National Energy Retail Rules Version 41

Status Information

This is the latest electronically available version of the National Energy Retail Rules as at 3 June 2024.

This consolidated version of the National Energy Retail Rules was last updated on 3 June 2024 as a result of the commencement of the following amendments:

National Energy Retail Amendment (Minor changes 1) Rule 2024 No. 3

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, New South Wales on 1 July 2013 and Queensland on 1 July 2015.

These Rules do not apply in Victoria, Western Australia or the Northern Territory 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

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;

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

cooling off period—see rule 47(2);

customer authorised representative means a person authorised by a:

(a) small customer to act on its behalf under rules 56A and 56B; or

(b) customer to act on its behalf under rule 86A.

disconnection warning notice—see rule 110;

distributor planned interruption—see rule 88;

dual fuel market contract means:

(a) one market retail contract between a small customer and a retailer for the sale of both electricity and gas by the retailer to the small customer; or

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

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

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

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

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

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

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

interruption:

(a) in the case of Division 9A of Part 2, means a temporary unavailability or temporary curtailment of the supply of electricity to a customer's premises; and

(b) in all other cases, means a temporary unavailability or temporary curtailment of the supply of energy to a customer's premises, but does not include unavailability or curtailment in accordance with the terms and conditions of a customer retail contract or customer connection contract, and any applicable tariff, agreed with the customer;

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

Note:

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

life support equipment means any of the following:

(a) an oxygen concentrator;

(b) an intermittent peritoneal dialysis machine;

(c) a kidney dialysis machine;

(d) a chronic positive airways pressure respirator;

(e) crigler najjar syndrome phototherapy equipment;

(f) a ventilator for life support;

(g) in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support;

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

(a) which indicates that it is necessary or appropriate, in accordance with *good electricity industry practice*, for the *meter* to be replaced to ensure compliance with the *metering rules*; and

(b) details of which have been provided to the retailer under Chapter 7 of the NER, together with the results of the sample testing that support the need for the replacement;

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

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

metering data has the same meaning as:

(a) in the case of electricity—in the NER; or

(b) in the case of gas—in the applicable Retail Market Procedures;

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

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

metering rules:

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

(b) for gas—means the applicable Retail Market Procedures;

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

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

(a) at the request of the relevant small customer or to enable the provision of a product or service the customer has agreed to acquire from the retailer or any other person;

(b) a *maintenance replacement*;

(c) as a result of a *metering installation malfunction*; or

(d) required under section 59(2) of *the Law*;

pay-by date—see rule 26;

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

relevant authority means:

(a) AEMO; or

(b) State or federal police; or

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

reminder notice—see rule 109;

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

retailer planned interruption—see rule 59B;

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

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

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

the Law means the National Energy Retail Law;

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

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

(b) the AEMC in, or in connection with, a request for the making of a trial Rule,

which is identified by the applicant as being confidential;

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

unplanned interruption—see rule 88.

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

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

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; or

(iii) clauses 7.8.10A, 7.8.10B or 7.8.10C of the NER 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 classified as a tier 1 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(6) 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:

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

This paragraph is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

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;

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

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

(3) 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 *metering coordinator* and determined in accordance with the *metering rules*; or

(ii) on an estimation of the customer's consumption of energy, as provided by rule 21; or

(iii) 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 only 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* or *metering coordinator* (as applicable).

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(2) Where estimations are permitted to be used as the basis for a small customer's bill, the estimations must be based on:

(a) the customer's reading of the relevant *meter* (which may be a customer read estimate, as defined in subrule (3A)); 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.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(3) The retailer must inform the small customer, on the bill, that the bill is based on an estimation, and (if applicable) that the estimation is based on the customer's reading of the relevant *meter* under subrule (2)(a).

(3A) If:

(a) a small customer receives a bill based on an estimate, other than a customer's reading of the relevant *meter*; and

(b) where the bill under paragraph (a) is for the supply of electricity, the consumption of electricity at the customer's premises is not recorded by an interval *meter*, being a *meter* that records consumption derived from interval *metering data*,

the small customer may request an adjusted bill based on the customer's reading of the relevant *meter* (a **customer read estimate**) by providing the retailer with the customer read estimate before the due date for payment of the bill under paragraph (a).

(3B) On each occasion when the conditions in subrules (3A)(a) and, as applicable, (b) are met, the retailer must inform the small customer in writing:

(a) that the customer may request an adjusted bill in accordance with subrule (3A); and

(b) of any changes to the customer's payment obligations if the customer makes such a request; and

(c) how the customer can obtain the information under subrule (3C).

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(3C) A retailer must make available to small customers at no charge and in clear, simple and concise language for the purposes of subrule (3A):

(a) guidance on how to read the customer's *meter*; and

(b) the types of information the customer is required to provide when lodging the customer read estimate; and

(c) instructions on the methods by which the customer can lodge the customer read estimate.

(3D) Where:

(a) a small customer requests an adjustment to a bill based on an estimate in the circumstances set out in subrule (3A) by providing the retailer with a customer read estimate; and

(b) the retailer receives the customer read estimate before the due date for payment of the bill; and

(c) the customer read estimate is provided in accordance with the guidance and requirements provided by the retailer under subrule (3C),

the retailer must, promptly and at no extra charge, provide the small customer with an adjusted bill based on the customer read estimate.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(3E) If:

(a) the customer read estimate was received on or after the due date for payment of the bill; or

(b) the customer read estimate is not provided in accordance with the guidance and requirements provided by the retailer under subrule (3C),

the retailer may reject the customer read estimate and, if it does so, must promptly notify the small customer in writing of the specific reasons for its decision.

Note:

For example, specific reasons that a retailer might provide for rejecting a customer read estimate for the purposes of subrule (3E)(b) include:

- the number value of the customer read estimate provided for cumulative energy consumed is smaller than a previous actual read of the *meter*; or

- where the customer read estimate is provided in the form of a photograph of the *meter*, that the *meter* display is not clearly visible or the photograph does not show the correct *meter* installed at the small customer's premises.

(3F) The retailer must set out a process under its standard complaints and dispute resolution procedures for a small customer to attempt to rectify a customer read estimate that is not accepted under subrule (3E)(b).

(3G) If the retailer does not accept the customer read estimate under subrule (3E), the retailer must inform the small customer in the same notice required to be provided under that subrule, that the customer may:

(a) lodge a dispute with the energy ombudsman where the customer is not satisfied with the retailer's decision after the customer has followed the process under subrule (3F); and

(b) separately, request the retailer to review the bill under rule 29.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(3H) If under subrule (3B)(b) a retailer has advised a small customer of changes to the customer's payment obligations, and those changes include a new date for payment of the customer's bill, any benefits provided under the retailer's contract with the customer for payments made by the due date must be applied with respect to the new date for payment.

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 100 days.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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) In preparing and issuing bills to a small customer, a retailer must comply with the billing guideline under rule 25A.

Note

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

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

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

This rule applies in relation to standard retail contracts.

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

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

25A Billing guideline

(1) The AER must, in accordance with the retail consultation procedure, make a guideline (**billing guideline**) for retailers on meeting the bill objective in subrule (3) in relation to preparing and issuing bills to small customers.

(2) The AER may, from time to time, amend the billing guideline in accordance with the retail consultation procedure.

Bill objective

(3) The objective of a bill (**bill objective**) is to provide billing information that enables small customers to easily understand:

(a) payment amounts, dates and methods;

(b) how their bill is calculated and whether it conforms to their customer retail contract;

(c) their energy consumption and production, and related costs and revenue, to assist with:

(i) using energy efficiently;

(ii) comparing their customer retail contract with other energy offers available to them;

(iii) considering options for energy supply other than through the distribution system;

(d) how to dispute or raise a query in relation to their bill;

(e) how to access interpreter services and seek financial assistance; and

(f) how to report a fault or emergency.

Developing the billing guideline

(4) In making and amending the billing guideline, the AER:

(a) must take into account the following:

(i) the need for consumer protections for small customers, while also enabling retail market innovation, competition and consumer choice;

(ii) the costs of compliance by retailers with the billing guideline and the potential resulting costs for small customers;

(iii) whether the requirements in the billing guideline are effective and proportionate to the expected benefits that result from achieving the relevant part of the bill objective; and

(iv) the potential benefits of standardising language and terminology across bills, customer retail contracts and energy offers; and

(b) may take into account any other matters that the AER considers relevant to the bill objective.

(5) The AER must make and amend the billing guideline in a manner that:

(a) will or is likely to contribute to the achievement of the national energy retail objective; and

(b) is compatible with the development and application of consumer protections for small customers, including (but not limited to) protections relating to hardship customers.

Form and delivery of billing information

(6) In the billing guideline, the AER may specify:

(a) different types of billing information a retailer must provide; and

(b) whether information of different types may be provided to a small customer by different delivery methods (including in separate documents or electronically), if the small customer has given its explicit informed consent to those delivery methods.

26 Pay-by date (SRC)

(1) The *pay-by date* for a bill must not be earlier than 13 business days from the date on which the retailer sent the bill to a small 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.

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

(1A) In the case of gas, a retailer must notify a customer who requests historical billing data under subrule (1) that the customer can find the following information on their distributor's website:

(a) the type of gas that may be supplied to the customer's premises, and

(b) the date of any change to the type of gas that may be supplied to the customer's premises.

Note:

Distributors must publish information under rule 147F on the type of gas that may be supplied in their distribution system or part of their distribution system and the date of any changes to the type of gas that may be supplied.

(2) Historical billing data provided to the small customer for the previous 2 years must be provided without charge, but may be provided subject to a reasonable

charge where the data requested is for an earlier period or has been requested more than:

(a) four times in any 12 month period, in the case of the supply of electricity; or

(b) once in any 12 month period, in the case of the supply of gas.

Note

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

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

This rule applies in relation to standard retail contracts.

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

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

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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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* or *metering coordinator* (as applicable) to test the *meter*; and

(b) the retailer may require the customer to pay for the cost of the check or test if the check or test shows that the *meter* or *metering data* was not faulty or incorrect.

(5A) For the purpose of subrule (5), a small customer request made under subrule 21(3A) is not to be treated as a request for the *meter* reading or *metering data* to be checked or the *meter* tested.

(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.

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 rules 74 and 76F(4), 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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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,

unless the customer is an *affected customer* and other persons may have been jointly or severally responsible for the actions in subrule (2)(a) or (2)(b).

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 except in the circumstances specified in subrule (4A) 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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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.

(4A) A retailer may require a small customer to provide a *security deposit* during the currency of a customer retail contract if:

(a) the small customer previously provided a *security deposit* to the retailer in connection with the customer retail contract;

(b) the *security deposit* was only returned to the small customer under rule 45(1)(b) because the small customer was transferred to another retailer; and

(c) the small customer is transferred back to the retailer in accordance with rule 57A(4) because the transfer to another retailer was a *void transfer*.

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

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

This rule applies in relation to standard retail contracts.

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

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

Division 7 Market retail contracts—particular requirements

45A Definitions

In this Division:

benefit change means:

(a) a change to, or the expiry of, a benefit (such as a price discount) provided to a customer for a minimum period or a fixed benefit period under a market retail contract during the term of that contract (whether or not as a result of the variation to the contract); and

(b) a change of the type specified in the benefit change notice guidelines, but does not include an excluded change.

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

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

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

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

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

Note:

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

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

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

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

Note 1:

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

Note 2:

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

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

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

(a) specified or ascertainable at the beginning of that period; and

(b) earlier than the date on which the contract will end.

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

(a) the date on which the contract will end; or

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

gas blend has the same meaning as in the NGL.

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

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

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

primary gas has the same meaning as in the NGL.

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

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

Note:

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

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:

(a) be given at least five business days before the variation in the tariffs and charges are to apply to the customer; and

(b) be delivered by the customer's preferred form of communication where this has been communicated to the retailer, or otherwise by the same method as that used for delivery of the customer's bill.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(4A) The notice must:

(a) specify that the customer's tariffs and charges are being varied;

(b) specify the date on which the variation will come into effect;

(c) identify the customer's existing tariffs and charges inclusive of GST;

(d) identify the customer's tariffs and charges as varied inclusive of GST;

(e) specify that the tariffs and charges identified in subrules (4A)(c) and (d) are inclusive of GST; and

(f) specify that the customer can request historical billing data and, if they are being sold electricity, energy consumption data, from the retailer.

Note:

Rules 28 and 56A make provision for customers to request historical billing information and energy consumption data.

Note

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

(4B) Despite this rule 46, a retailer is not required to provide a notice under subrule (3):

(a) where the customer has entered into a market retail contract with the retailer within 10 business days before the date on which the variation referred to in subrule (3) is to take effect, and the retailer has informed the customer of such variation pursuant to rule 46A and section 39(1)(a) of *the Law*;

(b) where the variations to the tariffs and charges are a direct result of a benefit change and the retailer has provided the customer with a notice under rule 48A;

(c) with respect to a tariff or charge that continually varies in relation to the prevailing spot price of energy. For the avoidance of doubt, this exemption does not apply (and the retailer must provide notice under subrule (3)) with respect to variations to any remaining tariffs and charges that form part of the same market retail contract;

(d) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or

(e) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to the customer.

(4C) Despite subrule (4)(a), a retailer must provide the notice under subrule (3) as soon as practicable, and in any event no later than the customer's next bill, where the variations to the tariffs and charges are a direct result of a tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purposes of providing a notice under this subrule (4C), the reference to:

(a) "are being varied" in subrule (4A)(a) is taken to be "are being varied or have been varied (whichever is applicable)"; and

(b) "will come into effect" in subrule (4A)(b) is taken to be "will come into effect or has come into effect (whichever is applicable)".

(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.

46B Energy rates – discounting practices

(1) A retailer must not include any term or condition in a market retail contract (other than a *dual fuel market contract*) with a small customer that applies a price discount to an energy rate under the contract if, on the date the small customer enters into the contract:

(a) there is an equivalent standing offer, as defined in subrule (3);

(b) without taking into account any price discounts, at least one energy rate under the market retail contract exceeds the equivalent component of the energy rate under the equivalent standing offer;

(c) without taking into account any price discounts, no energy rate under the market retail contract is lower than the equivalent component of the energy rate under the equivalent standing offer; and

(d) the level or rate of every energy payment under the market retail contract (if any) is equal to or lower than the level or rate of the equivalent energy payment under the equivalent standing offer.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(2) A retailer must not include any term or condition in a *dual fuel market contract* with a small customer that applies a price discount to an energy rate under the contract if, on the date the small customer enters into the contract:

(a) there is an equivalent standing offer in either of the following forms:

(i) a dual fuel standing offer, if the conditions for equivalence specified in subrule (3) are met in relation to that standing offer; or

(ii) a standing offer for electricity and a standing offer for gas, if the conditions for equivalence specified in subrule (3) are met in relation to both of those standing offers;

(b) without taking into account any price discounts, at least one energy rate in respect of the supply of either electricity or gas under the *dual fuel market contract* exceeds the equivalent component of the energy rate under the equivalent standing offer;

(c) without taking into account any price discounts, no energy rate in respect of the supply of either electricity or gas under the *dual fuel market contract* is lower than the equivalent component of the energy rate under the equivalent standing offer; and

(d) the level or rate of every energy payment under the *dual fuel market contract* (if any) is equal to or lower than the level or rate of the equivalent energy payment under the equivalent standing offer.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(3) For the purposes of subrules (1) and (2), a standing offer is an equivalent standing offer with respect to a market retail contract, including a *dual fuel market contract*, if the following conditions are satisfied:

(a) the retailer making the standing offer is the retailer providing the market retail contract, or is a related body corporate (within the meaning of the *Corporations Act 2001* of the Commonwealth) of that retailer;

(b) the standing offer and the market retail contract would be available to the same small customer, if the retailer was the designated retailer for the small customer's premises;

(c) in relation to energy rates and energy payments, without taking into account any price discounts, there are no material differences between the tariff structure of the standing offer and the tariff structure of the market retail contract, subject to subrule (4); and

(d) without taking into account any price discounts, the market retail contract provides no material additional benefit or service to the customer compared to the standing offer.

(4) For the purposes of subrule (3)(c), there is a material difference between the tariff structure of a standing offer and the tariff structure of a market retail contract if:

(a) the standing offer is a dual fuel standing offer and the market retail contract is not a *dual fuel market contract*; or

(b) the market retail contract contains provisions that prevent the retailer varying any of the energy rates or energy payments under the market retail contract for a period of at least 12 months from the date of entry into the market retail contract.

46C Conditional discounts

(1) A retailer must not include a conditional discount in a market retail contract with a small customer unless:

(a) the amount of the conditional discount does not exceed a reasonable estimate of the costs incurred, or likely to be incurred, by the retailer resulting from the customer's failure to satisfy the relevant payment condition; and

(b) where the customer's failure to satisfy a payment condition results in:

(i) that customer no longer being entitled to more than one conditional discount; or

(ii) that customer:

(1) no longer being entitled to one or more conditional discounts; and

(2) being liable to pay one or more conditional fees,

the aggregate amount of the conditional discount (or discounts) and conditional fee (or fees) (as applicable) does not exceed a reasonable estimate of the costs incurred, or to be incurred, by the retailer resulting from the customer's failure to satisfy the payment condition.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(2) A term or condition of a market retail contract has no effect to the extent that it:

(a) provides for a conditional discount; and

(b) such term or condition is inconsistent with subrule (1).

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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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.

48A Retailer notice of benefit change - market retail contracts

(1) If a market retail contract provides for a benefit change, the retailer must, in accordance with this rule, notify the small customer of each benefit change.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

Note:

Under rule 46A and *the Law* the retailer is required to fully disclose to the customer any term of a market retail contract that provides for the variation of benefits to the customer prior to the customer's entry into the contract.

(2) The benefit change notice must be given:

(a) in writing;

(b) no earlier than 40 business days and no later than 20 business days before the benefit change date; and

(c) otherwise in the manner and form required by the benefit change guidelines.

(3) The benefit change notice must state:

(a) the small customer's *metering* identifier;

(b) that a benefit change will occur and the benefit change date;

(c) that the small customer may use the price comparator to compare offers that are generally available to classes of small customers in their area;

(d) the name and web address of the price comparator;

(e) that the customer can request historical billing data and, if they are being sold electricity, energy consumption data, from the retailer that will assist it

to use the price comparator to compare offers that are generally available to classes of small customers in their area; and

Note:

Rules 28 and 56A make provision for customers to request historical billing information and energy consumption data.

(f) any early termination charges payable under the contract.

(4) In addition to the information required by subrule (3), the benefit change notice must contain such other information that the AER specifies in the benefit change notice guidelines in the form and manner specified in those guidelines.

48B Benefit change notice guidelines

(1) The AER must make guidelines (benefit change notice guidelines) in accordance with the retail consultation procedure.

(2) The benefit change notice guidelines must specify:

(a) the required form of benefit change notices;

(b) the manner in which a benefit change notice is to be provided;

(c) the information a retailer must include in the benefit change notice in order to enable a small customer to:

(i) use the price comparator to compare offers that are generally available to classes of small customers in their area; and

(ii) compare the amounts that would be payable by the customer under its existing market retail contract following the benefit change date with the offers referred to in subrule (c)(i); and

(d) how a retailer must calculate the amounts required to be included in a benefit change notice.

(3) In addition to specifying the matters referred to in subrule (2), the benefit change notice guidelines may specify:

(a) what constitutes a benefit change for the purposes of subrule (b) of the definition of "benefit change" in rule 45A; and

(b) what constitutes an excluded change;

(c) any information a retailer must include in the benefit change notice:

(i) with respect to the nature of the benefits provided under the market retail contract during the relevant benefit period;

(ii) with respect to the nature of the change to the benefits on the benefit change date;

(iii) to enable a small customer to compare the amount billed for their energy consumption during the relevant benefit period with the amounts referred to in subrule (2)(c);

(iv) with respect to *dual fuel market contracts*; and

(v) which the AER considers would be reasonably required by a small customer to assess the energy offers available to it and which is held by the retailer.

(4) The AER may amend the benefit change notice guidelines in accordance with the retail consultation procedure.

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.

(1A) For the avoidance of doubt, where a new customer retail contract is made void by section 41(1) of *the Law* the provision of customer retail services under a different customer retail contract is taken never to have commenced for the purposes of subrule (1)(d).

(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.

49B Notification of gas type (gas only)

A retailer must include, as a minimum requirement in relation to the terms and conditions of a market retail contract, that the customer can find information on their distributor's website in relation to the type of gas that may be supplied to the customer's premises under the market retail contract.

Note:

Distributors must publish information under rule 147F on the type of gas that may be supplied in their distribution system or part of their distribution system and the date of any changes to the type of gas that may be supplied.

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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

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

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

Division 7A Customer retail contracts - conditional fees

52A Definitions

For the purposes of this Division, conditional fee has the meaning given in rule 45A.

52B Conditional fees

(1) A retailer must not include a conditional fee in a customer retail contract with a small customer unless:

(a) the amount of the conditional fee does not exceed a reasonable estimate of the costs incurred, or likely to be incurred, by the retailer resulting from the customer's failure to satisfy the relevant payment condition; and

(b) where the customer's failure to satisfy a payment condition results in that customer being liable to pay more than one conditional fee, the aggregate amount of such conditional fees does not exceed a reasonable estimate of the costs incurred, or likely to be incurred, by the retailer resulting from the customer's failure to satisfy the payment condition.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(2) A term or condition of a customer retail contract has no effect to the extent that it:

(a) provides for the payment of a conditional fee; and

(b) such term or condition is inconsistent with 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 applies in relation to market retail contracts.

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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

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;

(b) the contact details for the relevant energy ombudsman; and

(c) in the case of electricity, details of applicable energisation and re-energisation timeframes.

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

56A Consumption and export information - 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).

Note

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

56B Historical billing and energy information - 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).

56C Information on timeframes for installing electricity meters (SRC and MRC)

(1) A retailer selling electricity to small customers must:

(a) publish on its website the following information in relation to the timeframes for installing electricity *meters*:

(i) where a *meter* is installed for a new connection – the obligations on retailers under clause 7.8.10A of the NER;

(ii) where the customer requests a *meter* to be installed and there is no new connection or connection alteration required – the obligations on retailers under clause 7.8.10B of the NER; and

(iii) where the customer requests a *meter* to be installed and a connection alteration is required – the obligations on retailers and distributors under clause 7.8.10C of the NER; and

(b) when a small customer requests a *meter* to be installed, provide the information set out under subrule 1(a) (as applicable) to the customer in writing.

Application of this rule to retail contracts

(2) This rule applies in relation to standard retail contracts and market retail contracts.

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.

(2A) Subrules (1) and (2) do not apply to a transfer of a small customer requested by a retailer under rule 57A(4)(a).

57A Retailer obligations in relation to correction of transfers without consent

(1) If:

(a) a small customer contacts a retailer and indicates that it has been transferred to a retailer (the new retailer) without explicit informed consent; and

(b) the retailer the small customer contacts is not the customer's new retailer,

then the retailer the small customer contacts must notify the new retailer in writing within 3 business days of being contacted and request the new retailer to comply with subrule (3).

(2) If the new retailer is contacted by another retailer under subrule (1) it will be taken, for the purposes of this rule and subrule 116(1)(c1), to have been contacted by the small customer for the purposes of section 41(2)(a) of *the Law*.

(3) Within 10 business days of receiving a notice from another retailer under subrule (1) or from a small customer (as contemplated by *the Law*), the new retailer must:

(a) provide the record of the small customer's explicit informed consent to the customer; or

(b) if the small customer was transferred to the new retailer more than 12 months before the notification under subrule (1), notify the small customer that the transfer is not void under section 41(1) of *the Law*; or

(c) if it is established under section 41(2) of *the Law* that explicit informed consent was not obtained to the transfer of the small customer from a retailer (the original retailer) to the new retailer then, in addition to its obligations under *the Law*, notify the original retailer in writing:

(i) that the transfer of the small customer to the new retailer is a *void transfer* and the small customer is taken to have remained a customer of the original retailer despite the transfer of the customer to the new retailer under the Retail Market Procedures; and

(ii) of the *void transfer date*.

(4) Within 3 business days after receiving a notice under subrule (3)(c), the original retailer must:

(a) submit a request for the transfer of the small customer to the original retailer under the relevant Retail Market Procedures with effect from:

(i) the *void transfer date*; or

(ii) if the Retail Market Procedures do not permit a transfer date equal to the *void transfer date*, to the earliest transfer date permitted under those procedures; and

(b) give notice to the small customer that the transfer to the new retailer was a *void transfer* due to an absence of explicit informed consent and that the customer is taken to have remained a customer of the original retailer.

(5) A notice to a small customer under subrule (4)(b) must:

(a) specify that the small customer is on the customer retail contract it was on with the original retailer immediately prior to the *void transfer date* unless:

(i) the previous customer retail contract was a market retail contract that has terminated other than as a result of the *void transfer*; or

(ii) immediately prior to the *void transfer date* the small customer was on a deemed customer retail arrangement with the original retailer,

(b) if subrule (a)(i) or (ii) applies, specify:

(i) that the small customer is on a deemed customer retail arrangement;

(ii) details of the prices, terms and conditions applicable to the sale of energy to the premises concerned under the deemed customer retail arrangement;

(iii) the customer's options for establishing a customer retail contract (including the availability of a standing offer); and

(iv) the consequences for the customer if the customer does not enter into a customer retail contract (whether with the original retailer 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.

(6) If the original retailer charges a small customer an early termination charge in respect of the termination of a market retail contract and it is later established that the transfer to the new retailer was a *void transfer* the original retailer must credit the amount of any early termination charge paid by the small customer on the first bill after the transfer back to the original retailer in accordance with subrule (4)(a).

(7) Despite this rule 57A, in the period from the *void transfer date* to the day on which the transfer requested under subrule (4)(a) is completed under the Retail Market Procedures, the new retailer is responsible for complying with these Rules as if it were the retailer of the small customer.

(8) Rule 58 does not apply to transfers made under subrule (4)(a).

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.

59A Notice to small customers on deployment of new electricity meters (SRC and MRC)

(1) If a retailer proposes to undertake a *new meter deployment* the retailer must, subject to subrule (8), permit a small customer of the retailer to elect not to have its *meter* replaced as part of the proposed *new meter deployment* in accordance with this rule (referred to in this rule as the customer's right to **opt out**).

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(2) If a retailer proposes to undertake a *new meter deployment*, the retailer must give to the small customer:

(a) a notice in writing no earlier than 60 business days and no later than 25 business days before the retailer proposes to replace the small customer's *meter*; and

(b) a second notice in writing no earlier than 10 business days after the notice under subrule (2)(a) was given to the customer and no later than 15 business days before the retailer proposes to replace the small customer's *meter*.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(3) A notice under subrule (2)(a) and (b) must state:

(a) that the small customer may opt out of having their *meter* replaced by informing the retailer:

(i) in writing, electronically or by telephone; or

(ii) by any other method made available by the retailer in addition to the methods specified in subrule (3)(a)(i),

at any time up to the date specified in the notice as being the last day on which the customer may notify the retailer of its decision to opt out (referred to in this rule as the **last opt-out date**);

(b) the expected date and time on which the retailer proposes to replace the customer's *meter*;

(c) the last opt-out date, which must be no earlier than 7 business days before the expected date on which the retailer proposes to replace the customer's *meter* (as specified in accordance with subrule (3)(b));

(d) any upfront charges the customer will incur under its retail contract as a result of the *new meter deployment*;

(e) the retailer's contact details; and

(f) contact details of interpreter services in community languages.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(4) The small customer may opt out of the proposed *new meter deployment* by informing the retailer:

(a) in writing, electronically or by telephone; or

(b) by any other method the retailer specifies in a notice under subrule (2)(a) or (b),

to the address or other contact details specified in the notice at any time after receiving the first notice up until the last opt-out date.

(5) Subject to subrule (7), if a small customer does not properly exercise its right to opt out of the *new meter deployment* by the last opt-out date, the retailer may proceed with the replacement of the customer's *meter* as notified to the customer under this rule 59A.

(6) A small customer's right to opt out of the *new meter deployment* is properly exercised when:

(a) the request to opt out has been received by the retailer by the last opt-out date; and

(b) the small customer has complied with the requirements under subrule (4).

(7) A retailer must not proceed with the replacement of the *meter* at the premises under the proposed *new meter deployment* if:

(a) before the date of the *new meter deployment*, the provision of customer retail services to the premises commences under a customer retail contract with a different small customer; and

(b) that customer has not been given a right to opt out in accordance with this rule.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(8) The retailer is not required to comply with this rule if, under the terms of the small customer's market retail contract, the retailer is authorised to undertake the *new meter deployment*.

(9) In subrule (8):

authorised means that under the terms and conditions of the small customer's market retail contract the customer has expressly:

(a) consented to its *meter* being replaced as part of the *new meter deployment*; or

(b) waived its rights under this rule to opt out of having their *meter* replaced.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts, but only to the extent subrule (8) does not apply.

Division 9A Retailer interruption to supply - electricity

59B Definitions

In this Division:

retailer planned interruption means an *interruption* of the supply of electricity to a customer that:

(a) is for the purposes of installing, maintaining, repairing or replacing an electricity *meter*; and

(b) does not involve either:

(i) the distributor effecting the *interruption* under rule 89; or

(ii) *interrupting* the supply of electricity to a customer who is not the customer of the retailer arranging the *interruption*; and

(c) is not a *distributor planned interruption*.

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

(1) A retailer may, subject to and in accordance with any requirements of the energy laws, arrange a *retailer planned interruption* by:

(a) giving the relevant customer the notice under subrule (2); or

(b) other than in the circumstances described in paragraph (c), obtaining the relevant customer's explicit consent to the *interruption* occurring:

(i) on any day within a date range of 5 business days; or

(ii) on a specified date,

in which case subrule (1A) applies; or

(c) where a person residing at the premises requires *life support equipment*, obtaining the relevant customer's explicit consent to the *interruption* occurring on a specified date, in which case subrule (1A) applies.

(1A) If the retailer obtains the consent of the relevant customer pursuant to subrule (1)(b) or (1)(c):

(a) the retailer must retain the record of consent for a period of at least 2 years in a format and including such information to enable the retailer to answer enquiries from the customer relating to the consent; and

(b) subrules (2), (3) and (4) regarding planned *interruption* notices will not apply.

(2) If the retailer has not obtained a customer's consent to the *retailer planned interruption* occurring within a date range or on a specified date in accordance with subrule (1) (as applicable), the retailer must notify the relevant customer of the *retailer planned interruption* by any appropriate means at least 4 business days before the date of the *interruption*.

Note

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

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

Note

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

(4) The notification must:

(a) specify the expected date, time and duration of the *retailer planned interruption*, and whether the *interruption* is for the purposes of installing, maintaining, repairing or replacing an electricity *meter* for the notified customer or for another customer; and

(b) include a 24 hour telephone number for enquiries (the charge for which is no more than the cost of a local call); and

(c) include a statement that any enquiries regarding the *retailer planned interruption* are to be directed to the retailer.

Note

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

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

Note:

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

Note

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

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

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

Division 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);

(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.

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.

(1A) for the avoidance of doubt, where a new customer retail contract is made void by section 41(1) of *the Law* the small customer is taken never to have received customer retail services under a different customer retail contract for the purposes of subrule (1)(c).

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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

70A Definitions

In this Part:

customer hardship policy guideline means the guideline made by the AER under rule 75A.

customer hardship policy means a policy as submitted by the retailer to the AER under section 43 of *the Law*.

AER Performance Reporting Procedures and Guidelines means the procedures and guidelines made by the AER under section 286 of *the Law*.

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

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

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

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

75 Hardship program indicators

(1) The AER must, in accordance with the retail consultation procedure, determine hardship program indicators to be included in the AER Performance Reporting Procedures and Guidelines.

(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*).

75A Customer hardship policy guideline

(1) The AER must, in accordance with the retail consultation procedure, develop, maintain and publish a customer hardship policy guideline.

(2) The customer hardship policy guideline must specify:

(a) processes, timeframes and requirements to be complied with by retailers in connection with the approval (or variation) of their customer hardship policies by the AER;

(b) standardised statements that retailers must include in their customer hardship policies that:

(i) inform their customers of how the retailer will comply with the minimum requirements as set out in section 44 of *the Law*; and

(ii) provide guidance to customers on their rights, and retailer obligations, with respect to Part 2, Division 6 of *the Law*.

(3) The AER may, from time to time, amend the customer hardship policy guideline in accordance with the retail consultation procedure.

75B Customer hardship policies

(1) A retailer's customer hardship policy (or variation) submitted to the AER must:

(a) comply with the customer hardship policy guideline;

(b) include the standardised statements referred to in rule 75A(2)(b); and

(c) contain clear and specific statements of the actions the retailer will take to meet the minimum requirements for a customer hardship policy in section 44 of *the Law*.

Note 1:

Section 44 of *the Law* sets out the minimum requirements for a customer hardship policy. Section 44(i) of *the Law* permits the Rules to expand the minimum requirements for customer hardship policies.

Note

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

(2) A retailer must:

(a) submit a customer hardship policy (or variation) in compliance with subrule (1):

(i) in accordance with section 43(2) of *the Law*; and

(ii) within 3 months of any amendment to the customer hardship policy guideline made by the AER under rule 75A(3); and

(b) implement and publish the customer hardship policy (or variation), as approved by the AER, on the retailer's website as soon as practicable after it has been approved.

Note

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

(3) The AER must approve, subject to section 45 of *the Law*, a customer hardship policy (or variation) that complies with subrule (1) within 3 months:

(a) of the AER receiving a customer hardship policy for approval under section 43 of *the Law*; and

(b) of the AER receiving a customer hardship policy for approval under subrule (2)(a)(ii).

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 3A Assistance for customers affected by family violence

76A Family violence policy

A retailer must:

(a) have a *family violence policy* that sets out how the retailer will identify and assist *affected customers*, including how the retailer will apply each of the *affected customer* protections in these Rules;

(b) publish its *family violence policy* on the retailer's website and ensure that its *family violence policy* is easily accessible on its website;

(c) implement, maintain and comply with its *family violence policy*; and

(d) review and update its *family violence policy* from time to time as required to reflect changes in circumstances or maintain consistency with leading practice.

Note

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

76B Ability of retailer staff to assist affected customers

(1) A retailer must ensure that the persons identified in subrule (2) are able, on an ongoing basis, to:

(a) understand the nature and consequences of *family violence*;

(b) identify and engage appropriately and effectively with *affected customers*; and

(c) assist *affected customers* in accordance with this Part and the retailer's *family violence policy*.

(2) For the purposes of subrule (1), the persons are any person with authority or capacity to act on the retailer's behalf (including employees, contractors and agents, including call centre and marketing personnel) who:

(a) may engage with *affected customers* by any means of communication;

(b) is a manager of a person identified in subrule (2)(a); or

(c) is responsible for systems and processes that guide interactions with small customers.

76C Process to identify affected customers and avoid repeated disclosures

A retailer must implement a secure process that:

(a) provides a method to readily assess if a small customer is an *affected customer*;

(b) provides a method to readily identify the account of a small customer who has been identified as an *affected customer*;

(c) avoids the need for an *affected customer* to repeatedly disclose or refer to their experience of *family violence*; and

(d) provides for effective ongoing engagement with an *affected customer*.

76D Regard to safety and circumstances of affected customers

A retailer must, in any dealing with an *affected customer*:

(a) have regard firstly to the safety of the customer, as far as the customer's safety is impacted by them being an *affected customer*; and

(b) take into account the particular circumstances of the *affected customer*.

Note

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

76E Family violence as a likely cause of hardship or payment difficulties

A retailer must recognise *family violence* as a likely cause of a residential customer being a hardship customer or a small customer experiencing payment difficulties.

76F Assistance with debt management, fees and payment methods

(1) Before taking action to recover arrears from an *affected customer* or transferring *affected customer* debt to a third party debt collector, a retailer must take into account:

(a) the potential impact of debt recovery action at that time on the *affected customer*; and

(b) whether other persons are jointly or severally responsible for the energy usage that resulted in the accumulation of those arrears.

(2) Nothing in this Part prevents a retailer from waiving, suspending or repurchasing the debt of an *affected customer*.

(3) A retailer must waive any fee payable under a customer retail contract with an *affected customer* for late payment of a bill for customer retail services.

(4) Where an *affected customer* requests a retailer to permit payment using Centrepay as a payment option, rule 74 applies as if all references to hardship customer were references to *affected customer*.

76G Affected customer information

(1) A retailer must not, and must procure that all its contractors, subcontractors and agents do not, disclose or provide access to affected customer information to any other person without the consent of the *affected customer*.

Note

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

(2) Subrule (1) does not prevent a retailer or its contractors, subcontractors or agents disclosing, or providing access to, affected customer information to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency having jurisdiction over the retailer or its contractors, subcontractors or agents (as applicable).

(3) In this rule:

affected customer information refers to any information that may be used to identify, communicate with or locate an *affected customer*, including information about their whereabouts, contact details, or financial or personal circumstances.

any other person means a person other than the *affected customer* and includes a person who is or has been a joint account holder with an *affected customer*, but does not include a contractor, subcontractor or agent of the retailer that requires access to the affected customer information in order to perform services for the retailer.

76H Preferred method of communication

(1) A retailer must:

(a) take reasonable steps to identify the *affected customer's* preferred method of communication; and

(b) offer alternative methods of communication if the *affected customer's* preferred method of communication identified in paragraph (a) is not practicable.

(2) A retailer must use the method of communication identified in subrule (1) in communications with the *affected customer* and the *affected customer* may use that method of communication in communications with the customer's retailer.

(3) An *affected customer's* entitlement for communications to be in accordance with the method of communication identified pursuant to subrule (1) takes precedence over any other small customer entitlement or retailer requirement in these Rules to communicate in a particular way.

(4) A retailer must keep a record of the method of communication identified in subrule (1).

76I Retailers not to require documentary evidence

A retailer must not require an *affected customer* or a third party acting on behalf of an *affected customer* to provide any documentary evidence of *family violence* as a precondition to applying these Rules or the retailer's *family violence policy*.

76J Information on family violence support services

(1) A retailer must provide an *affected customer* with information about the availability of one or more external family violence support services at a time and

in a manner that is safe, respectful and appropriate given the *affected customer's* circumstances.

(2) A retailer must publish on its website and keep up to date a list of one or more external family violence support services.

76K No breach of contract for compliance with this Part

(1) If a retailer is unable to fulfil an obligation under a customer retail contract in complying with this Part, the retailer is not in breach of the contract.

(2) If an *affected customer* is unable to fulfil an obligation under their customer retail contract in using their preferred method of communication with the retailer in accordance with rule 76H(2), the customer is not in breach of the contract.

76L Consistency of market retail contract with family violence policy

(1) The terms and conditions of a market retail contract with an *affected customer* have no effect to the extent of any inconsistency with the application of the retailer's *family violence policy* to that customer.

(2) The retailer must ensure that the customer may continue to be provided with customer retail services under a customer retail contract in accordance with these Rules.

76M Application of this Part

This Part applies to market retail contracts and standard retail contracts unless otherwise expressly provided.

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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

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

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

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

86A Provision of information - electricity

(1) In the case 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.

Note

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

86B Provision of information - gas

(1) In the case 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.

Note

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

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:

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

(a) the planned maintenance, repair or augmentation of the transmission system or a *regulated SAPS conversion*; or

(b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of *metering* equipment (excluding a *retailer planned interruption*); 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 *distributor planned interruption* or an *unplanned interruption*.

90 Distributor planned interruptions

(1) **Planned interruption arrangements**

A distributor may arrange a *distributor planned interruption* by:

(a) giving the relevant customer the notice under subrule (1B); or

(b) other than in the circumstances described in paragraph (c), obtaining the relevant customer's explicit consent to the *interruption* occurring:

(i) on any date within a date range of 5 business days; or

(ii) on a specified date,

in which case subrule (1A) applies; or

(c) where a person residing at the premises requires *life support equipment*, obtaining the relevant customer's explicit consent to the *interruption* occurring on a specified date, in which case subrule (1A) applies.

(1A) **Record of consent**

If the distributor obtains the consent of the relevant customer pursuant to subrule (1)(b) or (c):

(a) the distributor must retain the record of consent for a period of at least 2 years in a format and including such information to enable the distributor to answer enquiries from the customer relating to the consent; and

(b) subrules (1B) and (2) regarding planned *interruption* notices will not apply.

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

If the distributor has not obtained a customer's consent to the *distributor planned interruption* occurring within a date range or on a specified date in accordance with subrule (1) (as applicable), the distributor must notify each relevant 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 *distributor planned interruptions* are to be directed to the distributor.

(3) **Restoration of supply**

In the case of a *distributor planned interruption*, the distributor must use its best endeavours to restore the customer's supply as soon as possible.

Note

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

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 relevant customers as soon as possible.

Note

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

91A Metering coordinator and distributor to assist and cooperate - electricity

Where:

(a) the installation, maintenance, repair or replacement of *metering* equipment is to be undertaken by the *metering coordinator*; and

(b) such installation, maintenance, repair or replacement requires an *interruption* of supply to the customer's premises; and

(c) a *retailer planned interruption* cannot be undertaken in order to effect the *interruption*; and

(c1) the retailer has requested the distributor to carry out a *distributor planned interruption*,

then:

(d) the distributor must effect the *interruption*:

(i) on a date agreed with the retailer and the small customer for installing or repairing a *meter* under clause 7.8.10A, 7.8.10B or 7.8.10C of the NER; or

(ii) failing agreement under paragraph (i) on a date no later than 25 business days from the date of the request from the retailer,

and provide such assistance as the *metering coordinator* may reasonably require to enable the *metering coordinator* to carry out the installation, maintenance, repair or replacement of *metering* equipment; and

(e) the *metering coordinator* must provide such information and assistance as the distributor may reasonably require to enable the distributor to carry out its obligations under rules 90 and 91; and

(f) the distributor and the *metering coordinator* must give all reasonable assistance to each other, and cooperate with each other, in relation to the *interruption* and their respective obligations under these Rules.

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 distributors" 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); and

(c) the name and contact details of the *metering coordinator* appointed by the retailer or the large customer in respect of each shared customer (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 distributor planned interruptions

(1) The distributor:

(a) must notify the retailer of *distributor planned interruptions* and specify the expected date, time and duration of the *distributor planned interruption*;

(b) must provide the notification under paragraph (a) within (as applicable):

(i) on the same day the customer provides consent to the distributor under subrule 90(1); or

(ii) within the same time period as the distributor is required to notify the customer under subrule 90(1B).

(2) The information under subrule (1) must also include information regarding the area in which the *distributor 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 *distributor 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 classified as a tier 3 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

99A Information on retailer planned interruptions – electricity

(1) The retailer:

(a) must notify the distributor of *retailer planned interruptions* and specify the expected date, time and duration of the *retailer planned interruption*; and

(b) must provide the notification under paragraph (a) (as applicable):

(i) on the same day the customer provides consent to the retailer under subrule 59C(1); or

(ii) within the same time period as the retailer is required to notify the customer under subrule 59C(2).

(2) The information to be given by the retailer to the distributor under subrule (1) must also include the NMI and the address of the specific premises affected by the *retailer planned interruption*.

(3) If a customer contacts the distributor about a *retailer planned interruption* requested or proposed by the retailer, the distributor must:

(a) refer the customer to the retailer; or

(b) if the customer does not wish to contact the retailer, give the customer the information provided by the retailer under this rule.

Note

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

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

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, including an enquiry or complaint about the customer's electricity *meter* which relates to any of the matters for which *metering coordinators* are responsible under Chapter 7 of the NER, 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 *distributor 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

(1) If the distributor de-energises a customer's premises in accordance with the energy laws, the distributor must as soon as practicable after the de-energisation notify the retailer of the de-energisation (including whether the premises were de-energised manually or remotely) and the reason for the de-energisation, except where the de-energisation is as a result of the retailer's request.

(2) If the retailer has arranged to de-energise a customer's premises remotely in accordance with the energy laws, the retailer must as soon as practicable after the de-energisation notify the distributor of the remote de-energisation and the reason for the de-energisation, except where the de-energisation is as a result of the distributor'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 - gas

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

Note

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

106A Re-energisation - electricity

(1) If, in accordance with the energy laws, the retailer is required to arrange for the re-energisation of a customer's electricity supply, the retailer must deal with the requirement in accordance with those energy laws.

Note

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

(2) If the retailer arranges for a person other than the distributor to re-energise a customer's electricity supply, the retailer must as soon as practicable after the re-energisation notify the distributor that the premises have been re-energised.

Note

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

(3) A retailer must not arrange re-energisation of a customer's electricity supply by a person other than the distributor if the premises were de-energised by the distributor.

Note

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

(4) If, in accordance with energy laws, the distributor is required to re-energise a customer's electricity supply, the distributor must deal with the requirement in accordance with those energy laws.

Note

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

(5) If the distributor has re-energised a customer's electricity supply, the distributor must notify the retailer that the premises have been re-energised as soon as practicable after the re-energisation.

Note

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

(6) A distributor must not re-energise a customer's electricity supply if a de-energisation of the premises was arranged by a retailer, unless a retailer requests the distributor to re-energise the premises.

Note

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

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

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

Note

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

(4) This Part does not apply to *interruptions* under Division 6 of Part 4 or under Division 9A of Part 2.

(5) A reference in this Part to the de-energisation or re-energisation of a customer's premises includes arranging for the premises to be de-energised or re-energised remotely.

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.

(2A) Where a customer is an *affected customer*, a retailer must not arrange for de-energisation of the customer's premises under subrule (1) or (3) unless the retailer has taken into account:

(a) the potential impact of de-energisation on the *affected customer* at that time; and

(b) whether other persons are jointly or severally responsible for the relevant non-payment or action referred to in subrule (1) or (3).

(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* or *metering coordinator* (as applicable); 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) A retailer may arrange for de-energisation of a customer's premises if the customer does not provide the retailer or its representatives safe access to the customer's premises in accordance with any requirement under the energy laws or otherwise for the purposes of:

(a) testing, maintaining, inspecting or altering any *metering* installation at the premises;

(b) checking the accuracy of *metered* consumption at the premises; or

(c) replacing *meters*,

and if:

(d) the retailer has given the customer a *disconnection warning notice*; and

(e) the customer has not rectified the matter that gave rise to the right to arrange for de-energisation of the premises.

(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.

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

(c1) where the customer has contacted the retailer under section 41(2)(a) of *the Law* and the issue raised by the customer 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 market contract

(1) **Application of this rule**

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

(2) **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 market contract*.

(3) **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 market contract* but no earlier than 15 business days after the date of the de-energisation of the customer's gas supply under subrule (2).

(4) **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 or arrange to re-energise the customer's premises remotely if permitted under energy laws.

Note

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

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

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.

123A Definitions

In this Part:

confirmation reminder notice – see subrule 124A(1)(b);

deregistration or **deregister** means the updating of a retailer's or distributor's registration of a customer's premises under subrules 124(1)(a), 124(3), 124(4)(a) or 124(5) to remove, for that particular premises, the requirement for *life support equipment*;

deregistration notice means a written notice issued by a retailer or distributor to inform a customer that their premises will cease to be registered as requiring *life support equipment* if the customer does not provide medical confirmation by the date specified in that deregistration notice;

Market Settlement and Transfer Solution Procedures has the same meaning as in the NER.

medical confirmation means signed and dated certification from a registered medical practitioner that a person requires *life support equipment* (including details of the type of equipment required), which may take the form of a medical certificate or section(s) completed by a registered medical practitioner within a medical confirmation form;

medical confirmation form means a written form issued by a retailer or distributor:

(a) when a retailer or distributor receives advice from a customer that a person residing or intending to reside at the customer's premises requires *life support equipment*; and

(b) to facilitate the provision of medical confirmation by the customer to the retailer or distributor.

124 Registration of life support equipment

(1) **Retailer obligations when advised by customer**

When advised by a customer that a person residing or intending to reside at the customer's premises requires *life support equipment*, a retailer must:

(a) register that a person residing or intending to reside at the customer's premises requires *life support equipment* and the date from which the *life support equipment* is required;

(b) subject to subrule (2), no later than 5 business days after receipt of advice from the customer, provide in writing to the customer:

(i) a medical confirmation form;

(ii) information explaining that, if the customer fails to provide medical confirmation, the customer's premises may be deregistered and, if so, the customer will cease to receive the protections under this Part;

(iii) advice that there may be *retailer planned interruption*s under rule 59C to the supply at the address and that the retailer is required to notify them of these *interruptions* in accordance with rule 124B;

(iv) advice that there may be *distributor planned interruptions* or *unplanned interruptions* to the supply at the address and that the distributor is required to notify them of a *distributor planned interruption* in accordance with rule 124B;

(v) information to assist the customer to prepare a plan of action in the case of an *unplanned interruption*;

(vi) an emergency telephone contact number for the distributor and the retailer (the charge for which is no more than the cost of a local call);

(vii) advice that if the customer decides to change retailer at the premises and a person residing at the customer's premises continues to require *life support equipment*, the customer should advise their new retailer of the requirement for *life support equipment*;

(viii) a request for medical confirmation that:

(A) has been signed and dated no more than 4 years before the date of receipt of the advice from the customer; and

(B) is legible; and

(ix) information explaining that, for the purpose of providing medical confirmation, the customer may submit to the retailer a copy of any medical confirmation that was submitted to their previous retailer or distributor, provided it complies with paragraph (b)(viii); and

(c) subject to subrule (2), notify the distributor that a person residing or intending to reside at the customer's premises requires *life support equipment* and the date from which the *life support equipment* is required.

(2) Subrules (1)(b) (other than subrules (1)(b)(iii) and (1)(b)(vi)) and (1)(c) do not apply to a retailer if:

(a) a customer of that retailer has previously advised the distributor for the premises that a person residing or intending to reside at the customer's premises requires *life support equipment*;

(b) the customer advises that retailer that they have already provided medical confirmation to the distributor for the premises; and

(c) the retailer confirms with the distributor for the premises that the customer has already provided medical confirmation to the distributor.

(3) **Retailer obligations when advised by distributor**

When notified by a distributor:

(a) under subrule (4)(c), a retailer must register that a person residing or intending to reside at the customer's premises requires *life support equipment* and the date from which the *life support equipment* is required; and

(b) under subrule 124B(2)(b), a retailer must:

(i) register that a person residing or intending to reside at the customer's premises requires *life support equipment* and the date from which the *life support equipment* is required; and

(ii) no later than 5 business days after receipt of advice from the distributor, provide the customer with the information required by subrules (1)(b)(iii) and (1)(b)(vi), if not already provided by the retailer to the customer in respect of the customer's premises.

(4) **Distributor obligations when advised by customer**

When advised by a customer that a person residing or intending to reside at the customer's premises requires *life support equipment*, a distributor must:

(a) register that a person residing or intending to reside at the customer's premises requires *life support equipment* and the date from which the *life support equipment* is required;

(b) no later than 5 business days after receipt of advice from the customer, provide in writing to the customer:

(i) a medical confirmation form;

(ii) information explaining that, if the customer fails to provide medical confirmation, the customer's premises may be deregistered and, if so, the customer will cease to receive the protections under this Part;

(iii) advice that there may be *retailer planned interruptions* under rule 59C to the supply at the address and that the retailer is required to notify them of these *interruptions* in accordance with rule 124B;

(iv) advice that there may be *distributor planned interruptions* or *unplanned interruptions* to the supply at the address and that the distributor is required to notify them of a *distributor planned interruption* in accordance with rule 124B;

(v) information to assist the customer to prepare a plan of action in the case of an *unplanned interruption*;

(vi) an emergency telephone contact number for the distributor and the retailer (the charge for which is no more than the cost of a local call);

(vii) advice that if the customer decides to change retailer at the premises and a person residing at the customer's premises continues to require *life support equipment*, the customer should advise their new retailer of the requirement for *life support equipment*;

(viii) a request for medical confirmation that:

(A) has been signed and dated no more than 4 years before the date of receipt of the advice from the customer; and

(B) is legible; and

(ix) information explaining that, for the purpose of providing medical confirmation, the customer may submit to the distributor a copy of any medical confirmation that was submitted to their previous retailer or distributor, provided it complies with paragraph (b)(viii); and

(c) notify the retailer that a person residing or intending to reside at the customer's premises requires *life support equipment* and the date from which the *life support equipment* is required.

(5) **Distributor obligations when advised by retailer**

When notified by a retailer under subrule (1)(c), a distributor must register that a person residing or intending to reside at the customer's premises requires *life support equipment* and the date from which the *life support equipment* is required.

(6) **Content of medical confirmation form**

(a) A medical confirmation form must:

(i) be dated;

(ii) state that completion and return of the form to the retailer or distributor (as the case may be) will satisfy the requirement to provide medical confirmation under the Rules;

(iii) request the following information from the customer:

(A) property address;

(B) the date from which the customer requires supply of energy at the premises for the purposes of the *life support equipment*; and

(C) medical confirmation;

(iv) specify the types of equipment that fall within the definition of *life support equipment*;

(v) advise the date by which the customer must return the medical confirmation form to the retailer or distributor (as the case may be); and

(vi) advise the customer they can request an extension of time to complete and return the medical confirmation form.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

Note

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

124A Confirmation of premises as requiring life support equipment

(1) Where a medical confirmation form is provided under subrules 124(1)(b)(i) or 124(4)(b)(i), the retailer or distributor (as the case may be) must:

(a) from the date of the medical confirmation form, give the customer a minimum of 50 business days to provide medical confirmation;

(b) provide the customer at least two written notices to remind the customer that the customer must provide medical confirmation (each a **confirmation reminder notice**);

(c) ensure the first confirmation reminder notice is provided no less than 15 business days from the date of issue of the medical confirmation form;

(d) ensure the second confirmation reminder notice is provided no less than 15 business days from the date of issue of the first confirmation reminder notice; and

(e) on request from a customer, give the customer at least one extension of time to provide medical confirmation. The extension must be a minimum of 25 business days.

(2) A confirmation reminder notice must:

(a) be dated;

(b) state the date by which the medical confirmation is required;

(c) specify the types of equipment that fall within the definition of *life support equipment*; and

(d) advise the customer that:

(i) the customer must provide medical confirmation;

(ii) the premises is temporarily registered as requiring *life support equipment* until the medical confirmation is received;

(iii) failure to provide medical confirmation may result in the premises being deregistered; and

(iv) the customer can request an extension of time to provide medical confirmation.

(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.

Note

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

124B Ongoing retailer and distributor obligations

(1) **Retailer obligations**

Where a retailer is required to register a customer's premises under subrule 124(1)(a) or 124(3), the retailer has the following ongoing obligations:

(a) give the distributor relevant information about the *life support equipment* requirements for the customer's premises and any relevant contact details for the purposes of updating the distributor's registration under subrule 124(4)(a) or 124(5), unless the relevant information was provided to the retailer by the distributor;

(b) when advised by a customer or distributor of any updates to the *life support equipment* requirements for the customer's premises or any relevant contact details, update the retailer's registration;

(c) except in the case of a *retailer planned interruption* under rule 59C, not arrange for the de-energisation of the premises from the date the *life support equipment* will be required at the premises; and

(d) in the case of a *retailer planned interruption* under rule 59C, other than in the circumstances described in paragraph (e), from the date the *life support equipment* will be required at the premises, give the customer at least 4 business days written notice of the *retailer planned interruption* to supply at the premises (the 4 business days to be counted from, but not including the date of receipt of the notice); and

(e) in the case of a *retailer planned interruption* where the customer has provided consent to the retailer under subrule 59C(1)(c), give written notice to the customer of the expected time and duration of the *retailer planned interruption*, and specify a 24 hour telephone number for enquiries (the charge for which is no more than the cost of a local call).

Note

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

(1A) Subject to subrule (1B) and any applicable privacy laws, where:

(a) a retailer has registered a customer's premises under subrules 124(1)(a) or 124(3); and

(b) the customer has provided medical confirmation to the retailer in respect of that registration,

on request of the customer, the retailer must provide a copy of that medical confirmation to the customer within 15 business days of that request.

(1B) Subrule (1A) does not apply where a customer has ceased to be a customer of the retailer, for the registered premises, for more than 110 business days.

(2) **Distributor obligations**

(a) Where a distributor is required to register a customer's premises under subrule 124(4)(a) or 124(5), the distributor has the following ongoing obligations:

(i) give the retailer relevant information about the *life support equipment* requirements for the customer's premises and any relevant contact details for the purposes of updating the retailer's registration under

subrule 124(1)(a) or 124(3), unless the relevant information was provided to the distributor by the retailer;

(ii) when advised by a customer or retailer of any updates to the *life support equipment* requirements for the customer's premises or any relevant contact details, update the distributor's registration;

(iii) except in the case of an *interruption*, not arrange for the de-energisation of the premises from the date the *life support equipment* will be required at the premises;

(iv) in the case of an *interruption* that is a *distributor planned interruption* other than in the circumstances described in subparagraph (v), from the date the *life support equipment* will be required at the premises, give the customer at least 4 business days written notice of the *interruption* to supply at the premises (the 4 business days to be counted from, but not including the date of receipt of the notice); and

(v) in the case of a *distributor planned interruption* where the customer has provided consent to the distributor under subrule 90(1)(c), give written notice to the customer of the expected time and duration of the *distributor planned interruption*, and specify a 24 hour telephone number for enquiries (the charge for which is no more than the cost of a local call);

(b) In addition to the obligations specified in subrule (2)(a), where a distributor is required to register a customer's premises under subrule 124(4)(a), if the distributor becomes aware (including by way of notification in accordance with the Market Settlement and Transfer Solution Procedures) that the customer has subsequently transferred to another retailer (a **new retailer**) at that premises, the distributor must notify the new retailer that a person residing at the customer's premises requires *life support equipment*.

Note

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

(2A) Subject to subrule (2B) and any applicable privacy laws, where:

(a) a distributor has registered a customer's premises under subrules 124(4)(a) or 124(5); and

(b) the customer has provided medical confirmation to the distributor in respect of that registration,

on request of the customer, the distributor must provide a copy of that medical confirmation to the customer within 15 business days of that request.

(2B) Subrule (2A) does not apply where a customer has ceased to be a customer of the distributor, for the registered premises, for more than 110 business days.

(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 Deregistration of premises

(1) A retailer or distributor may only deregister a customer's premises in the circumstances permitted under this rule 125.

(2) If a customer's premises is deregistered:

(a) by a retailer, the retailer must, within 5 business days of the date of deregistration, notify the distributor of the date of deregistration and reason for deregistration;

(b) by a distributor, the distributor must, within 5 business days of the date of deregistration, notify the retailer of the date of deregistration and reason for deregistration; and

(c) the retailer and the distributor must update their registrations under subrules 124(1)(a), 124(3), 124(4)(a) and 124(5) as required by rule 126.

Cessation of retailer and distributor obligations after deregistration

(3) The retailer and distributor obligations under rule 124B cease to apply in respect of a customer's premises once that customer's premises is validly deregistered.

Deregistration where medical confirmation not provided

(4) Where a customer, whose premises have been registered by a retailer under subrule 124(1)(a) (and subrule 124(2) does not apply), fails to provide medical confirmation, the retailer may deregister the customer's premises only when:

(a) the retailer has complied with the requirements under rule 124A;

(b) the retailer has taken reasonable steps to contact the customer in connection with the customer's failure to provide medical confirmation in one of the following ways:

(i) in person;

(ii) by telephone; or

(iii) by electronic means;

(c) the retailer has provided the customer with a deregistration notice no less than 15 business days from the date of issue of the second confirmation reminder notice issued under subrule 124A(1)(d); and

(d) the customer has not provided medical confirmation before the date for deregistration specified in the deregistration notice.

(5) Where a customer, whose premises have been registered by a distributor under subrule 124(4)(a), fails to provide medical confirmation, the distributor may deregister the customer's premises only when:

(a) the distributor has complied with the requirements under rule 124A;

(b) the distributor has taken reasonable steps to contact the customer in connection with the customer's failure to provide medical confirmation in one of the following ways:

(i) in person;

(ii) by telephone; or

(iii) by electronic means;

(c) the distributor has provided the customer with a deregistration notice no less than 15 business days from the date of issue of the second confirmation reminder notice issued under subrule 124A(1)(d); and

(d) the customer has not provided medical confirmation before the date for deregistration specified in the deregistration notice.

(6) A deregistration notice must:

(a) be dated;

(b) specify the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of the deregistration notice;

(c) advise the customer the premises will cease to be registered as requiring *life support equipment* unless medical confirmation is provided before the date for deregistration; and

(d) advise the customer that the customer will no longer receive the protections under this Part when the premises is deregistered.

(7) A distributor may deregister a customer's premises registered under subrule 124(5) after being notified by the retailer that the retailer has deregistered the customer's premises pursuant to subrule (4).

(8) A retailer may deregister a customer's premises registered under subrule 124(3) after being notified by the distributor that the distributor has deregistered the customer's premises pursuant to subrule (5).

Deregistration where there is a change in the customer's circumstances

(9) Where a customer whose premises have been registered by a retailer under subrule 124(1)(a) or 124(3) 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 may deregister the customer's premises on the date specified in accordance with subrule (9)(a)(ii) if:

(a) the retailer has provided written notification to the customer advising:

(i) that the customer's premises will be deregistered on the basis that the customer has advised 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*;

(ii) the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of that written notification;

(iii) that the customer will no longer receive the protections under this Part when the premises is deregistered; and

(iv) that the customer must contact the retailer prior to the date specified in accordance with subrule (9)(a)(ii) if the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; and

(b) the customer has not contacted the retailer prior to the date specified in accordance with subrule (9)(a)(ii) to advise that the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*.

(10) Where a customer whose premises have been registered by a distributor under subrule 124(4)(a) or 124(5) advises the distributor that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*, the distributor may deregister the customer's premises on the date specified in accordance with subrule (10)(a)(ii) if:

(a) the distributor has provided written notification to the customer advising:

(i) that the customer's premises will be deregistered on the basis that the customer has advised the distributor that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*;

(ii) the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of that written notification;

(iii) that the customer will no longer receive the protections under this Part when the premises is deregistered; and

(iv) that the customer must contact the distributor prior to the date specified in accordance with subrule (10)(a)(ii) if the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; and

(b) the customer has not contacted the distributor prior to the date specified in accordance with subrule (10)(a)(ii) to advise that the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*.

(11) A retailer may deregister a customer's premises after being notified by the distributor that the distributor has deregistered the customer's premises pursuant to subrule (10).

(12) A distributor may deregister a customer's premises after being notified by the retailer that the retailer has deregistered the customer's premises pursuant to subrule (9).

(13) A retailer or distributor may, at any time, request a customer whose premises have been registered under rule 124 to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.

Deregistration where there is a change in the customer's retailer

(14) Where a distributor has registered a customer's premises pursuant to subrule 124(5) and the distributor becomes aware (including by way of notification in accordance with the Market Settlement and Transfer Solution Procedures) that the customer has subsequently transferred to another retailer at that premises, the distributor may deregister the customer's premises on the date specified in accordance with subrule (14)(a)(ii) if:

(a) the distributor has provided written notification to the customer advising:

(i) that the customer's premises will be deregistered;

(ii) the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of that written notification;

(iii) that the customer will no longer receive the protections under this Part when the premises is deregistered; and

(iv) that the customer must contact the distributor prior to the date specified in accordance with subrule (14)(a)(ii) if a person residing at the customer's premises requires *life support equipment*; and

(b) the customer has not contacted the distributor prior to the date specified in accordance with subrule (14)(a)(ii) to advise that a person residing at the customer's premises requires *life support equipment*.

(15) Nothing in subrule (14) affects the operation of subrules 124(4)(a) and 124(5) following a customer's transfer to the other retailer.

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

This rule applies in relation to standard retail contracts.

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

This rule applies in relation to market retail contracts.

Note

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

126 Registration and deregistration details must be kept by retailers and distributors

Retailers and distributors must:

(a) Establish policies, systems and procedures for registering and deregistering a premises as requiring *life support equipment* to facilitate compliance with the requirements in this Part.

(b) Ensure that *life support equipment* registration and deregistration details maintained in accordance with rules 124, 124A, 124B and 125 are kept up to date, including:

(i) the date when the customer requires supply of energy at the premises for the purposes of the *life support equipment*;

(ii) when medical confirmation was received from the customer in respect of the premises;

(iii) the date when the premises is deregistered and the reason for deregistration; and

(iv) a record of communications with the customer required by rules 124A and 125.

Note

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

126A Keeping medical confirmations

Where a retailer or distributor has:

(a) registered a customer's premises under subrules 124(1)(a), 124(3), 124(4)(a) or 124(5) (as applicable); and

(b) the customer has provided medical confirmation in respect of that registration,

the retailer or distributor (as applicable) must keep a copy of the medical confirmation for:

(c) the period of time the person remains a customer of that retailer or distributor (as applicable) for the registered premises; and

(d) 110 business days from the date the person ceases to be a customer of that retailer or distributor (as applicable) for the registered premises.

Note

This rule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Retail Regulations).

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

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

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

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

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

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

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

(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* or *metering coordinator* (as applicable) for the *meter* installation at the small customer's premises.

Note

This subrule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(2) The small customer must pay the retailer in advance the retailer's (and, where appropriate, the *responsible person's* or *metering coordinator's* (as applicable)) 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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

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

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

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

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

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

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

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

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

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

(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 classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Energy Retail Regulations.)

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.

Note

This rule is classified as a tier 2 civil penalty provision under the National Energy Retail Regulations. (See clause 6 and Schedule 1 of the National Retail Regulations).

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.

Part 8B Notification of change of gas type

147C Definitions

In this Part:

biomethane has the same meaning as in the NGL.

change of gas type occurs when there is a change in the type of gas that may be supplied through a distribution system.

Note:

A change of gas type would occur, for example, if only natural gas is supplied through a distribution system and then a new facility capable of injecting hydrogen is connected to that system. This is because after the connection of that facility, customers may be supplied with a gas blend made up of natural gas and hydrogen. A change in the volume of primary gases that may be blended together to make a gas blend is not a change of gas type.

distribution system means, in relation to a service provider, its distribution system or part of its distribution system.

gas blend has the same meaning as in the NGL.

primary gas has the same meaning as in the NGL.

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

Note:

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

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

Note:

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

147D Distributor notice to small customers of change of gas type

(1) Subject to subrule (4), a distributor must, in accordance with this rule, notify a small customer by any appropriate means prior to a change of gas type in a distribution system to which that customer's premises are connected.

Note:

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

(2) A notice under subrule (1) must:

(a) be in clear, simple and concise language; and

(b) include:

(i) the transition date; and

(ii) the type of gas that may be supplied through the distribution system on and from the transition date; and

(iii) whether the change of gas type is for a fixed time period or on an on-going basis and, if the change of gas type is for a fixed time period, the last day of that period; and

(iv) if the type of gas that may be supplied through the distribution system is a gas blend, the primary gases that are blended together to make the gas blend; and

(v) the potential impact of the change of gas type on the volume of gas and the heating value of gas consumed by customers whose premises are connected to the distribution system, compared to the type of gas supplied to the customer immediately prior to the transition date; and

(vi) the contact details of the distributor; and

(c) be provided to the small customer prior to the transition date; and

(d) be provided in the form and manner required by the guidelines made by the AER (if any) under rule 147E.

(3) For the purposes of subrule (2)(b)(v), if the type of gas that may be supplied on and from the transition date is a gas blend, the potential impact on the volume of gas consumed and the heating value of that gas may be expressed as a range.

(4) A distributor is not required to provide a notice under subrule (1) if the change of gas type for the relevant distribution system is a change from:

(a) natural gas to biomethane or from natural gas to a gas blend comprised only of natural gas and biomethane; or

(b) biomethane or a gas blend comprised only of natural gas and biomethane to natural gas.

147E Guidelines

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

147F Publication of information on gas type

(1) A distributor must publish on its website:

(a) information on the type of gas that may be supplied through a distribution system; and

(b) if there is a change to the type of gas that may be supplied through a distribution system, the transition date.

(2) The information published under subrule (1) must:

(a) be expressed in clear, simple and concise language;

(b) be in a format that:

(i) makes it easy for a small customer to understand; and

(ii) enables a small customer to obtain the information relevant to their premises using the postcode or the address of their premises; and

(c) be kept up to date.

Note:

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

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 [Deleted]

168 [Deleted]

169 [Deleted]

170 [Deleted]

171 [Deleted]

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.

Part 13 Trial waivers, trial Rules and trial projects

Division 1 Preliminary

174 Purpose

(1) The purpose of this Part 13 is to make provision for:

(a) the granting of trial waivers by the AER to enable trial projects to be carried out;

(b) the information that is required to be provided to the AEMC in a request for the making of a trial Rule; and

(c) oversight and monitoring by the AER of trial projects that are carried out under trial waivers or trial Rules.

(2) For the purposes of this Part 13:

(a) **explicit informed consent** to participating in a trial project is given by a retail customer to a person carrying out, or involved in the carrying out, of a trial project where:

(i) the person, or another person acting on behalf of that person, has clearly, fully and adequately disclosed all matters relevant to the consent of the retail customer, including each specific purpose or use of the consent; and

(ii) the retail customer gives consent to participating in the trial project:

(A) in writing signed by that retail customer;

(B) by electronic communication generated by that retail customer; or

(C) verbally, so long as the verbal consent is recorded in such a way that it can be verified and made the subject of a record under paragraph (b).

(b) whenever a person is required to obtain explicit informed consent of a retail customer under this Part or under the *Trial Projects Guidelines*, the person must:

(i) create a record of each explicit informed consent in such format and including such information as will enable:

(A) the AER to verify the person's compliance with the relevant requirements under this Part or under the *Trial Projects Guidelines* relating to explicit informed consent; and

(B) the person to answer enquiries from a retail customer relating to the customer's explicit informed consent;

(ii) retain that record for at least the duration of the trial waiver or trial Rule (as applicable); and

(iii) on request by a retail customer and at no charge, provide the customer with access to a copy of the record of any explicit informed consent given by that customer.

(c) it is established that the required explicit informed consent is not obtained if:

(i) the retail customer raises the issue with the trial applicant either by asserting that the consent was not obtained or by requesting production of a record of the consent; and

(ii) the issue is so raised within 12 months after the date of commencement of the trial project; and

(iii) the trial applicant either admits that the consent was not obtained or does not produce a satisfactory record of the informed consent as soon as practicable, but in any event within 10 business days, after the issue is so raised.

(d) **retail customer** means a person who is a customer of a retailer or an exempt seller.

Division 2 Trial waivers

175 Application for a trial waiver

(1) An application for the grant of a trial waiver must be made to the AER in the form (if any) prescribed in the *Trial Projects Guidelines*.

(2) An application must contain the following information (the **information requirements**):

(a) details of the particular provisions of *the Law* and/or provisions of the Rules in respect of which the person seeks a trial waiver;

(b) identification of the *trial project confidential information*; and

(c) any other information specified in the *Trial Projects Guidelines*.

(3) After receiving an application for the grant of a trial waiver, the AER may, by notice in writing, request the applicant to provide, by a specified date, such further information as the AER may require in connection with the proposed trial project and the requested trial waiver.

(4) For the purposes of Part 8 Division 3 of *the Law*, information provided by an applicant to the AER in, or in connection with, an application for a trial waiver that is not identified as *trial project confidential information* is not information given to the AER in confidence. Disclosure of such information by the AER is authorised use and disclosure for the purposes of section 44AAF(2) of the *Competition and Consumer Act 2010* (Cth).

176 Initial consideration of a proposed trial waiver

(1) Subject to subrule (2), after receiving an application for the grant of a trial waiver, the AER may terminate its consideration of the application at any time if:

(a) the AER considers that the application does not comply with the information requirements;

(b) the applicant does not respond to a request for further information under rule 175(3) by the specified date, or the AER considers that the applicant has not provided a sufficient response to such a request;

(c) the AER considers that the proposed trial project can be carried out satisfactorily without a trial waiver; or

(d) the AER otherwise considers that the application is misconceived or lacking in substance.

(2) If, having regard to the matters set out in subrule (1), the AER considers that it should terminate its consideration of an application, the AER:

(a) must notify the applicant in writing that it has, and the reasons why it has, formed that view, and invite the applicant to make submissions or to provide further information within 5 business days; and

(b) must take account of any submissions or information so provided by the applicant before deciding to terminate its consideration of the application.

177 Consultation regarding a proposed trial waiver

(1) Subject to subrule (3), the AER must carry out public consultation in relation to a proposed trial waiver, unless it is satisfied that the proposed trial waiver and trial project:

(a) is unlikely to have an impact on other regulated entities; and

(b) is unlikely to have a direct impact on retail customers other than those who provide explicit informed consent to participate in the trial project.

(2) The AER must consult AEMO in relation to any potential impact of a proposed trial waiver and trial project on AEMO's operation of:

(a) the power system (as defined in the National Electricity Rules);

(b) the market (as defined in the National Electricity Rules);

(c) the declared distribution systems and declared transmission system for gas (as defined in the National Gas Law); or

(d) markets for gas.

(3) The *Trial Projects Guidelines* must specify the procedures by which the AER will carry out public consultation in relation to a proposed trial waiver.

178 Eligibility requirements

(1) In considering whether to grant a trial waiver, the AER must have regard to:

(a) whether the carrying out and monitoring of the trial project is likely to contribute to the development of regulatory and industry experience;

(b) whether the trial project may have an adverse effect on the safety, reliability or security of supply of energy and the measures that the applicant will take to avoid or mitigate such risks;

(c) whether the extent and nature of the *trial project confidential information* claimed by the applicant may impair:

(i) the AER's ability to provide appropriate public transparency in relation to the conduct and outcomes of trial projects; or

(ii) the appropriate development of regulatory and industry experience arising from the trial project; and

(d) any other matter required by *the Law*.

(2) In considering whether to grant a trial waiver, the AER may have regard to any other matter it considers relevant, including (but not limited to) any relevant consideration that may be specified in the *Trial Projects Guidelines*.

Note

Section 121C(2) of *the Law* requires the AER to have regard to the innovative trial principles (as defined in *the Law*) and any matter required by the Rules before making a determination on whether to grant a trial waiver.

179 Extension or variation of a trial waiver

(1) The AER, having regard to the matters set out in rules 178(1) and (2), may extend a trial waiver for a further specified period.

Note

Under section 121H(2) of *the Law*, the AER must have regard to the innovative trial principles (as defined in *the Law*) before granting an extension of a trial waiver. Under section 121H(1) of *the Law*, an extension of a trial waiver cannot exceed the period prescribed by the National Energy Retail Regulations.

(2) The *Trial Projects Guidelines* may provide for any additional mandatory requirements and any relevant considerations for the extension of a trial waiver.

(3) The AER may:

(a) prior to the scheduled expiry of a trial waiver, impose such further conditions, or modify the existing conditions, of the trial waiver with the agreement of the applicant; or

(b) if it extends a trial waiver, impose such further conditions, or modify or retain the existing conditions of the trial waiver, as it considers appropriate.

180 Evidence of a trial waiver

(1) A certificate signed by a person (or persons) authorised by the AER certifying that a person named in the certificate has been granted a trial waiver, and setting out:

(a) the extent and duration of the trial waiver; and

(b) any conditions subject to which the trial waiver was granted,

is evidence of the trial waiver.

(2) The AER must establish, maintain and publish on its website a register of all certificates issued under subrule (1).

Division 3 Trial Rules

181 Request for a trial Rule

(1) For the purposes of section 249(1)(a)(i) of *the Law*, a request for the making of a trial Rule must contain the following information:

(a) the name and address of the person making the request;

(b) a detailed outline of the proposed trial project;

(c) an explanation of how the proposed trial project will or is likely to lead to the achievement of the national energy retail objective;

(d) an explanation of the expected benefits and costs of the trial project for consumers and other market participants and the innovation that it may lead to;

(e) a description of the proposed trial Rule;

(f) a summary of the person's previous engagement with the AER, AEMO or any jurisdictional regulator in relation to the trial project;

(g) an explanation of why the trial Rule is needed in order to conduct the trial project;

(h) an explanation of how consumer protections will be maintained under the trial Rule, including whether and how the explicit informed consent of retail customers participating in the trial project will be obtained;

(i) the applicant's approach to consumer engagement and dispute management;

(j) an explanation of how risks to the safety, reliability and security of supply of energy will be avoided or mitigated;

(k) an explanation of whether the trial project may have an adverse effect on AEMO's operation of:

(i) the power system (as defined in the National Electricity Rules);

(ii) the market (as defined in the National Electricity Rules);

(iii) the declared distribution systems and declared transmission system for gas (as defined in the National Gas Law); or

(iv) markets for gas,

and if so, how such adverse effects will be avoided or mitigated;

(l) evidence that the person has the operational and financial ability to carry out the trial project;

(m) identification of the *trial project confidential information*;

(n) an explanation of how the trial Rule is likely to contribute to the development of regulatory and industry experience; and

(o) an outline of the trial closure process, and how participating retail customers will revert to their pre-existing supply arrangements after closure of the trial project.

(2) For the purposes of section 24 of the *Australian Energy Market Commission Establishment Act 2004* (SA) (as applied by section 223 of *the Law*), information provided by an applicant to the AEMC in, or in connection with, a request for the making of a trial Rule that is not identified as *trial project confidential information* is not information given to the AEMC in confidence.

Division 4 Monitoring of trial projects

182 Application

This Division applies in relation to trial projects conducted under trial waivers and trial Rules.

183 Early termination and opting out of trial projects

(1) The *Trial Projects Guidelines* must provide for processes by which and grounds upon which:

(a) a retail customer participating in a trial project may opt out of a trial project;

(b) the AER may:

(i) terminate a trial waiver before its scheduled expiry; or

(ii) recommend to the AEMC that the AEMC revoke a trial Rule before its scheduled expiry,

including provision for the AER to do so either on its own motion, or upon application by the trial applicant, a retail customer or Registered Participant (as defined under the National Electricity Rules) affected by the trial project, or AEMO; and

(c) a person to whom a trial waiver is granted must allow a retail customer to opt out of a trial project.

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 or family violence.

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 such as our customer hardship policy and *family violence policy* are on our website [permitted alteration: insert retailer's website address].

1 THE PARTIES

This contract is between:

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

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

2 DEFINITIONS AND INTERPRETATION

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

(b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

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

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

(a) you are a residential customer; or

(b) you are a business customer who is a small customer; and

(c) you request us to sell energy to you at your premises; and

(d) you are not being sold energy for the premises under a market retail contract.

3.3 Electricity or gas

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

(b) Where this contract relates to gas, you can find information on the type of gas that may be supplied to you under this contract on your distributor's website.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

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

4.2 When does this contract end?

(a) This contract ends:

(i) if you give us a notice stating you wish to end the contract—subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days notice; or

(ii) if you are no longer a small customer:

(A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days notice; or

(B) if you have not told us of a change in the use of your energy—from the time of the change in use; or

(iii) if we both agree to a date to end the contract—on the date that is agreed; or

(iv) if you start to buy energy for the premises:

(A) from us under a market retail contract—on the date the market retail contract starts; or

(B) from a different retailer under a customer retail contract – on the date the customer retail contract starts; or

(v) if a different customer starts to buy energy for the premises—on the date that customer's contract starts; or

(vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection—10 business days from the date of disconnection.

(b) If you do not give us safe and unhindered access to the premises to conduct a final *meter* reading (where relevant), this contract will not end under paragraph (a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.

(c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

(a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.

(b) When we receive the notice, we must use our best endeavours to arrange for the reading of the *meter* on the date specified in your notice (or as soon as possible after that date if you do not provide access to your *meter* on that date) and send a final bill to you at the forwarding address stated in your notice.

(c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

(a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your *meter*.

(b) In return, you agree:

(i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and

(ii) to pay the amounts billed by us under this contract; and

(iii) to meet your obligations under this contract and the energy laws.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises and, where we sell you gas, provision of metering equipment. This is the role of your distributor under a separate contract called a customer connection contract.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

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

6.2 Updating information

You must tell us promptly if:

(a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises); or

(b) you are aware of any change that materially affects access to your *meter* or to other equipment involved in providing *metering* services at the premises.

6.3 Life support equipment

(a) If a person living or intending to live at your premises requires *life support equipment*, you must:

(i) register the premises with us or your distributor; and

(ii) provide *medical confirmation* for the premises.

(b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to us or your distributor.

(c) You must tell us or your distributor if the *life support equipment* is no longer required at the premises.

(d) If you tell us that a person living or intending to live at your premises requires *life support equipment*, we must give you:

(i) at least 50 business days to provide *medical confirmation* for the premises;

(ii) general advice that there may be a *distributor planned interruption*, *retailer planned interruption* or *unplanned interruption* to the supply of energy to the premises;

(iii) at least 4 business days' notice in writing of any *retailer planned interruption* to the supply of electricity to the premises unless we have obtained your explicit consent to the *interruption* occurring on a specified date;

(iv) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and

(v) emergency telephone contact numbers.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you

take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

7 OUR LIABILITY

7.1 All customers

(a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a *relevant authority*.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.

(c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

7.2 Customers who export electricity to the grid

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

8 PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

(a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.

(b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note:

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

8.2 Changes to tariffs and charges

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

(a1) We will also:

(i) notify you at least five business days before the variation in the tariffs and charges are to apply to you; and

(ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.

(a2) The notice must:

(i) specify that your tariffs and charges are being varied;

(ii) specify the date on which the variation will come into effect;

(iii) identify your existing tariffs and charges inclusive of GST;

(iv) identify your tariffs and charges as varied inclusive of GST;

(v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and

(vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.

(a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):

(i) where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;

(ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;

(iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or

(iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

(a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of a tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4), the reference to:

(i) "are being varied" in paragraph (a2)(i) is taken to be "are being varied or have been varied (whichever is applicable)"; and

(ii) "will come into effect" in paragraph (a2)(ii) is taken to be "will come into effect or has come into effect (whichever is applicable)".

(b) Our standing offer prices will not be varied more often than once every 6 months.

8.3 Variation of tariff due to change of use

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

(a) if you notify us there has been a change of use—from the date of notification; or

(b) if you have not notified us of the change of use—retrospectively from the date the change of use occurred.

8.4 Variation of tariff or type of tariff on request

(a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.

(b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:

(i) transfer you to that other tariff within 10 business days; or

(ii) transfer you to that other type of tariff from the date the *meter* is read or the type of *meter* is changed (if needed).

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

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

8.6 GST

(a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.

(b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

9 BILLING

9.1 General

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

(a) to you at the address nominated by you; or

(b) to a person you have authorised in writing (or using your preferred communication method, if you are affected by *family violence*) to act on your behalf, at the address specified by you.

9.2 Calculating the bill

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

(a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your *meter* or otherwise in accordance with the Rules); and

(b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and

(c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

9.3 Estimating the energy usage

(a) We may estimate the amount of energy consumed at your premises if your *meter* cannot be read, if your *metering data* is not obtained (for example, if access to the *meter* is not given or the *meter* breaks down or is faulty), or if you otherwise consent.

(b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:

(i) clearly state on the bill that it is based on an estimation; and

(ii) when your *meter* is later read, adjust your bill for the difference between the estimate and the energy actually used.

(c) If the later *meter* read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the *meter* was not read (if less than 12 months), or otherwise over 12 months.

(d) If the *meter* has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the *meter*, we will comply with your request but may charge you any cost we incur in doing so.

9.4 Your historical billing information

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

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

(b) in the previous 12 months, where this contract relates to gas.

9.4A Your electricity (only) consumption and export information

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

(a) we have already given you this information 4 times in the previous 12 months; or

(b) the information requested is different in manner or form to any minimum requirements we are required to meet; or

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

9.5 Bill smoothing

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

10 PAYING YOUR BILL

10.1 What you have to pay

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

10.2 Issue of reminder notices

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

10.3 Difficulties in paying

(a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

(b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years (unless you are affected by *family violence* and the non-payment or illegal use of energy were partly or wholly caused by someone else).

(c) Additional protections may be available to you under our customer hardship policy, our *family violence policy* and under the National Energy Retail Law and the Rules if you are experiencing payment difficulties due to hardship or are affected by *family violence*. Our customer hardship policy and *family violence policy* are available on our website.

10.4 Late payment fees

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

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

11 METERS

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

(i) reading, testing, maintaining, inspecting or altering any *metering* installation at the premises; and

(ii) calculating or measuring energy supplied or taken at the premises; and

(iii) checking the accuracy of *metered* consumption at the premises; and

(iv) replacing *meters*.

(b) We will use our best endeavours to ensure that a *meter* reading is carried out as frequently as is needed to prepare your bills, consistently with the *metering rules* and in any event at least once every 12 months.

(c) If we or our representatives seek access to the premises under paragraph (a), we will:

(i) comply with all relevant requirements under the energy laws; and

(ii) carry or wear official identification; and

(iii) show the identification if requested.

(d) If we propose to replace your electricity *meter* we must give you a notice with the right to elect not to have your *meter* replaced unless:

(i) your *meter* is faulty or sample testing indicates it may become faulty; or

(ii) you have requested or agreed to the replacement of your *meter*.

11A INTERRUPTION TO ELECTRICITY SUPPLY

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

(a) We may arrange *retailer planned interruptions* to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of an electricity *meter*.

(b) If your electricity supply will be affected by a *retailer planned interruption* arranged by us and clause 6.3(d)(iii) does not apply:

(i) we may seek your explicit consent to the *interruption* occurring on a specified date; or

(ii) we may seek your explicit consent to the *interruption* occurring on any day within a specified 5 business day range; or

(iii) otherwise, we will give you at least 4 business days notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.

11A.2 Your right to information about planned interruptions

(a) If you request us to do so, we will use our best endeavours to explain a *retailer planned interruption* to the supply of electricity to the premises which was arranged by us.

(b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:

(i) the written explanation; or

(ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

(c) For *interruptions* made by your distributor, we may refer you to your distributor to provide information.

12 UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

(a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

(i) we will not charge interest on the undercharged amount; and

(ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

(b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

(a) Where you have been overcharged by less than [required alteration: insert current overcharge threshold], and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by [required alteration: insert current overcharge threshold] or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

(c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

(d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

12.3 Reviewing your bill

(a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

(b) If you ask us to, we must arrange for a check of the *meter* reading or *metering data* or for a test of the *meter* in reviewing the bill. However, you may be required to pay for the cost of the check or test, if the check or test shows that the *meter* or *metering data* was not faulty or incorrect.

(c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:

(i) the portion of the bill that you do not dispute; or

(ii) an amount equal to the average of your bills in the last 12 months.

13 SECURITY DEPOSITS

13.1 Security deposit

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

13.2 Interest on security deposits

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

13.3 Use of a security deposit

(a) We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract:

(i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or

(ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).

(b) If we use your *security deposit* or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

13.4 Return of security deposit

(a) We must return your *security deposit* and any accrued interest in the following circumstances:

(i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the *pay-by dates* on our initial bills; or

(ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.

(b) If you do not give us any reasonable instructions, we will credit the amount of the *security deposit*, together with any accrued interest, to your next bill.

14 DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

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

(a) you do not pay your bill by the *pay-by date* and, if you are a residential customer, you:

(i) fail to comply with the terms of an agreed payment plan; or

(ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;

(b) you do not provide a *security deposit* we are entitled to require from you; or

(c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or

(d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or

(e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or

(f) we are otherwise entitled or required to do so under the Rules or by law.

14.2 Notice and warning of disconnection

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

14.3 When we must not arrange disconnection

(a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):

(i) on a business day before 8.00am or after 3.00pm; or

(ii) on a Friday or the day before a public holiday; or

(iii) on a weekend or a public holiday; or

(iv) on the days between 20 December and 31 December (both inclusive) in any year; or

(v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

(b) Your premises may be disconnected within the protected period:

(i) for reasons of health and safety; or

(ii) in an emergency; or

(iii) as directed by a *relevant authority*; or

(iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

(v) if you request us to arrange disconnection within the protected period; or

(vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or

(vii) where the premises are not occupied.

15 RECONNECTION AFTER DISCONNECTION

(a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:

(i) you ask us to arrange for reconnection of your premises; and

(ii) you rectify the matter that led to the disconnection; and

(iii) you pay any reconnection charge (if requested).

(b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16 WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

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

(a) illegally use energy supplied to your premises; or

(b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or

(c) use the energy supplied to your premises or any energy equipment in a manner that:

(i) unreasonably interferes with the connection or supply of energy to another customer; or

(ii) causes damage or interference to any third party; or

(d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or

(e) tamper with, or permit tampering with, any *meters* or associated equipment.

17 NOTICES AND BILLS

(a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.

(b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

(i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or

(ii) on the date 2 business days after it is posted; or

(iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

(c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18 PRIVACY ACT NOTICE

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

19 COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

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

Note:

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

19.2 Our obligations in handling complaints

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

(a) of the outcome of your complaint and the reasons for our decision; and

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

20 FORCE MAJEURE

20.1 Effect of force majeure event

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

(a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and

(b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

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

20.3 Obligation to overcome or minimise effect of force majeure event

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

20.4 Settlement of industrial disputes

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

21 APPLICABLE LAW

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

22 RETAILER OF LAST RESORT EVENT

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

23 GENERAL

23.1 Our obligations

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

(a) we are taken to have complied with the obligation if another person does it on our behalf; and

(b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

(a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.

(b) We must publish any amendments to this contract on our website.

Simplified explanation of terms

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

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

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

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

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

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

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

distributor planned interruption means an *interruption* for:

(a) the planned maintenance, repair or augmentation of the transmission system; or

(b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a *meter* (excluding a *retailer planned interruption*); or

(c) the installation of a new connection or a connection alteration;

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

energy means electricity or gas;

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

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

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

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

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

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

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

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

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

retailer planned interruption means an *interruption* that:

(a) is for the purposes of the installation, maintenance, repair or replacement of an electricity *meter*; and

(b) does not involve the distributor effecting the *interruption*; and

(c) is not an *interruption* which has been planned by your distributor.

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

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

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

small customer means:

(a) a residential customer; or

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

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

type of gas means a primary gas specified under the National Gas Law (for example, natural gas) or a blend of primary gases (for example, a blend of natural gas and hydrogen).

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. 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 use supply services 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 premises are 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 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 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. 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 supply 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.

6.4 Life support equipment

(a) If a person living or intending to live at your premises requires *life support equipment*, you must:

(i) register the premises with your retailer or with us; and

(ii) provide *medical confirmation* for the premises.

(b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to us or your retailer.

(c) You must tell us or your retailer if the *life support equipment* is no longer required at the premises.

(d) If you tell us that a person living or intending to live at your premises requires *life support equipment*, we must give you:

(i) at least 50 business days to provide *medical confirmation* for the premises; and

(ii) general advice that there may be a *distributor planned interruption*, *retailer planned interruption* or *unplanned interruption* to the supply of energy to the premises; and

(iii) at least 4 business days' notice in writing of any *distributor planned interruptions* to the supply of energy to the premises unless we have obtained your explicit consent to the *interruption* occurring on a specified date; and

(iv) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and

(v) emergency telephone contact numbers.

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 use supply services 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 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 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.

(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 our services, their 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.

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 SERVICES

10.1 We 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.

10.2 Distributor planned interruptions (maintenance, repair, etc)

(a) We may make *distributor 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 *distributor planned interruption* and clause 6.4(d)(iii) does not apply:

(i) we may seek your explicit consent to the *interruption* occurring on a specified date; or

(ii) we may seek your explicit consent to the *interruption* occurring on any day within a specified 5 business day range; or

(iii) otherwise, we will give you at least 4 business days notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.

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.

(c) For any *retailer planned interruption* arranged by your retailer, we may refer you to your retailer to provide information.

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

11.1 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 services 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) you fail to pay any direct charges (where relevant) to us under this contract; or

(d) 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) 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) 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) required to do so at the direction of a *relevant authority*; or

(i) 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.

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.

15.2A 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.

15.2B Access to information - gas only

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 customer connection services under this contract, including supply services, 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 supply services;

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

distributor 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 a *meter* (excluding a *retailer planned interruption*); or

(c) the installation of a new connection or a connection alteration;

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

energy means electricity or gas (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;

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

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

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;

retailer planned interruption means an *interruption* that:

(a) is for the purposes of the installation, maintenance, repair or replacement of an electricity *meter*; and

(b) does not involve the distributor effecting the *interruption*; and

(c) is not a *distributor planned interruption*.

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 a 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 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.

Part 5 Rules consequential on the making of National Energy Retail Amendment (Customer access to information about their consumption) Rule 2014

1 Definitions

Amending Rule means National Energy Retail Amendment (Customer access to information about their energy consumption) Rule 2014.

required alterations means the amendments set in Schedule 2 of the Amending Rule.

2 Variation date

Retailers and distributors must make the required alterations to their standard retail contracts and standard connection contracts respectively by 28 February 2016.

3 Effective date

The required alterations must take effect no later than 1 March 2016.

Part 6 Rules consequential on the making of the National Energy Retail Amendment (Expanding competition in metering and related services) Rule 2015

1 Definitions

In this Part:

Amending Rule means the National Energy Retail Amendment (Expanding competition in metering and related services) Rule 2015.

effective date means 1 December 2017.

required alterations means the amendments set out in Schedule 2 of the Amending Rule.

2 Variation Date

(1) Retailers and distributors must make the required alterations to their standard retail contracts and standard connection contracts by the effective date.

(2) Alterations made under subrule (1) must take effect on and from the effective date.

Part 7 Rules consequential on the making of the National Energy Retail Amendment (Improving the accuracy of customer transfers) Rule 2017

1 Definitions

In this Part:

Amending Rule means the National Energy Retail Amendment (Improving the accuracy of customer transfers) Rule 2017.

commencement date means the date of commencement of Schedule 1 of the Amending Rule.

2 Retail Market Procedures

(1) By the commencement date AEMO must amend the Retail Market Procedures, as required, to take account of the Amending Rule.

Part 8 Rules consequential on the making of the National Energy Retail Amendment (Notification of end of fixed benefit period) Rule 2017

1 Definitions

In this Part:

Amending Rule means the National Energy Retail Amendment (Notification of end of fixed benefit period) Rule 2017.

2 Benefit change notice guidelines

(1) By 1 July 2018, the AER must make the benefit change notice guidelines in accordance with the retail consultation procedures.

3 Benefit change notice requirements

(1) A retailer is not required to comply with rule 48A in respect of a benefit change under any market retail contract if that benefit change will occur less than 20 business days after Schedule 1 of the Amending Rule commences operation.

(2) Subject to subrule (3), a retailer is not required to comply with rule 48A(2)(c) or rule 48A(4) until 1 October 2018.

(3) If the AER publishes its first benefit change notice guidelines under this Part 8 before 1 July 2018 a retailer must use its best endeavours to comply with rule 48A(2)(c) and rule 48A(4) as soon as practicable after the AER publishes those guidelines but in any event must comply with rule 48A(2)(c) and rule 48A(4) no later than 1 October 2018.

Part 9 Rules consequential on the making of the National Energy Retail Amendment (Strengthening protections for customers requiring life support equipment) Rule 2017

1 Definitions

(1) In this Part:

Amending Rule means the National Energy Retail Amendment (Strengthening protections for customers requiring life support equipment) Rule 2017.

deemed life support customer means a customer whose premises are registered as having *life support equipment* as at the start date, but who has not provided a distributor or a retailer with medical confirmation prior to the effective date.

effective date means 1 February 2019.

existing life support customer means a customer whose premises are registered as having *life support equipment* as at the effective date.

medical confirmation in respect of a customer, means confirmation from a registered medical practitioner that a person residing at that customer's premises requires *life support equipment*.

new Part 7 means Part 7 of the Rules as in force immediately after the effective date.

new subrule 124(1)(a) means subrule 124(1)(a) of the Rules as in force immediately after the effective date.

new subrule 124(1)(b) means subrule 124(1)(b) of the Rules as in force immediately after the effective date.

new subrule 124(1)(c) means subrule 124(1)(c) of the Rules as in force immediately after the effective date.

new subrule 124(4)(a) means subrule 124(4)(a) of the Rules as in force immediately after the effective date.

new subrule 124(4)(b) means subrule 124(4)(b) of the Rules as in force immediately after the effective date.

new subrule 124(4)(c) means subrule 124(4)(c) of the Rules as in force immediately after the effective date.

new rule 124A means rule 124A of the Rules as in force immediately after the effective date.

new subrule 125(4) means subrule 125(4) of the Rules as in force immediately after the effective date.

new subrule 125(5) means subrule 125(5) of the Rules as in force immediately after the effective date.

registered life support customer means a customer whose premises are registered as having *life support equipment* as at the start date, but who has not provided a distributor or a retailer with medical confirmation prior to the start date.

required alterations means the amendments set out in Schedule 2 of the Amending Rule.

start date means 1 February 2018.

transition period means the period starting from the start date until, but not including, the effective date.

transitional distributor life support customer means a customer who advises a distributor during the transition period that a person residing at the customer's premises requires *life support equipment*, but does not provide the distributor with medical confirmation prior to the effective date.

transitional retailer life support customer means a customer who advises a retailer during the transition period that a person residing at the customer's premises requires *life support equipment*, but does not provide the retailer with medical confirmation prior to the effective date.

(2) Italicised terms used in this Part have the same meaning as in new Part 7.

2 Application of Part 7 of Rules during the transition period

(1) During the transition period, a transitional retailer life support customer is taken to have provided the retailer with medical confirmation for the purposes of subrule 124(1A)(b).

(2) During the transition period, a transitional distributor life support customer is taken to have provided the distributor with medical confirmation for the purposes of subrule 125(1)(b).

(3) During the transition period:

(a) a registered life support customer is taken to have provided the retailer with medical confirmation for the purposes of subrule 124(1A)(b); and

(b) a registered life support customer's retailer is taken to have advised the distributor for the purposes of subrule 125(1)(a) that a person residing at the customer's premises requires *life support equipment*.

(4) During the transition period, a retailer is not required to comply with subrules 124(1)(b) or 124(1)(e) in respect of registered life support customers.

(5) During the transition period, a distributor is not required to comply with subrules 125(2)(b) or 125(2)(e) in respect of registered life support customers.

3 Application of new Part 7 of Rules to existing life support customers

(1) Where an existing life support customer (other than a deemed life support customer, transitional distributor life support customer or transitional retailer life support customer) has provided a retailer with medical confirmation prior to the effective date, on and from the effective date:

(a) the customer's premises is taken to be registered in accordance with new subrule 124(1)(a);

(b) the retailer is taken to have notified the distributor for the purposes of new subrule 124(1)(c);

(c) the customer is taken to have given *medical confirmation* to the retailer for the purposes of new Part 7;

(d) the retailer is not required to comply with new subrule 124(1)(b) in respect of that existing life support customer; and

(e) new rule 124A and new subrule 125(4) do not apply in respect of that existing life support customer.

(2) Where an existing life support customer (other than a deemed life support customer, transitional distributor life support customer or transitional retailer life support customer) has provided a distributor with medical confirmation prior to the effective date, on and from the effective date:

(a) the customer's premises is taken to be registered in accordance with new subrule 124(4)(a);

(b) the distributor is taken to have notified the retailer for the purposes of new subrule 124(4)(c);

(c) the customer is taken to have given *medical confirmation* to the distributor for the purposes of new Part 7;

(d) the distributor is not required to comply with new subrule 124(4)(b) in respect of that existing life support customer; and

(e) new rule 124A and new subrule 125(5) do not apply in respect of that existing life support customer.

(3) Where an existing life support customer is a deemed life support customer or a transitional retailer life support customer, on and from the effective date:

(a) the customer's premises is taken to be registered in accordance with new subrule 124(1)(a);

(b) the retailer is taken to have notified the distributor for the purposes of new subrule 124(1)(c);

(c) subject to subrule (3)(f), the retailer is not required to comply with new subrule 124(1)(b) in respect of that existing life support customer;

(d) the retailer may deregister a customer's premises pursuant to new subrule 125(4) where a deemed life support customer or transitional retailer life support customer has not provided *medical confirmation* to the retailer;

(e) other than where the retailer has determined to deregister the existing life support customer in accordance with subrule (3)(d), the retailer is not required to comply with new rule 124A in respect of that existing life support customer; and

(f) where the retailer is required to comply with new rule 124A under subrule (3)(e), the retailer must provide the customer with the information and documentation required by new subrule 124(1)(b)(i)-(vii) prior to seeking *medical confirmation* under new rule 124A.

(4) Where an existing life support customer is a transitional distributor life support customer, on and from the effective date:

(a) the customer's premises is taken to be registered in accordance with new subrule 124(4)(a);

(b) the distributor is taken to have notified the retailer for the purposes of new subrule 124(4)(c);

(c) subject to subrule (4)(f), the distributor is not required to comply with new subrule 124(4)(b) in respect of that existing life support customer;

(d) the distributor may deregister a customer's premises pursuant to new subrule 125(5) where a transitional distributor life support customer has not provided *medical confirmation* to the distributor;

(e) other than where the distributor has determined to deregister the existing life support customer in accordance with subrule (4)(d), the distributor is not required to comply with new rule 124A in respect of that existing life support customer; and

(f) where the distributor is required to comply with new rule 124A under subrule (4)(e), the distributor must provide the customer with the information and documentation required by new subrule 124(4)(b)(i)-(vii) prior to seeking *medical confirmation* under new rule 124A.

4 Variation date

(1) Retailers and distributors must make the required alterations to their standard retail contracts and deemed standard connection contracts by the effective date.

(2) Alterations made under subrule (1) must take effect on and from the effective date.

Part 10 Rules consequential on the making of the National Energy Retail Amendment (Advance notice of price changes) Rule 2018

1 Definitions

effective date means 1 February 2019.

2 Variation date

(1) Retailers must make the required alterations to their standard retail contracts by the effective date.

(2) Alterations made under subrule (1) must take effect on and from the effective date.

Part 11 Rules consequential on the making of the National Energy Retail Amendment (Strengthening protections for customers in hardship) Rule 2018

1 Definitions

In this Part:

Amending Rule means the National Energy Retail Amendment (Strengthening protections for customers in hardship) Rule 2018.

existing customer hardship policy means a retailer's customer hardship policy that, as at the effective date, has been approved by the AER under section 45 of *the Law*.

effective date means 15 November 2018.

first customer hardship policy guideline means the first customer hardship policy guideline made by the AER under rule 75A.

updated customer hardship policy has the meaning given in subrule 3(2)(a).

2 The first customer hardship policy guideline

(1) The AER must make and publish the first customer hardship policy guideline in accordance with the retail consultation procedure by no later than 1 April 2019.

3 Application of new rules 75A and 75B to customer hardship policies

(1) A retailer is not required to comply with rules 75A and 75B until 2 April 2019.

(2) Where a retailer has an existing customer hardship policy, the retailer is taken to have complied with rule 75B if:

(a) within 2 months of the AER publishing the first customer hardship policy guideline, it has submitted a customer hardship policy to replace its existing customer hardship policy in accordance with the requirements in rule 75B(1) for approval by the AER (updated customer hardship policy); and

(b) within 2 months from the date the AER has approved the retailer's updated customer hardship policy, the policy is implemented and published by the retailer on its website.

(3) Nothing in this Part 10 relieves a retailer of their obligations under rule 75B(2) in respect of any subsequent amendment to the customer hardship policy guideline after the retailer's updated customer hardship policy has been approved by the AER.

4 AER approval of updated customer hardship policy

(1) The AER must approve an updated customer hardship policy submitted in accordance with rule 3 subrule (2)(a) within 2 months after the date the AER receives the updated customer hardship policy.

Part 12 Rules consequential on the making of Schedule 2 of the National Energy Retail Amendment (Metering installation timeframes) Rule 2018

1 Definitions

(1) In this Part:

Amending Rule means the National Energy Retail Amendment (Metering installation timeframes) Rule 2018.

effective date means 1 February 2019, immediately after the commencement of Schedules 1 and 2 of the National Energy Retail Amendment (Strengthening protections for customers requiring life support equipment) Rule 2017 No. 3.

required alterations means the amendments required by Schedule 2 of the Amending Rule to standard retail contracts and deemed standard connection contracts as in force from the effective date.

2 Variation date

(1) Retailers must make the required alterations to their standard retail contracts by the effective date.

(2) Distributors must make the required alterations to their deemed standard connection contracts by the effective date.

(3) Alterations made under subrules (1) and (2) must take effect on and from the effective date.

Part 12A Rules consequential on the making of the National Energy Retail Amendment (Reducing customers' switching times) Rule 2019

1 Definitions

(1) In this Part:

Amending Rule means the National Energy Retail Amendment (Reducing customers' switching times) Rule 2019.

effective date means 19 March 2020.

required alterations means the amendments set out in Schedule 1 of the Amending Rule.

2 Variation date

(1) Retailers must make the required alterations to their standard retail contracts by the effective date.

(2) Alterations made under subrule (1) must take effect on and from the effective date.

Part 12B Rules consequential on the making of the National Energy Retail Amendment (Regulating conditional discounting) Rule 2020 No. 1

1 Definitions

(1) In this Part:

commencement date means 1 July 2020.

2 Existing contracts with small customers

Rules 46C and 52B do not apply with respect to a customer retail contract entered into prior to the commencement date.

Part 13 Rules consequential on the making of Schedule 2 of the National Energy Retail Amendment (Minor changes) Rule 2019

1 Definitions

(1) In this Part:

Amending Rule means the National Energy Retail Amendment (Minor changes) Rule 2019.

effective date means 19 March 2020.

required alterations means the amendments set out in Schedule 2 of the Amending Rule.

2 Variation date

(1) Retailers must make the required alterations to their standard retail contracts by the effective date.

(2) Alterations made under subrule (1) must take effect on and from the effective date.

Part 14 Rules consequential on the making of the National Energy Retail Amendment (Introduction of metering coordinator planned interruptions) Rule 2020

1 Definitions

(1) In this Part:

Amending Rule means the National Energy Retail Amendment (Introduction of metering coordinator planned interruptions) Rule 2020.

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

required alterations means the amendments required by Schedule 2 of the Amending Rule to standard retail contracts and deemed standard connection contracts as in force from the effective date.

2 Variation date

(1) Retailers must make the required alterations to their standard retail contracts by the effective date.

(2) Distributors must make the required alterations to their deemed standard connection contracts by the effective date.

(3) Alterations made under subrules (1) and (2) must take effect on and from the effective date.

Part 15 Rules consequential on the making of the National Energy Retail Amendment (Maintaining life support customer registration when switching) Rule 2021

1 Definitions

(1) In this Part:

commencement date means 4 March 2021.

medical confirmation has the same meaning as in rule 123A.

New rule 126A means Rule 126(A) of the Rules as in force immediately after the commencement date.

2 Application of New rule 126A

(1) New rule 126A does not apply with respect to any medical confirmation received prior to, but not held on, the commencement date by a retailer or distributor (as applicable).

Part 16 Rules consequential on the making of the National Energy Retail Amendment (Bill contents and billing requirements) Rule 2021 No. 2

1 Billing guideline

(1) By 1 April 2022, the AER must make the billing guideline under rule 25A of the Rules as in force on 4 August 2022 in accordance with the retail consultation procedure.

(2) The AER may specify in the billing guideline made under subrule (1) different commencement dates for different provisions in the billing guideline, provided that all provisions in the billing guideline commence by 30 September 2023.

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.

Part 18 Rules consequential on the making of the National Energy Retail Amendment (Protecting customers affected by family violence) Rule 2022

1 Definitions

In this Part:

Amending Rule means the *National Energy Retail Amendment (Protecting customers affected by family violence) Rule 2022*.

commencement date means 1 May 2023.

2 Variation date

(1) Retailers must make the amendments required by Schedule 3 of the Amending Rule to their standard retail contracts by the commencement date.

(2) Alterations made under subrule (1) must take effect on and from the commencement date.

Part 19 2024 Savings and Transitional Rules

Division 1 Rules consequential on the making of the National Energy Retail Amendment (Harmonising the national energy rules with the updated national energy objectives) Rule 2024

1 Definitions

In this Division:

Amending Act means the *Statutes Amendment (National Energy Laws) (Emissions Reductions Objectives) Act 2023*.

Amending Rule means the *National Energy Retail Amendment (Harmonising the national energy rules with the updated national energy objectives) Rule 2024*.

distribution consultation procedures means the procedures set out in Part G of Chapter 6 of the National Electricity Rules (provided that any reference to the Rules in the distribution consultation procedures is taken to be a reference to the National Energy Retail Rules made under Part 10 of *the Law*).

2 Updates to AER guidelines

(1) By no later than 1 July 2024, the AER must commence the process for updating and publishing any instruments and guidelines required under these Rules to take into account the Amending Act and the Amending Rule.

(2) The AER must undertake consultation on the instruments and guidelines in subrule (1) using the distribution consultation procedures, and may do so as either:

(a) a single process; or

(b) multiple processes, applied to each instrument or guideline separately or in groups.

Division 2 Rules consequential on the making of the National Energy Retail Amendment (Other Gases) Rule 2024

3 Definitions

In this Part:

Amending Rule means the *National Energy Retail Amendment (Other Gases) Rule 2024*.

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

effective date means the date of commencement of Schedule 1 of the Amending Rule.

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

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

new rule 147F means rule 147F as in force on and from the effective date.

required alterations means the amendments required by Schedule 1 of to the Amending Rule to standard retail contracts.

4 Variation date – standard retail contracts

(1) Retailers must make the required alterations to their standard retail contracts by the effective date.

(2) Alterations made under subrule (1) must take effect on and from the effective date.

5 Variation date – market retail contracts

(1) Subject to subrule (2), new rule 49B does not apply with respect to a market retail contract entered into prior to the effective date.

(2) New rule 49B applies to a market retail contract entered into prior to the effective date if, after the effective date, that contract is varied.

6 Notice of change of gas type (rule 147D)

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

7 Publication of information on gas type (rule 147F)

A distributor must comply with new rule 147F no later than the effective date.