



**ELECTRICITY
CUSTOMER
METERING
CODE**

13 October 2014~~April 2014~~

Essential Services Commission

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TABLE OF CONTENTS

PART 1: INTRODUCTION 2

1. THIS CODE 2

 1.1 Purpose..... 2

 1.2 Date of effect..... 2

 1.3 To whom and how this Code applies 2

 1.4 Obligation to contract for compliance 2

 1.5 Hierarchy of metering regulation 3

 1.6 Amendment of Code 3

 1.7 Complaints and dispute resolution ~~4~~ 43

 1.8 A tenant’s obligations 4

PART 2: METER INSTALLATION AND PROVISION..... 5

2. INSTALLATION 5

 2.1 Access to metering equipment 5

 2.2 Ownership of metering equipment..... 5

 2.3 Safety 6

 2.4 Impulse output..... 6

 2.5 Check metering 6

 2.6 Information for Customers..... 6

3. MINIMUM STANDARDS FOR METERING EQUIPMENT 7

 3.1 Changing tariffs..... 7

4. SEALING OF METERING EQUIPMENT 7

 4.1 Broken seals 7

5. REQUESTS FOR METER TESTING 7

 5.1 Obligation to test 7

 5.2 Franchise unmetered loads..... 7

ELECTRICITY CUSTOMER METERING CODE

5.3	Costs.....	887
5.4	Notice, presence and records	8
6.	INSTALLATION.....	9
6.1	Obligation to provide	9
6.2	Embedded Networks	10
PART 3: METERING DATA SERVICES – GENERAL REQUIREMENTS		11
7.	INFORMATION	11
7.1	Access to data.....	11
7.2	Confidentiality	11
7.3	Ownership of metering data.....	13
8	COLLECTION OF METERING DATA.....	13
PART 4: DEFINITIONS AND INTERPRETATION.....		151514
9.	DEFINITIONS	151514
10.	INTERPRETATION	212120

FOREWORD

In the National Electricity Market, customers who purchase energy from their local retailer are termed first tier customers and those customers who choose a different retailer are termed second tier customers.

This Code regulates the non-technical provisions and customer obligations relating to metering in respect of first and second tier customers. The *National Electricity Rules* (“*NER*”) contain the technical and market settlement provisions for first and second tier customers and is supported by the *Metrology Procedure*.

In addition, the *Energy Retail Code* sets out minimum contractual requirements for customer billing for:

- all domestic *customers* and
- small business *customers*, who consume less than 40 MWh of electricity per year.

PART 1: INTRODUCTION

1. THIS CODE

1.1 Purpose

The purpose of this Code is to regulate customer metering to the extent not regulated by the *NER* or the *Metrology Procedure*.

1.2 Date of effect

This Code replaces the *Electricity Customer Metering Code* published in June 2009 with effect from 1 April 2011.

1.3 To whom and how this Code applies

This Code applies to:

- (a) each *distributor* under its *distribution licence* or, if applicable, a condition of its exemption from the requirement to hold a licence;
- (b) each *retailer* under its *retail licence* or, if applicable, a condition of its exemption from the requirement to hold a licence;
- (c) each *customer* who is obliged to comply with this Code under a *distribution contract*;
- (d) each person who takes *supply* from an *embedded network*, by virtue of the operation of clause 1.4(a);
- (e) each *metering provider* who is obliged to comply with this Code under a contract with the *distributor* or the *retailer* who engaged the *metering provider*;
- (f) each *responsible person* who is not a licensed *distributor* or a licensed *retailer*, under the applicable condition of its exemption from the requirement to hold a licence under the *Act*; and
- (g) each *embedded generator* who is obliged to comply with this Code under a *distribution contract*.

1.4 Obligation to contract for compliance

- (a) A person who provides or operates an *embedded network* must only allow a person who proposes to take or who takes *supply* from an *embedded network* to connect or remain connected to the *embedded network* on the basis that the person must comply with the *Metrology Procedure* and this Code.

PART 1: INTRODUCTION

- (b) A *distributor* or a *retailer* must only engage a *metering provider* on the basis that the *metering provider* must comply with this Code.

1.5 Hierarchy of metering regulation

If a provision in respect of metering in a document in the following list is inconsistent with a provision in another document in the list, the document named higher in the list will prevail over the other to the extent of that inconsistency:

- (a) *National Electricity Rules*;
- (b) *Metrology Procedure* (published by ~~AEMO~~*NEMMCO* in accordance with the requirements of the *National Electricity Rules*);
- (c) *Electricity Distribution Code*;
- (d) *Electricity Customer Transfer Code*;
- (e) this Code;
- (f) *Public Lighting Code*.

1.6 Amendment of Code

- (a) The *Commission* may amend this Code on its own initiative or in response to a proposal by a *distributor*, a *retailer*, the *Commission's* Customer Consultative Committee or other interested persons if it considers the amendment would better achieve the *Commission's* objectives in the *Essential Services Commission Act 2001* (Vic) or the *Act* or any relevant statement of government policy.
- (b) The *Commission* will effect an amendment by applying the *Commission's* common seal to a document detailing the amendment.
- (c) Unless the *Commission* is satisfied on reasonable grounds that an amendment is urgently required, the *Commission* will not amend this Code unless and until:
 - (1) all *distributors*, all *retailers*, the *Commission's* Customer Consultative Committee and other interested persons have been given a reasonable opportunity to make representations to the *Commission* concerning the amendment; and
 - (2) those representations have been taken into account.
- (d) The date specified on the amendment must not be earlier than the date on which the amendment is made without prior agreement from *distributors* and *retailers*.
- (e) The *Commission* will notify all *distributors*, all *retailers*, the *Commission's* Customer Consultative Committee and other interested persons of any amendment the *Commission* makes to this Code.

PART 1: INTRODUCTION

1.7 Complaints and dispute resolution

- (a) A *distributor*, a *retailer* or a *responsible person* must develop, make and publish on its website a set of procedures detailing the retailer's, distributor's or responsible person's procedures for handling small customer complaints and dispute resolution procedures. The procedures must be regularly reviewed and kept up to date. The procedures must be substantially consistent with the Australian Standard AS ISO 10002-2006 (Customer satisfaction – Guidelines for complaints handling in organizations) as amended and updated from time to time.~~handle a complaint by a customer in accordance with the relevant Australian Standard on Complaints Handling or the "Benchmarks for Industry Based Customer Dispute Resolution Schemes"1.~~
- (b) When a *distributor*, a *retailer* or a *responsible person* (as the case may be) responds to a *customer's* complaint under clause 1.7(a), the *distributor*, the *retailer* or the *responsible person* must inform the *customer*:
- (1) that the *customer* has a right to raise the complaint to a higher level within the *distributor's*, the *retailer's* or the *responsible person's* management structure; and
 - (2) if, after raising the complaint to a higher level, the *customer* is still not satisfied with the *distributor's*, the *retailer's* or the *responsible person's* response, the *customer* has a right to refer the complaint to the Energy and Water Ombudsman (Victoria) Ltd. or other external resolution body. This information must be given in *writing*.
- (c) A person who is not a licensed *distributor* or a licensed *retailer* need not comply with clause 1.7(b)(2).
- (d) A *distributor*, a *retailer*, or a *responsible person* involved in a dispute of the kind referred to in clause 1.7(a) must keep records of the dispute for a period of 7 years from the resolution of the dispute.
- (e) A person who is exempt from holding a *distribution licence* need not comply with this clause 1.7 where a process of dispute resolution is specified in the applicable exemption.

1.8 A tenant's obligations

- (a) Where a *customer* is not able to comply with its obligations under this Code because it is not the owner of the *supplied* premises, a *customer* must use best endeavours to have the owner or other person responsible for the premises fulfil that obligation.
- (b) On request, the *customer* must provide a *distributor* or a *responsible person* (as the case may be) with evidence that it has notified the owner or the person responsible for the premises of its particular need to comply with this Code.

PART 2: METER INSTALLATION AND PROVISION

EXPLANATORY NOTE: Under the *NER*, a **responsible person** in respect of a **customer** can be either the **distributor** or the **retailer**. In this Code, a reference to **responsible person** is a reference to the **distributor** or the **retailer** as applicable.

2. INSTALLATION

2.1 Access to metering equipment

(a) Provided that official identification is produced on request, a **customer** must at all times make available to:

- (1) the **distributor** or its authorised representatives;
- (2) the **responsible person** or its authorised representatives;
- (3) ~~AEMO~~**NEMMCO** or its authorised representatives;
- (4) a **retailer** supplying electricity to it or the authorised representative of the **retailer**; and
- (5) any person to whom the **retailer** must provide access under the *NER*,

convenient and unhindered access to **metering equipment** and associated equipment on the **customer's** premises and to the **distributor's**, the **retailer's** or the **responsible person's** equipment for any purpose associated with the **supply**, metering or billing of electricity and safe access to and within the **customer's** premises for the purposes of this clause.

(b) A **customer** must inform its **distributor** or its **retailer** as soon as practicable if there is any change affecting access to **metering equipment** or associated equipment.

2.2 Ownership of metering equipment

(a) Subject to clause 2.5, a **customer** does not have a proprietary interest in **metering equipment** installed by a **distributor**, a **responsible person**, a **metering provider** or a **retailer**.

(b) A **customer** must not tamper with, or permit tampering with, **metering equipment** installed by a **distributor**, a **responsible person**, a **metering provider** or a **retailer**.

(c) Any property or equipment left on the land or premises of a **customer** by a **distributor**, a **responsible person**, a **metering provider** or a **retailer**, regardless of whether such property or equipment is annexed to the land or premises of the **customer**, does not become the property of the **customer** who must:

- (1) not use the property or equipment for any purpose other than with the prior written consent of the owner of the property or equipment;

ELECTRICITY CUSTOMER METERING CODE

PART 2: METER INSTALLATION AND PROVISION

- (2) not create any mortgage, charge or lien on that property or equipment; and
- (3) upon reasonable notice, provide access to the owner of the property or equipment to permit the removal of the property or equipment.

2.3 Safety

- (a) A *customer* must provide and maintain fireproof housing for new *metering equipment* to the satisfaction of the *distributor*, the *retailer* or *responsible person* (as the case may be).
- (b) Without limiting the generality of clause 2.3(a), if *metering equipment* is housed in a room or other separate area, a *customer* must keep the room or other separate area, and access to it, free from dirt and rubbish and must not use the room or other separate area for any other purpose.

2.4 Impulse output

- (a) A *customer*, other than a *customer* with *smart metering*, may request a *distributor*, a *retailer* or a *responsible person* (as the case may be) to provide it with impulse outputs representing the quantities of electricity measured.
- (b) A *customer* requesting the impulse output must pay the *distributor*, the *retailer* or the *responsible person* (as the case may be) the reasonable costs of providing such facilities.

2.5 Check metering

- (a) A *customer* may at their own cost provide and install *check metering*.
- (b) The person who owns or controls the site at which the *metering equipment* is installed and the person who owns the *metering equipment* must co-operate with a *customer* wishing to install *check metering* at that site.
- (c) If a *customer* installs *check metering* for the purposes of checking *metering data* or substituting readings, the *customer* must notify the *distributor*, the *retailer* or the *responsible person* (as the case may be) within a reasonable time after the *check metering* is installed.

2.6 Information for Customers

A *distributor*, *retailer* or *responsible person* must provide sufficient written information to the *customer* so that the *customer* can access, at a minimum, the cumulative total *energy* measured by an *interval meter* that is a type 5* *metering installation* or *smart meter* at the *customer's* premises:

* A type 5 meter is defined in clause 4.11(d) of the Customer Administration and Transfer System (see www.aemo.com.au/electricityops/cats_wigs.html) and complies with the requirements of the Metrology Procedure and Chapter 7 of the National Electricity Rules.

PART 2: METER INSTALLATION AND PROVISION

- when the meter is installed at a *customer's* premises; and
- anytime the information is requested by the *customer*.

3. MINIMUM STANDARDS FOR METERING EQUIPMENT

3.1 Changing tariffs

If a *distributor* or a *retailer* wants to introduce a new distribution or retail tariff or change an existing distribution or retail tariff which requires new or different *metering equipment* or for existing *metering equipment* to be operated in a different manner, the *distributor* or the *retailer* must seek agreement with the *retailer* or *distributor* (as the case may be) prior to the introduction of the new tariff or change to an existing tariff.

4. SEALING OF METERING EQUIPMENT

4.1 Broken seals

If a *responsible person*, a *retailer*, a *distributor* or a *customer* discovers that a seal protecting *metering equipment* has been broken, it must notify the other party(s) within 5 *business days*.

5. REQUESTS FOR METER TESTING

5.1 Obligation to test

Subject to clause 5.2, a *distributor*, a *retailer* or a *responsible person* (whichever is responsible for providing the metering services) may at any time, and must within 15 *business days* of a request from a *customer*, *customer's* representative or a *distributor* (if it is not responsible for the metering services), test the *metering equipment* which has been installed to measure and record the amount of electricity supplied to an *electrical installation* of the *customer* to ascertain whether or not the *metering equipment* is *defective*.

5.2 Franchise unmetered loads

Unless otherwise advised by the Commission, a distributor must conduct tests in respect of *franchise unmetered loads* in accordance with clauses 3.10 of the *Metrology Procedure* – Part A.

Explanatory note:

Where a *distributor* is unable to test a group of *franchise unmetered loads* in accordance with the *Metrology Procedure* – Part A, it is expected that the *distributor* would consult with the *Commission* regarding alternative methodologies that would produce a fair and reasonable outcome.

PART 2: METER INSTALLATION AND PROVISION

5.3 Costs

- (a) Subject to clause 5.3(b), costs incurred by a *distributor*, a *retailer* or a *responsible person* (as the case may be) of testing *metering equipment* under this clause 5, including the cost of replacing any seal used to protect the *metering equipment* broken by the *distributor*, the *retailer* or the *responsible person* to allow the test to be carried out, are to be borne:
- (1) by the *customer*, if a test is requested by the *customer* and demonstrates that the *metering equipment* is not *defective*;
 - (2) by the *distributor*, if a test is requested by the *distributor* and demonstrates that the *metering equipment* is not *defective*;
 - (3) by the *retailer*, if a test is requested by the *retailer* and demonstrates that the *metering equipment* is not *defective*; and
 - (4) otherwise:
 - by the *distributor* or the *retailer* (whichever is responsible for providing the metering services), in respect of a *first tier customer*; or
 - by the *responsible person*, in respect of a *second tier customer*.
- (b) For tests conducted following a request from a *customer*, a *distributor*, a *retailer* or a *responsible person* (as the case may be) ~~may~~ must not seek payment of the anticipated costs of testing *metering equipment* prior to the commencement of testing, ~~but if the *metering equipment* fails to meet the accuracy standards prescribed under the *Metrology Procedure*, the *distributor*, the *retailer* or the *responsible person* (as the case may be) must refund the payment made by the *customer* within 5 *business days* of completion of the test.~~

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5.4 Notice, presence and records

- (a) A *distributor*, a *retailer* or a *responsible person* (as the case may be) must give a *customer* 5 *business days* written notice (or such lesser period nominated by the *customer*) of when and where a test of *metering equipment* under clause 5.1 is to be carried out and what method of testing under the *Metrology Procedure* is to be adopted.
- (b) A *customer* is entitled to be present when a test of *metering equipment* is carried out under clause 5.1.
- (c) A *distributor*, a *retailer* or a *responsible person* (as the case may be) must keep records of tests under this clause 5 for 7 years.
- (d) A *distributor*, a *retailer* or a *responsible person* (as the case may be) must provide copies of the results of any testing of *metering equipment* to the *customer* on request.

PART 2: METER INSTALLATION AND PROVISION

- (e) Where a *distributor* or a *retailer* ceases to be responsible for a *customer's metering equipment* or a *responsible person* changes in respect of *metering equipment* the outgoing *distributor, retailer* or *responsible person* (as the case may be) must provide the test records in respect of the *metering equipment* to the incoming *distributor, retailer* or *responsible person* (as the case may be) who is responsible for the *metering equipment* on request, within a reasonable time of the request.

6. INSTALLATION

6.1 Obligation to provide

- (aa) This clause 6.1 is subject to the minimum standard of *metering equipment* being *smart meter* following the initial installation of *smart meter* at a *customer's* premises.
- (a) The cost of installing new *metering equipment* shall be borne:
- (1) for installation resulting from a change in the distribution tariff, by the *distributor*; and
 - (2) for installation resulting from a change to the retail tariff, by the *retailer* or as otherwise agreed between the *retailer* and the *customer*.
- (b) Subject to clauses 6.1(c) and 6.2, if a *customer* requests a *distributor* or a *retailer* to install a type of *metering equipment* which is different from the type the *distributor* or the *retailer* (whichever is responsible for providing the metering services) otherwise would install in accordance with the *NER* or the *Metrology Procedure*, the *customer* must bear any costs incurred by the *distributor* or the *retailer* (as the case may be) installing that new *metering equipment* in excess of those which the *distributor* or the *retailer* would have incurred in installing the other type of new *metering equipment*.
- (c) A *distributor* or a *retailer* (as the case may be) must inform a *customer* of the extra cost of installing different *metering equipment* under clause 6.1(b) and the *customer* must consent to pay that cost before the *metering equipment* is installed by the *distributor* or the *retailer*.
- (d) Where a *customer* requests a *distributor* or a *retailer* (whichever is responsible for providing the metering services) to install *interval metering equipment* in accordance with the *NER* or the *Metrology Procedure*, the *distributor* or the *retailer* (as the case may be) must use its reasonable endeavours to install that type of *metering equipment* within 20 *business days* of receiving a written request to do so from the *customer*.
- (e) Where a *customer* who has requested a *distributor* or a *retailer* to install different *metering equipment* in accordance with the *NER* or the *Metrology Procedure* or 6.1(b) ceases to take *supply* from the *distributor* or the *retailer* at the premises where

PART 2: METER INSTALLATION AND PROVISION

the *metering equipment* is installed, the residual costs incurred are payable by the *customer*.

- (f) If a *customer* requests a non-market generator to be connected to the distribution system, *metering equipment* must be installed in accordance with the *NER* or the *Metrology Procedure*.
- (g) The *customer* must bear any costs incurred installing the *non-market generator metering equipment* under clause 6.1(f).

6.2 Embedded Networks

- (a) The *customer* at the *parent metering point* must bear the *distributor's* or the *parent's retailer's* charges for any necessary new installation of *interval metering equipment* for the *parent* under clause 2.4.2 of the *Metrology Procedure* – Part A.
- (b) A *distributor* or a *parent's retailer* must inform the *customer* in an *embedded network* or the *customer* at the *parent metering point* (as the case may be), of the extra cost of installing different *metering equipment* under clause 6.2(a) and the *customer* in an *embedded network* or the *customer* at the *parent metering point* (as the case may be), must consent to pay that cost, under clause 6.2(a), before the *metering equipment* is installed by the *distributor* or the *retailer* (as the case may be).

PART 3: METERING DATA SERVICES – GENERAL REQUIREMENTS

7. INFORMATION

7.1 Access to data

- (a) A *distributor*, a *retailer* or a *responsible person* (as the case may be) must, on written request from a *customer*, other than a *customer* with a *smart meter*, provide facilities to enable the *customer* direct physical access to the *metering equipment* to electronically access data stored in *metering equipment* provided by the *distributor*, the *retailer* or the *responsible person*.
- (b) A *customer* who accesses data stored in *metering equipment* by direct physical access in accordance with paragraph (a) must compensate the *distributor*, the *retailer* or the *responsible person* (as the case may be), for any cost incurred by the latter as a result of that access.
- (c) Where a *distributor*, a *retailer* or a *responsible person* has provided facilities to enable the *customer* to electronically access data stored in *metering equipment*, if remote electronic access to *metering equipment* is unavailable for a period of five consecutive *business days* due to actions within the control of the *distributor*, the *retailer* or the *responsible person* (as the case may be), the *distributor*, the *retailer* or the *responsible person* must, if requested by the *customer*, obtain data locally from the *metering equipment* and provide that data to the *customer* at the *distributor's*, the *retailer's* or the *responsible person's* cost.
- (d) Subject to clause 7.1(e), a *distributor*, a *retailer* or a *responsible person* (as the case may be) must, on request from a *customer* or a *customer's* representative, provide the *customer* with access to the *energy data* and the *metering data* in respect of the *metering equipment* which measures and records the amount of electricity *supplied* to the *electrical installation* of the *customer*.
- (e) A *distributor*, a *retailer* or a *responsible person* (as the case may be) may charge a *customer* for the provision of *energy data* and *metering data* under clause 7.1(d) which relates to a period which is more than 2 years old at the date of the request.
- (f) A *customer* must not modify or alter *metering data*.

7.2 Confidentiality

- (a) A *distributor*, a *responsible person* and a *retailer* must keep *metering data* confidential and use reasonable endeavours to protect and preserve the confidential nature of the *metering data* and must comply with any relevant *guideline*.
- (b) A *distributor*, a *responsible person* and a *retailer*:

ELECTRICITY CUSTOMER METERING CODE

PART 3: METERING DATA SERVICES – GENERAL REQUIREMENTS

- (1) must not disclose a *customer's metering data* to any person except as permitted by this Code, the *NER* or the *Metrology Procedure*;
 - (2) must only use or reproduce a *customer's metering data* for the purpose for which it was collected under this Code or another purpose contemplated by any other code, the *NER* or the *Metrology Procedure*;
 - (3) must not permit unauthorised persons to have access to a *customer's metering data*;
 - (4) must not disclose a *customer's metering data* to any person, except as provided for under clause 7.2(b)(1), without the explicit informed consent of the *customer*; and
 - (5) must ensure that the *metering data* and other information obtained from a *customer* is treated in accordance with the explicit informed consent of the *customer* and in accordance with any relevant *guideline*.
- (c) This clause 7.2 does not prevent:
- (1) the disclosure, use or reproduction of *metering data* if the *metering data* is at the time generally and publicly available otherwise than as a result of breach of confidence by a *distributor*, a *responsible person* or a *retailer* or its *disclosees*;
 - (2) the disclosure of *metering data* by a *distributor*, a *responsible person* or a *retailer* or its *disclosees* to:
 - its employees or the employees of its *related bodies corporate* subject to any relevant *guideline*; or
 - its legal or other professional advisor, auditor or other consultant, requiring the *metering data* for the purposes of this Code or any other code or for the purpose of advising the *distributor*, the *responsible person* or the *retailer* or *disclosee* (as the case may be) in relation to those purposes;
 - (3) the disclosure, use or reproduction of *metering data* with the explicit informed consent of the relevant *customer*;
 - (4) the disclosure, use or reproduction of *metering data* to the extent required by law or by lawful requirement of:
 - any government or governmental body, authority or agency having jurisdiction over a *distributor*, a *responsible person* or a *retailer* or its *related bodies corporate*;
 - any stock exchange having jurisdiction over a *distributor*, a *responsible person* or a *retailer* or its *related bodies corporate*; or

ELECTRICITY CUSTOMER METERING CODE

PART 3: METERING DATA SERVICES – GENERAL REQUIREMENTS

- the *Commission*;
- (5) the disclosure, use or reproduction of *metering data* required in connection with legal proceedings, arbitration, expert determination or other dispute resolution mechanism under this Code or any other code, the *NER* or the *Metrology Procedure*;
- (6) the disclosure, use or reproduction of *metering data* which is trivial in nature;
- (7) the disclosure use or reproduction of *metering data* required to protect the safety of personnel or equipment; or
- (8) the disclosure use or reproduction of *metering data* by or on behalf of a *distributor*, the *responsible person* or a *retailer* to the extent it is reasonably required in connection with the *distributor's*, the *responsible person's* or the *retailer's* financing arrangements, investment in the *distributor*, the *responsible person* or the *retailer* or disposal of the *distributor*, the *responsible person* or the *retailer*.
- (d) In the case of a disclosure under clauses 7.2(c)(2) and 7.2(c)(8), the *distributor*, a *responsible person* or the *retailer* making the disclosure must inform the relevant disclosee of the confidentiality of the *metering data* and use reasonable endeavours to ensure that the disclosee keeps the *metering data* confidential.

7.3 Ownership of metering data

Metering data collected by the *distributor*, the *responsible person*, the *customer's retailer* or the *customer* is the property of the *distributor*, the *responsible person*, the *customer's retailer* or the *customer* respectively.

8 COLLECTION OF METERING DATA

- (aa) This clause 8 does not apply to *customers* with *smart meters*.
- (a) Subject to clause 8(b), a *customer* may arrange with a *distributor* or a *retailer* the manner in which data stored in *metering equipment* provided to the *customer* is to be collected.
- (b) A *customer* may request that the data stored in *metering equipment* provided to it be collected by:
- (1) inspecting the *metering equipment*;
 - (2) electronic means; or
 - (3) any other means.

ELECTRICITY CUSTOMER METERING CODE

PART 3: METERING DATA SERVICES – GENERAL REQUIREMENTS

- (c) A *distributor* or a *retailer* **may** charge a *customer* for the collection of *metering data* under this clause 8 to the extent that its costs of collection are higher than they would otherwise be.

PART 4: DEFINITIONS AND INTERPRETATION

9. DEFINITIONS

In this Code, unless the context otherwise requires:

“*accumulation metering equipment*” means equipment capable of measuring and recording electricity supplied to an *electrical installation* in periods in excess of a *trading interval*, communications equipment, clocks and *current transformers* or *voltage transformers*.

“*Act*” means the *Electricity Industry Act 2000* (Vic).

“*active energy*” means a measure of electrical energy flow, being the time integral of the product of *voltage* and the in-phase component of current flow across a *point of supply* expressed in wathours (Wh) and multiples of Wh.

“*actual meter readings*” means the physical collection of *energy data* created by way of a *scheduled meter reading* or a *special meter reading*.

“*AEMO*” means the Australian Energy Market Operator Limited, [ABN 94 072 010 327](http://www.aemo.com.au).

“*Australian Standard*” or “*AS*” means the most recent edition of a standard publication by *Standards Australia* (Standards Association of Australia).

“*business day*” means a day other than a Saturday or Sunday or a public holiday appointed under the *Public Holidays Act 1993* (Vic).

“*check metering*” means metering installed for the purpose of checking *metering equipment*.

“*child*” and “*children*” means a *metering point* or *metering points* in an *embedded network* which is connected to a *parent*.

“*Commission*” means the Essential Services Commission established by the *Essential Services Commission Act 2001* (Vic).

“*connection point*” means the agreed point of *supply* established between a *distributor* and a *customer*.

“*current transformer*” or “*CT*” means a transformer for use with *meters* and/or protection devices in which the current in the secondary winding is, within prescribed limits, proportional to and in phase with the current in the primary winding.

“*customer*” means a *first tier customer*, a *second tier customer* or a person connected to an *embedded network*.

“*data logger*” means a *metering installation database* or a device that collects electronic signals from a *measurement element*, and packages it in to 30 minute intervals (or sub-multiples). This device may contain data storage capability, be a separate item of equipment and/or be combined with the energy measuring components within one physical device.

ELECTRICITY CUSTOMER METERING CODE

PART 4: DEFINITIONS AND INTERPRETATION

“*defective*” means:

- (a) in relation to new *metering equipment*, that the new *metering equipment* is not meeting the *minimum standards*; and
- (b) in relation to existing *metering equipment*, that the existing *metering equipment* is not meeting the *minimum standards* of accuracy which it was designed to meet.

“*disclose*” means a person to whom a *distributor* or a *retailer* has disclosed or wishes to disclose *metering data*.

“*distribute*” in relation to electricity, means to distribute electricity using a *distribution system*.

“*distribution contract*” means a contract between a *distributor* and a *customer* or an *embedded generator* for the *supply* of electricity (and includes a deemed contract under section 40A of the *Act*).

“*distribution licence*” means a licence to *distribute* and *supply* electricity granted under the *Act*.

“*distribution system*” means a system of electric lines and equipment used in connection with electricity generally at *voltage* levels of 66 kV or below.

“*distributor*” means a person who holds, or is exempt from holding, a *distribution licence*.

“*effective date*” means the date referred to in clause 1.2.

“*electrical installation*” means any electrical equipment at a *customer’s supply address* that is connected to, but not a part of, a *distribution system*.

“*Electricity Customer Transfer Code*” means the code of that name certified by the *Commission*.

“*Electricity Distribution Code*” means the code of that name certified by the *Commission*.

“*embedded generator*” means a person who engages in the activity of owning, controlling or operating a generating system that *supplies* electricity to, or who otherwise *supplies* electricity to a transmission system or *distribution system* and who is registered with [AEMO](#)~~NEMMCO~~ in that capacity as described in Chapter 2 of the *NER*.

“*embedded network*” means a *distribution system* to which *customers* are connected that is not owned, operated or controlled by a *distributor* licensed by the *Commission* and in which the energy *supplied* to *children* has been recorded by a *meter* used to record the consumption of the *parent*.

“*energy*” means *active energy* and/or *reactive energy*.

“*energy data*” means *interval energy data*, accumulated *energy data* or *estimated energy data*.

ELECTRICITY CUSTOMER METERING CODE

PART 4: DEFINITIONS AND INTERPRETATION

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“**Energy Retail Code**” means the code of that name ~~certified~~ determined by the *Commission* under the ~~Electricity Industry Act~~ and *Gas Industry Act*—2001 (Vic).

“**estimation, estimate, estimated**” mean an estimate of *energy data* to meet the AEMO/NEMMCO settlements timetable where there is a delay in transferring *energy data* from *actual meter readings* to AEMO/NEMMCO.

“**first tier customer**” means a person who buys electricity from its *local retailer* or from an unlicensed *retailer*. To avoid doubt, a *first tier customer* includes a former franchise *customer* with annual consumption of less than 40MWh per annum until such *customer* exercises its right to choose a new *retailer* after 1 January 2002.

“**franchise unmetered load**” means the electrical installations that are connected to the distribution network without an energy meter and must purchase the energy through the respective local retailers. Examples include bus shelter lights, public phone booths, traffic lights and some public electric barbecues.

“**Functionality Specification**” has the meaning given to it in the Order in Council dated 12 November 2007, made under section 46D of the *Act*.

“**guideline**” means a guideline published by the *Commission*.

“**interval energy data**” means the data that results from the measurement of the flow of electricity in a power conductor where the data is prepared by a *data logger* into intervals which correspond to a *trading interval* or are sub-multiples of a *trading interval*.

“**interval meter**” means a *meter* that records *interval energy data* and:

- (a) in the case of a type 1, 2, 3 or 4 *metering installation*, complies with the characteristics and requirements of a type 1, 2, 3 or 4 *metering installation* set out in the *NER*, or
- (b) in the case of a type 5 *metering installation*, complies with the characteristics and requirements of a type 5 *metering installation* set out in the *NER* and the *Metrology Procedure* – Part A.

“**interval metering equipment**” means equipment capable of measuring and recording electricity *supplied* to a *customer* as *interval energy data* including *interval meters*, manual reading facilities, clocks, and when required, *current transformers* and *voltage transformers* and computing or communications equipment designed to facilitate electronic access.

“**load**” means a *connection point* or defined set of *connection points* from which electrical power is delivered to a person or to another *network* or the amount of electrical power delivered at a defined instant at a *connection point* or aggregated over a defined set of *connection points*.

“**local retailer**” has the meaning given to that term in the Order in Council dated 11 January 2002 (as amended) made under section 35A of the *Act* or any replacement order if it defines a “local retailer”.

ELECTRICITY CUSTOMER METERING CODE

PART 4: DEFINITIONS AND INTERPRETATION

“**market**” means any of the markets or exchanges described in the *NER*, for so long as the market or exchange is conducted by [AEMONEMMCO](#).

“**measurement element**” means that energy measuring component which converts the flow of electricity in a power conductor into an electronic signal and/or mechanically recorded electrical measurement.

“**meter**” means a device complying with this Code which measures and records the production or consumption of electrical *energy*.

“**metering data**” means the data obtained from a *metering installation*, processed data or substituted data.

“**metering equipment**” means equipment installed or to be installed to safely measure, record, and, read records of the amounts of electricity in the nature of *active energy* and/or *reactive energy supplied* from a *distributor’s distribution system* to an *electrical installation* of a *customer* including *meters*, *current transformers* and *voltage transformers*, wiring and any computing or communications equipment designed to facilitate electronic access, such equipment being *accumulation metering equipment* or *interval metering equipment*.

“**metering installation**” means the assembly of components and/or processes that are controlled for the purpose of metrology. The assembly of components may include the combination of several *metering points* to derive the *metering data* for a *connection point*.

“**metering installation database**” means a database which stores *energy data* in respect of each *metering installation*.

“**metering point**” is the point of physical connection of the device measuring the current in the power conductor.

“**metering provider**” means a person who is engaged by the *responsible person* where the *responsible person* is not the relevant *metering provider* who is registered by, and accredited with, [AEMONEMMCO](#) as a *metering provider*.

“**Metrology Procedure**” means the national metrology procedure published by [AEMONEMMCO](#) in accordance with the requirements of the *NER*.

“**minimum standards**”, in respect of new *metering equipment*, means the minimum standards specified in the *Metrology Procedure*.

“**National Electricity Rules**” or “**NER**” has the meaning given to it in the *National Electricity (Victoria) Act 2005*.

~~“**NEMMCO**” means the National Electricity Market Management Company Limited A.C.N 072 010 327, the company which operates and administers the *market* in accordance with the *NER*.~~

“**AEMONEMMCO settlements timetable**” means the timeframe required for settlements as specified in procedures established from time-to-time by [AEMONEMMCO](#).

ELECTRICITY CUSTOMER METERING CODE

PART 4: DEFINITIONS AND INTERPRETATION

“*non-market generator*” means a generator that has been classified as a non-market generating unit in accordance with the *NER*.

“*parent*” means a *metering point* in an *embedded network* to which a *child* is connected. The *parent* may be connected to another *embedded network* or to the *distribution system* of a *distributor*.

“*point of supply*” means:

- (a) in relation to a low voltage electric line, means:
 - (1) in the case of an underground line (unless sub-paragraph (3) applies), the point at which that line crosses the boundary of the land; and
 - (2) in the case of an overhead line (unless sub-paragraph (3) applies), the first point of connection of that line on the land, being either:
 - (A) if the line is carried onto the land by one or more poles, the first pole on the land carrying that line;
 - (B) if the line is connected directly to premises on that land, that connection to the premises; or
 - (C) if it is not possible to determine a *point of supply* in accordance with sub-sub-paragraph (A) or (B), the point at which the line crosses the boundary of the land; and
 - (3) in the case of a line connected to a distributor’s assets, the point at which the line is connected to a distributor’s assets; and
- (b) in relation to a high voltage electric line, means the point agreed between the relevant *distributor* and the *customer supplied* by that electric line.

“*Public Lighting Code*” means the code of that name certified by the *Commission*.

“*reactive energy*” means a measure in varhours (varh) of the alternating exchange of stored energy in inductors and capacitors, which is the time-integral of the product of *voltage* and the out-of-phase component of current flow across a *point of supply*.

“*related body corporate*” means in relation to a body corporate, a body corporate that is related to the first mentioned body by virtue of section 50 of the Corporations Law.

“*responsible person*” means in relation to *second tier customers*, the person who has the responsibility for a *metering installation* for a particular *connection point*, being either the *distributor* or the “market participant” as described in chapter 7 of the *NER*.

“*retailer*” means a person who holds, or who is exempt from holding, a *retail licence* under the *Act*.

“*retail licence*” means a licence issued by the *Commission* under the *Act* to sell electricity.

ELECTRICITY CUSTOMER METERING CODE

PART 4: DEFINITIONS AND INTERPRETATION

“*scheduled meter reading*” means an *actual meter reading* on a cycle that equates to the end–use *customer’s* billing cycle, usually monthly or quarterly.

“*second tier customer*” means a *customer* who purchases electricity in its entirety from a person other than its *local retailer*.

“*smart meter*” means an *interval meter* ~~designed to transmit data to a remote locality~~ that meets the functionality requirements ~~for advanced metering infrastructure~~ set out in ~~any relevant Order made under section 46D of the Electricity Act~~, the *Functionality Specification* and;

- (a) is designed to transmit *metering data* to a remote location for data collection; and
- (b) does not, at any time, require the presence of a person at, or near, the *meter* for the purposes of data collection or data verification (whether this occurs manually as a walk-by reading or through the use of a vehicle as a close proximity drive-by reading), including, but not limited to, an *interval meter* that transmits *metering data* via direct dial-up, satellite, the internet, general packet radio service, power line carrier, or any other equivalent technology.

“*special meter read*” means an *actual meter reading* performed outside of the usual reading cycle for the *meter*.

“*supply*” in relation to electricity, means the delivery of electricity.

“*supply address*” means the address where the *customer* is being *supplied* with electricity;

“*trading interval*” means a thirty minute period ending on the hour (EST) or on the half hour, and, where identified by a time means the thirty minute period ending at that time.

“*voltage*” means electronic force or electric potential between two points that gives rise to the flow of electricity.

“*voltage transformer*” or “*VT*” means a transformer for use with *meters* and/or protection devices in which *voltage* across the secondary terminals is, within prescribed area limits, proportional to and in phase with the *voltage* across the primary terminals.

“*writing*” includes any mode of representing or reproducing word, figures, drawings or symbols in a visible form.

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PART 4: DEFINITIONS AND INTERPRETATION

10. INTERPRETATION

- (a) In deciding whether a person has used best endeavours, regard will be had to all relevant factors including whether the person has acted in good faith and has done what is reasonably necessary in the circumstances.
- (b) In this Code, unless the context otherwise requires:
- (1) any question as to the fairness and reasonableness of a matter in this Code will be decided by the *Commission* on the basis of the *Commission's* opinion of fairness and reasonableness;
 - (2) headings and footnotes are for convenience or information only and do not affect the interpretation of this Code or of any term or condition set out in this Code;
 - (3) words importing the singular include the plural and vice versa;
 - (4) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
 - (5) a reference to a clause or appendix is to a clause or appendix of this Code;
 - (6) a reference to any statute includes all statutes varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, by-laws and determinations issued under that statute;
 - (7) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;
 - (8) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
 - (9) other parts of speech and grammatical forms of a word or phrase defined in this Code have a corresponding meaning;
 - (10) a period of time:
 - which dates from a given day or the day of an act or event is to be calculated exclusive of that day; and
 - which commences on a given day or the day of an act or event is to be calculated inclusive of that day.
 - (11) a reference to:

ELECTRICITY CUSTOMER METERING CODE

PART 4: DEFINITIONS AND INTERPRETATION

- time is a reference to Standard Time within the meaning of the *Summer Time Act 1972 (Vic)* and not Summer Time within the meaning of that Act;
 - a day is a reference to a period commencing immediately after midnight and ending the following midnight; and
 - a month is a reference to a calendar month.
- (12) an event which is required under any term or condition set out in this Code to occur on or by a stipulated day which is not a ***business day***, may occur on or by the next ***business day***.