



Eglinton Village Energy Pty Ltd
a subsidiary of Zenith Connected Energy

2025 Performance Audit and Asset Management System Review
Electricity Licences EDL10 and ERL33

Report

Economic Regulation Authority
December 2025

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Limitations of this Report

This report was prepared for distribution to the Economic Regulation Authority and Eglinton Village Energy Pty Ltd ('EVE') for the purpose of fulfilling EVE's performance audit and asset management system review obligations under its Electricity Licences. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than the Economic Regulation Authority and EVE, or for any purpose other than that for which it was prepared.

Because of the inherent limitations of any internal control environment, it is possible that fraud, error or non-compliance may occur and not be detected. An audit is not designed to detect all instances of non-compliance with the procedures and controls over the licence obligations of the Electricity Licences, since we do not examine all evidence and every transaction. The audit and review conclusions expressed in this report have been formed on this basis.

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Executive Summary

Eglinton Village Energy Pty Ltd (EVE), a subsidiary of Zenith Connected Energy (ZCE), is the licensee of the Economic Regulation Authority (ERA) for the electricity distribution licence (EDL10) and the electricity retail licence (ERL33) under the provisions contained in the *Electricity Industry Act 2004*.

Eglinton Village is a residential development located 45km north of Perth in the City of Wanneroo. Eglinton Village covers 86-hectares and will ultimately accommodate approximately 1,260 single residential lots, a commercial centre with recreational services, and a primary school.

EVE operates a small microgrid under its EDL10 and retails electricity to 39 residential customers plus 2 business customers (1 sales office and 1 account for streetlights) as at 30 June 2025 under ERL33 to Eglinton Village. In addition, there are several temporary connections to provide builders' power for the construction of residential homes. The first permanent customer was connected in January 2025. There are currently no life support customers on the EVE microgrid. There are no special conditions attached to either of the two licences.

EVE has a physical connection to Western Power's 22 kV distribution network. Electricity is procured by EVE from Perth Energy under an electricity supply agreement. Electricity is then retailed to EVE customers inside the microgrid. Load is distributed by two underground 22 kV circuits which reticulates throughout the microgrid to several 22kV/415V distribution transformers. Individual sites within the microgrid are supplied by radial underground low voltage cables from these distribution substations and related switchgear.

The customer metering arrangement is under a service agreement with Intellihub. Metering data is sent from Intellihub to EVE's billing and account management agent WINconnect (owned by Origin Energy). EVE oversee and provide new customer connections following advice and design from internal and external resources. Microgrid maintenance activities are conducted by contractor, Nilsen.

EVE's licences were granted on 2 August 2023 and there have been no previous Performance Audits or Asset Management System Reviews conducted.

Under the licensing compliance requirements of the *Electricity Industry Act 2004* and as advised by the ERA, the draft audit report for the performance audit and asset management system review is due for submission to the ERA by 1 December 2025.

Quantum Assurance has been engaged by EVE to complete this Performance Audit ('Audit') and Asset Management System Review ('Review') which is consistent with the requirements of the *Australian Standard on Assurance Engagement ASAE3000 – Assurance Engagements Other than Audits or Reviews of Historical Financial Information* and the ERA's 2025 Audit and Review Guidelines – Electricity and Gas Licences ('Guidelines').

The audit and review period is from 2 August 2023 to 31 August 2025.

This report is an accurate presentation of our findings and opinions.

Performance Audit

This audit has been conducted to assess the licensee's level of compliance with both licences.

Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that EVE has fully complied with its Electricity Distribution Licence and Retail Licence obligations except for 3 minor non-compliances, during the audit period from 2 August 2023 to 31 August 2025.

Out of 400 applicable compliance obligations, the audit found:

- 156 obligations were rated compliant (112 with adequate controls and 44 with controls not assessed).
- 3 obligations were rated non-compliant – minor impact on customers or third parties (1 with adequate controls and 2 with generally adequate controls – improvement needed).
- 241 obligations were not rated for compliance, as no relevant activity took place during the audit period (90 with adequate controls, 1 with generally adequate controls – improvement needed and 150 with controls not assessed).

The control environment is considered to be effective to manage compliance with the licence conditions. There was one recommendation concerning the Financial Hardship content during the audit period.

The audit confirmed that EVE has complied with its information reporting obligations for the period 2 August 2023 to 31 August 2025.

Asset Management System Review

This review has been conducted to assess the effectiveness of the Licensee's asset management system.

Through the execution of the Review Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that EVE has operated the electricity distribution and supply services in a reliable manner and provided a good level of service to the customers.

The review found that EVE has established an adequate control environment for ongoing compliance in respect of the asset management system and has an effective asset management system.

For the review period from 2 August 2023 to 31 August 2025, the electricity supply service provided under the Electricity Distribution Licence and Retail Licence is considered to be operated with a professional and comprehensive approach.

Out of 58 effectiveness criteria for the asset management system, the review found:

- 58 criteria were rated as performing effectively (with adequately defined processes).

There were no recommendations.

Independent Auditor's Report

Scope

Eglinton Village Energy Pty Ltd ('EVE') is the licensee of the Economic Regulation Authority ('ERA') for the Electricity Distribution Licence (EDL10) and the Electricity Retail Licence (ERL33) issued by the ERA under the *Electricity Industry Act 2004*.

EVE operates a small microgrid under its EDL10 and retails electricity to 39 residential customers plus 2 business customers (1 sales office and 1 account for streetlights) as at 30 June 2025 under ERL33 to Eglinton Village. In addition, there are several temporary connections to provide builders' power for the construction of residential homes. The first permanent customer was connected in January 2025. There are currently no life support customers on the EVE microgrid. There are no special conditions attached to either of the two licences.

EVE has a physical connection to Western Power's 22 kV distribution network. Electricity is procured by EVE from Perth Energy under an electricity supply agreement. Electricity is then retailed to EVE customers inside the microgrid. Load is distributed by two underground 22 kV circuits which reticulates throughout the microgrid to several 22kV/415V distribution transformers. Individual sites within the microgrid are supplied by radial underground low voltage cables from these distribution substations and related switchgear.

The customer metering arrangement is under a service agreement with Intellihub. Metering data is sent from Intellihub to EVE's billing and account management agent WINconnect (owned by Origin Energy). EVE oversee and provide new customer connections following advice and design from internal and external resources. Microgrid maintenance activities are conducted by contractor, Nilsen.

EVE's licences were granted on 2 August 2023 and there have been no previous Performance Audits or Asset Management System Reviews conducted.

We have performed a reasonable assurance engagement on EVE's compliance, in all material respects, with the conditions of EDL10 and ERL33 and the *Electricity Industry Act 2004* for the period from 2 August 2023 to 31 August 2025.

Our evaluation was made against the licence obligations listed in the Electricity Compliance Reporting Manual (February 2023) and in accordance with the ERA's 2025 Audit and Review Guidelines: Electricity and Gas Licences. The scope of this assurance work relates to assessing EVE's systems and effectiveness of processes and regulatory controls to ensure compliance with the obligations, standards, outputs and outcomes required by the Licence issued under the Act.

Independent Opinion

In our opinion, based on the procedures performed as outlined in the Audit and Review Plan approved by the Economic Regulation Authority and the evidence we have obtained, EVE Pty Ltd has complied, in all material respects, with its licence conditions and relevant legislative obligations for the period from 2 August 2023 to 31 August 2025.

Basis for opinion

During the period from 2 August 2023 to 31 August 2025., EVE had 3 out of 400 obligations with non-compliances rated as "minor impact on customers" for the following Licence Conditions:

Reporting Manual number and Licence obligation		Issue
105	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i> .	<p>Payments to ERA</p> <p>The ERA invoice to EVE for the 2024 annual licence fee for EDL10 for \$2,732 had a due date of 31 August 2024. EVE paid 14 days after the due date. The breach was reported in the EVE Licence Compliance Annual Return FY25 to the ERA. No customers were affected by this non-compliance</p> <p>The audit confirmed the other fees due to the ERA for the audit period have been paid. This obligation is included in the Licence Obligations Compliance Register. The payment due dates are now included in the <i>Register of action items and internal due dates</i>.</p> <p>As this is a minor non-compliance and controls have been strengthened, no further recommendation is made.</p>
221	A retailer must ensure that its hardship policy complies with the criteria specified in subclause 46(2).	<p>Hardship Policy</p> <p>The audit reviewed the Payment Assistance and Financial Hardship Policy and confirmed compliance with the information in subclause 46(2), except there was no telephone number for services that can assist customers with a speech or hearing impairment.</p>
448C	A network operator must publish its communication rules as soon as practicable, and in any event within 6 months after the date this Code applies to it.	<p>Communication Rules</p> <p>EVE does not have a published communication rules document at this stage.</p> <p>The content of the communication rules are file formats, protocol, timeframes for data transfer, sufficient for users to design and commission their IT systems for b2b communication and to be compatible with communication rules as defined in the Transfer Code</p> <p>The definition of user was originally defined as parties who have an access contract under the access code. Via a footnote it was extended in the Metering Code to include every customer who has any contract, including a service contract.</p> <p>None of EVE's customers will design and commission an IT system to transfer data with EVE as they are predominantly residential customers..</p> <p>The Transfer Code does not currently apply to EVE until another retailer serves customers on this network. Therefore, no recommendation is made.</p>

We conducted our engagement in accordance with Australian Standard on Assurance Engagements ASAE 3100 Compliance Engagements (ASAE 3100). We believe that the assurance evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

In accordance with ASAE 3100 we have:

- Used our professional judgement to plan our procedures and assess the risks that may cause material non-compliance with each of the compliance requirements to be concluded upon
- Considered internal controls implemented to meet the compliance requirements; however, we do not express a conclusion on their effectiveness, and
- Ensured that the engagement team possess the appropriate knowledge, skills and professional competencies.

Summary of Procedures

The audit and review was performed from 15th September 2025 to 28th November 2025 and our procedures consisted primarily of:

- Utilising the ERA's 2025 Audit and Review Guidelines: Electricity and Gas Licences ('the Guidelines') to develop a risk assessment.
- Developing an Audit and Review Plan and an associated work program, approved by the ERA on 5 August 2025.

- Interviewing relevant EVE staff to gain an understanding of process controls .
- Onsite visit to EVE's Village site on 18th September 2025 for our audit team, including our Engineer.
- Conduct various remote meetings and the site visit with stakeholders, including corporate services and plant operations management personnel, to determine the effectiveness of systems and procedures in place and to compare actual performance against the licence standards
- Assessing documents and performing walkthroughs of processes and controls to support the assessment of compliance and the effectiveness of the control environment in accordance with Licence obligations.
- Performing procedures and testing based on the procedures listed in the approved Audit and Review Plan.

How We Define Reasonable Assurance and Material Non-Compliance

Reasonable assurance is a high level of assurance but is not a guarantee that it will always detect a material non-compliance with the compliance requirements.

Instances of non-compliance are considered material if, individually or in the aggregate, they could reasonably be expected to influence relevant decisions of the intended users taken on the basis of the Licensee's compliance with the compliance requirements.

Inherent Limitations

Because of the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the compliance requirements may occur and not be detected.

A reasonable assurance engagement throughout the specified period does not provide assurance on whether compliance with the compliance requirements will continue in the future.

Use of this Assurance Report

This report has been prepared for EVE and the ERA for the purpose of assessing compliance with the requirements of the License and may not be suitable for another purpose.

We understand that a copy of this report will be provided to the ERA for the purpose of reporting on the reasonable assurance engagement for the Licensee. We agree that a copy of this report may be provided to the ERA in connection with this purpose, but only on the basis that we accept no duty, liability or responsibility to the ERA in relation to the report.

We disclaim any assumption of responsibility for any reliance on this report, to any person other than the Licensee and the ERA, or for any other purpose other than that for which it was prepared.

Management's responsibility

EVE's management are responsible for:

- The compliance activities undertaken to meet the requirements of the Licence.
- Identifying risks that threaten the compliance requirements identified above being met and identifying, designing and implementing controls to enable the compliance requirements to be met and, monitoring ongoing compliance.
- Ensuring that it has complied in all material respects with the requirements of the Licence.
- Establishing and maintaining an effective system of internal control over its systems designed to achieve its compliance with the Licence requirements.
- Implementing processes for assessing its compliance requirements and for reporting its level of compliance to the ERA.
- Implementing corrective actions for instances of non-compliance (if any).

Our responsibility

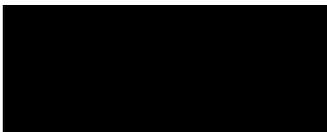
Our responsibility is to perform a reasonable assurance engagement in relation to EVE's compliance with its License requirements throughout the period and to issue an assurance report that includes our conclusion.

Our Independence and Quality Control

We have complied with our independence and other relevant ethical requirements of the *Code of Ethics for Professional Accountants* issued by the Australian Professional and Ethical Standards Board and complied with the applicable requirements of Australian Standard on Quality Control 1 to maintain a comprehensive system of quality control.

We confirm that the ERA's 2025 Audit and Review Guidelines: Electricity and Gas Licenses have been complied with in the conduct of this audit/review and the preparation of the report, and that the audit findings reflect our professional opinion.

Quantum Assurance



Geoff White CA
Director

Dated: 2 February 2026

1. Performance Audit

1.1 Introduction

EVE Pty Ltd ('EVE') is the licensee of the Economic Regulation Authority ('ERA') for the Electricity Distribution Licence (EDL10) and the Electricity Retail Licence (ERL33) issued by the ERA under the *Electricity Industry Act 2004*.

EVE operates a small microgrid under its EDL10 and retails electricity to 39 residential customers plus 2 business customers (1 sales office and 1 account for streetlights) as at 30 June 2025 under ERL33 to Eglinton Village. In addition, there are several temporary connections to provide builders' power for the construction of residential homes. The first permanent customer was connected in January 2025. There are currently no life support customers on the EVE microgrid. There are no special conditions attached to either of the two licences.

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The licences in operation during the audit period were:

Electricity Distribution Licence 10

Version	Audit Period	Description
1	2 August 2023 to 31 August 2025	Licence granted 2 August 2023 Licence area plan ERA-EL-162

Electricity Retail Licence 33

Version	Time Period	Description
1	2 August 2023 to 31 August 2025	Licence granted 2 August 2023 Licence area plan ERA-EL-162

Under the Act, electricity services' licensees are required to provide reports on a performance audit ('audit') and an effectiveness review of their asset management system ('review') once every 24 months, or another period that has been specified by the ERA.

EVE engaged Quantum Assurance, with the approval of the ERA, to perform an audit and review of EVE's electricity supply services, to comply with the licensing requirements of the ERA. This audit and review covers the period from 2 August 2023 to 31 August 2025.

The audit and review approach is based on the compliance obligations set out in the Licence, applicable legislation, regulatory guidelines (Electricity Compliance Reporting Manual – February 2023 and the ERA's 2025 Audit and Review Guidelines: Electricity and Gas Licences).

1.2 Objectives and Scope

The objective was to provide the ERA with an independent assessment of the Licensee’s compliance with relevant obligations under the licences.

The scope of the audit included the adequacy and effectiveness of performance against the requirements of the licences by considering the following:

Scope	Description
Control Environment	The licensee’s management philosophy and operating style, organisational structure, assignment of authority and responsibilities, the use of internal audit, the use of information technology and the skills and experience of the relevant staff members.
Information Systems	The suitability of the licensee’s information systems to record the information needed to comply with the licence, accuracy of data, security of data and documentation describing the information system.
Control Procedures	The presence of systems and procedures to monitor compliance with the licence or the effectiveness of the licensee’s asset management system, and to detect or prevent instances of non-compliance or under-performance.
Compliance Attitude	The action taken by the licensee in response to any previous audit or review recommendations, and an assessment of the licensee’s attitude towards compliance.
Outcome Compliance	The actual performance against standards prescribed in the licence throughout the audit or review period.
Integrity of Reporting	The completeness and accuracy of the compliance reports for 2023/24 and 2024/25 and performance report provided to the ERA for 2024/25 (Note: The performance report for 2023/24 was not required by the ERA as supply had not commenced).
Compliance with individual licence conditions	The requirements imposed on the specific licensee by the ERA or specific issues that are advised by the ERA.

When assessing if a licensee has complied with its licence obligations, the auditor must apply a level of scrutiny that corresponds to a ‘reasonable assurance engagement’. A reasonable assurance engagement is:

“An assurance engagement in which the assurance practitioner reduces engagement risk to an acceptably low level in the circumstances of the engagement as the basis for the assurance practitioner’s conclusion. The assurance practitioner’s conclusion is expressed in a form that conveys the assurance practitioner’s opinion on the outcome of the measurement or evaluation of the underlying subject matter against criteria.”

The highest priority areas (priority 1, 2 or 3) based on inherent risk and the reported non-compliances for this audit period are:

Priority 2

Obligations 127 and 128 – Priority Restoration Register.

Obligation 234 – Disconnection of Life Support Equipment customer.

Obligation 297A – Disconnection or Interruption for Emergencies.

Obligations 297B, 297C, 297D, 297E, 297F, 297G to 297N - Life Support Equipment.

Priority 3

Obligation 105 - *A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014.* The Compliance Report 2024/25 to the ERA notes that the annual licence fee to the ERA for the distribution licence EDL10 was paid late.

Obligations 307A to 307G – Protections relating to family violence obligations (as this is the first audit).

In accordance with the ERA Guidelines, recommendations are included in the report only for obligations rated as inadequate controls (C), no controls (D), non-compliant – minor impact (2), non-compliant – moderate impact (3) or non-compliant – major impact (4). Any other improvements identified in the audit are provided direct to the licensee. (refer Ratings Table in section 1.4).

1.3 Audit Compliance and Controls Rating Scale

The adequacy of controls and compliance with the legislative obligations was assessed using the following ratings.

Adequacy of Controls Rating		Compliance Rating	
Rating	Description	Rating	Description
A	Adequate controls – no improvement needed	1	Compliant
B	Generally adequate controls – improvement needed	2	Non-compliant – minor impact on customers or third parties
C	Inadequate controls – significant improvement required	3	Non-compliant – moderate impact on customers or third parties
D	No controls evident	4	Non-compliant – major impact on customers or third parties
NP	Not performed – A controls rating was not required	NR	Not rated – No activity took place during the audit period or insufficient evidence to rate compliance

1.4 Summary of Audit Ratings of Control and Compliance

The current audit assessment of the ratings for the adequacy of controls and compliance for the 400 applicable licence obligations is shown below in the summary table and detailed obligations table.

Summary of Audit Ratings of Control and Compliance

Controls rating	Compliance Rating						
	Rating	1 Compliant	2 Non-compliant (minor impact)	3 Non-compliant (moderate impact)	4 Non-compliant (major impact)	NR Not rated	Total
A - Adequate		112	1	-	-	90	203
B – Generally adequate		-	2	-	-	1	3
C - Inadequate		-	-	-	-	-	-
D – No controls		-	-	-	-	-	-
NP – Not performed		44	-	-	-	150	194
Total		156	3	-	-	241	400

Detailed Audit Ratings of Control and Compliance by Obligation

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
Electricity Industry (Obligation to Connect) Regulations) Applies to small-use customers³													
72	Connect premises to distribution system	Regulation 4	4	✓					✓				
73	Extend distribution system to a suitable connection point	Regulation 5(5)	4	✓					✓				
74	Adequate capacity and standard of extension	Regulation 5(6)	4	✓					✓				
75	Connect within timeframe	Regulation 6	4	✓					✓				
76	Energise premises in certain circumstances	Regulation 7(1)	4	✓					✓				
77	Energise premises within defined timetable	Regulation 8	4	✓					✓				
77A	Notify owner of any decommissioning	Regulation 12(1)	4					✓				✓	
Electricity Industry (Customer Contracts) Regulations 2005													
79	Format of non-standard contract (NSC)	Regulation 5	4					✓				✓	
80	NSC effect period	Regulation 6	4					✓				✓	
81	NSC retailer information	Regulation 7	4					✓				✓	
82	NSC description of goods and services provided	Regulation 8	4					✓				✓	
83	NSC customer payment for electricity	Regulation 9	4					✓				✓	
84	NSC prohibition on tampering/bypassing	Regulation 10	4					✓				✓	
85	NSC right to disconnect and reconnect supply	Regulation 11	4					✓				✓	
86A	Benefit change information	Regulation 12	4	✓					✓				
87	NSC retailers' obligations re prices and tariff information	Regulation 13	4					✓				✓	
88	NSC procedure for preparation, issue and review of bills	Regulation 14	4					✓				✓	
89	NSC matters for contract termination	Regulation 15	4					✓				✓	
90	NSC amendment without consent	Regulation 16 and 34	4					✓				✓	

¹ The number refers to the Obligation reference in the Electricity Compliance Reporting Manual (February 2023).

² Refer Controls and Compliance Rating Scales in Section 1.3.

³ A 'small use customer' is a customer who consumes not more than 160 megawatt hours of electricity per year.

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
91	NSC rights and obligations	Regulation 17	4					✓					✓
92	NSC procedure for complaint response	Regulation 18	4					✓					✓
93	NSC treatment of confidential information	Regulation 19	4					✓					✓
94	NSC governing legislation	Regulation 20	4					✓					✓
95	NSC Code of Conduct	Regulation 21	4					✓					✓
96	NSC cooling off period	Regulation 32	4					✓					✓
97	NSC termination of contract	Regulation 33(2)	4					✓					✓
98	NSC matters of termination	Regulation 33(3) and (4)	4					✓					✓
98A	NSC contract expiry	Regulation 34A	4					✓					✓
98B	NSC not state customer pay security deposit	Regulation 34B	4					✓					✓
98C	NSC security deposit	Regulation 34C	4					✓					✓
99	Determine default supplier for each connection point	Regulation 36	4					✓	✓				
100	Notify customer if supply deemed to be under a standard contract	Regulation 38	4					✓					✓
Electricity Industry Act 2004													
101	Provide ERA with performance audit	Section 13(1)	4	✓					✓				
102	Provide asset management system (AMS)	Section 14(1)(a)	4	✓					✓				
103	Notify ERA of the details and any substantial changes to AMS	Section 14(1)(b)	4					✓					✓
104	Provide ERA with AMS Review every 24 months	Section 14(1)(c)	4	✓					✓				
105	Payment of license fees to ERA	ERA (Licencing Funding) Regulations 2014	3		✓					✓			
106	Minimisation of unforeseen effects on electricity supply	Section 31(3)	4	✓					✓				
107	Pay the cost of interest in land or easement	Section 41(6)	4					✓					✓
108	Supply to small use customers under contract	Section 54(1)	4	✓					✓				
109	Compliance with the ERA direction to amend standard contract	Section 54(2)	4					✓					✓
110	Retailer of last resort	Section 76	4					✓					✓

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
				A	B	C	D	NP	1	2	3	4	NR	
111	Supply to small use customers – Ombudsman membership	Section 101	4					✓	✓					
Electricity Licence Conditions and Obligations														
114	Marketing agent complies with the Code of Conduct	Section 11	4	✓					✓					
116	Submit standard form contract to ERA	Section 11	4					✓						✓
117	Comply with ERA directions for standard form contract review	Section 11	4					✓						✓
118	Amendment of standard form contract	Section 11	4					✓						✓
119	Maintaining accounting records	Section 11	4	✓					✓					
120	Comply with ERA's performance standards	Section 11	4					✓						✓
121	Comply with ERA's standard audit guidelines	Section 11	4					✓	✓					
122	Comply with ERA's standard AMS Review guidelines	Section 11	4					✓	✓					
123	Notify ERA of external administration or changes in license circumstances	Section 11	4					✓						✓
124	Providing ERA with any other information	Section 11	4	✓					✓					
125	Timeframe to publish information	Section 11	4					✓						✓
126	Notices in writing	Section 11	4					✓	✓					
127	Create and maintain a Priority Restoration Register	Section 11	2	✓					✓					
128	Priority Restoration Register must comply with Minister's criteria	Section 11	2	✓										✓
Code of Conduct for the Supply of Electricity to Small-Use Customers 2022														
Marketing														
129A	Marketing agents	Clause 8	4	✓					✓					
130	Entering standard form contracts	Clause 9(1)	4	✓					✓					
131	Timeframe to give customers information	Clause 9(2)	4	✓					✓					
132	Entering non-standard contracts	Clause 10(1)	4					✓						✓

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133	Information is provided to customer prior to entering into non-standard contract	Clause 10(2)	4					✓						✓
133A	Information not required if provided in past 12 months or customer advised how to obtain the information	Clause 10(3)	4					✓						✓
135	Customer consent	Clause 10(5)	4					✓						✓
136	Concessions are made clear, exclusions are disclosed.	Clause 11(1)	4					✓	✓					
137	Customer can contact agent	Clause 11(2)	4					✓	✓					
138	Retailer or agent to provided customer with information requested	Clause 12(1)	4					✓						✓
139	Face-to-face meeting – carry identification	Clause 12(2)	4					✓						✓
140	Comply with any signs at premises that restrict sales representative	Clause 13	4					✓						✓
Connection														
143	Forward request to distributor	Clause 18(1)	4	✓					✓					
144	Timeframe to forward request to distributor	Clause 18(2)	4	✓					✓					
Billing														
145	Timeframes for Issuing bill	Clause 19(1)	4	✓					✓					
146A	Restrictions on shortened bill cycle including 3 reminders	Clause 20(1)	4					✓						✓
148	Written notice to shorten billing cycle	Clause 22(3)	4					✓						✓
149	Timeframe of shortened billing cycle	Clause 22(4)	4					✓						✓
150	Return customer to billing cycle if 3 consecutive bills paid by the due date.	Clause 22(5)	4					✓						✓
151	Informing customers about shortened billing cycles	Clause 22(6)	4					✓						✓
155A	Information on bills	Clause 21(1)	4	✓					✓					
156	Billing of historical debt	Clause 21(9)	4	✓					✓					

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				A	B	C	D	NP	1	2	3	4	NR	
157A	Bill based on meter reading or if NSC, the agreed method	Clause 22(1)	4	✓						✓				
157B	Smoothing arrangement acceptable	Clause 22(2)	4					✓						✓
158	Meter reading	Clause 22(3)	4	✓						✓				
158A	Written record to customer of billing method	Clause 22(4)	4					✓						✓
160	Estimated bill – specify on bill	Clause 23(1)	4	✓						✓				
161	Reason for estimating	Clause 23(2)	4					✓						✓
163	Replacing an estimated bill	Clause 24(2)	4					✓						✓
166	Alternate tariffs	Clause 25(2)	4	✓										✓
166A	Effective date of transfer is meter reading date	Clause 25(3)	4	✓						✓				
167	No longer eligible for beneficial tariffs	Clause 26(2)	4	✓						✓				
171	Reviewing customer bill	Clause 27(1)	4	✓										✓
172	Reviewing customer bill - satisfied that it is correct	Clause 27(2)(a)	4	✓										✓
173	Reviewing customer bill – adjusting incorrect bill	Clause 27(2)(b)	4					✓						✓
174	Reviewing customer bill – informing the outcome	Clause 27(3)	4	✓										✓
175	Timeframe to inform the outcome of a bill review	Clause 27(4)	4		✓									✓
175A	Customer request for check of energy data or meter test	Clause 28(1)	4	✓						✓				
175B	If data incorrect or meter faulty, refund any meter test charges	Clause 28(3)	4	✓						✓				
176	Recovering undercharged amounts	Clause 29(1)	4	✓										✓
177	Overcharged from error, defect or default	Clause 30(1)	4	✓										✓
178	Payment of overcharged amount	Clause 30(2)	4	✓										✓
179	Credit account of overcharged amount	Clause 30(4)	4	✓										✓
181	Written notice to use overcharged amount for debt owed	Clause 30(6)	4	✓										✓

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181A	Subclause 30(6) does not apply if financial hardship.	Clause 30(7)	4					✓						✓
181B	Credit balance after set-off	Clause 30(8)	4					✓						✓
183A	Inform customer within 10 business days of any adjustment amount owing	Clause 31(1)	4	✓										✓
183B	Ask the customer for instructions to transfer any credit amount on account closure	Clause 31(2)	4					✓						✓
183C	Transfer any credit within 12 business days	Clause 31(3)	4					✓						✓
183D	May offset credit with any debt owing after notice to customer	Clause 31(4)	4					✓						✓
183E	Credit after account set off	Clause 31(5)	4					✓						✓
184A	Standard form contract – receive bills by post or email	Clause 32(1)	4	✓					✓					
Payment														
187	Payment due date	Clause 33	4	✓					✓					
188	Payment methods	Clause 34(1)	4	✓					✓					
190	Payment in advance	Clause 35(1) to (3)	4					✓						✓
190A	Publish the maximum credit amount on website and must not be less than \$100.	Clause 35(4) to (6)	4					✓	✓					
191A	Redirect bill to different address at request of customer	Clause 36	4					✓	✓					
192	Restrictions on late payment fees	Clause 37(1)	4					✓						✓
193	Late payment fee refund if not aware of customer complaint.	Clause 37(2)	4					✓						✓
193A	If a complaint is not resolved in favour of the customer any late payment fee must be calculated from the date of decision.	Clause 37(3)	4					✓						✓
194	Additional late payment fee	Clause 37(4)	4					✓						✓
195	Maximum 2 later payment fees or 12 in 12 month period for residential customer	Clause 37(5)	4					✓						✓

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196	Waive any late payment fee if financial hardship residential customer	Clause 37(6)	4					✓						✓
197	Vacated address	Clause 38(1)	4					✓						✓
198	Evicted/required to vacate supply address	Clause 38(2)	4					✓						✓
199	Previous electricity consumed	Clause 38(4)	4					✓						✓
200	Debt recovery if financial hardship advised	Clause 39(1)	4					✓						✓
201	Debt recovery limited to supply address	Clause 39(2)	4					✓						✓
201A	Transfer of debt to another customer	Clause 39(3)	4	✓										✓
Payment Assistance														
202	Assess hardship for residential customer	Clause 40(1)	4	✓										✓
203	Matters to consider	Clause 40(3)	4	✓										✓
204	Advise outcome	Clause 40(4)	4	✓										✓
204A	Assessment if circumstances have changed	Clause 40(5)	4	✓										✓
211	Offer additional time to pay	Clause 41(1)(a)	4	✓										✓
212	Offer payment plan	Clause 41(1)(b)	4	✓										✓
212A	Offer payment plan without request	Clause 41(3)	4	✓										✓
213	Fair and reasonable payment plan	Clause 43(1)	4	✓										✓
213A	Offer ongoing assistance	Clause 43(2)	4	✓										✓
214	Information to be provided with payment plan	Clause 43(5)	4	✓										✓
214A	Review of payment plan	Clause 44(1)	4	✓										✓
214B	Vary payment plan	Clause 44(3)	4	✓										✓
214C	Advise customer of variation	Clause 44(4)	4	✓										✓
214D	Variation of payment plan	Clause 44(5)	4	✓										✓
214E	Agreement of specific variation	Clause 44(6)	4	✓										✓
215	Consider reducing fees, charges or debt	Clause 45(1)	4	✓										✓
216	Consider hardship policy	Clause 45(2)	4	✓										✓
218	Advise information to customer	Clause 45(3)	4	✓										✓

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220	Develop and maintain hardship policy	Clause 46(1)	4	✓						✓				
221	Compliance of hardship policy	Clause 46(2)	4		✓						✓			
222	Compliance of hardship policy	Clause 46(3)	4	✓						✓				
223A	Consult with consumer representatives	Clause 46(4)	4					✓		✓				
223B	Provide a copy to ERA	Clause 46(5)	4	✓						✓				
225	Consult with consumer representatives	Clause 46(6)	4	✓						✓				
228	Payment arrangement for business customer	Clause 47	4					✓						✓
Disconnection														
229	Reminder notice prior to disconnection	Clause 48	4	✓										✓
230	Failure to pay a bill	Clause 49(a)	4	✓										✓
231	Failure to pay a bill – dual fuel contracts	Clause 50(2)	4					✓						✓
232	Denying access to the meter	Clause 51(2)	4	✓										✓
232A	May disconnect meter if safe access to property not provided	Clause 51(4)	4	✓										✓
234	Comply with limitations regarding disconnection	Clause 52	2	✓										✓
Reconnection														
242	Requests for reconnection	Clause 53(2)	4	✓										✓
243	Timeframe to forward reconnection request	Clause 53(3)	4	✓										✓
244	Reconnect within the timeframes specified in subclause 54(4), if the circumstances specified in subclause 54 (1) apply.	Clause 54(1)	4	✓										✓
244A	Reconnect within the timeframes specified in subclause 54(4), if the circumstances specified in subclause 54 (2) apply.	Clause 54(3)	4	✓										✓
Information and Communication														
271D	Information to be published on website	Clause 68(1)	4					✓		✓				
271E	Refer customer to website or provide information without charge	Clause 68(3)	4					✓		✓				

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271F	If requested, provide a copy of information to customer at no charge	Clause 68(4)	4					✓	✓					
273	Make available information on tariffs, fees and charges	Clause 69	4					✓	✓					
273A	If tariffs, fees or charges are regulated by State Government, give notice no later than the next bill in the customer's billing cycle	Clause 70(1), (2) and (3)	4					✓						✓
274A	Give notice any variation in tariffs, fees or charges at least 5 business days prior to variation	Clause 70(2)	4					✓						✓
275	On request, a retailer must provide a non-contestable customer with their billing data.	Clause 72(1)	4					✓						✓
276	If a non-contestable customer requests billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with a retailer, provide the data at no charge.	Clause 72(2)	4					✓						✓
280	Written details of obligations to make payments	Clause 73	4	✓										✓
282	Information re distribution of electricity	Clause 74	4					✓	✓					
283A	Information to be published on website	Clause 75(1)	4					✓	✓					
283B	If a customer requests this information, refer customer to website or provide at no charge.	Clause 75(3)	4					✓	✓					
283C	Provide a copy of the information to the customer without charge	Clause 75(4)	4					✓	✓					
283D	Provide explanation for any unplanned or approved change in the quality of supply of electricity or any unplanned interruption	Clause 76	4					✓						✓
290	Format of written information	Clause 77	4	✓					✓					
294	Interpreting information for residential customer	Clause 78(1)	4	✓					✓					
295	Information prescribed for residential customers	Clause 78(2)	4					✓	✓					

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296	Advise a customer of the availability of different types of meters, and suitability	Clause 79(1)	4	✓										✓
297	Availability of different types of meters	Clause 79	4	✓										✓
Disconnection or Interruption for Emergencies														
297A	Provide a 24hour emergency line and use best endeavours to restore supply as soon as possible.	Clause 80	2	✓						✓				
Life Support Equipment Scheme														
297B	Register life support customer and provide information to distributor	Clause 82(2)	2	✓										✓
297C	Provide the information detailed under subclause 82(3) to the customer within 5 days after registering life support equipment address.	Clause 82(3)	2	✓										✓
297D	Register any change of supply address and notify distributor	Clause 82(5)	2	✓										✓
297E	Distributor must register any change in supply or contact details	Clause 83(2)	2	✓										✓
297F	No planned interruption unless the distributor has met the conditions prescribed under subclause 84(1).	Clause 84(1)	2	✓										✓
297G	If subclause 84(2) applies, contact the customer, or someone residing at the supply address, before the interruption occurs.	Clause 84(3)	2	✓										✓
297H	Periodically confirm information with customer	Clause 85(1)	2	✓										✓
297I	Allow customer at least 3 months to respond to notice requesting confirmation of the information re life-support equipment scheme	Clause 85(2)	2	✓										✓
297J	If no longer required, de-register the customer.	Clause 86(2)	2	✓										✓
297K	If a customer fails to comply with a notice from the retailer under clause 85 within the period allowed under clause 85(2)(a), then undertake action prescribed in subclauses 86(3) and 86(4).	Clause 86(3) & (4)	2	✓										✓

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297L	Notify distributor of de-registration	Clause 86(6)	2	✓										✓
297M	De-register a life support equipment address in accordance with the relevant standard.	Clause 86(7)	2	✓										✓
297N	A supply address must not be de-registered if the retailer is aware that another person residing at the supply address still requires life support equipment.	Clause 86(8)	2	✓										✓
Complaints and Dispute Resolution														
298	Internal process for handling complaints and resolving disputes	Clause 87(1)	4	✓						✓				
299	Compliance of complaint handling process	Clause 87(2)	4	✓						✓				
299A	Complaints procedure to comply with AS/NZS 10002:2014	Clause 87(3)	4	✓						✓				
301	Response timeframe for written complaint	Clause 88	4	✓						✓				
301A	Information to be provided about complaint outcome	Clause 89	4	✓						✓				
304	Advise customer of appropriate entity for a complaint	Clause 90	4	✓										✓
Protections relating to Family Violence														
307A	Develop and maintain a family violence policy	Clause 91(1)	3	✓						✓				
307B	The family violence policy details	Clause 91(2)	3	✓						✓				
307C	The training required must satisfy at least one of the requirements detailed in subclause 91(3).	Clause 91(3)	3	✓						✓				
307D	If directed by the ERA, a retailer must review its family violence policy or related procedures and submit to ERA within a period specified by ERA.	Clause 91(5)	3	✓										✓
307E	A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is	Clause 91(6)	3	✓						✓				

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	developing its family violence policy or reviewing its family violence policy.													
307F	A retailer must ensure that the residential supply address of a vulnerable customer is not disconnected for a period of 9 months from the date on which the retailer becomes aware that the customer is a vulnerable customer.	Clause 92	3	✓										✓
307G	A retailer must not require written evidence of family violence from a customer .	Clause 93	3	✓										✓
Service Standard Payments														
308A	Payment if incorrect service reconnection	Clause 94(1)	4					✓						✓
308B	Pay the customer \$60 for each day that the retailer or the distributor is late, up to a maximum of \$300.	Clause 94(2)	4					✓						✓
309	If a retailer makes a payment under clause 94 due to an act or omission of a distributor, the distributor must reimburse the retailer for the amount of the payment.	Clause 94(3)	4					✓						✓
310	Compensation for retailer's non-compliance with procedures	Clause 95(1)	4					✓						✓
311	If a retailer makes a payment under clause 95 due to an act or omission of a distributor, the distributor must reimburse the retailer for the amount of the payment.	Clause 95(3)	4					✓						✓
312	Failure to acknowledge complaint within the timeframe	Clause 96	4					✓						✓
313A	A distributor must pay the customer \$100, for each day that the customer is wrongfully disconnected, if the distributor disconnects a customer's	Clause 97(1) and (2)	4					✓						✓
314A	if a distributor fails to acknowledge or respond to a written complaint made by a customer within the timeframes set out in clause 88, the distributor must pay the customer one	Clause 98(1) and (2)	4					✓						✓

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	payment of \$20 for each complaint.													
315	Compensation payment for failure to satisfy a service standard.	Clause 100(1)	4					✓						✓
316	A distributor that is required to make a payment under clause 97 or 98 must do so in the manner specified in subclause 100(2).	Clause 100(2)	4					✓						✓
Electricity Industry Metering Code														
Part 3 – Meters and Metering Installations														
317	Treat all Code participants that are associates on an arms-length basis.	Clause 2.2(1)(a)	4	✓					✓					
318	No benefits to code participants that are associates	Clause 2.2(1)(b)	4	✓					✓					
319	Meters to comply with metrology procedure etc.	Clause 3.1	4	✓					✓					
320	Display of meter measurements	Clause 3.1	4	✓					✓					
320A	Metering of contestable customer (SWIN only)	Clause 3.2(2B)	4	✓										✓
321	Interval meter compliance	Clause 3.3(1)	4	✓					✓					
322	Communication link to have approved modem and isolation device	Clause 3.3(3)	4	✓					✓					
323	No bi-directional flows unless separated by meter	Clause 3.3A(1)	4	✓					✓					
324	User becomes aware of bi-directional electricity flow	Clause 3.3B	4	✓										✓
325	Accumulation meter to record net production and consumption	Clause 3.3C	4	✓					✓					
326	Metering installation at each connection point	Clause 3.5(1) & (2)	4	✓					✓					
327	Maintain metering installation	Clause 3.5(3)	4	✓					✓					
328	Metering point to be located at connection point	Clause 3.5(4)	4	✓					✓					
329	Meter charges in accordance with service level agreement	Clause 3.5(6)	4	✓					✓					
330	Advise parties of any metering non-compliance	Clause 3.5(9)	4					✓						✓

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331	All devices compatible with telecommunication network etc.	Clause 3.7	4	✓						✓				
332	Secure meter from unauthorised access	Clause 3.8	4					✓		✓				
333	Metering installation to meet Code specifications	Clause 3.9(3)	4	✓						✓				
334	Metering installation above 1000 volts	Clause 3.9(7)	4	✓						✓				
335	Metering error as close to zero as practicable	Clause 3.9(8)	4	✓						✓				
336	Programmable settings to comply with metrology procedure etc.	Clause 3.10	4	✓						✓				
337	Consistent measurement and recording of data each year	Clause 3.11(1)	4	✓						✓				
338	Outage repairs in accordance with service level agreement	Clause 3.11(2)	4	✓						✓				
339	Advise network operator of outage or malfunction	Clause 3.11(3)	4					✓		✓				
340	Meters to be sampled and tested for accuracy	Clause 3.11A(1)	4	✓										✓
341	"Population" of failed meters to be removed	Clause 3.11A(2)	4					✓						✓
342	Metering installation to comply with prescribed design	Clause 3.12(1)	4	✓						✓				
343	Compliance of instruments transferring metering data	Clause 3.12(2)	4	✓						✓				
344	Isolation facilities to be provided	Clause 3.12(3)	4					✓		✓				
345	Maintain drawings and information	Clause 3.12(4)	4	✓						✓				
346	Procure user to install check metering installation	Clause 3.13(1)	4					✓						✓
347	Partial check metering installation physical arrangement	Clause 3.13(3) (c)	4					✓						✓
348	Check metering installation compliance	Clause 3.13(4)	4					✓						✓
349	Metering installation using class CTs and VTs that do not comply with Code	Clause 3.16(1)	4					✓		✓				
350	The network operator must ensure that a Type 1 metering installation to Type 5 metering installation	Clause 3.16(1)	4	✓						✓				

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	on the network has the facilities and functionality prescribed.			✓						✓				
350A	Any metering installation on the network that has an interval meter and is not a 5MS meter must have hardware that is capable of measuring and storing five-minute interval energy data.	Clause 3.16(1A)	4	✓						✓				
351	Type 1 to Type 4 metering installation on the network to include communications link.	Clause 3.16(2)	4	✓						✓				
352	If a device is used as a data logger, the energy data for a metering point on the network must be collated in: 5 minute intervals (5MS meter) or 30 minute intervals	Clause 3.16(3)	4	✓						✓				
353	Aggregate the energy data into five-minute metering intervals or 30-minute metering intervals	Clause 3.16(3A)	4	✓						✓				
353A	Must not install a Type 5 metering installation or Type 6 metering installation on or after 1 January 2022	Clause 3.16(3B)	4					✓						✓
353B	Must continue to comply with all provisions of this Code applicable to Type 5 and Type 6 metering installations	Clause 3.16(3C)	4					✓						✓
354	The metering installation for the connection point must comply with the prescribed wholesale market metering installation requirements if the Electricity Generation and Retail Corporation supplies electricity	Clause 3.18(1)	4	✓						✓				
354A	Subject to clause 3.14, the network operator must ensure that each 5MS meter complies with clause 3.16 by five- minute settlement commencement.	Clause 3.18(A)	4					✓						✓
355	Request for enhanced technology features	Clause 3.20(1)	4					✓						✓
356	Charges to be in accordance with service level agreement	Clause 3.20(3)	4					✓						✓

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
				A	B	C	D	NP	1	2	3	4	NR	
357	Accurate internal real time clock measured over 1 month	Clause 3.21(1)	4					✓	✓					
358	Storage onsite of internal data logger data	Clause 3.21(2)	4					✓	✓					
359	Enhanced technology metering software licensed and programmable	Clause 3.22	4					✓	✓					
360	Signals from meter to be isolated to prevent damage to meter	Clause 3.23(a)	4					✓	✓					
361	Signals from meter for user to be compliant	Clause 3.23(b)	4	✓					✓					
362	Installation of prepayment meter	Clause 3.24A(1)	4					✓						✓
363	Replacement of prepayment meter	Clause 3.24B(1)	4					✓						✓
364	Metering installation only by registered operator	Clause 3.27	4	✓					✓					
365	Publish a list of registered metering installation providers and update annually.	Clause 3.29	4					✓						✓
Part 4 – The metering database														
366	Maintain metering database for each metering point	Clause 4.1(1)	4	✓					✓					
367	Metering database to be secure	Clause 4.1(2)	4	✓					✓					
368	Disaster Recovery Plan to rebuild metering database within 2 days	Clause 4.1(3)	4	✓					✓					
369	Compliance of metering registry	Clause 4.2(1)	4	✓					✓					
370	Standing data requirements	Clause 4.3(1)	4	✓					✓					
371	Discrepancy between data in meter and database	Clause 4.4(1)	4	✓										✓
372	Not knowingly permit the registry to be materially inaccurate.	Clause 4.5(1)	4	✓										✓
373	Notify network operator of any inaccuracy in standing data	Clause 4.5(2)	4	✓					✓					
374	Notification by Code participant of standing data change to registry	Clause 4.6(1)	4					✓						✓
375	Other notification of standing data change to registry	Clause 4.6(2)	4					✓						✓

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
				A	B	C	D	NP	1	2	3	4	NR	
376	Notify user within 2 business days of any update to registry	Clause 4.7(1)	4					✓						✓
377	User being retailer or generator to have remote access to energy data	Clause 4.8(3)	4					✓	✓					
378	User being retailer or generator to have remote access to metering database	Clause 4.8(3A)	4					✓	✓					
379	Energy data to be secure	Clause 4.8(4)(a)	4					✓	✓					
380	Metering database to be secure	Clause 4.8(4)(b)	4					✓	✓					
381	Security of passwords	Clause 4.8(5)	4					✓	✓					
Part 5 – Metering services														
382	Retention of energy data	Clause 4.9	4					✓						✓
383	Code participant's requirement to obtain a metering service	Clause 5.1(1)	4					✓						✓
384	Request for service level agreement	Clause 5.1(2)	4	✓					✓					
385	Transfer energy data into metering database within 2 business days	Clause 5.3(1)	4					✓	✓					
385A	Energy data obtained and transferred for a metering point at which bi-directional electricity flows occur	Clause 5.3(2)	4	✓					✓					
385B	Consecutive dates for a scheduled meter reading must be no more than one week apart	Clause 5.3(3)	4	✓					✓					
386	Validation of meter reading at least every 12 months	Clause 5.4(1)	4	✓										✓
387	Meter reading by skilled operator	Clause 5.4(1A)	4					✓						✓
388	Assist network operator to comply with their obligations	Clause 5.4(2)	4					✓						✓
389	Charge for provision of energy data	Clause 5.5(2)	4	✓										✓
390	No charge if other enactment prohibits	Clause 5.5(2A)	4	✓										✓
391	Provide validated data to the user within the timeframes	Clause 5.6(1)	4	✓					✓					
391A	A network operator must provide validated, and for a metering point to AEMO	Clause 5.6(3)	4					✓						✓

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
				A	B	C	D	NP	1	2	3	4	NR	
	before 5pm on the first business day after energy data for the metering point													
391B	Energy data to be provided – bi-directional and 5 minute interval	Clause 5.6(5)	4	✓						✓				
392	Replacement energy data	Clause 5.7	4					✓						✓
393	Provide information to the user	Clause 5.8	4					✓						✓
394	Provide standing data to users as required	Clause 5.9	4					✓						✓
395	Provide a subset of the standing data to a retailer	Clause 5.10	4					✓						✓
396	Provide incoming retailer with standing data within 2 business days of transfer	Clause 5.11	4					✓						✓
397	Energy data request from user	Clause 5.12(1)	4					✓						✓
398	Standing data request from user	Clause 5.13	4					✓						✓
399	Bulk standing data request from user	Clause 5.14(3)	4					✓						✓
400	Provide date of meter reading	Clause 5.15	4	✓										✓
401	Provide energy data to network operator within timeframe	Clause 5.16	4					✓						✓
402	Provide standing data or energy data to customers as required	Clause 5.17(1)	4	✓						✓				
403	Provide metering data to a person associated with customer	Clause 5.17A(1)	4					✓						✓
404	Provide data within timeframe	Clause 5.17A(3)	4					✓						✓
405	Change in the energisation status of a metering point	Clause 5.18	4					✓						✓
406	Act with network operator in accordance with good electricity industry practice	Clause 5.19(1)	4					✓						✓
407	Record prescribed information in relation to the site of each connection point	Clause 5.19(2)	4	✓						✓				
408	Notify network operator of any changes within 1 day	Clause 5.19(3)	4	✓						✓				
409	Notice to user of receipt of customer attributes	Clause 5.19(5)	4					✓						✓

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
				A	B	C	D	NP	1	2	3	4	NR	
410	Do not notify network operator if change due to information provided by network operator	Clause 5.19(6)	4					✓	✓					
411	Develop Energy Data Verification Request Form	Clause 5.20(1)	4	✓					✓					
412	Form to provide prescribed information	Clause 5.20(2)	4	✓					✓					
413	Request to verify energy data	Clause 5.20(2)	4	✓										✓
414	Network operator to comply with any reasonable request	Clause 5.21(2)	4	✓										✓
415	Test or audit as per metrology procedure and service level agreement	Clause 5.21(4)	4	✓										✓
416	User request for test or audit	Clause 5.21(5)	4	✓										✓
417	Any request must be consistent with any access arrangement or agreement.	Clause 5.21(6)	4	✓					✓					
418	Meter testing or auditing charge as per service level agreement (SLA)	Clause 5.21(8)	4	✓										✓
419	SLA to include no charge for testing if non-compliance	Clause 5.21(9)	4	✓										✓
420	Action if test shows accuracy of meter does not comply with Code	Clause 5.21(11)	4	✓										✓
421	Original stored error data must not be altered except during accuracy testing or calibration	Clause 5.21(12)	4	✓										✓
422	Validate energy data in accordance with the Code	Clause 5.22(1)	4	✓										✓
423	Use check metering data where available	Clause 5.22(2)	4					✓						✓
424	If check metering data not available or energy data cannot be recovered	Clause 5.22(3)	4	✓					✓					
425	Notify participants within 24 hours of loss of or error in data	Clause 5.22(4)	4					✓						✓
426	Substitution or estimation of energy data	Clause 5.22(5)	4	✓					✓					
427	Review validation failures before substitution	Clause 5.22(6)	4					✓						✓
428	If actual value cannot be determined	Clause 5.23(1)	4	✓					✓					

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				A	B	C	D	NP	1	2	3	4	NR	
429	Repair or replace meter or component if actual value deemed	Clause 5.23(3)	4					✓						✓
430	Replace actual value with better quality actual or deemed value if available	Clause 5.24(1)	4					✓						✓
431	Replace deemed value with better quality actual or deemed value if available	Clause 5.24(2)	4					✓						✓
432	Replace estimated value with better quality actual, deemed or estimated value if available	Clause 5.24(3)	4					✓						✓
433	Request for estimated or substituted value	Clause 5.24(4)	4					✓						✓
434	Accuracy of estimated energy data	Clause 5.25	4					✓						✓
435	User to provide missing or incorrect customer attribute data	Clause 5.37	4					✓						✓
436	If election under subclause 5.28, the parties must undertake the activities prescribed	Clause 5.29	4					✓						✓
437	Agreement in relation to the network, which must deal with at least the matters prescribed.	Clause 5.30(1)	4					✓						✓
439	Notification of non-compliant meter	Clause 5.31(2)	4					✓						✓
440	Costs recovered may not exceed amount prescribed	Clause 5.34(2)	4					✓						✓
441	Prepare annual report to 30 June of metering services	Clause 5.37(1)(a)	4					✓	✓					
442	Provide report to the Minister and ERA at least 5 days before publishing	Clause 5.37(1)(b)	4					✓	✓					
443	Publish the report within 3 months of year end	Clause 5.37(1)(b)	4					✓	✓					
444	Prescribed information in annual report	Clause 5.37(2)	4					✓	✓					
445	Report separately for the specified classes of connection point	Clause 5.37(3)	4					✓	✓					
446	Retain metering records for at least 7 years after date published	Clause 5.38	4					✓	✓					

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				A	B	C	D	NP	1	2	3	4	NR
Part 6 – Documentation													
447	Network operator compliance with agreements, rules, etc.	Clause 6.1(1)	4	✓					✓				
448	User with access contract must comply with rules, procedures, agreements.	Clause 6.1(2)	4	✓					✓				
448A	Submit prescribed documents to ERA	Clause 6.2	4	✓					✓				
448B	Publish document within 10 business days of approval by ERA	Clause 6.18	4	✓								✓	
448C	Publish communication rules	Clause 6.19A(1)	4	✓						✓			
448D	Amendment of communication rules	Clause 6.19B(1)	4					✓				✓	
449	Amend document in accordance with ERA's final recommendation	Clause 6.20(4)	4					✓	✓				
450	Publish amended document.	Clause 6.20(5)	4					✓				✓	
Part 7 – Notes and confidential information													
451	Ensure Code participant can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number.	Clause 7.2(1)	4					✓				✓	
452	Notify contact details and any change within 3 business days	Clause 7.2(2)	4					✓				✓	
453	Notify contact details to a network operator within 3 business days after the request.	Clause 7.2(4)	4					✓	✓				
454	Notify network operator of any change to the contact details at least 3 business days before the change.	Clause 7.2(5)	4					✓	✓				
455	Protection of confidential information	Clause 7.5	4	✓					✓				
456	Comply with any disclosure required by the Code.	Clause 7.6(1)	4	✓					✓				
Part 8 – Dispute resolution													
457	Aim to resolve any dispute with Code Participants within 5 business days.	Clause 8.1(1)	4	✓								✓	
458	If a dispute is not resolved within 10 business days,	Clause 8.1(2)	4	✓								✓	

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
				A	B	C	D	NP	1	2	3	4	NR	
	refer dispute to senior management to meet and resolve			✓										
459	If the dispute is not resolved within a further 10 business days, refer to senior executive officer of each party to meet and resolve.	Clause 8.1(3)	4	✓										✓
460	If resolved, prepare a written and signed record of the resolution and adhere to the resolution.	Clause 8.1(4)	4	✓										✓
461	The disputing parties must at all times conduct themselves in a manner to achieve objectives	Clause 8.3(2)	4	✓										✓
Electricity Industry Network Quality and Reliability of Supply Code														
462	Electrical supply to customer complies with standards	Clause 5(1)	4	✓						✓				
463	Disconnection of supply	Clause 8	4	✓										✓
464	Maintain supply and minimise interruptions	Clause 9	4	✓										✓
465	Reduce effect of interruption on customer	Clause 10(1)	4	✓										✓
466	Action if a significant interruption	Clause 10(2)	4	✓										✓
467	Remedy disruptions	Clause 12(3)	4	✓						✓				
468	Average length of interruptions	Clause 13(2)	4	✓						✓				
469	Calculation of average length of interruptions	Clause 13(3)	4	✓						✓				
470	Provide affected customer free copy of any instrument issued by Minister or Code	Clause 14(8)	4						✓					✓
471	Modification of customer agreement	Clause 15(2)	4						✓					✓
472	Payment to customer within specific timeframe for failure to give required notice of planned interruption	Clause 18	4	✓										✓
473	Payment to a customer within a specific timeframe if a supply interruption exceeds 12 hours	Clause 19	4						✓					✓
474	Provide customers with information about applying for payments for failure to	Clause 21(1)	4						✓					✓

No. ¹	Brief Description	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating ² (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating (1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)					
				A	B	C	D	NP	1	2	3	4	NR	
	meet the requirements in sections 18 and 19													
475	Provide written notice to customers about applying for payments	Clause 21(2)	4					✓						✓
476	Provide written notice at least once a financial year	Clause 21(3)	4					✓						✓
477	Monitor operation of network to ensure compliance	Clause 23(1)	4	✓										✓
478	Keep records of compliance information	Clause 23(2)	4	✓										✓
479	Complete quality investigation requested by customer	Clause 24(3)	4					✓						✓
480	Report results of investigation to customer	Clause 24(4)	4					✓						✓
481	Make complaints information available at no charge	Clause 25(2)	4					✓	✓					
482	Complaint handling process must contain the specified information	Clause 25(3)	4	✓					✓					
483	Independent audit at least every 3 years or as specified by ERA	Clause 26(1) and (2)	4					✓						✓
483A	Publish audit report by 1 October	Clause 26(3) and (4)	4					✓						✓
483B	Provide audit report to Minister and ERA at least 7 days before publishing	Clause 26(5)	4					✓						✓
484	Annually prepare and publish performance report for each year ending on 30 June	Clause 27(1)	4	✓					✓					
485	Provide performance report to Minister and ERA at least 7 days before publishing	Clause 27(3)	4	✓					✓					

1.6 Detailed Audit Observations

No. ⁴	Licence Condition	Obligation Under Licence Condition	Description	Consequences (1=minor, 2=moderate, 3=major)	Likelihood (A=unlikely, B=probable, C=unlikely)	Inherent Risk (Low, Medium, High)	Adequacy of existing controls (S=strong, M=moderate, W=weak)	Audit Priority (1=highest, 5=lowest)	A brief description of the tests that will be undertaken to assess compliance with the licence condition
SUMMARY OF COMPLIANCE OBLIGATIONS									
LEGISLATION:									
ELECTRICITY INDUSTRY ACT 2004				Refer Compliance Obligations 101 to 113 as applicable. Refer Licence Conditions 114 to 128 as applicable					
REGULATIONS:									
ELECTRICITY INDUSTRY (OBLIGATION TO CONNECT) REGULATIONS 2005				Refer Compliance Obligations 72 to 77A as applicable					
ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005				Refer Compliance Obligations 78 to 100 as applicable					
ECONOMIC REGULATION AUTHORITY (LICENSING FUNDING) REGULATIONS 2014				Refer Compliance Obligation 105 as applicable					
CODES:									
CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL-USE CUSTOMERS 2022				Refer Compliance Obligations 129 to 316 as applicable					
ELECTRICITY INDUSTRY (METERING CODE) 2012				Refer Compliance Obligations 317 to 461 as applicable					
ELECTRICITY INDUSTRY (NETWORK QUALITY AND RELIABILITY OF SUPPLY) CODE				Refer Compliance Obligations 462 to 485 as applicable					

⁴ Number refers to the item reference in the Electricity Compliance Reporting Manual (February 2023)

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
ELECTRICITY INDUSTRY (OBLIGATION TO CONNECT) REGULATIONS (<i>applies to small use customers</i>⁹)							
72	Condition 4.1.1	Regulation 4	A distributor must attach, or connect, premises to a distribution system or provide a stand-alone power system for the supply of electricity to the premises if a retailer seeks to arrange with, or a customer applies to, the distributor to attach or connect the premises. The circumstances described in regulation 5(1) must be met for the distributor to be required to attach or connect the premises.	4	<p>EVE has a physical connection to Western Power's 22 kV distribution network. Electricity is procured by EVE from Perth Energy under an electricity supply agreement. Electricity is then retailed to EVE customers inside the microgrid.</p> <p>The customer metering arrangement is under a service agreement with Intellihub. Metering data is sent from Intellihub to EVE's billing and account management agent WINconnect (owned by Origin Energy). EVE oversee and provide new customer connections following advice and design from internal and external resources. Microgrid maintenance activities are conducted by contractor, Nilsen.</p> <p>The audit confirmed with the Network Operations Manager and the onsite visit that connections comply with this obligation. The connections procedure is documented in the <i>ZCE New Connections – Residential procedure</i> including online tracking to completion.</p>	A	1
73	Condition 4.1.1	Regulation 5 (5)	A distributor that decides to attach, or connect, premises to the distribution system to satisfy the obligation under regulation 4 must extend the distribution system to a suitable connection point.	4	As per obligation 72.	A	1

⁵ The number refers to the item reference in the Electricity Compliance Reporting Manual ERA – February 2023)

⁶ The highest priority areas (priority 1, 2 or 3) based on inherent risk and expected controls/processes are highlighted in **RED**.

⁷ Controls Rating Scale: A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed.

⁸ Compliance Rating Scale: 1=Compliant, 2=Non-compliant (minor impact), 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated.

⁹ A 'small use customer' is a customer who consumes not more than 160 megawatt hours of electricity per year.

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
74	Condition 4.1.1	Regulation 5(6)	The capacity and standard of an extension or a stand-alone power system must be adequate for the supply required and in accordance with accepted good industry practice as would be applied by a prudent distributor.	4	The audit confirmed with the Network Operations Manager and the onsite visit that the capacity and standard of the onsite extension is adequate for the supply required. The requirements are documented in the <i>Distribution Commissioning Manual – Connected Energy</i> .	A	1
75	Condition 4.1.1	Regulation 6	A distributor that decides to attach, or connect, premises to the distribution system to satisfy the obligation under regulation 4 must do so within a defined timeframe.	4	Under the <i>Electricity Industry (Obligation to Connect) Regulations 2005</i> , a distributor must complete the connection that is the subject of a new connection application, within 20 business days unless the customer has agreed to a different timeframe. As part of the sign-up process for new connections, customers acknowledge and agree to an 8-week (40 business days) timeframe for new connections. The connections procedure is documented in the <i>ZCE New Connections – Residential procedure</i> including online tracking to completion.	A	1
76	Condition 4.1.1	Regulation 7(1)	A distributor must energise premises in certain prescribed circumstances.	4	The audit confirmed with the Network Operations Manager that all new connections have a contract entered into and where connected, any request for energisation is completed within the same business day if requested before 3pm or by the next business day if after 3pm. The connections procedure is documented in the <i>ZCE New Connections – Residential procedure</i> including online tracking to completion.	A	1
77	Condition 4.1.1	Regulation 8	A distributor that is obliged to energise premises must do so within a defined timetable.	4	As per obligation 76.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
77A	Condition 4.1.1	Regulation 12(1)	A distributor that proposes to decommission a distribution system or a part of a distribution system must notify: a) the owner of each premises attached to the distribution system or part; and b) the owner of each premises in relation to which the requirement in sub regulation 5(1)(a) is satisfied in relation to the distribution system or part.	4	The Network Operations Manager confirmed that no parts of the distribution system have been decommissioned. Distribution only commenced in January 2025.	NP	NR
ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005							
79	Condition 4.1.1	Regulation 5	A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
80	Condition 4.1.1	Regulation 6	A non-standard contract must specify when it comes into effect and the period for which it has effect.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
81	Condition 4.1.1	Regulation 7	A non-standard contract must specify certain information about the retailer.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
82	Condition 4.1.1	Regulation 8	A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
83	Condition 4.1.1	Regulation 9	A non-standard contract must require the customer to pay for electricity supplied under the contract.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
84	Condition 4.1.1	Regulation 10	A non-standard contract must prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
85	Condition 4.1.1	Regulation 11	A non-standard contract must describe the circumstances under which a retailer has the right to disconnect supply and is required to reconnect supply.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
86A	Condition 4.1.1	Regulation 12	If a customer contract provides for a benefit change, the contract must state that the retailer is required to inform the customer, in the time period prescribed, the benefit change, the options for supply available after the date of the benefit change and describe the way in which the retailer must give that information to the customer.	4	The standard contract terms and conditions includes notification to the customer of any benefit change, the time period and how the information is provided to the customer.	A	1
87	Condition 4.1.1	Regulation 13	A non-standard contract must describe the prices payable and the circumstances in which the prices are payable, plus the way the retailer publishes and gives notice of variations to its prices information.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
88	Condition 4.1.1	Regulation 14	A non-standard contract must describe the procedures to be followed by the retailer in relation to the preparation, issue and review of customer bills.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
89	Condition 4.1.1	Regulation 15	A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
90	Condition 4.1.1	Regulations 16(1A), 16(2) and 34	A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent where the amendment is required for the contract to remain consistent with a written law. A non-standard contract must describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the customer of any amendment to the contract.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
91	Condition 4.1.1	Regulation 17	A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
92	Condition 4.1.1	Regulation 18	A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.	4	EVE does not currently have or offer non-standard contracts to customers. EVE's website does provide a link to a downloadable Complaints policy, with a direct Submit a Complaint page.	NP	NR
93	Condition 4.1.1	Regulation 19	A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially. The customer contract must specify that the retailer has a privacy policy and the customer can obtain a copy of the policy without charge.	4	EVE does not currently have or offer non-standard contracts to customers EVE's website does provide a link to a downloadable Privacy Policy.,	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
94	Condition 4.1.1	Regulation 20	A non-standard contract must specify the governing legislation, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
95	Condition 4.1.1	Regulation 21	A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
96	Condition 4.1.1	Regulation 32	A non-standard contract must include details about the cooling off period specified in the regulation.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
97	Condition 4.1.1	Regulation 33(2)	A non-standard contract must allow the customer to terminate the contract at any time with no less than 5 days' notice.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
98	Condition 4.1.1	Regulations 33(3) and (4)	A non-standard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
98A	Condition 4.1.1	Regulation 34A	A non-standard fixed term contract must detail the contract expiry date, customer options available for supply following expiry, the terms and conditions that apply after expiry and the way the retailer will provide the notification in the manner specified.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
98B	Condition 4.1.1	Regulation 34B	A non-standard contract for residential customer must not state that the residential customer is required to pay a security deposit.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
98C	Condition 4.1.1	Regulation 34C	A non-standard contract, entered into by a non-residential customer, is required to state whether the customer must pay a security deposit, how the amount of the security deposit is calculated, the maximum amount the retailer may request, when the retailer may use the security deposit to offset the amounts owed by the customer and when the retailer must repay the security deposit.	4	EVE does not currently have or offer non-standard contracts to customers.	NP	NR
99	EDL 10 Condition 6.2.1	Regulation 36	The distributor must determine, from time to time, the default supplier for each connection point that connects to a distribution system operated by the licensee (distributor).	4	For customers located in the SWIS who meet the contestability requirements, there are multiple retail suppliers. EVE has a contract with Perth Energy for the supply of electricity from the SWIS.	NP	1
100	Condition 6.8.1	Electricity Industry (Customer Contracts) Regulations, regulation 38	If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information.	4	All electricity supplies are managed by EVE as both the distributor and retailer. All supply of electricity is under the standard form contract and the customer has been provided with the specified information prior to the connection as per the <i>ZCE New Connections – Residential procedure</i> . Therefore, this is not rated.	NP	NR
ELECTRICITY INDUSTRY ACT 2004							
101	EDL10 Condition 5.3.1	Section 13(1)	A licensee must provide the ERA with a performance audit conducted by an independent expert acceptable to the	4	This is the first Performance Audit of EVE. This report will be provided to the ERA as required by the ERA.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			ERA, not less than once every 24 months.		This obligation is included in the <i>Register of action items and internal audit dates</i> .		
102	EDL10 Condition 5.1.1	Section 14(1)(a)	A licensee must provide for an asset management system.	4	This audit confirmed the licensee has an asset management system. This obligation is documented in the <i>Asset Management Plan – Connected Energy</i> (first issued 20 September 2024 and reviewed 30 July 2025).	A	1
103	EDL10 Condition 5.1.2 and 5.1.3	Section 14(1)(b)	A licensee must notify details of the asset management system and any substantial changes to it to the ERA.	4	The auditor confirmed with the Network Operations Manager, Regulatory Compliance Officer and field observations that no substantial changes have been made to the Asset Management System during the audit period.	NP	NR
104	EDL10 Condition 5.1.4	Section 14(1)(c)	A licensee must provide the ERA with a report by an independent expert about the effectiveness of its asset management system every 24 months, or such longer period as determined by the ERA.	4	This is the first Asset Management System Review of EVE. This report will be provided to the ERA as required by the ERA. This obligation is included in the <i>Register of action items and internal audit dates</i> .	A	1
105	EDL10 & ERL33 Condition 4.2.1	ERA (Licensing Funding) Regulations 2014	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i> .	3	The ERA invoice to EVE for the 2024 annual licence fee for EDL10 for \$2,732 had a due date of 31 August 2024. EVE paid 14 days after the due date. The breach was reported in the EVE Licence Compliance Annual Return FY25 to the ERA. No customers were affected by this non-compliance. The audit confirmed the other fees due to the ERA for the audit period have been paid. This obligation is included in the <i>Licence Obligations Compliance Register</i> . The payment due dates are now included in the <i>Register of action items and internal due dates</i> to ensure future compliance.	B	2

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					As this is a minor non-compliance and controls have been strengthened, no further recommendation is made.		
106	EDL10 & ERL33 Condition 4.1.1	Section 31(3)	A licensee must take reasonable steps to minimise the extent, or duration, of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.	4	<p>Through review of EVE's Emergency Management Plan and site interviews, the auditor confirmed that EVE maintains emergency response, incident response and business continuity management systems, which support its commitment to its customers to maintain continuity of supply and safe and secure operations.</p> <p>The audit confirmed by review of the ZCE Outages Register that EVE has taken reasonable steps to minimise any interruption to supply. In the audit period, there was one unplanned outage due to a cable fault and 3 unplanned outages due to Western Power supply interruptions. The Network Operations Manager confirmed that EVE managers are notified of significant disruptions as and when they occur.</p> <p>This obligation is documented in the above Plan.</p>	A	1
107	EDL10 & ERL33 Condition 4.1.1	Section 41(6)	A licensee must pay the costs of taking an interest in land or an easement over land.	4	The Retail & Customer Strategy Manager confirmed that EVE did not take any interests in land or easements over land.	NP	NR
108	Condition 6.4.1	Section 54(1)	A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract that complies with the Act.	4	<p>The Commercial Manager confirmed that EVE only supply electricity to small use customers under their standard form contract approved by the ERA.</p> <p>The WINconnect system has an inbuilt automatic process to send the customer contract after the connection request being raised and on the same day.</p>	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
109	Condition 6.6.1	Section 54(2)	A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified.	4	The Commercial Manager confirmed that there were no requests by the ERA to amend the standard form contract during the audit period.	NP	NR
110	Condition 6.7.1	Section 76	If a designation under section 71(1) of the Electricity Industry Act is in force, a licensee must perform the functions of a retailer of last resort and must carry out the supplier of last resort plan if it comes into operation under section 70 of the Electricity Industry Act.	4	This obligation is not rated as EVE is not a supplier of last resort.	NP	NR
111	Condition 6.1.1	Section 101	A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by, and compliant, with any decision or direction of the electricity ombudsman under the approved scheme.	4	The audit confirmed on the Energy and Water Ombudsman WA website that EVE is a member of the scheme. From review of the Distribution and Retail Complaints Registers for the audit period, there were no complaints referred to the Ombudsman.	NP	1
ELECTRICITY LICENCE CONDITIONS AND OBLIGATIONS							
114	Condition 6.3.1	Section 11	A licensee must ensure that an electricity marketing agent of the licensee complies with the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2022</i> .	4	ZCE engages Origin for any marketing and requires compliance with the <i>Code of Conduct</i> . There is no face to face marketing with customers. EVE has a contract with Origin that includes compliance with the Code of Conduct.	A	1
116	Condition 6.4.2	Section 11	A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified.	4	The Commercial Manager confirmed that there were no requests by the ERA to amend the standard form contract during the audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
117	Condition 6.4.3	Section 11	A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review.	4	As per obligation 116.	NP	NR
118	Condition 6.5.1	Section 11	A licensee can only amend the standard form contract with the ERA's approval.	4	The audit confirmed there have been no amendments to standard form contract approved by the ERA.	NP	NR
119	EDL10 & ERL33 Condition 4.3.1	Section 11	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.	4	The auditor reviewed the Financial Statement for 2024/25 for the ultimate holding company, Elemental Infrastructure Holdco Pty Ltd. The Financial Statement was audited by external accountants that confirmed the accounting records comply with accounting standards.	A	1
120	Condition 5.2.4	Section 11	A licensee must comply with any individual performance standards prescribed by the ERA.	4	The audit confirmed by review of the licences that no individual performance standards have been prescribed by the ERA per the Licence.	NP	NR
121	EDL10 Condition 5.1.5	Section 11	A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit.	4	Quantum Assurance was appointed with the ERA's approval to complete the performance audit for EVE for the period 2 August 2023 to 31 August 2025	NP	1
122	EDL10 & ERL33 Condition 4.4.1	Section 11	A licensee must comply, and must require the licensee's expert to comply, with the relevant aspects of the ERA's standard audit guidelines for an asset management system review.	4	Quantum Assurance was appointed with the ERA's approval to complete the asset management system review for EVE for the period 2 August 2023 to 31 August 2025	NP	1
123	EDL10 & ERL33 Condition 4.5.1	Section 11	In the manner prescribed, a licensee must notify the ERA, if it is under external administration or if there is a significant change in the circumstances that the licence was granted which may	4	The auditor confirmed by interview and review of Financial Statement for 2024/25 that EVE was not under external administration during the audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			affect the licensee's ability to meet its obligations.				
124	EDL10 & ERL33 Conditions 3.8.1 and 3.8.2	Section 11	A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.	4	<p>In accordance with the ERA's Electricity Compliance Manual, EVE is required to submit to the ERA:</p> <ul style="list-style-type: none"> • Annual performance reports no later than 31 August for the reporting year ending 30 June; and • Annual compliance reports by 31 August for the year ending 30 June. <p>The auditor reviewed EVE's correspondence with the ERA and the Compliance and Performance Reports for 2023/24 and 2024/25 and confirmed the reports had been submitted by the due dates.</p> <p>This obligation is included in the <i>Register of action items and internal due dates</i>.</p>	A	1
125	EDL10 & ERL33 Condition 5.3.2	Section 11	A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.	4	The Regulatory Compliance Officer confirmed that EVE was not required by the ERA to publish any information during the audit period.	NP	NR
126	EDL10 & ERL33 Condition 3.7.1	Section 11	All notices must be in writing, unless otherwise specified.	4	The auditor reviewed EVE's correspondence with the ERA in the audit period and confirmed compliance. All correspondence observed was in hardcopy letter or email.	NP	1
127	EDL10 Condition 6.9.1	Section 11	A distributor must create and maintain a Priority Restoration Register.	2	<p>The audit sighted the Priority Restoration Register that states the priorities for restoration after an unplanned outage. There are no customers on life support equipment.</p> <p>This obligation is included in the Licence Compliance Obligations Register.</p>	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
128	EDL10 Condition 6.9.3	Section 11	The Priority Restoration Register must comply with any criteria determined by the Minister.	2	The Minister has not advised any criteria that EVE's Priority Restoration Register has to comply with during the audit period. This obligation is included in the Licence Register.	A	NR
CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS 2022							
MARKETING							
129A	Condition 6.3.1	Code of Conduct Clause 8	A retailer must ensure that its electricity marketing agents comply with Part 2	4	EVE has a Service Order with Origin for external marketing. There are proven WINconnect/Origin processes in place to comply with the <i>Code of Conduct</i> .	A	1
130	Condition 6.3.1	Code of Conduct Clause 9(1)	A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 9(1).	4	The Retail & Customer Strategy Manager confirmed that all customers have entered into the standard form contract. The standard form contract is available on the EVE website. The audit confirmed the standard form contract is completed and provided to customers within 5 business days of being entered into.	A	1
131	Condition 6.3.1	Code Clause 9(2) Section 82	Subject to subclause 9(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 9(2) no later than on, or with, the customer's first bill.	4	The standard form contract has been approved by the ERA and includes the required information. The audit confirmed that all customers are on the standard form contract. The specified information is provided with the first customer bill. This is part of the <i>New Connections procedure</i> .	A	1
132	Condition 6.3.1	Code of Conduct Clause 10(1)	A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			the contract is provided as specified, in clause 10(1).				
133	Condition 6.3.1	Code of Conduct Clause 10(2)	A retailer or electricity marketing agent must ensure that the information specified in subclause 10(2) is provided to the customer before entering into a non-standard contract.	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
133A	Condition 6.3.1	Code of Conduct Clause 10(3)	If subclause (4) applies, when a customer enters into a nonstandard contract with a retailer, the retailer or an electricity marketing agent must give the information specified in clause 10(3)	4	EVE does not currently have or offer non-standard contracts to customers	NP	NR
135	Condition 6.3.1	Code of Conduct Clause 10(5)	Subject to subclause 10(4), a retailer or electricity marketing agent must obtain the customer's verifiable confirmation that the specified information in subclause 10(2) has been provided.	4	The audit confirmed that EVE only provide standard contracts to customers so this obligation is not rated.	NP	NR
136	Condition 6.3.1	Code of Conduct Clause 11(1)	A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers of the retailer and that any prices that exclude concessions are disclosed.	4	The EVE webpage "Concessions and Rebates" provides information and links to customers re their eligibility and how to apply to government agencies for concessions .	NP	1
137	Condition 6.3.1	Code of Conduct Clause 11(2)	A retailer or electricity marketing agent must provide contact details, including their telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business hours for the purposes of enquiries, verifications and complaints.	4	The EVE Customer Service contact details including the general enquiries telephone number are published on EVE's website, business hours published are 9am to 5pm weekdays.	NP	1
138	Condition 6.3.1	Code of Conduct	A retailer or electricity marketing agent must, on request, provide a customer	4	The Retail & Customer Strategy Manager confirmed that the specified contact numbers would be provided	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
		Clause 12(1)	with the information specified in subclause 12(1).		upon request from a customer. There were no requests from customers for the complaint's telephone number in the audit period.		
139	Condition 6.3.1	Code of Conduct Clause 12(2)	<p>A retailer or electricity marketing agent who meets with a customer face to face must:</p> <ul style="list-style-type: none"> display a clearly visible and legible identity card showing the information specified in subclause 12(2)(a); and provide the written information specified in subclause 12(2)(b) as soon as practicable following a request by the customer. 	4	The Retail & Customer Strategy Manager confirmed there has been no customer face to face marketing	NP	NR
140	Condition 6.3.1	Code of Conduct Clause 13	A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clearly visible signs indicating that canvassing is not permitted at the premises, or no advertising is to be left at the premises.	4	The Retail & Customer Strategy Manager confirmed there has been no customer face to face marketing	NP	NR
			CONNECTION				
143	Condition 6.3.1	Code of Conduct Clause 18(1)	If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the distributor.	4	As EVE is both the retailer and the distributor, notification of the customers' request for the connection always occurs at the same time. This obligation is documented in the ZCE New Connections Procedure.	A	1
144	Condition 6.3.1	Code of Conduct	A retailer must forward the customer's request for the Connection to the relevant distributor that same day, if	4	As per obligation 143. The timeframes are also documented in the Small use customer timeframes procedure.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
		Clause EVE 18(2)	the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.				
			BILLING				
145	Condition 6.3.1	Code of Conduct Clause 19.1	A retailer must issue a bill, at least once every 100 days except for the circumstances specified in subclause 19(2).	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days. Review a sample of 10 bills over the audit period confirmed compliance.	A	1
146A	Condition 6.3.1	Code of Conduct Clause 20(1)	A retailer must not place a customer on a shortened billing cycle unless subclause 20(2) applies.	4	The Retail & Customer Strategy Manager confirmed that no customers were placed on a shortened billing cycle.	NP	NR
148	Condition 6.3.1	Code of Conduct Clause 20(3)	A retailer must give a customer notice with the information specified in 20(3) within 10 business days after placing the customer on a shortened billing cycle under subclause 20(2)..	4	As per obligation 146A	NP	NR
149	Condition 6.3.1	Code of Conduct Clause 20(4)	A retailer must ensure that a shortened billing cycle under subclause 20(2) must be at least 10 business days.	4	As per obligation 146A.	NP	NR
150	Condition 6.3.1	Code of Conduct Clause 20(5)	On request, a retailer must return a customer who is subject to a shortened billing cycle under subclause 20(2), to the billing cycle that previously applied if the customer has paid 3 consecutive bills by the due date.	4	As per obligation 146A.	NP	NR
151	Condition 6.3.1	Code of Conduct	A retailer must inform a customer, who is subject to a shortened billing cycle	4	As per obligation 146A.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
		Clause 20(6)	under subclause 20(2), at least every 3 months about the conditions upon which the customer can upon request be returned to the previous billing cycle under subclause 20(6). .				
155A	Condition 6.3.1	Code of Conduct Clause 21(1)	In addition to any information required to be included on a customer's bill under another provision of this code, a retailer must include the information set out in subclauses 21(2), (3), (4), (5) and (6).	4	The audit confirmed from review of a sample of 10 invoices that the required information is included on bills. The required information is part of the standard billing templates.	A	1
156	Condition 6.3.1	Code of Conduct Clause 21(9)	If a retailer wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, no later than the next bill in the customer's billing cycle.	4	The audit confirmed from review of a sample of 10 invoices that customers with historical debts are advised of this on each bill. The required information is part of the standard billing templates.	A	1
157A	Condition 6.3.1	Code of Conduct Clause 22(1)	A retailer must base a customer's bill on the criteria specified in 22(1).	4	The audit confirmed from review of a sample of 10 invoices that billing is based on the metering reading at the supply address. Staff follow Origin Knowledge Base embedded processes regarding billing based on meter readings.	A	1
157B	Condition 6.3.1	Code of Conduct Clause 22(2)	A bill will be taken to comply with subclause 21(1)(a) if the bill reflects a smoothing or similar arrangement that has been entered into between the retailer and the customer.	4	The Retail & Customer Strategy Manager confirmed that no customers were on bill smoothing arrangement in the audit period.	NP	NR
158	Condition 6.3.1	Code of Conduct Clause 22(3)	If a retailer is required to comply with subclause 22(1)(a), the retailer must use its best endeavours to ensure that an	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			actual value is obtained as frequently as required to prepare its bills.		Staff follow Origin Knowledge Base embedded processes regarding billing timing.		
158A	Condition 6.3.1	Code of Conduct Clause 22(4)	The retailer must ensure that the customer is provided with a written record of any method agreed between the retailer and the customer under subclause 22(1)(c)	4	EVE does not use non-standard contracts.	NP	NR
160	Condition 6.3.1	Code of Conduct Clause 23(1)	A retailer has based a customer's bill on an estimate, a retailer must clearly specify on the bill the information required under subclause 23(1).	4	<p>The Retail & Customer Strategy Manager confirmed that some bills include estimated consumption for a small number of intervals where actual meter data was not available. The use of estimated readings is shown on the bill. The audit sighted an estimated bill that included the statement "This bill is based on an estimation. We couldn't read your meter this time, so we've estimated your bill. By submitting your own meter read before the due date, you can request a new bill based on your reading. Call us to submit your read and for more information on how to read your meter and submit your reading."</p> <p>No customers have contacted EVE regarding the use of estimated data, nor have any requested an explanation for the estimate.</p> <p>Staff follow Origin Knowledge Base embedded processes regarding billing estimates and enquiries.</p>	A	1
161	Condition 6.3.1	Clause 23(2)	On request, a retailer must provide a customer of the basis and the reason for the estimation.	4	The Retail & Customer Strategy Manager confirmed that EVE did not receive any customer requests with respect to estimation over the audit period.	NP	NR
163	Condition 6.3.1	Code of Conduct Clause 24(2)	If a customer satisfies the requirements specified in subclause 24(1), a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading.	4	The Retail & Customer Strategy Manager confirmed that EVE did not estimate a customer's bill due to restricted meter access over the audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
166	Condition 6.3.1	Code of Conduct Clause 25(2)	If a retailer offers alternative tariffs and a customer meets the circumstances in subclause 25(1)(a) and (b), the retailer must transfer the customer to the other tariff within 10 business days of the customer satisfying subclause 25(1)(b).	4	EVE does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract. If alternate tariffs were to be offered, the procedure is documented in the Standard Form Contract.	A	NR
166A	Condition 6.3.1	Code of Conduct Clause 25(3)	If a customer transfers from one tariff to another under clause 25, the effective date is as subscribed under subclause 25(3).	4	As per obligation 166.	A	1
167	Condition 6.3.1	Code of Conduct Clause 26(2)	If a customer is no longer eligible to receive a tariff, a retailer must notify the customer prior to changing the customer to another tariff.	4	As per obligation 166.	A	1
171	Condition 6.3.1	Code of Conduct Clause 27(1)	If a customer, after receiving a bill, disputes the amount to be paid, the retailer must review the bill on request by the customer, subject to the customer paying: <ul style="list-style-type: none"> that portion of the bill under review that the customer and the retailer agree is not in dispute. an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute). 	4	The Retail & Customer Strategy Manager confirmed that no bill reviews for customers have been requested in the audit period. Staff follow Origin Knowledge Base embedded processes regarding billing enquiries.	A	NR
172	Condition 6.3.1	Code of Conduct, Clause 27(2)(a)	If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the outstanding amount(if any).	4	The Retail & Customer Strategy Manager confirmed there were no formal requests for bill reviews in the audit period. The right of a customer to obtain a meter test/data dispute resolution is covered under Standard-Form-	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			The retailer must advise the customer that the customer may request for a meter test and also the existence and operation of the retailer's standard complaints and dispute resolution procedures and details about making a complaint to the electricity industry ombudsman.		Contract---ERL033--Eglinton-Village-Energy-Pty-Ltd in the ""Small Print"" Page. The Complaints Handling Policy is available on the EVE website. The EVE web page "understanding your bill provides the telephone numbers to call EVE and the Ombudsman.		
173	Condition 6.3.1	Code of Conduct Clause 27(2)(b)	If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must comply with clause 29 or 30 as the case requires and may require the customer to pay the amount (if any) of the bill that is outstanding.	4	There were no formal requests for bill review in the audit period and no complaints requiring meter testing were recorded in the Retail and Distribution Complaints Registers for the audit period.	NP	NR
174	Condition 6.3.1	Code of Conduct Clause 27(3)	A retailer must inform a customer of the outcome of the review of a bill as soon as practicable after it is completed. .	4	The Retail Complaints Register process ensures dates are maintained and checked as part of an internal audit process. There were no requests for bill reviews in the audit period. The required timeframes are stated in the Complaints Handling Policy and Procedure.	A	NR
175	Condition 6.3.1	Code of Conduct, Clause 27(4)	If a retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must notify the customer with notification of the status of the review as soon as practicable after the expiration of that period. .	4	Complaints are recorded in the Retail Complaints Register. There were no complaints requiring review of a bill during the audit period. The required timeframes are stated in the Complaints Handling Policy and Procedure. <i>An improvement is that whilst the dates are provided in the Registers' headings, the complaint acknowledgement date of less than 10 working days should be stated in the Registers' headings.</i> The required timeframes are stated in the Complaint Handling Procedure.	B	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
175A	Condition 6.3.1	Code of Conduct Clause 28(1)	If a customer, after receiving a bill, requests that the energy data be checked or the meter be tested, the retailer must arrange for a check of the energy data or testing of the meter (as the case requires).	4	The right of a customer to obtain a meter test/data dispute resolution is covered under Standard-Form-Contract--ERL033--Eglinton-Village-Energy-Pty-Ltd in the "Small Print" Page. Although difficult to locate EVE's website does provide a test and audit page for customers to submit a meter test request. EVE's website also provides a "Fees and Charges" page describing fees encumbered with meter test/data dispute resolution. <i>An improvement is to improve the webpage location for customers to request a meter test under Billing.</i> There were no complaints requiring meter testing recorded in the Retail or Distribution Complaints Registers for the audit period. The procedure is documented in the Energy Data, Energy Data Verification and Test/Audit Requests procedure.	A	1
175B	Condition 6.3.1	Code of Conduct Clause 28(3)	If the energy data is checked and found to be incorrect or the meter is tested and found to be defective, the retailer must refund any payment made under subclause 28(2).	4	As per obligation 175A. The procedure is documented in the Energy Data, Energy Data Verification and Test/Audit Requests procedure and includes refund of any testing fees if the energy data is incorrect or the meter is defective.	A	1
176	Condition 6.3.1	Code of Conduct, Clause 29(1)	If a retailer proposes to recover an amount undercharged as a result of an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), a retailer must do so in the manner specified in subclause 29(1).	4	There were no complaints recorded in the Retail Complaints Register related to undercharges in the audit period. The procedure is documented in the Standard-Form-Contract.	A	NR
177	Condition 6.3.1	Code of Conduct,	If a customer (including a customer who has vacated the supply address) has been overcharged the retailer must:	4	There were no complaints recorded in the Retail Complaints Register for overcharges related to this obligation in the audit period.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
		Clause 30(1)	<ul style="list-style-type: none"> use its best endeavours to inform the customer of the amount overcharged within 10 business days after the retailer becomes aware of the overcharging, and subject to this clause ask the customer for instructions for the credit or repayment of the amount 		<p>This obligation is documented in the Standard Form Contract.</p> <p>The procedure for weekly review and contact with the customer for any overcharges, overpayments and credit adjustments is included in the ZCE Finance standard operating procedures. This includes reviewing any credit balances or overpayments in closed accounts and contacting the customer within the required timeframe to arrange refund of the credit balance.</p>		
178	Condition 6.3.1	Code of Conduct Clause 30(2)	If a retailer receives instruction under subclause 30(1), the retailer must deal with the amount overcharged in accordance with the customer's instructions within 12 business days after receiving the instructions.	4	As per obligation 177.	A	NR
179	Condition 6.3.1	Code of Conduct Clause 30(3)	If a retailer does not receive instructions under subclause 30(1) within 5 business days after making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's next bill.	4	As per obligation 177.	A	NR
181	Condition 6.3.1	Code of Conduct Clause 30(6)	Despite subclauses 30(1) to (5), if a customer has been overcharged and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the amount overcharged to off-set the debt	4	As per obligation 177.	A	NR
181A	Condition 6.3.1	Code of Conduct Clause 30(7)	Subclause 30(6) does not apply if the customer is a customer experiencing financial hardship.	4	There were no complaints recorded in the Retail Complaints Register for overcharges related to this obligation in the audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					EVE's website does have the Payment Assistance and Financial Hardship Policy - Connected Energy available publicly for customers.		
181B	Condition 6.3.1	Code of Conduct Clause 30(8)	If there remains an amount in credit after a set-off under subclause 30(6), the retailer must deal with the amount in accordance with subclauses 30(1) to (4) (depending on the amount that remains in credit).	4	There were no complaints recorded in the Retail Complaints Register for overcharges related to this obligation in the audit period. EVE's website does have the Payment Assistance and Financial Hardship Policy - Connected Energy available publicly for customers.	NP	NR
183A	Condition 6.3.1	Code of Conduct Clause 31(1)	If a customer requests the retailer to arrange for the preparation and issue of a final bill for the customer's supply address, the retailer must use its best endeavours to arrange for a meter reading and the preparation and issue of a final bill for the supply address in accordance with the customer's request.	4	The Retail & Customer Strategy Manager confirmed that no final bills were issued in the audit period. Billing only commenced from January 2025. The customer requests preparation for Move Out via EVE's website https://eglintonvillageenergy.com.au/residential-moving-out . The procedure is documented in <i>the Final Billing Procedure</i> . The procedure for weekly review and contact with the customer for any overcharges, overpayments and credit adjustments is included in the ZCE Finance standard operating procedures. This includes reviewing any credit balances or overpayments in closed accounts and contacting the customer within the required timeframe to arrange refund of the credit balance.	A	NR
183B	Condition 6.3.1	Code of Conduct Clause 31(2)	Unless subclause 31(4) applies, if a customer's account is in credit at the time of the account closure, a retailer must, at the time of the final bill, ask the customer for instructions to transfer the credit amount either to another account the	4	As per obligation 183A.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			customer has or will have with the retailer, or a bank account nominated by the customer.				
183C	Condition 6.3.1	Code of Conduct Clause 31(3)	The retailer must, in accordance with the customer's instructions under subclause 31(2), transfer the amount of the credit within 12 business days after receiving the instructions or another period agreed with the customer.	4	As per obligation 183A.	NP	NR
183D	Condition 6.3.1	Code of Conduct Clause 31(4)	If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may, after giving notice to the customer, use the credit to set-off the debt.	4	As per obligation 183A.	NP	NR
183E	Condition 6.3.1	Code of Conduct Clause 31(5)	If after a set-off under subclause 31(4), there remains an amount of credit, the retailer must deal with the amount in accordance with subclauses (2) and (3).	4	As per obligation 183A.	NP	NR
184A	Condition 6.3.1	Code of Conduct Clause 32(1)	Despite any other arrangement or agreement that may be in place between the retailer and the customer in relation to paying bills, the retailer must allow the customer who has entered into a standard form contract to choose to receive bills, by post as paper bills or by email sent to an email address provided by the customer.	4	This obligation is documented in the Standard-Form-Contract--ERL033--Eglinton-Village-Energy-Pty-Ltd. that is completed by all customers.	A	1
			PAYMENT				
187	Condition 6.3.1	Code of Conduct Clause 33	The date by which a bill must be paid must not be earlier than 12 business days from the bill issue date.	4	The audit confirmed by review of a sample of 10 bills that the due date on the bill is at least 12 days from the date issued.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					This obligation is documented in the Standard-Form-Contract---ERL033--Eglinton-Village-Energy-Pty-Ltd.		
188	Condition 6.3.1	Code of Conduct Clause 34	A retailer must accept payment for a bill prescribed in subclause 34(1)	4	<p>Through review of EVE's website and sample of 10 customer bills, it was noted that payment options available to customers include:</p> <ul style="list-style-type: none"> • Pay by Direct Debit • Pay by Phone • Pay by BPAY • Pay in Person at a payment outlet located within the Local Government District of the customers supply address (BillPay) • Pay by Centrepay • Pay by Cheque • Pay by mail. <p>This obligation is documented in the Payment Options on the EVE website.</p>	A	1
190	Condition 6.3.1	Code of Conduct Clause 35(1), (2) and (3)	A retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. The amount of \$20 is the minimum amount that a retailer will be required to accept from a customer (although a retailer may accept lower amount if it thinks fit).	4	The Retail & Customer Strategy Manager confirmed no customers have requested EVE to receive payments in advance over the audit period. EVE does accept payments in advance.	NP	NR
190A	Condition 6.3.1	Code of Conduct Clause 35 (4), (5) and (6)	A retailer may determine an amount (a maximum credit amount) that a customer's account may be in credit and must publish the maximum credit amount on its website. The maximum credit amount must not be less than \$100.	4	The maximum credit amount of \$100 credit is published on the EVE website and stated in EVE's Standard Form Contract.	NP	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
191A	Condition 6.3.1	Code of Conduct Clause 36	A retailer must redirect a customer's bill to a different address (including an email address or a different email address) on the customer's request and at no charge.	4	The audit confirmed that EVE's website provides a telephone number on its website for customers to update their contact details. The Retail & Customer Strategy Manager confirmed there is no charge to redirect a customer's bill.	NP	1
192	Condition 6.3.1	Code of Conduct Clause 37(1)	A retailer must not charge a residential customer a late payment fee in connection with the payment of a bill in connection with the payment of a bill the circumstances specified in subclause 37(1)	4	The Retail & Customer Strategy Manager confirmed that EVE does not charge late payment fees.	NP	NR
193	Condition 6.3.1	Code of Conduct Clause 37(2)	If a retailer has charged a late payment fee in the circumstances set out in subclause 37(1)(c)(ii) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill (unless the fee is payable under subclause 37(3).	4	As per obligation 192.	NP	NR
193A	Condition 6.3.1	Code of Conduct Clause 37(3)	If a complaint referred to in subclause 37(1)(c) is not resolved in favour of the customer any later payment fee must be calculated from the date of the retailer's or the electricity industry ombudsman's decision (as the case may be).	4	As per obligation 192.	NP	NR
194	Condition 6.3.1	Code of Conduct Clause 37(4)	A retailer must not charge an additional late payment fee in relation to the same bill within 5 business days after the day on which the customer receives the previous late payment fee notice.	4	As per obligation 192.	NP	NR
195	Condition 6.3.1	Code of Conduct	A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than	4	As per obligation 192.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
		Clause 37(5)	12 late payment fees in 12 month period..				
196	Condition 6.3.1	Code of Conduct Clause 37(6)	If a residential customer has been assessed as a customer experiencing being in financial hardship, a retailer must retrospectively waive any late payment fee charged under the customer's last bill before the assessment was made.	4	As per obligation 192.	NP	NR
197	Condition 6.3.1	Code of Conduct Clause 38(1)	A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 38(1).	4	The Retail & Customer Strategy Manager confirmed there were no instances of EVE requiring a customer to pay for electricity after being notified of vacating their supply address in the audit period.	NP	NR
198	Condition 6.3.1	Code of Conduct Clause 38(2)	If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate the supply address, the retailer must not require the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer.	4	The Retail & Customer Strategy Manager confirmed there were no instances of customers being evicted or required to vacate a supply address in the audit period.	NP	NR
199	Condition 6.3.1	Code of Conduct Clause 38(4)	Despite subclauses 38(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 38(4).	4	The Retail & Customer Strategy Manager confirmed there were no instances of customers being evicted or required to vacate a supply address in the audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
200	Condition 6.3.1	Code of Conduct Clause 39(1)	A retailer must not commence proceedings to recover a debt from a residential customer who has informed the retailer in accordance with clause 40 that they are experiencing payment problems, unless and until the retailer has complied with all the requirements of clause 40 and (if applicable) clause 40; and while a residential customer continues to make payments under an alternative payment arrangement under Part 6.	4	The Retail & Customer Strategy Manager confirmed there were no instances of proceedings to recover any customer debts in the audit period.	NP	NR
201	Condition 6.3.1	Code of Conduct Clause 39(2)	A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.	4	The Retail & Customer Strategy Manager confirmed there were no instances of proceedings to recover any customer debts in the audit period.	NP	NR
201A	Condition 6.3.1	Code of Conduct Clause 39(3)	A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, if the retailer obtains the other customer's verifiable consent to the transfer.	4	The Retail & Customer Strategy Manager confirmed there were no instances of customers requesting a transfer of debt in the audit period. This obligation is documented in the Standard-Form-Contract.	A	NR
			PAYMENT ASSISTANCE				
202	Condition 6.3.1	Code of Conduct Clause 40(1)	Unless subclause 40(2) or (5) applies, If a customer informs a retailer that the customer is experiencing payment problems, the retailer must assess whether the residential customer is experiencing financial hardship within 5 business days.	4	The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025. EVE offers a Payment Extension or Payment Plan to customers seeking additional time to pay and details for this option are on EVE's website. The telephone	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					contact number is on the Payment Extensions and Plans website. This obligation is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .		
203	Condition 6.3.1	Code of Conduct Clause 40(3)	When undertaking an assessment under subclause 40(1), a retailer must give reasonable consideration to the information prescribed in subclause 40(3)(a), or advice prescribed in subclause 40(3)(b), given by a relevant consumer representative.	4	As per obligation 202. Consideration would be given to any information provided by the customer and any advice from a consumer representative. This obligation is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .	A	NR
204	Condition 6.3.1	Code of Conduct Clause 40(4)	Upon request, a retailer must advise a residential customer of the outcome of an assessment including the reasons for the outcome of the assessment under subclause 40(1).	4	As per obligation 202. The obligation to advise a customer of the outcome of a payment assistance request and the reasons is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .	A	NR
204A	Condition 6.3.1	Code of Conduct, clause 40(5)	A retailer is not required to undertake an assessment under subclause 40(1) if the retailer has previously undertaken an assessment in relation to the customer unless the customer has indicated that there has been a change in their circumstances since that previous assessment.	4	As per obligation 202. The obligation to undertake a subsequent assessment due to a change in customer circumstances is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .	A	NR
211	Condition 6.3.1	Code of Conduct Clause 41(1)(a)	A retailer must offer the residential customer additional time to pay a bill.	4	The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025. EVE offers a Payment Extension or Payment Plan to customers seeking additional time to pay and details for this option are on EVE's website. The telephone contact number is on the Payment Extensions and Plans website.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					This obligation is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .		
212	Condition 6.3.1	Code of Conduct Clause 41(1)(b)	A retailer must offer the residential customer a payment plan for the amount owing	4	As per obligation 211	A	NR
212A	Condition 6.3.1	Code of Conduct, clause 41(3)	A retailer must offer a residential customer who is assessed as experiencing financial hardship at least a payment plan and assistance in accordance with clause 45 without the need for the customer to make a request.	4	<p>The Retail & Customer Strategy Manager confirmed that no customers were assessed as experiencing financial hardship. The electricity services commenced in January 2025.</p> <p>EVE offers a Payment Extension or Payment Plan to customers seeking additional time to pay and details for this option are on EVE's website. The telephone contact number is on the Payment Extensions and Plans website.</p> <p>The obligation to offer a customer assessed as experiencing financial hardship without a formal hardship assistance request is documented in the <i>Payment Assistance and Financial Hardship Policy</i>.</p>	A	NR
213	Condition 6.3.1	Code of Conduct Clause 43(1)	A retailer must ensure that a payment plan for a residential customer is fair and reasonable taking into account the information in subclause 43(1)(a) and b(1)(b)	4	<p>The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025.</p> <p>The obligation to provide a payment plan that is fair and reasonable is documented in the <i>Payment Assistance and Financial Hardship Policy</i>.</p>	A	NR
213A	Condition 6.3.1	Code of Conduct, clause 43(2)	A retailer must, in relation to a residential customer for whom a payment plan is being considered, offer the customer assistance to manage their bills for ongoing consumption during the period of the payment plan.	4	The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					The obligation to offer assistance for ongoing consumption, such as energy efficiency information, is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .		
214	Condition 6.3.1	Code of Conduct Clause 43(5)	If a residential customer accepts a payment plan offered by a retailer, the retailer must provide the residential customer with the information specified in subclause 43(5)	4	The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025. The Payment Assistance and Financial Hardship Policy published on 31 December 2025 outlines the process and the provision of the required information. This is supported by EVE procedures.	A	NR
214A	Condition 6.3.1	Code of Conduct, clause 44(1)	A retailer must review a payment plan at the request of a residential customer	4	The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025. The obligations to review a payment plan, make any variation and advise the customer is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .	A	NR
214B	Condition 6.3.1	Code of Conduct, clause 44(3)	The retailer must offer to vary a payment plan if a review under subclause 44(1) indicates that the customer is unable to meet obligations under the payment plan.	4	As per obligation 214A.	A	NR
214C	Condition 6.3.1	Code of Conduct, clause 44(4)	The retailer must, within 5 business days after the customer accepts an offer to vary the payment plan, provide the customer with information that clearly explains, and assists the customer to understand, the variation.	4	As per obligation 214.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
214D	Condition 6.3.1	Code of Conduct, clause 44(5)	The retailer must not vary a payment plan without the customer's agreement.	4	The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025. The obligation for a customer to agree with a payment plan and the specific variation is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .	A	NR
214E	Condition 6.3.1	Code of Conduct, clause 44(6)	An agreement under subclause 44(5) must relate to the particular variation rather than under a general agreement to future variations.	4	As per obligation 214D.	A	NR
215	Condition 6.3.1	Code of Conduct Clause 45(1)	A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative for the customer, for a reduction of the customer's fees, charges or debt.	4	The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025. The obligation to consider any request for a reduction of fees, charges or debt and to consider the Hardship Policy. is documented in the <i>Payment Assistance and Financial Hardship Policy</i> .	A	NR
216	Condition 6.3.1	Code of Conduct Clause 45(2)	In acting under subclause 45(1), a retailer must take into account its hardship policies and procedures under clause 46.	4	As per obligation 215.	A	NR
218	Condition 6.3.1	Code of Conduct, clause 45(3)	A retailer must advise a customer experiencing financial hardship of the information specified in subclause 45(3).	4	The Retail & Customer Strategy Manager confirmed that no customers informed EVE of any payment problems. The electricity services commenced in January 2025. The Payment Assistance and Financial Hardship procedures outlines the process and the provision of the required information.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
220	Condition 6.3.1	Code of Conduct Clause 46(1)	A retailer must develop, maintain and implement a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer.	4	The audit sighted the <i>Payment Assistance and Financial Hardship Policy</i> (issued 11/4/2024) on the EVE website. The Policy is supported by <i>Financial Hardship training in the WINconnect Collections training</i> .	A	1
221	Condition 6.3.1	Code of Conduct Clause 46(2)	A retailer must ensure that its hardship policy complies with the criteria specified in subclause 46(2).	4	The audit reviewed the Payment Assistance and Financial Hardship Policy and confirmed compliance with the information in subclause 46(2), except there was no telephone number for services that can assist customers with a speech or hearing impairment. The Regulatory Compliance Officer advised that the ERA has requested EVE on 7 August 2025 to review its Financial Hardship policy and seek input/feedback from community representative organisations versed in dealing with financial hardship matters. EVE has completed the update and has submitted revised Hardship Policy including the number for hearing impaired customers to contact EVE. This obligation is included in the Licence Compliance Obligations Register. <u>Recommendation 1/2025</u> <i>As planned by December 2025, the Payment Assistance and Financial Hardship Policy should be updated to include a telephone number for services that can assist customers with a speech or hearing impairment. The updated policy should be provided to the ERA to approve and include on the ERA's website.</i>	B	2

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
222	Condition 6.3.1	Code of Conduct Clause 46(3)	A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 46(3).	4	The audit reviewed the Payment Assistance and Financial Hardship procedures and confirmed compliance with the requirements in subclause 46(3).	A	1
223A	Condition 6.3.1	Code of Conduct Clause 46(4)	A retailer must consult with relevant consumer representatives whenever the retailer is developing a hardship policy or procedure or making material amendment to its hardship policy.	4	The Retail & Customer Strategy Manager confirmed that input and feedback was sought and received from Western Australia Council of Social Service in February 2023 for the Financial Hardship Policy used for the Eglinton Village licence application which was approved by the ERA on 2 August 2023).	NP	1
223B	Condition 6.3.1	Code of Conduct Clause 46(5)	A retailer must provide a copy to the ERA of: <ul style="list-style-type: none"> its hardship policy, and a copy of the policy if the retailer makes a material amendment. 	4	EVE advised that the Payment Assistance and Hardship Policy was provided to the ERA as part of the licence application approved on 2 August 2023. This obligation is included in the Licence Compliance Obligations Register.	A	1
225	Condition 6.3.1	Code of Conduct Clause 46(6)	If directed by the ERA, a retailer must review its hardship policy and hardship procedures in consultation with relevant consumer representatives for the purposes of the review and submit the results of that review to the ERA within the period specified by the ERA.	4	The ERA requested EVE to review its Financial Hardship Policy on 7 August 2025. The Regulatory Compliance Officer confirmed the Policy was reviewed, including consultation with a community organisation, and revised policy was submitted to the ERA. It was published on 31 December 2025 on the website.	A	1
228	Condition 6.3.1	Code of Conduct Clause 47	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	4	EVE does not have any business customers.	NP	NR
			DISCONNECTION				

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
229	Condition 6.3.1	Code of Conduct Clause 48	Before arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a written notice (a reminder notice), which contains the information specified in subclause 48(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 48(1)(c).	4	The Retail & Customer Strategy Manager confirmed EVE did not have any disconnections for failure to pay a bill in the audit period. The audit sighted an example of the reminder and warning notices for disconnections that contain the required information and give 20 days to pay from the date the bill is issued. The procedure re disconnection is set out in the Standard-Form-Contract and the <i>Electricity Disconnections and Reconnections Procedure</i> .	A	NR
230	Condition 6.3.1	Code of Conduct Clause 49(a)	A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 49(a)	4	The Retail & Customer Strategy Manager confirmed EVE did not have any disconnections for failure to pay a bill in the audit period. The procedure re disconnection is set out in the Standard-Form-Contract and the <i>Electricity Disconnections and Reconnections Procedure</i> .	A	NR
231	Condition 6.3.1	Code of Conduct Clause 50(2)	A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill within 15 business days from the date of disconnection of that customer's gas supply when the circumstances specified in subclause 50(1)(a) apply.	4	There were no dual fuel contracts during the audit period.	NP	NR
232	Condition 6.3.1	Code of Conduct Clause 51(2)	If the conditions specified in subclause 51(1) are satisfied, a retailer may arrange for the disconnection of a customer's supply address for denying access to the meter..	4	The Network Operations Manager confirmed EVE did not have any disconnections for denying access to the meter during the audit period. EVE state they will only disconnect on the grounds of emergency, safety, illegal activity etc., or non-payment. The procedure re disconnection due to denial of access to a meter is set out in the Standard-Form-	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					Contract and the <i>Electricity Disconnections and Reconnections Procedure</i> .		
232A	Condition 6.3.1	Codde of Conduct, clause 51(4)	A retailer may arrange for the disconnection of a customer's supply address if the customer has not provided the safe access to the customer's supply address for the purposes of testing, maintaining, inspecting, altering or replacing a meter, or checking the accuracy of the customer's consumption at the supply address.	4	The Network Operations Manager confirmed EVE did not have any disconnections for denying access to the meter during the audit period. The procedure re disconnection due to denial of access to a meter is set out in the Standard-Form-Contract and the <i>Electricity Disconnections and Reconnections Procedure</i> .	A	NR
234	Condition 6.3.1	Code of Conduct, clause 52	Subject to subclause 52(3), a retailer or distributor must comply with the limitations specified in subclauses 52(1)-(2) when arranging for disconnection or disconnecting a customer's supply address	2	The Regulatory Compliance Officer confirmed EVE has no customers residing at their address that require life support equipment. The prohibitions on disconnection are documented in the Standard-Form-Contract and the <i>Life Support Procedure</i> .	A	NR
			RECONNECTION				
242	Condition 6.3.1	Code of Conduct Clause 53(2)	A retailer must arrange to reconnect a customer's supply address if the customer rectified the matter that led to the disconnection or made arrangements to the satisfaction of the retailer, makes a request for reconnection and pays the retailer's reasonable charges (if any) for reconnection, or enters into a payment plan for the charges.	4	The Network Operations Manager confirmed EVE did not have any disconnections or reconnections in the audit period. The procedure is documented in the <i>Electricity Disconnections and Reconnections Procedure</i> .	A	NR
243	Condition 6.3.1	Code of Conduct Clause 53(3)	A retailer must forward the request for reconnection to the distributor within the timeframes specified in subclause 53(3).	4	As per obligation 242.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
244	Condition 6.3.1	Code of Conduct Clause 54(1)	A distributor must reconnect the customer's supply address on the request of a retailer within the timeframes specified in subclause 54(4), if the circumstances specified in subclause 54 (1) apply.	4	As per obligation 242.	A	NR
244A	Condition 6.3.1	Code of Conduct Clause 54(3)	A distributor must reconnect the customer's supply address on the request of a retailer within the timeframes specified in subclause 54(4), if the circumstances specified in subclause 54 (2) apply.	4	As per obligation 242.	A	NR
INFORMATION & COMMUNICATION							
271D	Condition 6.3.1	Code of Conduct Clause 68(1)	The retailer must publish on its website the information detailed in subclause 68(1).	4	<p>The audit confirmed the required information is available on the EVE website at www.eqlintonvillageenergy.com.au including information about:</p> <ul style="list-style-type: none"> • Concessions • Energy efficiency • Hardship Policy • Domestic Violence Policy • Complaints • Energy Ombudsman contact details <p>The audit also sighted the Code of Conduct for the Supply of Electricity to Small Use Customers 2022 that is available on EVE's the website under the Small Print heading page.</p>	NP	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
271E	Condition 6.3.1	Code of Conduct Clause 68(3)	If a customer requests information of the kind referred to subclause 68(1) the retailer must refer the customer to the retailer's website or provide the information to the customer without charge.	4	The Retail & Customer Strategy Manager confirmed customer requests for information have been referred to the website or the information was provided free of charge.	NP	1
271F	Condition 6.3.1	Code of Conduct Clause 68(4)	If a customer requests a copy of information of the kind referred to in subclause 68(1), the retailer must provide a copy of the information to the customer without charge.	4	As per obligation 271E.	NP	1
273	Condition 6.3.1	Code of Conduct Clause 69	On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees or charges, including any alternative tariffs that may be available to that customer.	4	The Retail & Customer Strategy Manager confirmed that customer requests for tariff information have been referred to the website or the information was be provided free of charge Tariff information is published and available free of charge on EVE's website via https://eglintonvillageenergy.com.au/electricity-plans and https://eglintonvillageenergy.com.au/fees-and-charges There is no alternative tariff available.	NP	1
273A	Condition 6.3.1	Code of Conduct, clause 70(1), (2) and (3)	If a customer's tariffs, fees or charges are regulated or set by the State Government, a retailer must give notice to a customer of any variation to its tariffs, fees or charges, that affects the customer no later than the next bill in the customer's billing cycle.	4	The Retail & Customer Strategy Manager confirmed there were no changes in the standard tariffs since billing commenced in January 2025. Gazetted tariff information is published and available free of charge on EVE's website via . https://eglintonvillageenergy.com.au/electricity-plans .	NP	NR
274A	Condition 6.3.1	Code of Conduct, clause 70(2)	If a customer's tariffs, fees or charges are not regulated or set by the State Government, a retailer must give notice	4	As per obligation 273A.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			to a customer of any variation to its tariffs, fees or charges, that affects the customer in the manner specified in subclauses 71(3) and (4).				
275	Condition 6.3.1	Code of Conduct Clause 72(1)	On request, a retailer must provide a non-contestable customer with their billing data.	4	The Regulatory Compliance Officer confirmed that EVE does not have any non-contestable customers.	NP	NR
276	Condition 6.3.1	Code of Conduct Clause 72(2)	If a non-contestable customer requests billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with a retailer, the retailer must provide the data at no charge.	4	As per obligation 275.	NP	NR
280	Condition 6.3.1	Code of Conduct Clause 73	At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 or under any other written law, including the amount of the payment and the eligibility criteria for the payment.	4	As services commenced in January 2025, no notice of service standard payments is required for the audit period to 31 August 2025. This obligation is included in the Licence Compliance Register.	A	NR
282	Condition 6.3.1	Code of Conduct Clause 74	If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the distributor for a response.	4	The Retail & Customer Strategy Manager confirmed that information has been given to customers free on request and on the same day of the request.	NP	1
283A	Condition 6.3.1	Code of Conduct Clause 75(1)	A distributor must publish on its website the information detailed in subclause 75(1)(a) to (k).	4	The audit confirmed that the prescribed information on the electricity services, connection, safe use, etc. are available on the EVE website.	NP	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
283B	Condition 6.3.1	Code of Conduct Clause 75(3)	If a customer requests information of the kind referred to subclause 75(1) the distributor must refer the customer to the distributor's website or provide the information to the customer without charge.	4	The Retail & Customer Strategy Manager confirmed that customer requests for information have been provided free of charge.	NP	1
283C	Condition 6.3.1	Code of Conduct Clause 75(4)	If a customer requests a copy of information of the kind referred to in subclause 75(1), the distributor must provide a copy of the information to the customer without charge.	4	The Retail & Customer Strategy Manager confirmed that customer requests for information have been provided free of charge.	NP	1
283D	Condition 6.3.1	Code of Conduct Clause 76	A distributor must give to a customer on request, at no charge an explanation for any unplanned or approved change in the quality of supply of electricity to the customer's supply address outside of the limits prescribed by law, and an explanation for any unplanned interruption of supply of electricity to the customer's supply address.	4	The Retail & Customer Strategy Manager confirmed there were no requests from customers re changes in electricity supply or unplanned interruption of supply.	NP	NR
290	Condition 6.3.1	Code of Conduct Clause 77	To the extent practicable, a retailer or distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear, simple, concise language and in a format that is easy to understand.	4	The Standard-Form-Contract---ERL033--Eglington-Village-Energy-Pty-Ltd is clear, simple and concise and easy to understand. Other content provided to the customer and that is available on the website was reviewed and confirmed as being in a format that makes it easy to understand, <i>However, some heading lists could be improved for customers to locate various content with ease.</i>	A	1
294	Condition 6.3.1	Code of Conduct Clause 78(1)	On request and at no charge, a retailer and a distributor must make services available to a residential customer to assist the customer in understanding	4	The TTY and TIS, National Relay service and Interpreter Service information is provided on Customer bills, on Standard-Form-Contract---	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			information provided by the retailer or distributor (including independent interpreter services for customers with speech or hearing impairment, and large print copies).		ERL033--Eglinton-Village-Energy-Pty-Ltd and on EVE's website's Complaints page.		
295	Condition 6.3.1	Code of Conduct Clause 78(2)	For residential customers, a retailer and, if appropriate, a distributor, must include the information prescribed in subclause 78(2)(a) and (b) on its bills and bill-related information, reminder notices and disconnection warnings.	4	The audit reviewed a sample of 10 customer bills in the audit period and EVE's templates for reminder and disconnection warning notices. The invoices and warning notices include the prescribed information.	NP	1
296	Condition 6.3.1	Code of Conduct Clause 79(1)	On request and at no charge, a distributor must advise a customer of the availability of different types of meters, as well as their suitability for the customer's supply address, purpose, costs, and installation, operation and maintenance procedures.	4	<p>The Network Operations Manager confirmed that no requests for different types of meters were received by EVE during the audit period.</p> <p>The Network Operations Manager confirmed that the meter selection and programming allows for all customer scenarios. EVE provide one meter type per connection type (i.e. single phase, three phase, CT). All meters for small use customers are type 4 (AMR) and utilise interval data for billing purpose which caters for flat tariffs, Time of Use (ToU) tariffs, and demand based tariffs if required as well as extended features by default. A switch of tariff does not require the installation of a different meter type. This information would be provided to customers upon request and at no charge.</p> <p>The Metrology Procedure documents this obligation.</p>	A	NR
297	Condition 6.3.1	Code of Conduct Clause 79(2)	On request, a retailer must advise a customer of the availability of different types of meters or refer the customer to the distributor for a response.	4	As per obligation 296.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			DISCONNECTION OR INTERRUPTION FOR EMERGENCIES				
297A	EDL33 Condition 6.3.1	Code of Conduct Clause 80	A distributor who disconnects or interrupts a customer's supply address for emergency reasons must provide a 24 hour emergency line, as prescribed under subclause 80(a) and use its best endeavours to restore supply as soon as possible.	2	EVE publish Alerts and a 24 hour 'hot line' 1800 telephone number for faults and outages on their website, in <i>the header ribbon</i> of every page on their website.	A	1
			LIFE SUPPORT EQUIPMENT SCHEME				
297B	Condition 6.3.1	Code of Conduct Clause 82(2)	If a customer provides the retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment, the retailer must, in accordance with the relevant standard, register the customer's supply address as a life support equipment address, register a person's contact details, as prescribed under subclause 82(6) in relation to the supply address and provide that information to the distributor.	2	The Regulatory Compliance Officer confirmed there are no customers, or people residing in a customer's connected residence currently requiring life support There is a detailed Life Support Management Procedure and supporting application forms.	A	NR
297C	Condition 6.3.1	Code of Conduct Clause 82(3)	A retailer must provide the information detailed under subclause 82(3) to the customer within 5 days after registering the customer's supply address as a life support equipment address.	2	As per obligation 297B.	A	NR
297D	Condition 6.3.1	Code of Conduct	If a customer, for a supply address registered under subclause 82(2), notifies the retailer that the person residing at the	2	As per obligation 297B.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
		Clause 82(5)	customer's supply address who requires life support equipment is changing supply address, or that the customer is changing supply address but not the person who requires life support equipment, or that there has been a change in contact details, then the retailer must, in accordance with the relevant standard: a. register the change and b. provide a notification to the distributor of the change.				
297E	Condition 6.3.1	Code of Conduct Clause 83(2)	If a retailer notifies the distributor that a person residing at a customer's supply address requires life support equipment or that there has been a change of details or circumstances previously notified by the retailer, then the distributor must register the customer's supply address as a life support equipment address or update the details or circumstances previously notified by the retailer.	2	As per obligation 297B.	A	NR
297F	Condition 6.3.1	Code of Conduct Clause 84(1)	A distributor must not undertake a planned interruption of the supply of electricity to a life support equipment address unless the distributor has met the conditions prescribed under subclause 84(1).	2	As per obligation 297B. The Interruption to Supply Procedure also prioritises any life support customers to minimise any interruption of supply and for priority restoration.	A	NR
297G	Condition 6.3.1	Code of Conduct Clause 84(3)	If subclause 84(2) applies, the distributor must use its best endeavours to contact the customer, or someone residing at the supply address, before the interruption occurs.	2	As per obligation 297B. The Interruption to Supply Procedure also prioritises any life support customers to minimise any interruption of supply and for priority restoration.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
297H	Condition 6.3.1	Code of Conduct Clause 85(1)	A retailer must confirm periodically the information held in relation to the life-support equipment scheme is/has not changed in the manner prescribed under subclause 85(1).	2	As per obligation 297B.	A	NR
297I	Condition 6.3.1	Code of Conduct Clause 85(2)	A retailer must allow a customer at least 3 months to respond to the notice requesting confirmation of the information held in relation to the life-support equipment scheme and warn the customer of supply address de registration from the life-support equipment scheme and details of resulting de-registration as prescribed under subclause 85(2).	2	As per obligation 297B.	A	NR
297J	Condition 6.3.1	Code of Conduct Clause 86(2)	If a retailer is notified that a customer's supply address no longer requires registration as a life support equipment address, the retailer must de-register the address as prescribed in subclause 86(2).	2	As per obligation 297B.	A	NR
297K	Condition 6.3.1	Code of Conduct Clause 86(3) and(4)	If a customer fails to comply with a notice from the retailer under clause 85, in relation to a life support equipment address, within the period allowed under clause 85(2)(a), then the retailer must undertake action prescribed in subclauses 86(3) and 86(4).	2	As per obligation 297B.	A	NR
297L	Condition 6.3.1	Code of Conduct Clause 86(6)	A retailer must, when it de-registers a life support equipment address, provide the customer's distributor with a notification about the de-registration as detailed under subclause 86(6)	2	As per obligation 297B.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
297M	Condition 6.3.1	Code of Conduct Clause 86(7)	A distributor must de-register a life support equipment address in accordance with the relevant standard for a distributor.	2	As per obligation 297B.	A	NR
297N	Condition 6.3.1	Code of Conduct Clause 86(8)	Despite subclauses 86(1) to (7), a supply address must not be de-registered if the retailer is aware that another person residing at the supply address still requires life support equipment.	2	As per obligation 297B.	A	NR
			COMPLAINTS & DISPUTE RESOLUTION				
298	Condition 6.3.1	Code of Conduct Clause 87(1)	Each retailer and distributor must develop, maintain and implement a standard complaint and dispute resolution procedure.	4	<p>The audit sighted EVE's website submittable complaints form on their website. The Contact details for making internal and external complaints (Ombudsman) are included on the Complaints Page of EVE's website.</p> <p>The Complaints page encourages complainants to call first before submitting a complaint via the website's online form but does not supply a telephone number for complaints to EVE, only the Ombudsman.</p> <p><i>Zenith's Complaints Handling Policy – Connected Energy POL-000032 & Revision 0</i> is a downloadable document on the Complaints webpage. .</p>	A	1
299	Condition 6.3.1	Code of Conduct Clause 87(2)	The standard complaints and dispute resolution procedure under subclause 87(1) must comply with the requirements specified in subclauses 87(2)(a), (b), (c) and (d).	4	<p>There was one complaint recorded in the Retail Complaints Register in the audit period.</p> <p>There were two complaints on the Distribution Complaints Register</p> <p>The audit sighted the Complaints Registers, the Complaints Handling Policy and link to the Complaints form on the website.</p>	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					The confirmed that the complaints handling process is available to customers at no cost. The <i>Customer Complaint Handling Procedure</i> includes the requirements in the Code sub-clauses 87(2)(a) to (d).		
299A	Condition 6.3.1	Code of Conduct Clause 87(3)	The standard complaints and dispute resolution procedure must comply with AS/NZS 10002:2014.	4	The Customer Complaint Handling Procedure complies with AS/NZS 10002:2014.	A	1
301	Condition 6.3.1	Code of Conduct Clause 88	On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	4	Review of the complaints recorded in the Retail Complaints Register confirmed one complaint relating to a delay in the first bill had been resolved. The complainant had been acknowledged and responded to in the required timeframes. Review of the complaints recorded in the Distribution Complaints Register confirmed two complaints relating to connection timeframes had been resolved. The complainants had been acknowledged and responded to in the required timeframes. The <i>Customer Complaint Handling Procedure</i> including acknowledging a complaint within the required 10 working days and responding within the 15 days which complied with this obligation.	A	1
301A	Condition 6.3.1	Code of Conduct Clause 89	A retailer or distributor must inform the customer of the outcome of a complaints process and, unless the customer has advised the retailer or distributor that the complaint has been resolved in a manner acceptable to the customer, information as detailed in 89(b)(i) to (iii). s	4	Review of the complaints recorded in the Retail Complaints Register confirmed one complaint had been resolved and reported the complainant was satisfied within required timeframes. Review of the complaints recorded in the Distribution Complaints Register confirmed two complaints had been resolved and reported the complainants were satisfied within required timeframes.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					This obligation is documented in the <i>Customer Complaint Handling Procedure</i> .		
304	Condition 6.3.1	Code of Conduct Clause 90	If a retailer, distributor or electricity marketing agent receives a complaint from a customer that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be appropriate to deal with the complaint (if known).	4	The Retail & Customer Strategy Manager confirmed that the customer would be advised if the complaint related to another entity. There were no complaints relating to another entity received in the audit period. This obligation is documented in the <i>Customer Complaint Handling Procedure</i>	A	NR
			PROTECTIONS RELATING TO FAMILY VIOLENCE				
307A	Condition 6.3.1	Code of Conduct, clause 91(1)	A retailer must develop, maintain and implement a family violence policy to assist vulnerable customers.	3	EVE has a Family and Domestic Violence Policy on the EVE website that provides good links and contact details to other support agencies /organisations.	A	1
307B	Condition 6.3.1	Code of Conduct, clause 91(2)	The family violence policy must provide for the details as prescribed in subclauses 91(2)(a) to (j).	3	The Family and Domestic Violence Policy includes the content required by subclauses 91(2) (a) to (j).	A	1
307C	Condition 6.3.1	Code of Conduct, clause 91(3)	The training required under subclause 91(2)(a) must satisfy at least one of the requirements detailed in subclause 91(3).	3	ZCE has a WINConnect Training Schedule that includes 30 mins scheduled for protected customers. There is also a WINconnect training contents list that includes Protected and Vulnerable Customers. The Regulatory Compliance Officer confirmed that the training was developed in consultation with the Western Australia Council of Social Service (WACOSS) advice on the policy.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
307D	Condition 6.3.1	Code of Conduct, clause 91(5)	If directed by the ERA, a retailer must review its family violence policy or related procedures and submit the results of the review to the ERA within a period specified by the ERA.	3	The Regulatory Compliance Officer confirmed that EVE has not received any direction from ERA to review the policy in the audit period. This obligation is included in the Licence Compliance Register.	A	NR
307E	Condition 6.3.1	Code of Conduct, clause 91(6)	A retailer must consult with persons or bodies that may reasonably be expected to represent the interests of persons who may be experiencing family violence whenever the retailer is developing its family violence policy or reviewing its family violence policy because of a direction of the ERA under subclause 91(5).	3	The Regulatory Compliance Officer confirmed that the policy was developed in consultation with the Western Australia Council of Social Service (WACOSS). This obligation is included in the Licence Compliance Register.	A	1
307F	Condition 6.3.1	Code of Conduct, clause 92	Unless the circumstances under subclause 92(1)(a) to (e) apply, a retailer must ensure that the residential supply address of a vulnerable customer is not disconnected for a period of 9 months from the date on which the retailer becomes aware that the customer is a vulnerable customer.	3	The Retail & Customer Strategy Manager confirmed that no customers have been disconnected from their supply address in the audit period. This obligation is stated in the <i>Family and Domestic Violence Policy</i> .	A	NR
307G	Condition 6.3.1	Code of Conduct, clause 93	A retailer must not require written evidence of family violence from a customer unless the evidence is reasonably necessary to enable the retailer to determine action prescribed under subclause 93(1)(a) and (b).	3	The Retail & Customer Strategy Manager confirmed that no customers have requested any family violence assistance in the audit period. The <i>Family and Domestic Violence Policy</i> does not require any written evidence.	A	NR
			SERVICE STANDARD PAYMENTS				
308A	Condition 6.3.1	Code of Conduct Clause 94(1)	Unless clause 99 applies, a retailer must make the payment specified under subclause 94(2), if the retailer is required to arrange a reconnection of a	4	The Retail & Customer Strategy Manager confirmed that no compensation payments were made to customers over the audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			customer's supply address under part 8, and either the retailer has not complied with clause 53(3) or (4) or the retailer has complied with clause 53(3), but a distributor has not complied with the timeframes set out in clause 54(4).				
308B	Condition 6.3.1	Code of Conduct Clause 94(2)	A retailer must pay the customer \$60 for each day that the retailer or the distributor (as the case may be) is late, up to a maximum of \$300.	4	As per obligation 308A.	NP	NR
309	EDL10 Condition 6.3.1	Code of Conduct Clause 94(2)	Unless clause 99 applies, if a retailer makes a payment under clause 94 due to an act or omission of a distributor, the distributor must reimburse the retailer for the amount of the payment.	4	As per obligation 308A.	NP	NR
310	Condition 6.3.1	Code of Conduct Clause 95(1)	Unless clause 99 applies, a retailer must make the payment specified under subclause 95(2) if the retailer: <ul style="list-style-type: none"> fails to comply with any of the procedures set out under Part 6 (if applicable and other than clauses 45(3) and 46), or clause 48 or 82(1), before arranging for disconnection of, or disconnecting the customer for failure to pay a bill, or arranges for disconnection of, or disconnects the customer for failure to pay a bill in contravention of clause 49, 50 or 52 for failure to pay a bill. 	4	As per obligation 308A.	NP	NR
311	EDL10 Condition 6.3.1	Code of Conduct Clause 95(3)	Unless clause 99 applies, if a retailer makes a payment under clause 95 due to an act or omission of a distributor, the	4	As per obligation 308A.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			distributor must reimburse the retailer for the amount of the payment.				
312	Condition 6.3.1	Code of Conduct Clause 96	Unless clause 99 applies, if a retailer fails to acknowledge or respond to a complaint within the timeframes set out in clause 88, the retailer must pay the customer \$20.	4	As per obligation 301, all complaints were responded to within the required timeframes.	NP	NR
313A	EDL10 Condition 6.3.1	Code of Conduct Clause 97(1) and (2)	Unless clause 99 applies, a distributor must pay the customer \$100, for each day that the customer is wrongfully disconnected, if the distributor disconnects a customer's supply address other than under the circumstances detailed in subclause 97(1)(a) and (b).	4	The Retail & Customer Strategy Manager confirmed there were no disconnections in the audit period.	NP	NR
314A	EDL10 Condition 6.3.1	Code of Conduct Clause 98(1) and (2)	Unless clause 99 applies, if a distributor fails to acknowledge or respond to a written complaint made by a customer within the timeframes set out in clause 88, the distributor must pay the customer one payment of \$20 for each complaint.	4	As per obligation 301, all complaints were responded to within the required timeframes.	NP	NR
315	Condition 6.3.1	Code of Conduct Clause 100(1)	A retailer that is required to make a payment under clause 94, 95 or 96 must do so in the manner specified in subclause 100(1).	4	The Retail & Customer Strategy Manager confirmed that no compensation payments were made to customers over the audit period.	NP	NR
316	EDL10 Condition 6.3.1	Code of Conduct Clause 100(2)	A distributor that is required to make a payment under clause 97 or 98 must do so in the manner specified in subclause 100(2).	4	The Retail & Customer Strategy Manager confirmed that no compensation payments were made to customers over the audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
ELECTRICITY INDUSTRY METERING CODE							
Part 3 – Meters and Metering installations							
317	Distribution Licence, condition 4.1.1	Clause 2.2(1)(a)	A network operator must treat all Code participants that are its associates on an arms-length basis.	4	ZCE has developed Stakeholder Engagement processes that identify individuals, stakeholder groups and organisations having a relevant interest in the Network including safety, reliability, quality and operational aspects. All stakeholders have been identified in the AMP and the line of communication with all stakeholders was confirmed to have been established by ZCE Management. ZCE have confirmed that they have no existing or potential conflict of interest by doing business with any of their stakeholders throughout the audit period	A	1
318	Condition 4.1.1	Clause 2.2(1)(b)	A network operator must ensure that no Code participant that is its associate receives a benefit in respect of the Code, unless the benefit is attributable to an arm's length application of the Code or is also made available to all other Code participants on the same terms and conditions.	4	During the audit period, there were no existing or potential conflict of interest with respect to ZCE and its relations with contractors, suppliers and utility service providers. ZCE maintain Agreements with its associated companies that refer to the terms and conditions including arm's length payments. No evidence of non-arm's length benefits or anti-competition behaviour was noted during the audit period.	A	1
319	Condition 4.1.1	Clause 3.1	A network operator must ensure that its meters meet the requirements specified in the applicable metrology procedure and comply with any applicable specifications or guidelines, including any transitional arrangements, specified by the National Measurement Institute under the National Measurement Act.	4	During the audit period, ZCE only installed and operated Type 4 meters that met the requirements specified in its metrology procedure, which includes all requirements of Australian Standards and International Standards. A visible display is provided to display the cumulative total Energy for each register measured by that Metering Installation. Details within the EVE's metrology procedure (document no. CE-EVE-AM-NA-PRO-000001) are aligned with the requirements specified by the Metering Code.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					This obligation is documented in the <i>Metrology Procedure</i> .		
320	Condition 4.1.1	Clause 3.2(1)	An accumulation meter must at least conform to the requirements specified in the applicable metrology procedure and display, or permit access to a display of the measurements that are specified in subclauses 3.2(1)(a)(b) using dials, a cyclometer, an illuminated display panel or some other visual means.	4	All of EVE's meters are Type 4 interval meters. A visible display is provided to display the cumulative total Energy for each register measured by that Metering Installation. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
320A	Condition 4.1.1	Clause 3.2(2B)	If a meter declared to be an accumulation meter is in a metering installation for a connection point that becomes associated with a contestable customer: Distribution Transmission (SWIN only) <ul style="list-style-type: none"> the declaration of that meter as an accumulation meter will be deemed to have ceased at the time the relevant connection point became associated with a contestable customer; and the network operator must promptly remove the meter from any declared accumulation meter list and record the meter as an interval meter in the registry. 	4	All of EVE's meters are Type 4 interval meters. ZCE confirmed there were no contestable customers through the audit period, as EVE system is fairly new, and there were no meters that were replaced since their installation. This obligation is documented in the <i>Metrology Procedure</i> .	A	NR
321	Condition 4.1.1	Clause 3.3(1)	An interval meter must at least have an interface to allow the interval energy data	4	All of EVE's meters are Type 4 interval meters with interface to allow interval energy data to be	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			to be downloaded in the manner prescribed using an interface compatible with the requirements specified in the applicable metrology procedure.		downloaded/ remotely recorded by the service provider as per the specification in its <i>Metrology Procedure</i> .		
322	Condition 4.1.1	Clause 3.3(3)	If a metering installation is required to include a communications link, the link must, where necessary, include a modem and isolation device approved under the relevant telecommunications regulations that allows the interval energy data to be downloaded in the manner prescribed.	4	EVE meters have SIM card, can communicate remotely, are connected to Telstra (primary path) and Optus/Vodafone (secondary path). The modem and isolation device are in accordance with the telecommunication regulation. These are standard off-the-shelf approved Type 4 meters which are programmable by the Service Provider as any normal Type 4 meter in the National Electricity Market (NEM). This obligation is documented in the <i>Metrology Procedure</i> .	A	1
323	Condition 4.1.1	Clause 3.3A(1)	A network operator must ensure that bi-directional electricity flows do not occur at a metering point unless the metering installation for the metering point is capable of separately measuring and recording electricity flows in each direction.	4	Provision for bi-directional electricity flow is driven by the customers application to install roof-top solar generation system in order to claim electricity rebate from ZCE. Whilst the EVE meters have been pre-programmed to be bidirectional however during the audit period there have been no roof-top solar installations at this stage. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
324	Condition 4.1.1	Clause 3.3B	If a user is aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flows or any changes in a customer's or user's circumstances in a metering point that will result in bi-directional flows, the user must notify the network operator within 2 business days.	4	Provision for bi-directional electricity flow is driven by ZCE in consultation with their customers at EVE. Whilst the EVE meters have been pre-programmed to be bidirectional, during the audit period, there have been no occurrences recorded. This obligation is documented in the <i>Metrology Procedure</i> .	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
325	Condition 4.1.1	Clause 3.3C	An accumulation meter or an interval meter that separately measures and records bi-directional electricity flows at the metering point must record: <ul style="list-style-type: none"> the net electricity production transferred into the network; and the net electricity consumption transferred out of the network. 	4	All of EVE's meters are Type 4 interval meters, which have all the features to measure net electricity production transferred into and out of the network, if required to do so. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
326	Condition 4.1.1	Clause 3.5(1) and (2)	A network operator must ensure that there is a metering installation at every connection point on its network that is not an unmetered connection point. Unless it is a Type 7 metering installation, the metering installation must meet the functionality requirements prescribed.	4	All connection points have EVE's Type 4 interval meters as outlined in EVE's <i>Metrology Procedure</i> .	A	1
327	Condition 4.1.1	Clause 3.5(3)	For each metering installation on its network, a network operator must provide, install, operate and, subject to subclause 3.7(5), maintain the metering installation in the manner prescribed, unless otherwise agreed.	4	EVE has contracted the operation, maintenance, repair and replacement of its installed meters to Intellihub which is a licenced metering service provider in WA. All meters were installed in accordance with the Metering Code, following GEIP (Australian Standards), metrology procedure and model service agreement. Given the small customer base, EVE's technical team was present on site in person at the commissioning of each metering installation. Evidence of independent safety checks prior to and in order to secure approval for metering installation commissioning were also carried out during the audit period. This was confirmed in the site visit to Eglinton Village Estate. This obligation is documented in the <i>Metrology Procedure</i> .	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
328	Condition 4.1.1	Clause 3.5(4)	Except for a Type 7 metering installation, a network operator must ensure that the metering point for a revenue metering installation is located as close as practicable to the connection point in accordance with good electricity industry practice.	4	The site visit confirmed that all of EVE's meters are located within customer premises or within their switchboard (i.e. as close to the load as possible). This obligation is documented in the <i>Metrology Procedure</i> .	A	1
329	Condition 4.1.1	Clause 3.5(6)	A network operator may only impose a charge for providing, installing, operating or maintaining a metering installation in accordance with the applicable service level agreement that it has with the user.	4	EVE's metering model service level agreement provides charges and also limits to those charges. It also identifies service types - standard service (charges of which are built into the tariff) and extended service (charges of which are optional and/or tailored to the service requested). The infrastructure service module and supply service module also detail the schedule of rates and fees for both standard service and extended service.	A	1
330	Condition 4.1.1	Clause 3.5(9)	If a network operator becomes aware that a metering installation does not comply with the Code, it must advise affected parties of the non-compliance and arrange for the non-compliance to be corrected as soon as practicable.	4	No such instance occurred during the audit period.	NP	NR
331	Condition 4.1.1	Clause 3.7	All devices that may be connected to a telecommunications network must be compatible with the telecommunications network and comply with all applicable State and Commonwealth enactments.	4	All of EVE's meters are Type 4 interval meters connected to Telstra (primary path) and Optus/Vodafone (secondary path). The modem and isolation device are in accordance with the telecommunication regulation and WA and Commonwealth Acts. These are standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					This obligation is documented in the <i>Metrology Procedure</i> .		
332	Condition 4.1.1	Clause 3.8	Subject to clause 3.27, a network operator must ensure that, consistent with the standards of good electricity industry practice, each metering installation on its network is secured by devices or methods that hinder unauthorized access and enable unauthorized access to be detected.	4	All of EVE's meters can detect fault and malfunction. For e.g. it can detect when an outage has occurred or an error in communications. These meters are installed within customer premises in their respective switchboard. Both physical and remote unauthorized access are hindered and/or detected. This was confirmed in the site visit with the Network Operations Manager.	NP	1
333	Condition 4.1.1	Clause 3.9(3)	Subject to subclauses 3.9(4), 3.9(5) and 3.9(7), each metering installation must meet at least the requirements for that type of metering installation as specified in Table 3 Appendix 1 of the Code for metering installations on the SWIN or in Table 3A in Appendix 1 for metering installations on a network other than the SWIN.	4	The accuracy requirements of metering installation component (in SWIN) as specified in Table 3 in the Metering Code are met. EVE has standard off-the-shelf approved Type 4 meters which are programmable by Perth Energy as any normal Type 4 meter in the NEM. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
334	Condition 4.1.1	Clause 3.9(7)	A metering installation used to supply a customer with requirements above 1000 volts that requires a VT and whose annual consumption is below 750MWh must meet the relevant accuracy requirements of a Type 3 metering installation for active energy only.	4	All of EVE's meters are Type 4 interval meters. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
335	Condition 4.1.1	Clause 3.9(9)	If compensation is carried out within the meter, then the resultant metering system error must be as close as practicable to zero.	4	The accuracy requirements or the overall error (considering the VT wiring error, CT wiring error and meter error) of each metering installation component is carried out within the meter and is as close as reasonably practicable to zero. EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					meter in the NEM. Review of the technical specification of the metering hardware, such as for accuracy class, meets the compliance standards for NMI M6-1, AS 62052.11, AS 62053.22, AS 62053.23, AS 62052.21. This obligation is documented in the <i>Metrology Procedure</i> .		
336	Condition 4.1.1	Clause 3.10	A network operator must ensure that any programmable settings in any of its metering installations, data loggers or peripheral devices, which may affect the resolution of displayed or stored data, satisfy the relevant requirements specified in the applicable metrology procedure and comply with any applicable instructions by the National Measurement Institute under the National Measurement Act.	4	EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM. It satisfies the requirements specified in EVE's metrology procedure and complies with National Measurement Act. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
337	Condition 4.1.1	Clause 3.11(1)	A network operator must ensure that a metering installation on its network is operating consistently with good electricity industry practice to measure and record data and permits the collection of data within the time specified in the applicable service level agreement, for at least the percentages of the year specified.	4	EVE has contracted the operation, maintenance, repair and replacement of its installed meters to Intellihub which is a licenced metering service provider in WA. It is intended that EVE meters measure and record energy interval data by Synergy as per the service level agreement (incorporated in the contract between EVE and Synergy). This energy data is used to invoice tariffs to EVE customers by WINconnect as confirmed in the Performance Audit. This obligation is documented in the <i>Metrology Procedure</i> .	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
338	Condition 4.1.1	Clause 3.11(2)	If an outage or malfunction occurs to a metering installation, the network operator must repair the metering installation in accordance with the applicable service level agreement.	4	The network is new having been commissioned in January 2025. There were several outages that were rectified in the shortest time possible. ZCE track the outages of planned and unplanned outages in the ZCE Outage Register.	A	1
339	Condition 4.1.1	Clause 3.11(3)	A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	4	There were 2 unplanned outages in the audit period due to Western Power upstream outages. Western Power was contacted to resolve these outages as soon as possible. The installed meters have remote monitoring functionality that can detect its own fault and malfunction. Two primary faults they detect is when an outage has occurred or an error in communications. No such event occurred as the network is fairly new and hence not rating this compliance.	NP	1
340	Condition 4.1.1	Clause 3.11A(1)	A network operator must ensure that the meters on its network are systematically sampled and tested for accuracy in accordance with AS 1284.13.	4	No meters have been tested as the network is fairly new. Due to the age of the assets, they are not yet near their testing period of 5 years as set out in Schedule 7.6 of the National Electricity Rules issued by AEMO. This obligation is documented in the <i>Metrology Procedure</i> .	A	NR
341	Condition 4.1.1	Clause 3.11A(2)	Subject to clause 3.11A(3), if a “population” of meters is deemed to have failed under AS 1284.13, the network operator must ensure that all of the meters in that population are removed and replaced with new meters within 3 years of the testing of the population.	4	The auditor confirmed with the site inspection that there has been no failure of any “population” of meters since being commissioned in January 2025.	NP	NR
342	Condition 4.1.1	Clause 3.12(1)	A network operator must ensure that each metering installation complies with	4	All EVE metering installations were delivered by Intellihub and constructed per the applicable Australian design standards.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			at least the prescribed design requirements.		They were independently tested (for safety checks) by third party before commissioning or energising. Evidence of such safety checks during commissioning was sighted. This obligation is documented in the <i>Metrology Procedure</i> .		
343	Condition 4.1.1	Clause 3.12(2)	A network operator must ensure that instrument transformers in its metering installations comply with the relevant requirements of any applicable specifications or guidelines, including any transitional arrangements, specified by the National Measurement Institute under the National Measurement Act and any requirements specified in the applicable metrology procedure.	4	All EVE metering installations were delivered by Intellihub and constructed per the applicable Australian design standards. Section 2.2 of EVE's metrology procedure details the standards requirements met by the meters, CT, VT, connection point, display features and programmable settings. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
344	Condition 4.1.1	Clause 3.12(3)	A network operator must provide isolation facilities of a standard consistent with good electricity industry practice, to facilitate testing and calibration of the metering installation.	4	All design safety checks were undertaken before energising the network which confirms that the isolation facility installations are in line with good electrical industry practice, and match exactly that of other WEM and NEM distributors.	NP	1
345	Condition 4.1.1	Clause 3.12(4)	A network operator must maintain drawings and supporting information, of a standard consistent with good electricity industry practice, to detail the metering installation for maintenance and auditing purposes.	4	Such asset information is available within the EVE database, along with meter identification number and its location clearly marked in their electrical network diagrams. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
346	Condition 4.1.1	Clause 3.13(1)	A network operator must procure the user, or the user's customer, to install, or arrange for the installation of, a full check metering installation or partial check metering installation in accordance with the prescribed requirements.	4	Since energisation of this network in January 2025, no EVE customers annual consumption met the threshold for partial check meters. Hence, there were none and there were no users needing check meter installations.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
347	Condition 4.1.1	Clause 3.13(3c)	A partial check metering installation must be physically arranged in a manner determined by the network operator, acting in accordance with good electricity industry practice.	4	Since energisation of this network, no EVE customers annual consumption met the threshold for partial check meters. Hence, there were none and there were no users needing check meter installations.	NP	NR
348	Condition 4.1.1	Clause 3.13(4)	A check metering installation for a metering point must comply with the prescribed requirements.	4	Not rated as no check meters were installed	NP	NR
349	Condition 4.1.1	Clause 3.14(3)	If, under clause 3.14(2), a metering installation uses metering class CTs and VTs that do not comply with the Table 3 or Table 3A in Appendix 1 (as applicable), then the network operator must take the actions specified in order to achieve the accuracy requirements in Table 3 or Table 3A in Appendix 1 (as applicable).	4	The accuracy requirements of metering installation component (in SWIS) as specified in Table 3 in the Metering Code are met. EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM.	NP	1
350	Condition 4.1.1	Clause 3.16(1)	The network operator must ensure that a Type 1 metering installation to Type 5 metering installation on the network has the facilities and functionality prescribed.	4	EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
350A	Condition 4.1.1	Clause 3.16(1A)	Any metering installation on the network that has an interval meter and is not a 5MS meter must have hardware that is capable of measuring and storing five-minute interval energy data. Note: The network operator is not required to have that capability enabled provided that the metering installation is capable of measuring and record 30-minute interval energy data.	4	EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM. It includes communication link. This obligation is documented in the <i>Metrology Procedure</i> .	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
351	Condition 4.1.1	Clause 3.16(2)	Subject to clause 3.16(2A), the network operator must ensure that a Type 1 metering installation to Type 4 metering installation on the network includes a communications link.	4	EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM. It includes a communication link. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
352	Condition 4.1.1	Clause 3.16(3)	If a device is used as a data logger, the energy data for a metering point on the network must be collated in: <ul style="list-style-type: none"> for a 5MS meter on or after five-minute settlement commencement, five-minute metering intervals or sub-multiples of a five-minute metering interval; or otherwise, 30-minute metering intervals or submultiples of a 30-minute metering interval, within the metering installation. 	4	EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM. It continuously captures energy data in 30 minute intervals and send this information via telecommunication (4G, 5G) networks to Synergy and WINconnect. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
353	Condition 4.1.1	Clause 3.16(3A)	If, under subclause 3.16(3), energy data for a metering point on the network is collated in sub-multiples of a five minute Metering interval or 30-minute metering Interval (as applicable), then the network operator must aggregate the energy data into five-minute metering intervals (if clause 3.16(3)(a) applies) or 30-minute metering intervals (if clause 3.16(3)(b) applies) before providing it to a Code participant unless the Code participant agrees otherwise.	4	EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM. It continuously captures energy data in 30 minute intervals and send this information via telecommunication (4G,5G) networks to Synergy. There is no need for aggregation of 30 minute energy data into wider interval duration. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
353A	Condition 4.1.1	Clause 3.16(3B)	The network operator must not install a Type 5 metering installation or Type 6	4	EVE only has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			metering installation on or after 1 January 2022. (SWIN only)				
353B	Condition 4.1.1	Clause 3.16(3C)	Notwithstanding the provisions of a service level agreement, on and from weekly settlement commencement, consecutive dates for a scheduled meter reading for a metering point on the SWIN must be no more than one week apart, except where the metering installation for the metering point has an accumulation meter.	4	EVE only has standard off-the-shelf approved Type 4 meters which are accumulation meters and are programmable by Synergy as any normal Type 4 meter in the NEM.	NP	NR
354	Condition 4.1.1	Clause 3.18(1)	The metering installation for the connection point must comply with the prescribed wholesale market metering installation requirements if the Electricity Generation and Retail Corporation supplies electricity to a contestable customer at a connection point under a non-regulated contract and in circumstances when, immediately before entering into the contract, the Electricity Generation and Retail Corporation supplied electricity to the contestable customer under a regulated contract. (SWIN only)	4	Intellihub is appointed by EVE as their metering installation services contractor and are listed as the meter installation service providers for WA This obligation is documented in the <i>Metrology Procedure</i> .	A	1
354A	Condition 4.1.1	Clause 3.18(A)	Subject to clause 3.14, the network operator must ensure that each 5MS meter complies with clause 3.16 by five minute settlement commencement. Note: where a connection point associated with a contestable customer or generator has more than one metering installation, each metering installation at that connection point will be a 5MS meter	4	EVE only has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			and will be required to comply with clause 3.16 from five-minute settlement commencement. (SWIN only)				
355	Condition 4.1.1	Clause 3.20(1)	If reasonably requested by a Code participant, a network operator must provide enhanced technology features in a metering installation.	4	The Network Operations Manager confirmed that no such request was received by EVE since the inception of this network.	NP	NR
356	Condition 4.1.1	Clause 3.20(3)	A network operator may only impose a charge for the provision of metering installations with enhanced technology features in accordance with its applicable service level agreement with the user.	4	The Network Operations Manager confirmed that no such request was received by EVE since the inception of this network.	NP	NR
357	Condition 4.1.1	Clause 3.21(1)	Meters containing an internal real time clock must maintain time accuracy as prescribed. Time drift must be measured over a period of 1 month.	4	Review of the metering hardware technical specification shows that the internal time clock is of crystal or main-synchronised type, with main supplied power and 15 years life lithium battery as backup source. It is compliant to AS 62054.21. The installed meters are remotely read at 30 minute intervals and the energy data are provided daily from Synergy to WINconnect (EVE's billing service provider). Typically, during the midnight daily read schedule, the meter's time is checked. This automatically occurs at midnight every day. The metering reading software performs this task at the same time and is Business As Usual (BAU) process.	NP	1
358	Condition 4.1.1	Clause 3.21(2)	If a metering installation includes measurement elements and an internal data logger at the same site, it must include facilities on-site for storing the interval energy data for the periods prescribed.	4	The metering device itself can store 30 minutes interval energy data for 90 days as per the infrastructure service module of the master service deed.	NP	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
359	Condition 4.1.1	Clause 3.22	A network operator providing one or more metering installations with enhanced technology features must be licensed to use, and access, the metering software applicable to all devices being installed and be able to program the devices and set parameters.	4	EVE has contracted this function to Intellihub, who can use and access the metering software and can program and set parameters in the Type 4 meters.	NP	1
360	Condition 4.1.1	Clause 3.23(a)	Where signals are provided from the meter for the user or the user's customer, a network operator must ensure that signals are isolated by relays or electronic buffers to prevent accidental or malicious damage to the meter.	4	EVE has standard off-the-shelf approved Type 4 meters which are programmable by Intellihub as any normal Type 4 meter in the NEM. It continuously captures energy data in 30 minute intervals and send this information via telecommunication (4G,5G) networks to Synergy. It does not interfere with customer signals for load management.	NP	1
361	Condition 4.1.1	Clause 3.23(b)	Where signals are provided from the meter for the user or the user's customer, a network operator must provide the user, or the user's customer, with sufficient details of the signal specification to enable compliance with clause 3.23(c) of the Code.	4	The metrology procedure and model service level agreement makes the provision of signal specification information to customer to facilitate load management and compliance with Metering Code clauses 3.23(b) and 3.23(c). This obligation is documented in the <i>Metrology Procedure</i> .	A	1
362	Condition 4.1.1	Clause 3.24(A1)	If a retailer requests a network operator to install a prepayment meter at a connection point, then the prepayment meter must be sufficient to enable the retailer to comply with the retailer's obligations under the Code of Conduct.	4	No prepayment meters were installed by EVE within this network.	NP	NR
363	Condition 4.1.1	Clause 3.24(B1)	If a retailer requests a network operator to replace a prepayment meter at a connection point with a meter that is not a pre-payment meter, then the network	4	No prepayment meters were installed by EVE within this network.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			operator must do so in accordance with this Code and the Code of Conduct.				
364	Condition 4.1.1	Clause 3.27	A person must not install a metering installation on a network unless the person is the network operator or a registered metering installation provider for the network operator doing the type of work authorised by its registration.	4	Intellihub is a registered entity contracted by EVE to install meter. Safety checks are undertaken and approval by WA regulator is sought before commissioning of any metering installation. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
365	Condition 4.1.1	Clause 3.29	A network operator must publish a list of registered metering installation providers, including the prescribed details, and update the list at least annually.	4	In the case of EVE since the inception of this network, it only contracted this service to Intellihub. Not relevant in EVE case for annual publication.	NP	NR
Part 4 – The Metering database							
366	Condition 4.1.1	Clause 4.1(1)	A network operator must establish, maintain and administer a metering database containing standing data and energy data for each metering point on its network.	4	EVE has contracted this function to WINconnect who is owned by Origin Energy, Australia's largest electricity retailer. It has an established database/tool/system to house standing and energy data for all EVE metering installation points.	A	1
367	Condition 4.1.1	Clause 4.1(2)	A network operator must ensure that its metering database with its associated links, circuits, information storage and processing systems are secured by devices or methods consistent with a good industry practice (to hinder unauthorised access and enable unauthorised access to be detected).	4	WINconnect metering database securely stores and process the customers' information confidentially. Their governance is based on systems access controls, access privileges, user education and commitment, and authorised information recipients.	A	1
368	Condition 4.1.1	Clause 4.1(3)	A network operator must prepare and, if applicable, implement a disaster recovery plan to ensure that it is able, to	4	Both Perth Energy and WINconnect have their respective disaster recovery plans. Perth Energy's business continuity plan involves retaining the	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			rebuild the metering database and provide energy data to Code participants within 2 business days after the day of any disaster.		energy data in its SAP platform, in addition to the meter's ability to store 395 days' worth of 30 minutes interval energy data within its memory. All metering data service providers in the NEM are required to have their own Disaster Recovery Plan for them to be accredited by the AEMO. WINconnect's IT disaster recovery plan involves hosting the energy data in cloud servers/data centres. IT firewalls and safeguards are in place to prevent unauthorised access.		
369	Condition 4.1.1	Clause 4.2(1)	A network operator must ensure that its registry complies with the Code and the prescribed clause of the market rules.	4	EVE has contracted this function to WINconnect who has retail authorisation under the National Energy Customer Framework. They are also registered as a market participant with AEMO. Its systems/tools and business processes comply with the Metering Code. It maintains a separate account/meter registry for EVE and fulfils Clause 8.3.1 of the Market Rules.	A	1
370	Condition 4.1.1	Clause 4.3(1)	The standing data for a metering point must comprise at least the items specified.	4	Each EVE metering installation standing data includes the item or information listed in Table 2 of the Metering Code. <i>This obligation is documented in the Metrology Procedure.</i>	A	1
371	Condition 4.1.1	Clause 4.4(1)	If there is a discrepancy between energy data held in a metering installation and in the metering database, the affected Code participants and the network operator must liaise to determine the most appropriate way to resolve the discrepancy.	4	The Network Operations Manager confirmed that there were no such metering discrepancies to date since its inception. <i>This obligation is documented in the Metrology Procedure.</i>	A	NR
372	Condition 4.1.1	Clause 4.5(1)	A Code participant must not knowingly permit the registry to be materially inaccurate.	4	Given only 39 customers were being supplied by EVE to August 2025, all standing data is accurate.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					This obligation is documented in the <i>Metrology Procedure</i> .		
373	Condition 4.1.1	Clause 4.5(2)	Subject to subclause 5.19(6), if a Code participant, other than a network operator, becomes aware of a change to, or inaccuracy in, an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.	4	EVE has both retailing and distribution licences. The Retail & Customer Strategy Manager confirmed there have been no bill discrepancies in the audit period.	A	1
374	Condition 4.1.1	Clause 4.6(1)	If the network operator is notified of a change to, or inaccuracy in, an item of standing data by a Code participant that is the designated source for the item of standing data under Table 2 in clause 4.3(1) then the network operator must update the registry to address the issue.	4	The Retail & Customer Strategy Manager confirmed there have been no bill discrepancies in the audit period.	NP	NR
375	Condition 4.1.1	Clause 4.6(2)	If a network operator is notified of a change to, or inaccuracy in, an item of standing data by a Code participant which is not the designated source for the item of standing data, or otherwise becomes aware of a change to or inaccuracy in an item of standing data, then the network operator must determine whether the registry should be updated, and update the registry as required.	4	ZCE confirmed that no such instance has occurred in the audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
376	Condition 4.1.1	Clause 4.7(1)	If standing data for a metering point is updated in the registry, the network operator must, within 2 business days after the update (or such other time as is specified in the applicable service level agreement) notify the update to the current user and each previous user, if the updated standing data relates to a period or periods when the previous user was the current user.	4	As per obligation 375.	NP	NR
377	Condition 4.1.1	Clause 4.8(3)	A network operator must allow a user who is a retailer or a generator to have local and, where a suitable communications link is installed, remote access to the energy data for metering points at its associated connection points, using a password provided by the network operator that provides 'read only' access.	4	EVE has standard off-the-shelf approved Type 4 meters which are programmable by Synergy as any normal Type 4 meter in the NEM. It continuously captures energy data in 30 minute intervals and send this information via telecommunication (4G, 5G) networks to Synergy. This is a read only access.	NP	1
378	Condition 4.1.1	Clause 4.8(3A)	A network operator must allow a user who is a retailer or a generator to have access to data held in its metering database for metering points at its associated connection points, by the prescribed methods, using a password provided by the network operator which provides 'read only' access.	4	EVE provides access to information held in WINconnect metering database, upon request, to the relevant parties. The Regulatory Compliance Officer confirmed that any user access by a retailer or generator to the WINConnect system requires an approved user access and password and is 'read only' access.	NP	1
379	Condition 4.1.1	Clause 4.8(4)(a)	A network operator must have devices and methods in place to ensure that energy data held in its metering installation is secured from unauthorised local or remote access using the methods prescribed	4	All of EVE's meters can detect fault and malfunction. For example, it can detect when an outage has occurred or an error in communications. These meters are installed within customer premises in their respective switchboard. Both physical and remote unauthorised access can be detected.	NP	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
380	Condition 4.1.1	Clause 4.8(4)(b)	A network operator must have devices and methods in place to ensure that the data held in its metering database is secured from unauthorised local, or remote, access using the methods prescribed.	4	Similarly, the WINconnect metering database is secured from unauthorised local and remote access. Database needs authentication to access the metering database. WINconnect business system (firewalls and IT set-ups) prevents remote access.	NP	1
381	Condition 4.1.1	Clause 4.8(5)	Without limiting subclause 4.8(4), a network operator must ensure that electronic passwords and other electronic security controls are only issued to the specified authorised personnel and otherwise keep its records of electronic passwords, and other electronic security controls, secure from unauthorised access.	4	Given EVE's sub-contractual arrangement with Intellihub (to read meters remotely) and WINconnect (to manage the database and billing function) during the audit period, this requirement was achieved. The Regulatory Compliance Officer confirmed that any user access to the WINConnect system requires an approved user and password issued to authorised personnel.	NP	1
Part 5 – Metering services							
382	Condition 4.1.1	Clause 4.9	A network operator must retain energy data in its metering database for each metering point on its network, including any energy data that has been replaced under subclause 5.24, for at least the periods, and with the level of accessibility, prescribed.	4	The metering device itself can store 30 minutes interval energy data for 90 days as per the infrastructure service module of the master service deed. Synergy are required to then hold on to the energy data for 395 days (corresponds to 13 months) in a readily accessible format. WINconnect maintains this energy data for minimum of 5 years and 11 months in a format that is accessible within a reasonable timeframe.	NP	NR
383	Condition 4.1.1	Clause 5.1(1)	A network operator must use all reasonable endeavours to accommodate another Code participant's requirement to obtain a metering service and requirements in connection with the negotiation of a service level agreement.	4	At EVE, no such instance has occurred since its inception.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
384	Condition 4.1.1	Clause 5.1(2)	Without limiting subclause 5.1(1), a network operator must: <ul style="list-style-type: none"> expeditiously and diligently process all requests for a service level agreement; negotiate in good faith with a Code participant regarding the terms for an agreement; and to the extent reasonably practicable in accordance with good electricity industry practice, permit a Code participant to acquire a metering service containing only those elements of the metering service which the Code participant wishes to acquire. 	4	Since its inception, EVE has acquired 39 customers. Contractual arrangement for undertaking meter installation, maintenance and operation service has been established with Intellihub, reading service with Synergy, metering database and billing service with WINconnect. To date, EVE has conducted these processes in good faith and in accordance with their Standard Terms and Conditions with their customers.	A	1
385	Condition 4.1.1	Clause 5.3(1)	A network operator must, for each metering point on its network, obtain energy data from the metering installation and transfer the energy data into its metering database by no later than 2 business days after the date for the scheduled meter reading for the metering point (or such other time as is specified in the applicable service level agreement).	4	The site visit and the Network Operations Manager confirmed that EVE meters read energy data in 30 minutes interval remotely. Every night, Intellihub send the previous 24 hour energy data in secure communication file to WINconnect to store and process it further for billing purposes.	NP	1
385A	Condition 4.1.1	Clause 5.3(2)	Energy data obtained and transferred under clause 5.3(1) must include: <ul style="list-style-type: none"> for a metering point at which bi-directional electricity flows occur, a separate measurement of each of the electricity production and the electricity consumption at that metering point; and 	4	EVE maintains Type 4 meter installation for all its customers which are compliant with the Metering Code and with their own <i>Metrology Procedure</i> .	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			<ul style="list-style-type: none"> on and from five-minute settlement commencement, five-minute interval energy data in respect of 5MS meters. (SWIN only in respect of 5MS meters)				
385B	Condition 4.1.1	Clause 5.3(3)	Notwithstanding the provisions of a service level agreement, on and from weekly settlement commencement, consecutive dates for a scheduled meter reading for a metering point on the SWIN must be no more than one week apart, except where the metering installation for the metering point has an accumulation meter. (SWIN only)	4	EVE maintain Type 4 meters at all their customer connection points that have an accumulation feature built in as per the <i>Metrology Procedure</i> . This complies with this obligation.	A	1
386	Condition 4.1.1	Clause 5.4(1)	A network operator must, for each meter on its network, at least once in every 12-month period undertake a meter reading that provides an actual value that passes the validation processes in Appendix 2.	4	Intellihub provide actual 30-minutes interval readings on a daily basis to WINconnect. Also, upon registration of a new meter installation the commissioning process includes a verification of the energy data. New meters which are installed with Current Transformers (CT) undergo a CT Validation test post energisation of the meter to validate and test the energy data is recorded accurately at the meter. As an extended service upon instruction from EVE, Intellihub, as their meter installation service provider, is obligated to conduct a CT validation and data validation test at the physical meter point. No such extended service requests were raised to date. This obligation is documented in the <i>Metrology Procedure</i> .	A	NR
387	Condition 4.1.1	Clause 5.4(1A)	The meter reading referred to in clause 5.4(1) must not be undertaken by the customer associated with the meter, and must be undertaken by a person who is	4	This meter reading was not performed by the respective customer themselves. It was performed by Intellihub.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			employed or appointed by the network operator and who is suitably skilled in accordance with good electricity industry practice to carry out meter readings.				
388	Condition 4.1.1	Clause 5.4(2)	A user must, when reasonably requested by a network operator, assist the network operator to comply with the network operator's obligation under subclause 5.4(1).	4	All of EVE's customer meters are Type 4 meter with remote communication functions. Its reading, taken at 30 minute intervals throughout the day, is deemed actual value. This reading meets the validation process prescribed in Appendix 2 of the Metering Code.	NP	NR
389	Condition 4.1.1	Clause 5.5(2)	Subject to subclause 5.5(2A)(b), a network operator may impose a charge for the provision of data, but only if <ul style="list-style-type: none"> a user has requested the energy data to the extent permitted by, and in accordance with the applicable service level agreement between it and the user; and if a customer has given a direction under subclause 5.17A(1), in accordance with the prescribed conditions. 	4	Provision of such service is detailed in the standard and extended service options within the model service level agreement between EVE and its customers. No such instance was recorded in the audit period for this network.	A	NR
390	Condition 4.1.1	Clause 5.5(2A)	A network operator must not impose a charge for the provision of standing data and for the provision of energy data if another enactment prohibits it doing so.	4	Provision of such service is detailed in the standard and extended service options within the model service level agreement between EVE and its customers. No such instance was recorded in the audit period for this network.	A	NR
391	Condition 4.1.1	Clause 5.6(1)	Subject to subclause 5.6(2), a network operator must provide validated, and where necessary, substituted or estimated energy data for a metering point to the user for the metering point	4	EVE meter (Intellihub) read energy data in 30 minutes interval remotely. Every night Intellihub send the previous 24 hour energy data in secure communication file to WINconnect to store and process it further for billing purposes. The billing is	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			and the IMO within the timeframes prescribed in subclause 5.6(1)(2).		performed on a monthly cycle as per the model service level agreement with the customers.		
391A	Condition 4.1.1	Clause 5.6(3)	A network operator must provide validated, and where necessary substituted or estimated, interval energy data for a metering point to AEMO before 5pm on the first business day after the network operator obtains energy data for the metering point under clause 5.3(1)(a), or such other time as agreed in writing.	4	EVE is not a registered market participant and does not provide data to AEMO Not applicable for EVE meter installations	NP	NR
391B	Condition 4.1.1	Clause 5.6(5)	Energy data provided under clauses 5.6(1) and 5.6(3) must include: <ul style="list-style-type: none"> for a metering point at which bi-directional electricity flows occur, a separate measurement of each of the electricity production and the electricity consumption at that metering point; and on and from five-minute settlement commencement, five-minute interval energy data in respect of 5MS meters. (SWIN only in respect of 5MS meters) 	4	EVE maintain Type 4 meters at all their customer connection points that can take separate measurement of each of the electricity production and the electricity consumption at that metering point. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
392	Condition 4.1.1	Clause 5.7	If a replacement energy data value is inserted in a metering database for a metering point, the network operator must provide replacement energy data to the user for the metering point and the IMO within the timeframes prescribed.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
393	Condition 4.1.1	Clause 5.8	A network operator must provide a user with whatever information the network operator has that is necessary to enable the user to comply with its obligations under the Code of Conduct, within the time necessary for the user to comply with the obligations.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
394	Condition 4.1.1	Clause 5.9	A network operator must provide standing data, provided to or obtained by it under this Code, to users where required to do so under any enactment.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
395	Condition 4.1.1	Clause 5.10	A network operator must provide a subset of the standing data to a retailer in accordance with the provisions of Annex 4 of the Customer Transfer Code.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
396	Condition 4.1.1	Clause 5.11	If a transfer occurs at a connection point, then within 2 business days after the transfer date, as defined in the Customer Transfer Code, the network operator must provide the incoming retailer with a copy of the standing data for each metering point associated with the connection point.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
397	Condition 4.1.1	Clause 5.12(1)	If a user gives a network operator an energy data request for a metering point in accordance with the communication rules, and the energy data request relates only to a time or times for which the user was the current user at the metering point, then the network operator must provide a user with a complete set of energy data for the	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			metering point within the timeframes prescribed.				
398	Condition 4.1.1	Clause 5.13	<p>If the current user for a metering point gives the network operator a standing data request for the metering point in accordance with the communication rules then the network operator must:</p> <ul style="list-style-type: none"> • provide the current user with a complete current set of standing data for a metering point; and • advise whether there is a communications link for the metering point, <p>within 2 business days after the receipt of the request.</p>	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
399	Condition 4.1.1	Clause 5.14(3)	If a user makes a bulk standing data request, the network operator must in accordance with the communication rules, acknowledge receipt of the request and provide the requested standing data within the timeframes prescribed.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
400	Condition 4.1.1	Clause 5.15	If a network operator provides energy data to a user or the IMO it must also provide the date of the meter reading in accordance with the requirements specified.	4	<p>EVE meter (Intellihub) read energy data in 30 minutes interval remotely. Every night Intellihub send the previous 24 hour energy data in secure communication file to WINconnect to store and process it further for billing purposes. The billing is performed on a monthly cycle as per the model service level agreement with the customers. No energy data was provided to AEMO for this network to date.</p> <p>This obligation is documented in the <i>Metrology Procedure</i>.</p>	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
401	Condition 4.1.1	Clause 5.16	If a user collects or receives energy data from a metering installation, then the user must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	4	The Network Operations Manager confirmed that Intellihub remotely 'reads' and collect energy data from all of EVE's metering installation provide this information to EVE's billing agent WINconnect on daily basis. The user does not collect any energy data for the network operator.	NP	NR
402	Condition 4.1.1	Clause 5.17(1)	A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	4	EVE invoicing to its customer is on monthly basis which also involves provision of standing data and consumed energy data as per the Standard Terms and Conditions.	A	1
403	Condition 4.1.1	Clause 5.17A(1)	A network operator must provide data for a metering point from its metering database to a person if (and to the extent that) the customer associated with the metering point gives the network operator a direction to do so that complies with subclause 5.17A(2).	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
404	Condition 4.1.1	Clause 5.17A(3)	A network operator must comply with a direction under subclause 5.17A(1) within the timeframes prescribed.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
405	Condition 4.1.1	Clause 5.18	If a user collects or receives information regarding a change in the energisation status of a metering point, then the user must provide the network operator with the prescribed information, including the stated	4	The network operator has access to and controls all metering installations. For this network in the audit period, EVE has acquired 39 customers and their metering installation were energised and commissioned. During all these commissioning activity, EVE's technical team were present in person on site.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			attributes, within the timeframes prescribed.				
406	Condition 4.1.1	Clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere, and provide that information to the network operator.	4	There have been no requests by the network operator to collect information from customers during the audit period. EVE relied on Intellihub /WINconnect, with respect to all meter reading and billing matters.	NP	NR
407	Condition 4.1.1	Clause 5.19(2)	A user must, to the extent that it is able, collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated.	4	EVE has both retailing and distribution licences. EVE maintains an operating map of all its customer connection points.	A	1
408	Condition 4.1.1	Clause 5.19(3)	Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	4	EVE has both retailing and distribution licences. EVE and its contracting parties (Intellihub and WINconnect) met this obligation. EVE has complete knowledge of their customers status.	A	1
409	Condition 4.1.1	Clause 5.19(5)	A network operator must give notice to a user, or (if there is a different current user) the current user, acknowledging receipt of any customer, site or address attributes from the user within the timeframes prescribed.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network.	NP	NR
410	Condition 4.1.1	Clause 5.19(6)	The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of	4	EVE has both retailing and distribution licences. There have been 39 customers that were commissioned by EVE in its microgrid with EVE having complete knowledge of all attributes of these	NP	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			standing data by the network operator to the user.		connections. Also, there are no other retailers within the EVE microgrid network.		
411	Condition 4.1.1	Clause 5.20(1)	A network operator must, by not later than 6 months after the date this Code applies to the network operator, develop, in accordance with the communication rules, an Energy Data Verification Request Form.	4	EVE has a standard format of Energy Data Verification Request Form for its users in their data pack that is given to the user at the time of their application for a connection point. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
412	Condition 4.1.1	Clause 5.20(2)	An Energy Data Verification Request Form must require a Code participant to provide the information prescribed.	4	The Energy Data Verification Request Form on the EVE website requires a Code participant to provide the following information: (a) the NMI and checksum for the connection point associated with the energy data; and (b) the reason for the request: (i) an interval meter — the start date and time and end date and time of the period to which the Code participant's request relates; and (ii) an accumulation meter — the meter reading date to which the request relates (which is to be the date of the actual reading if the network operator has advised the Code participant that the energy data derives. This obligation is documented in the <i>Metrology Procedure</i> .	A	1
413	Condition 4.1.1	Clause 5.20(4)	If a Code participant requests verification of energy data under subclause 5.20(3), the network operator must, in accordance with the metrology procedure: <ul style="list-style-type: none"> subject to subclause 5.20(5), use reasonable endeavours to verify energy data; and 	4	The audit confirmed that no customers had requested verification of data by submitting an Energy Data Verification Request Form in the audit period for this network. This obligation is documented in the <i>Metrology Procedure</i> .	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			inform the requesting Code participant of the result of the verification and provide the verified energy data to that Code participant within the timeframes prescribed.				
414	Condition 4.1.1	Clause 5.21(2)	A network operator must comply with any reasonable request under subclause 5.21(1).	4	The Regulatory Compliance Officer confirmed that there were no requests to undertake either a test or an audit or both of: (a) the accuracy of the metering installation; and (b) the energy data from the metering installation; and (c) the standing data for the metering installation. This obligation is documented in the <i>Metrology Procedure</i> .	A	NR
415	Condition 4.1.1	Clause 5.21(4)	A test or audit under subclause 5.21(1) is to be conducted in accordance with the metrology procedure and the applicable service level agreement.	4	As per obligation 414.	A	NR
416	Condition 4.1.1	Clause 5.21(5)	A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	4	As per obligation 414.	A	NR
417	Condition 4.1.1	Clause 5.21(6)	A Code participant must not make a request under subclause 5.21(1) that is inconsistent with any access arrangement or agreement.	4	No such instance occurred in the audit period for this network.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
418	Condition 4.1.1	Clause 5.21 (8)	A network operator may only impose a charge for the testing of the metering installations, or auditing of information from the meters associated with the metering installations, or both, in accordance with the applicable service level agreement between it and the user.	4	The Network Operations Manager confirmed that no such instance occurred in the audit period for this network. Provision of such service is detailed in the extended metering service within the model service level agreement between EVE and its customers. The charge for meter testing is stated in the model service level agreement.	A	NR
419	Condition 4.1.1	Clause 5.21(9)	Any written service level agreement entered into under subclause 5.21(7) must include a provision that no charge is to be imposed if the test or audit reveals a noncompliance with this Code.	4	EVE's model service level agreement includes the provision of EVE performing metering installation repair (SMS-3) following a test, audit or investigation identifying non-compliant metering installation, or upon notification of an outage or malfunction to a metering installation. Also, that there is no charge if the test or audit reveals a non-compliance. No such instance occurred in the audit period for this network. This obligation is documented in the <i>Metrology Procedure</i> .	A	NR
420	Condition 4.1.1	Clause 5.21(11)	If a test or audit shows that the accuracy of the metering installation or information from the meter associated with the metering installation does not comply with the requirements under this Code, the network operator must: <ul style="list-style-type: none"> • advise the affected parties as soon as practicable of errors detected under a test or audit, the possible duration of the errors; and • must restore the accuracy of the metering installation in accordance with the applicable service level agreement. 	4	No such instance occurred in the audit period for this network. This obligation is documented in the model service level agreement.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
421	Condition 4.1.1	Clause 5.21(12)	The original stored error correction data in a meter must not be altered except during accuracy testing and calibration of a metering installation.	4	No such instance occurred to date for this network. EVE's model service level agreement refers to its metrology procedure for substitution, estimation and validation of energy data.	A	NR
422	Condition 4.1.1	Clause 5.22(1)	A network operator must validate energy data in accordance with this Code applying, as a minimum, the prescribed rules and procedures set out in Appendix 2 and must, where necessary, substitute and estimate energy data under this Code applying, as a minimum, the prescribed rules and procedures set out in Appendix 3.	4	EVE's model service level agreement refers to its metrology procedure for substitution, estimation and validation of energy data, which in turn states that it is in accordance to the Metering Code. EVE's meter is remotely read in 30-minutes intervals and this energy consumption data is sent to WINconnect on a daily basis. Given this, there is no data substitution or estimation involved.	A	NR
423	Condition 4.1.1	Clause 5.22(2)	The network operator must use check metering data, where available, to validate energy data provided that the check metering data has been appropriately adjusted for differences in metering installation accuracy in accordance with subclause 3.13.	4	The annual energy consumption of EVE customers do not meet the threshold of requiring partial check meter. There are no check meters installed in EVE's network.	NP	NR
424	Condition 4.1.1	Clause 5.22(3)	If a check meter is not available or energy data cannot be recovered from the metering installation within the time required under this Code, or if clause 5.22(7) applies, then the network operator must prepare substitute values using a method contained in Appendix 3 (or in the case of a substitution under clause 5.22(7), a method contained in the metrology procedure) and agreed where necessary with the relevant Code participants.	4	Any estimated energy data is corrected to the actual data in the next cycle of billing. There were no instances of any disagreements between EVE and its customers to date. EVE's model service level agreement refers to its metrology procedure for substitution, estimation and validation of energy data.	A	1
425	Condition 4.1.1	Clause 5.22(4)	If a network operator detects a loss of energy data or incorrect energy data from	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			a metering installation, it must notify each affected Code participant of the loss or error within 24 hours after detection.				
426	Condition 4.1.1	Clause 5.22(5)	Substitution or estimation of energy data is required when energy data is missing, unavailable or corrupted, including in the circumstances described in this subclause.	4	Any estimated energy data is corrected to the actual data in the next cycle of billing. EVE's model service level agreement refers to its metrology procedure for substitution, estimation and validation of energy data.	A	1
427	Condition 4.1.1	Clause 5.22(6)	A network operator must review all validation failures before undertaking any substitution.	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR
428	Condition 4.1.1	Clause 5.23(1)	If a network operator determines that there is no possibility of determining an actual value for a metering point, then the network operator must designate an estimated or substituted value for the metering point to be a deemed actual value for the metering point.	4	EVE has followed through their metrology procedure which is consistent with the Metering Code when no actual value were available during the audit period. Given that the EVE meters collects 30-minutes interval energy data and has only experienced very few outages, its billing agent (WINconnect) nominate the substitute value aligned with the metrology procedure. EVE's model service level agreement refers to its metrology procedure for substitution, estimation and validation of energy data.	A	1
429	Condition 4.1.1	Clause 5.23(3)	If a network operator has designated a deemed actual value for a metering point then the network operator must: <ul style="list-style-type: none"> • repair or replace the meter or one or more of components of metering equipment (as appropriate) at the metering point; and • subclauses 5.24(3(c) and 5.24(4) apply in respect of the estimated or substituted value which was designated to be the deemed actual value. 	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
430	Condition 4.1.1	Clause 5.24(1)	If a network operator uses an actual value (first value) for energy data for a metering point, and a better quality actual or deemed actual value is available (second value), the network operator must replace the first value with the second value if doing so would be consistent with good electricity industry practice.	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR
431	Condition 4.1.1	Clause 5.24(2)	If a network operator uses a deemed actual value (first value) for energy data for a metering point, and a better quality deemed actual value is available (second value), then the network operator must replace the first value with the second value if doing so would be consistent with good electricity industry practice.	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR
432	Condition 4.1.1	Clause 5.24(3)	If a network operator uses an estimated or substituted value (first value) for energy data for a metering point, and a better quality actual, deemed, estimated or substituted value is available (second value), then the network operator must replace the first value with the second value if doing so would be consistent with good electricity industry practice or the user and its customer jointly request it to do so.	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR
433	Condition 4.1.1	Clause 5.24(4)	A network operator (acting in accordance with good electricity industry practice) must consider any reasonable request from a Code participant for an estimated or substituted value to be replaced under subclause 5.24.	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
434	Condition 4.1.1	Clause 5.25	A network operator must ensure the accuracy of estimated energy data in accordance with the methods in its metrology procedure and ensure that any transformation or processing of data preserves its accuracy in accordance with the metrology procedure.	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR
435	Condition 4.1.1	Clause 5.27	Upon request from a network operator, the current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	4	EVE has both retailing and distribution licences. Also, a total of 39 customers were commissioned by EVE in its microgrid to August 2025 with EVE having complete knowledge of all their customer attributes. Also, there is no other retailer within the EVE microgrid network.	NP	NR
436	Condition 4.1.1	Clause 5.29	If a network operator makes an election under subclause 5.28 in respect of a network, then, (unless the election is terminated under the meter data agency agreement) the parties must undertake the activities prescribed, as applicable. (SWIN only)	4	EVE has appointed Intellihub as its metering data agent, and not Western Power	NP	NR
437	Condition 4.1.1	Clause 5.30(1)	If a network operator makes an election under subclause 5.28 in relation to the network, then the parties must enter into an agreement in relation to the network, which must deal with at least the matters prescribed. (SWIN only)	4	EVE has appointed Intellihub as its metering data agent, and not Western Power	NP	NR
439	Condition 4.1.1	Clause 5.31(2)	For each non-compliant metering installation notified under subclause 5.31(1)(b), the electing network operator may, by notice to the electricity networks corporation, require the electricity networks corporation to	4	The Network Operations Manager confirmed that no such instance occurred to date for this network.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			upgrade a non-compliant metering installation, in which case the electricity networks corporation must undertake the upgrade in accordance with the metering data agency agreement and good electricity industry practice.				
440	Condition 4.1.1	Clause 5.34(2)	Except to the extent that the metering data agency agreement provides otherwise, the costs which may be recovered by the electricity networks corporation under subclause 5.34(1) must not exceed the amounts prescribed.	4	EVE has appointed Intellihub as its metering data agent, and not Western Power	NP	NR
441	Condition 4.1.1	Clause 5.37(1)(a)	A network operator must for the year ending on each 30 June, prepare a report setting out the information listed in subclause 5.37(2) for each metering service it was requested during the year to provide or scheduled during the year to carry out.	4	The audit confirmed the Annual Reliability and Power Quality Report for FY25 for EVE was completed. The audit reviewed the report and confirmed it is compliant with this obligation.	NP	1
442	Condition 4.1.1	Clause 5.37(1)(b)	A network operator must provide a copy of the report described in subclause 5.37(1)(a) to the Minister and the ERA not less than 5 business days before it is published under subclause 5.37(3).	4	The audit sighted emails to the Minister and the ERA with the Annual Reliability and Power Quality Report for FY25 attached.	NP	1
443	Condition 4.1.1	Clause 5.37(1)(b)	A network operator must publish the report described in subclause 5.37(1) within 3 months after the year ends.	4	The audit confirmed the FY2025 report was published on the EVE website on 1 October 2025 as required by the Code.	NP	1
444	Condition 4.1.1	Clause 5.37(2)	The report prepared by the network operator must include the information prescribed.	4	The audit confirmed the report included the prescribed information.	NP	1
445	Condition 4.1.1	Clause 5.37(3)	For each relevant metering service, the information in subclause 5.37(2)	4	There is only one metering point for EVE.	NP	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			must be reported separately for the specified classes of connection point.				
446	Condition 4.1.1	Clause 5.38	A network operator must keep such records of information as are required for the purposes of subclause 5.37, and must retain the information (in a format that is accessible within a reasonable period of time) for at least 7 years after the day on which a report containing the information is published under subclause 5.37(1)(c).	4	The audit confirmed the supporting records including the Outage Register will be retained for at least 7 years after the date published.	NP	1
Part 6 – Documentation							
447	Condition 4.1.1	Clause 6.1(1)	The network operator must, in relation to its network, comply with the agreements, rules, procedures, criteria and processes prescribed.	4	EVE complied with its model service level agreement, metrology procedure, mandatory link criteria (standard Type 4 metering solution) and registration process during the audit period. In lieu of established communication rules, it followed through using the agreed mode of communication via email, phone, etc. during the audit period.	A	1
448	Condition 4.1.1	Clause 6.1(2)	A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	4	EVE has both retailing and distribution licences. EVE complied with its model service level agreement, metrology procedure, mandatory link criteria (standard Type 4 metering solution) and registration process during the audit period. In lieu of established communication rules, it followed through using the agreed mode of communication via email, phone, etc. during the audit period. It maintains a communication log in an Excel format for future reference.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
448A	Condition 4.1.1	Clause 6.2	A network operator must, as soon as practicable and in any event no later than 6 months after the date this Code applies to it, submit to the ERA for its approval the prescribed documents in subclauses 6.2(a)-(d).	4	<p>EVE has submitted their Model Service Level Agreement (MSLA) and the metrology procedure to ERA. The mandatory link criteria is addressed due to the design and inbuilt characteristics of Type 4 metering installation which is an approved off-the-shelf product, constructed according to Australian standards and continues to remotely communicate with Intellihub.</p> <p>The Regulatory Compliance Officer advised that the metrology procedure and MSLA have been internally approved but not yet sent back to the ERA for the following reasons:</p> <ul style="list-style-type: none"> • ZCE has previously written to the ERA and also met with them face to face to seek initial feedback and guidance on the proposed Metering Code exemption. • ZCE is in the process of seeking approval from the Clean Energy Regulator (CER) for a methodology of calculating the aggregate renewable energy supply from roof-top solar installations on customers' roofs under the Large Renewable Energy Target (LRET) legislation • For the above to be progressed in the way it was proposed to the CER, ZCE requires an exemption for certain parts of the Metering Code from the ERA, which in turn requires an update to the metrology procedure and MSLA • If the ERA rejects ZCE's proposal regarding the Metering Code exemption, ZCE will promptly submit the metrology procedure in its current form, seek ERA approval and publish the documents within the required timeframe after ERA approval for the procedure has been obtained 	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					<ul style="list-style-type: none"> If the ERA indicates that an exemption for parts of the Metering Code is likely, then ZCE will seek guidance from the ERA whether we should wait with seeking approval for the metrology procedure until the exemption from certain parts of the Metering Code has been obtained and the resulting changes to the metrology procedure have been implemented. <p>As the metrology procedure has been submitted to the ERA in the audit period, this is considered compliant.</p> <p>The Licence Compliance Obligations Register includes this obligation.</p>		
448B	Condition 4.1.1	Clause 6.18	A network operator must publish the document within 10 business days after notification of the ERA's approval under subclauses 6.13(1)(a)(i), 6.16 or 6.17.	4	<p>The metrology procedure and MSLA were submitted to the ERA, some changes were requested but no approval has been obtained and therefore the documents have not been published on the EVE website.</p> <p>Refer obligation 448A above.</p> <p>The Licence Compliance Obligations Register includes this obligation.</p>	A	NR
448C	Condition 4.1.1	Clause 6.19A(1)	A network operator must publish its communication rules as soon as practicable, and in any event within 6 months after the date this Code applies to it.	4	<p>EVE does not have a published communication rules document at this stage.</p> <p>The content of the communication rules are file formats, protocol, timeframes for data transfer, sufficient for users to design and commission their IT systems for b2b communication and to be compatible with communication rules as defined in the Transfer Code</p> <p>The definition of user was originally defined as parties who have an access contract under the access code. Via a footnote it was extended in the Metering Code to include every customer who has any contract, including a service contract.</p>	A	2

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					None of EVE's customers will design and commission an IT system to transfer data with EVE as they are predominantly residential customers.. The Transfer Code does not currently apply to EVE until another retailer serves customers on this network. Therefore, no recommendation is made. The Licence Compliance Obligations Register includes this obligation.		
448D	Condition 4.1.1	Clause 6.19B(1)	Once communication rules have been published for a network under clause 6.19A, or amended under clause 6.21(3), the communication rules may only be amended thereafter in accordance with the communication rules made under subclause 6.7(1)(k) or clause 6.19C.	4	As there are currently, no EVE communication rules, this is not rated.	NP	NR
449	Condition 4.1.1	Clause 6.20(4)	A network operator must amend any document in accordance with the ERA's final recommendation.	4	EVE is required to submit their annual Compliance Reports and Performance Datasheets to ERA in accordance with their distribution licence EDL007 and their retail licence ERL028. The ERL28 Compliance Report for 2024/25 did not initially include the late payment of annual licence fees to the ERA. The report was amended after advice from the ERA.	NP	1
450	Condition 4.1.1	Clause 6.20(5)	The network operator must publish any document that has been amended under subclause 6.20(4).	4	The metrology procedure and MSLA were submitted to ERA but have not yet been approved or published	NP	NR
Part 7 – Notes and confidential information							
451	Condition 4.1.1	Clause 7.2(1)	Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must	4	EVE's contact details are known to its customers and vice-versa and EVE can send and receive notices by post, email and facsimile. No data was recorded for review for this audit.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			notify the network operator of a telephone number for voice communication in connection with the Code.				
452	Condition 4.1.1	Clause 7.2(2)	A network operator must notify each Code participant of its initial contact details and of any change to its contact details at least 3 business days before the change takes effect.	4	EVE's contact details are known to its customers and vice- versa.	NP	NR
453	Condition 4.1.1	Clause 7.2(4)	If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a network operator within 3 business days after the request.	4	EVE's contact details are known to its customers and vice- versa.	NP	1
454	Condition 4.1.1	Clause 7.2(5)	A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator under subclause 7.2(4) at least 3 business days before the change takes effect.	4	EVE has both retailing and distribution licences. 39 customers have been added to this network at this stage.	NP	1
455	Condition 4.1.1	Clause 7.5	A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	4	The audit and the Regulatory Compliance Officer confirmed that confidential information is handled appropriately in accordance with EVE's, Intellihub's and WINconnect's respective confidential information and privacy policies. It adheres to and relevant Australian privacy laws.	A	1
456	Condition 4.1.1	Clause 7.6(1)	A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	4	Confidential information (standing data, energy data, commercially sensitive data) were disclosed as required by EVE's business and regulation such as to related body corporate (parent company),	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					legal advisors, auditors, consultants/contractor during the course of doing its business for this audit.		
Part 8 – Dispute resolution							
457	Condition 4.1.1	Clause 8.1(1)	If any dispute arises between any Code participants, then (subject to subclause 8.2(3)) representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute by negotiations in good faith.	4	The Regulatory Compliance Officer confirmed that no dispute has been recorded for this network in the audit period. EVE's standard Model Service Level Agreement (MSLA) has a dispute resolution clause that directly references to this obligation in the Metering Code. The MSLA states that "Any Dispute shall be resolved in accordance with the provisions set out in Part 8 of the Metering Code." The obligation to meet 5 days after receipt of a dispute notice is included in the Licence Compliance Register.	A	NR
458	Condition 4.1.1	Clause 8.1(2)	If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	4	As per obligation 457. The obligation to refer a dispute to a senior management officer of each disputing party is included in the Licence Compliance Register.	A	NR
459	Condition 4.1.1	Clause 8.1(3)	If the dispute is not resolved within 10 business days after the dispute is referred to senior management negotiations, the disputing parties must refer the dispute to the senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	4	As per obligation 457. The obligation to refer a dispute to a senior executive officer of each disputing party is included in the Licence Compliance Register.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
460	Condition 4.1.1	Clause 8.1(4)	If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	As per obligation 457. The obligation to prepare a written and signed record of the resolution and adhere to the resolution is included in the Licence Compliance Register.	A	NR
461	Condition 4.1.1	Clause 8.3(2)	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1).	4	As per obligation 457. The obligation to at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1) is included in the Licence Compliance Register.	A	NR
Electricity Industry (Network Quality and Reliability of Supply) Code 2005							
462	Condition 4.1.1	Clause 5.1	A distributor or transmitter must, as far as reasonably practicable, ensure that electricity supply to a customer's electrical installations complies with prescribed standards	4	EVE network is designed, installed, operated and maintained to supply electricity adhering to voltage requirements set out in AS 60038; voltage fluctuations limits as set out AS/NZS 61000 Parts 3.3, 3.5 and 3.7; harmonic distortion limits outlined in AS/NZS 61000 Parts 3.2 and 3.6. This is detailed in EVE's service and technical installation rules. It is also stipulated in its network performance and planning criteria manual.	A	1
463	Condition 4.1.1	Clause 8	A distributor or transmitter must, so far as reasonably practicable, disconnect the supply of electricity to installations or property in specified circumstances, unless it is in the interest of the customer to maintain the supply.	4	The Network Operations Manager confirmed that no such instance occurred during the audit period. EVE's service and technical installation rules detail the provision of disconnection under certain circumstances to avoid damages and failure to adhere to harmonics and voltage fluctuation bands.	A	NR
464	Condition 4.1.1	Clause 9	A distributor or transmitter must, as far as reasonably practicable, ensure that the supply of electricity is maintained and	4	This obligation is provisioned within various documents such as EVE's standard terms and condition agreement and also in its service and	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			the occurrence and duration of interruptions is kept to a minimum.		technical installation rules in relation to minimising the effect of interruption to customers. <i>This is documented in the <i>Interruption to Supply procedure</i>.</i>		
465	Condition 4.1.1	Clause 10(1)	A distributor or transmitter must, so far as reasonably practicable, reduce the effect of any interruption on a customer.	4	This obligation is provisioned within various documents such as EVE's standard terms and condition agreement and also in its service and technical installation rules in relation to minimising the effect of interruption to customers. <i>This is documented in the <i>Interruption to Supply procedure</i>.</i>	A	NR
466	Condition 4.1.1	Clause 10(2)	A distributor or transmitter must consider whether, in specified circumstances, it should supply electricity by alternative means to a customer who will be affected by a proposed interruption.	4	No such instance occurred during the audit period. Alternate supply is considered in EVE's design of this network and to meet the compliance requirements with their own service and technical installation rules.	A	NR
467	Condition 4.1.1	Clause 12(3)	In the event of a significant interruption to a small use customer, a distributor must either: <ul style="list-style-type: none"> remedy the cause(s) of interruption so that the prescribed standard is met; or enter into an alternative arrangement to the customer's satisfaction for the supply of electricity. 	4	From January to August 2025, there were 40 planned outages and 2 unplanned outages (1 due to an upstream outage of Western Power and 1 due to cable break). Notice is given to customers of planned outages and the unplanned outages were remedied as quickly as possible. <i>This is documented in the <i>Interruption to Supply procedure</i>.</i>	A	1
468	Condition 4.1.1	Clause 13(2)	A distributor or transmitter must, so far as reasonably practicable, ensure that customers in specified areas do not have average total lengths of interruptions of supply greater than specified durations.	4	The average length of interruptions from January 2025 to August 2025 was 36.5 minutes. This was calculated using the specified method and is within specified durations. The average supply time was 99.8% which is also a good result. Outages are tracked in the Outages Register.	A	1

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
					This is documented in the <i>Interruption to Supply procedure</i> .		
469	Condition 4.1.1	Clause 13(3)	The average total length of interruptions of supply is to be calculated using the specified method.	4	The average length of interruptions from January 2025 to August 2025 was 36.5 minutes. This was calculated using the specified method. Outages are tracked in the Outages Register. This is documented in the <i>Interruption to Supply procedure</i> .	A	1
470	Condition 4.1.1	Clause 14(8)	A distributor or transmitter must, on request, provide to an affected customer a free copy of an instrument issued by the Minister and of any notice given under section 14(7) of the <i>Electricity Industry (Network Quality and Reliability of Supply) Code 2005</i> .	4	The Regulatory Compliance Officer confirmed there were no instruments issued by the Minister or of any notices under the Code in the audit period.	NP	NR
471	Condition 4.1.1	Clause 15(2)	A distributor or transmitter that agrees with a customer to exclude or modify certain provisions must set out the advantages and disadvantages to the customer of doing so in their agreement.	4	The Network Operations Manager confirmed there were no instances of agreeing with a customer to exclude or modify any provisions of the Code in the audit period,	NP	NR
472	Condition 4.1.1	Clause 18	A distributor operating a relevant distribution system must, in specified circumstances, make a payment to a customer within a specific timeframe for a failure to give required notice of planned interruption.	4	The audit noted there were planned outages in the audit period since January 2025 largely due to new connections. Notice is given of all planned outages. The audit confirmed that notice is given to customers at least 72 hours before any planned interruption. . There were no complaints or claims for failure to give the required notice. This is documented in the <i>Interruption to Supply procedure</i> .	A	NR
473	Condition 4.1.1	Clause 19	A distributor operating a relevant distribution system must, in specified circumstances, make a payment to a	4	No such instance was recorded for this audit period. Also, EVE is not an electricity networks corporation.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
			customer within a specific timeframe if a supply interruption exceeds 12 hours.				
474	Condition 4.1.1	Clause 21(1)	A distributor operating a relevant distribution system must provide eligible customers with information about applying for payments for failure to meet the requirements in sections 18 and 19 of the <i>Electricity Industry (Network Quality and Reliability of Supply) Code 2005</i> .	4	Not rated because EVE is not an electricity networks corporation.	NP	NR
475	Condition 4.1.1	Clause 21(2)	A distributor operating a relevant distribution system must provide written notice to customers about payments for failure to meet the requirements in sections 18 and 19 of the <i>Electricity Industry (Network Quality and Reliability of Supply) Code 2005</i> .	4	Not rated because EVE is not an electricity networks corporation.	NP	NR
476	Condition 4.1.1	Clause 21(3)	A distributor operating a relevant distribution system must provide written notice to eligible customers about payments for failure to meet the requirements in sections 18 and 19 of the <i>Electricity Industry (Network Quality and Reliability of Supply) Code 2005</i> not less than once in each financial year.	4	Not rated because EVE is not an electricity networks corporation.	NP	NR
477	Condition 4.1.1	Clause 23(1)	A distributor or transmitter must take all such steps as are reasonably necessary to monitor the operation of its network to ensure compliance with specified requirements.	4	EVE monitors its operation to adhere to provisions outlined in various documents such as EVE's standard terms and condition agreement and also in its service and technical installation rules in relation to minimising the effect of interruption to customers. There was not sufficient recorded data to test the network operation during this audit as the network has only been commissioned recently.	A	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
478	Condition 4.1.1	Clause 23(2)	A distributor or transmitter must keep records of information regarding its compliance with specific requirements for the period specified.	4	EVE retains an Outage Register. It will also be annually reporting its performance against its licence conditions (EDL007 and ERL28) datasheet to the ERA. Outages are tracked in the Outages Register. This is documented in the <i>Interruption to Supply procedure</i> .	A	NR
479	Condition 4.1.1	Clause 24(3)	A distributor or transmitter must complete a quality investigation requested by a customer in accordance with specified requirements.	4	No such quality investigation was requested by EVE customer to date as the network has only been commissioned recently.	NP	NR
480	Condition 4.1.1	Clause 24(4)	A distributor or transmitter must report the results of an investigation to the customer concerned.	4	No such quality investigation was requested by EVE customer to date as the network has only been commissioned recently.	NP	NR
481	Condition 4.1.1	Clause 25(2)	A distributor or transmitter must make available, at no cost, a copy of a document setting out its complaint handling processes to a small customer who makes a complaint to the distributor or transmitter or who asks to be given such information.	4	The Complaints Handling Policy is available on the EVE website at no cost and to customers upon request and at no cost.	NP	1
482	Condition 4.1.1	Clause 25(3)	A document setting out a distributor's or transmitter's complaint handling process must contain the specified information.	4	The Complaints Handling Policy includes the specified information.	A	1
483	Condition 4.1.1	Clause 26(1) and (2)	A distributor or transmitter must arrange for an independent audit and report on its systems for monitoring, and its compliance with specific requirements. This is to be carried out in respect of the operation of such systems during each reporting period of 3 years or as specified by the ERA.	4	As the network only commenced operation in January 2025, an independent audit is not required in this audit period.	NP	NR

No ⁵	Licence Condition	Legislative Reference	Description	Audit Priority ⁶	Observations	Adequacy of Controls Rating ⁷	Compliance Rating ⁸
483A	Condition 4.1.1	Clause 26(3) and (4)	A distributor or transmitter must publish the audit report not later than 1 October following the reporting period.	4	As per obligation 483.	NP	NR
483B	Condition 4.1.1	Clause 26(5)	A distributor or transmitter must give a copy of its audit report to the Minister and the ERA not less than 7 days before it is published.	4	As per obligation 483.	NP	NR
484	Condition 4.1.1	Clause 27(1)	A distributor or transmitter must annually prepare and publish a report about its performance in respect of each year ending on 30 June.	4	The audit confirmed the Annual Reliability and Power Quality Report for the year ending 30 June 2025 was provided to the ERA on 1 October 2025 and was published on the EVE website on 1 October 2025. This obligation is included in the Licence Compliance Register.	A	1
485	Condition 4.1.1	Clause 27(3)	A distributor or transmitter must give a copy of its report about its performance to the Minister and the ERA not less than 7 days before it is published.	4	As per obligation 484.	A	1

1.7 Audit Recommendations

Table of Current Audit Non- Compliances and Recommendations			
A. Resolved during current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Date Resolved (& management action taken)	Auditor's Comments
	Nil		
B. Unresolved at end of current audit period			
Recommendation (no./year)	Non-Compliance/Controls Improvement (Rating/Licence obligation ref. and obligation/Non-compliance or inadequacy of control)	Auditor's Recommendation	Action taken by the licensee by end of audit period
1/2025	<p>Financial Hardship Policy</p> <p>Rating: B2 (<i>Generally adequate controls – improvement needed / Non-compliant – minor impact on customers or third parties</i>)</p> <p><i>Obligation 221: A retailer must ensure that its hardship policy complies with the criteria specified in subclause 46(2).</i></p> <p>The audit reviewed the Payment Assistance and Financial Hardship Policy and confirmed compliance with the information in subclause 46(2), except there was no telephone number for services that can assist customers with a speech or hearing impairment.</p> <p>The Regulatory Compliance Officer advised that the ERA has requested EVE on 7 August 2025 to review its Financial Hardship policy and seek input/feedback from community representative organisations versed in dealing with financial hardship matters. EVE has completed the update and will submit the updated Hardship Policy including the number for hearing impaired customers to contact EVE.</p> <p>This obligation is included in the Licence Compliance Obligations Register.</p>	As planned by December 2025, the Payment Assistance and Financial Hardship Policy should be updated to include a telephone number for services that can assist customers with a speech or hearing impairment. The updated policy should be provided to the ERA to approve and include on the ERA's website.	In Progress

2. Asset Management System Review

2.1 Description of Infrastructure

Eglinton Village Energy Pty Ltd (EVE), a subsidiary of Zenith Connected Energy (ZCE), is the licensee of the Economic Regulation Authority (ERA) for the electricity distribution licence (EDL10) and the electricity retail licence (ERL33) under the provisions contained in the *Electricity Industry Act 2004*.

EVE operates a small microgrid under its EDL10 and retails electricity to currently 39 residential customers plus 2 business customers (1 sales office and 1 account for streetlights) under ERL33 to Eglinton Village. In addition, there are several temporary connections to provide builders' power for the construction of residential homes. The first permanent customer was connected in January 2025. There are currently no life support customers on the EVE microgrid. There are no special conditions attached to either of the two licences.

EVE has a physical connection to Western Power's 22 kV distribution network. Electricity is procured by EVE from Perth Energy under an electricity supply agreement. Electricity is then retailed to EVE customers inside the microgrid. Load is distributed by two underground 22 kV circuits which reticulates throughout the microgrid to several 22kV/415V distribution transformers. Individual sites within the microgrid are supplied by radial underground low voltage cables from these distribution substations and related switchgear.

The customer metering arrangement is under a service agreement with Intellihub. Metering data is sent from Intellihub to EVE's billing and account management agent WINconnect (owned by Origin Energy). EVE oversee and provide new customer connections following advice and design from internal and external resources. Microgrid maintenance activities are conducted by contractor, Nilsen.

EVE's licences were granted on 2 August 2023 and there has been no previous Performance Audits or Asset Management System Reviews conducted.

Under the licensing compliance requirements of the *Electricity Industry Act 2004* and as advised by the ERA, the draft audit reports for the performance audits and asset management system review are due for submission to the ERA by 1 November 2025.

Quantum Assurance has been engaged by EVE to complete this Performance Audit ('Audit') and Asset Management System Review which is consistent with the requirements of the *Australian Standard on Assurance Engagement ASAE3000 – Assurance Engagements Other than Audits or Reviews of Historical Financial Information* and the ERA 2022 Audit and Review Guidelines – Electricity and Gas Licences ('Guidelines').

The audit and review period is from 2 August 2023 to 31 August 2025.

2.2 Objectives and Scope

The objective of the review was to assess the adequacy and effectiveness of the asset management system in place for the undertaking, maintenance and monitoring of the licensee's assets.

The scope of the review included an assessment of the adequacy and effectiveness of the asset management system by evaluating the key processes of:

- Asset planning
- Asset creation/acquisition
- Asset disposal
- Environmental analysis
- Asset operations
- Asset maintenance
- Asset management information system
- Risk management
- Contingency planning
- Financial planning
- Capital expenditure planning
- Review of the asset management system.

As this is the first review, this was a reasonable assurance engagement.

All areas have been rated as priority 4 (Moderate priority) except for Asset Planning, Operational Environment and Contingency Planning that are rated High inherent risk as this is the first review.

Priority 2

- Asset planning (including development and maintenance of an asset management plan)
- Operational environment (all external factors affecting the system)
- Contingency planning.

2.3 Asset Management Process and Performance Rating Scales

The adequacy of process policy and definition and the performance of the key processes were assessed using the scales described in the tables below. The overall effectiveness rating for each asset management process is based on a combination of the process and policy adequacy rating and the performance rating.

Asset Management Process and Policy Definition - Adequacy ratings

RATING	DESCRIPTION	CRITERIA
A	Adequately defined	<ul style="list-style-type: none"> • Processes and policies are documented. • Processes and policies adequately document the required performance of the assets. • Processes and policies are subject to regular reviews and updated where necessary. • The asset management information system(s) are adequate in relation to the assets that are being managed.
B	Requires some improvement	<ul style="list-style-type: none"> • Process and policy documentation require improvement. • Processes and policies do not adequately document the required performance of the assets. • Reviews of processes and policies are not conducted regularly enough. • The asset management information system(s) requires minor improvements (taking into consideration the assets being managed).
C	Requires significant improvement	<ul style="list-style-type: none"> • Process and policies are incomplete or require substantial improvement. • Processes and policies do not document the required performance of the assets. • Processes and policies are considerably out of date. • The asset management information system(s) requires substantial improvement (taking into consideration the assets being managed).
D	Inadequate	<ul style="list-style-type: none"> • Processes and policies are not documented. • The asset management information system(s) is not fit for purpose (taking into consideration the assets being managed).

Asset Management Performance Ratings

RATING	DESCRIPTION	CRITERIA
1	Performing effectively	<ul style="list-style-type: none"> • The performance of the process meets or exceeds the required levels of performance. • Process effectiveness is regularly assessed, and corrective action taken where necessary.
2	Opportunity for improvement	<ul style="list-style-type: none"> • The performance of the process requires some improvement to meet the required level. • Process effectiveness reviews are not performed regularly enough. • Process improvement opportunities are not implemented.
3	Corrective action required	<ul style="list-style-type: none"> • The performance of the process requires significant improvement to meet the required level. • Process effectiveness reviews are performed irregularly, or not at all. • Process improvement opportunities are not implemented.
4	Some action required	<ul style="list-style-type: none"> • Process is not performed, or the performance is so poor that the process is considered to be ineffective.

2.4 Summary of Asset Management System Effectiveness Ratings

The review's assessment of the asset management system process and policy definitions and their effectiveness, based on the ratings scale in Section 4.3, is shown in the table below.

Section 4.6 provides further details of the current rating results for each process in the asset management system.

Summary of Asset Management Performance Ratings

Process and Policy Definition – Adequacy Rating	Performance Rating for Effectiveness Criteria					Total
	Rating	1 Performing effectively	2 Opportunity for improvement	3 Corrective action required	4 Some action required	
	A -Adequately defined	58	-	-	-	58
	B – Requires some improvement	-	-	-	-	-
	C – Requires significant improvement	-	-	-	-	-
	D – Inadequate	-	-	-	-	-
Total	58	-	-	-	58	

Asset Management System Performance Ratings

ASSET MANAGEMENT SYSTEM COMPONENT & EFFECTIVENESS CRITERIA	Process and Policy rating				Performance rating				
	Adequately defined	Requires some improvement	Requires significant improvement	Inadequate	Performing effectively	Opportunity for improvement	Corrective action required	Serious action required	Not Rated
1. Asset planning	A				1				
1.1 Asset management plan covers the processes in this table.	✓				✓				
1.2 Planning process and objectives reflect the needs of all stakeholders and are integrated with business planning.	✓				✓				
1.3 Service levels are defined in the asset management plan.	✓				✓				
1.4 Non-asset options (e.g. demand management) are considered.	✓				✓				
1.5 Lifecycle costs of owning and operating assets are assessed.	✓				✓				
1.6 Funding options are evaluated.	✓				✓				

ASSET MANAGEMENT SYSTEM COMPONENT & EFFECTIVENESS CRITERIA	Process and Policy rating				Performance rating				
	Adequately defined	Requires some improvement	Requires significant improvement	Inadequate	Performing effectively	Opportunity for improvement	Corrective action required	Serious action required	Not Rated
	A	B	C	D	1	2	3	4	NR
1.7 Costs are justified and cost drivers identified.	✓				✓				
1.8 Likelihood and consequences of asset failure are predicted.	✓				✓				
1.9 Asset management plan are regularly reviewed and updated.	✓				✓				
2. Asset creation/ acquisition	A				1				
2.1 Full project evaluations are undertaken for new assets, including comparative assessment of non-asset solutions.	✓				✓				
2.2 Evaluations include all life-cycle costs.	✓				✓				
2.3 Projects reflect sound engineering and business decisions.	✓				✓				
2.4 Commissioning tests are documented and completed.	✓				✓				
2.5 Ongoing legal/environmental/safety obligations of the asset owner are assigned and understood.	✓				✓				
3. Asset disposal	A				1				
3.1 Under-utilised and under-performing assets are identified as part of a regular systematic review process.	✓				✓				
3.2 The reasons for under-utilisation or poor performance are critically examined and corrective action or disposal undertaken.	✓				✓				
3.3 Disposal alternatives are evaluated.	✓				✓				
3.4 There is a replacement strategy for assets.	✓				✓				
4. Environmental analysis	A				1				
4.1 Opportunities and threats in the asset management system environment are assessed.	✓				✓				
4.2 Performance standards (availability of service, capacity, continuity, emergency response, etc) are measured and achieved.	✓				✓				
4.3 Compliance with statutory and regulatory requirements.	✓				✓				
4.4 Achievement of service standards (customer service levels, etc) is measured and achieved.	✓				✓				
5. Asset operations	A				1				

ASSET MANAGEMENT SYSTEM COMPONENT & EFFECTIVENESS CRITERIA	Process and Policy rating				Performance rating				
	Adequately defined	Requires some improvement	Requires significant improvement	Inadequate	Performing effectively	Opportunity for improvement	Corrective action required	Serious action required	Not Rated
	A	B	C	D	1	2	3	4	NR
5.1 Operational policies and procedures are documented and linked to service levels required.	✓				✓				
5.2 Risk management is applied to prioritise operations tasks.	✓				✓				
5.3 Assets are documented in an Asset Register including asset type, location, material, plans of components, and an assessment of assets' physical/structural condition.	✓				✓				
5.4 Accounting data is documented for assets.	✓				✓				
5.5 Operational costs are measured and monitored.	✓				✓				
5.6 Staff resources are adequate and staff receive training commensurate with their responsibilities.	✓				✓				
6. Asset maintenance	A				1				
6.1 Maintenance policies and procedures are documented and linked to service levels required.	✓				✓				
6.2 Regular inspections are undertaken of asset performance and condition.	✓				✓				
6.3 Maintenance plans (emergency, corrective and preventative) are documented and completed on schedule.	✓				✓				
6.4 Failures are analysed and operational/maintenance plans adjusted where necessary.	✓				✓				
6.5 Risk management is applied to prioritise maintenance tasks.	✓				✓				
6.6 Maintenance costs are measured and monitored.	✓				✓				
7. Asset Management Information System	A				1				
7.1 Adequate system documentation for users and IT operators.	✓				✓				
7.2 Input controls include appropriate verification and validation of data entered into the system.	✓				✓				
7.3 Security access controls appear adequate, such as passwords.	✓				✓				
7.4 Physical security access controls appear adequate.	✓				✓				

ASSET MANAGEMENT SYSTEM COMPONENT & EFFECTIVENESS CRITERIA	Process and Policy rating				Performance rating				
	Adequately defined	Requires some improvement	Requires significant improvement	Inadequate	Performing effectively	Opportunity for improvement	Corrective action required	Serious action required	Not Rated
	A	B	C	D	1	2	3	4	NR
7.5 Data backup procedures appear adequate and backups are tested.	✓				✓				
7.6 Computations for licensee performance reporting are accurate.	✓				✓				
7.7 Management reports appear adequate for the licensee to monitor licence obligations.	✓				✓				
7.8 Adequate measures to protect asset management data from unauthorised access or theft by persons outside the organisation.	✓				✓				
8. Risk management	A				1				
8.1 Risk management policies and procedures exist and are being applied to minimise internal and external risks.	✓				✓				
8.2 Risks are documented in a risk register and treatment plans are implemented and monitored.	✓				✓				
8.3 Probability and consequences of asset failure are regularly assessed.	✓				✓				
9. Contingency planning	A				1				
9.1 Contingency plans are documented, understood and tested to confirm their operability and to cover higher risks.	✓				✓				
10. Financial planning	A				1				
10.1 The financial plan states the financial objectives and identifies strategies and actions to achieve those.	✓				✓				
10.2 The financial plan identifies the source of funds for capital expenditure and recurrent costs.	✓				✓				
10.3 The financial plan provides projections of operating statements (profit and loss) and statement of financial position (balance sheets).	✓				✓				
10.4 The financial plan provides firm predictions on income for the next five years and reasonable indicative predictions beyond this period.	✓				✓				
10.5 The financial plan provides for the operations and maintenance, administration and capital expenditure requirements of the services.	✓				✓				

ASSET MANAGEMENT SYSTEM COMPONENT & EFFECTIVENESS CRITERIA	Process and Policy rating				Performance rating				
	Adequately defined	Requires some improvement	Requires significant improvement	Inadequate	Performing effectively	Opportunity for improvement	Corrective action required	Serious action required	Not Rated
	A	B	C	D	1	2	3	4	NR
10.6 Large variances in actual/budget income and expenses are identified and corrective action taken where necessary.	✓				✓				
11. Capital expenditure planning	A				1				
11.1 There is a capital expenditure plan covering works to be undertaken, actions proposed, responsibilities and dates.	✓				✓				
11.2 The capital expenditure plan provides reasons for capital expenditure and timing of expenditure.	✓				✓				
11.3 The capital expenditure plan is consistent with the asset life and condition identified in the asset management plan.	✓				✓				
11.4 There is an adequate process to ensure that the capital expenditure plan is regularly updated and implemented.	✓				✓				
12. Review of asset management system	A				1				
12.1 A review process is in place to ensure that the asset management plan and the asset management system described in it remain current.	✓				✓				
12.2 Independent reviews (e.g. internal audit) are performed of the asset management system.	✓				✓				

2.5 Detailed Review Observations

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
1		ASSET PLANNING		A	1
1.1	2	Asset management plan covers the processes in this table.	Zenith Connected Energy (ZCE) generates, distributes and retails energy behind the meter microgrid networks which are interconnected with the South West Interconnected System (SWIS). The electricity reticulation network for each microgrid has been acquired from the developer which is designed in conjunction with relevant Australian Standards and ZCE requirements. The Asset Management Plan (AMP) reviewed in 30 July 2025, was provided by the ZCE team for this audit. It has been developed to meet the requirements of <i>Western Australian Electricity Act 1945</i> , and the <i>Electricity (Network Safety) Regulations 2015</i> . The AMP includes the processes in this table.	A	1
1.2	2	Planning processes and objectives reflect the needs of all stakeholders and are integrated with business planning.	ZCE has developed Stakeholder Engagement processes that identify individuals, stakeholder groups and organisations having a relevant interest in the Network including safety, reliability, quality and operational aspects. In addition, the relationship with customers is managed in accordance with contracts and terms and conditions. All stakeholders have been identified in the Stakeholder Matrix in the AMP and the lines of communication with all stakeholders were confirmed to have been established by ZCE Management.	A	1
1.3	2	Service levels are defined in the asset management plan	ZCE have indicated that the design life of new infrastructure is approved with consideration for the deterioration of equipment during operation and mitigating effects of maintenance, replacement and redundancy. Operating conditions such as humidity, temperature, and fault operations are considered in the design and any excursions from the design envelope are addressed to review the expected remaining life of the equipment. The service levels are defined in section 6.3 of the AMP.	A	1
1.4	2	Non-asset options (e.g. demand management) are considered	ZCE have confirmed that the planning period is indicative and is subject to operational changes in the microgrid, market conditions and changing trends in consumer demand. The intention is to prioritise business processes and	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
			information gathering required to sustain business process improvement. The performance monitoring includes non-asset options in section 6.3 of the AMP.		
1.5	2	Lifecycle costs of owning and operating assets are assessed	Long-term asset replacement planning is modelled based on existing assets in service both on ZCE networks, manufacturers information and evidence of the same asset type used at other utilities. Section 6.5 of the AMP includes assessing the lifecycle costs of the assets.	A	1
1.6	2	Funding options are evaluated	ZCE have outlined that their project development process includes a phased approach to expansion or modification of existing assets and the development of new assets having evaluated all the funding options. For Eglington, there are three stages of development identified with only Stage 1 completed at this point.	A	1
1.7	2	Costs are justified and cost drivers identified	ZCE have outlined that the deployment of microgrids avoids significant Western Power network capacity upgrade costs that otherwise would have been prohibitive to the activation and development of some sites. Instead, smaller, lower cost feeders are being built such as the Eglington to interconnect the microgrid with the SWIS grid via a connection point at the boundary of the network. This is undertaken only because ZCE Management have identified relevant cost drivers and developed their business processes accordingly. Adoption of the microgrid model mitigates capacity issues from the SWIS as they are designed to have embedded generation and storage systems to supplement any shortfall of available capacity from the SWIS.	A	1
1.8	2	Likelihood and consequences of asset failure are predicted	ZCE have confirmed that they undertake balancing of costs, opportunities and risks against the required performance of assets to reduce the impact caused through likelihood and consequences of asset failure. Regular inspections are undertaken to predict signs of potential asset failure before the failure eventuates, which defines the purpose of Asset Management Plan.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
1.9	2	Asset management plan is regularly reviewed and updated	ZCE have confirmed that they will be reviewing and updating the AMP as fresh data becomes available annually or during the year. The AMP was reviewed and updated in July 2025.	A	1
2		ASSET CREATION/ ACQUISITION		A	1
2.1	4	Full project evaluations are undertaken for new assets, including comparative assessment of non-asset solutions.	Like any other project evaluations, ZCE also has in place a project development process which includes a phased approach to expansion or modification of existing assets and the development of new assets. Feasibility study includes early stage design of a preferred concept, with the aim of developing capital and operating cost estimates which support an economic evaluation of the proposed work. If there is more than one concept alternative, this phase identifies the preferred alternative to progress to execution phase.	A	1
2.2	4	Evaluations include all life-cycle costs.	The key factors that drive economic efficiency are: <ul style="list-style-type: none"> > Asset investment - the level of capital investment in the assets required to deliver the service. The key element is the level of asset utilisation. > Cost - the overhead, operating and maintenance costs associated with the network assets. > Risk management - determining the optimal point at which to maintain an asset within its life cycle or to augment an existing asset. Assets are tracked through ZCE's CMMS - PRONTO system providing breakdowns of inspections and maintenance performed on the asset. Long-term asset replacement planning is modelled based on existing assets in service both on ZCE networks, manufacturers' information and evidence of the same asset type used at other utilities.	A	1
2.3	4	Projects reflect sound engineering and business decisions.	Planning, engineering and technical design of the Network is conducted by qualified, competent and reputable engineering consultants. ZCE has systems and processes to ensure that all designs prepared and commissioned by others	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
			are validated as conforming with current legislative requirements and appropriate adopted standards. Accordingly, the network is designed, constructed, commissioned, operated and maintained to meet the requirements of relevant legislation, codes and standards. HAZID (Hazard Identification) and HAZOP (Hazard and Operability Study) reviews are undertaken to identify potential hazards and risks, addressing safety and operational concerns related to design activities.		
2.4	4	Commissioning tests are documented and completed.	The Execution Phase of the project includes detailed design, procurement, construction, and commissioning of the network. Commissioning tests are documented for handover to the operator of the network and all signed Equipment Commissioning Forms (ECFs) are verified before handing it over to the ZCE Operations team.	A	1
2.5	4	Ongoing legal/environmental/safety obligations of the asset owner are assigned and understood.	ZCE is responsible for the delivery of a safe and environmentally responsible service, with economic efficiency to stakeholders while maintaining best practice standards, which delivers sustainable long-term value to shareholders. The key elements are: <ul style="list-style-type: none"> • Safe operations - measured by the frequency and duration of supply incidents involving employees, contractors and the public. • Environmental impact - measured by the harmony with which a network can operate within a community mindful of and complying with that community's legislated environmental requirements. • Professional delivery - smart focused delivery of the "asset management" service by ZCE in a productive, efficient and commercially prudent manner. 	A	1
3		ASSET DISPOSAL		A	1
3.1	4	Under-utilised and under-performing assets are identified as part of a regular systematic review process.	Expenditure projections are based on a combination of both known issues and anticipated increases in expenditure as the network ages. Expectation of asset failures is derived from either statistical analysis of condition inspection data or documented industry practice. Operation and maintenance processes include economic evaluation to identify if the value of the asset to the network is comparative to its Operations and Maintenance (O&M) costs. Through this evaluation process, under-utilised and under-performing assets are identified.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
			At this stage, there is not sufficient operation and maintenance data recorded for the assets in the Eglington Village Network, hence no evaluation of this criteria could be achieved. As the plant only commenced operations in January 2025, the performance is rated as 1 (performing effectively).		
3.2	4	The reasons for under-utilisation or poor performance are critically examined and corrective action or disposal undertaken.	Through evaluation of condition and routine monitoring data, and assessing asset failures (to understand failure modes and thus predict failure frequency, improve risk assessment and thus maintenance requirements), and quantifying the value of the assets in the network, ZCE can undertake either corrective action to address poor performance or opt for asset disposal	A	1
3.3	4	Disposal alternatives are evaluated.	Decommissioning and abandonment planning ensures that in cases where assets are no longer required and not being replaced, the assets are tagged accordingly in the asset register and prioritized for action using a risk-based approach. Procedures and instructions for the decommissioning of various types of assets are developed as required covering safe design, materials management, demolition and testing of these assets. Evaluation of removed equipment and whether it can be disposed, repurposed for future use or repaired to a state fit for future service is completed.	A	1
3.4	4	There is a replacement strategy for assets.	ZCE maintains an asset replacement strategy to ensure that sufficient network capacity is in place to meet forecast loads immediately prior to the critical loading periods.	A	1
4		ENVIRONMENTAL ANALYSIS		A	1
4.1	2	Opportunities and threats in the system environment are assessed.	Improvement of asset management practices is achieved through a commitment to conducting internal and external audits, and comprehensive gap analysis of all facets of asset management activity. ZCE undertakes performance improvement and asset maintenance and replacement programs, which are driven by analysis of fault/performance/cost data.	A	1
4.2	2	Performance standards (availability of service, capacity, continuity, emergency response, etc.) are measured and achieved.	Internal and external benchmarking is used in establishing performance targets. Performance indicators are reviewed monthly by all senior management and all significant gaps between actual performance and target performance are analysed objectively so that alternative strategies and improvement plans can be identified.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
4.3	2	Compliance with statutory and regulatory requirements.	ZCE maintain established processes and procedures for monitoring compliance to legal obligations, regulatory requirements and their asset management plan. For ongoing monitoring of compliance, ZCE undertake periodic audits and review of their safety management system at least on an annual basis. ZCE's audit procedures describe requirements for recording, tracking and implementing corrective actions and continual improvement of processes and procedures. Corrective actions are tracked through STEMs system. Key Performance Indicators (KPIs) for compliance are based on timely submission of compliance and performance reports, audit/review reports and post audit/review implementation reports.	A	1
4.4	2	Achievement of customer service levels.	ZCE maintain connection agreements with their connected customers to ensure regulatory, technical and safety requirements and obligations are satisfied. Relationships with customers are managed in accordance with contracts and terms and conditions. The Customer and Stakeholder Engagement Procedures are regularly updated in response to ongoing consultation, specific agreement and/or changing regulatory obligations. ZCE has a duty of care for the general public to ensure that the network is operated in a safe manner, as well as for landowners where the mains assets are located through their property. Customer Service levels are based around KPIs for a safe, reliable, high-quality supply of electricity at a competitive delivered price. These KPIs are tracked and reported on a monthly basis to the management team. The audit confirmed the KPIs are being achieved for the audit period from commencement of operations in January 2025.	A	1
5		ASSET OPERATIONS		A	1
5.1	4	Operational policies and procedures are documented and linked to service levels required.	ZCE maintain a range of standard operating procedures (SOPs), site-specific operational procedures and work instructions to relevant staff. These procedures are adjusted on an as-required basis in order to maintain safe, reliable and high-quality supply of electricity to the end-users. The procedures are linked to the service levels and the KPI reporting.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
5.2	4	Risk management is applied to prioritise operations tasks.	Risk analysis is performed to AS/NZS 31000 for significant asset risks. ZCE's application of risk management to prioritise operations tasks is evident in their operating procedures. The SOP's are developed by risk analysis of each task in the procedure and prescribe the safe methods for routine work. Procedures are also in place to ensure work safety during non-standard or non-routine activities. The Microgrid Switching Operations Manual and Workplace Health & Safety Management Plan describe in more detail how these activities and risks are managed. Formal Safety Assessments and/or HAZOP studies are undertaken as required. Requirements and outcomes from the FSA, risk control plans, safety critical products, reporting and audit functions as well as HSE and compliance obligations are embedded into all of ZCE's operations and maintenance systems.	A	1
5.3	4	Assets are documented in an Asset Register including asset type, location, material, plans of components, and an assessment of assets' physical/structural condition and accounting data.	Appendix 2 of ZCE's Asset Management Plan has a detailed asset register for all Eglington Village Energy Assets. ZCE maintains locational information in the form of GPS coordinates of all assets in the asset register to levels of accuracy that can facilitate the efficient and timely locating of assets on-site. This information is uploaded into GIS (MIPELA) mapping software to ensure the most current asset mapping information is available to third parties requesting location information from Before You Dig Australia (BYDA). The AMP also provides physical/structural condition and accounting data for all assets, although these are not relevant for the Eglington assets at this stage as the assets are quite new and have just the commissioning handover documentation from the developer.	A	1
5.4	4	Accounting data is documented for assets.	The primary considerations of financial management for the electricity distribution network assets is achieved by establishing the value of assets compared to funding the operations and maintenance of those assets throughout their operational life and assessing any financial implications of the risk trade-offs. The levels of ZCE's operating and capital expenditure are determined on an annual basis and approved by the ZCE Board.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
5.5	4	Operational costs are measured and monitored.	The levels of ZCE's operating and capital expenditure is determined on an annual basis and approved by the ZCE Board. Operational costs are then measured and monitored on a monthly basis. Financial management is based on what costs need to be incurred over their operational life and what is their value (and the basis by which that value is determined).	A	1
5.6	4	Staff resources are adequate and staff receive training commensurate with their responsibilities.	ZCE utilises contractors to undertake O&M activities. Contractors are evaluated and engaged in accordance with ZCE's contractor procedure, which requires contractors to demonstrate that they have the knowledge and experience to work safely and effectively within the operating environment. ZCE procedures and documents and ZCE staff provide training and guidance to contractors and subcontractors to ensure awareness of all their specific requirements particularly those related to safety and competency. Approved contractors for the Eglington village are: <ul style="list-style-type: none"> • Nilsen • Jarrah • Avora Energy • TechSafe • Sunrise Energy • Intellihub Nilsen's staff training matrix was provided as evidence to check if the training requirements for staff were adequate and commensurate to their responsibilities.	A	1
6		ASSET MAINTENANCE		A	1
6.1	4	Maintenance policies and procedures are documented and linked to service levels required.	ZCE has developed a maintenance strategy which applies to all electrical assets located on ZCE Microgrids and have developed maintenance checklists for all assets. Assets are tracked through their life cycle in Parent Company CMMS - PRONTO on a SPV basis providing breakdowns of inspections and maintenance performed on the asset. The maintenance procedures are linked to the service levels and KPIs in the AMP.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
6.2	4	Regular inspections are undertaken of asset performance and condition.	<p>Scheduled maintenance and replacement programs are based on Reliability Centred Maintenance analysis. Most of the assets on ZCE's microgrids are new, or almost new (less than 5 years old), so the approach taken for inspection and maintenance is appropriate for their age. The maintenance requirements and frequencies have been outlined in the Maintenance Strategy, and they are based on O&M's recommendations, relevant Australian Standards, Industry Best Practice, ZCE's risk assessment and asset operating conditions.</p> <p>All maintenance and testing carried out is accompanied by completed documentation. However, as Eglington Village is fairly new, there was only limited completed documentation available for this Review.</p> <p>All routine inspection, testing and operation of the electrical equipment on ZCE Microgrids is done in accordance with all applicable legislative requirements, Switching Operations Manual, Permit System and H&S Management Plan.</p> <p>ZCE advised that work is carried out by reputable contractors (NILSON) on the Eglington site with ZCE undertaking at least monthly spot checks of the contractors works'.</p>	A	1
6.3	4	Maintenance plans (emergency, corrective and preventative) are documented and completed on schedule.	<p>The maintenance schedule forms part of the contractual arrangements between ZCE and the maintenance contractors. All maintenance will be attended to as scheduled on a weekly or monthly basis. It is not envisaged that there will be any bottlenecks with regards to maintenance or operational tasks in the foreseeable future (i.e. next 5 years).</p> <p>ZCE uses PRONTO for the planning and recording of asset preventative, corrective and emergency response maintenance of the microgrid and the BESS facility. The Maintenance Strategy outlines all the ongoing condition monitoring and preventive maintenance activities which are tracked through ZCE's CMMS PRONTO System for completion based on the recommended timeline. Although there is limited data to review for Eglington Village as it is a fairly new establishment, ZCE have taken learnings from historical maintenance at its Peel Renewable Energy site.</p>	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
6.4	4	Failures are analysed and operational/maintenance plans adjusted where necessary.	<p>On completion of the planned maintenance and inspections, a report is prepared which outlines analysis of results, defects that may have been identified, recommendations, etc. which inform the asset life cycle assessments. Maintenance strategy and plans are then adjusted to align with asset assessments following an inspection or planned maintenance.</p> <p>Due to the age of assets at Eglington, ZCE considers the risk of asset failure due to a lack of maintenance activities is considered to be negligible.</p>	A	1
6.5	4	Risk management is applied to prioritise maintenance tasks.	<p>When Work Order request is raised in PRONTO, its priority levels are assigned based on the following risk management principles:</p> <ul style="list-style-type: none"> • P1 – Breakdown / Urgent High Priority – Repaired immediately. (Defects that could present a safety risk to personnel and/or damage to equipment) • P2 – PM Task Preventative Maintenance • P3 – Scheduled with Next Service Low Priority – Reported to management, appropriately tagged and repaired at the earliest convenience. (All other defects) <p>The Reviewer has reviewed ZCE's Work Order system for Eglington and confirmed that it complies with their maintenance strategy.</p>	A	1
6.6	4	Maintenance costs are measured and monitored.	<p>Maintenance Management involves coordinated activity to realise value from assets and requires the balancing of costs, opportunities and risks associated with the maintenance activities against the required performance of assets in order to achieve the objectives as outlined in the Maintenance Strategy.</p> <p>Maintenance Costs are measured and monitored on a monthly basis and reported to ZCE management. Expenditure projections are based on a combination of both known issues and anticipated increases in expenditure as the network ages. Expectation of asset failures is derived from either statistical analysis of condition inspection data or documented industry practice.</p>	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
7		ASSET MANAGEMENT INFORMATION SYSTEM		A	1
7.1	4	Adequate system documentation for users and IT operators.	Training materials for the Pronto system developed by ZCE were provided. In addition, correspondence showing that workshops were conducted, and additional materials developed for users provided.	A	1
7.2	4	Input controls include appropriate verification and validation of data entered into the system.	Access to information pages within Pronto is dictated by employee role. With additional permissions having to go through an internal approval. This approval also applies for data entered in Pronto whereby management or senior staff are required to approve changes made that fall within their area.	A	1
7.3	4	Logical security access controls appear adequate, such as passwords.	Pronto access sits exclusively with ZCE personnel, who are based primarily at their offices in Belmont. Access to their systems and servers require password access. An excerpt showing the back-end configuration of password requirements for Pronto has been sighted, the current settings have various minimum requirements for different positions to ensure a strong password. Requirements include but are not limited to a minimum password length, use of capital and lower-case letters and special characters. Password strength requirements increases based on the user type (i.e. administrators have higher requirements compared to other users).	A	1
7.4	4	Physical security access controls appear adequate.	On site, kiosks were observed to have padlocks and the network room required key access with a sign in sheet. ZCE offices in Belmont have CCTV and require staff card access after-hours.	A	1
7.5	4	Data backup procedures appear adequate and backups are tested.	Feedback from ZCE's IT Support and Systems Officer, confirmed all data is hosted by ZCE or Epic IT on ZCE's behalf utilising a 3-2-1 backup strategy. We understand three copies of the data, are stored on two different types of media, with one copy kept off-site.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
			<p>Cloud services like Entra ID, Microsoft perform their own backups and additionally Epic IT employee a SaaS Protection service for further redundancy. Password management, Epic IT use passwords which use a "Password Vault" method to secure store these credentials.</p> <p>Access control - Epic IT only give ZCE users approved access to roles and permissions within ZCE's IT systems. Conditional access policies are also employed to further restrict access to only specific conditions.</p> <p>Pronto Cloud manage their data backups as part of their hosting responsibilities. Backups are performed nightly.</p>		
7.6	4	Key computations related to licensee performance reporting are materially accurate.	Regarding distribution network assets, data required to populate the distribution electricity reporting datasheets are available via Trunk. These datasheets were provided and were confirmed in this review as being accurate.	A	1
7.7	4	Management reports appear adequate for the licensee to monitor licence obligations.	<p>For the distribution network assets, data required to populate the distribution electricity reporting datasheets is available via Trunk. These datasheets were provided.</p> <p>Various reports were signed in the review to confirm that management reports are reviewed monthly to confirm compliance with licence obligations.</p>	A	1
7.8	4	Adequate measures to protect asset management data from unauthorised access or theft by persons outside the organisation.	<p>Feedback from ZCE's IT Support and Systems Officer, confirmed all data is hosted by ZCE or Epic IT on ZCE's behalf utilising a 3-2-1 backup strategy. We understand three copies of the data, are stored on two different types of media, with one copy kept off-site.</p> <p>Cloud services like Entra ID, Microsoft perform their own backups and additionally Epic IT employee a SaaS Protection service for further redundancy. Password management, Epic IT use passwords which use a "Password Vault" method to secure store these credentials.</p> <p>Access control - Epic IT only give ZCE users approved access to roles and permissions within ZCE's IT systems. Conditional access policies are also employed to further restrict access to only specific conditions.</p>	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
8		RISK MANAGEMENT		A	1
8.1	4	Risk management policies and procedures exist and are being applied to minimise internal and external risks associated with the asset management system.	The AMP includes detailed risk management policies. Risk analysis is performed to AS/NZS 31000 for significant asset risks. ZCE's application of risk management to prioritise operations tasks is evident in their operating procedures. The SOP's are developed by risk analysis of each task in the procedure and prescribe the safe methods for routine work. Procedures are also in place to ensure work safety during non-standard or non-routine activities. The Microgrid Switching Operations Manual and Workplace Health & Safety Management Plan describe in more detail how these activities and risks are managed. Formal Safety Assessments and/or HAZOP studies are undertaken as required. Requirements and outcomes from the FSA, risk control plans, safety critical products, reporting and audit functions as well as HSE and compliance obligations are embedded into all of ZCE's operations and maintenance systems.	A	1
8.2	4	Risks are documented in a risk register and treatment plans are actioned and monitored.	There is a detailed Risk Register that has been developed to identify, monitor and review critical risks associated with work activities performed by ZCE / EVE for the Eglinton Village Microgrid. This includes treatment actions that are review and monitored at the monthly team meetings.	A	1
8.3	4	The probability and consequences of asset failure are regularly assessed.	The Risk Register includes the probability and consequences of asset failure and is reviewed at the monthly team meetings.	A	1
9		CONTINGENCY PLANNING		A	1
9.1	2	Contingency plans are documented, understood and tested to confirm their operability and to cover higher risks.	The ZCE Emergency Management Plan was reviewed and updated in July 2025. The Plan is reviewed annually. There is also an overall Crisis Management Plan for all of ZCE's sites. No emergency testing was conducted during the review period as the site has only been operating since January 2025. The Emergency Management Plan requires two contingency exercises per asset class per year across all of Connected Energy's microgrids. The first emergency test for EVE was completed in the week ending 9 January 2026 based on a bushfire exercise. The next exercise is due mid-2026. The process	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
			for 6 monthly testing across the microgrids has been implemented. Therefore, the performance rating is 'Adequate'.		
10		FINANCIAL PLANNING		A	1
10.1	4	The financial plan states the financial objectives and strategies and actions to achieve the objectives.	The AMP (Section 10) includes the financial planning objectives, strategy, actions and responsibilities. ZCE conducts financial planning at the enterprise level for the year ahead. A budget memo issued internally layouts out directives and courses of actions to be taken internally to carry out each year's finance planning.	A	1
10.2	4	The financial plan identifies the source of funds for capital expenditure and recurrent costs.	Capital expenditure on the generation facilities and the electricity distribution networks is primarily funded out of various debt facilities with banks and other wholesale institutional investors and/or operating cashflows. Operational expenditures are primarily funded out of operating cashflows. The levels of ZCE's operating and capital expenditure is determined on an annual basis and approved by the ZCE Board.	A	1
10.3	4	The financial plan provides projections of operating statements (profit and loss) and statement of financial position (balance sheets).	Financial balance information for ZCE is collected in Pronto and visualised via PowerBI . Financial Statements are provided and reviewed monthly by ZCE management. The levels of ZCE's operating income and expenditure are determined on an annual basis and approved by the ZCE Board. The financial plan is referred to in AMP and the financial budget is detailed in the Board approved financial budgets and is monitored monthly with significant deviations being explained/discussed/approved with/by the ZCE Board. Any substantial amendment which requires capital expenditure is also submitted to the Board via a business case and approved and monitored. The financial reporting includes projections of income and expenses, and a statement of financial position.	A	1
10.4	4	The financial plan provides firm predictions on income for the next five years and reasonable indicative predictions beyond this period.	Capital expenditure on the generation facilities and the electricity distribution networks is primarily funded out of various debt facilities with banks and other wholesale institutional investors and/or operating cashflows. Operational expenditures are primarily funded out of operating cashflows.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
			<p>The levels of ZCE's operating and capital expenditure are determined on an annual basis and approved by the ZCE Board. An annual Financial Budget is prepared by ZCE and reviewed in monthly Financial Statements.</p> <p>The financial plan provides firm predictions on income for the next 5 years and reasonably indicative predictions beyond 5 years.</p>		
10.5	4	<p>The financial plan provides for the operations and maintenance, administration and capital expenditure requirements of the services.</p>	<p>The AMP states that an efficient works program balances resource constraint with the needs of the network and customers over a cycle of one to two years. The works program for business case production, project planning, tendering and field construction is based on prioritised budgets.</p> <p>A financial model for ZCE includes current and forecasted O&M costs for various contractors into the long term. The sample provided maps out the costs to 2045.</p> <p>The volumes of preventative, corrective maintenance activities conducted on the network are recorded and reported in the Contractors works management systems. The operating expenditure is determined by the quantity and type of the activities.</p> <p>For preventative maintenance activities, operating expenditure is based on the quantity provided in the maintenance plan for each major activity type.</p> <p>For reactive maintenance activities, operating expenditure is based on the estimated level of corrective maintenance activities such as those associated with third party damage to services.</p>	A	1
10.6	4	<p>Significant variances in actual/budget income and expenses are identified and corrective action taken where necessary.</p>	<p>Maintenance Costs are measured and monitored on a monthly basis and reported to ZCE management. Expenditure projections are based on a combination of both known issues and anticipated increases in expenditure as the network ages. Any significant variances in actual/budget income are identified and corrective action is taken by the management team. This is detailed in the monthly Financial Statements.</p> <p>Expectation of asset failures is derived from either statistical analysis of condition inspection data or documented industry practice.</p>	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
11		CAPITAL EXPENDITURE PLANNING		A	1
11.1	4	There is a capital expenditure plan that covers issues to be addressed, actions proposed, responsibilities and dates.	The AMP (Section 10) includes the approach to capital expenditure planning and the responsibilities. This includes a detailed description of issues to be addressed, actions proposed, responsibilities and due dates. The level of ZCE's operating and capital expenditure is determined on an annual basis and approved by the ZCE Board.	A	1
11.2	4	The plan provides reasons for capital expenditure and timing of expenditure.	The transformer and switch gear has only commenced operation in January 2025 and has a life cycle of at least 10 years, with the operating lifecycle being longer than that with annual inspections/service. The only capital expenditure is on an ad hoc basis pendent upon the requirements of new customers.	A	1
11.3	4	The capital expenditure plan is consistent with the asset life and condition identified in the asset management plan.	Projects and programs are targeted for completion to deliver the best outcomes for the business and its customers. Drivers for works programming include the timely construction of performance improvement projects to achieve maximum customer value for the initiatives. Programmed asset replacement projects are performed before failure and demand projects are completed to ensure that sufficient network capacity is in place to meet forecast loads immediately prior to the critical loading periods.	A	1
11.4	4	There is an adequate process to ensure that the capital expenditure plan is regularly updated and actioned.	Regular reviews with quarterly updates are performed as part of ZCE's planning process, including capital expenditure planning. The level of ZCE's operating and capital expenditure is determined on an annual basis and approved by the ZCE Board.	A	1
12		REVIEW OF ASSET MANAGEMENT SYSTEM		A	1
12.1	4	A review process is in place to ensure that the asset management plan and the asset management system described therein are kept current.	The AMP was reviewed and updated in July 2025 and is scheduled to be reviewed annually. The Regulatory Compliance Officer regularly reviews the ongoing compliance with the asset management system. This is included in the Register of Actions and Internal Audit Dates.	A	1

Item no.	Review Priority (1 High to 5 Low)	Component and Effectiveness Criteria (per Audit Guidelines)	Observations and results (including any potential improvements)	Process and Policy Rating	Performance Rating
12.2	4	Independent reviews (e.g. internal audit) are performed of the asset management system.	No internal audits were conducted on the current AMS outside of those required by the ERA as the site has only been operations from January 2025. The AMP includes annual review by the Regulatory Compliance Officer. The next review is due in July 2026.	A	1

2.6 Review Recommendations

As per the Audit and Review Guidelines, recommendations from the review that were rated as process C or D and/or effectiveness of 3 or 4 are listed in the following table. There were no recommendation in this review.

Table of Current Review Asset System Deficiencies and Recommendations			
A. Resolved during current review period			
Reference (no./year) Compliance rating	Asset System Deficiency (AMS Component/Effectiveness Criteria/Details)	Auditor's Recommendation	Management Action taken by end of review period
	Nil		
B. Unresolved during current review period			
Reference (no./year) Compliance rating	Asset System Deficiency (AMS Component/Effectiveness Criteria/Details)	Auditor's Recommendation	Management Action taken by end of audit period
	Nil		

Appendix A - Methodology

A1. Audit and Review Approach

Our approach to meeting the requirements for the performance audit and asset management system effectiveness review is set out below.

Audit and Review Planning

- Conduct an initial meeting with the ERA to confirm the audit/review approach and timing for the audit and review (*not required*).
- Contact the licensee to gain an understanding of the business, relevant management plans and systems that may affect the risk assessment for planning purposes (*completed*).
- Prepare a risk assessment including any specific factors or changes relevant to the licensee (in tabular form against each licence condition and asset management system component).
- Submit a draft **Audit and Review Plan**, including the risk assessment and proposed approach, to the ERA for review and approval.
- Send a **Pre-Visit Checklist** of information and documentation to the licensee to enable staff to prepare for the visit (and where possible, send us information prior to the site visit).

Fieldwork

- Undertake a visit to the licensee and conduct various meetings with stakeholders, including corporate services and works/facilities management personnel, to determine the effectiveness of systems and procedures in place and to compare actual performance against the licence standards. The on-site visit included our Engineer.
- Obtain copies of the latest asset management plans, performance reporting statistics and relevant correspondence between the licensee and the ERA for the audit period.
- The audit steps for the **Performance Audit** will include:
 - **analysis of documented procedures** to assess whether they are consistent with regulatory requirements or arrangements under the licence;
 - **review of systems and procedures** to assess whether they reflect compliance obligations and performance standards, including assessing and testing the following:
 - **control environment** – management’s philosophy and operating style, organisational structure, assignment of authority and responsibilities, the use of internal audit, the use of information technology and the skills and experience of the key staff members;
 - **information system** – the appropriateness of the information systems to record the information needed to comply with the licence, accuracy of data, security of data, cyber security and documentation describing the information system;
 - **control procedures** – the presence of systems and procedures to monitor compliance with the licence or the effectiveness of the asset management system and to detect and correct non-compliance or under-performance;
 - **compliance attitude** - the action taken by the licensee in response to the previous audit/review recommendations, and an assessment of management’s attitude towards compliance; and
 - **outcome compliance** – the actual performance against standards prescribed in the licence throughout the audit period.

- Update the risk assessment with any new information obtained in the course of the audit testing and, in instances of significant non-compliance, assess the licensee's plan to ensure compliance and recommend any further improvements to achieve compliance.
- The activities in the **Asset Management System Review** will include:
 - analyse the documented procedures and processes for the planning, construction, operation and maintenance of assets to assess whether they are consistent with regulatory requirements under the licence;
 - interview key personnel to assess whether they understand and comply with the documented processes and procedures;
 - physically inspect the key assets and infrastructure; and
 - assess the effectiveness of the processes and system in place.

Audit and Review Reporting

- Prior to the conclusion of the visit, the lead auditor will discuss any observations and recommendations with the licensee's management to confirm our understanding of the issues and to discuss the action to be taken.
- Provide a draft report to the ERA for review no later than two weeks before the final report is due and make any revisions necessary.
- Provide the updated draft report to the ERA for review and feedback prior to finalising the report.
- Issue the final report to the ERA.
- The ERA will arrange responses to the proposed actions in the Post Audit Implementation Plan.

A2. Key Documents Reviewed

Regulatory Compliance

- | | |
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| <ul style="list-style-type: none"> • Electricity Industry Act 2004 • Electricity Industry (Metering Code) 2012 • Economic Regulation Authority (Licensing Funding) Regulations 2014 • Electricity Compliance Reporting Manual (February 2023) • Code of Conduct for the Supply of Electricity to Small-Use Customers 2022 | <ul style="list-style-type: none"> • Electricity Distribution Licence EDL10 • Electricity Retail Licence ERL33 • Operating Area Map (ERA-EL-162) • Compliance Report to the ERA for 2024/2025 and acknowledgment of receipt. • Performance datasheet to the ERA for 2024/25 and acknowledgment of receipt • Fees paid to ERA 2023/24 and 2024/25 (payment advices) |
|--|--|

Performance Audit

Contracts and Billing

- Standard Contract
- Connection Agreement Terms and Conditions
- Welcome pack for new customers
- Customer List (2 August 2023 to 31 August 2025)
- EVE Invoices (sample)
- Customer Billing and Disconnection – Reconnection Process
- Final Billing procedure
- Notice of Extension (sample)
- EVE Fees and Charges (Current)
- EVE Customer Charter
- WINconnect Bill Explainer

Services

- EVE Services Module – Infrastructure Services
- EVE Services Module – Supply Services
- Metering Model Service Level Agreement
- Tariff Pricing update letter (example)
- Master Services Agreement – WINconnect Origin
- Meterology Procedure
- Registration Process for Metering Installation Providers
- Meter Data Customer Checklist
- Complaints and Dispute Resolution Policy (WINconnect)
- Confidential Information Policy (WINconnect)

Compliance

- Compliance Plan Policy
- Compliance Framework
- Compliance Register – All grids
- Risk Register
- Minutes of Meeting/Action Plan (Latest)
- Electricity Marketing Compliance Procedure
- Electricity Bill Payments Compliance Procedure
- Annual Reliability and Power Quality Report for FY25 for EVE (and emails to the Minister and ERA)
- Complaints and Communications Log for August 2023 to August 2025.
- Financial Hardship Policy
- Financial Hardship training
- Customer Safety Awareness
- Energy Efficiency Information
- Procedure for Service Standard Payments
- Life Support Register
- Family Violence Policy

Asset Management System

Asset Planning

- Asset Management Plan
- Network Access Agreement (and variations)
- Zenith/Intellihub MSA – Final
- ESA – Executed Agreement

Asset Creation/Acquisition

- EVE Electrical Distribution and Connection Manual
- Electrical Asset Register

Asset Operations & Maintenance

- Maintenance Checklists
- Microgrid Maintenance Strategy
- Planned Outage Notification Procedure
- Email Notification to Customers (example re outages)
- EVE Outage Summary
- Annual Reliability and Power Quality Report for the year ending 30 June 2025
- ESA Training Matrix
- Monthly Contractor KPI report (example)

Asset Management Information System

- Corporate Policy Statement- Information Security Management
- Data Retention Policy
- Privacy Policy

Financial Planning and Capital Expenditure Planning

- Annual Report 2024/25
- Connected Energy Budget FY26
- Board approval of the FY26 Budget.
- Capex Forecast EVE

Risk Management

- Risk Register
- EVE Formal Safety Assessment
- EVE Electricity Safety Manual

Contingency Planning

- Emergency Management Plan
- Restoration Priority Register Electrical Services Procedure.

A3. Key Contacts

The licensee’s representatives participating in the audit were:

- Stephan Boras - Regulatory Compliance Officer
- Jason Good – General Manager, Connected Energy
- Casey Gibson – Retail & Customer Strategy Manager, Connected Energy (and liaison with customer service provider Origin Energy)
- Peter Conca - Customer Service Coordinator, Connected Energy
- Hari Sridhar – Commercial Manager
- Tim Forsyth – Renewables Systems & Technology Project Manager
- Dean Tanner – Network Operations Manager.

A4. Consultants

NAME AND POSITION	BUDGET HOURS
Geoff White - Director	40
Susan Smith – Manager	60
Tanuja Sanders – Technical Director	60
TOTAL HOURS	160

End of Report