National Energy Retail Rules Version 37

Historical Information

This version of the National Energy Retail Rules was current from 01-05-2023 to 16-08-2023

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.)