

National Energy Retail Rules

Indicative changes to National Energy Retail Rules made by *National Energy Retail Amendment (Access, pricing and incentive arrangements for distributed energy resources) Rule 2021*

Note: This document shows changes to the relevant parts of the National Energy Retail Rules (NERR) by the *National Energy Retail Amendment (Access, pricing and incentive arrangements for distributed energy resources) Rule 2021*. This document is provided for information purposes only. The Australian Energy Market Commission does not guarantee the accuracy, reliability or completeness of this version of the NERR.

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Part 1 Preliminary

Division 1 Introduction and definitions

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—

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

Part 2 Customer retail contracts

Division 3 Customer retail contracts—pre-contractual procedures

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;
 - (b1) if the small customer operates, or proposes to operate, a *small generator*, any conditions applicable to supply from the *small generator* into the distribution system under the standard retail contract;
 - (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)):
 - (a) if the premises are energised, forward relevant details of the customer to the distributor for the premises concerned, for the purpose of updating the distributor's records; or

Note:

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

 - (b) if the premises are not energised, arrange for the energisation of the premises by the distributor or the *metering coordinator* (if permitted in accordance with energy laws).

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 9 Other retailer obligations

56A ~~Consumption and export information~~ **Energy consumption information - supply of electricity only**

- (1) A retailer must, on a request by a small customer or a *customer authorised representative*, provide information about that customer's energy consumption or export for the previous 2 years in the manner and form required by the *metering data provision procedures*.
- (2) Subject to paragraph (3), information referred to in paragraph (1) must be provided without charge.
- (3) Information under paragraph (1) may be provided subject to a reasonable charge where it has been requested:
 - (a) more than four times in any 12 month period;
 - (b) in a different manner or form than that specified in the *metering data provision procedures*; or
 - (c) by a *customer authorised representative* as part of a request for information about more than one small customer.

Application of this rule to standard retail contracts

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

Application of this rule to market retail contracts

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

56B **Historical billing and energy consumption information - supply of electricity only**

- (1) A reference to a retailer in rules 28 and 56A is a reference to a small customer's current retailer.
- (2) If a small customer or *customer authorised representative* requests from the small customer's previous retailer historical billing or energy consumption or export information for a period within two years prior to the date of the request then, even though the small customer's contract with the previous retailer may otherwise have terminated, the previous retailer must provide the person that made the request with any of the information requested that is then retained by, or otherwise available to, the previous retailer, to the extent that information relates to the period in which the small customer was a customer of the previous retailer. The previous retailer may provide this information subject to a reasonable charge.

Application of this rule to standard retail contracts

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

Application of this rule to market retail contracts

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

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 2 Providing information to small customers

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);
 - (a1) if the small customer operates, or proposes to operate, a *small generator*, any conditions applicable to supply from the *small generator* into the distribution system and how these may be changed (including where relevant, when this will result in a change to prices, charges or benefits 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.

Part 4 Relationship between distributors and customers

Division 5 Distributor obligations to customers

86A Provision of information - ~~supply of~~ electricity

- (1) In the case of ~~supply of~~ electricity, a distributor must, on request by a customer, *customer authorised representative* or a customer's retailer, provide information about the:
 - (a) customer's energy consumption or export for the previous 2 years in the manner and form required by the *metering data provision procedures*; or
 - (b) distributor's charges.
- (2) Subject to paragraph (3), information referred to in paragraph (1) must be provided without charge.
- (3) Information under paragraph (1) may be provided subject to a reasonable charge where it has been requested:
 - (a) directly by a customer more than 4 times in any 12 month period;
 - (b) in a different manner or form than that specified in the *metering data provision procedures*; or
 - (c) by a *customer authorised representative* as part of a request for information about more than one customer.

86B Provision of information - ~~supply of~~ gas

- (1) In the case of ~~supply of~~ gas, 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.

Part 8A Electricity generation in the distribution system

147A Information about small generator connections - electricity

- (1) A distributor must publish the following information on its website, in the same location as the information published under rule 80:

 - (a) information about safety and technical requirements applicable under energy laws to *small generators* or the owners, operators or controllers of *small generators*;
 - (b) information about requirements under energy laws for servicing and inspection of *small generators* and the required qualifications for persons undertaking the work and requirements for the provision of information to the distributor about the results of those inspections;
 - (c) information about requirements under energy laws (if any) relating to the installation of equipment for remote control of *small generators* by the distributor or a third party;
 - (d) a description of the circumstances in which remote control equipment may be used by the distributor or a third party and who the customer may contact if it considers settings on the equipment are incorrect or malfunctioning;
 - (e) information about the use of data and information obtained from equipment for remote control of a *small generator* by the distributor or a third party;
 - (f) a description of other rights and obligations concerning the provision of supply services for taking supply from *small generators* under the energy laws;
 - (g) reference to the jurisdictional or other legislation and statutory instruments under which the requirements referred to in paragraphs (a) to (f) are imposed;
 - (h) a description of the distributor's arrangements for applying maximum export limits at connection points for *small generators* and the circumstances in which a choice of maximum export limit is available; and
 - (i) information about changing the maximum export limit at a connection point for a *small generator*, where a choice of limit is available.
- (2) The information must be:

 - (a) expressed in clear, simple and concise language;
 - (b) in a format that makes it easy for a small customer to understand; and
 - (c) consistent with the distributor's deemed standard connection contract.
- (3) If requested by a small customer, the distributor must use its best endeavours to provide the information in a language other than English requested by the customer.
- (4) 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.

- (5) However, the distributor must provide a copy of any information of that kind to the customer if the customer requests a copy.
- (6) 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.
- (7) This rule does not affect and is additional to any information required to be provided under chapter 5A of the NER.

147B Immunity for failure to take supply of electricity from premises

- (1) A retailer or distributor, or an officer or employee of a retailer or distributor, does not incur any civil monetary liability for any partial or total failure to take supply of electricity from premises unless the failure is due to an act or omission done or made by the retailer or distributor or the officer or employee of the retailer or distributor, in bad faith or through negligence.
- (2) A retailer or distributor may enter into an agreement with a person (other than a small customer) varying or excluding the operation of subrule (1) and, to the extent of that agreement, that subrule does not apply.
- (3) A distributor may enter into an agreement with a small customer varying or excluding the operation of subrule (1) if permitted to do so by local instrument applying to the distributor and, to the extent of that agreement, that subrule does not apply.
- (4) An agreement under subrule (3):
 - (a) must comply with any requirement prescribed by the local instrument; and
 - (b) must not apply in relation to an act or omission of a kind excluded from the operation of subrule (3) by the local instrument.
- (5) This rule does not apply:
 - (a) to a distributor that is an electricity distribution network service provider or an officer or employee of such a distributor in relation to an act or omission in the performance or exercise, or purported performance or exercise, of a system operations function or power; or
 - (b) to any liability of an officer or employee of a body corporate to the body corporate.
- (6) In this rule:
 - electricity distribution network service provider** means a regulated distribution network service provider within the meaning of the NEL;
 - system operations function or power** has the same meaning as in section 119 of the NEL.

Schedule 1 Model terms and conditions for standard retail contracts

(Rule 12)

7 OUR LIABILITY

7.1 All customers

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

7.2 Customers who export electricity to the grid

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

9 BILLING

9.4A Your electricity (only) consumption and export information

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

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

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 ~~supply services for the premises~~~~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].

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 ~~use supply services~~~~take supply of energy~~ at those premises, ~~for example by taking a supply of energy~~.

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 ~~are~~ 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 ~~services 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 ~~services 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

5.2 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.

6 YOUR GENERAL OBLIGATIONS

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 for~~ 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 ~~for~~ 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 ~~for~~ the premises.

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 ~~use supply services start to take supply of energy~~ under this contract. We publish information about these standards and other matters relating to small generator connections as required by the Rules. The information is available on our website or you may contact us to request a copy.

- (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.

8 OUR LIABILITY

- (a) The quality and reliability of your electricity supply ~~service~~ 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~~ 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~~ our services, ~~their~~ ~~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.
- (d) Unless we have acted in bad faith or negligently, the Rules exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your premises.

10 INTERRUPTION TO SUPPLY SERVICES

10.1 ~~We~~ Distributor may interrupt supply to premises

We may *interrupt* the supply of energy to your premises where permitted under the energy laws, including for a *distributor 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.

10.5 We may interrupt supply from premises

We may temporarily interrupt or curtail the supply services provided to take supply from small generators into our distribution system, including:

- (a) for a distributor planned interruption or where there is an unplanned interruption; or
- (b) in accordance with the conditions of any applicable tariff; or
- (c) under a contract with your retailer; or
- (d) at the direction of a relevant authority; or

(e) in accordance with the energy laws.

10.6 We may use remote control equipment

If your small generator has equipment installed that allows us to control the small generator remotely, we may use the equipment in accordance with the energy laws to temporarily interrupt or curtail the supply services provided to take supply from your small generator into our distribution system. We publish information about how we use remote control equipment as required by the Rules. The information is available on our website or you may contact us to request a copy.

11 OUR CHARGES

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 ~~services of energy to for~~ 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) ~~there is~~ 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 may allow distributors and other authorised people to disconnect or arrange the disconnection of premises, small generators and other generators connected to our distribution system in circumstances additional to those set out above.

15 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

15.2A Access to information - electricity only

Upon request, we must give you information about your energy consumption or export or our charges for customer connection services for up to 2 years free of charge. We may charge you a reasonable fee for information requested;

- (a) more than 4 times in the previous 12 months; or
- (b) that is different in manner and form to any minimum requirements we are required to meet; or
- (c) by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

16 COMPLAINTS AND DISPUTE RESOLUTION

16.1 Complaints

If you have a complaint relating to customer connection services under this contract, including supply services~~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.

Simplified explanation of terms

customer connection services include supply services; services relating to the flow of energy to your premises;

small generator means a 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~~;~~

supply services means services relating to the flow of energy to or from your premises.

Schedule 3 Savings and Transitional Rules

Part 17 Rules consequential on the making of the National Energy Retail Amendment (Access, pricing and incentive arrangements for distributed energy resources) Rule 2021

1 Definitions

In this Part:

Amending Rule means the *National Energy Retail Amendment (Access, pricing and incentive arrangements for distributed energy resources) Rule 2021.*

commencement date means 31 March 2022.

effective date means the date of commencement of Schedule 2 of the Amending Rule.

new rule 147B means rule 147B of the Rules as in force on and from the effective date.

required alterations means the amendments required by Schedule 3 of the Amending Rule to standard retail contracts and deemed standard connection contracts.

2 Variation date

- (1) Retailers must make the required alterations to their standard retail contracts by the commencement date.
- (2) Distributors must make the required alterations to their deemed standard connection contracts by the commencement date.
- (3) Alterations made under subrules (1) and (2) must take effect on and from the commencement date.

3 Existing contracts – application of immunity

- (1) New rule 147B does not apply with respect to a contract entered into prior to the effective date unless the contract is a:
 - (a) deemed standard connection contract;
 - (b) standard retail contract; or
 - (c) deemed customer retail arrangement.
- (2) New rule 147B does not affect any rights or obligations that as at the effective date have already accrued under a:
 - (a) deemed standard connection contract;
 - (b) standard retail contract; or
 - (c) deemed customer retail arrangement.

4 Small generator information

- (1) By the commencement date, a distributor must develop and publish in accordance with rule 147A the information required by that rule.
- (2) A distributor is not required to publish information in accordance with rule 147A before the commencement date.