

# **National Energy Retail Rules Version 2**

## **Historical Information**

This version of the National Energy Retail Rules was current from 1 May 2015 to 31 August 2015.

# **National Energy Retail Rules Version 2**

## **Status Information**

This is the latest electronically available version of the National Energy Retail Rules as at 1 May 2015.

This consolidated version of the National Energy Retail Rules was last updated on 1 May 2015 as a result of the commencement of the following amendments:

National Energy Retail Amendment (Retailer Price Variations in Market Retail Contracts) Rule 2014 No. 1.

## **Application of the National Energy Customer Framework related Rule**

On 27 June 2012, the South Australian Minister introduced the National Energy Retail Rules under section 238 of the National Energy Retail Law (NERL) set out in the Schedule to the National Energy Retail Law (South Australia) Act 2011. These Rules commenced operation as a law of Tasmania, the Australian Capital Territory and the Commonwealth on 1 July 2012; South Australia on 1 February 2013 and New South Wales on 1 July 2013.

These Rules do not apply in any other jurisdiction until the NERL is implemented as a law in that jurisdiction.

These Rules can also be found on the Australian Energy Market Commission's website under the 'National Energy Retail Rules', 'Rules made by the SA Ministers' tabs.

## **Provisions in force**

Subject to the above, all provisions displayed in this consolidated version of the Rules have commenced.

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## Part 1 Preliminary

### Division 1 Introduction and definitions

#### 1 Citation

These Rules may be cited as the *National Energy Retail Rules*.

#### 2 Commencement

These Rules come into operation on [insert date on which the NERL is to commence in the first participating jurisdiction].

#### 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;

***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;

***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.

### 3A Savings and Transitional Rules

Schedule 3 applies.

## Division 2 Consumption threshold matters

### 4 Business premises—separate application of upper and lower consumption thresholds

- (1) This rule has effect for the purposes of section 6 (3) of *the Law*.
- (2) The upper consumption thresholds and lower consumption thresholds respectively apply separately in relation to each of the business premises of a business customer, except as provided by rule 5.

### 5 Business premises—aggregated application of upper consumption thresholds by agreement

- (1) This rule has effect for the purposes of section 6 (3) of *the Law*, and applies to the provision or proposed provision by a retailer of customer retail services to 2 or more business premises (the relevant premises) of a business customer, where:
  - (a) the customer is or would be a small customer in relation to at least one of the relevant premises; and
  - (b) the aggregate of the actual or estimated annual consumption level for the relevant premises is higher than:

- (i) in the case of electricity—the upper consumption threshold prescribed by the Regulations in relation to electricity; or
  - (ii) in the case of gas—the upper consumption threshold prescribed by the Regulations in relation to gas.
- (2) The retailer and the business customer may enter into an agreement in writing to the effect that:
  - (a) the relevant premises are to be treated as aggregated for the purposes of Division 3 of this Part, Part 2 of these Rules and Part 2 of *the Law*; and
  - (b) if the parties so agree:
    - (i) Division 3 of this Part and Part 2 of these Rules; or
    - (ii) provisions of Division 3 of this Part and Part 2 of these Rules as specified in the agreement,do not apply to the relationship between the retailer and the business customer in relation to the relevant premises.
- (3) The explicit informed consent of the business customer is required for the transaction of entering into an agreement under this rule.
- (4) If the retailer and the business customer enter into such an agreement and the retailer has obtained the explicit informed consent of the customer, the agreement has effect according to its terms, and accordingly the upper consumption thresholds apply on an aggregated basis to the relevant premises.
- (5) The retailer must not of its own initiative treat the upper consumption thresholds as applying to 2 or more premises of a business customer on the basis of the aggregation of premises.

**Note:**

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

- (6) To avoid doubt, this rule can apply in relation to all business premises of a business customer or to some but not all business premises of a business customer.

## **Division 3            Classification of customers**

### **6            Classification**

Customers are classified as follows:

- (a) retailer classification of a customer as:



- (i) a residential customer; or
  - (ii) a business customer;
- (b) distributor classification of a business customer as:
  - (i) a small customer; or
  - (ii) a large customer;
- (c) distributor classification of a business customer who is a small customer as:
  - (i) a small market offer customer; or
  - (ii) not a small market offer customer.

## **7 Retailer initial classification of customers**

- (1) A customer making a request to a retailer for the sale of energy to premises of the customer under a customer retail contract must, on request by the retailer, provide sufficient information to the retailer for the retailer to classify, on the basis of that information, the customer as a residential customer or a business customer in relation to the premises.
- (2) On receiving the information, the retailer must classify the customer accordingly.
- (3) The retailer must, as soon as practicable, notify the distributor of the classification of the customer under this rule.
- (4) The distributor must keep a record of the classification of the customer.

## **8 Retailer reclassification of customers**

- (1) The financially responsible retailer for the premises of a customer may:
  - (a) of its own initiative; or
  - (b) on application by the customer or the distributor,reclassify the customer as a residential customer or a business customer in relation to the premises after the formation of the customer retail contract for the premises.
- (2) The retailer may decline to accept a reclassification application if the retailer has classified or reclassified the customer in relation to the premises within the previous 12 month period, whether of its own initiative or on application.
- (3) The retailer must, as soon as practicable, notify the customer and the distributor of the reclassification of the customer under this rule or of the retailer's decision to refuse the reclassification application (if any) by the customer or distributor.

- (4) The distributor must keep a record of the reclassification of the customer.
- (5) The reclassification takes effect on the date of notification of both the customer and the distributor or on a later date specified in the notification.

## **9 Distributor initial classification of business customers**

- (1) This rule applies to a customer who is a business customer in relation to premises, where the customer is not currently classified (or reclassified) by the distributor in relation to the premises.
- (2) On being notified by a retailer that the customer is a business customer, the distributor for the premises must classify the customer in relation to those premises:
  - (a) as a large customer or as a small customer; and
  - (b) if a small customer, as or as not a small market offer customer.
- (3) The distributor must, as soon as practicable, notify the retailer for the premises of the classification of the customer under this rule.
- (4) The distributor must keep a record of the classification of the customer.

## **10 Distributor reclassification of business customers**

- (1) The distributor for the premises of a business customer may:
  - (a) of its own initiative; or
  - (b) on application by the customer or the financially responsible retailer for the premises,

reclassify the customer as a large customer or small customer or as not a small market offer customer in relation to the premises after the initial classification of the customer by the distributor in relation to the premises under rule 9.
- (2) The distributor may decline to accept a reclassification application if the distributor has classified or reclassified the customer in relation to the premises within the previous 12 month period, whether of its own initiative or on application.
- (3) The distributor must, as soon as practicable, notify the customer and the financially responsible retailer of the reclassification of the customer under this rule or of the distributor's decision to refuse the reclassification application (if any) by the customer or retailer.
- (4) The distributor must keep a record of the reclassification of the customer.

- (5) The reclassification takes effect on the date of notification of both the customer and the financially responsible retailer or on a later date specified in the notification.

## **11 Distributor classification and reclassification—requirements**

- (1) This rule applies where a distributor makes a classification or reclassification in relation to a customer in relation to a premises.
- (2) The distributor must have regard to the annual consumption of energy at the premises during the previous 12 month period.
- (3) The distributor may estimate the likely annual consumption at the premises for the next 12 month period if:
  - (a) consumption data is available to the distributor, but the distributor reasonably considers that the data does not accurately reflect the likely consumption at the premises during the next 12 month period; or
  - (b) no consumption data for the premises is available to the distributor for the whole of the previous 12 month period.
- (4) An estimate under this rule may be based on:
  - (a) the average usage of energy by a comparable customer over a corresponding period; or
  - (b) other information about the customer's likely consumption of energy, whether provided by the customer or the customer's retailer or in accordance with accepted industry practice.

## **Part 2                      Customer retail contracts**

### **Division 1                      Standard retail contracts—terms and conditions generally**

#### **12                      Model terms and conditions for standard retail contracts**

- (1) Model terms and conditions for a standard retail contract are set out in Schedule 1.
- (2) A statement in Schedule 1 that is underlined and in square brackets indicates that a required alteration must be made by omitting the statement and substituting the matter referred to in the statement.

#### **13                      Application of provisions of these Rules to standard retail contracts**

Other provisions of these Rules apply to standard retail contracts to the extent provided by those provisions.

**Note 1:**

For example, Part 11 makes provision for electricity consumption benchmarks for residential customers under a customer retail contract, which relevantly includes standard retail contracts.

**Note 2:**

Rule 70 makes provision for the termination of a standard retail contract.

### **Division 2                      Market retail contracts—terms and conditions generally**

#### **14                      Terms and conditions of market retail contracts**

- (1) The terms and conditions of a market retail contract are as agreed between the retailer and the small customer, except as provided by these Rules.
- (2) Nothing in these Rules prevents the inclusion in a market retail contract of a term or condition that is the same or substantially the same as a term or condition of standard retail contracts that is not otherwise applicable to market retail contracts.

#### **15                      Application of provisions of these Rules to market retail contracts**

- (1) Other provisions of these Rules apply to market retail contracts, to the extent provided by those provisions.
- (2) If a rule provides that a provision of these Rules applies in relation to market retail contracts:

- (a) the provision is a minimum requirement that is to apply in relation to small customers who purchase energy under a market retail contract; and

**Note:**

See section 34 (1) (a) of *the Law*.

- (b) the terms and conditions of the contract must not be inconsistent with the provision; and
- (c) the terms and conditions of the contract may supplement or augment the operation of the provision; and
- (d) the terms and conditions of the contract must not diminish the operation of the provision; and
- (e) the provision prevails to the extent of any inconsistency with any other term or condition of the contract.

## **Division 3                      Customer retail contracts—pre-contractual procedures**

### **16                      Pre-contractual duty of retailers**

- (1) This rule applies where a retailer is contacted by a small customer who is seeking to purchase energy for premises.
- (2) If the retailer is the designated retailer for the premises, the retailer:
  - (a) may elect to offer the customer a market retail contract; and
  - (b) must advise the customer of the availability of the retailer's standing offer, unless the customer is a small market offer customer.

**Note:**

Subrule (2) (b) is a civil penalty provision for the purposes of *the Law*. (See the National Regulations, clause 6 and Schedule 1.)

- (3) If the retailer is not the designated retailer for the premises and the retailer does not elect to offer the customer (whether at the request of the customer or of its own initiative) a market retail contract, the retailer:
  - (a) must refer the customer to the distributor for the premises concerned; and
  - (b) must inform the small customer that the distributor will be able to advise the customer which retailer has an obligation to make a standing offer that is applicable to the customer.

### **17                      Pre-contractual duty of distributors**

- (1) This rule applies where a distributor is contacted:

- (a) directly; or
  - (b) on referral by a retailer,
- by a small customer for premises who is seeking customer retail services for the premises.
- (2) The distributor must advise the small customer which retailer has an obligation to make a standing offer to the customer, and, if the customer is a move-in customer or is seeking a new connection, also inform the customer that:
  - (a) requests for customer retail services must be made to a retailer; and
  - (b) the customer may be able to choose their retailer; and
  - (c) a list of retailers is available from the AER's website.

**Note:**

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

## **18 Pre-contractual request to designated retailer for sale of energy (SRC)**

- (1) A small customer who wishes to purchase energy for premises under a standard retail contract may make a request to the designated retailer for the premises for the sale of energy in accordance with the retailer's standing offer.
- (2) The request may be made by telephone or in writing.
- (3) The small customer must:
  - (a) provide the customer's name and *acceptable identification*; and
  - (b) provide contact details for billing purposes; and
  - (c) ensure that there is safe and unhindered access to the *meter* at the premises.
- (4) Compliance with subrule (3) is a pre-condition to the formation of a standard retail contract (as referred to in section 26 of *the Law*).
- (5) The designated retailer may include in the charges under the standard retail contract any outstanding amounts owed by the small customer to the retailer from an unpaid account (excluding unpaid amounts for premises for which the customer has an ongoing customer retail contract).
- (6) The designated retailer is not entitled to refuse to sell energy to a small customer who is a residential customer on the ground that the customer owes the retailer the outstanding amounts referred to in subrule (5).

- (7) Where:
- (a) a retailer has arranged for the de-energisation of a small customer's premises (other than where the retailer has arranged for de-energisation due to failure to pay a bill under rule 111); and
  - (b) the customer has not within 10 business days of de-energisation rectified the matter that gave rise to the de-energisation,

the retailer may decline to enter into a customer retail contract with the customer and to arrange for energisation of the premises until the matter that gave rise to the de-energisation has been rectified.

## **19 Responsibilities of designated retailer in response to request for sale of energy (SRC)**

- (1) A designated retailer must, as soon as practicable, provide a small customer requesting the sale of energy under the retailer's standing offer with the following information:
- (a) a description of the retailer's standard retail contract that is formed as a result of the customer accepting the standing offer and how copies of the contract may be obtained;
  - (b) a description of the retailer's and customer's respective rights and obligations concerning the sale of energy under *the Law* and these Rules, including the retailer's standard complaints and dispute resolution procedures;
  - (c) information about the availability of government funded energy charge rebate, concession or relief schemes;
  - (d) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.
- (2) The retailer must, as soon as practicable (but not later than the end of the next business day) after the request for the sale of energy is properly made (as referred to in subrule (3)), forward relevant details of the customer to the distributor for the premises concerned, for the purpose of:
- (a) updating the distributor's records, if the premises are energised; or
  - (b) arranging for the energisation of the premises by the distributor, if the premises are not energised.

### **Note:**

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

- (3) A request for the sale of energy is properly made when:

- (a) the request has been received by the retailer; and
- (b) the small customer has complied with the requirements under rule 18 (3); and
- (c) the small customer is otherwise entitled to receive the sale of energy in accordance with the standard retail contract.

## **Division 4            Customer retail contracts—billing**

### **20            Basis for bills (SRC and MRC)**

- (1) A retailer must base a small customer's bill for the customer's consumption of:
  - (a) electricity:
    - (i) on *metering data* provided for the relevant *meter* at the customer's premises provided by the *responsible person* and determined in accordance with the *metering rules* and rule 21; or
    - (ii) on any other method agreed by the retailer and the small customer.
  - (b) gas:
    - (i) on an actual reading of the relevant *meter* at the customer's premises provided by the *responsible person* and determined in accordance with the *metering rules*; or
    - (ii) on *metering data* provided for the relevant *meter* at the customer's premises provided by the *responsible person* and determined in accordance with the *metering rules*; or
    - (iii) on an estimation of the customer's consumption of energy, as provided by rule 21; or
    - (iv) on any other method agreed by the retailer and the small customer.
- (2) The retailer must use its best endeavours to ensure that actual readings of the *meter* are carried out as frequently as is required to prepare its bills consistently with the *metering rules* and in any event at least once every 12 months.
- (3) Despite subrules (1) and (2), if there is no *meter* in respect of the customer's premises, the retailer must base the customer's bill on energy data that is calculated in accordance with applicable energy laws.
- (4) **Application of this rule to standard retail contracts**  
This rule applies in relation to standard retail contracts.



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

This rule applies in relation to market retail contracts.

**21 Estimation as basis for bills (SRC and MRC)**

- (1) A retailer may base a small customer's bill on an estimation of the customer's consumption of energy where:
  - (a) the customer consents to the use of estimation by the retailer; or
  - (b) the retailer is not able to reasonably or reliably base the bill on an actual *meter* reading; or
  - (c) *metering data* is not provided to the retailer by the *responsible person*.
- (2) Where estimations are permitted to be used as the basis for a small customer's bill, the estimations may be based on:
  - (a) the customer's reading of the relevant *meter*; or
  - (b) historical *metering data* for the customer reasonably available to the retailer; or
  - (c) the average usage of energy by a comparable customer over the corresponding period, if there is no historical *metering data* for the customer.
- (3) The retailer must inform the small customer, on the bill, that the bill is based on an estimation.
- (4) Without affecting rule 20 (2), if the retailer has issued the small customer with a bill based on an estimation and the retailer subsequently issues the customer with a bill that is based on an actual *meter* reading or on *metering data*:
  - (a) the retailer must include an adjustment on the later bill to take account of any overcharging of the customer that has occurred; and
  - (b) unless the actual *meter* reading or *metering data* could not be obtained as a result of an act or omission by the customer, the retailer must, if requested to do so by the customer, offer the customer time to pay any undercharged amount by agreed instalments, over a period being no longer than:
    - (i) the period during which an actual *meter* reading or *metering data* was not obtained, where that period is less than 12 months; or
    - (ii) in any other case, 12 months.

**Note:**

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

- (5) Where an attempt to read the small customer's *meter* is unsuccessful due to an act or omission of the customer, and the customer subsequently requests a retailer to replace an estimated bill with a bill based on an actual *meter* reading, the retailer must comply with that request but may pass through to that small customer any costs it incurs in doing so.

(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 (other than prepayment *meter* market retail contracts), but only to the extent (if any) a contract provides for estimation as the basis for the small customer's bill.

## 22 Proportionate billing (SRC and MRC)

- (1) If a small customer's bill covers a period other than the customer's usual billing cycle or a period during which the customer's tariff changes, the retailer must charge in proportion to the relevant periods and clearly show relevant details on the bill.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

## 23 Bill smoothing (SRC)

- (1) Despite rules 20 and 21, a retailer may, in respect of any 12 month period, provide a small customer with bills based on an estimation under a bill smoothing arrangement if and only if:
  - (a) the amount payable under each bill is initially the same and is set on the basis of the retailer's initial estimate of the amount of energy the customer will consume over the 12 month period; and
  - (b) that initial estimate is based on the customer's historical billing data or, where the retailer does not have that data, average usage of energy by a comparable customer calculated over the 12 month period; and
  - (c) in the seventh month:
    - (i) the retailer re-estimates the amount of energy the customer will consume over the 12 month period, taking into account any actual *meter* readings or actual *metering data* and relevant seasonal factors; and

- (ii) if there is a difference between the initial estimate and the re-estimate of greater than 10 per cent, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and
  - (d) at the end of the 12 month period, the *meter* is read or *metering data* is obtained and any undercharging or overcharging is adjusted under rule 30 or 31.
- (2) The explicit informed consent of the small customer is required for the retailer's billing on the basis referred to in subrule (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 does not apply in relation to market retail contracts, but this subrule does not prevent a retailer from including bill smoothing arrangements in a market retail contract.

## 24 Frequency of bills (SRC)

- (1) A retailer must issue bills to a small customer at least once every 3 months.  
**Note:**  
This subrule is a civil penalty provision for the purposes of *the Law*. (See the National Regulations, clause 6 and Schedule 1.)
- (2) A retailer and a small customer may agree to a billing cycle with a regular recurrent period that differs from the retailer's usual recurrent period where the retailer obtains the explicit informed consent of the small customer.
- (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 does not apply in relation to market retail contracts.

## 25 Contents of bills (SRC and MRC)

- (1) A retailer must prepare a bill so that a small customer can easily verify that the bill conforms to their customer retail contract and must include the following particulars in a bill for a small customer:
  - (a) the customer's name and account number;

- (b) the address of the customer's premises for the sale of energy and the customer's mailing address (if different);
- (c) the *meter* identifier;
- (d) the billing period;
- (e) the *pay-by date* for the bill and the *bill issue date*;
- (f) the total amount payable by the customer, including amounts of any arrears or credits;
- (g) tariffs and charges applicable to the customer;
- (h) the basis on which tariffs and charges are calculated;
- (i) whether the bill was issued as a result of a *meter* reading or an estimation and, if issued as a result of a *meter* reading, the date of the *meter* reading;
- (j) the values of *meter* readings (or, if applicable, estimations) at the start and end of the billing period;
- (k) particulars of the average daily consumption during the billing period;
- (l) if a bill was issued by the same retailer for the corresponding billing period during the previous year, particulars of the average daily consumption during that previous billing period;
- (m) the estimated date of the next scheduled *meter* reading (if applicable);
- (n) details of consumption or estimated consumption of energy;
- (o) for residential customers—energy consumption benchmarks in accordance with Part 11;
- (p) any amount deducted, credited or received under a government funded energy charge rebate, concession or relief scheme or under a payment plan;
- (q) if the customer has provided a *security deposit*, the amount of that deposit;
- (r) details of the available payment methods;
- (s) reference to the availability of government funded energy charge rebate, concession or relief schemes;
- (t) a telephone number for account enquiries, the charge for which is no more than the cost of a local call;
- (u) a telephone number for complaints (which may be the same as that for account enquiries), the charge for which is no more than the cost of a local call;

- (v) a separate 24 hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call, being the telephone number for the distributor and giving the name of the distributor;
- (w) contact details of interpreter services in community languages;
- (x) any proportionate billing information in accordance with rule 22.

**Note:**

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

- (2) The retailer must include amounts billed for goods and services (other than the sale and supply of energy) in a separate bill or as a separate item in an energy bill.

**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).

## **26 Pay-by date (SRC)**

- (1) The *pay-by date* for a bill must not be earlier than 13 business days from the *bill issue date*.

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

This rule applies in relation to standard retail contracts.

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

This rule does not apply in relation to market retail contracts.

## **27 Apportionment (SRC)**

- (1) If a bill includes amounts payable for goods and services other than the sale and supply of energy, any payment made by a small customer in relation to the bill must be applied firstly in satisfaction of the charges for the sale and supply of energy, unless:
  - (a) the customer otherwise directs; or

(b) another apportionment arrangement is agreed to by the customer.

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

This rule applies in relation to standard retail contracts.

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

This rule does not apply in relation to market retail contracts.

## **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).

## **29 Billing disputes (SRC and MRC)**

- (1) A retailer must review a bill if requested to do so by the small customer.

**Note:**

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

- (2) The retailer must conduct the review in accordance with the retailer's standard complaints and dispute resolution procedures, including any time limits applicable under those procedures.

- (3) The retailer must inform the small customer of the outcome of the review as soon as reasonably possible but, in any event, within any time limits applicable under the retailer's standard complaints and dispute resolution procedures.
- (4) The retailer may require the small customer to pay:
  - (a) the lesser of:
    - (i) that portion of the bill under review that the customer and the retailer agree is not the subject of review; or
    - (ii) an amount equal to the average amount of the customer's bills in the previous 12 months (excluding the bill in dispute); and
  - (b) any other bills that are properly due.
- (5) If the small customer requests that, in reviewing the bill, the *meter* reading or *metering data* be checked or the *meter* tested:
  - (a) the retailer must, as the case may require:
    - (i) arrange for a check of the *meter* reading or *metering data*; or
    - (ii) request the *responsible person* to test the *meter*; and
  - (b) the customer must pay for the cost of the check or test (which the retailer may request be paid in advance); and
  - (c) if the *meter* or *metering data* proves to be faulty or incorrect, the customer must be reimbursed for the cost of the check or test; and
  - (d) if a retailer is required to reimburse an amount paid in advance for a *meter* check under paragraph (c) and that amount has been paid by the retailer to the distributor (or *responsible person*) to undertake the test, the distributor must reimburse the retailer for that amount.
- (6) Where, after conducting a review of the bill, the retailer is satisfied that it is:
  - (a) correct, the retailer may require the small customer to pay the amount of the bill that is still outstanding; or
  - (b) incorrect, the retailer:
    - (i) must adjust the bill in accordance with rule 30 or 31, as the case requires; and
    - (ii) may require the customer to pay the amount (if any) of the bill that is still outstanding; and
    - (iii) must refund (or set off against the amount in subparagraph (ii)) any amount paid in advance under subrule (5).

- (7) The retailer must inform the small customer that the customer may lodge a dispute with the energy ombudsman after completion of the retailer's review of a bill, where the customer is not satisfied with the retailer's decision in the review and the retailer's action or proposed action under subrule (6).

**Note:**

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

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

This rule applies in relation to standard retail contracts.

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

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

### 30 Undercharging (SRC and MRC)

- (1) Subject to subrule (2), where a retailer has undercharged a small customer, it may recover from the customer the amount undercharged.
- (2) Where a retailer proposes to recover an amount undercharged the retailer must:
- (a) unless the amount was undercharged as a result of the small customer's fault or unlawful act or omission, limit the amount to be recovered to the amount undercharged in the 9 months before the date the customer is notified of the undercharging; and
  - (b) not charge the customer interest on that amount; and
  - (c) state the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount; and
  - (d) offer the customer time to pay that amount by agreed instalments, over a period nominated by the customer being no longer than:
    - (i) the period during which the undercharging occurred, if the undercharging occurred over a period of less than 12 months; or
    - (ii) 12 months, in any other case.

**Note:**

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

- (3) To avoid doubt, a reference in this rule to undercharging by a retailer includes a reference to a failure by the retailer to issue a bill.



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

This rule applies in relation to standard retail contracts.

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

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

## 31 **Overcharging (SRC and MRC)**

- (1) Where a small customer has been overcharged by an amount equal to or above the overcharge threshold, the retailer must inform the customer accordingly within 10 business days after the retailer becomes aware of the overcharging.

**Note:**

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

- (2) If the amount overcharged is equal to or above the overcharge threshold, the retailer must:

- (a) repay that amount as reasonably directed by the small customer; or
- (b) if there is no such reasonable direction, credit that amount to the next bill; or
- (c) if there is no such reasonable direction and the small customer has ceased to obtain customer retail services from the retailer, use its best endeavours to refund that amount within 10 business days.

**Note:**

Money not claimed is to be dealt with by the retailer in accordance with the relevant unclaimed money legislation.

**Note:**

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

- (3) If the amount overcharged is less than the overcharge threshold, the retailer must:

- (a) credit that amount to the next bill; or
- (b) if the small customer has ceased to obtain customer retail services from the retailer, use its best endeavours to refund that amount within 10 business days.

**Note:**

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

- (4) No interest is payable on an amount overcharged.
- (5) If the small customer was overcharged as a result of the customer's unlawful act or omission, the retailer is only required to repay, credit or refund the customer the amount the customer was overcharged in the 12 months before the error was discovered.
- (6) The overcharge threshold is \$50 or such other amount as the AER determines under subrule (7).
- (7) The AER may from time to time determine a new overcharge threshold in accordance with the retail consultation procedure.
- (8) The AER must publish the current overcharge threshold on its website.
- (9) **Application of this rule to standard retail contracts**  
This rule applies in relation to standard retail contracts.
- (10) **Application of this rule to market retail contracts**  
This rule applies in relation to market retail contracts (other than prepayment *meter* market retail contracts).

## **32 Payment methods (SRC and MRC)**

- (1) A retailer must accept payment for a bill by a small customer in any of the following ways:
  - (a) in person;
  - (b) by telephone;
  - (c) by mail;
  - (d) by direct debit;
  - (e) by electronic funds transfer.

**Note:**

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

- (2) A small customer:
  - (a) applying for or on a standard retail contract; or
  - (b) on a market retail contract,

may request the retailer to permit payment by using Centrepay as a payment option and, subject to rule 74, the retailer may elect to permit this option.

- (3) Where a direct debit arrangement is to be entered into between a retailer and a small customer:
  - (a) the retailer and the small customer must agree the amount, initial date and frequency of the direct debits; and
  - (b) the explicit informed consent of the small customer is required for entering into the arrangement.
- (4) Where a direct debit arrangement is entered into between a retailer and a small customer, the retailer must:
  - (a) notify the small customer in writing that if the customer requests the retailer to cease to rely on the arrangement, the retailer will no longer rely on the direct debit authority; and
  - (b) terminate the arrangement on being requested by the customer to do so.

**Note:**

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

- (5) A retailer must accept payments by a small customer for a bill in advance.

- (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 (other than subrule (1)) applies in relation to market retail contracts (other than prepayment market retail contracts).

### **33 Payment difficulties (SRC and MRC)**

- (1) This rule applies in relation to the obligation under section 50 of *the Law* on a retailer to offer and apply payment plans for:
  - (a) hardship customers; and
  - (b) other residential customers experiencing payment difficulties if the customer informs the retailer in writing or by telephone that the customer is experiencing payment difficulties.
- (2) However, a retailer is not required to offer a payment plan to a customer referred to in subrule (1) if the customer:
  - (a) has had 2 payment plans cancelled due to non-payment in the previous 12 months; or

- (b) has been convicted of an offence involving illegal use of energy in the previous 2 years.
- (3) A retailer must provide information to a customer referred to in subrule (1) about the availability of government funded energy charge rebate, concession or relief schemes.

**Note:**

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

- (4) Rule 72 applies to a residential customer referred to in subrule (1) (b) in the same way as it applies to a hardship customer.

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

This rule applies in relation to standard retail contracts.

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

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

## **34 Shortened collection cycles (SRC and MRC)**

- (1) A retailer may place a small customer on a shortened collection cycle with the agreement of the customer.
- (2) Otherwise, a retailer may place a small customer on a shortened collection cycle only if:
  - (a) in the case of a residential customer—the customer is not experiencing payment difficulties; and
  - (b) the retailer has given the customer a reminder or warning notice for 2 consecutive bills; and
  - (c) before the second reminder or warning notice, the retailer has given the customer a notice informing the customer that:
    - (i) receipt of the second reminder or warning notice may result in the customer being placed on a shortened collection cycle; and
    - (ii) being on a shortened collection cycle means the customer will not receive a *reminder notice* until the customer has paid 3 consecutive bills in the customer's billing cycle by the *pay-by date*; and
    - (iii) failure to make a payment may result in arrangements being made for disconnection of the supply of energy without a further *reminder notice*; and

- (iv) alternative payment arrangements may be available; and
- (v) the customer may obtain further information from the retailer (on a specified telephone number).

**Note:**

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

- (3) The retailer must, within 10 business days of placing the small customer on a shortened collection cycle, give the customer notice that:
  - (a) the customer has been placed on a shortened collection cycle; and
  - (b) the customer must pay 3 consecutive bills in the customer's billing cycle by the *pay-by date* in order to be removed from the shortened collection cycle; and
  - (c) failure to make a payment may result in arrangements being made for disconnection of the supply of energy without a further *reminder notice*.

**Note:**

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

- (4) The retailer must remove the small customer from the shortened collection cycle as soon as practicable after the customer pays 3 consecutive bills in the customer's billing cycle by the *pay-by date*, unless the customer requests that this not be done.
- (5) In this rule:

**reminder or warning notice** means a *reminder notice* or a *disconnection warning notice*.

- (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 (other than prepayment *meter* market retail contracts).

## 35 Request for final bill (SRC)

- (1) If a customer requests the retailer to arrange for the preparation and issue of a final bill for the customer's premises, the retailer must use its best endeavours to arrange for:
  - (a) a *meter* reading; and

- (b) the preparation and issue of a final bill for the premises in accordance with the customer's request.

**Note:**

Rule 118 makes provision for the issue of a final bill where the customer requests de-energisation of the premises.

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

This rule applies in relation to standard retail contracts.

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

This rule does not apply in relation to market retail contracts.

## **Division 5            Tariff changes**

### **36            Obligations on retailers (SRC)**

- (1) Where during a billing cycle a small customer changes from one type of tariff to another type of tariff for customer retail services, the retailer must (if it is necessary to do so due to the change in the type of tariff applying to that small customer):
  - (a) obtain a *meter* reading (or *metering data*) at the time the type of tariff changes; and
  - (b) calculate the customer's bill using the type of tariff applying:
    - (i) the old type of tariff up to but not including the date of the *meter* reading; and
    - (ii) the new type of tariff from and including the date of the *meter* reading.

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

This rule applies in relation to standard retail contracts.

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

This rule does not apply in relation to market retail contracts.

### **37            Customer request for change of tariff (SRC)**

- (1) Where a retailer offers alternative tariffs or tariff options and a small customer:
  - (a) requests a retailer to transfer from that customer's current tariff to another tariff; and

- (b) demonstrates to the retailer that it satisfies all of the conditions relating to that other tariff and any conditions imposed by the customer's distributor,

the retailer must transfer the small customer to that other tariff within 10 business days of satisfying those conditions.
- (2) Where a small customer transfers from one tariff type to another, the effective date of the transfer is:
  - (a) subject to paragraph (b), the date on which the *meter* reading was obtained; or
  - (b) where the transfer requires a change to the *meter* at the small customer's premises, the date the *meter* change is completed.
- (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 does not apply in relation to market retail contracts.

## **38 Change in use (SRC)**

- (1) A small customer must notify its retailer of a change in use of the customer's premises.
- (2) Where a small customer notifies a retailer of a change in use of the customer's premises, the retailer may require the customer to transfer to a tariff applicable to the customer's use of that premises with effect from the date on which the retailer notifies the customer of the new tariff.
- (3) If a reclassification is necessary as a result of the change in use notified by the customer under subrule (2), the date on which the retailer notifies the customer of the new tariff must not be earlier than the date notice is provided under rule 8 or 10 (as the case requires).
- (4) If a small customer fails to give notice of a change in use of the customer's premises, the retailer may, upon giving notice to the customer, transfer the customer to the applicable tariff with effect from the date on which the change of use occurred.
- (5) Despite rules 8 (5) and 10 (5), if a reclassification is necessary as a result of a change of use under subrule (4), the reclassification takes effect on the date on which the new tariff applies under subrule (4).
- (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 does not apply in relation to market retail contracts.

**Division 6 Customer retail contracts—security deposits**

**39 Consideration of credit history**

- (1) For the purpose of deciding whether to require a small customer to provide a *security deposit* under rule 40 a retailer must:

- (a) request the customer to provide the retailer with:

- (i) permission to obtain a credit check of the credit history of the customer; and
- (ii) other information relating to the credit history of the customer; and

- (b) take into consideration:

- (i) any credit history obtained as a result of the credit check; and
- (ii) any credit history provided by the customer; and
- (iii) any other available information that relates to the credit history of the customer,

that is reasonably required for the retailer to assess the ability of the customer to meet the customer's financial obligations under a customer retail contract.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts, but only to the extent (if any) a contract provides for payment of a *security deposit*.

**40 Requirement for security deposit (SRC and MRC)**

- (1) Subject to subrules (2)–(4), a retailer may require a small customer to provide a *security deposit*:

- (a) in the case of a residential customer—only at the time the customer requests the sale and supply of energy under a customer retail contract and not during the currency of the customer retail contract; and



- (b) in the case of a business customer—at the time the customer requests the sale and supply of energy under a customer retail contract or during the currency of the customer retail contract.

**Note:**

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

- (2) A retailer cannot require a small customer to provide a *security deposit* unless:
  - (a) the customer owes money to that retailer in relation to the sale and supply of energy to any premises, unless the bill relating to the amount owed is:
    - (i) under review by the retailer under rule 29; or
    - (ii) under consideration by the energy ombudsman as referred to in that rule; or
  - (b) the customer has fraudulently acquired or intentionally consumed energy otherwise than in accordance with the energy laws within the past 2 years; or
  - (c) the customer has refused or failed to provide *acceptable identification* to the retailer; or
  - (d) the retailer reasonably considers that the customer has an unsatisfactory credit history; or
  - (e) in the case of a business customer, the retailer reasonably considers that the customer has (in respect of the business):
    - (i) no history of paying energy accounts; or
    - (ii) an unsatisfactory record in relation to the payment of energy accounts; or
  - (f) the customer has refused or failed to provide the retailer with the permission or other information requested under rule 39 (1) (a).

**Note:**

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

- (3) A retailer cannot require a residential customer to provide a *security deposit* if the customer:
  - (a) is identified as a hardship customer by the retailer in relation to any premises; or
  - (b) advises the retailer that the customer was identified as a hardship customer by another retailer in relation to any premises

**Note:**

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

- (4) A retailer cannot require a residential customer to provide a *security deposit* unless the retailer has offered the customer the option of a payment plan and the customer has either declined the offer or failed to pay an instalment having accepted the offer.
- (5) If the retailer requires a *security deposit* on the basis that the small customer has an unsatisfactory credit history, the retailer must inform the customer:
  - (a) that the retailer has decided the customer has an unsatisfactory credit history; and
  - (b) the reasons for the retailer's decision; and
  - (c) of the customer's rights to dispute the decision of the retailer.
- (6) A retailer must not refuse to sell energy on the grounds of non-payment or partial payment of a *security deposit* but may:
  - (a) arrange to de-energise (or disconnect) premises under rule 112; or
  - (b) refuse to arrange re-energisation of premises.

**Note:**

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

- (7) Subject to subrule (6), payment or partial payment of a *security deposit* is not a pre-condition to the formation of a standard retail contract (as referred to in section 26 of *the Law*).

**Note:**

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

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts, but only to the extent (if any) a contract provides for payment of a *security deposit*.

## **41 Payment of security deposit (SRC)**

### **(1) Security deposit must be paid**

A small customer who is required under rule 40 to pay a *security deposit* to a retailer is obliged to pay the *security deposit* when requested by the retailer to do so.

### **(2) Re-energisation may be refused for non-payment of security deposit**

A retailer may refuse to arrange the re-energisation of a customer's premises if a required *security deposit* remains unpaid and the customer has been de-energised for that reason under rule 112.

### **(3) Security deposit account**

A retailer must keep *security deposits* in a separate account and separately identify in its company accounts the value of *security deposits* that it holds for small customers.

### **(4) Application of this rule to standard retail contracts**

This rule applies in relation to standard retail contracts.

### **(5) Application of this rule to market retail contracts**

This rule (other than subrule (3)) does not apply in relation to market retail contracts.

## **42 Amount of security deposit (SRC)**

### **(1) A retailer must ensure that the amount of a *security deposit* for a small customer is not greater than 37.5% of the customer's estimated bills over a 12 month period, based on:**

- (a) the customer's billing history; or
- (b) the average usage of energy by a comparable customer over a comparable 12 month period.

#### **Note:**

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

### **(2) Application of this rule to standard retail contracts**

This rule applies in relation to standard retail contracts.

### **(3) Application of this rule to market retail contracts**

This rule does not apply in relation to market retail contracts.

### **43 Interest on security deposit (SRC and MRC)**

- (1) If a retailer has received a *security deposit* from a small customer, the retailer must pay interest to the customer on the deposit at the bank bill rate.

**Note:**

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

- (2) Interest is to accrue daily and is to be capitalised (if not paid) every 90 days.
- (3) For the purposes of this rule, bank bill rate means a daily published rate no less than the pre-tax rate of return the retailer would earn over the period the retailer retains the *security deposit* if it were invested in bank bills that have a term of 90 days.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts, but only to the extent (if any) a contract provides for payment of a *security deposit*.

### **44 Use of security deposit (SRC)**

- (1) A retailer may apply a *security deposit* to offset amounts owed to it by a small customer if and only if:
  - (a) the customer fails to pay a bill and the failure results in de-energisation of the customer's premises by the retailer and there is no contractual right to re-energisation; or
  - (b) in relation to the issue of a final bill:
    - (i) the customer vacates the premises; or
    - (ii) the customer requests de-energisation of the premises; or
    - (iii) the customer transfers to another retailer.

**Note:**

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

- (2) If a final bill includes amounts payable for goods and services provided by the retailer other than for the sale of energy, the retailer must apply the *security deposit* firstly in satisfaction of the charges for the sale of energy, unless:
  - (a) the customer otherwise directs; or

- (b) another apportionment arrangement is agreed to by the customer.

**Note:**

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

- (3) The retailer must account to the customer in relation to the application of a *security deposit* amount within 10 business days after the application of the *security deposit*.

**Note:**

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

- (4) A reference in this rule to a *security deposit* includes a reference to any accrued interest on the *security deposit*.

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

This rule applies in relation to standard retail contracts.

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

This rule does not apply in relation to market retail contracts.

## 45 **Obligation to return security deposit (SRC)**

- (1) If a small customer has been required by a retailer to pay a *security deposit*, the retailer must repay to the small customer in accordance with the small customer's reasonable instructions the amount of the *security deposit*, together with accrued interest, within 10 business days after the small customer:
  - (a) completes 1 year's payment (in the case of a residential customer) or 2 years' payment (in the case of a business customer) by the *pay-by dates* for the retailer's bills; or
  - (b) vacates the relevant premises, requests de-energisation of the premises or transfers to another retailer, where the *security deposit* or any part of it is not required in settlement of the final bill referred to in rule 44 (1) (b).

**Note:**

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

- (2) If no reasonable instructions are given by the small customer, a retailer must credit the amount of the *security deposit*, together with accrued interest, on:
  - (a) in a case to which subrule (1) (a) applies—the customer's next bill; or
  - (b) in a case to which subrule (1) (b) applies—the customer's final bill.

**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 does not apply in relation to market retail contracts.

## **Division 7                      Market retail contracts—particular requirements**

### **45A              Definitions**

In this Division:

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

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

**fixed benefit period** means a period of a market retail contract (where the end date of that period is specified or ascertainable at the beginning of that period) during which a benefit to the customer (such as a price discount) is available.

### **46                      Tariffs and charges**

- (1) This rule sets out some minimum requirements that are to apply in relation to the terms and conditions of market retail contracts (other than a prepayment *meter* market retail contract).
- (2) A retailer must set out in a market retail contract with a small customer all tariffs and charges payable by the customer.
- (3) The retailer must give notice to the customer of any variation to the tariffs and charges that affects the customer.
- (4) The notice must be given as soon as practicable, and in any event no later than the customer's next bill.
- (5) The retailer must set out in the market retail contract the obligations with regard to notice that the retailer must comply with where the tariffs and charges are to be varied.

**46A Explicit Informed Consent – Variation of tariffs, charges or benefits to the customer**

- (1) This rule has effect for the purposes of section 39(1)(a) of *the Law*.
- (2) For the purposes of the transaction described in section 38(b) of *the Law*, matters relevant to the consent of the customer will include, without limitation, any term or condition in the market retail contract that provides for the variation of tariffs, charges or benefits to the customer under that contract.

**47 Cooling off period and right of withdrawal—market retail contracts**

**(1) Right of withdrawal**

A small customer who enters into a market retail contract with a retailer has the right to withdraw from the contract in accordance with this rule.

**(2) When right of withdrawal may be exercised**

The right of withdrawal may be exercised within the period of 10 business days (the *cooling off period*) commencing with the date the small customer receives the required information under rule 64 about the contract.

**(3) Customer's agreement or acceptance is not a bar to withdrawal**

The right of withdrawal may be exercised even though the small customer agreed to or accepted the contract.

**(4) How right of withdrawal may be exercised**

The small customer withdraws from the contract by informing the retailer orally or in writing of the customer's intention to withdraw from the contract.

**(5) Rights and obligation to be set out in contract**

A retailer must include in each market retail contract it enters into with a small customer express provisions setting out the rights and obligations provided for by this rule.

**Note:**

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

**(6) Record of withdrawal**

A retailer must create a record of each withdrawal, and the provisions of section 40 of *the Law* apply in relation to a record of withdrawal as if it were a record of explicit informed consent.

**Note:**

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

(7) **Effect of withdrawal**

Withdrawal from a market retail contract operates as a rescission of the contract.

**48 Retailer notice of end of fixed term retail contract**

- (1) This rule applies to a fixed term retail contract.
- (2) A retailer must, in accordance with this rule, notify a small customer with a fixed term retail contract that the contract is due to end.

**Note:**

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

- (3) The notice must be given no earlier than 40 business days and no later than 20 business days before the end date of the contract.
- (4) The notice must state:
  - (a) the date on which the contract will end; and
  - (b) details of the prices, terms and conditions applicable to the sale of energy to the premises concerned under a deemed customer retail arrangement; and
  - (c) the customer's options for establishing a customer retail contract (including the availability of a standing offer); and
  - (d) the consequences for the customer if the customer does not enter into a customer retail contract (whether with that or another retailer), including the entitlement of the retailer to arrange for the de-energisation of the premises and details of the process for de-energisation.
- (5) The retailer is not required to give the notice where the customer has already entered into a new contract with the retailer, or has given instructions to the retailer as to what actions the retailer must take at the end of the contract.
- (6) A retailer must, for a fixed term retail contract, include a term or condition to the effect that the retailer will:
  - (a) notify the customer that the contract is due to end; and
  - (b) give such notice no earlier than 40 business days and no later than 20 business days before the end of the contract.



## **49 Termination of market retail contract**

- (1) A market retail contract terminates:
  - (a) on a date agreed between the retailer and the customer; or
  - (b) in the case of a prepayment *meter* market retail contract—when the customer withdraws from the contract before the end of the trial period under rule 130; or
  - (c) when the provision of customer retail services to the premises commences under a customer retail contract with a different customer; or
  - (d) when the provision of customer retail services to the premises commences under a different customer retail contract between the customer and the retailer or another retailer; or
  - (e) at the end of the period of 10 business days commencing on the day the customer's premises are de-energised, if there is no contractual right to re-energisation; or
  - (f) subject to subrule (2), on another date or event specified in the market retail contract,whichever first occurs.
- (2) A term or condition of a market retail contract has no effect to the extent that it requires a customer to give more than 20 business days notice to terminate the contract.
- (3) Termination of a market retail contract does not affect any rights or obligations that have already accrued under the contract.
- (4) This rule has effect subject to section 141 of *the Law*.
- (5) This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a market retail contract.

## **49A Early termination charges**

- (1) A term or condition of a fixed term retail contract has no effect to the extent that it provides for payment of an early termination charge (however described), unless:
  - (a) the contract includes details of the amount or manner of calculation of the early termination charge; and
  - (b) the early termination charge is a reasonable estimate of the costs to the retailer resulting from the early termination.

- (2) For the purposes of subrule (1)(b), the costs to the retailer are the reasonable costs incurred or to be incurred by the retailer, and do not include costs based on lost supply or lost profits.
- (3) Subject to subrule (4), a term or condition of a market retail contract that is not a fixed term retail contract has no effect to the extent that it provides for the payment of an early termination charge (however described).
- (4) Subrules (1) and (3) do not prevent the imposition of an early termination charge due to the early termination of a fixed benefit period, even if this coincides with the termination of the market retail contract.
- (5) An early termination charge (however described), payable where a customer terminates a fixed benefit period early, only has effect if:
  - (a) the contract includes details of the amount or manner of calculation of the early termination charge; and
  - (b) the early termination charge is a reasonable estimate of the costs to the retailer resulting from the early termination.
- (6) For the purposes of subrule (5)(b), the costs to the retailer are the reasonable costs incurred or to be incurred by the retailer, and do not include costs based on lost supply or lost profits.
- (7) This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a market retail contract.

## **50 Small customer complaints and dispute resolution information**

- (1) A retailer must include, as a minimum requirement in relation to the terms and conditions of a market retail contract, provisions to the effect of the following:
  - (a) the small customer may, if they have a query, complaint or dispute, contact the retailer;
  - (b) the retailer is obliged to handle a complaint made by a small customer in accordance with the retailer's standard complaints and dispute resolution procedures, which can be found on the retailer's website or provided to the customer on request;
  - (c) the retailer must inform the small customer of the outcome of the customer's complaint;
  - (d) if the small customer is not satisfied with the retailer's response to the customer's complaint, the customer has a right to refer the complaint or dispute to the energy ombudsman.

- (2) The provisions required to be included in the market retail contract must provide the retailer's contact details for the small customer to contact the retailer in connection with a query, complaint or dispute.

**Note:**

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

## **51 Liabilities and immunities**

A retailer must not include any term or condition in a market retail contract with a small customer that limits the liability of the retailer for breach of the contract or negligence by the retailer.

**Note:**

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

## **52 Indemnities**

A retailer must not include any term or condition in a market retail contract with a small customer under which the customer indemnifies the retailer, so that the retailer may recover from the customer an amount greater than the retailer would otherwise have been able to recover at general law for breach of contract or negligence by the customer in respect of the contract.

**Note:**

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

# **Division 8 Deemed customer retail arrangements**

## **53 Obligations of retailers**

- (1) As soon as practicable after becoming aware that a small customer is consuming energy under a deemed customer retail arrangement, the financially responsible retailer for the premises concerned must give the customer information about the following:
- (a) the retailer's contact information;
  - (b) details of the prices, terms and conditions applicable to the sale of energy to the premises concerned under the deemed customer retail arrangement;
  - (c) the customer's options for establishing a customer retail contract (including the availability of a standing offer);
  - (d) the consequences for the customer if the customer does not enter into a customer retail contract (whether with that or another retailer), including the

entitlement of the retailer to arrange for the de-energisation of the premises and details of the process for de-energisation.

- (2) If the small customer is a carry-over customer of the retailer, the retailer does not have to give the customer the information required under subrule (1) if the retailer has already given the customer a notice under rule 48 relating to a market retail contract and containing that information.

## **54 Formation of standard retail contract on incomplete request**

The financially responsible retailer for a move-in customer or carry-over customer may treat the customer as requesting the sale of energy under the retailer's standing offer and may take all appropriate steps for the formation of a standard retail contract with the customer, if:

- (a) the customer has provided the retailer with the customer's name and (if required by the retailer) *acceptable identification* and contact details for billing purposes; but
- (b) the customer has not advised the retailer as to the type of customer retail contract under which the customer wishes to be supplied.

## **Division 9 Other retailer obligations**

### **55 Referral to interpreter services**

A retailer must refer a residential customer to a relevant interpreter service if a referral is necessary or appropriate to meet the reasonable needs of the customer.

**Note:**

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

### **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.
- (2) If a small customer requests information of the kind referred to in subrule (1), 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.

**Note:**

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

## **57 Retailer obligations in relation to customer transfer**

- (1) A retailer must not submit a request for the transfer of a small customer under the relevant Retail Market Procedures unless:
  - (a) the retailer has obtained explicit informed consent from the customer to enter into the relevant customer retail contract; and
  - (b) the retailer has a customer retail contract in place to enable the sale of energy to the customer at their premises.
- (2) A customer transfer under the relevant Retail Market Procedures is permitted prior to the completion of the *cooling off period*, provided that the transfer can be reversed if the customer elects to withdraw from the contract under rule 47.

## **58 Notice to small customers on transfer**

A retailer must, within 5 business days of receiving notification that it has become the financially responsible retailer for a small customer as a result of a customer transfer, give notice to the customer:

- (a) that the retailer has commenced selling energy to the customer; and
- (b) of the date on which the retailer commenced selling energy to the customer.

## **59 Notice to small customers where transfer delayed**

Where a retailer has notified a small customer of the expected date of a transfer and that transfer does not occur, the retailer must, within 5 days of becoming aware that a transfer has not occurred on the expected date, notify the customer:

- (a) that the transfer did not occur; and
- (b) of the reason for the delay; and
- (c) of the new expected date of the completion of the transfer, if it is still proceeding.

## **Division 10      Energy marketing**

### **Note:**

The *Telecommunications Act 1997*, the *Do Not Call Register Act 2006* and the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* of the Commonwealth may also apply to retail marketers carrying out energy marketing activities.

## **Subdivision 1      Preliminary**

### **60      Application of Division**

This Division applies to retail marketers carrying out energy marketing activities.

## **Subdivision 2      Providing information to small customers**

### **61      Overview of this Subdivision**

- (1) This Subdivision requires a retail marketer to provide specific information to small customers in connection with market retail contracts.
- (2) The information is referred to in this Subdivision as required information.

### **62      Requirement for and timing of disclosure to small customers**

A retail marketer must provide the required information to a small customer in relation to the market retail contract concerned:

- (a) before the formation of the contract; or
- (b) as soon as practicable after the formation of the contract.

### **63      Form of disclosure to small customers**

- (1) Required information provided to a small customer before the formation of the market retail contract may be provided electronically, verbally or in writing.
- (2) Required information provided to a small customer after the formation of the market retail contract must be provided in a single written disclosure statement.
- (3) If required information was provided to a small customer electronically or verbally before the formation of the market retail contract, required information in a single written disclosure statement must also be provided to the customer after the formation of the contract.

### **64      Required information**

- (1) The required information that a retail marketer is to provide to a small customer is information in relation to the following:

- (a) all applicable prices, charges and benefits to the customer (to the extent both are not otherwise part of prices), early termination payments and penalties, *security deposits*, service levels, concessions or rebates, billing and payment arrangements and how any of these matters may be changed (including, where relevant, when changes to prices will be notified by the retailer to the customer);
  - (b) the commencement date and duration of the contract, the availability of extensions, and the termination of the contract if the customer moves out during the term of the contract;
  - (c) if any requirement is to be or may be complied with by an electronic transaction—how the transaction is to operate and, as appropriate, an indication that the customer will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;
  - (d) the rights that a customer has to withdraw from the contract during the *cooling off period*, including how to exercise those rights;
  - (e) the customer’s right to complain to the retailer in respect of any energy marketing activity of the retail marketer conducted on behalf of the retailer and, if the complaint is not satisfactorily resolved by the retailer, of the customer’s right to complain to the energy ombudsman.
- (2) The required information, when given in a written disclosure statement, must include or be accompanied by a copy of the market retail contract.

### **Subdivision 3      Energy marketing activities**

#### **65            No contact lists**

- (1) This rule applies to energy marketing in person at a person’s premises or marketing by mail, but does not apply to *telemarketing calls* or *e-marketing activities*.
- (2) A retailer must ensure that a “no contact list” is created and maintained for its retail marketers, whether by the retailer itself or by a person or organisation on behalf of the retailer.
- (3) A “no contact list” is a list of small customers who indicate they wish to be placed on the list.
- (4) A small customer may give such an indication by applying (in person, electronically, by telephone or in writing) to the retailer or by communicating directly with a retail marketer.
- (5) A retail marketer must not make contact with a small customer whose name is on the relevant no contact list.

- (6) An entry for a particular small customer in a no contact list continues for a period of 2 years, but the period is refreshed each time the customer requests inclusion or maintenance of inclusion.
- (7) A retailer must publish a statement on its website about the existence of its no contact list and the procedures for being placed on the list.

## **66 No canvassing or advertising signs**

In carrying out energy marketing activities a retail marketer must comply with any signs at a person's premises indicating:

- (a) canvassing is not permitted at the premises; or
- (b) no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at or associated with the premises.

## **67 Duty of retailer to ensure compliance**

A retailer must ensure that a retail marketer who is an associate of the retailer complies with this Subdivision.

## **68 Record keeping**

- (1) A retailer must ensure that records are kept of all energy marketing activities carried out by it or on its behalf by retail marketers, including details of energy marketing visits that have been conducted, and telephone energy marketing calls that have been placed.
- (2) The retailer must ensure that each such record is retained:
  - (a) for the period of 12 months; or
  - (b) where a small customer has within that period made a complaint or referred a dispute to the energy ombudsman in relation to energy marketing activities—for the period the complaint or dispute remains unresolved,whichever is the longer period.
- (3) A retailer must ensure that it and appropriate officers or employees of the retailer, have immediate access, or a right of immediate access, to each such record.

## **Division 11 Miscellaneous**

### **69 Compliance by small customer who is not owner of premises**

If a small customer is unable to fulfill an obligation in respect of:

- (a) premises (including, but not limited to, access to premises) under a customer retail contract; or



- (b) access to premises under these Rules,

because the customer is not the owner of the premises, the customer is not in breach of the contract or the Rules if the customer takes all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

## 70 Termination of standard retail contract (SRC)

- (1) A standard retail contract terminates:

- (a) subject to subrule (3), in a case where the small customer:

- (i) gives the retailer a notice (a **termination notice**) stating that the customer wishes to terminate the contract (even if the customer has vacated the premises earlier); or
    - (ii) is reclassified under the Rules as a large customer,

on a date advised by the retailer (which must be at least 5 but not more than 20 business days from the giving of a termination notice or a reclassification); or

- (b) on a date agreed between the retailer and the small customer; or
  - (c) when the small customer starts receiving customer retail services for the premises under a different customer retail contract with the retailer or a different retailer; or
  - (d) when a different customer starts receiving customer retail services for the premises under a customer retail contract with the retailer or a different retailer; or
  - (e) at the end of the period of 10 business days commencing on the day the small customer's premises are de-energised, if there is no contractual right to re-energisation,

whichever first occurs.

- (2) Where a small customer gives a termination notice and notifies the retailer of a date on which the small customer intends to vacate the premises, the retailer must:

- (a) use its best endeavours to ensure that the relevant *meters* are read at, or the relevant *metering data* is obtained for, the premises on the date and at the time agreed with the small customer (or as soon as possible after that date if the small customer has not provided access to the relevant *meters* on that date or at that time); and
  - (b) prepare and send to the small customer at the forwarding address provided by the small customer a final bill based on the relevant *meter* reading or *metering data*.

- (3) If the small customer gives a termination notice, or is reclassified under the Rules as a large customer, but does not give safe access to the premises to conduct a final *meter* reading (where relevant), the standard retail contract does not terminate under subrule (1) (a) until the date the retailer issues a final bill and the customer has paid any outstanding balance.
- (4) A retailer must not impose a termination charge (however described) under a standard retail contract in respect of the termination of the contract.

**Note:**

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

- (5) Termination of a standard retail contract does not affect any rights or obligations that have already accrued under the contract.
- (6) Where there is an existing standard retail contract between a retailer and a small customer who is reclassified under the Rules as a large customer, the retailer is no longer obliged to make a standing offer to the customer.
- (7) This rule has effect subject to section 141 of *the Law*.

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

This rule applies in relation to standard retail contracts.

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

This rule does not apply in relation to market retail contracts.

## Part 3 Customer hardship

### 71 Obligation of retailer to communicate customer hardship policy

- (1) A retailer must inform a hardship customer of the retailer of the existence of the retailer's customer hardship policy as soon as practicable after the customer is identified as a hardship customer.
- (2) The retailer must provide the hardship customer with a copy of the customer hardship policy on request and at no expense.

**Note:**

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

### 72 Payment plans

- (1) A payment plan for a hardship customer must:
  - (a) be established having regard to:
    - (i) the customer's capacity to pay; and
    - (ii) any arrears owing by the customer; and
    - (iii) the customer's expected energy consumption needs over the following 12 month period; and
  - (b) include an offer for the customer to pay for their energy consumption in advance or in arrears by instalment payments.
- (2) A retailer who offers a payment plan under this rule for a customer must inform the customer of:
  - (a) the duration of the plan; and
  - (b) the amount of each instalment payable under the plan, the frequency of instalments and the date by which each instalment must be paid; and
  - (c) if the customer is in arrears—the number of instalments to pay the arrears; and
  - (d) if the customer is to pay in advance—the basis on which instalments are calculated.

**Note:**

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

### **73 Waiver of late payment fee for hardship customer**

A retailer must waive any fee payable under a customer retail contract with a small customer who is a hardship customer for late payment of a bill for customer retail services.

**Note:**

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

### **74 Payment by Centrepay (SRC and MRC)**

- (1) This rule applies where a hardship customer requests a retailer to permit payment by using Centrepay as a payment option (see rule 32).
- (2) If the hardship customer is applying for or on a standard retail contract, the retailer must allow the customer to use Centrepay as a payment option.
- (3) If the hardship customer is on a market retail contract and Centrepay is available as a payment option under that contract, the retailer must allow the customer to use Centrepay as a payment option.
- (4) If the hardship customer is on a market retail contract and Centrepay is not available as a payment option under that contract, the retailer must undertake a review of the market retail contract.
- (5) If, as a result of a review, an alternative customer retail contract is considered to be more appropriate, the retailer must transfer the customer to that alternative contract, where the retailer has obtained the customer's explicit informed consent.
- (6) Any alternative customer retail contract offered to a hardship customer must make Centrepay available as a payment option.
- (7) If, as a result of the review, there is no alternative customer retail contract considered to be more appropriate, the retailer must make Centrepay available as a payment option under the hardship customer's existing market retail contract.
- (8) The retailer must not charge the customer for the review, for any transfer to an alternative retail contract or any early termination charge or other penalty for the early termination of the customer's previous customer retail contract.

**Note:**

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

### **75 Hardship program indicators**

- (1) The AER must, in accordance with the retail consultation procedure, determine hardship program indicators.

- (2) The hardship program indicators must cover the following:
  - (a) entry into hardship programs;
  - (b) participation in hardship programs;
  - (c) assistance available to and assistance provided to customers under customer hardship policies.
- (3) The AER may from time to time amend the hardship program indicators in accordance with the retail consultation procedure.
- (4) In this rule:

**hardship program** means a program outlined in a customer hardship policy (as referred to in section 44 (e) of *the Law*).

## **76 Waiver of debt for hardship customer**

Nothing in this Part prevents a retailer from waiving any fee, charge or amount of arrears for the provision of customer retail services to a hardship customer in accordance with the retailer's customer hardship policy.

## **Part 4                      Relationship between distributors and customers**

### **Division 1              Preliminary**

#### **77                      Application of this Part**

This Part applies only in relation to:

- (a) customers with an existing connection; and
- (b) deemed standard connection contracts; and
- (c) deemed AER approved standard connection contracts.

#### **78                      Variation or exclusion of provisions of this Part by deemed AER approved standard connection contracts**

A deemed AER approved standard connection contract may vary or exclude any or all of the other provisions of this Part, whether by express statement or by implication.

### **Division 2              Customer connection services**

#### **79                      Application for customer connection services**

##### **(1)                      Application of this rule**

This rule applies where a customer is seeking the provision of customer connection services in respect of an existing connection at the customer's premises.

##### **(2)                      Who may apply**

An application for the provision of customer connection services is to be made to a distributor by a retailer on behalf of the customer (but only if the retailer has a relevant contract with the customer in relation to the premises).

##### **(3)                      Responsibilities of retailer**

The retailer must make the application promptly on behalf of the customer.

##### **(4)                      Responsibilities of distributor**

The distributor must, as soon as practicable after the retailer notifies the distributor of the formation of the relevant contract under subrule (2), provide customer connection services in respect of the customer's premises.

(5) **Services to be provided in accordance with energy laws**

The customer connection services are to be provided subject to and in accordance with any relevant requirements of the energy laws.

(6) **Definition**

In this rule:

**relevant contract** means:

- (a) in the case of a small customer—a customer retail contract; or
- (b) in the case of a large customer—a contract for the sale of energy to the customer.

**80 Provision of information to customers**

(1) A distributor must publish the following information on its website:

- (a) a description of the distributor's customer connection contracts and how copies of the contracts may be obtained;
- (b) details of distributor service standards and any associated GSL schemes;
- (c) details of applicable energisation and re-energisation timeframes;
- (d) notice of a customer's rights in respect of the negotiation of different terms;
- (e) details of charges for customer connection services;
- (f) information relating to new connections or connection alterations;
- (g) a description of the distributor's and customer's respective rights and obligations concerning the provision of customer connection services under the energy laws;
- (h) a summary of the rights, entitlements and obligations of small customers, including:
  - (i) the distributor's standard complaints and dispute resolution procedure; and
  - (ii) the contact details for the energy ombudsman.

(2) If a customer requests information of the kind referred to in subrule (1), the distributor must either:

- (a) refer the customer to the distributor's website; or
- (b) provide the information to the customer.

- (3) However, 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 any 12 month period may be provided subject to a reasonable charge.

**Note:**

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

### **Division 3            Deemed standard connection contracts**

#### **81            Model terms and conditions for deemed standard connection contracts**

- (1) Model terms and conditions for a deemed standard connection contract are set out in Schedule 2.
- (2) A statement in Schedule 2 that is underlined and in square brackets indicates that a required alteration must be made by omitting the statement and substituting the matter referred to in the statement.
- (3) Termination of a deemed standard connection contract does not affect any rights or obligations that have already accrued under the contract.

### **Division 4            Negotiated connection contracts**

#### **82            Small customer complaints and dispute resolution information**

- (1) A distributor must include, in a negotiated connection contract with a small customer, provisions to the effect of the following:
  - (a) the small customer may, if they have a query, complaint or dispute, contact the distributor;
  - (b) the distributor is obliged to handle a complaint made by a small customer in accordance with the distributor's standard complaints and dispute resolution procedures, which can be found on the distributor's website or provided to the customer on request;
  - (c) the distributor must inform the small customer of the outcome of the customer's complaint;
  - (d) if the small customer is not satisfied with the distributor's response to the customer's complaint, the customer has a right to refer the complaint or dispute to the energy ombudsman.



- (2) The provisions required to be included in the negotiated connection contract must provide the distributor's contact details for the small customer to contact the distributor in connection with a query, complaint or dispute.

**Note:**

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

## **83 Liabilities and immunities**

A distributor must not include any term or condition in a negotiated connection contract with a small customer that limits the liability of the distributor for breach of the contract or negligence by the distributor.

**Note 1:**

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

## **Division 5 Distributor obligations to customers**

### **84 Distributor service standards and GSL schemes**

- (1) A distributor must comply with any applicable distributor service standards, including under a GSL scheme.
- (2) The distributor and the retailer must each use their best endeavours to provide each other at no cost and in a timely manner, information or documentation that the other reasonably requires to carry out their obligations to allow a GSL payment to be made to the customer.
- (3) In this rule:

**GSL payment** means a payment that a distributor is required to make under a GSL scheme.

### **85 Fault reporting and correction**

A distributor must maintain a 24 hour fault information and reporting telephone number (the charge for which is no more than the cost of a local call).

**Note:**

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

### **86 Provision of information**

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 12 month period may be provided subject to a reasonable charge.

**Note:**

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

## 87 Referral to interpreter services

A distributor must refer a residential customer to a relevant interpreter service if a referral is necessary or appropriate to meet the reasonable needs of the customer.

## Division 6 Distributor interruption to supply

### 88 Definitions

In this Division:

**interruption** 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;

**Note:**

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

**planned interruption** means an *interruption* of the supply of energy for:

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

**transmission system:**

- (a) for electricity—means a transmission system within the meaning of the NEL; or
- (b) for gas—means a transmission pipeline within the meaning of the NGL;

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

- (a) an *interruption* in circumstances where, in the opinion of the distributor, a customer's installation or the distribution system poses an immediate threat of injury or material damage to any person, any property or the distribution system; or

- (b) an *interruption* in circumstances where:
  - (i) there are health or safety reasons warranting an *interruption*; or
  - (ii) there is an emergency warranting an *interruption*; or
  - (iii) the distributor is required to *interrupt* the supply at the direction of a *relevant authority*; or
- (c) an *interruption* to shed demand for energy because the total demand for energy at the relevant time exceeds the total supply available; or
- (d) an *interruption* to restore supply to a customer.

## **89 Distributor's right to interrupt supply**

A distributor may, subject to and in accordance with any requirements of the energy laws, *interrupt* the supply of energy at any time, including for a *planned interruption* or an *unplanned interruption*.

## **90 Planned interruptions**

### **(1) Notice to be given**

In the case of a *planned interruption*, a distributor must notify each affected customer by any appropriate means of the *interruption* at least 4 business days before the date of the *interruption*.

### **(2) Contents of notification**

The notification must:

- (a) specify the expected date, time and duration of the *interruption*; 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 *planned interruptions* are to be directed to the distributor.

### **(3) Restoration of supply**

The distributor must use its best endeavours to restore the customer's supply as soon as possible.

#### **Note:**

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

## 91 Unplanned interruptions

In the case of an *unplanned interruption*, a distributor must:

- (a) within 30 minutes of being advised of the *interruption*, or otherwise as soon as practicable, make available, by way of a 24 hour telephone service (the charge for which is no more than the cost of a local call), information on the nature of the *interruption* and an estimate of the time when supply will be restored or when reliable information on restoration of supply will be available; and
- (b) if the telephone service is automated—provide options for customers who call the service to be directly connected to a telephone operator if required; and
- (c) use its best endeavours to restore supply to affected customers as soon as possible.

**Note:**

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

## Division 7 Miscellaneous

### 92 Compliance by small customer who is not owner of premises

If a small customer is unable to fulfill an obligation in respect of:

- (a) premises (including, but not limited to, access to premises) under a customer connection contract; or
- (b) access to premises under these Rules,

because the customer is not the owner of the premises, the customer is not in breach of the contract or Rules if the customer takes all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

## **Part 5                      Relationship between distributors and retailers—retail support obligations**

### **Division 1              Preliminary**

#### **93                      Application of this Part**

- (1) This Part applies to a distributor and a retailer where they have a shared customer.
- (2) Where a distributor and a retailer have a shared customer, they are respectively referred to in this Part as “the distributor” and “the retailer”.

### **Division 2              Assistance and cooperation**

#### **94                      Assistance and cooperation**

- (1) The distributor and the retailer must give all reasonable assistance to each other, and cooperate with each other, in relation to the performance of their respective obligations and the enforcement of their respective rights in respect of the sale and supply of energy to shared customers under *the Law*, the Regulations, these Rules and the Retail Market Procedures.
- (2) In particular, the distributor and the retailer must each use their best endeavours to provide or make available to the other at no cost and in a timely manner information or documentation that the other reasonably requires to carry out its obligations under *the Law*, the Regulations, these Rules and the Retail Market Procedures.
- (3) The distributor and the retailer must each, on becoming aware of any material change in any of the information provided or made available in accordance with this Part, notify the other as soon as reasonably practicable of the change.
- (4) The distributor and the retailer must each take all reasonable steps to ensure that all information that it provides or makes available to the other (irrespective of whether the information is generated by a third person) under this Part is accurate and complete.

### **Division 3              Information requirements**

#### **95                      Information about applicable tariffs, connection related information and other information**

- (1) This rule applies where, under a customer retail contract or customer connection contract, the retailer or the distributor is required to provide information to the other in relation to the shared customer that is held by that party (including information about applicable tariffs and connection related information).

- (2) Each party must use its best endeavours to provide the information, from time to time as occasion requires, to the other party in an up to date form, at no cost and in a timely manner to allow the other party to carry out its obligations to the customer under the relevant customer contract.

## **96 Requirements for information**

The distributor and the retailer must:

- (a) notify each other of the information referred to in and as required by this Division, except so far as they have already provided the information under the Retail Market Procedures; and
- (b) ensure that the details are at all times current.

## **97 Distributor and retailer contact details**

- (1) The distributor must provide the distributor's contact details to the retailer.
- (2) The retailer must provide to the distributor:
  - (a) the retailer's contact details; and
  - (b) the name and contact details of the retailer's *NEM Representative* (if applicable).

## **98 Contact details for customers**

- (1) The distributor must provide to the retailer a contact telephone number for:
  - (a) customer inquiries, including inquiries to obtain information about *unplanned interruptions*; and
  - (b) fault reporting by customers; and
  - (c) emergency reporting by customers.
- (2) The retailer must provide to the distributor the retailer's contact telephone number for customer inquiries.

## **99 Information on planned interruptions**

- (1) The distributor:
  - (a) must notify the retailer of *planned interruptions* and give the retailer all information that the distributor is required to give to a customer under rule 90; and
  - (b) must do so within the same time period as the distributor is required to notify the customer.

- (2) The information must include information regarding the area in which the *planned interruption* is to occur.
- (3) At the request of the retailer, and if the information is readily available, the information must include information regarding specific premises affected.
- (4) If a customer contacts the retailer about a *planned interruption* requested or proposed by the distributor, the retailer must:
  - (a) refer the customer to the distributor; or
  - (b) if the customer does not wish to contact the distributor, give the customer the information provided by the distributor under this rule.

**Note:**

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

## **100 Information on unplanned interruptions**

- (1) The distributor:
  - (a) must make available to the retailer all information regarding *unplanned interruptions* due to faults or emergencies that the distributor is required to make available to a customer under rule 91; and
  - (b) must do so within the same time period as the information is required to be made available by the distributor to the customer.
- (2) The information made available by the distributor under subrule (1) is not required to distinguish between faults or emergencies affecting customers of the retailer and faults or emergencies affecting customers of other retailers.
- (3) If a customer contacts a retailer by telephone about a fault or emergency, the retailer must refer the customer to the distributor's fault enquiries or emergency telephone number.

**Note:**

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

## **Division 4 Shared customer enquiries and complaints**

### **101 Enquiries or complaints relating to the retailer**

- (1) If a shared customer makes an enquiry or complaint to the distributor about an issue relating to the sale of energy, the distributor must:
  - (a) if the enquiry or complaint is made by telephone—refer the customer to the retailer's enquiry or complaint telephone number where practicable; or

- (b) otherwise, as soon as practicable, but no later than the next business day after receiving the enquiry or complaint, provide the retailer with the details of the enquiry or the complaint, including contact details of both the customer making the enquiry or complaint and the person who received the enquiry or complaint.
- (2) The retailer must respond to an enquiry expeditiously.
- (3) The retailer must resolve a complaint expeditiously and in accordance with its standard complaints and dispute resolution procedures.
- (4) The distributor must provide to the retailer on request copies of any documents or written records (including in electronic format) relating to an enquiry or complaint and provide any other assistance reasonably requested by the retailer for the purpose of responding to an enquiry or resolving a complaint.

## **102 Enquiries or complaints relating to the distributor**

- (1) If a person makes an enquiry or complaint to a retailer about an issue relating to a distribution system or customer connection services (other than a fault, an emergency, a *planned interruption* or an *unplanned interruption*), the retailer must:
  - (a) if the enquiry or complaint is made by telephone—refer the person to the relevant distributor’s enquiry or complaints telephone number where practicable; or
  - (b) otherwise, as soon as practicable, but no later than the next business day after receiving the enquiry or complaint, provide the relevant distributor with the details of the enquiry or the complaint, including contact details of both the person making the enquiry or complaint and the person who received the enquiry or complaint.
- (2) If a retailer requests a distributor to provide information about a shared customer’s energy consumption, the distributor must use its best endeavours to provide the information to the retailer at no cost and in a timely manner to allow the retailer to carry out its obligations to provide information to its customer.
- (3) The distributor must respond to an enquiry expeditiously.
- (4) The distributor must resolve a complaint expeditiously and in accordance with its standard complaints and dispute resolution procedures.
- (5) The retailer must provide to the distributor on request copies of any documents or written records (including in electronic format) relating to an enquiry or complaint and provide any other assistance reasonably requested by the distributor for the purpose of responding to an enquiry or resolving a complaint.



## **Division 5            De-energisation and re-energisation of shared customer's premises**

### **103            De-energisation of premises by the distributor**

- (1) If the distributor is entitled under the energy laws to refuse a retailer's request to de-energise a customer's premises, the distributor must promptly notify the retailer of its reasons for doing so.
- (2) If the distributor is entitled under the energy laws to de-energise a customer's premises at the customer's request, the distributor must notify the retailer of the request as soon as practicable.

### **104            Notification of de-energisation**

If the distributor de-energises a customer's premises in accordance with the energy laws, the distributor must notify the retailer of the de-energisation, and the reason for the de-energisation, as soon as practicable, except where the de-energisation is as a result of the retailer's request.

### **105            Liability for ongoing charges**

- (1) If a distributor is required to de-energise a customer's premises within the timeframes for de-energisation in accordance with a distributor service standard, and the distributor fails to do so, the distributor must (unless the failure is due to an act or omission of the customer or retailer):
  - (a) waive any network charges applicable to the premises after the timeframes expire; and
  - (b) pay charges for energy consumed at the premises after the timeframes expire, if the retailer has used all reasonable endeavours to recover the charges from the customer and has been unable to do so.
- (2) If the retailer subsequently recovers from the customer all or any part of any amount that the distributor has waived or paid, the retailer must pay that recovered amount to the distributor.

### **106            Re-energisation**

If, in accordance with the energy laws, the retailer is required to arrange for the re-energisation of a customer's premises, the retailer and the distributor must deal with the request in accordance with those energy laws.

**Note:**

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

## Part 6 De-energisation (or disconnection) of premises—small customers

### Division 1 Preliminary

#### 107 Application of this Part

- (1) This Part (except for rules 119 and 120 (1) (a), (2) and (3)) applies to small customers only, and references to a customer are to be construed accordingly.
- (2) A retailer must not arrange de-energisation of a customer's premises except in accordance with Division 2.

**Note:**

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

- (3) A distributor must not de-energise a customer's premises except in accordance with Division 3.

**Note:**

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

- (4) This Part does not apply to *interruptions* under Division 6 of Part 4.

#### 108 Definitions

In this Part:

**disconnection warning period** means the period that starts on the date of issue of a *disconnection warning notice* under rule 110, which must be no earlier than the next business day after the end of the *reminder notice* period, and ends no earlier than 6 business days from the date of issue of the *disconnection warning notice*;

**extreme weather event** means an event declared by a local instrument as an extreme weather event in the jurisdiction in which the customer's premises are located;

**protected period** means:

- (a) a business day before 8am or after 3pm; or
- (b) a Friday or the day before a public holiday; or
- (c) a weekend or a public holiday; or
- (d) the days between 20 December and 31 December (both inclusive) in any year;

**public holiday**, in relation to a customer, means a day that is observed as a local public holiday in the area in which the customer's premises are located (including the whole of the State or Territory in which the area is located);

**reminder notice period** means the period that starts on the date of issue of a *reminder notice* under rule 109, which must be no earlier than the next business day after the *pay-by date*, and ends no earlier than 6 business days from the date of issue of the *reminder notice*.

## **109 Reminder notices—retailers**

### **(1) Nature of reminder notices**

A *reminder notice* is a notice issued by a retailer after the *pay-by date* for a bill to remind the customer that payment is required.

### **(2) Particulars to be included in reminder notices**

A *reminder notice* must:

- (a) state the date of its issue; and
- (b) state the date on which the *reminder notice* period ends; and
- (c) state that payment of the bill must be made during the *reminder notice* period; and
- (d) include details of the retailer's telephone number for complaints and disputes.

## **110 Disconnection warning notices—retailers and distributors**

### **(1) Nature of disconnection warning notices**

A *disconnection warning notice* is a notice issued by a retailer or a distributor as applicable to warn a customer that the customer's premises will or may be de-energised.

### **(2) Particulars to be included in disconnection warning notices**

A *disconnection warning notice* must:

- (a) state the date of its issue; and
- (b) state the matter giving rise to the potential de-energisation of the customer's premises; and
- (c) where the notice has been issued for not paying a bill:
  - (i) state the date on which the disconnection warning period ends; and

- (ii) state that payment of the bill must be made during the disconnection warning period; and
- (d) for matters other than not paying a bill—allow a period of not fewer than 5 business days after the date of issue for the customer to rectify the matter before de-energisation will or may occur; and
- (e) inform the customer of applicable re-energisation procedures and (if applicable) that a charge will be imposed for re-energisation; and
- (f) include details of the existence and operation of the energy ombudsman, including contact details;
- (g) include details of the telephone number of the retailer and the distributor (as applicable).

## **Division 2            Retailer-initiated de-energisation of premises**

### **111            De-energisation for not paying bill**

- (1) A retailer may arrange de-energisation of a customer's premises if:
  - (a) the customer:
    - (i) has not paid a bill by the *pay-by date*; or
    - (ii) is on a payment plan with the retailer and has not adhered to the terms of the plan; and
  - (b) if the customer is a residential customer, the customer:
    - (i) has not paid a bill by the *pay-by date*; and
    - (ii) has not agreed to an offer to pay the bill by instalments or, having agreed to the offer, has failed to adhere to an instalment arrangement; and
  - (c) the retailer has given the customer a *reminder notice*; and
  - (d) the retailer has given the customer a *disconnection warning notice* after the expiry of the period referred to in the *reminder notice*; and
  - (e) the retailer has, after giving the *disconnection warning notice*, used its best endeavours to contact the customer, in connection with the failure to pay, or to agree to the offer or to adhere to the payment plan or instalment arrangement as referred to in paragraphs (a) (ii) and (b) (ii), in one of the following ways:
    - (i) in person;

- (ii) by telephone (in which case contact is, if the telephone is unanswered, taken to have occurred only if the customer acknowledges receipt of a message);
    - (iii) by facsimile or other electronic means (in which case contact is taken to have occurred only if the customer acknowledges receipt of the message); and
  - (f) the customer has refused or failed to take any reasonable action towards settling the debt.
- (2) Where a customer is a hardship customer or a residential customer who has informed the retailer in writing or by telephone that the customer is experiencing payment difficulties, a retailer must not arrange for de-energisation of the customer's premises under subrule (1), unless the retailer has offered the customer 2 payment plans in the previous 12 months and:
- (a) the customer has agreed to neither of them; or
  - (b) the customer has agreed to one but not the other of them but the plan to which the customer agreed has been cancelled due to non-payment by the customer; or
  - (c) the customer has agreed to both of them but the plans have been cancelled due to non-payment by the customer.
- (3) A retailer may arrange de-energisation of a customer's premises if:
- (a) the customer has, while on a shortened collection cycle, not paid a bill by the *pay-by date*; and
  - (b) the retailer has given the customer a *disconnection warning notice* after the *pay-by date*; and
  - (c) the retailer has, after giving the *disconnection warning notice*, used its best endeavours to contact the customer, in connection with the failure to pay, or to agree to the offer or to adhere to the payment plan or instalment arrangement as referred to in subrule (1) (a) (ii) and (b) (ii), in one of the following ways:
    - (i) in person;
    - (ii) by telephone (in which case contact is, if the telephone is unanswered, taken to have occurred only if the customer acknowledges receipt of a message);
    - (iii) by facsimile or other electronic means (in which case contact is taken to have occurred only if the customer acknowledges receipt of the message); and
  - (d) the customer has refused or failed to take any reasonable action towards settling the debt.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

**112 De-energisation for not paying security deposit**

- (1) A retailer may arrange for the de-energisation of a customer's premises if the customer has failed to pay a *security deposit* and if:

- (a) the retailer has given the customer a notice of its intention to do so; and
- (b) the retailer has given the customer a *disconnection warning notice* after the expiry of the period referred to in the notice of its intention (being not less than 5 business days after the notice of its intention was given).

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts (other than prepayment *meter* market retail contracts), but only to the extent (if any) a contract provides for payment of a *security deposit*.

**113 De-energisation for denying access to meter**

- (1) A retailer may arrange for de-energisation of a customer's premises if the customer has failed to allow, for 3 consecutive scheduled *meter* readings, access to the customer's premises to read a *meter* and if:

- (a) the retailer has given the customer an opportunity to offer reasonable alternative arrangements for access that are acceptable to the *responsible person*; and
- (b) the retailer has, on each of the occasions access was denied, arranged for the customer to be given a notice requesting access to the *meter* at the premises and advising of the retailer's ability to arrange for de-energisation; and
- (c) the retailer has used its best endeavours to contact the customer:
  - (i) in person; or
  - (ii) by telephone (in which case contact is, if the telephone is unanswered, taken to have occurred only if the customer acknowledges receipt of a message); or

- (iii) by facsimile or other electronic means (in which case contact is taken to have occurred only if the customer acknowledges receipt of the message); and
- (d) the retailer has given the customer a notice of its intention to arrange for de-energisation; and
- (e) the retailer has given the customer a *disconnection warning notice* after the expiry of the period referred to in the notice of its intention; and
- (f) the customer has not rectified the matter that gave rise to the right to arrange for de-energisation.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

## 114 **De-energisation for illegally using energy**

- (1) A retailer may make immediate arrangements for de-energisation of a customer's premises if there has been:
  - (a) fraudulent acquisition of energy at those premises; or
  - (b) intentional consumption of energy at those premises otherwise than in accordance with the energy laws.
- (2) No *disconnection warning notice* or other notice is required for de-energisation under this rule.
- (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.

## 115 **De-energisation for non-notification by move-in or carry-over customers**

- (1) The financially responsible retailer for a move-in customer's or carry-over customer's premises may arrange for the de-energisation of the premises if the customer refuses or fails to comply with the requirements of section 54 (6) of *the Law*.

- (2) A financially responsible retailer must not arrange for de-energisation under this rule unless:
  - (a) the retailer has given the customer a notice of its intention to do so; and
  - (b) the retailer has given the customer a *disconnection warning notice* after the expiry of the period referred to in the notice of its intention, not being less than 5 business days after the notice of its intention was given.
- (3) The financially responsible retailer may commence de-energisation procedures even if the retailer is unable to ascertain the name or other particulars of the person consuming energy at the premises.

## **116 When retailer must not arrange de-energisation**

### **(1) Restrictions on de-energisation**

Despite any other provisions of this Division but subject to subrules (2), (3) and (4), a retailer must not arrange for the de-energisation of a customer's premises to occur:

- (a) where the premises are registered under Part 7 as having *life support equipment*; or
- (b) where the customer has made a complaint, directly related to the reason for the proposed de-energisation, to the retailer under the retailer's standard complaints and dispute resolution procedures, and the complaint remains unresolved; or
- (c) where the customer has made a complaint, directly related to the reason for the proposed de-energisation, to the energy ombudsman, and the complaint remains unresolved; or
- (d) where the customer is a hardship customer or residential customer and is adhering to a payment plan under rule 33 or 72; or
- (e) where the customer informs the retailer, or the retailer is otherwise aware, that the customer has formally applied for assistance to an organisation responsible for a rebate, concession or relief available under any government funded energy charge rebate, concession or relief scheme and a decision on the application has not been made; or
- (f) on the ground that the customer has failed to pay an amount on a bill that relates to goods and services other than for the sale of energy; or
- (g) for non-payment of a bill where the amount outstanding is less than an amount approved by the AER and the customer has agreed with the retailer to repay that amount; or
- (h) where the customer's premises are to be de-energised under rule 111—during an extreme weather event; or



(i) during a protected period.

(2) **Restrictions not applying for non-access to meter**

The restrictions in subrule (1) (d), (e) and (f) do not apply if the reason for de-energisation was failure to provide access to a *meter*.

(3) **Non-application of restrictions where de-energisation requested by customer**

The restrictions in subrule (1) do not apply if the customer has requested de-energisation.

(4) **Non-application of restrictions where illegal use of energy**

Apart from the restriction in subrule (1) (a) relating to *life support equipment*, the restrictions in subrule (1) do not apply in relation to de-energisation of a customer's premises for:

- (a) the fraudulent acquisition of energy at those premises; or
- (b) the intentional consumption of energy at those premises otherwise than in accordance with the energy laws.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

## 117 **Timing of de-energisation where dual fuel contract**

(1) **Definition**

In this rule:

**dual fuel 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 between the same small customer and the same retailer, one for the sale of electricity and the other for the sale of gas, by the retailer to the customer, under which a single bill is issued.

(2) **Application of this rule**

This rule applies where a retailer and a customer have entered into a dual fuel contract for the customer's premises and the retailer has the right to arrange for de-energisation of the premises under this Division.

(3) **De-energisation of gas supply**

Despite any other provision of this Division, the retailer may exercise the right to arrange for de-energisation of the customer's gas supply in accordance with timing determined under the dual fuel contract.

(4) **De-energisation of electricity supply**

The retailer may exercise the right to arrange for de-energisation of the customer's electricity supply in accordance with timing determined under the dual fuel contract but no earlier than 15 business days after the date of the de-energisation of the customer's gas supply under subrule (3).

(5) **Restrictions on de-energisation not affected**

Nothing in this rule affects the operation of rule 116.

**118 Request for de-energisation**

- (1) If a customer requests the retailer to arrange for de-energisation of the customer's premises, the retailer must use its best endeavours to arrange for:
- (a) de-energisation in accordance with the customer's request; and
  - (b) a *meter* reading; and
  - (c) if applicable, the preparation and issue of a final bill for the premises.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

**Division 3 Distributor de-energisation of premises**

**119 Grounds for de-energisation**

(1) **Grounds**

A distributor may de-energise a customer's premises if:

- (a) the customer's retailer informs the distributor that it has a right to arrange for de-energisation under its contract with the customer and requests the distributor to de-energise the premises; or
- (b) the customer is in breach of subrule (2); or
- (c) the customer fails to pay charges payable by the customer to the distributor under a customer connection contract; or
- (d) the customer has provided false information to the distributor or the customer's retailer, in circumstances where the customer would not have been entitled to have the premises energised if the false information had not been provided; or
- (e) the customer does not provide and maintain space, equipment, facilities or anything else the customer must provide for the customer connection services in accordance with the customer connection contract or any requirement under the energy laws; or
- (f) the customer does not provide the distributor or its representatives safe access in accordance with the customer connection contract or any requirement under the energy laws; or
- (g) there are health and safety reasons warranting de-energisation; or
- (h) there is an emergency warranting de-energisation; or
- (i) the distributor is required to do so at the direction of a *relevant authority*; or
- (j) the distributor is otherwise entitled under the energy laws to de-energise the premises.

**(2) Grounds involving illegal use or interference**

A customer is in breach of this subrule if the customer does any of the following or does not take reasonable steps to ensure others do not do any of the following:

- (a) fraudulently acquires or allows the fraudulent acquisition of energy at or in connection with the premises in contravention of jurisdictional energy legislation;
- (b) uses or allows the use of energy supplied to the premises or any energy equipment at the premises 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;
- (c) uses or allows the use of customer connection services provided by the distributor at the premises otherwise than as permitted by law or the customer connection contract;

- (d) interferes or allows interference with any of the distributor's equipment that is at the premises otherwise than as may be permitted by law;
- (e) tampers or allows tampering with any *meters* or associated equipment at the premises.

(3) **Disconnection warning notice required in certain circumstances**

A distributor may de-energise the premises of a customer pursuant to subrule (1) (c), (d), (e) or (f) only if:

- (a) the distributor has given the customer a *disconnection warning notice*; and
- (b) the customer has not rectified the matter that gave rise to the right to de-energise the premises.

## 120 When distributor must not de-energise premises

(1) **Restrictions on de-energisation**

Despite any other provisions of this Division but subject to subrules (2), (3) and (4), a distributor must not de-energise a customer's premises:

- (a) where the premises are registered under Part 7 as having *life support equipment*; or
- (b) where the customer has made a complaint, directly related to the reason for the proposed de-energisation, to the distributor under the distributor's standard complaints and dispute resolution procedures, and the complaint remains unresolved; or
- (c) where the customer has made a complaint, directly related to the reason for the proposed de-energisation, to the energy ombudsman and the complaint remains unresolved; or
- (d) where the customer's premises are to be de-energised under rule 111—during an extreme weather event; or
- (e) during a protected period.

(2) **Non-application of restrictions where de-energisation requested by customer**

The restrictions in subrule (1) do not apply if the customer has requested de-energisation.

(3) **Non-application of restrictions where emergency, health or safety issues, emergency or de-energisation direction**

The restrictions in subrule (1) do not apply if:

- (a) there are health or safety reasons warranting de-energisation (as referred to in rule 119 (1) (g)); or
- (b) there is an emergency warranting de-energisation (as referred to in rule 119 (1) (h)); or
- (c) the distributor is required to de-energise the premises at the direction of a *relevant authority* (as referred to in rule 119 (1) (i)).

**(4) Non-application of restrictions where illegal use or interference**

Apart from the restriction in subrule (1) (a) relating to *life support equipment*, the restrictions in subrule (1) do not apply in relation to de-energisation of a customer's premises where the customer is in breach of rule 119 (2).

## **Division 4 Re-energisation of premises**

### **121 Obligation on retailer to arrange re-energisation of premises**

- (1) Where a retailer has arranged for the de-energisation of a small customer's premises and the customer has within 10 business days of the de-energisation:
  - (a) if relevant, rectified the matter that led to the de-energisation or made arrangements to the satisfaction of the retailer; and
  - (b) made a request for re-energisation; and
  - (c) paid any charge for re-energisation;

the retailer must, in accordance with any requirements under the energy laws, initiate a request to the distributor for re-energisation of the premises.

**Note:**

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

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

### **122 Obligation on distributor to re-energise premises**

- (1) **Re-energisation where de-energisation was retailer-initiated**

Where:

- (a) a distributor has de-energised a small customer's premises at the request of a retailer; and
- (b) the retailer has initiated a request to the distributor for re-energisation of the premises,

the distributor must, in accordance with the distributor service standards, re-energise the premises.

**(2) Re-energisation where de-energisation was not retailer-initiated**

Where a distributor has de-energised a small customer's premises otherwise than at the request of a retailer and the customer has within 10 business days of the de-energisation:

- (a) if relevant, rectified the matter that led to the de-energisation; and
- (b) made a request for re-energisation; and
- (c) paid any charge for re-energisation,

the distributor must, in accordance with the distributor service standards, re-energise the premises.

**Note:**

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

## Part 7 Life support equipment

### 123 Application of this Part

This Part applies in relation to a customer who is a party to a contract with a retailer for the sale of energy, and prevails to the extent of any inconsistency with Part 6 except in the case of an emergency warranting de-energisation of the premises of a customer referred to in rule 119.

### 124 Retailer obligations

#### (1) Life support equipment

Where a customer provides a retailer with confirmation from a registered medical practitioner that a person residing at the customer's premises requires *life support equipment*, the retailer must:

- (a) register the premises as having *life support equipment*; and
- (b) advise the distributor that a person residing at the premises requires *life support equipment*; and
- (c) give the distributor relevant information about the premises for the purposes of updating the distributor's distribution records and registers; and
- (d) not arrange for the de-energisation of the premises while the person continues to reside at the premises and requires *life support equipment*; and
- (e) give the customer an emergency telephone contact number for the distributor (the charge for which is no more than the cost of a local call).

**Note:**

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

#### (2) Cessation of requirement for life support equipment

Where a customer whose premises have been registered under this rule advises the retailer that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*, the retailer must inform the distributor as soon as possible of the advice received from the customer.

**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.

**125 Distributor obligations**

(1) **Application of this rule**

This rule applies where:

- (a) a retailer advises a distributor; or
- (b) a customer provides a distributor with confirmation from a registered medical practitioner,

that a person residing at the customer's premises requires *life support equipment*.

(2) **Life support equipment**

The distributor must:

- (a) register the premises as having *life support equipment*; and
- (b) except in the case of an *interruption* under Division 6 of Part 4, not de-energise the premises while the person continues to reside at the premises and requires the use of the *life support equipment*; and
- (c) at the time of registering the premises as having life support, give the customer:
  - (i) general advice that there may be a planned or *unplanned interruption* to the supply at the address; and
  - (ii) information to assist the customer to prepare a plan of action in case of an *unplanned interruption*; and
  - (iii) an emergency telephone contact number for the distributor (the charge for which is no more than the cost of a local call); and
- (d) in the case of an *interruption* under Division 6 of Part 4, give the customer at least 4 business days written notice of any *planned interruptions* to supply at the premises (the 4 business days to be counted from, but not including, the date of receipt of the notice).

**Note:**

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



## **126 Registration details kept by distributor**

- (1) A distributor must ensure that registration details under rule 125 are kept up to date, including relevant details of any advice or information received from a retailer or customer that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*.

**Note:**

This subrule is a civil penalty provision for the purposes of *the Law*.

- (2) A distributor may request a customer whose premises have been registered under rule 124 or 125 to inform the distributor if the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*.

## Part 8 Prepayment meter systems

### 127 Definitions

In this Part:

**additional required information** means the information referred to in rule 128 (2), being information that is additional to that required to be disclosed under Division 10 of Part 2;

**installation** of a standard *meter* to replace a prepayment *meter* system includes the conversion of the prepayment *meter* system to a standard operating mode so that the prepayment *meter* system operates as a standard *meter*;

**removal** of a prepayment *meter* system includes rendering the system non-operational;

**self-disconnection** means an *interruption* to the supply of energy because a prepayment *meter* system has no credit (including emergency credit) available;

**standard meter**, in relation to a particular small customer, means a *metering* installation of the type that would ordinarily be installed at the premises of the customer in accordance with energy laws;

**trial period** means the trial period referred to in rule 130.

### 128 Disclosure requirements at energy marketing stage

- (1) Before the formation of a prepayment *meter* market retail contract between a retailer and a small customer, the retailer must provide the additional required information to the customer in relation to the contract.

**Note:**

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

- (2) The additional required information that the retailer is to provide to a small customer is information in relation to the following:
  - (a) the methods by which the customer can make payments to the prepayment *meter* system account and the locations of payment centres or recharge facilities (if relevant);
  - (b) the amount of emergency credit to be provided in the prepayment *meter* system;
  - (c) details of the trial period at or before the expiry of which the customer may withdraw from the contract;

- (d) the method by which the customer may receive any rebate, concession or relief available under any government funded energy charge rebate, concession or relief scheme;
  - (e) dispute resolution options available to small customers.
- (3) The additional required information may be provided in writing, electronically or verbally.
- (4) This rule does not affect and is additional to any information required to be provided under Division 10 of Part 2.

## 129 System requirements

### (1) System requirements

A retailer who sells or proposes to sell energy under a prepayment *meter* market retail contract must ensure that the prepayment *meter* system meets the requirements of this rule.

**Note:**

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

### (2) System display

The prepayment *meter* system must display:

- (a) the financial balance of the prepayment *meter* system, accurate to within \$1.00 of the actual balance; and
- (b) whether the prepayment *meter* system is operating in normal credit or emergency credit mode; and
- (c) current consumption information (in both KWh or MJ and \$AUD).

### (3) Self-disconnection times

The prepayment *meter* system must not disconnect supply to the small customer as a result of a self-disconnection, otherwise than between the hours of 10am and 3pm on a week day.

### (4) Recommencement of supply

Where supply to the small customer has been *interrupted* through self-disconnection, the prepayment *meter* system must be capable of recommencing supply as soon as information is communicated to the system that a payment to the prepayment *meter* system account has been made which exceeds the amount of emergency credit.

(5) **Reporting of self-disconnection**

The system must be capable of identifying to the retailer every instance of self-disconnection and the duration of that self-disconnection.

(6) **Emergency credit**

The prepayment *meter* system must provide an amount of emergency credit not less than:

- (a) a level equivalent to the average cost of 3 days of electricity or gas supply (as applicable) to within \$1.00; or
- (b) such other amount as is approved by the AER from time to time in accordance with the requirements (if any) of these Rules.

(7) **Methodology of average costing**

A retailer must:

- (a) provide the AER with a statement of its methodology for determining the average cost of energy supply within 10 days of being required to do so by notice from the AER; and
- (b) if the AER does not approve that methodology—change it within a specified period of being required to do so by notice from the AER in accordance with changes reasonably required by the AER and specified in the notice.

(8) **Rebate, concession or relief schemes**

The prepayment *meter* system must have the technical capacity to deliver to the small customer the benefit of any government funded energy charge rebate, concession or relief scheme to which the customer is entitled.

**130 Trial period**

- (1) A small customer who enters a prepayment *meter* market retail contract with a retailer has the right to withdraw from the contract at or before the end of the trial period with no penalty, exit or termination charges or *meter* removal or conversion charges.
- (2) The trial period is:
  - (a) a period of 3 months, unless paragraph (b) applies; or
  - (b) a longer period specified in the prepayment *meter* market retail contract, commencing on the date the contract is formed.
- (3) Where the small customer exercises the right of withdrawal under this rule, the retailer must, at no cost to the customer:

- (a) make immediate arrangements for:
  - (i) the removal of the prepayment *meter* system; and
  - (ii) the installation of a standard *meter*; and
- (b) provide information about and a general description of the customer retail contract options available to the customer.

**Note:**

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

- (4) The retailer must send a notice to the small customer not more than 20 business days and not less than 10 business days before the expiry of the trial period advising the customer of the date of the expiry of the trial period and the options available to the customer.

**Note:**

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

- (5) Withdrawal from a prepayment *meter* market retail contract operates as a rescission of the contract.

- (6) **Application of this rule to prepayment meter market retail contracts**

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

## 131 Operating instructions to be provided

- (1) A retailer must, at no charge, provide the following information on the use of the prepayment *meter* system to a small customer who enters into a prepayment *meter* market retail contract:
  - (a) instructions on how to operate the prepayment *meter* system that are:
    - (i) expressed in clear, simple and concise language; and
    - (ii) in a format that makes it easy for a person not familiar with the operation of a prepayment *meter* system to understand;
  - (b) instructions on how to access the emergency credit facility of the prepayment *meter* system;
  - (c) instructions on how to obtain a refund of remaining credit when the prepayment *meter* market retail contract is terminated;
  - (d) instructions on how and where payments to the prepayment *meter* system account can be made;

- (e) the retailer's telephone number or numbers for complaints, enquiries and emergencies (the cost for which is no more than the cost of making a local call).

**Note:**

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

- (2) If requested by the small customer, the retailer must use its best endeavours to provide the operating instructions in a language other than English requested by the customer.

## **132 Consumption information to be provided**

- (1) On request, a retailer must promptly provide a small customer with the following information:
  - (a) total energy consumption;
  - (b) average daily consumption;
  - (c) average daily cost of consumption,

for the previous 2 years or since the commencement of the prepayment *meter* market retail contract (which ever is the shorter) divided into quarterly segments.

**Note:**

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

- (2) Information provided to the small customer under subrule (1) for the previous 2 years must be provided without charge, but information requested for an earlier period or more than once in any 12 month period may be provided subject to a reasonable charge.

- (3) **Application of this rule to prepayment meter market retail contracts**

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

## **133 Limitation on recovery of debt**

- (1) Where a small customer owes a debt to a retailer, other than of a kind referred to in rule 137 or 138, the retailer must not recover any repayments of the debt under a prepayment *meter* market retail contract or under any other contract or agreement that adjusts the charges in the prepayment *meter* system to recover the amount of the debt.

**Note:**

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

(2) **Application of this rule to prepayment meter market retail contracts**

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

**134 Credit retrieval**

- (1) A prepayment *meter* market retail contract must explain how a small customer can obtain a refund of any credit remaining in the prepayment *meter* system account when the prepayment *meter* market retail contract is terminated or otherwise ends.

(2) **Application of this rule to prepayment meter market retail contracts**

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

**135 System testing**

- (1) Where a small customer with a prepayment *meter* market retail contract requests the retailer that the whole or part of the prepayment *meter* system be checked or tested, the retailer must make immediate arrangements for one or more of the following:
- (a) a check of the *metering data*;
  - (b) a check or test of the prepayment *meter* system;
  - (c) a check or test by the *responsible person* for the *meter* installation at the small customer's premises.

**Note:**

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

- (2) The small customer must pay the retailer in advance the retailer's (and, where appropriate, the *responsible person's*) reasonable charge for any checks or tests undertaken pursuant to subrule (1).
- (3) If a prepayment *meter* system is found to be inaccurate or not operating correctly following a check or test undertaken pursuant to subrule (1), the retailer must:
- (a) correct any overcharging or undercharging in accordance with rules 136 and 137; and
  - (b) refund any fee paid in advance under subrule (2); and

- (c) make immediate arrangements to replace or repair the prepayment *meter* system; and
- (d) advise the small customer of the existence of its dispute resolution processes.

**Note:**

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

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

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

## 136 Overcharging

- (1) This rule applies where a small customer with a prepayment *meter* market retail contract has been overcharged as a result of:
  - (a) an act or omission of the retailer or distributor; or
  - (b) without limitation, a fault in or incorrect operation of a prepayment *meter* system found following a check or test under rule 135.
- (2) The retailer must:
  - (a) inform the customer of that overcharging within 10 business days of the retailer becoming aware of that overcharging; and
  - (b) ask the customer for instructions as to whether the amount should be:
    - (i) repaid to the small customer; or
    - (ii) added to the balance of the prepayment *meter* system account.

**Note:**

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

- (3) Where the retailer asks for instructions from a small customer under subrule (2) and no instructions are provided by the customer within 20 business days, the retailer must add to the balance of the prepayment *meter* system account the amount overcharged to the customer.

**Note:**

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



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

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

**137 Undercharging**

- (1) This rule applies where a small customer with a prepayment *meter* market retail contract has been undercharged as a result of:
- (a) an act or omission of the retailer or distributor; or
  - (b) without limitation, a fault in or incorrect operation of a prepayment *meter* system found following a check or test under rule 135.
- (2) The retailer must inform the small customer within 10 business days of becoming aware of that undercharging and at that time indicate the amount undercharged and whether or not it proposes to recover from the small customer the amount undercharged.

**Note:**

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

- (3) Where a retailer proposes to recover from a small customer an amount undercharged as a result of a retailer's or distributor's error, the retailer must:
- (a) limit the amount to be recovered to the amount undercharged in the 9 months before informing the customer of the undercharging; and
  - (b) provide details and an explanation of the amount to be recovered; and
  - (c) not charge the customer any interest on the amount; and
  - (d) offer the customer time to pay the amount undercharged, by agreed instalments or by an agreed adjustment to the charges in the prepayment *meter* system, over:
    - (i) if the undercharging occurred over a period of less than 12 months—a period nominated by the customer, being no longer than the period during which the undercharging occurred; or
    - (ii) in any other case—a period of 12 months.

**Note:**

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

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

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

**138 Illegal energy use**

- (1) Despite rule 137, if a retailer has undercharged or not charged a small customer as a result of the customer's fraud or intentional consumption of energy otherwise than in accordance with the energy laws, the retailer may estimate the consumption for which the customer has not paid and either:

- (a) bill the customer for all of the unpaid amount; or
- (b) make an agreed adjustment to the charges in the prepayment *meter* system to recover the unpaid amount.

(2) **Application of this rule to prepayment meter market retail contracts**

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

**139 Life support equipment**

- (1) A small customer with a prepayment *meter* market retail contract must inform the retailer if a person residing at the customer's premises has or requires *life support equipment*.
- (2) The retailer must, as soon as practicable after being so informed, advise the small customer of the retailer's obligations under section 59 of *the Law*.

**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 prepayment meter market retail contracts**

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

**140 Customer enquiries and complaints**

A retailer must, before commencing to sell energy to small customers under prepayment *meter* market retail contracts, establish and maintain an enquiry, complaints and emergency 24 hour telephone service (the cost for which is no more than the cost of making a local call) to provide information, advice and assistance about the operation of the retailer's prepayment *meter* system.

**Note:**

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

## **141 Payment difficulties and hardship**

### **(1) Identification by retailer's management system of self-disconnection**

A retailer offering or selling energy under prepayment *meter* market retail contracts must ensure that the retailer's management system is capable of identifying to the retailer every instance of a small customer's self-disconnection and the duration of that self-disconnection.

### **(2) Dealing with payment difficulties**

If:

- (a) a small customer with a prepayment *meter* market retail contract informs the retailer in writing or by telephone that the customer is experiencing payment difficulties; or
- (b) the retailer's management system identifies to the retailer that a small customer has self-disconnected 3 or more times in any 3 month period for longer than 240 minutes on each occasion,

the retailer must contact the customer as soon as is reasonably practicable:

- (c) to offer to make immediate arrangements for:
  - (i) the removal of the customer's prepayment *meter* system; and
  - (ii) the installation of a standard *meter*,  
at no cost to the small customer; and
- (d) to provide information about, and a general description of, the customer retail contract options available to the customer, and
- (e) to provide information about and referral to any government funded energy charge rebate, concession or relief scheme; and
- (f) to provide information about its customer hardship policy; and
- (g) to provide information about available financial counselling services.

### **(3) Records relating to customers with payment difficulties**

The retailer must maintain verifiable records, in relation to small customers facing payment difficulties with prepayment *meter* systems, sufficient to allow the retailer to answer any enquiries by the AER (for example, as part of the AER's

performance reporting function against hardship program indicators) or the relevant energy ombudsman.

**Note:**

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

## **142 Payment towards prepayment meter system account**

### **(1) Recharge facilities, times and locations**

A retailer selling energy under a prepayment *meter* market retail contract must ensure that facilities are in place for the small customer to make payments in relation to the prepayment *meter* system account by at least one of the following methods:

- (a) by cash, at a minimum of 2 locations that are readily accessible to the customer, one of which is open between 9am and 5pm on any day of the week, including Saturdays, Sundays and public holidays (excluding Christmas Day);
- (b) by a 24 hour, 7 days a week telephone service, using credit card, debit card, electronic funds transfer or any other telephone payment method acceptable to the retailer and agreed to by the customer;
- (c) by a 24 hour, 7 days a week electronic or other payment method acceptable to the retailer and agreed to by the customer.

### **(2) Minimum payment**

The retailer must ensure the minimum amount that the small customer can pay in relation to the prepayment *meter* system account is an amount between \$1.00 and \$10.00 (both inclusive).

**Note:**

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

## **143 Tariffs and charges**

- (1) This rule sets out minimum requirements that are to apply in relation to the terms and conditions of prepayment *meter* market retail contracts.
- (2) A retailer must set out in a prepayment *meter* market retail contract with a small customer all tariffs and charges payable by the customer.
- (3) The retailer must give notice of any variation to the tariffs and charges that affect the customer by:
  - (a) either:

- (i) giving notice to the customer; or
  - (ii) publishing the notice of a variation on the retailer's website and providing separate notice to be displayed clearly at each location where payments to the prepayment *meter* account can be made, and doing so in sufficient numbers such that all customers are able to secure a copy; and
- (b) where a local instrument so requires, publishing a notice about the variation in a newspaper circulating in the participating jurisdiction in which the retailer has affected customers, notifying customers that:
  - (i) there has been a variation; and
  - (ii) the variation is published on the retailer's website,in accordance with the local instrument.
- (4) The notice must be given as soon as practicable, and in any event no later than the date on which the variation takes effect.
- (5) The retailer must set out in the prepayment *meter* market retail contract the obligations with regard to notice that the retailer must comply with where the tariffs and charges are to be varied.

## **144 Billing for other goods and services**

- (1) If a retailer provides goods and services otherwise than for the sale and supply of energy for a small customer with a prepayment *meter* market retail contract, the retailer:
  - (a) must bill the customer for those goods and services separately; and
  - (b) must not recover any payment for those goods and services under the prepayment *meter* market retail contract or under any other contract or agreement that adjusts the charges in the prepayment *meter* system to recover the amount.

### **Note:**

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

## **(2) Application of this rule to prepayment meter market retail contracts**

This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a prepayment *meter* market retail contract.

## **145 Customer termination of contract or request for removal**

### **(1) Retailer's obligations**

If a small customer who is a party to a prepayment *meter* market retail contract terminates the prepayment *meter* market retail contract or requests the removal of the prepayment *meter* system, otherwise than in accordance with rule 130, the retailer must make immediate arrangements for:

- (a) the removal of the prepayment *meter* system; and
- (b) the installation of a standard *meter* to replace the prepayment *meter* system; and
- (c) the provision of information about, and a general description of, the customer retail contract options available to the customer.

#### **Note:**

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

### **(2) Recovery of charges**

The retailer may recover fair and reasonable termination charges and *meter* removal charges (including, where applicable, conversion charges) from a small customer who was a party to a prepayment *meter* market retail contract if:

- (a) the contract states a date on which the contract will end; and
- (b) the retailer is permitted to do so by the prepayment *meter* market retail contract; and
- (c) the termination occurs or the request for removal is made after the trial period has elapsed.

### **(3) Exceptions for charges in certain circumstances**

Subrule (2) does not apply where the termination of the prepayment *meter* market retail contract or removal of the prepayment *meter* system:

- (a) occurs where a small customer has informed the retailer that a person residing at the premises concerned has or requires *life support equipment*; or
- (b) occurs pursuant to an offer made by the retailer under rule 141 (2) (c) to a small customer who is experiencing payment difficulties.

## **146 Different retailer**

- (1) A retailer who has or had a prepayment *meter* market retail contract with a small customer in respect of premises where a prepayment *meter* system is installed must, if requested to do so by another retailer who has entered into a customer

retail contract with the customer in respect of the premises at which the prepayment *meter* system is installed, make immediate arrangements for:

- (a) the removal of the prepayment *meter* system at no cost to the other retailer; and
- (b) the installation of a standard *meter* at no cost to the other retailer.

**Note:**

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

- (2) A retailer may recover from a small customer who was a party to a prepayment *meter* market retail contract, the fair and reasonable costs incurred pursuant to subrule (1) (a) and (b), if permitted to do so by the prepayment *meter* market retail contract and if the termination occurs after the trial period has elapsed.

## **147 Deemed customer retail arrangements**

### **(1) Application of this rule to move-in and carry-over customers**

This rule applies to a move-in customer or carry-over customer where the premises concerned are supplied with energy using a prepayment *meter* system.

### **(2) Other provisions not affected**

The provisions of this rule are additional to the provisions of Division 8 of Part 2 relating to deemed customer retail arrangements.

### **(3) Terms and conditions to be read as applying to prepayment meter systems**

The terms and conditions of the deemed customer retail arrangement between the customer and the financially responsible retailer are, to the extent that they are the terms and conditions of the retailer's standard retail contract, taken to be appropriately modified to take account of differences that arise with the use of prepayment *meter* systems.

### **(4) Supplementary terms and conditions**

The terms and conditions of the deemed customer retail arrangement between the customer and the financially responsible retailer are supplemented by the following subrules, which are, to the necessary extent, taken to modify the terms and conditions of the arrangement.

### **(5) Fees, charges and costs**

The retailer must not charge the customer any fees, charges or other costs (other than the standing offer price and a fair and reasonable deposit for the use of a smart card or other similar technology if required to access the prepayment *meter* system) for using the prepayment *meter* system.

**Note:**

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

**(6) Removal and replacement of prepayment meter system on request**

The retailer must, if requested by the customer to do so, make immediate arrangements for:

- (a) the removal of the prepayment *meter* system at no cost to the customer; and
- (b) the installation of a standard *meter* at no cost to the customer.

**Note:**

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

**(7) Notice requirements**

The retailer must give the customer the following information:

- (a) information on the terms and conditions of the deemed customer retail arrangements;
- (b) information as to how to operate the prepayment *meter* system and the location of recharge facilities (if relevant);
- (c) information about the ability of the customer to request that the retailer make immediate arrangements for:
  - (i) the removal of the prepayment *meter* system at no cost to the customer; and
  - (ii) the installation of a standard *meter* at no cost to the customer;
- (d) information about the existence and a general description of the retailer's prepayment *meter* market retail contracts, market retail contracts (if any), and if the retailer is the designated retailer in relation to those premises, the retailer's standard retail contract and standing offer prices;
- (e) information as to whether or not the retailer proposes to offer the customer a contract of the kind referred to in paragraph (d);
- (f) information about the ability of the customer to choose a retailer for the purchase of energy;
- (g) information about the retailer's customer hardship policy;
- (h) information about available financial counselling services.



**Note:**

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

## Part 9 Exempt selling regime

### Division 1 Preliminary

#### 148 Definitions

In this Part:

**exempt customer** means a person to whom an exempt seller sells energy and who would be a retail customer of the seller if the seller were a retailer;

**exemption** means an exemption from the requirement to hold a retailer authorisation;

**retail customer** means a person who is a customer of a retailer.

### Division 2 AER power to exempt

#### 149 Individual exemptions

- (1) The AER may decide to grant an individual exemption to a particular person.
- (2) An individual exemption comes into force from the date on which the instrument of exemption is issued by the AER under rule 162 (2).

#### 150 Deemed exemptions

- (1) The AER may, in accordance with the retail consultation procedure, determine a class of persons in respect of whom a deemed exemption is taken to be in force.
- (2) A deemed exemption comes into force from the date the determination is made, or on the date specified in the determination, by the AER specifying the class of exempted persons.
- (3) The AER may from time to time amend determinations under this rule in accordance with the retail consultation procedure.

#### 151 Registrable exemptions and registered exemptions

- (1) The AER may, in accordance with the retail consultation procedure, determine a class of persons in respect of whom an exemption (a **registrable exemption**) is registrable.
- (2) A registrable exemption becomes a registered exemption in respect of a particular person when the person is registered as such on the Public Register of Authorised Retailers and Exempt Sellers.

- (3) A registered exemption comes into force from the date the person who is subject to the exemption is registered as such on the Public Register of Authorised Retailers and Exempt Sellers.
- (4) The AER may from time to time amend determinations under this rule in accordance with the retail consultation procedure.

## **152 Conditions generally**

- (1) The AER may impose conditions in relation to the sale of energy by an exempt seller or class of exempt sellers to exempt customers.
- (2) Conditions may be imposed:
  - (a) in respect of individual exemptions—under rule 158; and
  - (b) in respect of deemed exemptions and registered exemptions—under rule 153.
- (3) Without limitation, a condition may require an exempt seller or class of exempt sellers to abide by specified obligations derived from energy laws and applicable to retailers, with any modifications specified in the condition, as if:
  - (a) an exempt seller were a retailer; and
  - (b) the exempt customers of an exempt seller were retail customers of a retailer.
- (4) Where the AER determines that it is appropriate to impose a condition in relation to prices to be charged to exempt customers at residential premises by an exempt seller, the AER must ensure that those customers are charged no more than the standing offer price of the local area retailer.
- (5) The AER may impose conditions on exempt sellers for or with respect to installing, maintaining and reading of *meters* of exempt customers in accordance with jurisdictional energy legislation.

## **153 Conditions for deemed exemptions and registered exemptions**

### **(1) Conditions**

If the AER makes a determination under rule 150 for a class of deemed exemptions or under rule 151 for a class of registrable exemptions, the AER may impose conditions in relation to the sale of energy by exempt sellers of that class to exempt customers by specifying the conditions as part of the determination.

### **(2) When conditions may be imposed**

Conditions may be imposed when the determination is first made or during the currency of the determination.

(3) **Variation or revocation of condition**

The AER may, by way of amendment of the determination, vary or revoke a condition.

(4) **Application of new or varied conditions**

Subject to the terms of the determination imposing or varying a condition:

- (a) a condition imposed during the currency of the determination applies to persons who already are exempt sellers under the determination (as well as to persons who afterwards become exempt sellers under the determination); and
- (b) a condition varied during the currency of the determination applies as varied to persons who already are exempt sellers under the determination (as well as to persons who afterwards become exempt sellers under the determination).

(5) **Application of revoked conditions**

Subject to the terms of the amending determination that revokes a condition, a revoked condition ceases to apply to persons who already are exempt sellers under the determination (as well as to persons who afterwards become exempt sellers under the determination).

## **Division 3            AER Exempt Selling Guidelines**

### **154            AER Exempt Selling Guidelines**

(1) **Application of this rule**

This rule applies to the AER Exempt Selling Guidelines referred to in section 118 of *the Law*.

(2) **Subject matter of AER Exempt Selling Guidelines**

The AER Exempt Selling Guidelines must, in addition to providing information about exemptions, include provisions concerning:

- (a) procedures for applying for the grant, variation or revocation of an individual exemption; and
- (b) the information that must be provided by an applicant for an individual exemption; and
- (c) requirements relating to registered exemptions under rule 151; and
- (d) guidance on the application of the exempt seller related factors (under section 115 of *the Law*) and the customer related factors (under section 116 of *the Law*) in making any decision relating to exemptions; and

- (e) the categories of deemed and registrable exemptions, and any associated conditions of exemption that are to apply; and
- (f) any other matters that the AER considers relevant.

## **Division 4 Provisions relating to individual exemptions**

### **155 Application for individual exemption or variation of individual exemption**

#### **(1) Application may be made**

A person may apply to the AER for:

- (a) an individual exemption; or
- (b) the variation of an individual exemption granted to the person.

#### **(2) Required information to be provided**

The information required by the AER Exempt Selling Guidelines must be provided in the application or, at the request of or with the concurrence of the AER, by way of supplementary advice.

#### **(3) Application to be published**

The AER must publish an application on the AER's website.

### **156 Public notice and submissions**

Before deciding an application for an individual exemption or variation of an individual exemption, the AER must:

- (a) publish on the AER's website a notice:
  - (i) setting out a copy of or the details in the application; and
  - (ii) stating that written submissions about the application may be made to the AER within a period of at least 20 business days that is specified in the notice; and
  - (iii) containing such other information as the AER considers appropriate; and
- (b) consider all written submissions received by it within that period before deciding whether to grant or refuse the application.

## **157 Deciding application**

### **(1) Duty to decide application**

The AER must decide whether to grant or refuse an application for an individual exemption or variation of an individual exemption.

### **(2) Application may be granted if guidelines and principles satisfied**

The AER may grant the application if the AER is satisfied that the application meets any applicable requirements of *the Law* and the AER Exempt Selling Guidelines.

## **158 Conditions for individual exemptions**

### **(1) Conditions**

If the AER grants an application for an individual exemption or variation of an individual exemption, the AER may impose conditions in relation to the sale of energy by the exempt seller to exempt customers.

### **(2) When conditions may be imposed**

Conditions may be imposed when the exemption or variation is granted or during the currency of the exemption as granted or as varied.

### **(3) Variation or revocation of condition**

The AER may vary or revoke a condition.

### **(4) Variation or revocation of conditions to be treated as variation of exemption**

For the purposes of this Part, a variation or revocation of a condition imposed on an individual exemption is a variation of the exemption, and is to be dealt with accordingly.

## **159 Form of energy to be specified**

### **(1) Form of energy to be specified**

If the AER grants an application for an individual exemption, the instrument of exemption must specify the form of energy to which the exemption relates.

### **(2) Form of energy cannot be varied**

An individual exemption cannot be varied to change or add to the form of energy to which the exemption relates.

**Note:**

Subrule (2) does not prevent an application for or the grant of another exemption.

**160 Notice of decision to grant application**

If the AER decides to grant an application for an individual exemption or variation of an individual exemption, the AER must, as soon as practicable, give the applicant a notice:

- (a) stating the decision; and
- (b) specifying the conditions (if any) that the AER has decided to impose on the exemption or variation; and
- (c) stating any other matter relevant to the grant of the exemption or variation.

**161 Deemed refusal**

**(1) Application of this rule**

This rule applies if the AER specifies conditions in a notice under rule 160.

**(2) Deemed refusal if applicant does not accept conditions**

The AER is taken to have decided to refuse an application for an individual exemption or variation of an individual exemption if, within:

- (a) the period of 20 business days after the day the notice is given by the AER; or
- (b) that period as extended by the AER,

the applicant has not given the AER a notice of acceptance of the conditions specified by the AER or those conditions with changes to which the AER has agreed.

**162 Issue and public notice of individual exemption**

**(1) Application of this rule**

This rule applies if:

- (a) the AER decides to grant an application for an individual exemption or variation of an individual exemption without conditions; or
- (b) the AER decides to grant the application with conditions and the applicant gives the AER a notice of acceptance of the conditions within:
  - (i) the period of 20 business days after the notice of the AER's decision is given by the AER; or

- (ii) that period as extended by the AER.

**(2) Issue and publication of individual exemption or variation**

The AER must, as soon as practicable:

- (a) issue to the applicant:
  - (i) an instrument of exemption; or
  - (ii) in the case of a variation—an instrument of variation or an instrument containing the exemption as varied; and
- (b) publish the terms of the exemption or variation on the AER's website.

**163 Notice of refusal**

If the AER decides or is taken to have decided to refuse an application for an individual exemption or variation of an individual exemption, the AER must, as soon as practicable, give the applicant a notice stating the decision and the reasons for the decision.

**Division 5 Public Register of Authorised Retailers and Exempt Sellers**

**164 Public Register of Authorised Retailers and Exempt Sellers**

- (1) For the purposes of section 119 of *the Law*, the Public Register of Authorised Retailers and Exempt Sellers must include the following particulars:
  - (a) the names and business addresses of persons who hold retailer authorisations;
  - (b) the names and business addresses of exempt sellers who are subject to an individual exemption;
  - (c) a list of the classes of persons in respect of whom deemed exemptions are in force;
  - (d) a list of the classes of persons in respect of whom an exemption is registrable;
  - (e) the names and business addresses of exempt sellers who have registered with the AER as belonging to a class of persons subject to a registrable exemption.
- (2) The Public Register of Authorised Retailers and Exempt Sellers may include other particulars and information relating to authorised retailers, exempt sellers and associated matters that the AER considers relevant.



## **Part 10                      Retail market performance reports**

### **165                      Purpose of this Part**

This Part sets out details of matters to be included in retail market performance reports under Division 2 of Part 12 of *the Law*.

### **166                      Contents of retail market performance report—retail market overview**

- (1) A retail market overview in a retail market performance report must include:
  - (a) a statement of the number of retailers and the number of retailers actively selling energy to customers; and
  - (b) an indication of the number of customers of each retailer; and
  - (c) an indication of the total number of customers with standard retail contracts and market retail contracts, respectively, and the numbers by reference to each retailer; and
  - (d) an indication of the numbers of customers who have transferred from one retailer to another retailer; and
  - (e) a report on energy affordability for small customers.
- (2) A retail market overview must provide information under subrule (1) by reference to the following:
  - (a) participating jurisdictions;
  - (b) different categories of customers as determined by the AER, including (but not limited to) small customers and large customers, and residential customers and business customers.

### **167                      Contents of retail market performance report—retail market activities report**

- (1) A retail market activities report in a retail market performance report must include information and statistics on the following activities of regulated entities:
  - (a) customer service and customer complaints;
  - (b) the handling of customers experiencing payment difficulties (distinguishing hardship customers and other residential customers experiencing payment difficulties);
  - (c) the provision of prepayment *meter* systems to customers, including (but not limited to) the total number of customers using prepayment *meters*,

- self-disconnections and numbers of prepayment *meters* removed due to customer payment difficulties;
- (d) de-energisation of premises for reasons of non-payment (distinguishing hardship customers and other residential customers on payment plans);
  - (e) re-energisation of premises referred to in paragraph (d);
  - (f) concessions for customers where retailers administer the delivery of concessions to customers;
  - (g) the number and aggregate value of *security deposits* held by each retailer as at 30 June each year.
- (2) A retail market activities report must provide sufficient detail to explain the key factors relevant to the level of and trends in the performance of regulated entities.
- (3) A retail market activities report must provide information under subrules (1) and (2) by reference to the following:
- (a) participating jurisdictions;
  - (b) different categories of customers as determined by the AER, including (but not limited to) small customers and large customers, and residential customers and business customers;
  - (c) specific activities where appropriate, such as customer complaints about billing, energy marketing and customer transfers.

## Part 11 Customer retail contracts—electricity consumption benchmarks

### 168 Purpose of this Part

This Part provides for electricity consumption benchmarks for residential customers under a customer retail contract.

### 169 AER administration of electricity consumption benchmarks

- (1) The AER must provide the initial benchmarks to retailers and publish those benchmarks on its website.
- (2) Following publication of the initial benchmarks under subrule (1), the AER must prepare subsequent benchmarks for the consumption of electricity (electricity consumption benchmarks) by residential customers in accordance with this rule.
- (3) The electricity consumption benchmarks must be based on the following:
  - (a) electricity consumption information received by the AER from distributors pursuant to rule 171;
  - (b) localised zones as determined and notified to the AER by the relevant jurisdictional Minister;
  - (c) household size.
- (4) The AER must:
  - (a) provide the electricity consumption benchmarks to retailers; and
  - (b) publish the electricity consumption benchmarks on the AER website; and
  - (c) provide the information supporting the development of the electricity consumption benchmarks to the MCE.
- (5) The AER must administer the electricity consumption benchmarks and update them at least every 3 years from the date when the initial benchmarks are published.
- (6) The AER may consult on the electricity consumption benchmarks in any manner that it considers appropriate.
- (7) In this rule:

**initial benchmarks** means the benchmarks for the consumption of electricity by residential customers as provided for by the National Regulations.

## **170      Retailer obligations—electricity consumption benchmarks**

- (1) Without limiting any requirement under rule 25, a retailer must provide the following particulars in a bill for a residential customer:
  - (a) a comparison of the customer's electricity consumption against the electricity consumption benchmarks under rule 169;
  - (b) a statement indicating the purpose of the information provided with respect to those benchmarks;
  - (c) a reference to an energy efficiency website.
- (2) A retailer is required to present the information in subrule (1) in a graphical or tabular form, as appropriate, but may do so in a location on the bill that is convenient for the retailer.
- (3) A retailer must present the information in subrule (1) in a manner which is easy for the customer to understand.
- (4) In this rule:

**energy efficiency website** means a website, containing information about electricity consumption benchmarks, that is prescribed by the National Regulations and notified by the AER on its website.

## **171      Distributor obligations—electricity consumption information**

Distributors must, for the purpose of the electricity consumption benchmarks, provide information to the AER in such manner and form as may be requested by the AER.

## **Part 12 National energy retail consultation**

### **172 Customer Consultative Group**

- (1) The AER must establish and maintain a Customer Consultative Group.
- (2) The function of the Group is to provide advice to the AER in relation to the AER's functions under the energy laws affecting energy consumers across participating jurisdictions.
- (3) The AER may appoint persons as members of the Group after consultation with organisations and groups that the AER considers appropriate.
- (4) The procedure of the Group is to be as determined by the AER.

### **173 Retail consultation procedure**

- (1) If *the Law* or these Rules require the AER to make an instrument (however described) in accordance with the retail consultation procedure, the AER must proceed in accordance with this rule.
- (2) The AER must proceed as follows :
  - (a) the AER must, after such consultation (if any) as the AER considers appropriate, prepare a draft instrument; and
  - (b) the AER must publish, on its website and in any other way the AER considers appropriate, the draft instrument together with a notice:
    - (i) stating why the instrument is required; and
    - (ii) giving reasonable details of the context in which the draft instrument has been prepared, the issues involved and the possible effects of the instrument; and
    - (iii) inviting written submissions and comments on the draft instrument within a period (at least 20 business days) stated in the notice; and
  - (c) the AER must, as soon as reasonably practicable after the end of the period allowed for making submissions and comments on the draft instrument, consider all submissions and comments made within the time allowed and make the instrument in its final form.
- (3) The AER must prepare a written notice stating the reasons for making the instrument in its final form.
- (4) After making an instrument, the AER must, without delay, publish the instrument and the written notice under subrule (3) relating to it on the AER's website.

- (5) Subject to *the Law* and these Rules, an instrument made in accordance with this rule takes effect on the date provided for its commencement under the terms of the instrument or, if no date is so provided, 10 business days after the date the instrument was made.

## **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.

### 9.5 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.

## **Schedule 2      Model terms and conditions for deemed standard connection contracts**

(Rule 81)

### **PREAMBLE**

This contract is about the services which cover connection of your premises to our distribution system, and the energy supplied to the premises. These services are called “customer connection services”.

In addition to this contract, we are required to comply with energy laws and other consumer laws in our dealings with you.

You also have a separate contract with your retailer dealing with the sale of energy to the premises.

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

### **1      THE PARTIES**

This contract is between:

[Permitted alteration: name of distributor] who provides you with customer connection services at the 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 National Energy Retail Rules (‘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 in Schedule 1 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 the standard connection contract for customers under the National Energy Retail Law and the Rules.

### **3.2 Does this contract apply to you?**

This contract applies to you if your premises are connected to our distribution system, and you do not have another customer connection contract with us for those premises.

### **3.3 What if I need a new connection?**

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with either the National Electricity Rules (for an electricity connection) or the National Gas Rules (for a gas connection). That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

### **3.4 Electricity or gas**

Standard connection contracts apply to electricity and gas, but some terms are expressed to apply only to one or the other. Our distribution system is [insert “a gas” or “an electricity” as relevant] distribution system.

## **4 WHAT IS THE TERM OF THIS CONTRACT?**

### **4.1 When does this contract start?**

If your premises are connected to our distribution system, this contract starts on the date when you start to take supply of energy at those premises.

### **4.2 When does this contract end?**

(a) This contract ends:

- (i) if your retailer notifies us that the supply of energy to the premises is to be disconnected (a ‘termination notice’)—subject to paragraph (b), on the date we disconnect the premises, (even if you have vacated the premises earlier); or
- (ii) if you start receiving supply of energy for the premises under a different customer connection contract—on the date that contract starts; or
- (iii) if a different customer starts receiving supply of energy for the premises—on the date the connection contract of that customer starts;
- (iv) if we both agree to a date to end the contract – on the date that is agreed; or
- (v) 10 business days after we disconnect the premises under the Rules, if you have not within that period asked your retailer to reconnect the premises and met the requirements in the Rules for reconnection.



- (b) If your retailer gives us a termination notice but you do not give safe and unhindered access to your premises to conduct a final *meter* reading (where relevant), this contract will not end under paragraph (a)(i) until a final *meter* reading is carried out.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

## 5 SCOPE OF THIS CONTRACT

### 5.1 What is covered by this contract?

- (a) Under this contract we agree to provide customer connection services at the premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) Charges for customer connection services will be billed under your contract with your retailer.

### 5.2 Sale of energy not covered by this contract

This contract does not cover the sale of energy to your premises. This is the role of your retailer.

### 5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of customer connection services at your premises safely and in accordance with the energy laws.
- (b) Our obligations extend up to the connection point where energy is to be supplied to the premises (as defined by us) and not beyond.

### 5.4 Guaranteed service levels

- (a) If you are a small customer, we are required under *the laws* of [required alteration: insert name of the State or Territory] to meet certain guaranteed service levels. These requirements are [required alteration: set out the applicable GSL scheme requirements of that State or Territory]. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the applicable GSL scheme.

**[Note:**

Where there is no GSL Scheme in a State or Territory for small customers, the deletion of this clause is a required alteration.]

## 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 promptly:

- (a) inform your retailer of any change to your contact details; and
- (b) inform your retailer of any change that you are aware of that materially affects access to your *meter* or to other equipment involved in providing customer connection services at the premises; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including *metering* equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or *metering* of the supply of energy to the premises or the premises of any other person; and
- (d) inform either your retailer or us of any permanent material change to the energy load or pattern of usage at the premises.

### 6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the energy laws relating to the provision of customer connection services we provide to your premises under this contract; and
- (b) our reasonable requirements under the energy laws, including our service and installation rules. This includes a requirement that you provide and maintain at your premises any reasonable or agreed facility required by us to provide customer connection services to the premises.

### 6.4 Life support equipment

- (a) If a person living at your premises requires *life support equipment*, you must register the premises with your retailer or with us. 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 retailer if the *life support equipment* is no longer required at the premises.
- (c) If the premises are registered as having *life support equipment*, we must give you:

- (i) general advice that there may be a planned or *unplanned interruption* to the supply of energy to the premises; and
- (ii) at least 4 business days notice in writing of any *planned interruptions* to the supply of energy to the premises; and
- (iii) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and
- (iv) an emergency telephone contact number.

## **6.5 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.

## **6.6 Small generators including solar panels**

- (a) If you have a small generator connected to our distribution system at the premises, you must comply with the applicable standards in operating and maintaining the generator when you start to take supply of energy under this contract.
- (b) If you no longer want to keep a small generator at the premises connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.
- (c) If you want to connect a small generator at the premises to our distribution system for the purpose of exporting energy (for example, a solar panel), you must apply for a connection alteration under the National Electricity Rules. We will provide you with a copy of the relevant additional terms and conditions at the time when we make our connection offer.

# **7 WRONGFUL AND ILLEGAL USE OF ENERGY**

## **7.1 Illegal use of energy or interference**

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

- (a) illegally use energy supplied to the premises; or
- (b) interfere or allow interference with any of our equipment at the 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) use customer connection services provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any *meters* or associated equipment.

## **7.2 Consequences for wrongful or illegal use**

If you do not comply with clause 7.1 above, we may, in accordance with the energy laws take any or all of the following actions:

- (a) estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate disconnection of the premises.

## **8 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 may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, 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.

## **9 ACCESS TO THE PREMISES**

### **9.1 Your obligations**

Under the energy laws, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

- (a) read, test, maintain, inspect or alter any *metering* installation at the premises; and

- (b) calculate or measure energy supplied or taken at the premises; and
- (c) check the accuracy of *metered* consumption at the premises; and
- (d) replace *meters*, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the premises; and
- (f) examine or inspect an energy installation at the premises; and
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the premises; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the premises; and
- (k) perform services requested by you or your retailer.

## 9.2 Our obligations

If we or our representatives seek access to the premises under clause 9.1 above, we will:

- (a) comply with all relevant requirements under the energy laws; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

# 10 INTERRUPTION TO SUPPLY

## 10.1 Distributor may interrupt supply

We may *interrupt* the supply of energy to your premises where permitted under the energy laws, including for a *planned interruption* or where there is an *unplanned interruption* or in accordance with the conditions of any applicable tariff or under a contract with your retailer.

## 10.2 Planned interruptions (maintenance, repair, etc)

- (a) We may make *planned interruptions* to the supply of energy to the premises under the Rules for the following purposes:
  - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of *metering* equipment; or

- (ii) for the installation of a new connection or a connection alteration to another customer.
- (b) If your energy supply will be affected by a *planned interruption*, we will give you at least 4 business days notice by mail, letterbox drop, press advertisement or other appropriate means.

### 10.3 Unplanned interruptions

- (a) We may *interrupt* the supply of energy to your premises in circumstances where we consider that a customer's energy installation or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system, including:
  - (i) for unplanned maintenance or repairs;
  - (ii) for health or safety reasons;
  - (iii) in an emergency;
  - (iv) as required by a *relevant authority*;
  - (v) to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or
  - (vi) to restore supply to a customer.
- (b) If an *unplanned interruption* is made, we will use our best endeavours to restore energy supply to the premises as soon as possible.
- (c) We will make information about *unplanned interruptions* (including the nature of any emergency and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24 hour telephone information service.

### 10.4 Your right to information about interruptions

- (a) If you request us to do so, we will use our best endeavours to explain:
  - (i) an *interruption* to the supply of energy to the premises; or
  - (ii) a supply of energy to the premises of a quality in breach of any relevant standards under the energy laws.
- (b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:
  - (i) the written explanation; or
  - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

## **11 OUR CHARGES**

### **11.1 Payment**

The amounts you are billed under your contract with your retailer include our charges for customer connection services.

### **11.2 Determination of our charges**

We will determine our charges for a billing cycle in accordance with the energy laws.

### **11.3 Compliance with tariff requirements**

- (a) If there are any conditions that are relevant to any tariff or charging category that applies to you for the supply of energy to your premises we must advise your retailer of those conditions.
- (b) You must comply with any conditions referred to in paragraph (a).
- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

## **12 DISCONNECTION OF SUPPLY**

### **12.1 When can we disconnect?**

Subject to us satisfying the requirements in the Rules, we may disconnect your premises if:

- (a) your retailer informs us that it has a right to arrange for disconnection under your contract with your retailer and requests that we disconnect the premises; or
- (b) you use energy supplied to the premises wrongfully or illegally in breach of clause 7; or
- (c) if you fail to pay any direct charges (where relevant) to us under this contract; or
- (d) if you provide false information to us or your retailer such that you would not have been entitled to be connected if you had not provided the false information; or
- (e) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the energy laws or this contract in order for us to provide customer connection services; or
- (f) if you fail to give us safe and unhindered access to the premises as required by clause 9 or any requirement under the energy laws; or

- (g) in an emergency or for health and safety reasons; or
- (h) if required to do so at the direction of a *relevant authority*; or
- (i) if we are otherwise permitted by the energy laws to disconnect the premises.

**Note:**

The energy laws allow distributors and other authorised people to disconnect or arrange the disconnection of premises in circumstances additional to those set out above.

## **12.2 Notice and warning of disconnection**

If you are a small customer, we may disconnect your premises under clauses 12.1(c), 12.1(d), 12.1(e) or 12.1(f) only if:

- (a) we have sent you a *disconnection warning notice* that:
  - (i) requires you to rectify, within 6 business days after the date of issue on the notice, the issue that could lead to disconnection; and
  - (ii) carries a warning of the consequences of failing to comply with the notice; and
- (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to providing a *disconnection warning notice*; and
- (c) you fail to comply with the *disconnection warning notice* within 6 business days after the date of issue.

## **12.3 Life support equipment**

If you are a small customer, we must not disconnect your premises if they are registered as having *life support equipment*, except in an emergency.

## **12.4 When we must not disconnect**

- (a) Subject to paragraph (b), and otherwise in accordance with the Rules, if you are a small customer we must not disconnect the premises 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 for a failure to pay, 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 7 which deals with wrongful and illegal use of energy; or
  - (v) if your retailer makes such a request on your behalf; 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.

## 12.5 Our rights after disconnection

The disconnection of the premises does not limit or waive any of the parties' rights and obligations under this contract arising before disconnection, including any of your obligations to pay amounts to us or your retailer.

## 12.6 Disconnection fee

If you have not complied with a *disconnection warning notice* and we arrive at the premises to disconnect the premises but do not do so because you rectify the matter referred to in the *disconnection warning notice*, you will be liable to pay a reasonable fee for our attendance at the premises.

# 13 RECONNECTION AFTER DISCONNECTION

## 13.1 Where we must reconnect

- (a) If you are a small customer, we must arrange for reconnection of the premises if, within 10 business days of your premises being disconnected:
  - (i) where your retailer asked for the disconnection—if we are asked by your retailer to reconnect the premises; or
  - (ii) in other circumstances—if:
    - (A) you ask us to arrange for reconnection of your premises; and
    - (B) you rectify the matter that led to the disconnection; and
    - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 business days following disconnection if the requirements in paragraph (a) are not met.

### **13.2 Timeframe for reconnection**

If you are a small customer and at the time of the request for reconnection:

- (a) you or your retailer have made arrangements for payment of the relevant reconnection charge; and
- (b) you have complied with our requirements under the relevant energy laws; and
- (c) the necessary infrastructure to re-energise the premises remains in place; and
- (d) you provide safe and unhindered access to the premises,

we must re-energise the premises within [required alteration: insert the applicable service standard as to time for re-energisation], unless you request a later time.

### **13.3 Wrongful disconnection**

If we disconnect the premises where we did not have a right to do so, we must reconnect the premises as soon as possible and without charge.

## **14 NOTICES AND BILLS**

- (a) Notices and bills (where relevant) under this contract must be sent in writing, unless this contract or 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 (which excludes depots) (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 two 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.

## **15 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION**

### **15.1 Privacy of personal information**

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.

## 15.2 Access to information

Upon request, we must give you information about your energy consumption or our charges for customer connection services. We may charge you a reasonable fee for information requested more than once in any 12 month period.

# 16 COMPLAINTS AND DISPUTE RESOLUTION

## 16.1 Complaints

If you have a complaint relating to the supply of energy to the premises, 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.

## 16.2 Our obligations in handling complaints or disputes

If you make a complaint, we must respond to your complaint within the required timeframes 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 and you are a small customer, you have a right to refer the complaint to [required alteration: insert name and contact details of the relevant energy ombudsman].

# 17 FORCE MAJEURE

## 17.1 Effect of force majeure event

If, either you or we cannot meet an obligation under this contract because of an event outside the control of the party ('**a force majeure event**'):

- (a) the obligation, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

## 17.2 Deemed prompt notice

If the effects of a force majeure event are widespread we will be taken 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.

### **17.3 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.

### **17.4 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.

## **18 APPLICABLE LAW**

*The laws of [required alteration: insert name of participating jurisdiction in which the distributor's distribution system is located] govern this contract.*

## **19 GENERAL**

### **19.1 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 an obligation is not complied with, we are still liable to you for the failure to comply with this contract.

### **19.2 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 payable under this contract is stated to include GST.
- (b) Where an amount paid by you or by us 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.

### **19.3 Amending this contract**

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the National Energy Retail Law.
- (b) We must inform you of any material amendments to this contract as required by the National Energy Retail Law.

## Simplified explanation of terms

**billing cycle** means the regular recurrent period for which we charge for customer connection services;

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

**connection point** means the point at which a distribution system connects to an energy installation or equipment that serves the premises of one or more customers;

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

**customer connection services** include services relating to the flow of energy to your premises;

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

**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 (as relevant to this contract);

**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;

**GSL scheme** has the meaning given in the National Energy Retail Law;

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

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

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

**National Electricity Rules** means the rules made under the National Electricity Law;

**National Gas Rules** means the rules made under the National Gas Law;

**premises** means the address at which customer connection services are provided to you and, to avoid doubt, may include your electrical or gas installation;

**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;

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

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

**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;

**small generator** means an embedded generating unit of the kind contemplated by Australian Standard AS 4777 (Grid connection of energy systems via inverters);

**standard connection contract** means a contract on the terms and conditions and in the form of this document.

## Schedule 3 Savings and Transitional Rules

### Part 1 Transitional Rules—NSW gas distributors

#### Division 1 Application and definitions

##### 1 Application

During the transition period the Rules apply to, and in relation to, a NSW gas distributor, subject to the exclusions, qualifications and modification in this Part.

##### 2 Definitions

In this Part:

**access arrangement** has the same meaning as in the NGL.

**current access arrangement** means an access arrangement that:

- (a) applies to a NSW gas distributor with respect to pipelines located in NSW; and
- (b) is in force on the start date.

**expiry date** means the date when the current access arrangement no longer applies.

**interim deemed standard connection contract** means a deemed standard connection contract prepared by a NSW gas distributor in accordance with Division 2 of this Part.

**interim NSW connection contract rules** means the rules prescribed in this Part.

**model deemed standard connection contract** means the model terms and conditions for a deemed standard connection contract set out in Schedule 2.

**NSW gas distributor** means a service provider within the meaning of the NGL that holds a reticulator's authorisation under the *Gas Supply Act 1996* of New South Wales in respect of a pipeline located in NSW, excluding ActewAGL Distribution (partnership of ACTEW Distribution Ltd ACN 073 025 224 and Jemena Networks (ACT) Pty Ltd ACN 008 552 663).

**reference services agreement** means a contract between a user and a NSW gas distributor, whether described in the relevant current access arrangement as:

- (a) a reference service agreement;
- (b) a standard user agreement;
- (c) a service agreement; or

- (d) a gas transportation agreement.

**start date** means the date when these interim NSW connection contract rules come into operation.

**transition period** means the period from the start date to the expiry date.

## **Division 2 Interim deemed standard connection contract**

### **3 Required Alterations**

- (1) During the transition period, a NSW gas distributor must adopt a form of deemed standard connection contract under section 69 of *the Law* in accordance with Schedule 2 of the Rules and subject to this Division (an **interim deemed standard connection contract**).
- (2) The amendments made to an interim deemed standard connection contract under this Division are required alterations as contemplated by section 69(5) of *the Law*.

### **4 Inconsistency with access arrangements and reference services agreements**

- (1) This rule applies where there is an inconsistency between rights and obligations of a NSW gas distributor in relation to:
  - (a) a customer under the model deemed standard connection contract; and
  - (b) the customer's retailer under the distributor's current access arrangement and/or reference services agreement with that retailer.
- (2) Subject to subrule (3), the terms and conditions of the current access arrangement or reference services agreement prevail over the terms and conditions of the model deemed standard connection contract to the extent of the inconsistency.
- (3) If the application of the inconsistent term or condition of the distributor's current access arrangement or reference services agreement would result, or is likely to result, in less favourable terms and conditions for the customer, the terms and conditions of the model deemed standard connection contract prevail over the current access arrangement or reference services agreement (as the case may be) to the extent of the inconsistency.
- (4) During the transition period, a NSW gas distributor must ensure that at all times, its interim deemed standard connection contract complies with subrule (3) including making an amendment to address an inconsistency and must ensure that the effect of the amendment does not result in less favourable terms and conditions for customers.



## **5           Retailer interface**

- (1) This rule applies where the terms and conditions of a current access arrangement or reference services agreement make it necessary for the rights and obligations of a customer under the model deemed standard connection contract to be exercised and discharged for and on behalf of the customer by customer's retailer for the premises.
- (2) The rights and obligations of a customer under the NSW gas distributor's interim deemed standard connection contract must be exercised and discharged for and on behalf of the customer by the customer's retailer.
- (3) A NSW gas distributor must deal with the financially responsible retailer in relation to any matter where the retailer is acting for or on behalf of the customer under subrule (1).
- (4) A retailer will not be liable for any act or omission of the customer when acting in accordance with subrules (2) and (3).
- (5) A retailer will not be liable for any act or omission of a NSW gas distributor when acting in accordance with subrule (2).
- (6) A NSW gas distributor must amend its interim deemed standard connection contract to address the matters referred to in this rule 5.

## **Division 3           Deemed and existing contractual arrangements with customers and NSW gas distributors**

### **6           Formation of interim deemed standard connection connect contracts on start date**

Subject to rule 7 of this Part, if the premises of a customer in NSW are being supplied with gas immediately before the start date without the customer being a party to a contract with a NSW gas distributor in relation to that supply, an interim deemed standard connection contract between the customer and the NSW gas distributor is taken to exist between the customer and the NSW gas distributor from the start date.

### **7           Existing contracts with large customers**

- (1) An interim deemed standard connection contract in existence on or after the start date does not apply to a large customer who immediately before the start date, has a contract in place between that customer and a NSW gas distributor for provision of customer connection services.
- (2) A deemed AER approved standard connection contract in existence immediately after the start date does not apply to a large customer who immediately before the transition date, has a contract in place between that customer and a NSW gas distributor for provision of customer connection services.

- (3) A deemed standard connection contract in existence on or after the expiry date does not apply to a large customer who immediately before the start date has a contract in place between the customer and a NSW gas distributor for provision of customer connection services.

## **Division 4 Transitional arrangements after the expiry date**

### **8 Deemed standard connection contract to replace interim contract**

- (1) Before the expiry date, a NSW gas distributor must prepare a form of deemed standard connection contract in accordance with *the Law* and these Rules to replace the interim deemed standard connection contract after the expiry date.
- (2) Immediately after the expiry date, the terms and conditions of the NSW gas distributor's interim deemed connection contract are taken to be replaced by the terms and conditions of the NSW gas distributor's deemed standard connection contract prepared under subrule 1.

## **Part 2 Transitional Rules —ACT gas distributor**

### **Division 1 Application and definitions**

#### **1 Application**

During the transition period the Rules apply to, and in relation to, the ACT gas distributor, subject to the exclusions, qualifications and modification in this Part.

#### **2 Definitions**

In this Part:

**access arrangement** has the same meaning as in the NGL.

**ACT gas distributor** means ActewAGL Distribution, a partnership of ACTEW Distribution Ltd (ACN 073 025 224) and Jemena Networks (ACT) Pty Ltd (ACN 008 552 663).

**current access arrangement** means an access arrangement that:

- (a) applies to the ACT gas distributor; and
- (b) is in force on the start date.

**expiry date** means the date when the current access arrangement no longer applies.

**interim deemed standard connection contract** means a deemed standard connection contract prepared by an ACT gas distributor in accordance with Division 2 of this Part.

**interim ACT connection contract rules** means the rules prescribed in this Part.

**start date** means the date when these interim ACT connection contract rules come into operation.

**transition period** means the period from the start date to the expiry date.

**Transport Services Agreement** has the same meaning as in the current access arrangement.

## **Division 2            Interim deemed standard connection contract**

### **3            Required Alterations**

- (1) During the transition period, the ACT gas distributor must adopt a form of deemed standard connection contract under section 69 of *the Law* in accordance with Schedule 2 of the Rules and subject to this Division (an **interim deemed standard connection contract**).
- (2) The amendments made to an interim deemed standard connection contract under this Division are required alterations as contemplated by section 69(5) of *the Law*.

### **4            Retailer interface**

- (1) This rule applies where the terms and conditions of a current access arrangement or reference services agreement make it necessary for the rights and obligations of a customer under the interim deemed standard connection contract to be exercised and discharged for and on behalf of the customer by customer's retailer for the premises.
- (2) The rights and obligations of a customer under the ACT gas distributor's interim deemed standard connection contract must be exercised and discharged for and on behalf of the customer by the customer's retailer.
- (3) The ACT gas distributor must deal with the financially responsible retailer in relation to any matter where the retailer is acting for or on behalf of the customer under subrule (1).
- (4) A retailer will not be liable for any act or omission of the customer when acting in accordance with subrules (2) and (3).
- (5) A retailer will not be liable for any act or omission of the ACT gas distributor when acting in accordance with subrule (2).
- (6) The ACT gas distributor must amend its interim deemed standard connection contract to address the matters referred to in this rule 4.

## **Division 3            Deemed and existing contractual arrangements with customers and ACT gas distributors**

### **5            Formation of interim deemed standard connection connect contracts on start date**

Subject to rule 6 of this Part, if the premises of a customer are being supplied with gas immediately before the start date without the customer being a party to a contract with an ACT gas distributor in relation to that supply, an interim deemed standard connection contract between the customer and the ACT gas distributor is taken to exist between the customer and the ACT gas distributor from the start date.

### **6            Existing contracts with large customers**

- (1) An interim deemed standard connection contract in existence on or after the start date does not apply to a large customer who immediately before the start date, has a contract in place between that customer and the ACT gas distributor for provision of customer connection services.
- (2) A deemed AER approved standard connection contract in existence immediately after the start date does not apply to a large customer who immediately before the transition date, has a contract in place between that customer and the ACT gas distributor for provision of customer connection services.
- (3) A deemed standard connection contract in existence on or after the expiry date does not apply to a large customer who immediately before the start date has a contract in place between the customer and the ACT gas distributor for provision of customer connection services.

## **Division 4            Transitional arrangements after the expiry date**

### **7            Deemed standard connection contract to replace interim contract**

- (1) Before the expiry date, the ACT gas distributor must prepare a form of deemed standard connection contract in accordance with *the Law* and these Rules to replace the interim deemed standard connection contract after the expiry date.
- (2) Immediately after the expiry date, the terms and conditions of the ACT gas distributor's interim deemed connection contract are taken to be replaced by the terms and conditions of the ACT gas distributor's deemed standard connection contract prepared under subrule 1.

## **Part 3                Billing-related transitional rules**

### **1            Definitions**

In this Part:

**billing-related transitional rules** means the rules prescribed by this Part.

**start date** means the date when these billing-related transitional rules come into operation.

**transitional liability** means a liability incurred before, but continuing after, the start date.

## **2 Bill smoothing arrangement (Rule 23 NERR)**

- (1) A bill smoothing arrangement that was in force immediately before the start date continues in force.
- (2) Rule 23 of the Rules applies to a transitional bill smoothing arrangement as if:
  - (a) the Rules had been in force when the bill smoothing arrangement was made; and
  - (b) the bill smoothing arrangement had then been made with the explicit informed consent of the small customer.
- (3) This rule applies in relation to standard retail contracts but not in relation to market retail contracts.

## **3 Bill frequency (Rule 24)**

- (1) A bill issued to a small customer within 3 months after the start date is taken to have been issued in accordance with rule 24 of the Rules although it may relate to a period of more than 3 months.
- (2) This rule applies in relation to standard retail contracts but not in relation to market retail contracts.

## **4 Undercharging (Rule 30)**

- (1) The provisions of the Rules for recovery by a retailer of amounts the retailer has undercharged a small customer (Rule 30) extend to undercharging occurring before the start date if:
  - (a) the undercharging began before but continued after the start date; or
  - (b) the undercharging occurred wholly before the start date but, as of that date, the retailer had given the small customer no notice of the undercharge, nor had the retailer taken any other action to recover the amount of the undercharge.
- (2) The provision of the Rules limiting recovery to undercharging occurring within 9 months before the date the retailer notifies the customer of the undercharge (rule 30(2)(a)) applies to transitional liabilities as well as liabilities arising after the start date.

- (3) This rule applies in relation to standard retail contracts and also in relation to market retail contracts (other than prepayment meter market retail contracts).

## **5 Overcharging (Rule 31 NERR)**

- (1) The provisions of the Rules requiring a retailer to reimburse amounts the retailer has overcharged a small customer (rule 31) extend to overcharging occurring before the start date if:
  - (a) the overcharging began before but continued after the start date; or
  - (b) the overcharging occurred wholly before the start date but, as of that date:
    - (i) the retailer had not given the small customer notice of the overcharge, nor had the retailer taken any other action to reimburse the amount overcharged; and
    - (ii) the small customer had taken no formal action to recover the amount overcharged.
- (2) It follows that, if overcharging occurred before and after the start date, the references in rule 31 to the amount overcharged is a reference to the aggregate of the amounts overcharged before and after the start date.
- (3) This rule applies in relation to standard retail contracts and also in relation to market retail contracts (other than prepayment meter market retail contracts).

## **6 Payment methods (Rule 32 NERR)**

- (1) If a small customer was using Centrepay as a payment option immediately before the start date, the retailer will be taken to have elected, on the start date, to permit the small customer to use Centrepay as a payment option under rule 32(2) of the Rules.
- (2) This rule applies in relation to standard retail contracts and also in relation to market retail contracts (other than prepayment meter market retail contracts).

## **7 Shortened collection cycles (Rule 34 NERR)**

- (1) If, before the start date, a small customer was placed on a shortened collection cycle and the arrangement was in force immediately before the start date, the arrangement will continue as if made under rule 34 of the Rules.
- (2) In deciding, for the purposes of rule 34(4) whether the customer has paid 3 consecutive bills, payments made before, as well as after, the start date must be taken into consideration.
- (3) This rule applies in relation to standard retail contracts and also in relation to market retail contracts (other than prepayment meter market retail contracts).

## **8 Enforcement of payment**

- (1) The procedures laid down by the Rules for billing and collection of debts owed by a small customer to a retailer extend to transitional liabilities.
- (2) If:
  - (a) the retailer had, before the start date, commenced an action or process to recover the amount of a transitional liability under provisions then in force for the billing and collection of debts; and
  - (b) as at the start date, the action or process remained incomplete,the retailer may continue and complete the action or process under the Rules.
- (3) For the purposes of subrule (2), an action or process for the billing or collection of debts, prescribed by provisions in force before the start date, will be taken to be an action or process under analogous provisions of the Rules.
- (4) This rule does not derogate from other provisions for the recovery of transitional liabilities.
- (5) This rule applies in relation to standard retail contracts and also in relation to market retail contracts (other than prepayment meter market retail contracts).

## **Part 4 Miscellaneous transitional rules—initial NERR**

### **1 Definitions**

In this Part:

**miscellaneous transitional rules** means the rules prescribed by this Part 4.

**start date** means the date when these miscellaneous transitional rules come into operation.

### **2 Life support arrangements**

- (1) Any *life support equipment* registered or otherwise identified or notified under jurisdictional energy legislation, or a jurisdictional administrative arrangement, immediately before the start date will be taken to have been the subject of a confirmation provided to the relevant retailer or distributor (or both) under Part 7 of the Rules.
- (2) The premises at which any *life support equipment* is located (as advised in connection with a registration, identification or notification referred to in subrule (1)) will be taken to be the premises to which the arrangements apply for the purposes of Part 7 of the Rules.

### 3 Classification of customers

A retailer or distributor of gas is not required to comply with the requirements of Division 3 of Part 1 of the Rules relating to the classification of customers until 1 August 2012.

### 4 Existing aggregation arrangements (Rule 5 NERR)

- (1) This rule applies where, before the start date, a retailer has an agreement with a customer for 2 or more premises to be aggregated so as to be treated as a large customer (an **existing aggregation arrangement**).
- (2) An existing aggregation arrangement continues in force according to its terms, and rule 5 applies to a transitional aggregation arrangement as if:
  - (a) the Rules had been in force when the existing aggregation arrangement was made; and
  - (b) the existing aggregation arrangement had then been made with the explicit informed consent of the customer.

### 5 Energy consumption benchmarks

A retailer is not required to comply with subrule 25(1)(o) and rule 170 of the Rules until 1 October 2012.

### 6 Electricity consumption benchmarks not to apply in NSW

In NSW, a retailer is not required to comply with subrule 25(1)(o) and rule 170 of the Rules until 28 February 2014, but is not prevented from doing so before that date.

### 7 Interim bill benchmarks where legacy billing arrangements

- (1) In this rule:

**transition period** means the period starting from the start date to 28 February 2014.

**interim bill benchmark customer** means a residential electricity customer located in Queensland, Victoria, South Australia and the ACT, whose bills are issued under legacy billing arrangements at the start date.

**legacy billing arrangements** means an agreement between a retailer and a legacy billing service provider under which the billing system is not enabled to include electricity bill benchmarking information on the bill itself.

**legacy billing service provider** means Essential Energy (established under the *Energy Services Corporation Act 1995* (NSW)).



**retailer** means the financially responsible retailer for an interim bill benchmark customer.

- (2) During the transition period, an affected retailer is taken to satisfy the requirements of rule 170 and subrule 25(1)(o) of the Rules in relation to an interim bill benchmark customer if the particulars required to be in a bill for those customers are included with their bill.

## **8      Application of start and end meter reads on small customer bills**

- (1) In this rule:

**interval meter** is a *meter* that measures and records consumption of electricity derived from interval *metering data* (within the meaning of the NER).

- (2) Subrule 25(1)(j) applies without modification if a small customer's *meter* measures and records consumption of energy only on an accumulation basis.
- (3) If a small customer has an interval *meter*, the requirements of subrule 25(1)(j) do not apply unless the required *metering data* is reasonably available.