

**Customer access to their energy and metering data
under the National Electricity Rules**

Rule change request

October 2013

1. Name and address of rule change proponent

Standing Council on Energy and Resources
SCER Senior Committee of Officials
Standing Council on Energy and Resources Secretariat
GPO Box 1564
Canberra
ACT 2601

2. Description of the proposed rule

The purpose of this proposed rule is to establish a clear and transparent framework for governing the ability of customers to request and receive their personal energy and metering data from their financial responsible market participant (i.e. retailer). This is achieved through making amendments to Chapter 7 of the National Electricity Rules (NER) and, where necessary, the National Energy Retail Rules (NERR). These amendments will:

- Require the retailer to provide the requested consumption data (metering and settlement ready data) in a standardised minimum format which is easy to understand. The Australian Energy Market Operator (AEMO) would be required to develop and publish procedures that outline the specifications for data format/s.
- Impose an obligation on the retailer to respond and deliver the data within a specified timeframe. It is considered that a maximum of ten business days from the initial request is appropriate.
- Clarify that a customer's agent has the ability to access energy and metering data directly from the customer's retailer. Such access will be in accordance with existing security and privacy constraints.
- Establish what fees are able to be charged by the retailer for providing such data under this new framework. The proposed rule includes a provision which states that customers are able to receive their energy and metering data in the minimum standard format at no cost once per billing period. This is consistent with current market arrangements and obligations under the National Energy Retail Rules (NERR).
- Clarify that distributors or meter data providers may provide consumption information directly to the customer or their agent if they wish to do so, as long as they:
 - comply with the relevant privacy law obligations; and
 - meet the format, specified timeframe and fee requirements that are imposed on retailers.
- Impose a requirement on retailers and distributors to make information available to customers about who has access to data obtained from the meter and how the data is used by those parties. Using a set of common terminology, retailers and distributors would be required to inform customers of how data obtained from the meter is used by different parties within the electricity system.

This proposed rule uses the existing definitions in the NER for metering and settlements ready data. For clarity, this is defined as the data recorded by a customer's meter, retrieved from that meter, and then validated through National Electricity Market (NEM) processes and systems for market settlement and retail billing. The level of data available to customers will depend on the type of meter installed at the premise.

The new provisions would apply to all categories of customers, both residential and industrial and commercial, noting that the NER does not refer to categories of customers in the way that the NERR does. However, the new rule should recognise that the information needs of customers could vary. For this reason the proposed rule also includes an obligation on retailers to provide a summary of a customer's interval data where a customer requests it. This is in addition to the obligations to provide raw data. AEMO would be required to develop and publish procedures that outline the specifications for data format/s.

Where a customer has an accumulation meter the proposed rule also requires the retailer to provide data (full set or summary) based on the relevant net system load profile (NSLP).

This could assist a customer with an accumulation meter to assess the benefits of changing to an interval meter (which would allow them to switch tariff) by comparing their current charges with anticipated charges under the new tariff. These charges are partially determined by the net system load profile that is applied to that customer. Consumers may wish to compare this to their own estimates of their actual consumption patterns.

AEMO publishes the net system load profile for each distribution area (and, for some distribution areas, separate profiles for customers with controlled load). While a customer (or their agent) could access these published data sets directly from AEMO's website, it may not be clear which profile applies to them, and the format may not be suitable for a particular customer's needs. We therefore propose that a customer's retailer be obliged to provide a customer with the relevant NSLP, either in its complete or summary form.

This proposed rule also reflects the overarching principle that consumers should know how metering data is used within the electricity industry, who has access to metering data, under what circumstances metering data would be shared with third parties and how metering data is protected (including regulatory protections).

Through establishing a clear and transparent framework for the management of metering data, including customer access to their personal consumption data, this proposed rule will improve customer ability to access their metering and settlements ready data and to share that data with energy service providers. This will help to:

- improve awareness of their electricity consumption patterns
- enable more informed choices about different demand side products (DSP) and services that better suit their circumstances and needs; and
- promote efficient retail electricity markets through better products and services available to customers.

These proposed changes to the NER would not limit customers from accessing their personal data through other means, such as a retailer's website, nor for sharing with other parties if the customer wishes.

As the terms governing the relationship between customers and their retailer and distributor (respectively) are found in the NERR (and not the NER), the proposed rule also makes changes to the NERR to reflect that energy consumption data must be provided free of charge (once every billing period). This will also include providing information in the specified data formats by the customer's retailer and/or distributor.

It is the intention of the proposed rule to ensure that the access rights provided for in the NER are reflected in the current frameworks and practices found in the NERR.

The attached draft rule sets out the proposed changes in this rule change request. It has been developed based on the AEMC Power of choice review final report - draft specifications,¹ and additional recommendations arising from work carried out by SCER on the privacy of smart metering data.

3. Background to the proposed rule

In December 2012, the Council of Australian Governments and SCER agreed to a broad energy reform package to support investment and market outcomes in the long term interests of customers. This included consideration of DSP in the electricity market.

As part of the implementation of reforms, SCER agreed to progress a number of rule change proposals that were recommended by the AEMC in its Final Report for the Power of choice review.²

3.1 AEMC power of choice review

In November 2012, the AEMC published its Final Report "*Power of choice review – giving consumers options in the way they use electricity*". This report set out the AEMC's recommendations for supporting market conditions that facilitate efficient DSP in the NEM.³

The overall objective of the review was to ensure that the community's demand for electricity services is met by the lowest cost combination of demand and supply side options.

The Power of choice review identified the opportunities for customers to make more informed choices about the way they use electricity. Customers require tools - information, education, and technology, and flexible pricing options - to make efficient consumption decisions. The review also addressed the market conditions and incentives needed for network operators, retailers and other parties to maximise the potential of efficient DSP and respond to customers' choices.

The AEMC made a number of recommendations across nine priority areas. The recommendations included changes to the electricity market rules, jurisdictional regulations and proposed actions for SCER and jurisdictions to also progress.

A key area of focus in the final report related to provision of information to customers including access to their electricity consumption data.

This rule change deals with amendments proposed to the NER for customers to access their consumption data.

Principles for customer access to energy and metering data

The AEMC in the Power of choice review final report recommended that the NER is amended to facilitate the ability of customers to access their electricity use data. Underpinning the recommendation, the final report set out a set of principles, consistent with the NEO, to govern how customers access their own metering data. The principles are:

- All customers have the right to access their personal energy and metering data. They should know the data exists, be able to share it, and know how it will be used (in accordance with privacy and confidentiality provisions).

¹ <http://www.aemc.gov.au/market-reviews/open/power-of-choice-update-page.html>

² <http://www.scer.gov.au/workstreams/energy-market-reform/>

³ Australian Energy Market Commission, Power of choice review – giving consumers options in the way they use electricity, final report, AEMC, 30 November 2012.

- All customers should be able to access and receive their raw historical and current energy and metering data that is validated through AEMO processes for market settlement.
- The information given to customers should be in a form that enables them to understand their consumption patterns. Such information should have regard to different customer needs and capacities within different sectors (i.e. industrial, commercial and residential/small business customers). This information is important because it enables customers to consider the impacts of their consumption, how potential changes to that consumption relate to costs, how different pricing offers may reduce their electricity bill, and take up of other available DSP options.
- Response to customer requests to access their data should be in a timely manner.
- All customers should be able to access their energy and metering data in the standard minimum format, including in summary form if they wish, free of charge. This is consistent with the existing principles applied under the National Energy Customer Framework (NECF) and current practice by retailers.
- Customers' energy and metering data should only be available to parties, including third parties, authorised in the rules or by the customer to access data on the customers' behalf.
- Transfer of energy and metering data to consumers' agents should be consistent with principles governing data security and protection of customer privacy.

The requirements should not limit the delivery of more detailed information to customers or their agents by retailers, distributors, metering data providers or third parties. The rule would clarify that distributors or metering data providers may provide consumption information directly to the customer if they wish to do so, as long as it is consistent with privacy law obligations and meet the same format, specified timeframe and fee requirements that are imposed on retailers.

There would be no obligation for any appropriate identity verification undertaken by distributors or meter data providers to involve the customer's retailer. This is particularly relevant for large industrial and commercial customers who currently have direct relationships with distribution businesses and metering data providers.⁴

The proposed rule has been developed consistent with these principles.

3.2. Smart meter privacy advice

In 2010, the Victorian Government made an election commitment to undertake a comprehensive review of the Victorian Advanced Metering Infrastructure (AMI) program. This commitment included the introduction of regulations dealing with the use of information gathered from smart meters to ensure that the private information of consumers was appropriately protected. The Victorian Government commissioned an independent Privacy Impact Assessment by Lockstep Consulting⁵.

⁴ Australian Energy Market Commission, Power of choice review – giving consumers options in the way they use electricity, final report – draft specifications, AEMC, 30 November 2012, p.1-2.

⁵ The Lockstep report is available from the Victorian DPI at <http://www.dpi.vic.gov.au/smart-meters/resources/reports-and-consultations/lockstep-dpi-ami-pia-report>

The Energy Market Reform Working Group, which reports to SCER, requested advice from Seed Advisory⁶ on the applicability of the recommendations of the Victorian Privacy Impact Assessment to other jurisdictions and on the implications of implementing these recommendations, including the impact of recent changes to the Privacy Act.

The Privacy Principles contained in the Privacy Act provide a framework for the open and transparent management of personal information. Seed Advisory found that management of metering data governed through energy market regulation is generally consistent with the Privacy Principles. While personal information is defined broadly in the Privacy Act, Seed Advisory questioned whether metering data is personal information as it relates to premises rather than an individual. Metering data may be personal information in some circumstances but not in others.

As it is not clear that metering data is personal information, there is no clear obligation for retailers and distributors to inform customers of uses of metering data. Metering data has also not been included in privacy policies.

Both Seed and Lockstep considered that the majority of consumer concerns around privacy have been driven by a lack of information about how their data is managed, in particular who has access to their data obtained from the meter and how it is being used.

It should be noted that consumers would not in general distinguish between metering data (which is the raw data from the meter) and consumption data (which is validated and used for consumer billing).

For this reason, this rule change proposal proposes that requires retailers and distributors be required to make information available to customers outlining who may access data obtained from the meter and for what purposes metering data is used. This will provide for consistent treatment of data obtained from the meter, regardless of whether or not metering data is personal information. This is consistent with how similar information is provided on personal information under the Privacy Act.

This requirement is not intended to override or remove existing privacy obligations, as it is specific to data obtained from the meter, and will require amendments to the NERR.

4. Nature and scope of the issues the proposed rule will address

Currently, customers can obtain information about their electricity consumption in a number of ways. They have some information on their retail electricity bills/invoices. Alternately, customers can request access to their detailed energy and metering data (historical or current) from their retailer as provided for by the NER. Specifically, clause 7.7(a) (7) requires a Financially Responsible Market Participant (FRMP) to provide, upon request from their customer, the customer's energy and metering data. In most cases a FRMP is a customer's retailer. The NER also includes other provisions regarding the ability of customers to electronically access their energy data in the metering installation (clause 7.7(b)).⁷

Customers who have smart meters may also have instant access to energy data through communication devices such as in house displays, home area networks, or web portals.

The AEMC identified that the existing arrangements under the NER could be impeding customer's ability to access their data in an effective and transparent manner. Overall, the AEMC considered

⁶ The Seed advisory report is available on the SCER smart meter page www.scer.gov.au/files/2013/08/Final-Advice-Privacy-for-National-Smart-Metering-Program.pdf

⁷ Australian Energy Market Commission, Power of choice review – giving consumers options in the way they use electricity, final report, AEMC, 30 November 2012, p.57-58.

that the existing NER provisions are unclear and do not provide sufficient transparency. In particular, the AEMC considered that:

- the rights of customers to get access to their data is not clearly established
- the format and timeframes for providing the data is not clear; and
- it is difficult for customers' agents to obtain energy and metering data on their customer's behalf.

The AEMC also identified there is some confusion within the industry about who can and who must provide consumption information to customers.

There is consensus across the industry that better information should be made available to customers, or their agents, to improve awareness of energy use and help consumers manage their bills. In addition, there is general agreement that customers should have the right to access, use and share their electricity consumption data and should know how their data is being used.

This position is supported by analysis in the AEMC Power of choice review and the views of stakeholders raised during that review. Given AEMC findings, the specific issues which the proposed rule is seeking to address includes:

- When customers request data from retailers, they experience either no response, time delays, or the data provided is too difficult to interpret or use.
- Current arrangements limit the ability of customer agents to access data directly from retailers (in accordance with explicit informed consent provisions). This includes when those customers change retailers, but not the agents acting on their behalf. This has limited the ability of third parties to provide customers with DSP products and services.
- Ambiguity in the NER as to whether distribution network businesses or Meter Data Providers (MDPs) are able to provide metering data directly to customers. Distribution and third party stakeholders consider that rules provisions should enable customers to access their data directly from distribution businesses or MDPs.
- Ambiguity in the current rules relating to the fees that can be charged. Some third parties have noted that they have been charged significant fees to retrieve a customer's data on behalf of industrial and commercial businesses.⁸

It is appropriate that the existing rules are clarified to ensure they are workable and fit for purpose. It is also important that the existing provisions provide a sufficiently robust framework that supports customer participation in the market. In light of recent market developments, increased clarity and transparency in the rules may make it easier for customers to access their data and afford a better understanding and awareness of their energy use.

The proposed rule addresses the issues identified above by proposing that the NER is amended to establish that all customers have the ability to access their energy and metering data. This includes establishing a robust framework which places clear and transparent obligations on the customer's retailer and ensures that the data is provided in a format that the customer can understand and use, in a timely manner.⁹ The proposed rule is also seeking to clarify that any party who has a right to access such data is able to provide the data to their customers (although

⁸ Australian Energy Market Commission, Power of choice review – giving consumers options in the way they use electricity, final report, AEMC, 30 November 2012, p.54.

⁹ AEMC, op.cit, p.54-55.

they are under no obligation to do so) provided that they meet the same format, specified timeframe and fee requirements that are imposed on retailers.

It is noted that all energy and metering data provided to customers must be in accordance with the confidentiality, security and privacy arrangements under the National Electricity Law (NEL), NECF and other Australian and jurisdictional regulatory instruments. The proposed rule is consistent with these requirements.

Linkage to the National Electricity Retail Rules

The NERR requires retailers to provide customers with their historical data (up to two years) at no cost, if requested by the customer. Distribution network businesses also have a requirement under the NERR to provide customers (or the relevant retailer) with energy consumption information if requested by a customer, or customer's retailer. Other provisions in the NERR also set out the information that retailers are required to include on customers' bills.

The obligation under the NERR for DNSPs to also provide consumption information to the customer is causing some confusion in the industry as it is being interpreted as not being in compliance with NER provisions, where the obligation is solely on the financial responsible market participant. This proposed rule seeks to remove this ambiguity through establishing in the NER that any party who has a right to access such data is able to provide the requested data to customers if it wishes to do so.¹⁰ The rule would clarify that distributors or meter data providers may provide consumption information directly to the customer if they wish to do so, so long as this is consistent with privacy law and they meet the same format, specified timeframe and fee requirements that are imposed on retailers. There would be no obligation for such verification to involve the customer's retailer.

The proposed rule gives effect to the principle that consumers should know how their data obtained from the meter is being used. Retailers and distributors would be required to make this information available to consumers.

At a minimum, customers should have access to the following information:

- Who has access to metering data
- What circumstances metering data would be disclosed to third parties
- For what purpose data obtained from the meter is used for
- What options customers may have to opt out of any uses (including marketing); and
- How data obtained from the meter is protected (including regulatory protections).

This information should be made available through the retailers' or distributors' websites and on request by the consumer, for no charge. This method is consistent with how privacy policies are made available.

The AEMC is asked to consider whether this information should also be included in the minimum terms and conditions of the contract.

The proposed rule is based on the information and notification requirements of the Privacy Principles contained in the Privacy Act 1988 (Cwlth). While generally the energy framework is consistent with these Privacy Principles, particularly with regard to confidentiality and security, it is not clear that metering data is personal information as outlined in the Act. As metering data may not be personal information, it may not be covered by the Privacy Act and the Privacy Principles are not applicable. If metering data is not considered personal information, there is no obligation to provide information on who has access and how the metering data is used. The proposed rule

¹⁰ AEMC, op.cit, p.55

therefore seeks to ensure that the management of metering data is open and transparent, and information on how data obtained from the meter is managed, is readily accessible.

Retailers and distributors will be required to inform customers, using a common terminology, which parties have access to data obtained from the meter (and under what circumstances). The level of information required should be consistent with the level of information provided on the management of personal information in a privacy policy.

The rules allow some parties, such as AEMO, to access data without the direct consent of the consumer in order to perform their market functions. As these parties do not have a direct relationship with consumers, retailers and distributors would be obliged to inform their customers of how these parties use data obtained from the meter. Where the data is disclosed to a customer's agent or other party with the customer's authorisation, there should be no obligation to inform the customer of the how this party uses the data.

SCER officials consider that the development of a common terminology would assist informing customers on use of data obtained from the meter across the industry. The scope of the common terminology would apply to data uses by those parties authorised to access metering data under Rule 7.7(a) of the NER without the customer's explicit consent, including uses by retailers and distributors. Any of these parties with a direct relationship¹¹ with the consumer would be required to use the common terminology as the basis of informing customers about the use of metering data.

The common terminology would not cover uses of data by the customer or customer's agent, as the customer agrees to give the agent access to metering data.

The use of common terminology is intended to provide easy to understand information to consumers on how the data generated by their electricity consumption is used and by whom. It is not intended that retailers or distributors provide a detailed explanation of chapter 7 of the NER.

For example, the common terminology could include an agreed simple explanation of how information is used for market settlement.

An industry agreed common terminology would also assist in identifying any uses such as direct marketing that should require the customer consent or should be on an opt out basis.

In making the proposed rule, the AEMC is asked to make provision for the development of a common terminology. This could be in the form of an Australian Energy Regulator Guideline.

SCER officials consider that an explicit provision in the energy framework is appropriate given the nature and importance of data obtained from the meter in the electricity market. This gives a consistent framework for the management of metering data and applies equally to all market participants, regardless of size, unlike the Privacy Act.¹²

This proposed rule would not limit the ability of retailers or distributors to include metering data in their privacy policy, and seeks to make clear that this information should be available to consumers in relation to metering data.

5. Other policy reforms

¹¹ Retailers, distributors, and where engaged by the customer, Metering provider and metering data provider have direct relationship with the customer. Any party engaged by the customer to perform a market role is also considered to have a direct relationship with the customer.

¹² The Privacy Act contains an exemption for small business with a turnover of less than \$3million annually.

The Australian Government scoping study on the need for establishing an energy information hub

The Australian Government commissioned a scoping study on the potential need for an energy information hub to improve access to energy data. Part of this work is related to how third parties can access customer information and how that data can be efficiently transferred to them and other parties (for example, business to business accreditations). The Australian Government is examining options to progress this work.

These reforms and processes were taken into account by the AEMC in its work under the Power of Choice review. The rule change proposal should consider any further outcomes of these processes.¹³

6. How the proposed rule will or is likely to contribute to the achievement of the national electricity objective

The National Electricity Objective (NEO) is set out in section 7 of the National Electricity Law. The NEO states:

“The objective of this Law is to promote efficient investment in, and efficient operation and use of, electricity services for the long term interests of consumers of electricity with respect to –

- a) price, quality, safety, reliability, and security of supply of electricity; and
- b) the reliability, safety and security of the national electricity system.”

We are recommending that a transparent framework be established in the NER to clarify the obligations on a retailer when a customer requests personal energy and metering data.

The proposed changes would contribute to the achievement of the NEO, as they aim to provide certainty to customers in respect of the arrangements for requesting and receiving personal energy and metering data. This will also provide customers with transparent, consistent and comparable data regardless of their retailer.

To facilitate uptake of DSP, an important condition is that customers have accessible and timely information about their electricity consumption use and patterns. This data would help customers: understand how much, and when, electricity is used; quantify the impacts of their decisions such as the costs of using appliances and/or equipment; compare electricity retail tariff offers; and consider the value of different DSP products and services to help manage their costs.

If all customers were able to easily access – and understand – their energy consumption patterns and the relationship to costs, this would likely build awareness of the potential opportunities that could be taken up to manage, use and realise the value of efficient DSP.

The changes also seek to reduce the transaction costs associated with obtaining, interpreting and using the data to better understand the relationship between energy use and energy costs. In turn, this will encourage customers to:

- investigate appropriate DSP products and services (including more flexible pricing options)
- engage with third parties; and
- make efficient investment decisions that reflect individual circumstances.

Providing a transparent and consistent approach may also promote greater competition in the retail market, as it would assist market participants and third parties to develop innovative DSP products

¹³ The Australian Government Department of Energy and Resources, 2012 Scoping study for a consumer energy data access system (CEdata), August 2012.

and services for customers. Finally, increased customer awareness of electricity consumption patterns could help manage peak demand impacts on the network, which will facilitate efficient investment in, and use of, network services.

7. Australian Energy Market Operator's declared network functions

This proposed rule change will not affect the Australian Energy Market Operator's declared network functions.

8. Expected costs, benefit and impacts of the proposed rule

It is not expected that the proposed changes will place significant additional costs on retailers, or responsible parties as the proposed rule is seeking to provide clarity to the market on how the current arrangements should be applied.

Clarifying the framework for exchange of data to customers and their agents is likely to reduce the existing complexity around accessing and receiving consumption information. It will also make the delivery of energy services more efficient.

The proposed rule will benefit customers by providing an automatic right and ability for all customers to get their personal data in a timely, effective manner and make it easier for a consumer to authorise agents to access to their metering data.

Standard format of data

It is not expected that provision of data in a standardised format will incur significant additional costs to retailers (or other market participants) given that systems are already in place for exchange of data to enable market settlement. This would also be consistent with the direction taken by some industry participants where smart meters are being rolled out.

AEMO may face some administration costs in regard to meeting its responsibility to develop the standard format for the different categories of customers. This is not expected to be significant. It would be sensible for AEMO to consult with all stakeholders about these guidelines or procedures. In developing the guidelines/procedures, the level of summary data should take account of the different needs of residential and industrial/commercial customers and be consistent with existing metering data formats (where applicable). The proposed rule does not suggest provisions regarding the delivery method (that is, e-mail, internet web portal, hard copy). This is best left to customer choice and preferences.

Timeframes

The level and timing of energy and metering data available to customers will depend on their metering installation. Where accumulation and interval meters are manually read at a premise, data availability will be limited by the date of the most recent meter read and AEMO's validation processes (quarterly meter reads are typically six weeks in arrears). That said, it is important for the framework in the rules to include the timeframes for retailers, or other parties providing information, to respond to customers' requests. It is considered that ten business days would be appropriate; however in developing the rules and procedures AEMO's validation processes and protocols would need to be considered. This is not expected to place significant costs on AEMO or retailers.

Fees payable by a customer (or agent)

Currently residential and small business customers are provided with their energy consumption information at no additional cost. This is expected to continue with the rollout of web portals, since the systems for storing and managing historical consumption data are already in place. In addition,

data provision is generally considered inexpensive and is part of existing metering services. The framework would include that:

- Requests by a customer for their energy and metering data, including summary data, must be supplied in the standard data format at no cost to that customer.
- Where customers (or their agents) request information more than once per billing period; a retailer is able to charge a reasonable fee. This extends existing NERR provisions and would enable consumers to use their consumption information to check their bill.
- A reasonable fee can be applied for additional data services provided by a retailer (or other party).

Transfer of energy and metering data to authorised customer agents

It is unlikely that most residential and small business customers are going to want (nor have the ability in some cases) to spend time trying to decipher raw energy or metering data to determine potential DSP options. For this reason, some customers may engage third parties to help them understand their consumption patterns and provide advice on options or investments that can be made to manage costs.

It is proposed that the rules should allow for customers to authorise access to their individual energy and metering data by third parties where clear authority has been given. Clarifying the framework for exchange of data to customers and their agents is likely to reduce the existing complexity around accessing and receiving consumption information. It will also make the delivery of energy services more efficient. It is not anticipated that this proposed change will place additional costs on retailers or metering data agents given that they would have to provide the information to customers in any case.

Third party agents may be subject to some accreditation requirements. However this is likely to be in the context of any changes made to the National Energy Customer Framework relating to the provision of energy services and products enabled by smart meters. Where such arrangements are put in place, any likely impacts should be considered.

Information about the management of metering data

It is expected that the proposed rule obliging retailers and distributors to inform customers about who has access to metering data and how it is used will not impose significant additional costs on retailers or distributors. This is likely to be a short information sheet available on the retailers or distributors website. There may be some minor costs in developing a set of common terminology.

9. Stakeholder consultation

Stakeholder consultation on the current lack of clarity of the NER provisions for customers and their agents to access energy and metering data was undertaken through the various stages of the AEMC Power of choice review. This included the directions paper (published on 23 March 2012) and draft report (published on 6 September 2012).

Submissions were received from a large number of stakeholders during each stage of the review. There is broad consensus across the industry that better information should be made available to customers (or their agents) to improve awareness of energy use. In addition, there is general agreement that customers should have the right to access, use and share their electricity consumption data.

A summary of stakeholder views can be found in the AEMC Power of choice final report. Stakeholder consultation on privacy related issues was conducted through consultation used to prepare the Seed Advisory advice. Stakeholders were generally supportive of more information being provided on the management of metering data.

CHAPTER 7

7. Metering

7.7 Entitlement to metering data and access to metering installation

- (a) The only persons entitled to access *energy data* or to receive *metering data*, *NMI Standing Data*, *settlements ready data* or data from the *metering register* for a *metering installation* are:
- (1) *Registered Participants* with a financial interest in the *metering installation* or the *energy* measured by that *metering installation*;
 - (2) *Metering Providers* who have an agreement to service the *metering installation*, in which case the entitlement to access is restricted to allow authorised work only;
 - (3) *financially responsible Market Participants* in accordance with the meter churn procedures developed under clause 7.3.4(j);
 - (4) the *Network Service Provider* or providers associated with the *connection point*;
 - (5) *AEMO* and its authorised agents;
 - (6) an Ombudsman in accordance with paragraphs (d), (e) and (f);
 - (7) a customer, or an agent or service provider authorised to act on behalf of that customer, of:
 - (i) a *financially responsible Market Participant*; or
 - (ii) a *Distribution Network Service Provider*,
 upon request by that customer, agent or service provider to the *financially responsible Market Participant* or *Distribution Network Service Provider* for information relating to that customer's *metering installation*;
~~a *financially responsible Market Participant's* customer upon request by that customer to the *financially responsible Market Participant* for information relating to that customer's *metering installation*;~~
 - (8) the *AER* or *Jurisdictional Regulators* upon request to *AEMO*; and
 - (9) *Metering Data Providers* who have been engaged to provide *metering data services* for that *metering installation* or in accordance with clause 7.14.1A(c)(6).
- (a2) For the purposes of subparagraph (a)(7), an agent or service provider authorised to act on behalf of that customer, is entitled to access or receive the relevant data referred to in subparagraph (a), having first done whatever may be required or otherwise necessary under any applicable privacy legislation (including if appropriate making relevant disclosures or obtaining relevant consents from customers).
- (b) Electronic access to *energy data* recorded by a *metering installation* by persons referred to in paragraph (a) must only be provided where passwords in accordance with clause 7.8.2 are allocated, otherwise access shall be to

metering data from the *metering data services database* or the *metering database*.

Note

This rule is classified as a civil penalty provision under the National Electricity (South Australia) Regulations.

- (c) The *responsible person* or *AEMO* (as the case may be) who is responsible for the provision of *metering data services* must ensure that access is provided to *metering data* from the *metering data services database* to persons eligible to receive *metering data* in accordance with paragraph (a).
- (c1) The *responsible person* must ensure that access to *energy data* from the *metering installation* by persons referred to in paragraph (a) is scheduled appropriately to ensure that congestion does not occur.
- (d) Despite anything to the contrary in this *Rule*, *AEMO* may provide an *energy ombudsman* with *metering data* relating to a *Registered Participant* from a *metering installation*, the *metering database*, or the *metering register* if the ombudsman has received a complaint to which the data is relevant from a *retail customer* of the *Registered Participant*.
- (e) *AEMO* must notify the relevant *Registered Participant* of any information requested by an Ombudsman under rule 7.7(d) and, if it is requested by that *Registered Participant*, supply the *Registered Participant* with a copy of any information provided to the Ombudsman.
- (f) *AEMO* must, acting jointly with industry Ombudsmen, develop procedures for the efficient management of timely access to data by Ombudsmen in consultation with *Registered Participants* in accordance with the *Rules consultation procedures*.
- (g) The *Metering Provider* must provide electronic access to the *metering installation* in accordance with the requirements of paragraph (b) and electronic or physical access, as the case may be, to the *metering installation* to facilitate the requirements of rule 7.12(f).

7.16 Data provision to customers

- (a) *AEMO* must establish, maintain and *publish* procedures for the provision of *metering data* and *settlements ready data* in response to requests under rule 7.7(a) (7) (the **data provision procedures**).
- (b) The objective of the data provision procedures is to establish the minimum requirements for the manner and form in which *metering data* and *settlements ready data* should be provided to a customer in response to a request for such data from the customer, or an agent or service provider authorised to act on behalf of that customer.
- (c) The data provision procedures must:
 - (1) specify the manner and form of provision of *metering data* and *settlements ready data* for customers, including a:
 - (i) raw data format; and
 - (ii) summary data format;

- (2) for customers for whom *interval metering data* is available, specify the summary format, which, at a minimum should include the customer's:
 - (i) nature and extent of *energy* usage for daily time periods, calculated by reference to usual peak *energy* usage;
 - (ii) usage or load profile over a specified period;
 - (iii) a diagrammatic representation of the information referred to in subparagraph (i) above;
 - (3) for customers for whom *accumulated metering data* is available, specify the summary format which, at a minimum should include, a net distribution system load profile relevant to the *distribution system* (in whole or in part) to which that customer's usage relates;
 - (4) require the manner and form of data provision must have regard to the metering data file format published by AEMO and used for the purposes of the *Market Settlement and Transfer Solution Procedures*;
 - (5) ensure the manner and form of data provision takes into account differences between groups of customers consuming at various consumptions thresholds;
 - (6) include a timeframe in which a *financially responsible Market Participant* or a *Distribution Network Service Provider* must respond to a request made under rule 7.7(7), having regard to:
 - (i) procedures in place relating to the validation of *metering data*; and
 - (ii) a maximum time limit of 10 *business days*;
 - (7) ensure the manner of data provision allows for web portal, electronic and hard copy delivery.
- (d) *AEMO* may from time to time and in accordance with the *Rules consultation procedures*, amend or replace the data provision procedures, referred to in paragraph (a).
 - (e) *AEMO* must *publish* the first data provision procedures no later than [insert date] and there must be such procedures available at all times after this date.
 - (f) *AEMO* must conduct a review of the data provision procedures at least once every [insert time frame] after the first data provision procedures are published.
 - (g) All *Registered Participants* and *Metering Data Providers* must comply with the data provision procedures.
 - (h) The AER must, in accordance with the *Rules consultation procedures*, make and publish guidelines (the *Metering Data Common Terminology Guidelines*) that define a set of common terms that can be used when describing which parties have access to metering data and how metering data is used in the National Electricity Market.

The Metering Data Terminology Guidelines must:

- (i) Contain a list of common terms and definitions relating to metering data and uses of that metering data the in national electricity market by registered participants, metering providers, metering data providers and AEMO; and
- (ii) Provide guidance on what circumstances the common terms and the associated definitions are most appropriately used;

CHAPTER 10

10. Glossary

Data Provision procedures

The procedures developed and published by *AEMO* in accordance with rule 7.16.

interested party

- (a) In Chapter 5, a person including an end user or its *representative* who, in *AEMO's* opinion, has or identifies itself to *AEMO* as having an interest in relation to the network planning and development activities covered under Part B of Chapter 5 or in the determination of plant standards covered under clause 5.3.3(b2).
- (b) Despite the definition in (a) above, in clauses 5.16.4, 5.16.5, 5.17.4 and 5.17.5, the meaning given to it in clause 5.15.1.
- (c) In Chapter 6 or Chapter 6A, a person (not being a *Registered Participant* or *AEMO*) that has, in the *AER's* opinion, or identifies itself to the *AER* as having, an interest in the *Transmission Ring-Fencing Guidelines* or the *Distribution Ring-Fencing Guidelines*.
- (d) In Chapter 2, a person including an end user or its *representative* who, in *AEMO's* opinion, has or identifies itself to *AEMO* as having an interest in relation to the structure of *Participant Fees*.
- (e) In Chapter 7, a person (not being a *Registered Participant*) including an end user who, in *AEMO's* opinion has, or identifies itself to *AEMO* as having, an interest in relation to the *Data Provision procedures*.

National Energy Retail Rules

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;

Australian Standard means the Australian Standard AS ISO 10002—2006 (Customer satisfaction—Guidelines for complaints handling in organisations) as amended and updated from time to time;

bill issue date means the date, included in a bill under rule 25 (1) (e), on which the bill is sent by the retailer to a small customer;

cooling off period—see rule 47 (2);

disconnection warning notice—see rule 110;

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

interruption—see rule 88;

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;

meter, in relation to a customer, means the device that measures the quantity of energy passing through it or records the consumption of energy at the customer’s premises;

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 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;

Metering Terminology Guidelines – The Guideline made by the AER in accordance with rule 7.16(h) of the NER.

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;

pay-by date—see rule 26;

planned interruption—see rule 88;

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— (a) in the case of electricity—has the same meaning as in the NER; or

(b) in the case of gas—means the person who, under the applicable Retail Market Procedures, is responsible for meter reading;

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;

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

the Law means the National Energy Retail Law;

unplanned interruption—see rule 88.

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 a civil penalty provision for the purposes of *the Law*. (See the National Regulations, clause 6 and Schedule 1.)

- (2) Historical billing data provided to the small customer for the previous 2 years must be provided without charge, but data requested for an earlier period or more than once in any 12 month period may be provided subject to a reasonable charge.

Note:

This subrule is a civil penalty provision for the purposes of *the Law*. (See the National Regulations, clause 6 and Schedule 1.)

- (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).

56 Provision of information to customers

- (1) A retailer must publish on its website a summary of the rights, entitlements and obligations of small customers, including:

- (a) the retailer's standard complaints and dispute resolution procedure; and
(b) the contact details for the relevant energy ombudsman;

(1A) A retailer must also publish on its website information relating to the use of *metering data* derived from an electricity meter, including

- (a) what parties may have access to *metering data*;
(b) the circumstances in which *metering data* would be disclosed to parties other than the customer's retailer and distributor;

- (c) when *metering data* is used and for what purpose;
 - (d) options customers may have to stop the use of *metering data*; and
 - (e) how *metering data* is protected by regulation and by the retailer.
- (2) If a small customer requests information of the kind referred to in ~~subrule (1)~~, subrules (1) and (1A) the retailer must either:
- (a) refer the customer to the retailer's website; or
 - (b) provide the information to the customer.
- (3) The retailer must provide a copy of any information of that kind to the customer if the customer requests a copy.
- (4) The information or a copy of the information requested under this rule must be provided without charge, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.
- (5) The information provided under subrule (1A) must use terminology consistent with the *Metering Terminology Guideline*.

Note:

This rule is a civil penalty provision for the purposes of *the Law*. (See the National Regulations, clause 6 and Schedule 1.)

56A Provision of energy consumption information to customers – supply of electricity only

- (1) A retailer must, on a request by a -customer, or an agent or service provider authorised to act on behalf of the customer, provide information about that customer's energy consumption.
- (2) Information requested to be provided in accordance with the *metering rules* must be provided without charge but information requested:
 - (a) more than once in any **billing period**; or
 - (b) not in accordance with the format or minimum requirements in the *metering rules*may be provided subject to a reasonable charge.

Application of this rule to standard retail contracts

- (3) This rule applies in relation to standard retail contracts.

Application of this rule to market retail contracts

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

86 Provision of information

(1) A distributor must, on request by:

a customer or a customer's retailer; provide information about the customer's energy consumption or the distributor's charges. ~~but information requested more than once in any billing 12 month period may be provided subject to a reasonable charge.~~

Information requested to be provided not in accordance with the format or minimum requirements in the *metering rules* may be provided subject to a reasonable charge.

- (2) A distributor must publish on its website information relating to the use of metering data derived from an electricity meter, including:
- (a) what parties may have access to metering data;
 - (b) the circumstances in which metering data would be disclosed to parties other than the customer's retailer and distributor;
 - (c) when metering data is used and for what purpose;
 - (d) options customers may have to stop the use of metering data; and
 - (e) how metering data is protected by regulation and by the distributor.
- (3) If a small customer requests information of the kind referred to in subrule (2) the distributor must either:
- (a) refer the customer to the distributor's website; or
 - (b) provide the information to the customer.
- (3) The distributor must provide a copy of any information of that kind to the customer if the customer requests a copy.
- (4) The information or a copy of the information requested under this rule must be provided without charge, but information requested more than once in a billing period in regards to subrule (1) or more than once in any 12 month period in regards to subrule (2) may be provided subject to a reasonable charge.
- (5) The information provided under subrule (2) must use terminology consistent with the *Metering Terminology Guideline*.

Note:

This rule is a civil penalty provision for the purposes of *the Law*. (See the National Regulations, clause 6 and Schedule 1.)

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

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.

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 from us or a different retailer under a customer retail contract—on the date the market 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.
- (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 *metering* equipment and the maintenance of that connection and the supply of energy to your premises. 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 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).

6.3 Life support equipment

- (a) If a person living at your premises requires *life support equipment*, you must register the premises with us or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for *life support equipment* at the premises.
- (b) You must tell us or your distributor if the *life support equipment* is no longer required at the premises.

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

- (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.

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. We will also include details with your next bill if the variation affects you.
- (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 we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

9.4A Your electricity (only) consumption information

Upon request, we must give you information about your electricity consumption free of charge. However, we may charge you if we have already given you this information in the same billing period.

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 safe and unhindered access to your premises for the purposes of reading and maintaining the *meters* (where relevant).
- (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.

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. You will be liable for the cost of the check or test and we may request payment in advance. However, if the *meter* or *metering data* proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (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) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) 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. 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 request your distributor to reconnect 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;

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));

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;

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.