

National Energy Retail Rules

Group E (Relevant extracts of Part 2, new Part 8B and Part 13, Schedule 1 and transitional provisions)

This document shows changes to the relevant parts of the National Energy Retail Rules (NERR) made by the AEMC's recommended draft rules under its final report on the Review into extending the regulatory frameworks to hydrogen and renewable gases. The changes are shown in a modified version of the NERR that incorporates:

- all changes made to the NERR as at 8 September 2022 including rules that have been made as at 8 September 2022 but have not yet commenced; and
- changes made by the consultation version of the rules for Regulatory Sandboxing. The consultation version is available on the Energy Ministers' website: Energy Ministers publications | energy.gov.au

This modified version of parts of the NERR is provided for information only and should not be used for any other purpose. The Australian Energy Market Commission does not guarantee the accuracy, reliability or completeness of this version of the NERR.

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Part 2 Customer retail contracts

Division 4 Customer retail contracts—billing

28 Historical billing information (SRC and MRC)

- (1) A retailer must promptly provide a small customer with historical billing data for that customer for the previous 2 years on request.

Note

This subrule is classified as a tier 3 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(1A) In the case of gas, if there has been a change of gas type (as defined in rule 147C) during the previous 2 years, historical billing data provided under subrule (1) must specify the date on which the gas type changed.

- (2) Historical billing data provided to the small customer for the previous 2 years must be provided without charge, but may be provided subject to a reasonable charge where the data requested is for an earlier period or has been requested more than:
 - (a) four times in any 12 month period, in the case of the supply of electricity; or
 - (b) once in any 12 month period, in the case of the supply of gas.

Note

This subrule is classified as a tier 3 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

- (3) **Application of this rule to standard retail contracts**

This rule applies in relation to standard retail contracts.

- (4) **Application of this rule to market retail contracts**

This rule applies in relation to market retail contracts (other than prepayment *meter* market retail contracts).

Division 7 Market retail contracts—particular requirements

45A Definitions

In this Division:

benefit change means:

- (a) a change to, or the expiry of, a benefit (such as a price discount) provided to a customer for a minimum period or a fixed benefit period under a market retail contract during the term of that contract (whether or not as a result of the variation to the contract); and
- (b) a change of the type specified in the benefit change notice guidelines, but does not include an excluded change.

benefit change date means the date on which the benefit change will take effect.

benefit change notice means a notice provided by a retailer to a small customer under rule 48A.

benefit change notice guidelines means the guidelines made by the AER under rule 48B.

conditional discount means the amount by which a price payable by a small customer under a market retail contract is, or would be, reduced as a consequence of satisfying a payment condition.

conditional fee means a fee or charge payable by a small customer under a customer retail contract due to a failure to satisfy a payment condition.

Note:

Examples of fees for the purposes of this definition are late payment fees, direct debit dishonour fees and cheque dishonour fees.

dual fuel standing offer means a standing offer for the supply of both electricity and gas.

energy payment means any payment or credit by a retailer to a small customer for products or services provided by the small customer to the retailer under a market retail contract or a standard retail contract, for example a feed-in arrangement or demand reduction arrangement.

energy rate means any tariff or charge that is a component of the market offer prices under a market retail contract, or of the standing offer prices under a standard retail contract, but in each case excluding charges that are fees (including penalties).

Note 1:

Energy rates relate to the period or amount of energy consumption, such as daily charges and kilowatt hour charges.

Note 2:

Examples of fees for the purposes of this definition are account establishment fees, special meter read fees, new meter fees, credit card payment fees, late fees, and early termination fees.

excluded change means a change to the tariffs, charges or benefits to a small customer under a market retail contract that is specified not to be a benefit change under the benefit change notice guidelines.

fixed benefit period means a period of a market retail contract during which a benefit to the customer (such as a price discount) is available and where the end date of that period is:

- (a) specified or ascertainable at the beginning of that period; and
- (b) earlier than the date on which the contract will end.

fixed term retail contract means a market retail contract that contains a term or condition that specifies:

- (a) the date on which the contract will end; or
- (b) a method for calculating the date on which the contract will end and which is ascertainable at the time the contract is being entered into.

gas blend has the same meaning as in the *NGL*.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).G

payment condition means a provision of a customer retail contract that relates to the timing or method of payment of a bill.

price comparator has the same meaning as in *the Law*.

primary gas has the same meaning as in the *NGL*.

relevant benefit period means, in respect of a benefit change notice, the period in which the benefit that is changing was provided to a customer under a market retail contract.

49B Notification of gas type (gas only)

(1) Subject to subrule (2), a retailer must include, as a minimum requirement in relation to the terms and conditions of a market retail contract, the following information:

(a) the type of gas that may be supplied under the market retail contract; and

(b) if the type of gas that may be supplied under the market retail contract is a gas blend, the primary gases that are blended together to make the gas blend.

Note:

The type of gas that may be supplied through a distribution system could be a primary gas (for example, biomethane) or a gas blend made up of two or more primary gases (for example, a blend of natural gas and hydrogen).

(2) Subrule (1) does not apply if the only type of gas that may be supplied under a market retail contract is natural gas.

Part 8B **Notification of change of gas type**

147C **Definitions**

In this Part:

biomethane has the same meaning as in the *NGL*.

blending limit has the same meaning as in the *NGR*.

change of gas type means a change in the type of gas that may from time to time be supplied through a distribution system.

Note:

The type of gas that may be supplied through a distribution system could be a primary gas (for example, biomethane) or a gas blend made up of two or more primary gases (for example, a blend of natural gas and hydrogen).

A change of gas type would occur, for example, if only natural gas is supplied through a distribution system but then a new facility capable of injecting hydrogen is connected to that system and following the connection of that facility, customers may from time to time be supplied with a gas blend made up of natural gas and hydrogen.

gas blend has the same meaning as in the *NGL*.

previous notice has the meaning given in subrule 147D(4).

primary gas has the same meaning as in the *NGL*.

relevant distribution system has the meaning given in subrule 147D(1).

relevant retailer means a retailer with customers whose premises are connected to a relevant distribution system.

transition date means the first date on which there may be a change of gas type in the relevant distribution system.

Note:

For example, the transition date may be the first date on which a facility connected or to be connected to a relevant distribution system may inject gas (other than natural gas) into that distribution system.

147D **Distributor notice of change of gas type**

- (1) Subject to subrule (4), a distributor must, in accordance with this rule, notify each relevant retailer and AEMO in writing prior to a change of gas type in a distribution system or part of a distribution system (**relevant distribution system**).

Note

The AEMC proposes to recommend that this subrule is classified as a tier 3 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

- (2) A notice under subrule (1) must:
- (a) be in clear, simple and concise language; and
 - (b) include:

- (i) the transition date; and
 - (ii) the type of gas that may be supplied through the relevant distribution system on and from the transition date; and
 - (iii) whether the change of gas type is for a fixed time period or on an on-going basis and, if the change of gas type is for a fixed time period, the last day of that period; and
 - (iv) if the type of gas that may be supplied through the relevant distribution system is a gas blend:
 - (A) the primary gases that are blended together to make the gas blend; and
 - (B) whether the relevant distribution system is subject to or applies a blending limit and, if so, that blending limit; and
 - (v) the potential impact of the change of gas type on the volume of gas and the heating value of gas consumed by customers whose premises are connected to the relevant distribution system, compared to the type of gas supplied to the customer immediately prior to the transition date; and
- (c) be published on the distributor's website; and
- (d) be provided in the form and manner required by the guidelines made by the AER (if any) under rule 147G.
- (3) For the purposes of subrule (2)(b)(v), if the type of gas that may be supplied on and from the transition date is a gas blend, the potential impact on the volume of gas consumed and the heating value of that gas may be expressed as a range, provided that the upper end of the range must be determined based on the blending limit specified under subrule (2)(b)(iv)(B) (if any).
- (4) A distributor is not required to provide a notice under subrule (1) if:
- (a) the change of gas type for the relevant distribution system is a change from natural gas to biomethane or from natural gas to a gas blend comprised only of natural gas and biomethane; or
 - (b) a notice was previously provided under subrule (1) in relation to the change of gas type in the distribution system to a gas blend (previous notice) and after the transition date specified in the previous notice:
 - (i) there is a change to the volume of each primary gas that is blended together to make the gas blend; or
 - (ii) there is a change to any blending limit which the distribution system is subject to or applies, compared to that specified in the previous notice,
provided there is no change to the primary gases that may be blended together to make the gas blend.

147E Consultation on transition date

- (1) Prior to issuing a notice under rule 147D, a distributor must consult with relevant retailers and AEMO in relation to the proposed transition date.

- (2) In specifying a transition date under subrule 147D(2)(b)(i), the distributor must have regard to:
- (a) any submissions or comments received from relevant retailers or AEMO during consultation under subrule (1); and
 - (b) the relevant retailers' obligations to notify customers under rule 147F; and
 - (c) the reasonable requirements of retailers and AEMO to review their systems and processes to ensure compliance with national energy legislation.

147F Retailer notice of change of gas type

- (1) If a retailer receives a notice from a distributor under rule 147D, the retailer must, in accordance with this rule, notify relevant customers of a change of gas type.

Note

The AEMC proposes to recommend that this subrule is classified as a tier 3 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

- (2) A notice under subrule (1) must:
- (a) be provided not less than 5 business days before the transition date specified in the notice from the distributor under subrule 147D(1); and
 - (b) be in clear, simple and concise language; and
 - (c) include:
 - (i) the transition date;
 - (ii) a copy of the notice from the distributor under subrule 147D(1) or information on where the notice is published on the distributor's website;
 - (iv) the contact details of the retailer and distributor; and
 - (iv) any other information the retailer reasonably considers relevant to their customer's understanding of the potential impact of the change of gas type; and
 - (d) be provided in the form and manner required by the guidelines made by the AER under rule 147G (if any).

147G Guidelines

The AER may, in accordance with the retail consultation procedures, make guidelines in relation to the form and content of notices required under rules 147D and 147F.

Part 13 Trial waivers, trial Rules and trial projects

Division 2 Trial waivers

177 Consultation regarding a proposed trial waiver

- (1) Subject to subrule (3), the AER must carry out public consultation in relation to a proposed trial waiver, unless it is satisfied that the proposed trial waiver and trial project:
 - (a) is unlikely to have an impact on other regulated entities; and
 - (b) is unlikely to have a direct impact on retail customers other than those who provide explicit informed consent to participate in the trial project.
- (2) The AER must consult AEMO in relation to any potential impact of a proposed trial waiver and trial project on AEMO's operation of:
 - (a) the *power system* (as defined in the National Electricity Rules);
 - (b) the *market* (as defined in the National Electricity Rules);
 - (b) the *declared distribution systems* and *declared transmission system* for gas (as defined in the National Gas Law); or
 - (d) markets for ~~natural~~-gas.
- (3) The *Trial Projects Guidelines* must specify the procedures by which the AER will carry out public consultation in relation to a proposed trial waiver.

Division 3 Trial Rules

181 Request for a trial Rule

- (1) For the purposes of section 249(1)(a)(i) of *the Law*, a request for the making of a trial Rule must contain the following information:
 - (a) the name and address of the person making the request;
 - (b) a detailed outline of the proposed trial project;
 - (c) an explanation of how the proposed trial project will or is likely to lead to the achievement of the national energy retail objective;
 - (d) an explanation of the expected benefits and costs of the trial project for consumers and other market participants and the innovation that it may lead to;
 - (e) a description of the proposed trial Rule;
 - (f) a summary of the person's previous engagement with the AER, AEMO or any jurisdictional regulator in relation to the trial project;
 - (g) an explanation of why the trial Rule is needed in order to conduct the trial project;

- (h) an explanation of how consumer protections will be maintained under the trial Rule, including whether and how the explicit informed consent of retail customers participating in the trial project will be obtained;
 - (i) the applicant's approach to consumer engagement and dispute management;
 - (j) an explanation of how risks to the safety, reliability and security of supply of energy will be avoided or mitigated;
 - (k) an explanation of whether the *trial project* may have an adverse effect on *AEMO's* operation of:
 - (i) the *power system* (as defined in the National Electricity Rules);
 - (ii) the *market* (as defined in the National Electricity Rules);
 - (iii) the *declared distribution systems* and *declared transmission system* for gas (as defined in the National Gas Law); or
 - (iv) markets for ~~natural~~ gas,and if so, how such adverse effects will be avoided or mitigated;
 - (l) evidence that the person has the operational and financial ability to carry out the trial project;
 - (m) identification of the *trial project confidential information*;
 - (n) an explanation of how the *trial Rule* is likely to contribute to the development of regulatory and industry experience; and
 - (o) an outline of the trial closure process, and how participating retail customers will revert to their pre-existing supply arrangements after closure of the trial project.
- (2) For the purposes of section 24 of the Australian Energy Market Commission Establishment Act 2004 (SA) (as applied by section 223 of *the Law*), information provided by an applicant to the AEMC in, or in connection with, a request for the making of a trial Rule that is not identified as *trial project confidential information* is not information given to the AEMC in confidence.

Schedule 1 Model terms and conditions for standard retail contracts

(Rule 12)

PREAMBLE

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

More information about this contract and other matters is on our website [permitted alteration: insert retailer's website address].

1 THE PARTIES

This contract is between:

[Permitted alteration: name of designated retailer] who sells energy to you at your premises (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

2 DEFINITIONS AND INTERPRETATION

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a residential customer; or
- (b) you are a business customer who is a small customer; and
- (c) you request us to sell energy to you at your premises; and
- (d) you are not being sold energy for the premises under a market retail contract.

3.3 Electricity or gas

(a) Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

(b) Where this contract relates to gas, the type of gas that may be supplied under this contract is [Required alteration: insert the type of gas that may be supplied under the contract. If this is a gas blend, specify the primary gases (as defined in the National Gas Law) that are blended together to make the gas blend.]

[Permitted alteration: deletion of this clause is a permitted alteration where the only type of gas that may be supplied under the contract is natural gas].

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us *acceptable identification* and your contact details for billing purposes.

4.2 When does this contract end?

- (a) This contract ends:
 - (i) if you give us a notice stating you wish to end the contract—subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days notice; or
 - (ii) if you are no longer a small customer:
 - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days notice; or
 - (B) if you have not told us of a change in the use of your energy—from the time of the change in use; or
 - (iii) if we both agree to a date to end the contract—on the date that is agreed; or
 - (iv) if you start to buy energy for the premises:
 - (A) from us under a market retail contract—on the date the market retail contract starts; or

- (B) from a different retailer under a customer retail contract – on the date the customer retail contract starts; or
 - (v) if a different customer starts to buy energy for the premises—on the date that customer's contract starts; or
 - (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection—10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final *meter* reading (where relevant), this contract will not end under paragraph (a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
 - (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the *meter* on the date specified in your notice (or as soon as possible after that date if you do not provide access to your *meter* on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your *meter*.
- (b) In return, you agree:
 - (i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and
 - (ii) to pay the amounts billed by us under this contract; and
 - (iii) to meet your obligations under this contract and the energy laws.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises and, where we sell you gas, provision of metering

equipment. This is the role of your distributor under a separate contract called a customer connection contract.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must tell us promptly if:

- (a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises); or
- (b) you are aware of any change that materially affects access to your *meter* or to other equipment involved in providing *metering* services at the premises.

6.3 Life support equipment

- (a) If a person living or intending to live at your premises requires *life support equipment*, you must:
 - (i) register the premises with us or your distributor; and
 - (ii) provide *medical confirmation* for the premises.
- (b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to us or your distributor.
- (c) You must tell us or your distributor if the *life support equipment* is no longer required at the premises.
- (d) If you tell us that a person living or intending to live at your premises requires *life support equipment*, we must give you:
 - (i) at least 50 business days to provide *medical confirmation* for the premises;
 - (ii) general advice that there may be a *distributor planned interruption*, *retailer planned interruption* or *unplanned interruption* to the supply of energy to the premises;
 - (iii) at least 4 business days' notice in writing of any *retailer planned interruption* to the supply of electricity to the premises unless we have obtained your explicit consent to the *interruption* occurring on a specified date;
 - (iv) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and
 - (v) emergency telephone contact numbers.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

7 OUR LIABILITY

7.1 All customers

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

7.2 Customers who export electricity to the grid

Unless we have acted in bad faith or negligently, the Rules exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your premises.

8 PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note:

We do not impose any charges for the termination of this contract.

8.2 Changes to tariffs and charges

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.
 - (a1) We will also:

- (i) notify you at least five business days before the variation in the tariffs and charges are to apply to you; and
 - (ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.
- (a2) The notice must:
- (i) specify that your tariffs and charges are being varied;
 - (ii) specify the date on which the variation will come into effect;
 - (iii) identify your existing tariffs and charges inclusive of GST;
 - (iv) identify your tariffs and charges as varied inclusive of GST;
 - (v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
 - (vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- (a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):
- (i) where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
 - (ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;
 - (iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
 - (iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.
- (a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of a tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4), the reference to:
- (i) "are being varied" in paragraph (a2)(i) is taken to be "are being varied or have been varied (whichever is applicable)"; and
 - (ii) "will come into effect" in paragraph (a2)(ii) is taken to be "will come into effect or has come into effect (whichever is applicable)".
- (b) Our standing offer prices will not be varied more often than once every 6 months.

8.3 Variation of tariff due to change of use

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

- (a) if you notify us there has been a change of use—from the date of notification; or
- (b) if you have not notified us of the change of use—retrospectively from the date the change of use occurred.

8.4 Variation of tariff or type of tariff on request

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
 - (i) transfer you to that other tariff within 10 business days; or
 - (ii) transfer you to that other type of tariff from the date the *meter* is read or the type of *meter* is changed (if needed).

8.5 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.6 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

9 BILLING

9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your *meter* or otherwise in accordance with the Rules); and
- (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and
- (c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

9.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your *meter* cannot be read, if your *metering data* is not obtained (for example, if access to the *meter* is not given or the *meter* breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) when your *meter* is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later *meter* read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the *meter* was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the *meter* has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the *meter*, we will comply with your request but may charge you any cost we incur in doing so.

9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

- (a) 4 times in the previous 12 months, where this contract relates to electricity;
or
- (b) in the previous 12 months, where this contract relates to gas.

9.4A Your electricity (only) consumption and export information

Upon request, we must give you information about your electricity consumption or export for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months;
or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or

- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

10 PAYING YOUR BILL

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the *pay-by date*) on the bill. The *pay-by date* will be no earlier than 13 business days from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the *pay-by date*, we will send you a *reminder notice* that payment is required. The *reminder notice* will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

10.4 Late payment fees

If you have not paid a bill by the *pay-by date*, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website.

[Required alteration: deletion of this clause is a required alteration where late payment fees for small customers under a standard retail contract are not permitted by a State or Territory law].

11 METERS

- (a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):

- (i) reading, testing, maintaining, inspecting or altering any *metering* installation at the premises; and
 - (ii) calculating or measuring energy supplied or taken at the premises; and
 - (iii) checking the accuracy of *metered* consumption at the premises; and
 - (iv) replacing *meters*.
- (b) We will use our best endeavours to ensure that a *meter* reading is carried out as frequently as is needed to prepare your bills, consistently with the *metering rules* and in any event at least once every 12 months.
- (c) If we or our representatives seek access to the premises under paragraph (a), we will:
- (i) comply with all relevant requirements under the energy laws; and
 - (ii) carry or wear official identification; and
 - (iii) show the identification if requested.
- (d) If we propose to replace your electricity *meter* we must give you a notice with the right to elect not to have your *meter* replaced unless:
- (i) your *meter* is faulty or sample testing indicates it may become faulty; or
 - (ii) you have requested or agreed to the replacement of your *meter*.

11A INTERRUPTION TO ELECTRICITY SUPPLY

11A.1 Retailer may arrange retailer planned interruptions (maintenance repair etc)

- (a) We may arrange *retailer planned interruptions* to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of an electricity *meter*.
- (b) If your electricity supply will be affected by a *retailer planned interruption* arranged by us and clause 6.3(d)(iii) does not apply:
- (i) we may seek your explicit consent to the *interruption* occurring on a specified date; or
 - (ii) we may seek your explicit consent to the *interruption* occurring on any day within a specified 5 business day range; or
 - (iii) otherwise, we will give you at least 4 business days notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.

11A.2 Your right to information about planned interruptions

- (a) If you request us to do so, we will use our best endeavours to explain a *retailer planned interruption* to the supply of electricity to the premises which was arranged by us.
- (b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:

- (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For *interruptions* made by your distributor, we may refer you to your distributor to provide information.

12 UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
- (i) we will not charge interest on the undercharged amount; and
 - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

- (a) Where you have been overcharged by less than [required alteration: insert current overcharge threshold], and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by [required alteration: insert current overcharge threshold] or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the *meter* reading or *metering data* or for a test of the *meter* in reviewing the bill. However, you may be required to pay for the cost of the check or test, if the check or test shows that the *meter* or *metering data* was not faulty or incorrect.

- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

13 SECURITY DEPOSITS

13.1 Security deposit

We may require that you provide a *security deposit*. The circumstances in which we can require a *security deposit* and the maximum amount of the *security deposit* are governed by the Rules.

13.2 Interest on security deposits

Where you have paid a *security deposit*, we must pay you interest on the *security deposit* at a rate and on terms required by the Rules.

13.3 Use of a security deposit

- (a) We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract:
 - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or
 - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (b) If we use your *security deposit* or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

13.4 Return of security deposit

- (a) We must return your *security deposit* and any accrued interest in the following circumstances:
 - (i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the *pay-by dates* on our initial bills; or
 - (ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the *security deposit*, together with any accrued interest, to your next bill.

14 DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the *pay-by date* and, if you are a residential customer, you:
 - (i) fail to comply with the terms of an agreed payment plan; or
 - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a *security deposit* we are entitled to require from you; or
- (c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or
- (d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or
- (e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (f) we are otherwise entitled or required to do so under the Rules or by law.

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

14.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):
 - (i) on a business day before 8.00am or after 3.00pm; or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
 - (v) if you are being disconnected under clause 14.1(a), during an extreme weather event.
- (b) Your premises may be disconnected within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an emergency; or
 - (iii) as directed by a *relevant authority*; or
 - (iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or
 - (v) if you request us to arrange disconnection within the protected period; or

- (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
- (vii) where the premises are not occupied.

15 RECONNECTION AFTER DISCONNECTION

- (a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:
 - (i) you ask us to arrange for reconnection of your premises; and
 - (ii) you rectify the matter that led to the disconnection; and
 - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16 WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy to another customer; or
 - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- (e) tamper with, or permit tampering with, any *meters* or associated equipment.

17 NOTICES AND BILLS

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date 2 business days after it is posted; or

- (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18 PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

19 COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note:

Our standard complaints and dispute resolution procedures are published on our website.

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to [required alteration: insert name of relevant energy ombudsman].

20 FORCE MAJEURE

20.1 Effect of force majeure event

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

20.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

20.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

21 APPLICABLE LAW

The laws of [required alteration: insert name of the relevant participating jurisdiction where the customer's premises are located] govern this contract.

22 RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and *metering* identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this contract will come to an end.

23 GENERAL

23.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

- (a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.
- (b) We must publish any amendments to this contract on our website.

Simplified explanation of terms

billing cycle means the regular recurrent period for which you receive a bill from us;

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

customer means a person who buys or wants to buy energy from a retailer;

customer connection contract means a contract between you and your distributor for the provision of customer connection services;

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an *interruption*;

distributor means the person who operates the system that connects your premises to the distribution network;

distributor planned interruption means an *interruption* for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a *meter* (excluding a *retailer planned interruption*); or
- (c) the installation of a new connection or a connection alteration;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity or gas;

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

force majeure event means an event outside the control of a party;

GST has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection;

medical confirmation means certification from a registered medical practitioner of the requirement for *life support equipment* at your premises;

National Energy Retail Law means *the Law* of that name that is applied by each participating State and Territory;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

retailer means a person that is authorised to sell energy to customers;

retailer planned interruption means an *interruption* that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of an electricity *meter*; and
- (b) does not involve the distributor effecting the *interruption*; and
- (c) is not an *interruption* which has been planned by your distributor.

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

Rules means the National Energy Retail Rules made under the National Energy Retail Law;

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

small customer means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

standing offer prices means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

Schedule 3 Savings and Transitional Rules

New Part xx Rules consequential on the making of the National Energy Retail Amendment (Other gases) Rule 20xx

1 Definitions

In this Part:

Amending Rule means the *National Energy Retail Amendment (Other gases) Rule 20xx*.

change of gas type has the meaning given in rule 147C as in force on and from the effective date.

commencement date means the date the Amending Rule is made.

effective date means [the date three months after the commencement date].

new rule 49B means rule 49B of the Rules as in force on and from the effective date.

new subrule 147D(1) means new subrule 147D(1) as in force on and from the effective date.

required alterations means the amendments required by Schedule [x] of the Amending Rule to standard retail contracts.

2 Variation date – standard retail contracts

- (1) Retailers must make the required alterations to their standard retail contracts by the effective date.
- (2) Alterations made under subrule (1) must take effect on and from the effective date.

3 Variation date – market retail contracts

- (1) Subject to subrule (2), new rule 49B does not apply with respect to a market retail contract entered into prior to the effective date.
- (2) New rule 49B applies to a market retail contract entered into prior to the effective date if, after the effective date, that contract is varied.

4 Transition notices

- (1) A distributor is not required to provide a notice under new subrule 147D(1) in relation to a change of gas type that occurred before the effective date.