



evoenergy

Customer charter for **gas networks**

June 2020

Who does this Customer Charter cover?

This Evoenergy Customer Charter outlines your rights and obligations as a customer who is connected to the gas network. Evoenergy is the natural gas distributor that owns gas infrastructure in the Australian Capital Territory (ACT) and parts of New South Wales (NSW). Evoenergy supplies gas to both residential and commercial customers within the ACT and parts of NSW.

Evoenergy does not provide gas bills to customers, so you will need to talk to your retailer if you have a billing enquiry.

This Charter aims to be a guide for customers to our services and responsibilities. You will find important information on:

- The roles of the gas distributor and the gas retailer
- Your rights and obligations as a gas distributor's customer
- When you should contact us and how to make an enquiry or complaint
- The arrangements for connection of your gas supply
- The arrangements for the temporary disconnection and reconnection of your gas supply
- The arrangements for abolishment (decommissioning) of your gas supply
- The arrangements for planned and unplanned interruption of the gas supply to your area, and
- The service standards and rebates applicable to your gas supply

This Charter also refers to relevant energy laws which may affect your rights and obligations as a gas distributor's customer, including:

- *National Energy Retail Law (ACT) Act 2012 (ACT)*
- *National Energy Retail Law (Adoption) Act 2012 (NSW)*
- *National Energy Retail Rules*
- *National Gas (South Australia) Act 2008*
- *National Gas Rules*
- *Utilities Act 2000 (ACT)*
- *Gas Supply Act 1996 (NSW)*
- *ACT Consumer Protection Code, and*
- *The Privacy Act 1988*

This Evoenergy Customer Charter is produced for information purposes only and is not a legally binding document.

What is the difference between your gas distributor and your gas retailer?

Your distributor:

- Organises and provides gas connection to premises
- Conducts all maintenance, upgrade, and extension work on the distribution network up to and including the meter
- Performs new connections, connection alterations, and other connection services relating to customer premises
- Is responsible for maintaining quality and reliability of supply

- Reads gas meters and provides gas consumption information to retailers
- Responds to gas emergencies, enquiries and complaints relating to the gas network management and related services

We work closely with you and your retailer to perform new connections, connection alterations and other connection services. Evoenergy has engaged Jemena Asset Management to manage its assets and provide services to its customers.

Your retailer:

- Can arrange new connections and connection alterations to customer premises
- Can organise with your distributor to disconnect and reconnect customer premises
- Investigates billing issues, and
- Will prepare and dispatch bills based on the amount of gas you use, in addition to a network charge which represents the cost of supplying gas to your premises

As a customer, you can choose your gas retailer. A list of gas retailers is available on the Australian Energy Regulator's website at aer.gov.au

What are your rights as an Evoenergy customer?

As your gas distributor we must provide:

- Safe and reliable gas supply in accordance with relevant gas laws
- Installation and maintenance

of the gas distribution network infrastructure up to the outlet of the meter on your premises in accordance with relevant gas laws

- Notice of planned interruptions of the gas supply to your area
- Notice of the need for us to enter your premises in the event of planned maintenance of our gas assets
- Official photo identification on request if we access your premises
- You or your retailer, and subject to a fee in certain circumstances, information about your gas consumption or our charges
- You or your contractor with reasonable information on our requirements in relation to the network connection for a proposed new installation, or alteration to your existing connection
- Advice on what is required to protect our equipment
- You with access to a relevant interpreter service if a referral is necessary or appropriate to meet your reasonable needs as an Evoenergy customer
- You with access to a copy of our Complaints and Dispute Resolution Procedure, and
- Our commitment that information provided by you will be treated as confidential and in accordance with the *Privacy Act 1998 (Cth)*

What are your obligations as an Evoenergy customer?

To assist us in maintaining safe gas distribution network infrastructure, there are several customer responsibilities you need to be aware of when using our network.

It is your responsibility to:

- Comply with any contract between you and us
- Ensure that contractors or other persons undertaking connection works for you comply with relevant legislation, regulations and Evoenergy requirements
- Ensure that we have an up-to-date address to issue notices to you about gas supply and services
- Advise us of problems with your gas supply when you become aware of them
- Ensure your gas installation and any gas equipment within your premises is maintained in a safe condition and complies with relevant legislation and regulations
- Provide reasonable protection against interference with our gas assets (e.g. meter, piping and associated equipment) located at your premises
- Ensure that your actions or equipment do not compromise the integrity of our gas assets if they are located on or adjacent to your premises
- Allow safe and unhindered access to your premises for us to read the meter or inspect and maintain our gas assets (e.g. meter, piping

and associated gas equipment) and if needed, to disconnect and reconnect your gas supply

What must a customer not do?

You must not:

- Interfere with our gas assets installed on your premises or let unqualified personnel work on your gas installation
- Allow gas to bypass the meter
- Use gas supplied to another address or supply gas to another person, and
- Allow gas supplied under a specific purpose tariff to be used for another purpose

Contacting us

When should customers contact Evoenergy?

You should contact our faults and emergencies line on 13 19 09 to report a fault or emergency such as:

- Gas pipe damage – primarily damaged during excavation
- Gas leaks – you may smell a strong rotten egg odorant
- Damage to the gas network infrastructure – exposed and damaged equipment or infrastructure

You should contact us directly via our general enquiries line on 13 23 86:

- For all enquiries, compliments and rebates relating to the gas network
- To notify us about a change of address notice you received from your council

- If you are a real estate developer and wish to arrange new gas connections
- For real estate work
- If there is a major change to the amount of gas used at your premises
- If there are changes affecting access to our meter or any other of our gas assets
- For assistance with a meter relocation
- If planning a new development or an extension or renovation to an existing premises that could interfere with our gas assets, and
- If planning to change the piping or associated equipment at your premises in a way that may compromise the safety of the gas distribution network or affect the quality of supply of gas to other customers

If you are planning to undertake building or renovation work which might interfere with our underground assets, please phone Dial Before You Dig on 1100. For more information visit the safety advice section of our website at evoenergy.com.au

Life support equipment

If you have a device that is for life support and is powered by gas please contact your retailer or Evoenergy to register your details as a customer who requires life support equipment.

If you are registered for a gas-powered life-support device, then

we have obligations to ensure that you're not disconnected unexpectedly and have adequate notice of planned outages.

Customer enquiries and complaints

At Evoenergy we value our customers and appreciate your feedback. We want to hear from you if you have received exceptional service or if you have comments or suggestions as to how we can improve our service and products.

If you have an enquiry or complaint, please call our general enquiries number on 13 23 86 so that we can resolve the issue as quickly as possible. Where possible, we will endeavour to formally resolve your enquiry or complaint immediately. Otherwise, we will advise you of the outcome of your complaint within 20 business days.

For all enquiries and complaints relating to your gas bill or your gas account, please contact your gas retailer as they manage these directly. Your retailer's contact details can be found on your gas bill.

If you are not satisfied with the response received from your initial enquiry you may request your complaint is reviewed at a higher level in Evoenergy. If you are still dissatisfied with the result, you have the right to refer the complaint to the ACT Civil and Administrative Tribunal (ACAT) on (02) 6207 1740.

Connection of your gas supply

Please contact your retailer if requiring a new natural gas connection to your premises, or adding another appliance or alteration to your connection. You may apply to us directly if you are a real estate developer requiring a new connection.

Applying for a new gas connection

You may apply for a new gas connections in the following ways:

- Through a gas retailer for a new gas connection and your retailer will submit an application to us on your behalf (a list of retailers is available on the Australian Energy Regulator's website at aer.gov.au)
- You may also apply directly with us at evoenergy.com.au

Within 10 business days of receiving the application, we will advise you or your retailer whether you require a basic or negotiated connection.

If your application is determined to require a negotiated connection, the negotiated connection process will apply.

If your application is determined to fall into the basic connection category, we will provide your retailer (or you) with a connection offer within the same timeframe above (please note that for expedited connections, no offer will be issued as the model standing offer for basic connection will be considered automatically accepted).

After the connection offer has been made, your retailer (or you) have 45

business days to accept it.

After the offer has been accepted we will commence work on your connection within 10 business days and complete the work on your connection within 90 business days, unless other timeframes have been negotiated.

Basic Connection Service

A basic connection service is a connection where there are no extensions or modifications required to the gas main adjacent to your premises so they can be connected to our gas network. A basic connection has the following characteristics:

- the gas supply is for residential purposes only
- the meter will be located external to the building and no further than two metres beyond the front of the building
- natural gas supply is required for no more than a cook-top, room heating and a hot water system, to a total capacity of no more than 320MJ of natural gas
- the distance between the point of entry for the gas connection service to the premises and the meter location at the premises will be no more than 25 metres
- the line from the premises' boundary to the meter location is free of obstructions such as cliffs, walls, or steps greater than 3 metres, and
- the premises are not located on a high traffic road requiring traffic control

Negotiated Connection Service

If your proposed connection cannot be classified as a basic connection, then your retailer (or you) may negotiate a connection with us. In addition, if you are eligible for a basic connection but have unique connection requirements, your retailer (or you) may negotiate a connection with us.

In general, negotiated connections are more complex than basic connections and require additional effort from us to produce the connection design and implement the connection. Evoenergy may charge your retailer (or you) a negotiation fee if your retailer (or you) negotiates a connection with us.

Negotiated connections have a longer timeframe, owing to the complexity of the design and implementation work, as well as the exchange of information required between both parties.

In order to negotiate a connection, both parties have an obligation to negotiate in good faith. This requires the exchange of commercial information from both parties and may require each party to sign confidentiality agreements as some of the information exchanged may be commercially sensitive.

Evoenergy must provide the following commercial information:

- A description of the nature of the negotiated connection service, including what Evoenergy would provide to the connection applicant as part of that service

- The terms and conditions on which Evoenergy would provide the negotiated connection service to the connection applicant
- An estimate of the connection charges for providing the negotiated connection service to the connection applicant
- A statement of the basis on which connection charges are calculated
- A statement of the assumptions made by Evoenergy in applying the connection charges criteria
- If the connection applicant has elected to extend the negotiations to cover supply

In turn, your retailer is obligated to share the following with us on your behalf:

- Details of your corporate structure
- Financial details relevant to creditworthiness and commercial risk
- Ownership of assets
- Technical information relevant to the application for a negotiated connection service
- Financial information relevant to the application for a negotiated connection service, and
- Details of the new gas connection requested

For more information about a negotiated connection refer to our negotiation framework, which is available on our website at **evoenergy.com.au**

Expedited connections

If your new connection is classified as a basic connection service, you are eligible for expedited connection. If your connection is expedited, you will not physically receive an offer document, as the offer is considered automatically accepted.

Terms and conditions that apply to your connection service

The terms and conditions that apply to your connection service are set out in the connection offer we provide to your retailer (or you). For basic connection services, this offer will be the model standing offer for basic connection services available on our website. If you negotiate a connection with us, the specific terms and conditions negotiated will apply and you will receive an offer for negotiated connection services directly from us or through your retailer.

Once your premises has been connected to our gas distribution network, you are then able to take supply of gas, purchased through a retailer. While your relationship with your retailer governs pricing and other conditions, we still have responsibilities to you and, in turn, you have obligations to us. These obligations and responsibilities are governed by your Deemed Standard Connection Contract, which is available on our website.

This Contract terminates along with the successful disconnection of your gas supply. The detailed terms and conditions are set out explicitly in the contract.

Disconnection and reconnection of your gas supply

On some occasions, Evoenergy will need to disconnect and/or reconnect the existing gas supply to your premises.

Disconnection of your gas supply

Our number one priority is the safety of the community, our employees and our contractors. In the case of an unplanned interruption or an emergency, we will use our best endeavours to restore supply as quickly as possible. We may need to disconnect your existing gas supply for the following reasons:

- Where you or your retailer have requested a disconnection
- Where it has been identified that your premises is in breach of safety compliance
- Where there is an emergency warranting disconnection
- Gas is being used illegally at your premises or you have interfered with the gas supply or associated metering equipment
- You have failed to comply with the terms of your contract, or failed to pay applicable charges under that contract
- For planned interruptions (e.g. maintenance or upgrade work), and
- You have not provided us with safe access to your premises

We are not allowed to disconnect your existing gas supply in circumstances where:

- The premises are registered as having gas-powered life support equipment
- You have made a complaint, directly related to the reason for the proposed disconnection, to us under our standard complaints and dispute resolution procedures and the complaint remains unresolved
- You have made a complaint, directly related to the reason for the proposed disconnection, to ACAT and the complaint remains unresolved, and
- The period of disconnection falls within a 'protected period':
 - On Mondays to Thursdays before 8am or after 3pm
 - On a Friday, weekend, public holiday or day before a public holiday
 - In the period 20th December to 31st December (both inclusive in any year)

For more details on the cases in which we may, and may not, disconnect your gas supply, please refer to your contract.

Decommissioning of your gas supply

In certain circumstances it will be appropriate to decommission your gas supply by cutting the supply pipe off in the street. This will arise at your request when:

- Demolition works are planned and removing gas from the block is required for safety

- You have decided that you permanently no longer wish to use gas on the premises

We may also disconnect in the street due to safety reasons or when access to the meter is denied to us or when Gas is being used illegally at your premises or you have interfered with the gas supply or associated metering equipment.

Reconnection of your gas supply

Once the reason for a disconnection to your premises has been resolved, we will reconnect your gas supply on the same day (in the case of temporary disconnection) where a request is received by us by 2pm on a business day, otherwise it will be by the end of the next business day or by a mutually agreed date. In the case where your gas supply has been decommissioned, you will have to apply for a new connection, with associated timeframes, to restore gas supply.

Planned and unplanned interruptions of the gas supply to your area

We may, subject to applicable energy laws, interrupt supply at any time for an unplanned or for a planned interruption.

Unplanned interruption means an interruption of the supply of energy to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of energy.

In the case of an unplanned interruption or an emergency, we will use our best endeavours to restore supply as quickly as possible.

Information about outages is available from Evoenergy's natural gas faults and emergencies line on 13 19 09.

Planned interruption means an interruption of the gas supply for:

- The planned maintenance, repair or augmentation of the transmission system, or
- The planned maintenance repair or augmentation of the distribution system, including planned or routine maintenance of metering equipment or
- The installation of a new connection or a connection alteration

We will always provide you with at least 4 business days' notice of a planned interruption of the gas supply to your area, so that you can make appropriate contingency plans. This notification will:

- Specify the expected date, time and duration of the interruption, and

- Include a 24 hour telephone number for enquiries

Guaranteed service levels and rebates

We are required to comply with the guaranteed service levels and rebates set out in the *Consumer Protection Code* for the ACT, unless otherwise agreed with you.

Guaranteed service levels and rebates are provided below. These change from time to time and the applicable requirements will be published in the *Consumer Protection Code* by the Independent Competition and Regulatory Commission at www.icrc.act.gov.au

Applying for a rebate

If we fail to meet a guaranteed service level the rebate outlined in the *Consumer Protection Code* for the ACT will apply and will be applied to your retail gas bill.

These rebates do not apply if our failure to meet a guaranteed service level is due to an event beyond our control, such as an emergency or a third party action.



Subject of the standard	Service Standard Required	Rebate Payable for Failure to meet the Standard
Response time to notification of a network fault	<p>We will respond to notification of a fault, problem or concern with the network which could affect public health or harm the public or property within 6 hours, and in all other cases 48 hours.</p> <p>We aim to resolve at time of attendance. Where this is not possible you will be advised a timeframe for resolution.</p>	\$60 per day (maximum \$300)
Reconnection of your gas supply	<p>We will try to resolve your complaint as quickly as possible.</p> <p>We will acknowledge receipt of your complaint within 2 business days.</p> <p>We will provide a response within 20 business days.</p>	\$60 per day (maximum \$300)
Responding to complaints	<p>We will try to resolve your complaint as quickly as possible. We will acknowledge receipt of your complaint within 2 business days. We will provide a response within 20 business days.</p>	\$20
Wrongful disconnection	<p>We will not disconnect your supply in error.</p>	\$100
Notification of planned interruption to the gas supply in your area	<p>Where your gas supply will be directly affected, we will give you at least 4 business days' notice of a planned interruption to the gas supply in your area.</p>	\$50
Frequency of Unplanned Outages	<p>We will take all reasonable and practicable steps to ensure the number of unplanned outages impacting your premises do not exceed nine per financial year.</p>	\$80

Subject of the standard	Service Standard Required	Rebate Payable for Failure to meet the Standard
Restoring your gas supply after an unplanned interruption in your area	We will take all steps that are reasonable and practicable to restore your gas supply within a period not exceeding 12 hours of unplanned sustained interruption.	\$80
Total duration of interruptions cumulative	We will take all steps that are reasonable and practicable to ensure that the cumulative hours for all unplanned sustained interruptions impacting your premise in a financial year.	\$100 (>20 to <30 hours)
		\$150 (>30 to <60 hours)
		\$300 (>60 hours)

Making a claim for loss or damage

If you have experienced loss or damage as a result of Evoenergy's business activities, you may be eligible to make a claim for compensation. We will endeavour to respond to all claims promptly and fairly.

Evoenergy will pay claims for all genuine out-of-pocket expenses incurred as a direct consequence of negligence on our behalf.

All claims are investigated and assessed on a case-by-case basis.

Evoenergy does not pay claims for damage caused by third parties or events outside its control, such as accidents, weather, vandalism, or interference from vegetation or animals.

Any reimbursement offered will reflect the fair and reasonable cost to repair the damage.

You can submit a claim via our website www.evoenergy.com.au/legal/making-a-claim or email claims@evoenergy.com.au





Useful Contacts

Access Canberra 13 22 81

Street light outages

Stormwater faults

Icon Water 02 6248 3111

Faults, emergencies and general enquiries

Dial Before you Dig 1100

General enquiries

13 23 86

Emergencies and faults

13 10 93 – Electricity

13 19 09 – Natural gas

Language assistance

如果您需要幫助，請打以下電話號碼。

¿Necesita un intérprete? Llame al número indicado abajo.

هل تحتاج إلى مترجم؟ اتصل بالرقم أدناه.

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Nếu cần sự trợ giúp, xin quý vị gọi số điện thoại dưới đây.

Se avete bisogno di un interprete, chiamate il seguente numero.

Αν χρειάζεστε διερμηνέα, τηλεφωνήστε στον παρακάτω αριθμό.

13 14 50

evoenergy.com.au

Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663) and Icon Distribution Investments Limited (ABN 83 073 025 224) t/as Evoenergy (ABN 76 670 568 688).