

Amendment Set

Note:

This document shows changes to the relevant parts of the National Energy Retail Rules proposed to be made by Schedule 1 of the *National Energy Retail Amendment (Real-time data for consumers) Rule 2025 No.6*, with project code ERC0399. This Schedule commences on 30 November 2028. This markup is provided for information only. The AEMC does not guarantee the accuracy or completeness of this document.

3 Definitions

Note—

Words and expressions used in these Rules have the same meanings as they have, from time to time, in *the Law* or relevant provisions of *the Law*, except so far as the contrary intention appears in these Rules. See clause 13 of Schedule 2 to the NGL (as applied by section 8 of *the Law*).

In these Rules—

acceptable identification, in relation to:

- (a) a residential customer—includes any one of the following:
 - (i) a driver licence (or driver's licence) issued under *the law* of a State or Territory, a current passport or another form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card, issued under *the law* of the Commonwealth or of a State or Territory;
 - (iii) a birth certificate; or
- (b) a business customer that is a sole trader or partnership—includes one or more of the forms of identification for a residential customer for one or more of the individuals that conduct the business or enterprise concerned; or
- (c) a business customer that is a body corporate—means Australian Company Number or Australian Business Number of the body corporate;

affected customer means any customer, including a former customer of a retailer, who is or was a small customer and who may be affected by *family violence*;

biomethane has the same meaning as in the NGL.

billing guideline means the guideline made by the AER in accordance with rule 25A.

cooling off period—see rule 47(2);

customer authorised representative means a person authorised by a:

- (a) small customer to act on its behalf under rules 56A and 56B; or
- (b) customer to act on its behalf under rule 86A.

defect at the metering installation has the same meaning as in the NER.

disconnection warning notice—see rule 110;

distributor planned interruption—see rule 88;

dual fuel market contract means:

- (a) one market retail contract between a small customer and a retailer for the sale of both electricity and gas by the retailer to the small customer; or
- (b) two market retail contracts with the same small customer, one for the sale of electricity and the other for the sale of gas to the customer, where the prices or conditions of one or both contracts are contingent on the customer entering into both contracts.

eligibility requirements means the requirements specified in rule 178 that the AER must have regard to when considering whether to grant a trial waiver;

embedded network has the same meaning as in the NER;

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.

e-marketing activity has the meaning given by section 109A of the *Telecommunications Act 1997* of the Commonwealth;

family violence has the meaning given to the term "domestic abuse" in section 8(8) of the *Intervention Orders (Prevention of Abuse) Act 2009* SA;

family violence policy means a policy prepared by a retailer in accordance with rule 76A of Part 3A;

gas blend has the same meaning as in the NGL.

good electricity industry practice has the same meaning as in the NER;

information requirements means the information that is required to be contained in an application for a trial waiver in accordance with rule 175(2);

interruption:

- (a) in the case of Division 9A of Part 2, means a temporary unavailability or temporary curtailment of the supply of electricity to a customer's premises or to any *secondary settlement point* within the premises; and
- (b) in all other cases, means a temporary unavailability or temporary curtailment of the supply of energy to a customer's premises, but does not include unavailability or curtailment in accordance with the terms and conditions of a customer retail contract or customer connection contract, and any applicable tariff, agreed with the customer;

Temporary unavailability or a temporary curtailment of the supply of energy to a customer's premises to implement a *regulated SAPS conversion* must be treated as an *interruption* for the purposes of these Rules and the *Law* (and not a de-energisation or disconnection).

Note:

Rule 107(4) provides that Part 6 (relating to de-energisation or disconnection of premises) does not apply to *interruptions* under Division 6 of Part 4 or under Division 9A of Part 2.

life support equipment means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support;
- (g) in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support;

maintenance replacement means the replacement of a small customer's existing electricity *meter* arranged by a retailer that is based on the results of sample testing of a *meter* population carried out in accordance with Chapter 7 of the NER:

- (a) which indicates that it is necessary or appropriate, in accordance with *good electricity industry practice*, for the *meter* to be replaced to ensure compliance with the *metering rules*; and
- (b) details of which have been provided to the retailer under Chapter 7 of the NER, together with the results of the sample testing that support the need for the replacement;

meter, in relation to a customer, means a device that measures the quantity of energy passing through a point at which energy is supplied to or by the customer;

metering coordinator, in the case of electricity—has the same meaning as "*Metering Coordinator*" in the NER;

metering data has the same meaning as:

- (a) in the case of electricity—in the NER; or
- (b) in the case of gas—in the applicable Retail Market Procedures;

metering data provision procedures has the same meaning as in the NER.

metering installation malfunction has the same meaning as in the NER;

metering rules:

- (a) for electricity—means the applicable Retail Market Procedures and Chapter 7 of the NER;
- (b) for gas—means the applicable Retail Market Procedures;

NEM Representative means a related body corporate (within the meaning of the *Corporations Act 2001* of the Commonwealth) of an electricity retailer that is registered with AEMO as a market customer under the NER and that, directly or indirectly, sells electricity to the retailer for on-sale to customers;

new meter deployment means the replacement of the existing electricity *meter* of one or more small customers which is arranged by a retailer other than where the replacement is:

- (a) at the request of the relevant small customer or to enable the provision of a product or service the customer has agreed to acquire from the retailer or any other person;
- (b) a *maintenance replacement*;
- (c) as a result of a *metering installation malfunction*; or
- (d) required under section 59(2) of *the Law*;

pay-by date—see rule 26;

premises connection point means, in relation to electricity, the point of connection between the distribution system and a customer's premises;

primary gas has the same meaning as in the NGL.

primary retailer means, in relation to a customer:

- (a) in relation to electricity:
 - (i) for a small customer, the financially responsible retailer for the customer's premises; and
 - (ii) for a large customer, the retailer that is the financially responsible Market Participant under the NER for the *premises connection point*; and
- (b) in relation to gas – the financially responsible retailer for the customer's premises;

real-time data has the same meaning as in the NER.

real-time data authorised recipient — see rule 59D.

real-time data facilitation charge — see rule 59F.

real-time data procedures has the same meaning as in the NER.

regulated SAPS conversion means the conversion of a part of a distribution system to a regulated stand-alone power system within the meaning of the NEL.

relevant authority means:

- (a) AEMO; or
- (b) State or federal police; or
- (c) a person or body who has the power under law to direct a distributor to de-energise premises;

reminder notice—see rule 109;

responsible person, in the case of gas - means the person who, under the applicable Retail Market Procedures, is responsible for *meter* reading;

retailer planned interruption—see rule 59B;

secondary meter means a *meter* for a *secondary settlement point*;

secondary settlement arrangement, in the case of electricity, means *metering data* from one or more *secondary settlement points* within a customer's premises is used to calculate the customer's bill;

secondary settlement point has the same meaning as in the NER;

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

small generator means a generating unit or battery of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters) that is connected to a distribution system.

telemarketing call has the same meaning as in the *Telecommunications Act 1997* of the Commonwealth;

the Law means the National Energy Retail Law;

trial project confidential information means information regarding a trial project and submitted to:

- (a) the AER in, or in connection with, an application for a trial waiver; or

(b) the AEMC in, or in connection with, a request for the making of a trial Rule, which is identified by the applicant as being confidential;

Trial Projects Guidelines has the same meaning as in the NER.

type of gas means a *primary gas* or a *gas blend*.

Note:

For example, the *type of gas* supplied may be a *primary gas* such as natural gas or *biomethane* or a *gas blend* made up of natural gas and hydrogen.

unplanned interruption—see rule 88.

void transfer means the transfer of a small customer from a retailer to another retailer which is void under section 41(1) of *the Law*.

void transfer date means the date of the *void transfer*.

52A Restrictions on fees

- (1) Subject to subrule 59F(5), a A retailer must not charge the following customers any fees, other than fees that are network charges:
 - (a) hardship customers;
 - (b) residential customers who are not hardship customers but who are experiencing payment difficulties; and
 - (c) *affected customers*.
- (2) A retailer must not charge a small customer any of the following fees, other than fees that are network charges:
 - (a) fees for *meter* reads for the purposes of commencing or terminating a customer retail contract or a deemed customer retail arrangement;
 - (b) fees for de-energisation or re-energisation of the customer's premises;
 - (c) fees for establishing an account with the retailer upon entry into a customer retail contract;
 - (d) fees that exceed a reasonable estimate of the costs incurred, or likely to be incurred, by the retailer as a result of providing the customer the service to which the fee relates.
- (3) This rule applies in relation to standard retail contracts and market retail contracts.

59C Retailer interruption to supply – electricity (SRC and MRC)

- (1) A retailer may, subject to and in accordance with any requirements of the energy laws, arrange a *retailer planned interruption* by:
 - (a) giving the relevant customer the notice under subrule (2); or
 - (b) other than in the circumstances described in paragraph (c), obtaining the relevant customer's explicit consent to the *interruption* occurring:
 - (i) on any day within a date range of 5 business days; or

- (ii) on a specified date,
in which case subrule (1A) applies; or
 - (c) where a person residing at the premises requires *life support equipment*, obtaining the relevant customer's explicit consent to the *interruption* occurring on a specified date, in which case subrule (1A) applies.
- (1A) If the retailer obtains the consent of the relevant customer pursuant to subrule (1)(b) or (1)(c):
 - (a) the retailer must retain the record of consent for a period of at least 2 years in a format and including such information to enable the retailer to answer enquiries from the customer relating to the consent; and
 - (b) subrules (2), (3) and (4) regarding planned *interruption* notices will not apply.
- (2) If the retailer has not obtained a customer's consent to the *retailer planned interruption* occurring within a date range or on a specified date in accordance with subrule (1) (as applicable), the retailer must notify the relevant customer of the *retailer planned interruption* by any appropriate means at least 4 business days before the date of the *interruption*.

Note

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

- (3) The notice given by a retailer under subrule (2) may be given in the same notice required to be given under rule 59A(2).

Note

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

- (4) The notification must:
 - (a) specify the expected date, time and duration of the *retailer planned interruption*, and whether the *interruption* is for the purposes of installing, maintaining, repairing or replacing an electricity *meter* for the notified customer or for another customer; and
 - (b) include a 24 hour telephone number for enquiries (the charge for which is no more than the cost of a local call); and
 - (c) include a statement that any enquiries regarding the *retailer planned interruption* are to be directed to the retailer.

Note

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

- (5) In the case of a *retailer planned interruption*, the retailer must use its best endeavours to arrange to restore the customer's supply as soon as possible.

Note:

Rule 107(4) provides that Part 6 (relating to de-energisation or disconnection of premises) does not apply to *interruptions* under this rule.

Note

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

(6) **Application of this rule to standard retail contracts**

This rule applies in relation to standard retail contracts.

(7) **Application of this rule to market retail contracts**

This rule applies in relation to market retail contracts.

(8) Despite references to standard retail contracts and market retail contracts in this rule, this rule applies to all customers (including large customers).

Division 9B Real-time Data

59D Real-time data authorised recipients

- (1) A person, including a retailer or *metering coordinator*, must not facilitate or provide access to a small customer's *real-time data* for any person other than the small customer or a *real-time data authorised recipient*.

Note

The AEMC proposed to recommend that this subrule is classified as a tier 1 civil penalty provision under the National Energy Retail Regulations. See Appendix C of the final determination.

- (2) A *real-time data authorised recipient* for a small customer's *meter* includes any of the following persons that have received consent from the small customer to receive *real-time data* from the small customer's *meter*:

- (a) a Registered Participant;
- (b) the AER, jurisdictional regulators and AEMO; and
- (c) a person registered and accredited by AEMO under clause 7.4.5 of the NER.

- (3) Notwithstanding subrule (1) and (2):

- (a) AEMO is not required to obtain a small customer's consent to access that customer's *real-time data* where AEMO is accessing the *real-time data* solely for the purpose of fulfilling its functions under clause 7.4.5 of the NER; and
- (b) a distributor is not required to obtain a small customer's consent to access that customer's *real-time data* where accessing the *real-time data* does not impact the customer's communications infrastructure.

- (4) A request for consent under subrule (2) must:

- (a) specify the service for which *real-time data* is to be used;

- (b) specify any charges that may be payable by the small customer to the *real-time data authorised recipient* for the service referred to in paragraph (a);
 - (c) present the customer with an active choice to give consent, which must not be the result of default settings or pre-selected options; and
 - (d) provide the small customer with information on how to revoke its consent to the provision of *real-time data*.
- (5) A *real-time data authorised recipient* must only use *real-time data* in accordance with the terms of the small customer's consent and for the purposes of providing the service specified under subrule (4)(a).

Note

The AEMC proposed to recommend that this subrule is classified as a tier 1 civil penalty provision under the National Energy Retail Regulations. See Appendix C of the final determination.

59E Retailer obligation to facilitate access to real-time data

- (1) A small customer (other than a small customer connected to an *embedded network*) or a *real-time data authorised recipient* may request that the small customer's retailer facilitate access to *real-time data* from the small customer's *meter*.
- (2) Following a request under subrule (1), the retailer must:
 - (a) facilitate access to *real-time data* free of charge where the small customer's current *meter*:
 - (i) was installed after 30 November 2028; or
 - (ii) already meets the minimum services specification in item (g) of table S7.5.1.1 of the NER; or
 - (b) where the small customer's *meter*:
 - (i) was installed prior to 30 November 2028; and
 - (ii) does not meet the minimum services specification in item (g) of table S7.5.1.1 of the NER,
offer the small customer the choice of the following options to enable access to *real-time data*:
 - (iii) replacing the *meter*;
 - (iv) retrofitting the *meter*, where this is available; or
 - (v) another lower cost option, where this is available.
- (3) Where subrule (2)(b) applies, the retailer must inform the small customer or *real-time data authorised recipient* of any applicable *real-time data facilitation charge* in accordance with rule 59F.
- (4) If the request under subrule (1) is from a *real-time data authorised recipient*, the retailer must verify the small customer's consent required under rule 59D.

- (5) A retailer must retain the record of the small customer's consent for a period of at least 2 years in a format and including such information to enable the retailer to answer enquiries from the small customer or the AER relating to the consent.
- (6) Subject to subrules (7) and (8), the retailer must facilitate *real-time data* access for the small customer or the *real-time data authorised recipient* within 15 business days of:
 - (a) where subrule (2)(a) applies, a request being made under subrule (1);
 - (b) where subrule (2)(b) applies, a request being made under subrule (1) or agreement to pay any applicable *real-time data facilitation charge* under subrule (3) (whichever is later).
- (7) The timeframe in subrule (6) will be extended:
 - (a) where facilitating access to *real-time data* requires the replacement or retrofit of the small customer's *meter*, in which case the timeframe will be extended by the time required for the new meter replacement under clauses 7.8.10A, 7.8.10B, 7.8.10C or 7.8.10D of the NER (as applicable);
 - (b) where there is a *defect at the metering installation* and rectification of the defect is necessary to facilitate *real-time data* access, the timeframe will be extended by the time it takes to rectify the defect under rule 59AAA;
 - (c) for any time required for the retailer to verify the small customer's consent under subrule (4); or
 - (d) in other circumstances specified in the *real-time data procedures*.
- (8) A retailer is not required to facilitate *real-time data* access:
 - (a) where there is a *defect at the metering installation*, rectification of the *defect at the metering installation* is necessary to facilitate *real-time data* access and either:
 - (i) the *defect at the metering installation* has not been rectified following a request under rule 59AAA; or
 - (ii) the *defect at the metering installation* cannot be rectified; or
 - (b) where the small customer or *real-time data authorised recipient* does not agree to pay any applicable *real-time data facilitation charge*; or
 - (c) in other circumstances as may be specified in the *real-time data procedures*.
- (9) A retailer must notify the small customer or *real-time data authorised recipient* within 15 business days of receiving a request under subrule (1) if:
 - (a) an extension of time applies under subrule (7); or
 - (b) the retailer is not required to facilitate *real-time data* access under subrule (8).
- (10) A retailer must notify a small customer or *real-time data authorised recipient* that has made a request under subrule (1) when the request has been completed and provide information about how to access *real-time data*.

- (11) If a small customer who has been provided with access to *real-time data* under this rule changes retailer, but remains at the same premises, the incoming retailer must continue to provide access to *real-time data* at the small customer's premises free of charge.
- (12) A retailer must revoke access to *real-time data* for a small customer within 3 business days of:
- (a) receiving a request from the small customer for access to be revoked; or
 - (b) becoming aware that *real-time data* is being accessed without the small customer's consent.

Note

The AEMC proposed to recommend that this subrule is classified as a tier 1 civil penalty provision under the National Energy Retail Regulations. See Appendix C of the final determination.

- (13) For the purposes of rule 76G:
- (a) *real-time data* is affected customer information; and
 - (b) a *real-time data authorised recipient* is to be treated as 'any other person'.

(14) Application of this rule to standard retail contracts

This rule applies in relation to standard retail contracts.

(15) Application of this rule to market retail contracts

This rule applies in relation to market retail contracts.

59F Real-time data facilitation charge

- (1) A retailer:
- (a) may only charge a small customer or a *real-time data authorised recipient* for facilitating access to *real-time data* where:
 - (i) rule 59E(2)(b) applies; and
 - (ii) such charge does not exceed a reasonable estimate of the costs incurred, or likely to be incurred, by the retailer to facilitate *real-time data* access at the small customer's premises (*real-time data facilitation charge*); and
 - (b) must not impose any other charges for facilitating access to *real-time data*.
- (2) A *real-time data facilitation charge* may only be imposed once for each small customer premises, to enable the *meter* at the small customer's premises to provide *real-time data* access.
- (3) A retailer must offer a small customer the option to pay a *real-time data facilitation charge* as a one-off payment or in installments.
- (4) Where a small customer elects to pay a *real-time data facilitation charge* in installments and the small customer terminates its customer retail contract prior to payment of all installments, the retailer may require the small customer to pay the outstanding amount as an exit charge.

(5) Rule 52A(1) does not prevent a retailer charging a small customer a *real-time data facilitation charge* in accordance with this rule.

(6) **Application of this rule to standard retail contracts**

This rule applies in relation to standard retail contracts.

(7) **Application of this rule to market retail contracts**

This rule applies in relation to market retail contracts.