total duration of **customer supply interruptions** calculated in each calendar year m.

“date of receipt” means, in relation to the receipt by a **customer** of a notice (including a **disconnection warning** and an offer made under Chapter 3, clause 3.3) given by a **distributor**:

- (a) in the case where the **distributor** hands the notice to the **customer**, the date the **distributor** does so;
- (b) in the case where the **distributor** sends a notice by facsimile or by email before 5 pm on a **business day**, on that **business day**, otherwise on the next **business day**;
- (c) in the case where the **distributor** leaves the notice at the **customer’s supply address**, the date the **distributor** does so;
- (d) in the case where the **distributor** gives the notice by post or, registered mail or lettergram, a date 2 **business days** after the date the **distributor** sent the notice;

“disconnection warning” means a notice in writing issued in accordance with clause 1.12.3;

“distributor” means a holder of a licence to operate a **distribution network** under Part 3 of the **Act**;



“**distributor’s rebate**” means the rebate from the **distributor** to a **customer** towards the cost of the **connection assets, augmentation and extensions**, as calculated in Chapter 3, clause 3.7;

“**distribution network**” has the meaning given to that term in the **Act**;

“**electrical installation**” has the meaning given to that term in the **Act**;

“**Electricity Customer Charter**” means the charter prepared by the **distributor** and approved by the **Commission** under clause 1.1.3;

“**Electricity Distribution Price Determination**” means the price determination of that name made by the **Commission** under the **ESC Act** as authorised by the **Act**;

“**electricity entity**” has the meaning given to that term in the **Act**;

“**embedded generator**” means a generator who owns, operates or controls an **embedded generating unit**;

“**embedded generating unit**” means a generating unit which is connected to a **distribution network** and does not have direct access to a **transmission network**;

“**emergency**” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in the state of South Australia or which destroys or damages, or threatens to destroy or damage, any property in the state of South Australia;

“**ETSA Utilities**” has the meaning given to that term in the **Electricity Distribution Price Determination**;

“**extension**” (or “**extended**”) means works required for the **connection** of a **customer’s supply address** outside the boundaries of the **distributor’s distribution network** that existed at the time that the **customer’s connection enquiry** was made;

“**extension component**” means the amount that an **upstream customer** contributes to the cost of an **extension** as calculated in Chapter 3, clause 3.8.3;

“**extreme heat day**” is a day in respect of which an extreme heat watch or extreme heat warning has been issued by the South Australian State Emergency Service (SASES) or some other body authorised by the State Government of South Australia to issue such an alert;

“**feeder**” means an electric powerline and associated equipment which the **distributor** uses to distribute electricity;

“**force majeure event**” means an event outside the control of a **distributor** or a **customer**;

“good electricity industry practice” has the meaning given to that term in the **National Electricity Code**;

“high voltage” means a voltage greater than 1,000 volts;

“Industry Ombudsman” means the ombudsman appointed under the scheme approved by the **Commission** in accordance with the **distributor’s** licence;

“interruptions” include a planned or unplanned outage of at least 1 minute in duration, that is an interruption of, or restriction to, distribution services, other than due to an emergency and/or due to generation or transmission failure;

“large customer” means a **customer** other than a **small customer**;

“large embedded generator” means an **embedded generator** other than a **small embedded generator**;

“licensed contractor” means a contractor licensed to perform electrical work under the Plumbers, Gas Fitters and Electricians Act 1995;

“Major Metropolitan Areas” means the “Greater Adelaide Metropolitan Area” as indicated in Map 2 of Schedule 4 and the “Regional Major Metropolitan Areas” as indicated in Map 3 of Schedule 4, and in which **customers** are **supplied** by **feeders** as agreed between **ETSA Utilities** and the **Commission**;

“National Electricity Code” means the Code, as defined in the **National Electricity Law**;

“National Electricity Law” means the National Electricity Law, as defined in the National Electricity (South Australia) Act 1996;

“negotiated connection and supply contract” means a **connection and supply contract** on terms other than a **standard connection and supply contract**;

“NEMMCO” means the National Electricity Market Management Company Limited (ACN 072 010 327);

“Other Areas” means all areas in which **customers** are **supplied** other than the **Adelaide Business Area** and **Major Metropolitan Areas**;

“planned augmentation” has the meaning given in Chapter 3, clause 3.6.1;

“Planning Council” means the Electricity Supply Industry Planning Council established under Part 2 of the **Act**;



“**residential customer**” means a **customer** who acquires electricity for domestic use;

“**retailer**” means a holder of a licence under the **Act** to retail electricity;

“**security deposit**” means an amount of money or other arrangement acceptable to the **distributor** as a security against a **customer** defaulting on a bill or an obligation to pay an amount to the **distributor**;

“**small customer**” has the same meaning as is given to that term in the **Act**;

“**small embedded generator**” means an **embedded generator** which owns, operates or controls an **embedded generating unit** that complies with the requirements of AS 4777;

“**standard connection and supply contract**” means a **connection supply contract** published by a **distributor** in the form set out in Part B of this industry code;

“**supply**” means the delivery of electricity;

“**supply address**” means the address for which a **customer** purchases electricity;

“**system controller**” means a person holding a licence under Part 3 of the **Act** to exercise the function of system control over a power system;

“**Technical Regulator**” means the person holding the office of Technical Regulator under Part 2 of the **Act**;

“**transmission network**” has the meaning given to that term in the **Act**;

“**upstream customer**” means a **customer**:

- (a) whose **connection** required an **extension** to the **distributor’s distribution network**;
and
- (b) whose **extension** component is greater than zero;

SCHEDULE 2

ETSA UTILITIES - SERVICE INCENTIVE SCHEME

Identification of Service Incentive Points

In respect of each calendar year, **ETSA Utilities** must calculate its entitlement to performance incentive points on the basis of the tables below and provide the report referred to in clause 1.2.5 to the **Commission**.

3.1. Reliability of supply measure

Pursuant to paragraph 3.1(k)(ii) of Schedule 3 of the **Electricity Distribution Price Determination**, RP_m is derived in reference to **ETSA Utilities'** reliability of supply performance during calendar year m , and is calculated in accordance with the following table:

RP_m	RELIABILITY OF SUPPLY PERFORMANCE (OM_m)
-3	$\geq BM_m + 7.5$
-2	$\geq BM_m + 5.0$ and $< BM_m + 7.5$
-1	$\geq BM_m + 2.5$ and $< BM_m + 5.0$
0	$> BM_m - 2.5$ and $< BM_m + 2.5$
+1	$> BM_m - 5.0$ and $\leq BM_m - 2.5$
+2	$> BM_m - 7.5$ and $\leq BM_m - 5.0$
+3	$\leq BM_m - 7.5$

Where:

M = a calendar year from 2005 to 2009 inclusive.

OM_m = the total annual **customer minutes** averaged across calendar years m and $m-1$ for those **feeders** on the **distribution network** which have experienced:

- (a) more than 180 minutes per annum off supply for both of the years m and $m-1$;
or
- (b) 3 or more **interruptions** per annum for both of the years m and $m-1$,

divided by the number of statewide distribution **customers** as at 30 June in calendar year m .



$BM_{2005} = 77.1$ minutes.

BM_m for all years after 2005 is calculated as follows:

- (a) where $RP_{m-1} < 0$, BM_m is the minimum amount for OM_{m-1} that would have resulted in the calculation of performance points RP_{m-1} ;
- (b) where $RP_{m-1} > 0$, BM_m is the maximum amount for OM_{m-1} that would have resulted in the calculation of performance points RP_{m-1} ; and
- (c) where $RP_{m-1} = 0$, BM_m equals BM_{m-1}

3.2. Customer service measure

Pursuant to paragraph 3.1(k)(ii) of Schedule of the **Electricity Distribution Price Determination**, SP_m is derived in reference to the percentage of telephone calls responded to within 30 seconds during calendar year m (C_m) and is calculated in accordance with the following table:

SP_m	PERCENTAGE OF TELEPHONE CALLS RESPONDED TO WITHIN 30 SECONDS DURING CALENDAR YEAR m (C_m)
-3	$\leq (BC_m - 3\%)$
-2	$> (BC_m - 3\%)$ and $\leq (BC_m - 2\%)$
-1	$> (BC_m - 2\%)$ and $\leq (BC_m - 1\%)$
0	$> (BC_m - 1\%)$ and $< (BC_m + 1\%)$
+1	$\geq (BC_m + 1\%)$ and $< (BC_m + 2\%)$
+2	$\geq (BC_m + 2\%)$ and $< (BC_m + 3\%)$
+3	$\geq (BC_m + 3\%)$

Where,

m = a calendar year from 2005 to 2009 inclusive; and

C_m = the percentage of telephone calls responded to within 30 seconds during calendar year m

$BC_{2005} = 85\%$

BC_m in all years after 2005 is the baseline target for the percentage of telephone calls responded to within 30 seconds during calendar year m , calculated as follows:

- (a) where $SP_{m-1} < 0$, BC_m is the maximum percentage of telephone calls responded to within 30 seconds that would have resulted in the calculation of performance points RP_{m-1} ;
- (b) where $SP_{m-1} > 0$, BC_m is the minimum percentage of telephone calls responded to within 30 seconds that would have resulted in the calculation of performance points SP_{m-1} ; and
- (c) where $SP_{m-1} = 0$, BC_m equals BC_{m-1} .

SCHEDULE 3

ETSA Utilities DEMAND SCHEDULE

Purpose and Application

This demand schedule applies only to **ETSA Utilities** and sets out the process that **ETSA Utilities** should follow in determining the *agreed maximum demand* and the *agreed additional maximum demand* for **customers**.

1 GENERAL CONCEPTS

The following concepts, which appear in italics like *this* in this schedule, apply for the purposes of this demand schedule:

Actual additional maximum demand for a *connection point* or group of *connection points* is measured demand outside the *maximum demand period*.

Actual maximum demand for a *connection point* or a group of *connection points* is measured demand during the *maximum demand period*.

Agreed additional maximum demand for a *connection point* or a group of *connection points* is determined in accordance with paragraph 2, as altered in accordance with paragraph 3.

Agreed maximum demand for a *connection point* or a group of *connection points* is determined in accordance with paragraph 2, as altered in accordance with paragraph 3.

Connection points : a reference to a group of *connection points* is to a group of immediately adjacent *connection points* approved by **ETSA Utilities** for the purposes of this demand schedule.

Demand is:

- (a) the average demand (W) over a thirty minute metering period, determined by dividing the energy consumption (Wh) by the time period in hours; or
- (b) where the meter for a *connection point* does not measure energy consumption in thirty minute periods, the highest demand recorded by the meter; or

- (c) where kVA is the measure of demand used, determined by applying the following formula for a thirty minute trading interval:

$$kVA = \sqrt{ (kW^2 + kVAR^2) }$$

- (i) where kW is the kilowatts recorded for that thirty minute trading interval;
and
- (ii) kVAR is the kilovolt amps reactive recorded for that thirty minute trading interval.

Maximum demand period is the period between 1200 and 2000 Central Summer Time on *business days* during the months of December, January, February and March.

Measured demand is:

- (a) in respect of a single *connection point*, the demand determined for that *connection point*; and
- (b) in respect of a number of *connection points*, the sum of the demand determined for each *connection point*.

2 INITIAL SELECTION OF AGREED DEMANDS

2.1 Existing Agreement

- (a) The *agreed maximum demand* that applies to a **customer** is the *agreed maximum demand* that applied to that **customer** when they were initially **supplied** based on a *demand* tariff unless otherwise agreed in accordance with paragraph 3.
- (b) The *agreed additional maximum demand* that applies to a **customer** is the *agreed additional maximum demand* that applied to that **customer** when they were initially supplied based on a *demand* tariff unless otherwise agreed in accordance with paragraph 3. An *agreed additional maximum demand* only applies if the *measured demand* outside of the *maximum demand period* exceeds the *agreed maximum demand*.

2.2 No Previous Demand

- (a) Where a **customer** has:
- (i) not been previously supplied; or
- (ii) previously been supplied under an energy only tariff,

ETSA Utilities and the **customer** must negotiate in good faith to agree on initial levels of *agreed maximum demand* deemed and *agreed additional maximum demand* in respect of each *connection point* prior to the **customer** being supplied under the relevant *distribution tariff*.

The negotiation should consider:

- (i) the minimum chargeable demand specified for the category of *distribution tariff*;
- (ii) any operating history or history of *measured demand*;
- (iii) reasonable expectations of the maximum *measured demand* for the *connection point* during the next *maximum demand period*; and
- (iv) reasonable expectations of the maximum *measured demand* for the *connection point* during the next 12 month period.

3 Changes to Agreed Demands

3.1 Increases in Agreed Demands

A **customer** may request an increase in *agreed maximum demand* or *agreed additional maximum demand* in respect of a *connection point* by written notice to **ETSA Utilities**. If:

- (a) no **augmentation** or other work is required to provide the increase, **ETSA Utilities** must agree to the increase, which will apply with effect from the start of the next billing period after the request is made; or
- (b) **augmentation** or other work is required to provide the increase, and **ETSA Utilities** agrees to perform (or for the performance of) the **augmentation** or other work in accordance with Chapter 3 of this industry code, **ETSA Utilities** must agree to provide the increase, which will apply from the start of the next billing period after completion of the **augmentation** or other work.

3.2 Reduction in Agreed Demands

- (a) A **customer** may request a reduction in *agreed maximum demand* or *additional agreed maximum demand* in respect of a *connection point* by giving **ETSA Utilities** one month's written notice. **ETSA Utilities** must agree to the reduction if:

- (i) in the case of *agreed maximum demand*:
 - (A) the requested *agreed maximum demand* is greater than the minimum chargeable demand specified for the category of distribution tariffs (as defined in the ***Electricity Distribution Price Determination***);
 - (B) the *measured demand* for the *connection point* during the *maximum demand period* in the 12 month period prior to the request has been less than the requested *agreed maximum demand*; and
 - (C) the *measured demand* for the *connection point* during any *maximum demand period* between the request and the reduction taking effect under paragraph 3.2(b) does not exceed the requested *agreed maximum demand*; and
- (ii) in the case of additional agreed maximum demand:
 - (A) the *measured demand* for the *connection point* outside the *maximum demand period* during the 12 month period prior to the request has been less than the requested *agreed additional maximum demand*; and
 - (B) the measured demand for the connection point outside the *maximum demand period* between the request and the reduction taking effect under paragraph 3.2(b) does not exceed the requested *agreed additional maximum demand*.

A reduction in *agreed maximum demand* or *agreed additional maximum demand* under paragraph 3.2(a) will apply with effect from the start of the first billing period after the end of the notice period.

3.3 **Other Circumstances**

- (a) Nothing in this demand schedule should be interpreted as limiting the circumstances in which ***ETSA Utilities*** may agree to an increase or reduction in *agreed maximum demand* or *additional agreed maximum demand*.
- (b) Without limiting paragraph A3.3(a), ***ETSA Utilities*** may, in its absolute discretion, allow a reduction in *agreed maximum demand* or *additional maximum demand* where the criteria in paragraph 3.2(a) have not been satisfied but:
 - (i) load management equipment has been installed by the ***customer***; or

- (ii) other demand initiatives have been implemented by the **customer**.
- (c) Where **ETSA Utilities** agrees to a reduction in *agreed maximum demand* or *agreed additional maximum demand* where the criteria in paragraph 3.2(a) have not been satisfied, **ETSA Utilities** may agree to the reduction subject to certain conditions, which may include conditions relating to retrospective payment of the demand or additional demand component of the *distribution tariff* if *actual maximum demand* exceeds the new *agreed maximum demand* or *actual additional maximum demand* exceeds the new *agreed additional maximum demand*.
- (d) Demand based charges are to be calculated as follows:

- (i) Maximum Demand

The charge for the *demand* component of a *distribution tariff* in respect of a *connection point* or a group of *connection points* for a billing period must be based on the higher of:

- (A) the *agreed maximum demand* for the connection point or group of *connection points*; and
- (B) the highest *actual maximum demand* for the *connection point* or group of *connection points* in respect of the period from the start of the *regulatory year* up to and including the relevant billing period.

- (ii) Additional Maximum Demand

The charge for the additional demand component of a *distribution tariff* in respect of a *connection point* or a group of *connection points* for a billing period must be based on the difference between:

- (A) the higher of:
 - a. *agreed additional maximum demand* for the *connection point* or group of *connection points*; and
 - b. the highest *actual additional maximum demand* for the *connection point* or group of *connection points* in respect of the period from the start of the *regulatory year* up to and including the relevant billing period; and

(B) the higher of:

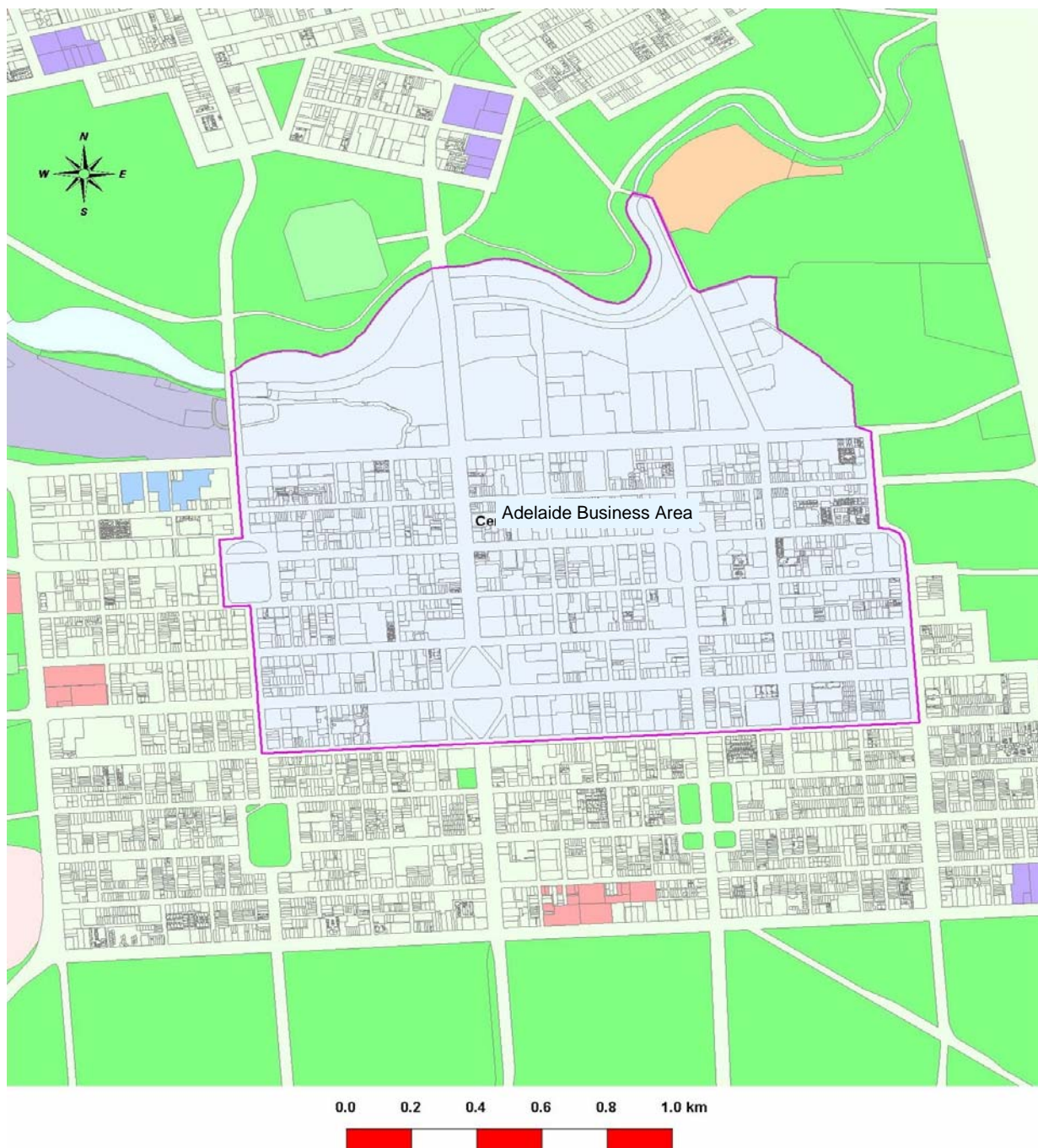
- a. *agreed maximum demand* for the *connection point* or group of *connection points*; and
- b. the highest *actual maximum demand* for the *connection point* or group of *connection points* in respect of the period from the start of the *regulatory year* up to and including the relevant billing period,

provided that, if the result of deducting paragraph A2.2(a) is less than or equal to zero, no charge will be payable for the additional *demand* component of the *distribution tariff*.

SCHEDULE 4

Service Standards Region Maps

Map 1



Map 2



Map 3



PART B

CONNECTION AND SUPPLY CONTRACT

CONNECTION AND SUPPLY CONTRACT

(Standard Form)

Please note: This contract sets out the terms on which we connect your supply address to our electricity distribution network, maintain that connection and supply your supply address with electricity. This contract does not deal with the sale of electricity to you at your supply address. The sale of electricity to you at your supply address is dealt with in a separate contract between you and your retailer.

These standard terms and conditions are published in accordance with section 36 of the South Australian Electricity Act 1996 (the "Act"). These standard terms and conditions will come into force on [insert date] and, when in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

1. THE PARTIES

This contract is between:

Distribution Co (ABN [*]) of [address](referred to in this contract as **we, our, or us**);
and

You, the customer as defined in the Act and to whom this contract applies (referred to in this contract as **you or your**).

2. DEFINITIONS

Words appearing in bold type like **this** have the following meaning:

- billing cycle:*** means the period covered by each bill.
- business day:*** means a day on which banks are open for general banking business in Adelaide, other than a Saturday or a Sunday.
- connection and supply services:*** means:
- (a) either or both of the following:
 - (i) connecting your **supply address** to our distribution network; or
 - (ii) increasing the maximum capacity of any existing connection between your **supply address** and our distribution network; and
 - (b) maintaining our network to ensure that electricity will flow through our network to your **supply address**.



Commission:	means the Essential Services Commission of South Australia, established by the <i>Essential Services Commission Act 2002</i> .
customer sale contract:	means the contract you have with your retailer for the sale of electricity to you at your supply address .
Distribution Code:	means the industry code issued by the Commission , relating to the connection to, and supply of electricity from, our distribution network.
price list:	means our list of current tariffs and charges applying to you from time to time.
supply address:	means the address at which we supply you with electricity.
supply point:	means each point at which your electrical installation is connected to our distribution network.
retailer:	means the person who is contracted to sell you electricity at your supply address .

3. DOES THIS CONTRACT APPLY TO YOU?

This document applies to you if your **supply address** is connected or becomes connected to our distribution network and, in either case, you have not agreed to different terms and conditions with us.

4. TERM OF THIS CONTRACT

4.1 *When does this contract start?*

If your **supply address** is already connected to our distribution network, this contract will start on the day this document comes into force, as stated above. This contract will take over our previous arrangement with you for **connection and supply services**.

If you apply for connection or commence using electricity at a new **supply address** after the day this document is published in the South Australian Government Gazette, this contract will start on the day your new **supply address** is connected to our distribution network, or, if your **supply address**

is already connected, on the day on which you start using electricity at that new **supply address**.

4.2 When does this contract end?

This contract will come to an end on the day:

- (a) we disconnect your **supply address** under clause 13;
- (b) your **retailer** issues you with a final account and you have paid that amount, and you do not continue to buy electricity from another **retailer** for that **supply address**.

5. SCOPE OF THIS CONTRACT

5.1 What is not covered by this contract

This contract does not apply to the sale of electricity to you. This is covered in the **customer sale contract** between you and your **retailer**.

5.2 Services covered by this contract

The services we will provide under this contract are:

- (a) connection and supply services;
- (b) maintaining your connection to our distribution network;
- (c) other services set out in our price list.

In return you are required to pay the amounts due to us, which are billed by your **retailer**. You are also required to perform your other obligations under this contract.

5.3 Service Standards

We will meet the following service standards:

(a) Be on time for appointments

We will do our best to be on time for any appointment with you. Unless due to circumstances beyond our reasonable control, if we are more than 15 minutes late we will pay you \$20 (including GST) and phone you to apologise.

(b) Connection of a new supply address

If we do not connect your new **supply address** within 6 **business days** after you meet the necessary pre-conditions, we will pay you \$50 (including GST) for each day we are late, up to a maximum of \$250 (including GST).



(c) Repair street lights

We aim to repair street lights which have gone out and for which we are responsible within 5 **business days** in the Adelaide metropolitan and CBD area, Whyalla, Mount Gambier, Mount Barker, Gawler, Stirling, Murray Bridge, Port Augusta, Willunga, Port Pirie and Port Lincoln, and 10 **business days** elsewhere, from the date on which the fault comes to our attention.

If you are the first person to report the faulty street light, we will pay you \$20 (including GST) for each period (5 or 10 **business days** as outlined above) in which the light is not repaired.

Our liability to pay you \$20 (including GST) for each period (5 or 10 **business days** as outlined above) in which a faulty street light is not repaired relates only to the first 40 faulty street light reports you make on any day.

(d) Minimise frequency and duration of supply interruptions

We will do our best to minimise the frequency and duration of supply interruptions to your **supply address**. We will make payments to you in accordance with the following tables if the frequency of interruptions or the duration of any single interruption exceed the thresholds set out in the same tables,

Thresholds and payment amounts – frequency of interruptions

	THRESHOLD 1	THRESHOLD 2	THRESHOLD 3
NO. OF INTERRUPTIONS IN A REGULATORY YEAR ENDING 30 JUNE	>9 and ≤12	>12 and ≤15	>15
PAYMENT	\$80	\$120	\$160

Thresholds and payment amounts –duration

	THRESHOLD 1	THRESHOLD 2	THRESHOLD 3	THRESHOLD 4
DURATION (HRS)	>12 and ≤15	>15 and ≤18	>18 and ≤24	>24
PAYMENT	\$80	\$120	\$160	\$320

Payments in relation to the frequency of interruptions will be made in the quarter directly following the regulatory year (ending 30 June). Payments in relation to the duration of interruptions will be made within 3 months of the event occurring. Payments will be made in respect of the **supply address**, not the customer.

The above scheme excludes:

- interruptions caused by the following:

- transmission and generation failures;
- disconnection required in an emergency situation (eg. Bushfire);
- single customer faults caused by that customer;
- interruptions of a duration less than 1 minute; and
- planned interruptions (but only where we have complied with the requirements set out in clauses 1.2.3.2 and 1.2.3.3 of the ***Distribution Code***).

5.4 Quality and reliability of electricity supplied to your supply address

You should be aware that the quality and reliability of electricity supplied at your **supply address** may be affected by fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of your **supply address**;
- (b) whether your **supply address** is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of our network;
- (h) normal and operational switching by us, transmission companies and generator companies, or actions taken by the system controller; and
- (i) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions in the electricity supply may cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions occur.

6. OUR LIABILITY

6.1 How this clause operates with the Trade Practices Act etc

The *Trade Practices Act 1974* and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.



Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract.

Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your **supply address**; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your **supply address**, or acquiring equivalent goods or services.

We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith.

6.2 Our liability

(A) Less than 30MWh per annum

If you purchase less than 30 MWh of electricity per annum at your **supply address** then, subject to clause 6.1, we are liable to you for any losses you suffer, including physical loss, consequential loss and loss of profits, due to:

- (i) problems in the quality of supply of electricity to your **supply address** (such as power surges and drops); and
- (ii) interruptions to or failures of the supply of electricity to your **supply address**,

and caused by our negligence or bad faith.

Our liability to you is limited to \$500,000 for all claims you make in relation to an event.

(B) 30MWh per annum or more

If you purchase at least 30 MWh of electricity per annum at your **supply address**, then, subject to clause 6.1, we are liable to you only for any physical losses and damage you suffer and for personal injury (but no other loss), due to:

- (i) problems in the quality of supply of electricity to your **supply address** (such as power surges and drops); and
- (ii) interruptions to or failures of the supply of electricity to your **supply address**,

and caused by our negligence or bad faith.

Our liability to you is limited to \$1,000,000 for all claims you make in relation to an event.

6.3 ***Immunity***

This clause 6 does not exclude the immunity provided by section 78 of the *National Electricity Law*.

7. **WHAT YOU HAVE TO DO TO RECEIVE CONNECTION**

7.1 ***Application***

When you apply for ***connection and supply services*** at your ***supply address*** we may require you to satisfy some pre-conditions, which are set out in the ***Distribution Code***. We will explain any pre-conditions that may apply to you when you apply for connection.

7.2 ***Pre-conditions to connection***

Our obligation to give you ***connection and supply services*** for your ***supply address*** does not start until you satisfy us that your ***supply address*** and your connection to our distribution network comply with the requirements set out in the ***Distribution Code***.

8. **WILL YOU HAVE TO PUT IN EXTRA EQUIPMENT?**

8.1 ***Requirements for extra equipment***

We may require you to install equipment (such as meters, service lines, sealing devices, transformers or switch gear) to enable your ***supply address*** to be supplied with electricity safely and efficiently.

We may impose these requirements when you apply to be connected to our distribution network or at any other time, whilst you are connected. For example, the requirements might be designed to:

- (a) prevent or minimise adverse effects on the supply of electricity to other customers;
- (b) balance the load over the phases of your electricity supply;
- (c) help us locate and get to your metering equipment easily;
- (d) ensure that proper protective equipment is installed and used;
- (e) ensure that proper safety standards are observed.



We may also decide where and how overhead and underground cables are connected to your **supply address**, as well as how many **supply points** will be needed and where they will be situated.

In deciding whether to impose such requirements, we will take into account the requirements of the **Distribution Code**.

8.2 Distribution network - contribution towards cost

We may require you to contribute towards the cost of your electrical installation or extending or increasing the capacity of our distribution network, in circumstances and on terms set out in the **Distribution Code**.

8.3 Your right to choose who undertakes the work

If we require you to make a contribution under clause 8.2, we will offer to do the work or you may choose whether we or another suitable person undertakes such work, in the circumstances and on the terms set out in the **Distribution Code**.

9. PRICE FOR SERVICES PROVIDED

9.1 What are our tariffs and charges?

Our current tariffs and charges for the **connection and supply services** and other services are set out in the **price list** published from time to time. Some of the tariffs and charges are regulated by law.

9.2 Which tariff applies to you?

Our **price list** explains the conditions that need to be satisfied for each particular tariff.

If, at the time this contract is published in the Gazette, your **supply address** is already connected to our distribution network, the tariff and other charges currently applying to you for connection and other services at the **supply address** will continue to apply, until we inform you in accordance with clause 9.3.

If your **supply address** is not already connected to our distribution network, or you have changed your **supply address** at any time, the tariff and other charges applying to you will be as set out in our **price list**.

In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

We may determine the maximum demand, and vary that maximum demand, for your **supply address** in accordance with the **Distribution Code**.

9.3 Variations to the customer's tariffs and charges

We can vary the tariffs and charges in accordance with the Electricity Distribution Price Determination, and we will notify you of these changes. Where the Electricity Distribution Price Determination does not apply, we may vary our tariffs and charges by giving you at least 20 **business days'** prior notice.

If the conditions applying to your tariffs and charges change so that the previous tariffs and charges no longer apply to you, we can decide which tariffs and charges will apply.

9.4 Switching tariffs

You must tell us if your circumstances relating to your tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

9.5 Changes to the tariff rates and charges during a billing cycle

If a tariff or charge applying to you changes during a **billing cycle**, your bill for that **billing cycle** will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.

9.6 Changes to the tariff type during a billing cycle

If the type of tariff or charge applying to you changes during a **billing cycle**, your bill for that **billing cycle** will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the **billing cycle**.



9.7 **Pass through of taxes and other charges**

Some of our tariffs and charges are regulated by the **Commission**. In some cases we can pass through to you certain taxes and other charges in accordance with the **Commission's** requirements. We can do this by either changing the tariffs and charges, or including the amount as a separate item in your bill.

9.8 **GST**

Certain amounts in this contract are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in the **price list** from time to time; and
- (b) the amounts specified in clause 5.3.

Apart from these amounts there may be other amounts paid by you or by us under this contract that are payments for “taxable supplies” as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

If we are liable to make a payment to you under clause 6, the amount that we pay, including GST, will not exceed the liability caps stated in that clause.

Any adjustments for GST under this clause will be made in accordance with the requirements of the *Trade Practices Act 1974*.

10 **BILLING**

10.1 **Bills issued by the retailer**

We will arrange with your **retailer** for one bill to be sent to you, covering what you owe under this contract and under your **customer sale contract** with your **retailer**. Your **customer sale contract** sets out how often these accounts are sent.

10.2 **Paying your bill**

The amount you must pay, the due date and the method of payment for the services we provide under this contract will be set out in the bill sent to you by your **retailer**.

When you have paid your **retailer** the amounts due under this contract, you are deemed to have discharged your obligations to us to pay that amount.

10.3 Late payments

If you do not pay your account on time, you may be required to pay our reasonable costs of recovering that amount from you. You may also be required to pay interest on the outstanding amounts.

10.4 Calculating the bill

The amounts you owe under this contract at the end of each **billing cycle** will be calculated based on:

- (a) information from reading your meter; or
- (b) as set out in our **price list**.

10.5 Estimating the electricity usage

If your meter is unable to be for any reason (for example, access to the meter cannot be gained, or the meter breaks down or is faulty), we can estimate how much electricity was supplied to your **supply address** by using other information (such as your previous bills or your electricity usage history).

If your meter is subsequently able to read, the bill will be adjusted for the difference between our estimate and the actual amount of electricity used, based on the reading of the meter.

If your meter was unable to read due to your actions, we may impose the charge in the **price list** for arranging for your meter to be read at a subsequent time.

11. OVERCHARGING AND UNDERCHARGING

11.1 Undercharging

We or your **retailer** on our behalf may recover from you any amount you have been undercharged.

If you are a customer that is covered by the Energy Retail Code, and you have been undercharged as a result of our error or the **retailer's** error, we can only recover the amount undercharged in the 12 months prior to the meter reading date on the last bill sent to you. We must offer you the



opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

11.2 Overcharging

Where you have been overcharged, the **retailer** on our behalf, will inform you and follow the required procedures for repaying the money. Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill. Where the amount overcharged is more than \$100, and you have already paid that amount, we must repay the amount to you or to another person, as directed by you.

12. SECURITY DEPOSITS

12.1 Retailer may hold deposits

Normally, your **retailer** will hold one security deposit, which covers your obligations under this contract as well as your **customer sale contract**.

13. DISCONNECTION OF SUPPLY

13.1 When can we disconnect your supply address?

Subject to the requirements in the **Distribution Code**, we can arrange for the disconnection of your **supply address** if:

- (a) we receive a certificate from your **retailer** saying that all of the disconnection procedures in the Energy Retail Code (where it applies) and your **customer sale contract** have been complied with;
- (b) you use electricity illegally or breach clause 16.2;
- (c) in the circumstances set out in clause 15; or
- (d) we are entitled or required to do so under the **Distribution Code** or by law (such as in the case of an emergency or for health and safety reasons).

13.2 At your request

You may request us to disconnect your **supply address**, provided you have given us at least 3 **business days**' prior notice. This request must be made in writing, in person at one of our offices or by telephone.

13.3 Comply with the Distribution Code

Except where we are disconnecting your **supply address** at your **retailer's** request, we must comply with the provisions of the **Distribution Code** (such

as giving you the required notices and warnings) before arranging for the disconnection of your **supply address**.

If the **Distribution Code** does not require special procedures to be followed before we disconnect your **supply address**, we may do so after giving you notice in writing.

14. RECONNECTION AFTER DISCONNECTION

If you request us to arrange reconnection and you pay all of our and your **retailer's** connection charges in advance, we will reconnect your **supply address**. We may refuse to, if we are allowed to do so under the **Distribution Code** (such as where the circumstance leading to the disconnection have not been fixed).

15. INTERRUPTIONS TO SUPPLY

15.1 *Interruption*

We may interrupt or limit the electricity supply to your **supply address** at any time for any of the following purposes:

- (a) inspecting, testing, repairing, adjusting or removing our equipment;
- (b) inspecting, testing, repairing or adjusting your equipment;
- (c) inspecting, testing, repairing or adjusting our electricity distribution network;
- (d) maintaining the safe and efficient operation of our electricity distribution network;
- (e) complying with the directions of the system controller; or
- (f) to deal with an emergency.

15.2 *Notice of interruption*

We must give you reasonable notice before interrupting or limiting the electricity supply to your **supply address** unless:

- (a) the interruption is for less than 15 minutes;
- (b) it is an emergency; or
- (c) the occupier of the **supply address** has agreed.



16. YOUR RESPONSIBILITIES

16.1 *What you are responsible for*

You are responsible for:

- (a) maintaining the electrical installation at your **supply address** in a safe condition;
- (b) ensuring that any changes to the electrical installation at your **supply address** are performed by an electrician lawfully permitted to do the work and that you keep a Certificate of Compliance issued in respect of any of the changes;
- (c) ensuring that the electrical installation at your **supply address** complies at all times with the requirements in the Schedule;
- (d) the protection of our equipment located at your **supply address**;
- (e) ensuring that any structures and vehicles are kept clear of our equipment;
- (f) ensuring a Notice of Alteration form is forwarded to us by you or your electrician when you change your electricity supply requirements by installing additional electrical appliances or equipment of capacity 2.5kW or greater;
- (g) seeking our approval prior to installing any additional appliances or equipment of capacity 5kW or greater, so that we can assess the ability of our network and your connection to the network to meet your additional requirements and advise you if any additional work is required and the associated costs (if any);
- (h) providing sufficient information to us, on request, so that we can calculate the electricity used by any unmetered loads that you have;
- (i) where information on your unmetered load has been provided to us, advising us whenever there is a change to this unmetered load; and
- (j) ensuring safe and convenient access for our electricity officers to your supply address for the purposes expressed in clause 17.1 of this Contract, and responding promptly to any request made by us regarding such access.

16.2 *What you must not do*

You must not:

- (a) allow electricity supplied by us to be used other than at the **supply address** and in accordance with this contract;

- (b) use at the **supply address** electricity supplied for use at another **supply address**;
- (c) sell electricity to any other person except in accordance with a licence issued by the **Commission** or with an exemption granted under the *Electricity Act 1996*;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow electricity supplied to the **supply address** to bypass the meter;
- (f) damage or interfere in any way with our equipment;
- (g) make a connection to our distribution network or increase the capacity of an existing **supply point**;
- (h) allow a person who is not an electrician lawfully permitted to do the work to perform any work on the electrical installation;
- (i) use, or cause to be used, electricity in a manner that:
 - (i) interferes with our distribution network
 - (ii) interferes with the supply or quality of supply, to other customers; or
 - (iii) causes damage or interference to any third party;
- (j) give us false information about which tariff and charges should apply to you;
- (k) use electricity supplied under a specific tariff for a purpose other than as contemplated by that tariff;
- (l) install appliances or equipment of capacity 5kW or greater without receiving our approval, to allow us to determine if additional works are required and the associated costs (if any); or
- (m) otherwise use electricity or tamper with your electrical installation in a way contemplated as improper or illegal under the **Distribution Code**.

16.3 Illegal use

If you have breached clause 16.2 of this contact, we may, in accordance with the **Distribution Code**:

- (a) estimate the amount of electricity so obtained and bill you for that amount; and
- (b) recover that amount from you, as well as costs and interest; and
- (c) disconnect your supply address immediately.



17. ACCESS TO YOUR SUPPLY ADDRESS

17.1 Access to electricity meters and equipment

We may enter and remain in your **supply address** to:

- (a) inspect electrical installations to ensure that it is safe to connect or reconnect electricity supply;
- (b) take action to prevent or minimise an electrical hazard;
- (c) investigate a suspected theft of electricity;
- (d) read or check the accuracy of the electricity meter;
- (e) examine electrical installations to determine load classifications;
- (f) install, repair, replace or remove electricity meters, control apparatus and other electrical installations; or
- (g) disconnect electricity supply for safety or non-payment reasons.

17.2 Who may enter and remain in your supply address

Only our electricity officers who are appointed in accordance with Part 4 of the *Electricity Act 1996* may enter into or remain on your **supply address** for the purposes set out in clause 17.1.

17.3 Authorities to be shown

You do not have to give access under clause 17.1 to someone who does not, when you ask:

- (a) identify himself or herself as one of our employees or agents; and
- (b) identify himself or herself as our electricity officer appointed in accordance with Part 4 of the *Electricity Act 1996*; and
- (c) produce a proper identity card issued by us.

17.4 Notice of access

We must give you reasonable notice before coming onto your **supply address** unless:

- (a) it is an emergency; or
- (b) an occupier of the **supply address** has agreed.

17.5 Hazards

Where your **supply address** contains a hazard, you must provide our authorised officers with safe access to your **supply address** including any necessary protective clothing.

18. VACATING A SUPPLY ADDRESS

You must give us or your *retailer* at least 3 *business days*' notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill. When we receive the notice, we must arrange for your meter to be read on the date specified in your notice (or as soon as possible after that date if you do not give access to your meter on that date) and for a final bill to be sent to you at the forwarding address stated in your notice. If you do not give us the required notice, or if you do not give us access to your meter, you will be responsible for all electricity used at the *supply address* until we become aware that you have vacated your *supply address* and we arrange for your meter to be read.

19. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information you provide must be correct. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

20. WE CAN AMEND THIS CONTRACT

We can amend our contract with you at any time in accordance with section 36 of the *Electricity Act*, provided the amendments satisfy the requirements of the *Distribution Code* and our licence. Any amendment will take effect from the date referred to in the Gazette.

21. NOTICES

Unless this document or the *Distribution Code* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices at your *supply address* or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second business day after it was sent.

In some cases, your *retailer* will send notices to you on our behalf.

22. PRIVACY AND CONFIDENTIALITY

22.1 Privacy of information

Subject to clause 22.2 of this contract we must keep information about you confidential.

22.2 Disclosure

We may, however, disclose information about you:



- (a) if required or permitted by law to do so;
- (b) if we are permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your **retailer** to the extent that information is for the purposes of arranging and coordinating connection, disconnection, reconnection and billing.

23. QUERIES AND COMPLAINTS

If you have a query or a complaint relating to the connection or supply of electricity to your **supply address**, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

[insert contact details]

24. FORCE MAJEURE

- (a) If but for this clause, either party would breach this connection and supply contract due to the occurrence of a force majeure event:
 - (i) The obligations of the party under this contract, other than an obligation to pay money, are suspended to the extent to which they are affected by the force majeure event for so long as the force majeure event continues; and
 - (ii) The affected party must use its **best endeavours** to 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 effects on those obligations and the steps taken to remove, overcome or minimise those effects.
- (b) For the purposes of this clause, if the effects of a force majeure event are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.
- (c) Either party relying on this clause by claiming a force majeure event must use its **best endeavours** to remove, overcome or minimize the effects of that force majeure event as quickly as practicable.
- (d) Nothing in this clause will require a distributor or a customer to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by that distributor or a customer.

- (e) Nothing in this clause varies or excludes the operation of section 78 of the National Electricity Law.

25. APPLICABLE LAW

- (a) We, as your distributor, and you, as our customer, agree to comply with any applicable requirements of any codes or guidelines issued by the **Commission** from time to time.
- (b) The laws of South Australia govern this contract.

Schedule

Easement

If you have a maximum demand over 100kVA you must, if we are unable to continue to satisfy that maximum demand without installing a new distribution substation, provide an easement to us over your land for which a new distribution substation can be installed by us to satisfy that maximum demand.

Power Factor

Unless we otherwise agree, you must, at times of your monthly maximum demand, keep the power factor of your electrical installation within the relevant range set out in the table below and take all reasonable steps to maintain its power factor within the specified range at all other times.

SUPPLY VOLTAGE IN kV	POWER FACTOR RANGE FOR CUSTOMER MAXIMUM DEMAND AND VOLTAGE					
	Up to 100 kVA		Over 100 kVA – 2 MVA		Over 2MVA	
	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading
<6.6	0.80	0.80	0.85	0.80	0.90	0.85
6.6 - < 66	0.80	0.80	0.85	0.85	0.90	0.90
66 and above	As specified under Section S5.3.5 of the National Electricity Code					

Load Balance

Unless we agree otherwise, where you are receiving supply at high voltage, the current drawn on each phase must be balanced to within the limits stated in the table below.

Interference

You must ensure that any electromagnetic interference caused by your electrical installation or by any appliance connected to that electrical installation, is less than the limits set out in AS/NZS 2344. Should the limits be exceeded you must reduce the level below the limits set out in AS/NZS 2344 within 90 days.

Disturbing Loads

You must ensure that voltage disturbances caused by your electrical installation, or any of your appliances, do not result in voltage disturbances to other customers connected to the same point of supply with magnitudes and frequency of the resulting voltage disturbances greater than the limits in AS 6100.



Harmonic Limits

You must ensure that the permissible harmonic limits associated with your electrical installation do not exceed the values as stated in the table below.

VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGE LEVELS LESS THAN 66kV	
Category	Limit (%)
Individual Odd Harmonics	1.33%
Individual Even Harmonics	0.67%
Total Harmonic Distortion	1.67%
ODD HARMONIC VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGE LEVELS GREATER THAN OR EQUAL TO 66kV	
Harmonic Order (n)	Voltage Limit (%)
3	1.0
5	0.9
7	0.9
9	0.8
11	0.8
13	0.7
15	0.6
17	0.5
19	0.5
21	0.4
23	0.4
25	0.3
27-49	0.2
Total (odd + even)	1.5
EVEN HARMONIC VOLTAGE DISTORTION LIMITS (%) FOR VOLTAGES GREATER THAN OR EQUAL TO 66kV	
Harmonic Order	Voltage Limit (%)
2	0.5
4	0.5
6	0.4
8	0.4
10	0.4
12	0.4
14	0.3
16	0.3
18	0.3
20-50	0.2
Total (odd + even)	1.5
VOLTAGE UNBALANCE FACTOR (%) FOR THREE PHASE SUPPLIES	
Time Period	Voltage Unbalance Factor (%)
Continuous	1.0
5 minutes	1.5
Instantaneous	3.0

AMENDMENT RECORD

EDC/04

Made by the Essential Services Commission on 21 July 2004.

SA Government Gazette, 29 July 2004.

Date of operation: 1 August 2004.

EDC/05

Made by the Essential Services Commission on XX.

SA Government Gazette, XX.

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EDC/06

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EDC/07

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