

# National Energy Retail Rules

Indicative mark up of changes proposed to be made by the *Draft National Energy Retail Amendment (Unlocking CER benefits through flexible trading) Rule 2024*

**Note:**

This is an indicative version of the changes to the National Energy Retail Rules proposed to be made by the *Draft National Energy Retail Amendment (Unlocking CER benefits through flexible trading) Rule 2024*. It comprises extracts from the National Energy Retail Rules.

This document is provided for information purposes only. The actual amendments are set out in the *Draft National Energy Retail Amendment (Unlocking CER benefits through flexible trading) Rule 2024*.

The Australian Energy Market Commission does not guarantee the accuracy, reliability or completeness of this indicative mark-up of the National Energy Retail Rules.

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## Part 1 Preliminary

### 3 Definitions

**Note—**

***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 or, where a person residing at the premises requires life support equipment, to any secondary settlement point within the 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.

***meter***, in relation to a customer, means ~~at~~ the device that measures the quantity of energy passing through a point at which energy is supplied to or by the customer# or records the consumption of energy at the customer's premises;

***primary retailer*** – means, in relation to a customer:

- (a) in relation to electricity:
  - (i) for a small customer, the financially responsible retailer for the customer's premises; and
  - (ii) for a large customer, the retailer that is financially responsible for the connection point between the distribution system and the customer's premises; and
- (b) in relation to gas – the financially responsible retailer for the customer's premises.

***secondary meter*** means a *meter* for a *secondary settlement point*.

***secondary settlement arrangement***, in the case of electricity – means metering data from one or more secondary settlement points within a customer's premises is used to calculate the customer's bill.

***secondary settlement point*** has the same meaning as "*secondary settlement point*" in the *NER*.

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## 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) A business customer's primary retailer~~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) A~~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:<sup>5</sup>

(a) 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; and-

(b) where permitted by the NER, a person other than the customer's primary retailer may be financially responsible for a secondary settlement point at premises that have been aggregated for the purposes of this rule.

## 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 as the customer's primary retailer 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 primary retailer ~~retailer~~ must classify the customer accordingly.
- (3) The primary retailer ~~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 customer's primary retailer ~~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 customer's primary retailer ~~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 customer's primary retailer ~~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.

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## 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 ~~the customer's primary retailer~~ the customer's primary 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 ~~customer's primary retailer~~ customer's primary 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 customer's primary retailer~~ 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 ~~customer's primary retailer~~ 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 ~~customer's primary retailer~~ 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.

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- (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 ~~a the customer's~~ retailer for the customer's premises or in accordance with accepted industry practice.



## Part 2 Customer retail contracts

### 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* ~~for 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.

### 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~~ any meter used to calculate the bill; 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~~ a *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).

**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 relating to~~ 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 the 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.

**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 all required *meter* readings were the *meter* reading was obtained; or
- (b) where the transfer requires a change to ~~the a~~ *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.

## Division 9A      **Retailer interruption to supply - electricity**

### 59B      **Definitions**

In this Division:

**retailer planned interruption** means an *interruption* of the supply of electricity to the premises of a customer including, where a person residing at the premises requires life support equipment, to any secondary settlement point within the premises, 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 retailer planned *interruption*; and
- (c) is not a *distributor planned interruption*.

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

- (1) A customer's primary retailer ~~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

### 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);
  - (a2) if a *secondary settlement arrangement* is proposed for the small customer's premises, any associated terms and conditions including prices, charges and benefits and any requirements for operational control by the retailer or the distributor of equipment within the customer's premises;
  - (b) the commencement date and duration of the contract, the availability of extensions, and the termination of the contract if the customer moves out during the term of the contract;
  - (c) if any requirement is to be or may be complied with by an electronic transaction—how the transaction is to operate and, as appropriate, an indication that the customer will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;
  - (d) the rights that a customer has to withdraw from the contract during the *cooling off period*, including how to exercise those rights;
  - (e) the customer's right to complain to the retailer in respect of any energy marketing activity of the retail marketer conducted on behalf of the retailer and, if the complaint is not satisfactorily resolved by the retailer, of the customer's right to complain to the energy ombudsman.
- (2) The required information, when given in a written disclosure statement, must include or be accompanied by a copy of the market retail contract.

## Part 4 Relationship between distributors and customers

### 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 customer's primary retailer ~~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.

### 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 customer's primary retailer ~~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.



## 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.

**Note:**

Where a large customer has different retailers for supply to its premises and a *secondary settlement point* within the premises, the customer will be a shared customer of the distributor and each retailer (separately).

- (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".

#### 99 Information on distributor planned interruptions

- (1) The distributor:
  - (a) must notify the customer's *primary retailer* ~~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 customer's *primary retailer* ~~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 customer's *primary retailer* ~~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 customer's primary retailer ~~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—where practicable, refer the customer to the ~~retailer's~~ enquiry or complaint telephone number of the relevant retailer (or retailers, where there is a secondary settlement arrangement) 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 (or retailers, where there is a secondary settlement arrangement) 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 the subject of an enquiry must respond to ~~thea~~ enquiry expeditiously.
- (3) The retailer the subject of a complaint must resolve ~~thea~~ complaint expeditiously and in accordance with its standard complaints and dispute resolution procedures.
- (4) The distributor must provide to the relevant 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 customer's primary retailer ~~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

### 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 customer's primary retailer ~~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 customer's primary retailer ~~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.

### 106A Re-energisation - electricity

- (1) If, in accordance with the energy laws, a customer's primary retailer ~~the retailer~~ is required to arrange for the re-energisation of thea 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 a customer's primary retailer ~~the retailer~~ arranges for a person other than the distributor to re-energise thea 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 customer's primary retailer~~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 the customer's primary retailer~~a retailer~~, unless the customer's primary retailer~~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

### 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* (other than a secondary 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 (other than the metering installation for a secondary meter) at the premises;
  - (b) checking the accuracy of *metered* consumption at the premises; or
  - (c) replacing *meters* (other than a secondary meter),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.

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

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

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.

**(1A) Restrictions on de-energisation of secondary settlement points**

Despite any other provisions of this Division but subject to subrule (3), a retailer must not arrange for the de-energisation of a *secondary settlement point* within a customer's premises where the premises are registered under Part 7 as having *life support equipment*.

(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.

## **119 Grounds for de-energisation**

**(1) Grounds**

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

- (a) the customer's *primary retailer* ~~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.

## Part 8 Prepayment meter systems

### 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, or otherwise make readily available to the customer with no time delay:

- (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.

**132 Consumption information to be provided**

- (1) On request, a retailer must promptly provide a small customer with the following information in relation to the supply to which the customer's prepayment meter system applies:

- (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.

**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 is in use at the premises concerned.

(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 9 Exempt selling regime

### 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.

(1A) The classes of persons in respect of whom an exemption is registrable may include persons (not being retailers) that are financially responsible for *secondary settlement points* within the premises of large customers.

- (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.

## Part 10 Retail market performance reports

### 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;
  - (d) supply to premises with and without *secondary settlement arrangements*.

## Schedule 1 Model terms and conditions for standard retail contracts

(Rule 12)

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

#### 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 meters for your premises 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, where required to read the meter) 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~~ the meter for your premises.
- (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.

### 6 YOUR GENERAL OBLIGATIONS

#### 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 or within 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.

## 8 PRICE FOR ENERGY AND OTHER SERVICES

### 8.3 Variation of tariff due to change of use

If a change in your use of energy or other change to the supply arrangements at your premises 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 of the change~~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.

#### 8.3A Variation of tariff due to faulty second meter

- (a) The tariff you are on may separately calculate the use of energy at particular locations within your premises, using data provided by a second meter. In accordance with the energy laws, someone other than us may be responsible for the second meter.
- (b) If a second meter that we are not responsible for no longer complies with the requirements of the energy laws, we may transfer you to a new tariff under our standing offer prices that does not require the use of data provided by the second meter.

## 9 BILLING

### 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 or your *metering data* is later obtained, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later *meter* read or *metering data* 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 or *metering data* was not obtained (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.

## 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 where required to meet our obligations under energy laws; 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 any *meters* that we or our authorised representatives have provided.
- (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 ~~anyour~~ electricity *meter* that we or our authorised representatives are responsible for providing under energy laws 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*.

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

(Rule 81)

### 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 to the extent permitted under the energy laws:

- (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.

## Schedule 3 Savings and Transitional Rules

### Part 19 2024 Savings and Transitional Rules

#### Division 2 Rules consequential on the making of the Draft National Energy Retail Amendment (Unlocking CER benefits through flexible trading) Rule 2024

##### 3 Definitions

In this Division:

Amending Rule means the draft *National Energy Retail Amendment (Unlocking CER benefits through flexible trading) Rule 2024*.

commencement date means 2 February 2026.

required alterations means the amendments required by Schedule 1 of the Amending Rule to standard retail contracts and deemed standard connection contracts.

##### 4 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.

##### 5 Review and update of information made available under these rules

- (1) Retailers must, by the commencement date, review and if necessary update, the material made available by the retailer to its small customers in accordance with rule 21(3C), to take into account the Amending Rule.
- (2) The AER must, by the commencement date, review and if necessary update, the guidelines made by the AER under these Rules or *the Law*, to take into account the Amending Rule, including:
  - (a) the benefit change notice guidelines made under rule 48B(1); and
  - (b) the AER Exempt Selling Guidelines.