ESSENTIAL SERVICES COMMISSION

Energy Retail Code of Practice

Version 7.1

1 March 2027

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Revisions to this Code of Practice

Version no.	Date effective	Nature of amendment
1	1 March 2022	Remade the Energy Retail Code (version 21) as was deemed to be a code of practice pursuant to section 76(1)(f) of the Essential Services Commission Act 2001.
2	1 October 2022	Minor amendments to: • update clause numbering in provisions that reference the Electricity Distribution Code of Practice (further to the commission's final decision on 'Making the Electricity Distribution Code of Practice' published 11 August 2022) • correct sub-clause referencing and typographical errors.
3	1 October 2024	Minor amendments to: • update clause numbering in provisions that reference the Gas Distribution Code of Practice (further to the commission's final decision on 'Gas Distribution System Code of Practice review' published 9 May 2024).
4	30 September 2025	Minor administrative amendments to reflect legislative and regulatory changes related to: • references to the Electricity Distribution Code amended to the Electricity Distribution Code of Practice • the transfer of responsibilities for the administration of the Retailer of Last Resort (RoLR) scheme from the Commission to the Australian Energy Regulator • the revocation of the General Exemption Order 2017 and the making of the General Exemption Order 2022 and of the Gas Embedded Networks General Exemption Order 2025 • the prohibition of 'save and win-back' plans • the revocation of the Electricity Customer Metering Code of Practice and of the Electricity Customer Transfer Code of Practice • the removal of the Commission's function to set minimum feed-in tariffs.

5	1 February 2026	Amendments to implement the following energy consumer reform: • improving awareness of independent dispute resolution services.
6	1 July 2026	Amendments to implement the following energy consumer reforms: • improving the application of concessions to bills • extending protections for customers on legacy contracts (limiting high conditional discounts) • protections for customers on older contracts paying higher prices.
7	1 October 2026	Amendments to implement the following energy consumer reforms: • automatic best offer for customers experiencing payment difficulty • revised minimum disconnection amount • improving access to cheaper offers • improving the ability to switch to the best offer.
7.1	1 March 2027	Amendments to implement the following targeted consumer protections and regulatory efficiency reforms: • removing requirement to provide start and end meter reading information on customer bills • clarifying that a best offer message should not be required on a customer's final bill • applying all existing protections to secondary meters • improving information about gas disconnection and abolishment services • clarifying compliance with complaint handling and dispute resolution procedures • clarifying that any discount, rebate or conditional discount last for the duration of an ongoing contract • clarifying rules for greenhouse gas disclosure or benchmarking information on electricity bills • consequential amendments to apply protections for the Midday Power Saver Offer.

Table of contents

Part 1 Preliminary

Part 2 Retailers' general obligations

Part 3 Customer retail contracts

Division 1 Standard retail contracts

Division 2 Market retail contracts

Part 4 Retailers' pre-contract and marketing obligations

Division 1 Victorian default offer tariffs for electricity and standing offer tariffs for gas

Division 2 Pre-contractual procedures and obligation to supply

Division 2A Secondary settlement arrangements

Division 3 Move-in and carry-over customers

Division 4 Clear advice and energy fact sheets

Division 5 Energy marketing

Part 5 Rights and obligations once a contract is entered into

Division 1 Customer retail contracts – billing

Division 2 Standard retail contracts – tariff changes

Division 3 Customer retail contracts – security deposits

Division 4 Key requirements for market retail contracts and exempt person arrangements

Division 5 Customers entitled to clear information about energy plans

Division 6 Transfer of customers

Division 7 Price certainty: Exempt market retail contracts

Division 8 Protections for customers on older contracts

Division 9 Transfer of customers to a tariff that is not a secondary settlement arrangement

Part 6 Assistance for residential customers anticipating or facing payment difficulties

Division 1 Standard assistance

Division 2 Tailored assistance

Division 2A Automatic best offer

Division 3 Pay-on-time discounts to be honoured

Division 4 Financial Hardship Policies

Division 5 Communications

Division 6 Miscellaneous

Part 7 Assistance for customers affected by family violence

Division 1 Providing family violence assistance—minimum standards

Division 2 Family violence policies

Division 3 Record keeping

Part 8 Life support equipment

Division 1 Retailer obligations

Division 2 Exempt electricity seller additional requirements

Division 3 Deemed exempt persons and exempt distributors

Part 9 Termination

Part 10 Disconnection of premises

Division 1 Preliminary

Division 2 Disconnection obligations of retailers and exempt persons

Division 3 Re-connection of premises

Schedule 1 Civil penalty requirements

Schedule 2 Model terms and conditions for standard retail contracts

Schedule 3 Transitional Provisions

Schedule 4 Bulk Hot Water Formulas

Schedule 5 Tables of categories of activities for exempt persons under the General Exemption Order 2022

Schedule 6 Definition of explicit informed consent and clause 9 of the General Exemption Order

Schedule 7 Life support equipment

Part 1 Preliminary

1 Citation

This code of practice may be cited as the *Energy Retail Code of Practice*.

2 Commencement

This code of practice came into effect on 1 March 2022 and was last amended on 1 October 2026.

3 Definitions

In this code of practice —

acceptable identification, in relation to:

(a) a *residential customer*—includes any one of the following:

(i) a driver licence (or driver's licence) issued under the law of a State or Territory, a current passport or another form of photographic identification;

(ii) a Pensioner Concession Card or other entitlement card, issued under the law of the Commonwealth or of a State or Territory;

(iii) a birth certificate; or

(b) a *small business customer* that is a sole trader or partnership—includes one or more of the forms of identification for a *residential customer* for one or more of the individuals that conduct the business or enterprise concerned; or

(c) a *small business customer* that is a body corporate—means Australian Company Number or Australian Business Number of the body corporate;

Note: The above documents and information are specified as acceptable identification for the purposes of section 40SA of the *Electricity Industry Act* and section 48DC of the *Gas Industry Act*.

***access request notice* –** see clause 181;

***additional retail charge* –** see clause 77(3);

agreed damages term means a term or condition of a *customer retail contract* under which a *small customer* and a *retailer* have agreed the amount, or a basis for determining the amount, that will be payable by the *small customer* to the *retailer* for the *customer's* breach of their *customer retail contract*;

advertisement—see clause 49(5);

AEMO means the Australian Energy Market Operator Limited, ABN 94 072 010 327;

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

AMI retail tariff means an AMI tariff within the meaning of paragraph (a) of the definition of AMI tariff in section 46B of the *Electricity Industry Act*;

annual reference consumption—see clause 49(5);

annual total cost of current plan means the minimum possible amount payable by a *small customer* under the *customer's* current *customer retail contract* excluding the value of any one-off gift or sign-up credit, calculated on the basis of the *small customer's annual usage history* and the tariff, charges and discount rates current at, as relevant, the date a bill or *bill summary* will be issued, the date that a *price change* or *benefit change* becomes effective, or the date immediately prior to this effective date, with all discounts applied including any discount the *small customer* receives because the *small customer* buys another good or service, and including any amounts deducted, credited, or received by the *retailer* under a government funded *energy* charge rebate, concession or relief scheme;

annual total cost of deemed best offer means the minimum possible amount payable by the *small customer* under the *deemed best offer* excluding the value of any one-off gift or sign-up credit, calculated on the basis of the *small customer's annual usage history* and the tariff, charges and discount rates of the *deemed best offer* current at, as relevant, the date a bill or *summary bill* will be issued or the date that a *price change* or *benefit change* becomes effective, with all discounts applied (except any discount which applies to a *customer retail contract* because the *small customer* buys another good or service) and including any amounts deducted, credited, or received by the *retailer* under a government funded *energy* charge rebate, concession or relief scheme;

annual usage history means the consumption or export of electricity or gas by a *customer* at the *customer's* current premises over the 12 month period preceding, as relevant, the *bill issue date* (or the date of the *bill change alert*, based on *meter* readings). Where the *retailer* does not have 12 months of *meter* readings for the *customer* at the *customer's* current premises, the *retailer* must estimate the *customer's* consumption and export of electricity or gas during a 12 month period having regard to any relevant information that is available to the *retailer* (and must have regard to any *meter* readings obtained during the 12 month period preceding the, as relevant, *bill issue date*, the date a *bill summary* will be issued, or the date of the *bill change alert*);

applicable access arrangement has the meaning given in the *NGL*;

associate of a *retailer* includes –

(a) an employee or agent of the *retailer*; and

(b) a person contracted by the *retailer*; and

(c) a person who receives or is contracted to receive commissions from the *retailer*;

B2B Procedure means the B2B Procedure: Customer and Site Details Notification Process published by *AEMO* in accordance with clause 7.17.3 of the *NER* and which specifies the standard process and data requirements for the communication, updates and reconciliation of, amongst other things, *customer* details;

benefit change means a change to, or the expiry of, a benefit (such as a price discount) provided to a *customer* for a minimum period or a *fixed benefit period* under a *customer*

retail contract during the term of that contract (whether or not as a result of a variation of the contract) or under an *exempt person arrangement;*

bill benchmarking information means information about a *residential customer's* comparative electricity usage, as specified in section 40P of the *Electricity Industry Act*;

bill change alert means a notice given under clause 106(1);

bill summary means a communication from the *retailer* to the *small customer* that:

(a) informs the *small customer* that the *retailer* has issued a new bill; and

(b) includes the bill due date and the amount due;

bill issue date means the date, included in a bill under clause 63(1)(e), on which the bill is sent by the *retailer* to a *small customer*;

business day means a day that is not:

(a) a Saturday or Sunday; or

(b) a public holiday appointed under the *Public Holidays Act 1993* (Vic);

carry-over customer means a *small customer* who continues consuming *energy* at premises after the *small customer's* previous *customer retail contract* or *exempt person arrangement* expires or terminates without:

(a) provision in that contract or arrangement for the terms and conditions to apply after the expiry or termination for the continued provision of those services; and

(b) applying to the *retailer* or *exempt person* for the provision (after that expiry or termination) of those services;

Note: This definition is broader than the definition of carry-over customer in section 40SA of the *Electricity Industry Act,* as this definition applies to *small customers* who continue to take electricity supplied or sold by a *retailer* or an *exempt person*.

category means an exemption category, as set out in Schedule 5;

Commission means the Essential Services Commission established under the *Essential Services Commission Act 2001* (Vic);

conditional discount means a reduction to the price or tariff for the sale and supply of *energy* that applies only if a *small customer* satisfies certain requirements, a *payment condition* or other conditions, and:

(a) subject to subclause (b), includes a conditional rebate or a conditional credit; and

(b) does not include a discount, rebate or credit if all the conditions on it relate to the circumstances in which a *customer* enters into a *customer retail contract* (for example, a one-off sign-up credit);

conditional price—see clause 49(5);

confirmation reminder notice—see clause 164(1)(b);

connection means a physical link between a distribution system and a *customer's* premises to allow the flow of *energy*;

cooling off period—see clause 97(2);

customer means a person:

(a) to whom *energy* is sold for premises by a *retailer* or *exempt person*; or

(b) who proposes to purchase *energy* for premises from a *retailer* or *exempt person*;

customer connection point means, in relation to a *customer*, the supply point, child connection point or other connection point at or through which electricity is sold or supplied to the *customer*, whether or not a NMI has been assigned to the connection point;

customer connection service for premises means any or all of the following:

(a) a service relating to a new *connection* for the premises;

(b) a service relating to a *connection* alteration for the premises;

(c) a supply service for the premises, including (but not limited to) the *energisation*, *disconnection* or *re-connection* of the premises;

customer read estimate—see clause 59(5);

customer retail contract means a contract between a *small customer* and a *retailer* for the provision of *customer retail services* for particular premises;

customer retail services means the sale of *energy* by a *retailer* to a *customer* at premises;

deemed best offer means the plan identified in accordance with clause 108;

deemed best offer check means a comparison between the *small customer's annual total cost of current plan* and *annual total cost of deemed best offer,* as set out in clause 109;

deemed best offer check result means the amount determined in accordance with the formula set out in clause 109;

deemed best offer message means either a *positive deemed best offer message* or a *negative deemed best offer message*;

deemed contract means a deemed contract for the supply and sale of *energy* arising under section 39 of the *Electricity Industry Act* or section 46 of the *Gas Industry Act*;

deemed exempt person means an *exempt person* in *category* VDI, VD2, VD3, VD4, VD5, VD6 or VD7;

demand retail tariff means an *AMI retail tariff* that includes a tariff charging parameter based on an actual or agreed demand of a *customer* in a specific time period;

demand tariff means a tariff for supplying electricity if working out the amount a *customer* is charged for the supply of electricity during a period at prices that include that tariff requires identifying, from among particular sub-periods of the period, the sub-period during which the *customer*'s demand for the supply of electricity is the highest;

deregister means the removal or modification of *life support customer details* from a *register of life support customers and residents* so as to indicate that a *customer* is no longer a *life support customer.*

deregistration notice means a written notice issued by a *retailer* or *exempt person* to inform a *customer* that their *life support details* will be removed from the *register of life support customers and residents* if the *customer* does not provide *medical confirmation* by the date specified in that deregistration notice;

designated retailer means:

(a) in relation to premises and the supply of electricity, the relevant licensee in relation to the supply of electricity from the supply point for the premises determined in accordance with an Order in Council made under section 35 of the *Electricity Industry Act*; and

(b) in relation to premises and the supply of gas, the specified licensee in relation to the supply of gas from the supply point or ancillary supply point for the premises determined in accordance with an Order in Council made under section 42 of the *Gas Industry Act*;

disconnection of premises means:

(a) in the case of electricity—the opening of a *connection*; or

(b) in the case of gas—the closing of a *connection*,

in order to prevent the flow of *energy* to the premises;

disconnection warning notice—see clause 181;

disconnection warning period—see clause 181;

distribution zone means the area in which a *distributor* is licensed to distribute electricity under the *Electricity Industry Act*;

distributor means:

(a) a person who holds a distribution licence under the *Electricity Industry Act* or in respect of those obligations under the *Electricity Distribution Code of Practice* which are not excluded under clause 1.3.2 of that code of practice, a person who is exempt from holding a distribution licence under the *Electricity Industry Act*; or

(b) a person who holds a distribution licence under the *Gas Industry Act;*

dual fuel contract means:

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

(b) two *market retail contract*s between the same *small customer* and the same *retailer*, one for the sale of electricity and the other for the sale of gas, by the *retailer* to the *small customer*, under which a single bill is issued;

electric bulk hot water means water centrally heated by electricity and delivered to a number of *customer* premises where the *customer's* consumption of hot water is measured with a *meter* and where an *energy* bill is issued by a *retailer*;

electric bulk hot water conversion factor means the conversion factor used by *retailers* to bill *electric bulk hot water customers*. The *electric bulk hot water* conversion factor will have a maximum value of 89kWh per kilolitre. Where *customers* are currently billed using a lower *electric bulk hot water conversion* factor, or a lower *electric bulk hot water conversion factor* for the site is assessed, *retailers* must bill *customers* using the lower *electric bulk hot water conversion factor*;

Electricity Distribution Code of Practice means the code of practice of that name made by the *Commission* under Part 6 of the *Essential Services Commission Act 2001* (Vic);

Electricity Industry Act means the *Electricity Industry Act 2000* (Vic);

electronic communication means a communication of information in the form of data, text or images by means of guided or unguided electromagnetic energy, or both;

electronic message has the meaning given by section 5 of the *Spam Act 2003* (Cth);

e-marketing activity means an *energy marketing activity* that is carried on through *electronic message*;

energisation of premises means:

(a) in the case of electricity—the closing of a *connection*; or

(b) in the case of gas—the opening of a *connection*,

in order to allow the flow of *energy* to the premises;

energy means electricity or gas or both;

energy fact sheet means the document generated by the *Victorian Retailer Portal website* that contains key information in relation to a *generally available plan*, a *restricted plan* or the *Victorian default offer;*

energy laws includes:

(a) the national electricity legislation as defined in the *NEL*;

(b) the national gas legislation as defined in the *NGL*;

(c) legislation of Victoria (other than the national electricity legislation and the national gas legislation), or any instrument made or issued under or for the purpose of that legislation, that regulates *energy*;

(d) the *NER* and the *NGR*; and

(e) instruments made under the *NER* and the *NGR* (including the *Retail Market Procedures*);

energy marketing activity means an activity that is carried on to market, advertise or promote:

(a) *customer connection services*; or

(b) *customer retail services*; or

(c) a supplier or prospective supplier of *customer connection services* or *customer retail services*,

to a *small customer*;

energy ombudsman means the Energy and Water Ombudsman (Victoria) Limited;

excess electricity means electricity consumed by a *customer* at a *customer connection point* during the *free usage period* in excess of the *fair use cap*, excluding electricity consumed by a controlled load;

exempt distributor means a person who is exempt from holding a licence under section 16 of the *Electricity Industry Act* to engage in certain activities as set out in clauses 6 and 7 of the *General Exemption Order* (deemed exemption of distributors and exemption of registered distributors) or a person who is exempt from holding a licence under section 22 of the *Gas Industry Act* to provide services by means of a distribution pipeline as set out in clause 4 of the *Gas Embedded Networks General Exemption Order* (exemption of distributors);

exempt electricity seller has the meaning given in section 40SA of the *Electricity Industry Act*;

> **Note:** As defined in *Electricity Industry Act*, exempt electricity seller includes exempt persons in the registered exemption categories VR1 to VR5, but does not include (exemption categories VD1 to VD7).

exempt market retail contract —see clause 117;

exempt person means a person who is exempt from holding a licence under section 16 of the *Electricity Industry Act* to engage in certain activities as set out in clauses 4 and 5 of the *General Exemption Order* (deemed exemption of retailers and exemption of registered retailers);

exempt person arrangement means an arrangement for the sale of electricity by an *exempt person* to a person as set out in that *exempt person's* exemption *category* description;

explicit informed consent—see clause 7;

fair use cap means the maximum amount of electricity, expressed in kWh, that may be consumed, excluding electricity consumed by a controlled load, at a *customer connection point* during a *free usage period* at a usage charge of $0 per kWh before electricity consumed during that period is *excess electricity*;

family violence has the meaning given in section 5 of the *Family Violence Protection Act 2008* (Vic);

feed-in tariff agreement means an agreement between a *retailer* and a *small customer*, involving the purchase by the *retailer* of electricity from a *small renewable energy generation facility*;

feed-in tariff alert means a notice given under clause 107;

feed-in tariff change means a change to the rate a *retailer* pays a *small customer* for electricity from a *small renewable energy generation facility*, being a rate published by a *retailer* under section 40G of the *Electricity Industry Act*, for the purposes of section 40FBA of the *Electricity Industry Act*;

financially responsible retailer for premises means:

(a) in the case of electricity—the *retailer* who is the financially responsible market participant responsible for the premises under the NER; or

(b) in the case of gas—the *retailer* who is responsible for settling the account for gas withdrawn from the delivery point (however described) associated with the premises under the relevant *Retail Market Procedures*;

fixed benefit period means a period of a *market retail contract* (where the end date of that period is specified or ascertainable at the beginning of that period) during which a discount, rebate or credit (including a *conditional discount*) is available to the *customer*. For the purposes of this definition, the following are not discounts, rebates or credits:

(a) a concession or rebate provided by government in relation to the supply or use of *energy*;

(b) a feed-in tariff; or

(c) a contractual limitation on a *retailer's* ability to vary a tariff or charge payable under a *market retail contract*;

Note: A one-off rebate or credit (such as a one-off sign-on benefit) does not give rise to a *fixed benefit period*.

fixed price period—see clause 91;

fixed price period contract—see clause 91;

fixed term retail contract—see clause 91;

free usage period means a period during which a usage charge of $0 per kWh applies to electricity consumed by the *customer* at a *customer connection point*, up to the *fair use cap*, excluding electricity consumed by a controlled load;

functionality specification has the meaning given to it in the Order in Council dated 12 November 2007, made under section 46D of the *Electricity Industry Act*;

gas abolishment services means any services for the removal of a gas *connection*, including services provided by a *distributor* for 'abolishment' as defined in the Gas Distribution Code of Practice, as amended from time to time;

gas bulk hot water means water centrally heated by gas and delivered to a number of *customer* premises where the *customer's* consumption of hot water is measured with a *meter* and where an *energy* bill is issued by a *retailer*;

gas bulk hot water rate means the gas price in cents per litre that is used by a *retailer* to charge *customers for energy* in delivering *gas bulk hot water*;

gas disconnection services means any services for the *disconnection* of gas at the request of the customer at the premises, including services provided by a *distributor* for 'disconnection' as defined in the Gas Distribution Code of Practice, as amended from time to time;

Gas Distribution Code of Practice means the code of practice of that name made by the Commission under Part 6 of the *Essential Services Commission Act 2001* (Vic);

Gas Embedded Networks General Exemption Order means the Order in Council made under section 24 of the *Gas Industry Act* published in Gazette 69 on 25 February 2025.

Gas Industry Act means the *Gas Industry Act 2001* (Vic);

General Exemption Order means the Order in Council made under section 17 of the *Electricity Industry Act* and published in Gazette 39 on 29 September 2022;

generally available plan means any plan that is available to any *customer* in the relevant *distribution zone* unless it is classified as a *restricted plan*;

GST has the meaning given in the *GST Act*;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time;

~~***index read*** in relation to *smart meters* has the meaning given under the Meter Data File Format Specification NEM 12 and NEM 13 published by *AEMO*;~~

in-home display means a device located in a *residential customer's* premises that displays residential electricity consumption data to *residential customers* in near real-time;

intention to disconnect notice—see clause 181;

intention to disconnect notice period —see clause 181;

last resort event in respect of a *retailer* means when:

(a) the *retailer's* retail licence is suspended or revoked;

(b) the right of the *retailer* to acquire:

(i) for electricity, electricity from the wholesale electricity market; and

(ii) for gas, gas from a wholesale gas market or a producer,

is suspended or terminated,

whichever first occurs; or

(c) in respect of an *exempt person* when that person no longer satisfies the requirements for exemption as set out in Part 2 of the *General Exemption Order* (deemed exemption of retailers and exemption of registered retailers);

life support customer means a *customer* who is a *life support resident* or a *customer* at whose premises a *life support resident* (who is not the *customer*) resides or intends to reside;

life support customer details in relation to a *customer* means

(a) information that evidences that the *customer* is a *life support customer*;

(b) the personal details of each *life support resident* residing or intending to reside at the premises of the *life support customer*; and

(c) the date from which *life support equipment* is required at the premises of the *life support customer* by each *life support resident;*

life support equipment has the meaning given by section 40SA of the *Electricity Industry Act* and section 48DC of the *Gas Industry Act*;

life support protections means the protections against *disconnection* of a *life support customer* under Part 2, Division 5C of the *Electricity Industry Act* or Part 3, Division 4AA of the *Gas Industry Act*;

life support resident means a person who requires *life support equipment.*

lowest possible price—see clause 49(5);

market retail contract means a contract between a *small customer* and a *retailer* which is not a *deemed contract* nor a *standard retail contract*;

medical confirmation means certification in a *medical confirmation form* from a registered medical practitioner that a person residing or intending to reside at a *customer*'s premises requires *life support equipment*;

medical confirmation form means a written form issued by a *retailer* or *exempt person* to enable the *relevant customer* to provide *medical confirmation* to the *retailer* or *exempt person* respectively;

meter, in relation to a *customer*, means:

(a) ~~the~~ a device that measures the quantity of *energy* passing through a point at which energy is supplied to or by the customer ~~it or records the consumption of *energy* at the *customer's* premises~~; and

(b) for *electricity bulk hot water* or *gas bulk hot water*, the device which measures and records the consumption of bulk hot water consumed at the *customer's* premises;

metering data has the same meaning as:

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

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

metering rules:

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

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

Midday Power Saver Offer means the *standing offer* to supply or sell electricity that is subject to a regulated price pursuant to the Order in Council made under section 13 of the *Electricity Industry Act* published in Gazette No. S 498 on Tuesday 8 September 2026 and as amended from time to time;

move-in customer means a *small customer* who starts consuming *energy* at premises without first applying to a *retailer* for the provision of *customer retail services* or applying to enter into an *exempt person arrangement* with an *exempt person*;

Note: This definition is broader than the definition of move-in customer in section 40SA of the *Electricity Industry Act* and section 48DD of the *Gas Industry Act*, as this definition applies to *small customers* who take electricity supplied or sold by a retailer or exempt person.

National Electricity Law or ***NEL*** means the National Electricity (Victoria) Law as in force in Victoria under the *National Electricity (Victoria) Act* 2005;

National Gas Law or ***NGL*** means the National Gas (Victoria) Law as in force in Victoria under the *National Gas (Victoria) Act* 2008;

negative deemed best offer message means a message which conforms with the form and content requirements set out in clause 111(4);

NER means the National Electricity Rules as in force from time to time under the *NEL*;

network tariff change date means the date one calendar month after:

(a) in respect of a *market retail contract* for electricity, the date on which the relevant *distributor's* approved pricing proposal takes effect under clause 6.18.8(d) of the *NER*; and

(b) in respect of a *market retail contract* for gas, the date on which the relevant *distributor's* reference tariff variation occurs under the terms of the *applicable access arrangement* for that *distributor*;

Note: The Australian Energy Regulator approves annual pricing proposals for electricity *distributors* and reference tariff variations for gas *distributors*, and publishes details of those approved proposals and variations on its website.

NGR means the National Gas Rules as in force from time to time under Chapter 9 of the *NGL*;

NMI means a national metering identifier as defined in the *NER*;

offered prices has the meaning given in clause 49(1);

off-market customer means a *small customer*:

(a) to whom electricity is, or is to be, supplied by an *exempt distributor*; and

(b) whose premises have not been assigned a *NMI*;

owner's representative means any person who owns, operates or controls a site in which an *exempt distributor* is permitted to supply electricity;

pay-by date—see clause 65;

pay-on-time discount means a *conditional discount* that is conditional upon the *customer* paying a bill on or before the *pay-by date*;

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

payment plan*,* in relation to a *small customer* (other than a *residential customer* who is receiving assistance under Part 6), means a plan for the *customer* to pay a *retailer*, by periodic instalments in accordance with this code of practice, any amounts payable by the *customer* for the sale and supply of *energy;*

positive deemed best offer message means a message which conforms with the form and content requirements set out in clause 111(3);

price – see clause 49(5);

price change means a change to any of the tariffs or charges payable by a *small customer* under a *customer retail contract*;

price comparator means a facility available on a website to assist a *small customer* to compare:

(a) the tariffs available to a *custome*r under a ~~*Victorian default offer*~~ *standard retail contract* or a *standing offer*; and

(b) the tariffs that are generally available to classes of *small customer*s under *market retail contract*s,

in accordance with guidelines issued by the *Commission* under section 36A(2) of the *Electricity Industry Act* or section 43A(2) of the *Gas Industry Act*;

proportional conditional discount — see clause 49(5);

re-connection of premises means the *energisation* of the premises after their *disconnection*;

register of life support customers and residents means a register established and maintained under section 40SV of the *Electricity Industry Act* or section 48DX of the *Gas Industry Act*;

regulatory period means a period during which a *VDO price determination* applies;

relevant authority means:

(a) *AEMO*; or

(b) state or federal police; or

(c) a person or body who has the power under law to direct a *distributor* to *disconnect* premises;

relevant customer means

(a) in Part 8 and Part 10 of this code of practice (excluding clause 189), a *relevant customer* within the meaning of section 40SB of the *Electricity Industry Act* or section 48DD of the *Gas Industry Act*;

(b) in clause 189, means a *relevant customer* within the meaning of section 40SB of the *Electricity Industry Act*, as if the *deemed exempt person* were an *exempt electricity seller*; and

(c) otherwise, means a *relevant customer* within the meaning of section 36 of the *Electricity Industry Act* or section 43 of the *Gas Industry Act*;

Note: The term '*relevant customer'* is used in clauses (c)19(c)19 and (c)21(c)21. Under section 36 of the *Electricity Industry Act* and section 43 of the *Gas Industry Act* the term is defined by Orders in Council. As at the date of this code of practice, '*relevant customers*' are the same as '*small customers*'.

The term "*relevant customer*" is used in Part 8 and Part 10 of this code of practice and has the expanded meaning as set out in sections 40SB of the Electricity Industry Act and section 48DD of the Gas Industry Act, to include customers of exempt persons.

reminder notice—see clause 181;

reminder notice period—see clause 181

representative customer—see clause 49(5);

required information means the information that a *retail marketer* is required to provide to a *small customer* as set out in clause 47;

residential customer means a *customer* who purchases *energy* principally for personal, household or domestic use;

responsible person:

(a) in the case of electricity—has the same meaning as in the *NER*; or

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

Note: The *NER* defines responsible person as a metering coordinator, being the person registered by *AEMO* under Chapter 2 of the *NER*.

restricted plan means a plan specifically targeted to an exclusive individual or group and tailored to the specific circumstances of that *customer* and their need(s), including:

(a) family and friends' plans, including *retailer* staff plans and staff plans for employees of companies with whom the *retailer* has a commercial relationship;

(b) plans targeted to a specific *customer*, with traits and characteristics that cannot be easily acquired – for example, where the *customer* negotiates a specific plan with a *retailer* based on having multiple sites serviced by the same *retailer*;

(c) obsolete plans;

(d) *Victorian default offer* or *standing offer* plans that are not readily available to *small customers* in a particular location but which *retailers* publish to satisfy their financial responsible Market Participant requirements;

(e) plans for *customers* in residential embedded networks where the retailer acts as the embedded network operator, or provides retail-only plans to an embedded network customer;

(f) plans restricted to *customers* in a pilot program;

(g) plans restricted to concession *customers*;

(h) plans restricted to hardship *customers*;

retail marketer means a *retailer* or an *associate* of a *retailer*;

Retail Market Procedures means:

(a) in the case of electricity, the Retail Market Procedures within the meaning of the *NER*; and

(b) in the case of gas, the Retail Market Procedures within the meaning of the *NGL* and made under the *NGR*;

retailer means a person who holds a retail licence under the *Electricity Industry Act* or the *Gas Industry Act*;

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 the NER;

secondary meter means a meter for a secondary settlement point;

security deposit means an amount of money paid or payable, in accordance with this code of practice, to a *retailer* or *exempt person* as a security against non-payment of a bill;

small business customer means a *small customer* who is not a *residential customer*;

small commercial/retail customer has the same meaning given in the *General Exemption Order*;

Note: A *small commercial/retail customer* will also be a *small customer* if its aggregate consumption of electricity purchased from an *exempt person* has not been, or is not likely to be, more than 40 megawatt hours in any calendar year.

small customer means:

(a) a domestic or small business customer under section 3 of the *Electricity Industry Act* or section 3 of the *Gas Industry Act*; and

(b) a person to whom electricity is supplied by an *exempt distributor*:

(i) principally for personal, household or domestic use; or

(ii) whose aggregate consumption of electricity has not been, or is not likely to be, more than 40 megawatt hours in any calendar year;

Note: Under the *Electricity Industry Act* and the *Gas Industry Act*, the term '*domestic and small business customer*' is defined by Orders in Council. As at the date of this code of practice the relevant Orders define a *domestic or small business customer* as (paraphrasing):

(a) a person who purchases energy principally for personal, household or domestic use at the relevant supply point; or

(b) in the case of electricity, a person whose aggregate consumption of electricity taken from the relevant supply point has not been, or in the case of a new supply point, is not likely to be, more than 40MWh per year; or

(c) in the case of gas, a person whose aggregate consumption of gas taken from the relevant supply point has not been, or, in the case of a new supply point, is not likely to be, more than 1000 GJ per year.

small renewable energy generation facility has the same meaning as in section 40F of the *Electricity Industry Act*;

smart meter means an interval *meter* that meets the functionality requirements set out in 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;

standard retail contract means a *customer retail contract* that arises from the acceptance of a *Victorian default offer* for electricity, ~~or~~ from the acceptance of a *standing offer* for gas; from the acceptance of the *Midday Power Saver Offer*, or from the acceptance of any other offer described as a standing offer in an Order in Council made under section 13 of the *Electricity Industry Act*;

standing offer has, in relation to gas, the same meaning as 'licensee standing offer' in section 3 of the *Gas Industry Act*;

Note: Standing offers for electricity are ~~now~~ known as *Victorian default offers* or *Midday Power Saver Offer*.

supply capacity control product means the use, other than the emergency use, of a *smart meter* to temporarily interrupt electricity supply to a *customer*;

tailored assistance means the kinds of financial assistance for *residential customers* who are in arrears as listed in clause 128;

telemarketing call has the same meaning as in the *Telecommunications Act 1997* (Cth);

termination notice – see clause 176(1)(a)(i);

type—see clause 49(5);

unconditional price—see clause 49(5);

Utility Relief Grant – means the grant by that name administered by the Department of Families, Fairness and Housing;

VDO Order means the Order in Council made under section 13 of the *Electricity Industry Act* published in Special Gazette No. S 208, on Thursday 30 May 2019 and as amended from time to time;

VDO price—see clause 49(5);

VDO price determination means a price determination by the *Commission* pursuant to the *VDO Order*;

Victorian default offer means any offer to supply or sell electricity that is subject to a regulated price pursuant to the *VDO Order*;

Note: A *Victorian default offer* is a "standing offer" within the meaning of the *Electricity Industry Act*.

Victorian Retailer Portal website means the retailer interface for the Victorian Energy Compare website, via which *retailers* are required to upload information, including for the purposes of generating an *energy fact sheet* for a *generally available plan*, a *restricted plan* ~~or~~ the *Victorian default offer*, or the *Midday Power Saver Offer*.

4 Savings and transitional provisions

Schedule 3 applies.

5 Application

(1) This code of practice is made under section 47(1) of the *Essential Services Commission Act 2001*.

(2) This code of practice applies to, and must be complied with by, all *retailers* in respect of their activities in relation to *small customers* and *exempt persons*.

(3) This code of practice applies to an *exempt person* in one or more *categories* only where a clause states it applies to an *exempt person* in a relevant *category*, and only in respect of that *exempt person's* activities in relation to *small customers*. Unless the context otherwise requires, a reference:

(a) to *retailer* in any such clause includes *exempt persons* to the extent they engage in the relevant *category* of activity in relation to *small customers*;

(b) to *customer* in any such clause includes persons who purchase electricity from an *exempt person;*

(c) to *retailer* or *customer* in other relevant definitions in any such clause are to be interpreted as set out above (except in the definition of *market retail contract*); and

(d) to a *standard retail contract* or a *market retail contract* includes an *exempt person arrangement*.

(4) This code of practice applies for the purposes of Division 5C of Part 2 of the *Electricity Industry Act* and Division 4AA of Part 3 of the *Gas Industry Act*.

Part 2 Retailers' general obligations

6 Simplified outline

This Part sets out *retailers'* general obligations in dealing with *small customers*, whether those dealings take place before, during and after the term of any *customer retail contract* entered into between the *retailer* and the *small customer*.

This Part also makes provision for *small customers* that are unable to fulfil obligations on account of not being the owner of the premises.

7 Explicit informed consent

(1) *Explicit informed consent* to a transaction is consent given by a *small customer* to a *retailer* where:

(a) the *retailer*, or a person acting on behalf of the *retailer*, has clearly, fully and adequately disclosed in plain English all matters relevant to the consent of the *small customer*, including each specific purpose or use of the consent; and

(b) the *small customer* gives the consent to the transaction in accordance with subclause (2); and

(c) the *small customer* is competent to do so; and

(d) any requirements prescribed by this code of practice for the purposes of this subclause have been complied with.

(2) *Explicit informed consent* requires the consent to be given by the *small customer:*

(a) in writing signed by the *small customer*; or

(b) verbally, so long as the verbal consent is evidenced in such a way that it can be verified and made the subject of a record under clause 8; or

(c) by *electronic communication* generated by the *small customer*.

Note: Requirements to obtain a *small customer's explicit informed consent* are imposed by clauses 10(1)(a)(iii), 26(4), 57(1)(a)(iii), 57(1)(b)(iv), 59(1)(a), 61(2), 62(2), 72(3)(b), 93(2), 113(1)(a), 120(1)(c)(ii), 139(2), 146(5), 166(7)(b) ~~and~~ 171(6)(b) and 26(4) of this code of practice.

(3) Application of this clause to exempt persons

This clause applies to all *categories* of *exempt person*.

Note: This clause reflects the meaning and requirements of explicit informed consent in the *General Exemption Order* (as set out in Schedule 6 to this code of practice). The matters that an *exempt person* is

required to inform the *small customer* of before obtaining *explicit informed consent* to enter into an *exempt person arrangement* are set out in clause 9 of the *General Exemption Order*.

Other provisions of this code of practice impose obligations on *exempt persons* to obtain a *small customer*'s *explicit informed consent* in circumstances additional to the circumstance identified in clause 9 of the *General Exemption Order*.

(4) Application of this clause to the *Midday Power Saver Offer*

This clause applies to *retailers* before a customer accepts the *Midday Power Saver Offer*, in accordance with clause 26(4) and 26(4A) below.

8 Record of explicit informed consent

(1) A *retailer* must:

(a) create a record of each *explicit informed consent* required by this code of practice and provided by a *small customer*; and

(b) retain the record for at least two years.

(2) The record must be in such a format and include such information as will enable:

(a) the *Commission* to verify the *retailer*'s compliance with the relevant requirements of this code of practice relating to *explicit informed consent*; and

(b) the *retailer* to answer enquiries from a *small customer* relating to the *small customer's explicit informed consent*.

(3) A *retailer* must, on request by a *small customer* and at no charge, provide the *small customer* with access to a copy of the record of any *explicit informed consent* given by the *small customer* and then retained by the *retailer*.

(4) Application of this clause to exempt persons

This clause applies to all categories of *exempt persons*.

9 No or defective explicit informed consent

(1) A transaction specified in this code of practice as requiring *explicit informed consent* between a *retailer* and *small customer* is void if it is established, in accordance with subclause (2) and any applicable provisions of this code of practice, that *explicit informed consent* as required by this clause was not obtained.

(2) It is established that the required *explicit informed consent* was not obtained if:

(a) the *small customer* raises the issue with the *retailer* either by asserting that the consent was not obtained or by requesting production of a record of the consent; and

(b) the issue is so raised within 12 months after the date of the transaction; and

(c) the *retailer*:

(i) admits that the consent was not obtained; or

(ii) does not produce a satisfactory record of the informed consent as soon as practicable, but within 10 *business day*s, after the issue is so raised.

(3) Subject to subclauses (4) and (5), the *retailer* cannot recover any amount for any *energy* supplied as a result of the void transaction.

(4) If the void transaction did not involve the transfer of the *small customer* to the *retailer* from another *retailer*, the *small customer* is only liable to pay the *retailer* any charges that would have been payable for the sale and supply of *energy* if the void transaction had not occurred.

(5) If the void transaction did involve the transfer of the *small customer* to the *retailer* (the new *retailer*) from another *retailer* (the original *retailer*):

(a) the *small customer* is (subject to subclause (5)(b)) liable to pay the original *retailer* all charges for the sale and supply of *energy* as if the void transaction had not occurred and the sale and supply had occurred with the original *retailer* being the *customer's retailer*; and

(b) to the extent that the small *customer* has paid the new *retailer* charges for the sale and supply of *energy* as a consequence of the void transaction:

(i) the *small customer* is entitled to set off the amount of those payments against any amounts payable under subclause (5)(a); and

(ii) the new *retailer* must pay the set off amounts to the original *retailer*; and

(iii) the original *retailer* is entitled to recover those set off amounts from the new *retailer* in a court of competent jurisdiction; and

(c) nothing in this section prevents the original *retailer* from proceeding by action for loss or damage suffered because of the void transaction; and

(d) the *small customer* is not liable to the new *retailer* for any loss or damage arising because the transaction is void or arising from payments the new *retailer* has to pay the original *retailer* because the transaction is void.

10 Giving of notices and other documents under this code of practice

(1) If this code of practice requires or permits a notice or other document to be served on a person (whether the expression ‘deliver’, ‘give’, ‘notify’ or ‘send’ or another expression is used), the notice or other document may be served:

(a) on a natural person:

(i) by delivering it to the person personally; or

(ii) by leaving it at, or by sending it by post to the last known address of the place of residence or usual place of business of the person; or

(iii) by sending it electronically to that person, but, in the case of a *small customer*, only if the *small customer* has given *explicit informed consent* to receiving the notice or other document electronically; or

(b) on a body corporate:

(i) by leaving it at the registered office or usual place of business of the body corporate with an officer of the body corporate; or

(ii) by sending it by post to its registered office or its usual place of business; or

(iii) by sending it electronically to that body corporate or an office of the body corporate.

(2) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD6, VD7, VR1, VR2, VR3 and VR4.

11 GST inclusive pricing

(1) Except where expressly provided to the contrary in this code of practice, where a *retailer* in a communication (whether oral or written and including, without limitation, a bill, *bill summary*, *bill change alert*, offer, advertisement, notice or information statement) to a *small customer* refers to an amount in respect of which *GST* is or would be payable the *retailer* must:

(a) identify that amount inclusive of *GST*; and

(b) specify that the amount is inclusive of *GST*.

(2) Any communication described in subclause (1) must not state an amount described in subclause (1) exclusive of *GST* except:

(a) where required to comply with the *GST Act*; or

(b) where expressly permitted in this code of practice.

(3) Subclause (2) does not limit the *retailer*'s obligations under subclause (1)— if the *retailer* is required to state an amount as exclusive of *GST*, it must also state that amount inclusive of *GST*.

12 Referral to interpreter services

(1) A *retailer* must refer a *residential customer* to a relevant interpreter service if a referral is necessary or appropriate to meet the reasonable needs of the *residential customer*.

(2) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD2, VR2, VR3 and VR4.

13 Provision of information about payment assistance, complaints and dispute resolution

(1) A *retailer* must publish on its website a summary of the rights, entitlements and obligations of *small customer*s, including:

(a) the entitlements of *small customers* to *tailored assistance* from the *retailer*; and

(b) the *retailer's* standard complaints and dispute resolution procedure; and

(c) the contact details for the relevant *energy ombudsman*.

(2) If a *small customer* requests information of the kind referred to in subclause (1), the *retailer* must either:

(a) refer the *small customer* to the *retailer*'s website; or

(b) provide the information to the *small customer*.

(3) The *retailer* must provide a copy of any information of that kind to the *small customer* if the *small customer* requests a copy.

(4) The information or a copy of the information requested under this clause must be provided without charge, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.

14 Standard complaints and dispute resolution procedures

(1) A *retailer* or *responsible person* must develop, make and publish on its website a set of procedures detailing the *retailer'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 (Customer satisfaction – Guidelines for complaints handling in organizations) as amended and updated from time to time.

(1A) A *retailer* must handle *small customer* complaints in accordance with its complaint and distribution resolution procedures made under subclause (1).

~~(1)~~(2) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4, except that an *exempt person* does not need to publish its procedures on a website.

15 Compliance by small customer who is not owner of premises (SRC, MRC and EPA)

(1) If a *small customer* is unable to fulfil an obligation in respect of:

(a) premises (including, but not limited to, access to premises) under a *customer retail contract* or an *exempt person arrangement*; or

(b) access to premises under this code of practice,

because the *small customer* is not the owner of the premises, the *small customer* is not in breach of the contract or this code of practice if the *small customer* takes all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

16 Provision of electronic communication customer details by retailers to distributors

(1) A *retailer* who is required by the *NER* to comply with the *B2B Procedure* must comply with that procedure insofar as it relates to the provision of *small customer* details to a *distributor*.

(2) A *retailer* who is not required by the *NER* to comply with the *B2B Procedure* must comply with that procedure insofar as it relates to the provision of *small customer* details to a *distributor* to the extent it is practicable to do so.

(3) Where a *retailer* has any *customer* details that enable *electronic communication* with the *small customer*, the *retailer* must provide all of those details to the *distributor* either in the CustomerDetailsNotification under the *B2B Procedure* or otherwise as soon as it is practicable to do so.

(4) The *small customer* details required to be provided pursuant to subclause (3) must be provided:

(a) within two *business days* of the *retailer* becoming the *financially responsible retailer* for the *small customer's* premises;

(b) as soon as practicable after the *retailer* becomes aware of a change to the information in subclause (3).

(5) Prior to providing *small customer* details as required by subclause (3) to a *distributor*, and except for *small customer* details provided in accordance with subclause (4)(a), the *retailer* must inform the *small customer* that it will be providing those details to the *distributor*.

(6) Where a contract entered into between the *retailer* and the *small customer* prior to 1 January 2021 prohibits the *retailer* providing *small customer* details to the *distributor* that enable *electronic communication* with the *small customer*, the *retailer* is not required by this clause to provide that information to the *distributor.*

(7) Nothing in this clause affects the operation of Part 8.

(8) This clause applies only to the provision of *small customer* details of electricity *small customers* by electricity *retailers* to electricity *distributors*.

16A Customer energy concession eligibility information

(1) A *retailer* must determine if a *residential customer* is eligible for an *energy* concession by seeking information from a *residential customer* at all times when it is reasonable to do so, considering the *residential customer's* circumstances, and always:

(a) when entering into a *customer retail contract* with a *residential customer*;

(b) when a *residential customer* requests a switch to a new *customer retail contract* with the *retailer*,

(c) when a *residential customer* initially contacts the *retailer* requesting standard or *tailored assistance* under Part 6; and

(d) as soon as practicable if a *residential customer* is an *affected customer*.

Note: *Retailers* are required to take reasonable steps to identify a safe method of communication with an *affected customer* and use this method of communication under clauses 150(4) and 150(5).

(2) When a *retailer* becomes aware that a *residential customer* holds or is eligible for an *energy* concession in accordance with subclause 16A(1), it must take all reasonable steps to ensure that the *residential customer* receives the *energy* concession;

(3) When a *retailer* becomes aware that a *residential customer* is no longer eligible for an *energy* concession the *retailer* must:

(a) contact the *residential customer* as soon as practicable to inform the *residential customer*:

(i) that they will no longer have an *energy* concession applied to their bills; and

(ii) how to update their *energy* concession eligibility information with the *retailer*.

Part 3 Customer retail contracts

17 Simplified outline

Division 1 imposes an obligation on a *retailer* to offer a *standard retail contract* on model terms and conditions set out in Schedule 2, identifies how alterations may be made to those model terms and conditions, and how certain provisions of this code of practice apply as minimum requirements for *standard retail contracts*.

Division 2 permits a *retailer* to enter into a *market retail contract* with a *small customer* on terms and conditions as agreed, and how certain provisions of this code of practice apply as minimum requirements for *market retail contracts*.

Division 1 Standard retail contracts

18 Standard retail contracts: Model terms and conditions

(1) A *retailer* must offer a *standard retail contract* on the model terms and conditions set out in Schedule 2.

(2) A statement in Schedule 2 that is underlined and in square brackets indicates that a required alteration must be made by omitting the statement and substituting the matter referred to in the statement.

(3) The model terms and conditions set out in Schedule 2, as varied to incorporate any permitted alterations or required alterations, are approved by the *Commission* for the purpose of section 35(1)(b) of the *Electricity Industry Act* and section 42(1)(b) of the *Gas Industry Act*.

Note: Where a *retailer* adopts the model terms, varied only to incorporate any permitted alterations or required alterations, the *retailer* is not required to submit the model terms for approval by the *Commission* under section 35(1)(b) of the *Electricity Industry Act* or section 42(1)(b) of the *Gas Industry Act*.

(4) Any:

(a) term or condition of a *standard retail contract*; or

(b) alteration to the model terms and conditions set out in Schedule 2,

that is inconsistent with or diminishes the operation of any provision of the model terms and conditions is void, and that provision of the model terms and conditions is deemed to form part of the *standard retail contract* in place of the void term, condition or alteration.

(5) Permitted alterations are:

(a) alterations specifying details relating to identity and contact details of the *retailer*;

(b) minor alterations that do not change the substantive effect of the model terms and conditions;

(c) alterations of a kind specified or referred to in this code of practice; and

(d) alterations that are expressed to apply only to the operation of the model terms and conditions in jurisdictions other than Victoria.

(6) Required alterations are:

(a) alterations that this code of practice requires to be made to the *retailer*'s form of *standard retail contract* in relation to matters relating to specific jurisdictions; and

(b) alterations of a kind specified or referred to in this code of practice.

(7) In this clause alterations includes omissions and additions.

19 Application of provisions of this code of practice to standard retail contracts

(1) Other provisions of this code of practice apply to *standard retail contracts* to the extent provided by those provisions.

Note: For example, clause 176 makes provision for the termination of a *standard retail contract*.

(2) If a clause provides that a provision of this code of practice applies in relation to *standard retail contract*:

(a) the provision is a term or condition decided by the *Commission* for the purpose of section 36(1) of the *Electricity Industry Act* and section 43(1) of the *Gas Industry Act* in relation to *relevant customer*s who purchase *energy* under a *standard retail contract*;

(b) the provision is a minimum requirement that is to apply in relation to *small customers* who purchase *energy* under a *standard retail contract*;

(c) the terms and conditions of the contract must not be inconsistent with the provision;

(d) the terms and conditions of the contract may supplement or augment the operation of the provision;

(e) the terms and conditions of the contract must not diminish the operation of the provision; and

(f) the provision prevails to the extent of any inconsistency with any other term or condition of the contract.

Division 2 Market retail contracts

20 Market retail contracts: terms and conditions

(1) The terms and conditions of a *market retail contract* are as agreed between the *retailer* and the *small customer*, except as provided by this code of practice.

(2) Nothing in this code of practice prevents the inclusion in a *market retail contract* of a term or condition that is the same or substantially the same as a term or condition of *standard retail contract*s that is not otherwise applicable to *market retail contracts*.

21 Application of provisions of this code of practice to market retail contracts

(1) Other provisions of this code of practice apply to *market retail contracts*, to the extent provided by those provisions.

(2) If a clause provides that a provision of this code of practice applies in relation to *market retail contracts*:

(a) the provision is a term or condition decided by the *Commission* for the purpose of section 36(1) of the *Electricity Industry Act* and section 43(1) of the *Gas Industry Act* in relation to *relevant customer*s who purchase *energy* under a *market retail contract*;

(b) the provision is a minimum requirement that is to apply in relation to *small customers* who purchase *energy* under a *market retail contract*;

(c) the terms and conditions of the contract must not be inconsistent with the provision;

(d) the terms and conditions of the contract may supplement or augment the operation of the provision;

(e) the terms and conditions of the contract must not diminish the operation of the provision; and

(f) the provision prevails to the extent of any inconsistency with any other term or condition of the contract.

Part 4 Retailers' pre-contract and marketing obligations

22 Objective

(1) The objective of this Part is to require *retailers* and *retail marketers* to conduct themselves in a way that enables *small customers* to engage confidently with the *energy* market.

23 Simplified outline

Division 1 sets out a *retailer's* obligations to publish information regarding V*ictorian default offer* and *Midday Power Saver Offer* tariffs for electricity and standing offer tariffs for gas.

Division 2 sets out the obligations of *retailers* and *exempt persons* when a *small customer* is seeking to purchase *energy*.

Division 2A sets out obligations for *retailers* which apply to *small customers* with a secondary settlement arrangement.

Division 3 sets out the obligations that apply to a *financially responsible retailer* on becoming aware that a *small customer* is consuming *energy* under a *deemed contract*, and to an *exempt person* on becoming aware that a *small customer* is consuming electricity without an *exempt person arrangement*.

Division 4 sets out a *retailer's* obligations to provide information to s*mall customers* to assist the *small customer* to assess the suitability of, and select, a *customer retail contract*.

Division 5 regulates the manner in which *retail marketers* may carry out *energy marketing activities*.

Division 1 Victorian ~~default~~ standing offer tariffs for electricity and standing offer tariffs for gas

24 Internet publication of Victorian default offer tariffs and standing offer tariffs

(1) A *retailer* must:

(a) publish on its internet site *energy fact sheets* for its *Victorian default offers*, *Midday Power Saver Offer* and *standing offers* in accordance with clause (b)40; and

(b) input onto the internet site nominated by the Minister each of its *Victorian default offers* and its *Midday Power Saver Offer* including all details as required by that internet site.

Notes: The *Commission's* Energy Fact Sheet Guidelines also apply to the publication of *energy fact sheets*. The internet site nominated by the Minister by Ministerial Order dated 19 September 2015 is the website known as "Victorian Energy Compare": compare.energy.vic.gov.au.

(2) The home page of the *retailer's* principal internet site must have a link that allows a person to access the *energy fact sheets* for the *retailer's Victorian default offers*, the *Midday Power Saver Offer* and *standing offers* easily and logically.

Division 2 Pre-contractual procedures and obligation to supply

25 Objective

(1) The objective of this Division is to give *small customers* clear, helpful information that enables them to easily understand their options for purchasing *energy*.

26 Pre-contractual duty of retailers

(1) This clause applies where a *retailer* is contacted by, or contacts, a *small customer* who is seeking to purchase *energy* for premises.

(2) If the *retailer* is the *designated retailer* for the premises, the *retailer*:

(a) may elect to offer the *small customer* a *market retail contract*; and

(b) must advise the *small customer* of the availability of the *retailer*'s *Victorian default offer* and/or *standing offer*.

(3) If the *retailer* is not the *designated retailer* for the premises and the *retailer* does not elect to offer the *small customer* (whether at the request of the *small customer* or of its own initiative) a *market retail contract*, the *retailer*:

(a) must refer the *small customer* to the *distributor* for the premises concerned; and

(b) must inform the *small customer* that the *distributor* will be able to advise the *small customer* which *retailer* has an obligation to make a *Victorian default offer* or *standing offer* that is applicable to the *small customer*.

(4) Subject to subclause (4A), a *retailer* must obtain the *explicit informed consent* of a *small customer* for the entry by the *small customer* into a *market retail contract* or a *standard retail contract* for the *Midday Power Saver Offer* with the *retailer*.

Note: Additional *explicit informed consent* requirements are imposed under clause 118 for the entry by a *small customer* into an *exempt market retail contract*.

(4A) Subclause (4) does not apply for the purposes of Division 8 of Part 5 and of Division 2A of Part 6 of this code of practice.

(5) By the time a *small customer* enters into a new *market retail contract* or a new *standard retail contract* with a *retailer*, the *retailer* must ask the *small customer* whether a person residing or intending to reside at the *customer*'s premises requires *life support equipment*.

27 Pre-contractual duty of exempt persons (EPA)

(1) By the time a *customer* enters into a new *exempt person arrangement* with an *exempt person*, the *exempt person* must ask the *customer* whether a person residing or intending to reside at the *customer*'s premises requires *life support equipment*.

(2) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*: VD2, VR2, VR3 and VR4.

28 Exempt persons and obligations to sell electricity (EPA)

(1) An *exempt person* cannot refuse to sell electricity to a person whose point of supply is within a site within which the *exempt person* is permitted to sell electricity, unless a previous *exempt person arrangement* with that person has been terminated under clause 177(1)(d) and the matter that led to *disconnection* has not been rectified.

(2) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD6, VD7, VR1, VR2, VR3 and VR4.

29 Pre-contractual request to designated retailer for sale of energy

(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 *Victorian default offer*, *Midday Power Saver Offer* or *standing offer*.

(1A) A *small customer* who is a party to a *deemed contract* may request the sale of electricity under the *Midday Power Saver Offer* from the *financially responsible retailer* for the premises, and this clause and clause 30 apply to that request as if that *retailer* were the *designated retailer*.

(2) The request may be made by telephone or in writing.

(3) The *small customer* must:

(a) provide the *small customer's* name and *acceptable identification*;

(b) provide contact details for billing purposes; and

(c) ensure that there is safe and unhindered access to the *meter* at the premises.

(4) 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 *small customer* has an ongoing *customer retail contract*).

(5) 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 *residential customer* owes the *retailer* the outstanding amounts referred to in subclause (4).

(6) Where:

(a) a *retailer* has arranged for the *disconnection* of a *small customer*'s premises (other than where the *retailer* has arranged for *disconnection* due to failure to pay a bill); and

(b) the *small customer* has not within 10 *business day*s of *disconnection* rectified the matter that gave rise to the *disconnection*,

the *retailer* may decline to enter into a *customer retail contract* with the *small customer* and to arrange for *re-connection* of the premises until the matter that gave rise to the *disconnection* has been rectified.

30 Responsibilities of designated retailer in response to request for sale of energy

(1) A *designated retailer* must, as soon as practicable, provide a *small customer* requesting the sale of *energy* under the *retailer*'s *Victorian default offer*, *Midday Power Saver Offer* and/or *standing offer* with the following information:

(a) a description of the *retailer*'s *standard retail contract* that is formed as a result of the *small customer* accepting the *Victorian default offer*, *Midday Power Saver Offer* or *standing offer* and how copies of the contract may be obtained;

(b) a description of the *retailer*'s and *small customer*'s respective rights and obligations concerning the sale of *energy* under the *Electricity Industry Act* or *Gas Industry Act*, as applicable, and this code of practice, including the *retailer*'s standard complaints and dispute resolution procedures;

(c) information about the availability of government funded *energy* charge rebate, concession or relief schemes; and

(d) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.

(2) The *retailer* must, as soon as practicable (but not later than the end of the next *business day*) after the request for the sale of *energy* is properly made (as referred to in subclause (3)), forward relevant details of the *small customer* to the *distributor* for the premises concerned, for the purpose of:

(a) updating the *distributor's* records, if the premises are *energised*; or

(b) arranging for the *energisation* of the premises by the *distributor*, if the premises are not *energised*.

(3) A request for the sale of *energy* is properly made when:

(a) the request has been received by the *retailer*;

(b) the *small customer* has complied with the requirements under clause (c)29(3); and

(c) the *small customer* is otherwise entitled to receive the sale of *energy* in accordance with the *standard retail contract*.

31 Sales to authorised customers

(1) A *retailer* must take reasonable steps to ensure that any person with whom it enters a *customer retail contract* has authority to enter into that contract for the supply of *energy* to the premises.

Division 2A Secondary settlement arrangements

31A Customers with a secondary settlement arrangement

(1) For the purposes of this clause:

(a) a *secondary settlement arrangement* with a *small customer* is taken to form part of the arrangement for supply to the premises by the *retailer* for the premises; and

(b) except as provided for in this code of practice, the consumer protections under this code of practice with respect to the supply of electricity to a *small customer*'s premises extend to any *secondary settlement arrangement* with the *customer*.

(2) Without limiting subclause (1), if a *secondary settlement arrangement* for a *small customer* involves the use of separate contracts or the issuing of separate bills for:

(a) the point of *connection*; and

(b) one or more *secondary settlement points;*

this clause applies to the formation and terms of the contract relating to the *secondary settlement point*, and bills relating to the *secondary settlement point*, in the same way they apply to the contract and bills relating to the point of *connection*.

(3) A *standard retail contract* may, but is not required to, provide for *secondary settlement arrangements*.

Division 3 Move-in and carry-over customers

32 Objective

(1) The objective of this Division is to make clear the rights and obligations of *small customers* who consume *energy* at premises when they are not party to a *customer retail contract* (whether as a *move-in customer* or a *carry-over customer*), and the rights and obligations of a *financially responsible retailer* or an *exempt person* in relation to that *small customer*.

Note: The definitions in this code of practice of *move-in customer* and *carry-over customer* are broader than the definitions of move-in customer and carry-over customer in section 40SA of the *Electricity Industry Act*, as the definitions in this code of practice apply to *small customers* who take, or continue to take, electricity supplied or sold by a *retailer* or an *exempt person*.

33 Obligations of retailers

(1) As soon as practicable after becoming aware that a *small customer* is consuming *energy* under a *deemed contract*, the *financially responsible retailer* for the premises concerned must give the *customer* information about the following:

(a) the *retailer*'s contact information;

(b) details of the prices, terms and conditions applicable to the sale of *energy* to the premises concerned under the *deemed contract*;

(c) the *customer*'s options for establishing a *customer retail contract* (including the availability of a *Victorian default offer*, the *Midday Power Saver Offer* or *standing offer*); and

(d) the consequences for the *customer* if the *customer* does not enter into a *customer retail contract* (whether with that or another *retailer*), including the entitlement of the *retailer* to arrange for the *disconnection* of the premises and details of the process for *disconnection*.

(2) If the *small customer* is a *carry-over customer* of the *retailer*, the *retailer* does not have to give the *customer* the information required under subclause (1) if the *retailer* has already given the *customer* a notice under clause 100 relating to a *market retail contract* and containing that information.

34 Obligations of exempt persons (EPA)

(1) As soon as practicable after becoming aware that a *small customer* is consuming electricity without entering an *exempt person arrangement*, an *exempt person* who sells or supplies *energy* for the premises concerned must give the *small customer* information about the following:

(a) the *exempt person's* contact information;

(b) details of the prices, terms and conditions applicable to the sale of electricity to the premises concerned under an *exempt person arrangement*; and

(c) the consequences for the *small customer* if the *small customer* does not enter into an *exempt person arrangement*, including the entitlement of the *exempt person* to arrange for the *disconnection* of the premises and details of the process for *disconnection*.

(2) If the *small customer* is a *carry-over customer* of the *exempt person*, the *exempt person* does not have to give the *small customer* the information required under subclause (1) if the *exempt person* has already given the *small customer* a notice under clause 100 relating to an *exempt person arrangement* and containing that information.

(3) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

35 Formation of standard retail contract on incomplete request

(1) The *financially responsible retailer* for a *move-in customer* or *carry-over customer* may treat the *customer* as requesting the sale of *energy* under the *retailer*'s *Victorian default offer* or *standing offer* and may take all appropriate steps for the formation of a *standard retail contract* with the *small customer*, if:

(a) the *small customer* has provided the *retailer* with the *customer*'s name and (if required by the *retailer*) *acceptable identification* and contact details for billing purposes; but

(b) the *small customer* has not advised the *retailer* as to the type of *customer retail contract* under which the *small customer* wishes to be supplied.

36 Termination of a deemed contract

(1) For the purposes of:

(a) section 39(5)(b) of the *Electricity Industry Act*; or

(b) section 46(5)(b) of the *Gas Industry Act*,

a *deemed contract* under that section comes to an end at the end of the period covered by the second bill issued by the *retailer* to the *small customer* or if any of the events listed in section 39(7) of the *Electricity Industry Act* or section 46(7) of the *Gas Industry Act* occur, whichever occurs first.

Division 4 Clear advice and energy fact sheets

37 Objective

(1) The objective of this Division is to give *small customers* an entitlement to clear, timely and reliable information, provided in a respectful manner, and a mechanism to consider and compare the features and prices of different *energy* plans, to assist the *small customer* to assess the suitability of, and select, a *customer retail contract*.

38 Minimum standards – customers entitled to clear advice

(1) Prior to obtaining a *small customer's explicit informed consent* to enter a *customer retail contract*~~,~~ or a contract for the *Midday Power Saver Offer,* a *retailer* must communicate to the *small customer* in a readily understandable manner information about:

(a) any terms pursuant to which the amounts payable by the *small customer* may vary depending on the actions of the *small customer* (for example, any *conditional discounts*);

(b) any terms pursuant to which the amounts payable by the *small customer* may vary depending on the actions of the *retailer* (for example, any terms pursuant to which the *retailer* may make *price changes*, or any specific *price changes* that will apply to that *customer retail contract*);

(c) any terms pursuant to which a *benefit change* may occur;

(d) the *retailer*'s other *generally available plans* or a *Victorian default offer* or *standing offer* available to the *small customer*, which the *retailer* reasonably believes may be more suitable for the *small customer* having regard to any information the *retailer* has regarding the *small customer* wherever it is practicable to do so; and

(e) if switching to the *customer retail contract* involves moving the *small customer* to a new tariff structure, the cost impact that the new tariff structure may have for the *small customer*.

(2) If requested by the *small customer*, the *retailer* must provide the *small customer* with information about the availability of the *Victorian default offer* or *standing offer* and how the *small customer* may access the *Victorian default offer* or *standing offer*.

(3) Prior to entering a *feed-in tariff agreement*, a *retailer* must communicate to the *small customer* in a readily understandable manner information about any terms pursuant to which the credit payable to the *small customer* may vary.

(4) Subclause (1) does not apply to charges payable for distribution services other than standard control services (electricity) and ancillary reference services (gas).

(5) The reference to "any information the *retailer* has" in subclause (1)(d) is a reference to any relevant information the *small customer* provides during the communication required by subclause (1) including in response to any relevant enquiries by the *retailer*, or any other information the *retailer* has about the *small customer* and which the *retailer* considers relevant in providing the advice.

(6) In communicating the information required by subclause (1), the *retailer* must do so in a manner that:

(a) insofar as possible, is done by reference to the *retailer's* estimate of the dollar impact on the *small customer*; and

(b) emphasises any information the *retailer* reasonably believes may be of particular relevance to that *small customer*.

38A Clear advice for the Midday Power Saver Offer

(1) Before obtaining a *small customer*'s *explicit informed consent* to enter a *standard retail contract* for the *Midday Power Saver Offer*, a *retailer* must give the *small customer* clear advice, in plain English and in a readily understandable manner, about the tariff structure and potential cost consequences of accepting the *Midday Power Saver Offer*.

(2) The clear advice must include advice about:

(a) the *free usage period*, the *fair use cap*, the *excess electricity* usage charge, the peak and off-peak usage charges, the supply charge and any other tariff components;

(b) the risk that the customer may pay more if the customer's electricity consumption pattern does not suit the *Midday Power Saver Offer*;

(c) that the *Midday Power Saver Offer* is best suited to residential customers who are able to shift their electricity usage to the *free usage period*;

(d) the availability of the *Victorian default offer*; and

(e) where the *small customer* may obtain comparison information.

(3) Where practicable, the clear advice must be given by reference to the *retailer*'s estimate of the dollar impact on the small customer.

39 Requirement to provide information via the Victorian Retailer Portal website and obtain an energy fact sheet

(1) A *retailer* must input into the *Victorian Retailer Portal website* accurate details of each current *generally available plan* and *restricted plan*, including all relevant details in the form required by that internet site.

> **Note**: A retailer's *generally available plans* and *restricted plans* include its *Victorian default offers* and *Midday Power Saver Offer* for electricity and its *standing offers* for gas.

(2) A *retailer* must obtain from the *Victorian Retailer Portal website* an *energy fact sheet* for each current *generally available plan* and *restricted plan*.

(3) All information uploaded to the *Victorian Retailer Portal website* must be written in plain English and be designed to be readily understandable by *small customers*.

(4) A *retailer* must co-operate with relevant parties in implementing a system to create and sustain reliable links from the internet site nominated by the Minister so that a *small customer* can:

(a) easily view the same or more offer information on the *retailer's* website; and

(b) potentially accept that offer or another offer.

(5) If the available input fields of the *Victorian Retailer Portal website* do not enable the terms of a plan to be accurately represented, a *retailer* must supplement any fact sheet obtained in accordance with subclause (2) with information to ensure that a *small customer* is able to consider and compare the features and prices of the plan to assess the suitability of, and select, a plan.

40 Retailers to make energy fact sheets accessible to customers

(1) A *retailer* must ensure that an *energy fact sheet* for each current *generally available plan* and *restricted plan* is available to *small customers* within two *business days* of the plan becoming available to *small customers*.

> **Notes**: The *Commission's* Energy Fact Sheet Guidelines also apply to the publication of *energy fact sheets*.
>
> A *retailer's generally available plans* and *restricted plans* include its *Victorian default offers* and *Midday Power Saver Offer* for electricity and its *standing offers* for gas.

(2) A *retailer* will not contravene this clause to the extent that it has been unable to obtain the relevant *energy fact sheet* from the *Victorian Retailer Portal website* through no fault of the *retailer*.

(3) Where a *retailer* provides, either directly or via arrangements with another person, information about a current *generally available plan* on a website, the *retailer* must ensure:

(a) a clear link to the *energy fact sheet* relevant to that *generally available plan* is published in a prominent position on that website; and

(b) the link is labelled "energy fact sheet".

(4) Where a *generally available* plan is available through an online sign-up process, the *retailer* must ensure that a clear and prominent link to the relevant *energy fact sheet* is provided in close proximity to where the *small customer* signs up to the plan.

(5) A *retailer* must ensure that the *energy fact sheet* for a *generally available plan* that is applicable to a *small customer's* circumstances is readily identifiable by a *small customer*.

(6) When marketing a *generally available plan* by any means, and regardless of whether the marketing is done by the *retailer* directly or another person, a *retailer* must ensure that the *small customer* is:

(a) informed that an *energy fact sheet* containing the key details of that plan is available; and

(b) provided with the location of the relevant *energy fact sheet* for that plan on the *retailer's* website.

(7) When marketing a *generally available plan* on mass media channels, and regardless of whether the marketing is done by the *retailer* directly or another person, a *retailer* must ensure that the following statement is included in any advertisements in a clear manner and (as relevant for the medium) easily readable text or audible language:

"Fact sheets available at [insert link to the website where the energy fact sheet is available]. For clear advice on the right plan for you, contact us on [insert contact details]."

(8) Where a plan is advertised using a medium with inherent limitations that prevents the *retailer* from including the text required by subclause (7), a *retailer* must ensure that the text is included in a prominent location on the first webpage linked to the advertisement.

(9) Where a *retailer* provides information about a *restricted plan* to a *small customer*, or when marketing a *restricted plan* by any means, and regardless of whether the information is provided or the marketing is done by the *retailer* directly or via arrangements with another person, a *retailer* must ensure that the *small customer* is informed that an *energy fact sheet* containing the key details of the plan is available and will be provided on request.

(10) A *retailer* must ensure that, if a *small customer* requests an *energy fact sheet* for a *generally available plan* or a *restricted plan*, the *small customer* is sent, either by post or electronically, the relevant *energy fact sheet* within five *business days* of contact with the *small customer*.

(11) When marketing a plan, and regardless of whether the marketing is done by the *retailer* directly or by another person, a *retailer* must ensure that the offer ID generated by the *Victorian Retailer Portal website* is able to be identified and referred to in communications with a *small customer* about that plan.

(12) A *retailer* must not require a *small customer* to provide technical or personal information in order for the *small customer* to obtain an *energy fact sheet* other than information required to determine if a *small customer* is eligible for a particular plan.

41 Record keeping

(1) A *retailer* must maintain records that are sufficient to evidence its compliance with this Division.

(2) The *retailer* must ensure that the records required to be maintained pursuant to subclause (1) are retained:

(a) for at least two years;

(b) for as long as the *retailer* has at least one *small customer* on a *generally available plan* or a *restricted plan* for which it has an obligation to provide an *energy fact sheet* under this Division; or

(c) where a *small customer* has within that period made a complaint or referred a dispute to the *energy ombudsman* in relation to the provision of advice by the *retailer* under clause 38 in connection with a *customer retail contract*—for the period the complaint or dispute remains unresolved.

Division 5 Energy marketing

Subdivision 1 Operation of this Division

42 Application of Division

This Division applies to *retail marketers* carrying out *energy marketing activities*.

Note: The *Telecommunications Act 1997* (Cth), the *Do Not Call Register Act 2006* (Cth) and the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) may also apply to *retail marketers* carrying out *energy marketing activities*.

43 Objectives

(1) The objectives of this Division are to:

(a) ensure that *retail marketers* carrying out *energy marketing activities* disclose to *small customers* information regarding their plans in a clear and easily understood manner so as to assist *small customers* to assess the suitability of, and select, a plan;

(b) require a *retail marketer* to provide specific information to *small customer*s in connection with *market retail contracts*;

(c) ensure that *retail marketers* carrying out *energy marketing activities* refer to *conditional discounts* in a clear and easily understood manner so as to assist *small customers* to assess the suitability of, and select, a plan; and

(d) ensure *retail marketers* carrying out *energy marketing activities* in relation to the sale and supply of electricity refer to discounts in a consistent way to assist *small customers* to compare plans.

44 Duty of retailer to ensure compliance

(1) A *retailer* must ensure that a *retail marketer* who is an *associate* of the *retailer* complies with this Division.

Subdivision 2 Providing information to small customers

45 Requirement for and timing of disclosure to small customers

(1) Subject to clause 7, a *retail marketer* must provide the *required information* to a *small customer* in relation to a *market retail contract*:

(a) before the formation of the contract; or

(b) as soon as practicable after the formation of the contract.

46 Form of disclosure to small customers

(1) *Required information* provided to a *small customer* before the formation of the *market retail contract* may be provided electronically, verbally or in writing.

(2) *Required information* provided to a *small customer* after the formation of the *market retail contract* must be provided in a single written disclosure statement.

(3) If *required information* was provided to a *small customer* electronically or verbally before the formation of the *market retail contract*, the *required information* in a single written disclosure statement must also be provided to the *small customer* after the formation of the contract.

47 Required information

(1) For the purposes of this Subdivision, 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, 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;

(a1) 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;

~~(a)~~(b) the commencement date and duration of the contract, the availability of extensions, and the termination of the contract if the *small customer* moves out during the term of the contract;

~~(b)~~(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 *small customer* will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;

~~(c)~~(d) the rights that a *small customer* has to withdraw from the contract during the *cooling off period*, including how to exercise those rights;

~~(d)~~(e) the *small 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 *small customer*'s right to complain to the *energy ombudsman*; and

~~(e)~~(f) whether an *associate* of a *retailer* will receive any commission or fee paid by a *retailer* by reason of the *small customer* entering into the *customer retail contract.*

(2) The *required information*, when given in a written disclosure statement, must include or be accompanied by a copy of the *market retail contract*.

Subdivision 3 Advertising conditional discounts to small customers

48 Manner of advertising conditional discounts

(1) Subject to subclause (2), a *retail marketer* must state the conditions of the *conditional discount* clearly and conspicuously in any marketing, advertisement or promotion of prices or tariffs for supplying *energy* to *small customers*.

(2) The *conditional discount* must not be the price-related matter that is mentioned most prominently in the marketing, advertisement or promotion.

Subdivision 4 Advertising electricity prices

49 Advertisements etc. must compare retailer's prices with the VDO price

(1) A *retail marketer* must not advertise *prices* for the supply of electricity (the ***offered prices***) unless the *advertisement* meets the requirements of subclauses (2), (3) and (4).

(2) The *retail marketer* must state in an *advertisement* the following matters, making it clear that the matters relate to a *representative customer*:

(a) the difference between:

(i) the *VDO price*; and

(ii) the *unconditional price*;

expressed as a percentage of the *VDO price*;

(b) for each proportional conditional discount mentioned in the advertisement—the difference between:

(i) the *unconditional price*; and

(ii) the *conditional price* for the discount;

expressed as a percentage of the *VDO price*;

(c) the *lowest possible price*.

(3) The *retail marketer* must also state in an *advertisement*:

(a) the *distribution zone*; and

(b) the *type* of *customer*,

to which the *offered prices* relate.

(4) The *retail marketer* must state in an *advertisement* the matters required by subclauses (2) and (3) clearly and conspicuously.

Note: The insertion of this clause does not provide for the matters provided for in clauses 15(4) and 15(5) of the *VDO Order*. By the proviso to clause 15(1) of the *VDO Order*, clauses 15(4) and 15(5) of the *VDO Order* continue to apply.

(5) In this clause:

advertisement:

(a) subject to subclause (b), means any mass-marketing communication (whether oral or in writing) that is published or transmitted by or on behalf of a *retail marketer* to publicise a *retailer*'s *offered prices* to *customers*;

(b) does not include any communication by a *retail marketer* directly with an individual *customer* regarding the *retailer*'s *offered prices*, provided that the *retail marketer* makes that communication in accordance with Part 4 Division 4 of this code of practice;

annual reference consumption for a *regulatory period*, in relation to supplying electricity in a *distribution zone* to a *customer* of a particular *type*, means the matters determined under clause 15(5) of the *VDO Order* for the *regulatory period* in relation to the supply;

conditional price for a *proportional conditional discount* means the total annual amount a *representative customer* would be charged for the supply of electricity in the *regulatory period* at the *offered prices*, assuming the conditions on the discount were met and disregarding any other *conditional discounts*;

lowest possible price means the total annual amount a *representative customer* would be charged for the supply of electricity in the *regulatory period* at the *offered prices*, assuming the conditions on all *conditional discounts* (if any) mentioned in the *advertisement* were met.

Note: If the *advertisement* does not mention any *conditional discounts*, the *lowest possible price* is the *unconditional price*.

offered prices has the meaning given in clause 49(1);

price:

(a) subject to subclauses (b) and (c), includes a tariff or charge of any description, including a recurring fee (for example, an annual membership fee);

(b) does not include any of the following:

(i) a one-off fee (for example, a connection fee or re-connection fee or an account establishment fee);

(ii) a fee for making, or failing to make, a payment in particular circumstances (for example, a credit card transaction fee or a direct debit dishonour fee);

(iii) a fee for a service provided on request on an ad-hoc basis (for example, a fee for a *meter* read requested by a *customer*); and

(c) does not include a *demand tariff*;

proportional conditional discount means a *conditional discount* that is calculated as a proportion of all or part of the amount a *customer* is charged for the supply of electricity at the *offered prices*;

representative customer, in relation to supplying electricity in a *distribution zone* in a *regulatory period* to a *customer* of a particular *type*, means a *customer* of that *type* who is supplied with electricity in that *distribution zone* in the *regulatory period* in accordance with the *annual reference consumption* for that *regulatory period* in relation to the supply;

type means a type of *customer* in respect of which an *annual reference consumption* is determined under clause 15(5)(b)(i) of the *VDO Order*;

unconditional price means the total annual amount a *representative customer* would be charged for the supply of electricity in the *regulatory period* at the *offered prices*, disregarding any *conditional discounts*;

VDO price for a *regulatory period* in relation to supplying electricity in a *distribution zone* to a *customer* of a particular *type* means the estimated annual cost of the *Victorian default offer* determined under clause 15(4)(a) of the *VDO Order* for the *regulatory period* in relation to the supply.

Subdivision 5 Energy marketing activities

50 Personal and telephone contact in relation to marketing activity

(1) A *retail marketer* must ensure that any person contacting a *small customer* in relation to *energy marketing activities* must provide the *small customer* with:

(a) the person's name;

(b) any relevant identification number;

(c) the name of the *retailer* on whose behalf the *energy marketing activity* is being undertaken;

(d) contact details for the *retailer*; and

(e) advice as to the purpose of the *energy marketing activity*.

(2) A *retail marketer* contacting a *small customer* on the telephone in relation to e*nergy marketing activities* must, as soon as practicable provide the following details:

(a) the first name, and on request the operator identification number of the person making the telephone call;

(b) the name of the *retailer* on whose behalf the call is being made; and

(c) the purpose of the telephone call; and

(d) on request, the name of the *retail marketer* that the person is employed by.

Note: Section 40EB of the *Electricity Industry Act* and section 40DB of the *Gas Industry Act* prohibit door to door sales and cold calling in respect of *residential customers*.

51 No contact lists

(1) This clause applies to *energy marketing activities* directed to *small business customers* either:

(a) by mail;

(b) in person at the *small business customer's* usual place of business;

but does not apply to *telemarketing calls* or *e-marketing activities*.

> **Note:** Section 40EB of the *Electricity Industry Act* and section 40DB of the *Gas Industry Act* prohibit door to door sales and cold calling in respect of *residential customers*.

(2) A *retailer* must ensure that a "no contact list" is created and maintained for its *retail marketer*s, whether by the *retailer* itself or by a person or organisation on behalf of the *retailer*.

(3) A "no contact list" is a list of *small business customer*s who indicate they wish to be placed on the list.

(4) A *small business customer* may give such an indication by applying (in person, electronically, by telephone or in writing) to the *retailer* or by communicating directly with a *retail marketer*.

(5) A *retail marketer* must not make contact with a *small business customer* whose name is on the relevant no contact list.

(6) An entry for a particular *small business customer* in a no contact list continues for a period of two years, but the period is refreshed each time the *small business customer* requests inclusion or maintenance of inclusion.

(7) A *retailer* must publish a statement on its website about the existence of its no contact list and the procedures for being placed on the list.

52 No canvassing or advertising signs

(1) In carrying out *energy marketing activities* a *retail marketer* must comply with any signs at a person's premises indicating that no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at or associated with the premises.

> **Note:** Section 40EB of the *Electricity Industry Act* and section 40DB of the *Gas Industry Act* prohibit door to door sales in respect of *residential customers.*

53 Training

(1) A *retailer* must ensure that training is provided to any person (including employees, agents and contractors) acting on its behalf who is engaged in e*nergy marketing activity*, in relation to:

(a) the requirements of this code of practice; and

(b) misleading and deceptive conduct, unconscionable conduct and false representation (including coercion and harassment) under the Australian Consumer Law.

(2) For the purposes of subclause (1)(a), a *retailer* must ensure that the training addresses:

(a) the requirements in relation to *explicit informed consent;*

(b) entitlements to assistance provided under this code of practice; and

(c) requirements in relation to referral to interpreter services.

54 Record keeping

(1) A *retailer* must ensure that records are kept of all:

(a) *energy marketing activities* carried out by it or on its behalf by a *retail marketer*; and

(b) records of training undertaken as required by clause 53.

(2) For the purpose of subclause (1)(a) records must include:

(a) for any premises visited:

(i) the address of the premises;

(ii) the dates and times of the visits, including the time at which the visit concluded;

(iii) the names of the persons conducting the *energy marketing activities;*

(b) for any telephone contact made:

(i) the telephone number called;

(ii) the times and dates of calls;

(iii) the names of the persons participating in the call on behalf of the *retailer.*

(3) The *retailer* must ensure that each such record is retained:

(a) for the period of 12 months; or

(b) where a *small customer* has within that period made a complaint or referred a dispute to the *energy ombudsman* in relation to *energy marketing activities*—for the period the complaint or dispute remains unresolved,

whichever is the longer period.

(4) A *retailer* must ensure that it and appropriate officers or employees of the *retailer*, have immediate access, or a right of immediate access, to each such record.

Part 5 Rights and obligations once a contract is entered into

55 Objective

(1) The objective of this Part is to establish minimum rights and protections that *small customers* are entitled to once they have entered into a *customer retail contract* or an *exempt person arrangement.*

56 Simplified outline

Division 1 sets out a *retailer's* obligations and a *small customer's* rights in relation to billing, fees and charges, billing disputes, recovery of undercharged and overcharged amounts, payment methods and providing billing and *metering data* to a *small customer*.

Division 2 sets out a *retailer's* obligations when a *small customer* on a *standard retail contract* changes from one type of tariff to another type of tariff.

Division 3 sets out when a *retailer* may require a *security deposit* and its obligations in relation to the use and return of a *security deposit*.

Division 4 sets out the key requirements for, and key s*mall customer* rights under, *market retail contracts* and *exempt person arrangements*.

Division 5 sets out entitlements of *small customers* to obtain information to enable them to evaluate the ongoing suitability of their *customer retail contract*, identify whether they are on their *retailer's deemed best offer* and to consider and compare the features and prices of different *energy* plans.

Division 6 regulates the processes for transferring a *small customer* from one *retailer* to another *retailer*.

Division 7 identifies what kinds of *market retail contracts* are *exempt market retail contracts* (and so exempt from the price certainty requirement in clause 94) and additional *small customer* protection requirements that apply to those contracts.

Division 8 sets out protections for *small customers* on older *customer retail contracts*.

Division 1 Customer retail contracts—billing

57 Basis for bills (SRC, MRC and EPA)

(1) A *retailer* must base a *small customer's* bill for the *small customer's* consumption of:

(a) electricity:

(i) on *metering data* provided for the relevant *meter* at the *small customer's* premises provided by the *responsible person* and determined in accordance with the *metering rules*;

(ii) on an estimation of the *small customer's* consumption of *energy*, as provided by clause (f)59(f)59; or

(iii) on any other method agreed by the *retailer* and the *small customer*, if the *retailer* has obtained the *explicit informed consent* of the *small customer*;

(b) gas:

(i) on an actual reading of the relevant *meter* at the *small customer*'s premises provided by the *responsible person* and determined in accordance with the *metering rules*;

(ii) on *metering data* provided for the relevant *meter* at the *small customer's* premises provided by the *responsible person* and determined in accordance with the *metering rules*;

(iii) on an estimation of the *small customer's* consumption of *energy*, as provided by clause 59; or

(iv) on any other method agreed by the *retailer* and the *small customer*, if the *retailer* has obtained the *explicit informed consent* of the *small customer*.

(2) The *retailer* must use its best endeavours to ensure that actual readings of the *meter* are carried out as frequently as is required to prepare its bills consistently with the *metering rules* and in any event at least once every 12 months.

(3) Despite subclauses (1) and (2), if there is no *meter* in respect of the *small customer's* premises, the *retailer* must base the *small customer*'s bill on *energy* data that is calculated in accordance with applicable *energy laws*.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(6) Application of this clause to exempt persons

(a) Subclauses (1)(a), (2) and (3) of this clause apply to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4;

(b) Subclause (3) of this clause also applies to *exempt persons* in the following *category*:

VD6.

58 Bulk hot water charging

(1) A *retailer* must issue bills to a *small customer* for the charging of the *energy* used in the delivery of bulk hot water in accordance with Schedule 4.

(2) Where a *retailer* charges for *energy* in delivering either *gas bulk hot water* or *electric bulk hot water* to a *small customer*, the *retailer* must include at least the following information (as applicable) in the *small customer*'s bill:

(a) the relevant *gas bulk hot water rate* applicable to the *small customer* in cents per litre;

(b) the relevant electricity rate(s) being charged to the *small customer* for the electricity consumed in the *electric bulk hot water* unit in cents per kWh;

(c) the relevant *electric bulk hot water conversion factor* for *electric bulk hot water* in kWh/kilolitre;

(d) the total amount of *gas bulk hot water* or *electric bulk hot water* in kilolitres or litres consumed in each period or class of period in respect of which the relevant *gas bulk hot water rate* or electricity tariffs apply to the *small customer* and, if the *small customer*'s *meter* measures and records consumption data only on the accumulation basis, the dates and total amounts of the immediately previous and current *meter* readings or estimates;

(e) the deemed *energy* used for *electric bulk hot water* (in kWh); and

(f) separately identified charges for *gas bulk hot water* or *electric bulk hot water* on the *small customer*'s bill.

59 Estimation as basis for bills (SRC, MRC and EPA)

(1) A *retailer* must only base a *small customer*'s bill on an estimation of the *small customer*'s consumption of *energy* where:

(a) the *small customer* gives their *explicit informed consent* to the use of estimation by the *retailer*;

(b) the *retailer* is not able to reasonably or reliably base the bill on an actual *meter* reading; or

(c) *metering data* is not provided to the *retailer* by the *responsible person*.

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

(a) the *small customer's* reading of the relevant *meter* (which may be a *customer read estimate*);

(b) historical *metering data* for the *small customer* reasonably available to the *retailer*; or

(c) the average usage of *energy* by a comparable *small customer* over the corresponding period, if there is no historical *metering data* for the *small customer*.

(3) Despite clauses 57, 59(1), 59(2) and 63(1)(i), in the case of a *smart meter*, if a *retailer* is not able to reasonably or reliably base a bill on actual *metering data* collected from the *small customer*'s *smart meter* for each trading interval, the *retailer* may provide the *small customer* with a bill that is either:

(a) prepared using estimated and/or substituted *metering data* in accordance with applicable *energy laws*; or

(b) if estimated and/or substituted *metering data* is not available, prepared based on the *small customer*'s historical billing or *metering data* or, where the *retailer* does not have the *small customer*'s historical billing or *metering data*, the average usage of *energy* by a comparable *small customer* over the corresponding period covered by the estimated bill.

(4) Subject to clause 63(1)(i), the *retailer* must inform the *small customer*, on the bill, that the bill is based on an estimation, and (if applicable) that the estimation is based on the *small customer's* reading of the relevant *meter* under subclause (2)(a).

(5) If:

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

(b) where the bill under subclause (5)(a) is for the supply of electricity, the consumption of electricity at the *small customer's* premises is not recorded by an interval *meter*, being a *meter* that records consumption derived from interval *metering data*,

the *small customer* may request an adjusted bill based on the *small customer's* reading of the relevant *meter* (a ***customer read estimate***) by providing the *retailer* with the *customer read estimate* before the *pay-by date* of the bill under subclause (5)(a).

(6) On each occasion when the conditions in subclauses (5)(a) and, as applicable, (b) are met, the *retailer* must inform the *small customer* in writing:

(a) that the *small customer* may request an adjusted bill in accordance with subclause (5);

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

(c) how the *small customer* can obtain the information under subclause (7).

(7) A *retailer* must make available to *small customers* at no charge and in clear, simple and concise language for the purposes of subclause (5):

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

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

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

(8) Where:

(a) a *small customer* requests an adjustment to a bill based on an estimate in the circumstances set out in subclause (5) by providing the *retailer* with a *customer read estimate*;

(b) the *retailer* receives the *customer read estimate* before the *pay-by date* of the bill; and

(c) the *customer read estimate* is provided in accordance with the guidance and requirements provided by the *retailer* under subclause (7),

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

(9) If:

(a) the *customer read estimate* was received on or after the *pay-by date* of the bill;

(b) the *customer read estimate* is not provided in accordance with the guidance and requirements provided by the *retailer* under subclause (7),

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

Note: For example, specific reasons that a *retailer* might provide for rejecting a *customer read estimate* for the purposes of subclause (9)(b) include:

- the number value of the *customer read estimate* provided for cumulative *energy* consumed is smaller than a previous actual read of the *meter*; or
- where the *customer read estimate* is provided in the form of a photograph of the *meter*, that the *meter* display is not clearly visible or the photograph does not show the correct *meter* installed at the *small customer's* premises.

(10) The *retailer* must, in ~~set out a process under~~ its standard complaints and dispute resolution procedures made under clause 14(1), set out a process for a *small customer* to attempt to rectify a *customer read estimate* that is not accepted under subclause (9)(b).

(11) If the *retailer* does not accept the c*ustomer read estimate* under subclause (9), the *retailer* must inform the *small customer* in the same notice required to be provided under that subclause, that the *small customer* may:

(a) lodge a dispute with the *energy ombudsman* where the *small customer* is not satisfied with the *retailer's* decision after the *small customer* has followed the process under subclause (10); and

(b) separately, request the *retailer* to review the bill under clause 69.

(12) If under subclause (6)(b) a *retailer* has advised a *small customer* of changes to the *small customer's* payment obligations, and those changes include a new date for payment of the *small customer's* bill, any benefits provided under the *retailer's* contract with the *small customer* for payments made by the due date must be applied with respect to the new date for payment.

(13) Without affecting subclause 57(2), if the *retailer* has issued the *small customer* with a bill based on an estimation and the *retailer* subsequently issues the *small customer* with a bill that is based on an actual *meter* reading or on *metering data*:

(a) the *retailer* must include an adjustment on the later bill to take account of any overcharging of the *small customer* that has occurred; and

(b) unless the actual *meter* reading or *metering data* could not be obtained as a result of an act or omission by the *small customer*, the *retailer* must, if requested to do so by the *small customer*, offer the *small customer* time to pay any undercharged amount by agreed instalments, over a period being no longer than:

(i) the period during which an actual *meter* reading or *metering data* was not obtained, where that period is less than 12 months; or

(ii) in any other case, 12 months.

(14) Where an attempt to read the *small customer*'s *meter* is unsuccessful due to an act or omission of the *small customer*, and the *small customer* subsequently requests a *retailer* to replace an estimated bill with a bill based on an actual *meter* reading, the *retailer* must comply with that request but may pass through to that *small customer* any costs it incurs in doing so.

(15) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(16) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*, but only to the extent (if any) a contract provides for estimation as the basis for the *small customer's* bill.

(17) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

60 Proportionate billing (SRC, MRC and EPA)

(1) If a *small customer*'s bill covers a period other than the *small customer's* usual billing cycle or a period during which the *small customer's* tariff changes, the *retailer* must charge in proportion to the relevant periods and clearly show relevant details on the bill.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

61 Bill smoothing (SRC and EPA)

(1) Despite clauses (b)57(b)57 and (f)59(f)59, a *retailer* may, in respect of any 12 month period, provide a *small customer* with bills based on an estimation under a bill smoothing arrangement if and only if:

(a) the amount payable under each bill is initially the same and is set on the basis of the *retailer's* initial estimate of the amount of *energy* the *small customer* will consume over the 12 month period;

(b) that initial estimate is based on the *small customer's* historical billing data or, where the *retailer* does not have that data, average usage of *energy* by a comparable *small customer* calculated over the 12 month period;

(c) in the seventh month:

(i) the *retailer* re-estimates the amount of *energy* the *small customer* will consume over the 12 month period, taking into account any actual *meter* readings or actual *metering data* and relevant seasonal factors; and

(ii) if there is a difference between the initial estimate and the re-estimate of greater than 10 per cent, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and

(d) at the end of the 12 month period, the *meter* is read or *metering data* is obtained and any undercharging or overcharging is adjusted under clause 70 or 71.

(2) The *explicit informed consent* of the *small customer* is required for the *retailer's* billing on the basis referred to in subclause (1).

(3) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(4) Application of this clause to market retail contracts

This clause does not apply in relation to *market retail contracts*, but this subclause does not prevent a *retailer* from including bill smoothing arrangements in a *market retail contract*.

(5) Application of this clause to exempt persons

This clause applies to *exempt persons* who choose to offer a bill smoothing arrangement to a *small customer* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

62 Frequency of bills (SRC and EPA)

(1) A *retailer* must issue a bill to a *small customer* at least once every three months.

(2) A *retailer* and a *small customer* may agree to a billing cycle with a regular recurrent period that differs from the *retailer's* usual recurrent period where the *retailer* obtains the *explicit informed consent* of the *small customer*. Under the agreement the *retailer* may impose an

additional retail charge on the *small customer* for making the different billing cycle available.

(3) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(4) Application of this clause to exempt persons

Subclause (1) of this clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

63 Contents of bills (SRC, MRC and EPA)

(1) A *retailer* must prepare a bill so that a *small customer* can easily verify that the bill conforms to their *customer retail contract* and must include the following particulars in a bill for a *small customer*:

(a) the *small customer*'s name and account number;

(b) the address of the *small customer*'s premises for the sale of *energy* and the *small customer's* mailing address (if different);

(c) the *meter* identifier;

(d) the billing period;

(e) the *pay-by date* for the bill and the *bill issue date*;

(f) the total amount payable by the *small customer*, including amounts of any arrears or credits;

(g) tariffs and charges applicable to the *small customer*;

(h) the basis on which tariffs and charges are calculated;

(i) whether the bill was issued as a result of a *meter* reading or:

(i) in the case of a *meter* other than a *smart meter* or interval *meter*, an estimation; or

(ii) in the case of a *smart meter* or interval *meter*, an accumulated total of at least 48 hours of trading intervals are not billed on the basis of actual interval *metering data*; and,

if issued as a result of a *meter* reading, the date of the *meter* reading;

(j) ~~subject to subclause (1)(z),~~where relevant, the values of *meter* readings (or, if applicable, estimations) at the start and end of the billing period;

(k) particulars of the average daily consumption during the billing period, including the average daily cost for each *smart meter* tariff component of the billing period;

(l) if a bill was issued by the same *retailer* for the corresponding billing period during the previous year, particulars of the average daily consumption during that previous billing period;

(m) the estimated date of the next scheduled *meter* reading (if applicable);

(n) details of consumption or estimated consumption of *energy*;

(o) in the case of a *small customer* with a *smart meter* and to the extent the data is available, consumption for each monthly period over the past 12 months to be presented in graph format;

(p) [Deleted]~~for electricity bills, *bill benchmarking information* to the extent required by section 40R of the *Electricity Industry Act*;~~

(q) any amount deducted, credited or received under a government funded *energy* charge rebate, concession or relief scheme or under a *payment plan*;

(r) if the *small customer* has provided a *security deposit*, the amount of that deposit;

(s) details of the available payment methods;

(t) reference to the availability of government funded *energy* charge rebate, concession or relief schemes;

(u) a telephone number for account enquiries, the charge for which is no more than the cost of a local call;

(v) a telephone number for complaints (which may be the same as that for account enquiries), the charge for which is no more than the cost of a local call;

(v1) subject to subclause (6), on the front page of the bill, the *energy ombudsman's* name as the "Energy and Water Ombudsman (Victoria)" and its telephone number;

(w) a separate 24 hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call, being the telephone number for the *distributor* and giving the name of the *distributor*;

(x) contact details of interpreter services in community languages;

(y) any proportionate billing information in accordance with clause 60;

(z) if a *small customer's* bill is derived from interval data from a *smart meter*:

(i) [Deleted]~~the *index read* at the end of the billing period;~~

(ii) [Deleted]~~the *index read* at the start of the billing period;~~

(iii) the actual tariffs; and

(iv) the total amount of electricity (in kWh) consumed in each period or class of period in respect of which a relevant tariff applies to a *small customer*;

(aa) clear and simple information about the *price comparator* and how to access it, including a hyperlink on electronic bills; and

(bb) for electricity bills only, clear and simple information expressed in plain language on how to access the *Victorian default offer* from the *retailer*, displayed in a conspicuous manner on the front page of the bill with the following text: "The Victorian Default Offer is a reasonably priced electricity offer set by Victoria's independent regulator. Contact us on [phone number] to discuss the suitability of this plan for you".

Note: Additional obligations in relation to the provision of metering information to *small customers* are contained in the *Gas Distribution Code of Practice* and the *National Electricity Rules*.

(2) The *retailer* must include amounts billed for goods and services (other than the sale and supply of *energy*) in a separate bill or as a separate item in an *energy* bill.

(3) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(4) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*, except for subclause (1)(o).

(5) Application of this clause to exempt persons

(a) This clause, except for subclauses (1)(k), (l), (m), (p), (q), (w), (x), (aa) and (bb) applies to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4, except:

(i) subclauses (1)(a), (b), (c), (i), (j), (n), (y), and (z) do not apply to *exempt persons* in the following *categories*:

VD3;

(ii) subclause (1)(o) does not apply to *exempt persons* in the following *categories*:

VD2, VD3, VD7, VR2, VR3 and VR4.

(iii) subclause (1)(r) does not apply to *exempt persons* in the following *categories*:

VD2, VD3, VR2, VR3 and VR4.

(iv) subclause (1)(t) does not apply to *exempt persons* in the following *categories*:

VD1, VD3, VD7, VR1.

(b) Exempt persons in the following categories must include in a bill for a *small customer*, for electricity bills only, the following text displayed in a conspicuous manner on the front page of the bill: "*The Victorian Default Offer is a reasonably*

priced electricity offer set by Victoria's independent regulator. The maximum price you can be charged is set at the level of the Victorian Default Offer."

VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4

(6) A *retailer* is not required to comply with subclause 63(1)(v1) where:

(a) The relevant *customer retail contract* to which the bill relates is in respect of more than one premises;

(b) the *customer* is or would be a *small customer* in relation to at least one of the relevant premises; and

(c) the aggregate of the actual or estimated annual consumption level of the relevant premises is higher than:

(i) in the case of electricity, the upper consumption threshold provided for in an Order made under section 35(5) of the *Electricity Industry Act*; or

(ii) in the case of gas, the upper consumption threshold provided for in an Order made under section 42(5) of the *Gas Industry Act*.

~~2~~ [Deleted]~~Greenhouse gas disclosure or benchmarking information on electricity customers' bills~~

~~(2) In accordance with section 40R of the *Electricity Industry Act*, a *retailer* must include in each bill issued to a *small customer* for the supply or sale of electricity:~~

~~(c) the information concerning greenhouse gas emissions as specified in the *Guideline: Electricity Industry- Greenhouse Gas Disclosure on Electricity Customers Bills*; or~~

~~(d)~~**64** ~~*bill benchmarking information*, where the *small customer* is a *residential customer*.~~

~~64~~**65** **Pay-by date (SRC and EPA)**

(1) The *pay-by date* for a bill must not be earlier than 13 *business day*s from the *bill issue date*.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to market retail contracts

This clause does not apply in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~65~~66 Apportionment (SRC and EPA)

(1) If a bill includes amounts payable for goods and services other than the sale and supply of *energy*, any payment made by a *small customer* in relation to the bill must be applied firstly in satisfaction of the charges for the sale and supply of *energy*, unless:

(a) the *small customer* otherwise directs; or

(b) another apportionment arrangement is agreed to by the *small customer*.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~66~~67 In-home displays (SRC, MRC and EPA)

(1) If a *retailer* provides an *in-home display* to a *small customer*, the *retailer* must provide information to the *small customer* setting out how any consumption and cost information displayed on the *in-home display* compares to the consumption and cost information on the *small customer's* bills.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *category:*

VR2.

~~67~~68 Historical billing information (SRC, MRC and EPA)

(1) A *retailer* must use its best endeavours to provide historical billing and *metering data* to a *small customer* for the previous two years within 10 *business day*s of the *small customer*'s request, or such other period they agree.

(2) Historical billing data provided to the *small customer* for the previous two years must be provided without charge, but data requested for an earlier period or more than once in any 12 month period may be provided subject to a reasonable charge.

(3) If a *small customer* with a *smart meter* makes a request for historical billing data or *metering data*, a *retailer* must provide interval data electronically, or by some other form, in a way which makes the information understandable or accessible to the *small customer*.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(6) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~68~~69 Billing disputes (SRC, MRC and EPA)

(1) A *retailer* must review a bill if requested to do so by the *small customer*.

(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 *small customer* and the *retailer* agree is not the subject of review; or

(ii) an amount equal to the average amount of the *small 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* to test ~~the~~ any *meter* used to calculate the bill; and

(b) the *retailer* may require the *small 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.

Note: Additional obligations in relation to *meter* testing are contained in the *Gas Distribution Code of Practice* and the *National Electricity Rules*.

(6) For the purposes of subclause (5), a *small customer* request made under clause 59(5) is not to be treated as a request for the *meter* reading or *metering data* to be checked or ~~the~~ a *meter* tested.

(7) 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 clauses 70 or 71, as the case requires; and

(ii) may require the *small customer* to pay the amount (if any) of the bill that is still outstanding.

(8) The *retailer* must inform the *small customer* that the *small customer* may lodge a dispute with the *energy ombudsman* after completion of the *retailer*'s review of a bill, where the *small customer* is not satisfied with the *retailer*'s decision in the review and the *retailer*'s action or proposed action under subclause (7).

(9) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(10) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(11) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~69~~70 Undercharging (SRC, MRC and EPA)

(1) Subject to subclause (2), where a *retailer* has undercharged a *small customer*, it may recover from the *small customer* the amount undercharged.

(2) Where a *retailer* proposes to recover an amount undercharged the *retailer* must:

(a) unless the amount was undercharged as a result of the *small customer*'s fault or unlawful act or omission, limit the amount to be recovered to the amount undercharged in the four months before the date the *small customer* is notified of the undercharging;

(b) not charge the *small customer* interest on that amount;

(c) state the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount; and

(d) offer the *small customer* time to pay that amount by agreed instalments, over a period nominated by the *small customer* being no longer than:

(i) the period during which the undercharging occurred, if the undercharging occurred over a period of less than 12 months; or

(ii) 12 months, in any other case.

(3) If during the period that a *retailer* has undercharged a *small customer* the *small customer*'s tariff changes, the *retailer* must charge the *small customer* at the original and changed tariffs in proportion to the relevant periods during which the original and changed tariffs were in effect.

(4) To avoid doubt, a reference in this clause to undercharging by a *retailer* includes a reference to a failure by the *retailer* to issue a bill.

(5) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(6) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(7) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~70~~71 Overcharging (SRC, MRC and EPA)

(1) Where a *small customer* has been overcharged by an amount equal to or above the overcharge threshold, the *retailer* must inform the *small customer* accordingly within 10 *business day*s after the *retailer* becomes aware of the overcharging.

(2) If the amount overcharged is equal to or above the overcharge threshold, the *retailer* must:

(a) repay that amount as reasonably directed by the *small customer*;

(b) if there is no such reasonable direction, credit that amount to the next bill; or

(c) if there is no such reasonable direction and the *small customer* has ceased to obtain *customer retail services* from the *retailer*, use its best endeavours to refund that amount within 10 *business day*s.

Note: Money not claimed is to be dealt with by the *retailer* in accordance with the relevant unclaimed money legislation.

(3) If the amount overcharged is less than the overcharge threshold, the *retailer* must:

(a) credit that amount to the next bill; or

(b) if the *small customer* has ceased to obtain *customer retail services* from the *retailer*, use its best endeavours to refund that amount within 10 *business day*s.

(4) No interest is payable on an amount overcharged.

(5) If the *small customer* was overcharged as a result of the *small customer*'s unlawful act or omission, the *retailer* is only required to repay, credit or refund the *small customer* the amount the *small customer* was overcharged in the 12 months before the error was discovered.

(6) The overcharge threshold is $50 or such other amount as the *Commission* determines under subclause (7).

(7) The *Commission* may from time to time determine a new overcharge threshold after consultation with *retailers* and other relevant stakeholders.

(8) The *Commission* must publish the current overcharge threshold on its website.

(9) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(10) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(11) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~71~~72 Payment methods for retailers (SRC and MRC)

(1) A *retailer* must accept payment for a bill by a *small customer* in any of the following ways:

(a) in person;

(b) by telephone;

(c) by mail;

(d) by direct debit;

(e) by electronic funds transfer.

(2) A *residential customer*:

(a) applying for or on a *standard retail contract*; or

(b) on a *market retail contract*,

may request the *retailer* to permit payment by Centrepay as a payment option and, subject to clause 146, the *retailer* may elect to permit this option.

(2A) A *retailer* must offer a *small customer* at least one payment method, which is commonly used and accessible, and for which no charges are imposed (whether by the *retailer* or payment service provider).

(3) Where a direct debit arrangement is to be entered into between a *retailer* and a *small customer*:

(a) the *retailer* and the *small customer* must agree the amount, initial date and frequency of the direct debits; and

(b) the *explicit informed consent* of the *small customer* is required for entering into the arrangement.

(4) Where a direct debit arrangement is entered into between a *retailer* and a *small customer*, the *retailer* must:

(a) notify the *small customer* in writing that if the *small customer* requests the *retailer* to cease to rely on the arrangement, the *retailer* will no longer rely on the direct debit authority;

(b) terminate the arrangement on being requested by the *small customer* to do so; and

(c) if a *last resort event* occurs in respect of the *retailer*, the *retailer* must immediately cancel the direct debit arrangement and notify both the *small customer* and the financial institution of the cancellation.

(5) A *retailer* must accept payments by a *small customer* for a bill in advance.

(6) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(7) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*. However, subclauses (1) and (2A) only apply to all *market retail contracts* entered into on or after 1 October 2026.

~~72~~73 Payment methods for exempt persons (EPA)

(1) An *exempt person* must offer a *small customer* at least two of the following payment methods:

(a) in person;

(b) by telephone;

(c) by mail;

(d) by electronic funds transfer;

(e) by direct debit.

(2) An *exempt person* must offer each *small customer* at least one payment method which does not require internet access.

(2A) An *exempt person* must offer a *small customer* at least one payment method, which is commonly used and accessible, and for which no charges are imposed (whether by the *exempt person* or payment service provider).

(3) If the *exempt person* offers direct debit as a payment method, the *exempt person* must offer two payment methods in addition to direct debit to the *small customer*.

(4) An *exempt person* must accept payment for a bill from a *small customer* in advance.

(5) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

~~73~~74 Receipts (EPA)

(1) An *exempt person* must provide a person who purchases electricity from them with a receipt for any amount paid for electricity, except where payment has been made by:

(a) direct debit; or

(b) credit card over the phone or internet and the person is provided with a receipt number.

(2) If a person purchases electricity from an *exempt person* and pays for the electricity together with a payment for rent, the *exempt person* must either:

(a) separately identify the payment for electricity on the rent receipt; or

(b) produce a separate receipt for the electricity payment.

(3) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories:*

VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

~~74~~75 Shortened collection cycles (SRC, MRC and EPA)

(1) A *retailer* may place a *small customer* on a shortened collection cycle with the agreement of the *small customer*.

(2) Otherwise, a *retailer* may place a *small customer* on a shortened collection cycle only if:

(a) in the case of a *residential customer*—the *residential customer* is not receiving assistance under Part 6;

(b) the *retailer* has given the *small customer* a *reminder* or warning notice for two consecutive bills; and

(c) before the second reminder or warning notice, the retailer has given the small customer a notice informing the small customer that:

(i) receipt of the second *reminder or warning notice* may result in the *small customer* being placed on a shortened collection cycle;

(ii) being on a shortened collection cycle means the *small customer* will not receive a *reminder notice* until the *small customer* has paid three consecutive bills in the *small customer*'s billing cycle by the *pay-by date*;

(iii) failure to make a payment may result in arrangements being made for *disconnection* of the supply of *energy* without a further *reminder notice*;

(iv) alternative payment arrangements may be available; and

(v) the *small customer* may obtain further information from the *retailer* (on a specified telephone number).

(3) The *retailer* must, within 10 *business days* of placing the *small customer* on a shortened collection cycle, give the *small customer* notice that:

(a) the *small customer* has been placed on a shortened collection cycle;

(b) the *small customer* must pay three consecutive bills in the *customer*'s billing cycle by the *pay-by date* in order to be removed from the shortened collection cycle; and

(c) failure to make a payment may result in arrangements being made for *disconnection* of the supply of *energy* without a further *reminder notice*.

(4) The *retailer* must remove the *small customer* from the shortened collection cycle as soon as practicable after the *small customer* pays three consecutive bills in the *small customer*'s billing cycle by the *pay-by date*, unless the *small customer* requests that this not be done.

(5) In this clause:

reminder or warning notice means a *reminder notice* or a *disconnection warning notice*.

(6) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(7) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(8) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD7 and VR1.

~~75~~76 Request for final bill (SRC and EPA)

(1) If a *small customer* requests the *retailer* to arrange for the preparation and issue of a final bill ~~for~~ relating to the *small customer*'s premises, the *retailer* must use its best endeavours to arrange for:

(a) a *meter* reading; and

(b) the preparation and issue of ~~a~~ the final bill ~~for the premises~~ in accordance with the *small customer*'s request.

Note: Clause 191 makes provision for the issue of a final bill where the *small customer* requests *disconnection* of the premises.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to exempt persons

This clause, except for subclause (1)(a) applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~76~~77 Additional retail charges (SRC, MRC and EPA)

(1) A *retailer* may impose an *additional retail charge* on a *small customer*:

(a) if their *energy* contract is a *market retail contract*, whether or not the imposition of an *additional retail charge* is expressly provided for in a term or condition set out in this code of practice; and

(b) otherwise, only where the imposition of an *additional retail charge* is expressly provided for in a term or condition set out in this code of practice.

(2) The amount of any *additional retail charge* must be fair and reasonable having regard to related costs incurred by the *retailer*.

(3) In this clause and throughout this code of practice:

additional retail charge means a charge relating to the sale of *energy* by a *retailer* to a *customer* other than a charge based on the tariff applicable to the *customer* and which must be calculated in accordance with clause 77 of this code of practice. To avoid doubt:

(a) any network charge relating to the supply, but not sale, of *energy* to a *customer*'s supply address is not an *additional retail charge* (whether or not the network charge is bundled in the *retailer*'s tariff);

(b) without limiting subclause (a), any charge the *retailer* may impose as a direct pass through of a distribution tariff, standard control or alternative control service charge for electricity, ancillary reference tariff for gas or other charge imposed on the *retailer* by a *distributor* for *connection* to, or use of, the *distributor's* distribution system is not an *additional retail charge*; and

(c) any amount payable by a *customer* to a *retailer* for the *customer*'s breach of their *customer retail contract*, whether under an *agreed damages term* or otherwise, is not an *additional retail charge*.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(6) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

77A Conditional discounts, including pay-on-time discounts (SRC, MRC and EPA)

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

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

(b) where the *small customer's* failure to satisfy a relevant requirement, *payment condition*, or other condition results in:

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

(ii) that *customer* being liable to pay more than one *additional retail charge*; or

(iii) that *customer* no longer being entitled to one or more *conditional discounts* and being liable to pay one or more *additional retail charge*.

the aggregate amount of the *conditional discount* (or discounts) and *additional retail charge* (or charges) (as applicable) does not exceed a reasonable estimate of the costs incurred, or to be incurred, by the *retailer* resulting from the *small customer's* failure to satisfy the relevant requirements, *payment condition*, or other conditions.

(2) For the purpose of calculating the reasonable estimate of costs under subclause (1), including of costs incurred, or likely to be incurred, by the *retailer* resulting from a *small customer's* failure to satisfy the *payment condition* of a *pay-on-time discount*, a *retailer* must take into consideration the matters set out in any relevant guideline published by the *Commission*.

(3) Where a term or condition of a *customer retail contrac*t:

(a) provides for the payment of a *conditional discount*; and

(b) such term or condition is inconsistent with subclause (1),

a *retailer* must apply the *conditional discount* to each payment under the *customer retail contract* notwithstanding the *customer's* failure to satisfy the relevant *payment condition*.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(6) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following categories:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

Note: This clause applies to all contracts, whether entered into before or after 1 July 2020.

~~77~~78 Merchant service fees (MRC and EPA)

(1) Where a *residential customer* pays the *retailer's* bill using a method that results in the *retailer* incurring a merchant service fee, the *retailer* may recover the amount of that fee from the *residential customer*.

(2) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(3) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~78~~79 Dishonoured payments (SRC, MRC and EPA)

(1) If a *residential customer* pays the *retailer's* bill and that payment is dishonoured or reversed through fault of the *residential customer*, resulting in the *retailer* incurring a fee, the *retailer* may recover that fee from the *residential customer*.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~79~~80 Guaranteed service level payments (SRC and MRC)

(1) Where a *distributor* makes a payment required to be made by clause 14 of the *Electricity Distribution Code of Practice* via the *retailer*, the *retailer* must apply the payment to the *small customer's* account within 10 *business days*:

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

Division 2 Standard retail contracts – tariff changes

~~80~~81 Obligations on retailers (SRC)

(1) Where during a billing cycle a *small customer* changes from one type of tariff to another type of tariff for *customer retail services*, the *retailer* must (if it is necessary to do so due to the change in the type of tariff applying to that *small customer*):

(a) obtain a *meter* reading (or *metering data*) at the time the type of tariff changes; and

(b) calculate the *small customer*'s bill using the type of tariff applying:

(i) the old type of tariff up to but not including the date of the *meter* reading; and

(ii) the new type of tariff from and including the date of the *meter* reading.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

~~81~~82 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 *small 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 *small 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 subclause (2)(b), the date on which ~~the~~ all required *meter* reading~~s~~ ~~was~~ were 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 clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

~~82~~83 Change in use (SRC)

(1) A *small customer* must notify its *retailer* of a change in use of the *small customer*'s premises.

(2) Where a *small customer* notifies a *retailer* of a change in use of the *small customer*'s premises, the *retailer* may require the *small customer* to transfer to a tariff applicable to the *small customer*'s use of that premises with effect from the date on which the *retailer* notifies the *small customer* of the new tariff.

(3) If a *small customer* fails to give notice of a change in use of the *small customer*'s premises, the *retailer* may, upon giving notice to the *small customer*, transfer the *small customer* to the applicable tariff with effect from the date on which the change of use occurred.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

Division 3 Customer retail contracts – security deposits

~~83~~84 Consideration of credit history (SRC, MRC and EPA)

(1) For the purpose of deciding whether to require a *small customer* to provide a *security deposit* under clause 85 a *retailer* must:

(a) request the *small customer* to provide the *retailer* with:

(i) permission to obtain a credit check of the credit history of the *small customer*; and

(ii) other information relating to the credit history of the *small customer*; and

(b) take into consideration:

(i) any credit history obtained as a result of the credit check;

(ii) any credit history provided by the *small customer*; and

(iii) any other available information that relates to the credit history of the *small customer*,

that is reasonably required for the *retailer* to assess the ability of the *small customer* to meet the *customer*'s financial obligations under a *small customer retail contract*.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*, but only to the extent (if any) a contract provides for payment of a *security deposit*.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD7 and VR1.

~~84~~85 Requirement for security deposit (SRC, MRC and EPA)

(1) Subject to subclauses (2), (3) and (4) a *retailer* may only require a *small customer* to provide a *security deposit*:

(a) in the case of a *residential customer*— at the time the *small customer* requests the sale and supply of *energy* under a *customer retail contract* and not during the currency of the *customer retail contract*; and

(b) in the case of a *small business customer*—at the time the *small business customer* requests the sale and supply of *energy* under a *customer retail contract* or during the currency of the *customer retail contract*.

(2) A *retailer* cannot require a *small customer* to provide a *security deposit* unless:

(a) the *small customer* owes money to that *retailer* in relation to the sale and supply of *energy* to any premises, unless the bill relating to the amount owed is:

(i) under review by the *retailer* under clause 69; or

(ii) under consideration by the *energy ombudsman* as referred to in that clause;

(b) the *small customer* has fraudulently acquired or intentionally consumed *energy* otherwise than in accordance with the *energy laws* within the past two years;

(c) the *small customer* has refused or failed to provide *acceptable identification* to the *retailer*;

(d) the *retailer* reasonably considers that the *small customer* has an unsatisfactory credit history;

(e) in the case of a *small business customer*, the *retailer* reasonably considers that the *small business customer* has (in respect of the business):

(i) no history of paying *energy* accounts; or

(ii) an unsatisfactory record in relation to the payment of *energy* accounts; or

(f) the *small customer* has refused or failed to provide the *retailer* with the permission or other information requested under clause 84(1)(a).

(3) A *retailer* cannot require a *residential customer* to provide a *security deposit* if the *residential customer*:

(a) is a *residential customer* receiving assistance under Division 2 (Tailored assistance) of Part 6 (Assistance for residential customers anticipating or facing payment difficulties); or

(b) if the *residential customer* has formally applied for a *Utility Relief Grant* and a decision on the *application* has not been made.

(4) A *retailer* cannot require a *residential customer* to provide a *security deposit* unless the *retailer* has offered the *residential customer* the option of a *payment plan* and the *residential customer* has either declined the offer or failed to pay an instalment having accepted the offer and the *retailer* has otherwise complied with Part 6 (Assistance for residential customers anticipating or facing payment difficulties).

(5) If the *retailer* requires a *security deposit* on the basis that the *small customer* has an unsatisfactory credit history, the *retailer* must inform the *small customer*:

(a) that the *retailer* has decided the *small customer* has an unsatisfactory credit history;

(b) the reasons for the *retailer*'s decision; and

(c) of the *small customer*'s rights to dispute the decision of the *retailer*.

(6) A *retailer* must not refuse to sell *energy* on the grounds of non-payment or partial payment of a *security deposit* but may:

(a) arrange to *disconnect* premises in accordance with section 40SN of the *Electricity Industry Act* or section 48DP of the *Gas Industry Act*; or

(b) refuse to arrange *re-connection* of premises.

(7) Subject to subclause (6), payment or partial payment of a *security deposit* is not a pre-condition to the formation of a *standard retail contract*.

(8) In considering whether to require a *small customer* who is an *affected customer* to pay a *security deposit* the *retailer* must take into account the particular circumstances of that *affected customer*.

(9) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(10) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*, but only to the extent (if any) a contract provides for payment of a *security deposit*.

(11) Application of this clause to exempt persons

This clause, other than subclause (8), applies to *exempt persons* in the following *categories*:

VD1, VD7 and VR1.

~~85~~86 Payment of security deposit (SRC, MRC and EPA)

(1) **Security deposit must be paid**

A *small customer* who is required under clause 85 to pay a *security deposit* to a *retailer* is obliged to pay the *security deposit* when requested by the *retailer* to do so.

(2) **Re-connection may be refused for non-payment of security deposit**

A *retailer* may refuse to arrange the *re-connection* of a *small customer*'s premises if a required *security deposit* remains unpaid and the *small customer*'s premises have been *disconnected* for that reason.

(3) **Security deposit account**

A *retailer* must keep *security deposits* in a separate account and separately identify in its company accounts the value of *security deposits* that it holds for *small customer*s.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(5) Application of this clause to market retail contracts

Subclause (3) applies in relation to *market retail contracts*.

(6) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD7 and VR1.

~~86~~87 Amount of security deposit (SRC and EPA)

(1) A *retailer* must ensure that the amount of a *security deposit* for a *small customer* is not greater than 37.5% of the small *customer*'s estimated bills over a 12 month period, based on:

(a) the *small customer*'s billing history; or

(b) the average usage of *energy* by a comparable *small customer* over a comparable 12 month period.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD7 and VR1.

~~87~~88 Interest on security deposit (SRC, MRC and EPA)

(1) If a *retailer* has received a *security deposit* from a *small customer*, the *retailer* must pay interest to the *small customer* on the deposit at the bank bill rate.

(2) Interest is to accrue daily and is to be capitalised (if not paid) every 90 days.

(3) For the purposes of this clause, bank bill rate means a daily published rate no less than the pre-tax rate of return the *retailer* would earn over the period the *retailer* retains the *security deposit* if it were invested in bank bills that have a term of 90 days.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*, but only to the extent (if any) a contract provides for payment of a *security deposit*.

(6) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD7 and VR1.

~~88~~89 Use of security deposit (SRC and EPA)

(1) A *retailer* may apply a *security deposit* to offset amounts owed to it by a *small customer* if and only if:

(a) the *small customer* fails to pay a bill and the failure results in *disconnection* of the *small customer*'s premises by the *retailer* and there is no contractual right to *re-connection*; or

(b) in relation to the issue of a final bill:

(i) the *small customer* vacates the premises; or

(ii) the *small customer* requests *disconnection* of the premises; or

(iii) the *small customer* transfers to another *retailer*.

(2) If a final bill includes amounts payable for goods and services provided by the *retailer* other than for the sale of *energy*, the *retailer* must apply the *security deposit* firstly in satisfaction of the charges for the sale of *energy*, unless:

(a) the *small customer* otherwise directs; or

(b) another apportionment arrangement is agreed to by the *small customer*.

(3) The *retailer* must account to the *small customer* in relation to the application of a *security deposit* amount within 10 *business days* after the application of the *security deposit*.

(4) A reference in this clause to a *security deposit* includes a reference to any accrued interest on the *security deposit*.

(5) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(6) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD7 and VR1.

~~89~~90 Obligation to return security deposit (SRC and EPA)

(1) If a *small customer* has been required by a *retailer* to pay a *security deposit*, the *retailer* must repay to the *small customer* in accordance with the *small customer's* reasonable instructions the amount of the *security deposit*, together with accrued interest, within 10 *business days* after the *small customer*:

(a) completes one year's payment (in the case of a *residential customer*) or two years' payment (in the case of a *small business customer*) by the *pay-by dates* for the *retailer*'s bills; or

(b) vacates the relevant premises, requests *disconnection* of the premises or transfers to another *retailer*, where the *security deposit* or any part of it is not required in settlement of the final bill referred to in clause 89(1)(b).

(2) If no reasonable instructions are given by the *small customer*, a *retailer* must credit the amount of the *security deposit*, together with accrued interest, on:

(a) in a case to which subclause (1)(a) applies—the *small customer*'s next bill; or

(b) in a case to which subclause (1)(b) applies—the *small customer*'s final bill.

(3) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD7 and VR1.

Division 4 Key requirements for market retail contracts, Midday Power Saver Offer and exempt person arrangements

~~90~~91 Definitions

In this Division:

fixed price period means an initial fixed period during which a *retailer* is prohibited from increasing tariffs under the terms of a *market retail contract*;

fixed price period contract means a *market retail contract* that provides that the *retailer* will not increase tariffs during a *fixed price period* of not less than 12 months;

fixed term retail contract means a *market retail contract* or an *exempt person arrangement* that contains a term or condition that specifies:

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

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

Note: Clause 99 of this code of practice provides that the length of a *fixed term retail contract* must be not less than 12 months.

~~91~~92 Tariffs and charges (MRC and EPA)

(1) This clause sets out some minimum requirements that are to apply in relation to the terms and conditions of *market retail contracts* and *exempt person arrangement*.

(2) A *retailer* must set out in a *market retail contract* or an *exempt person arrangement* with a *small customer* all tariffs and charges payable by the *small customer*.

(3) The *retailer* must give notice to the *small customer* of any variation to the tariffs and charges that affects the *small customer*.

(4) The notice must be given as soon as practicable, and otherwise no later than the *small customer*'s next bill.

(5) The *retailer* must set out in the *market retail contract* the obligations with regard to notice that the *retailer* must comply with where the tariffs and charges are to be varied.

(6) Any variation of the terms and conditions of a *market retail contract* must not be inconsistent with the requirements of this code of practice in relation to the variation of *market retail contracts*.

(7) Application of this clause to market retail contracts

Subclauses (1), (2), (5) and (6) apply in relation to *market retail contracts.*

(8) Application of this clause to exempt persons

Subclauses (1), (2), (3) and (4) of this clause applies to *exempt persons* in the following *categories:*

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~92~~93 Variations to market retail contracts (MRC)

(1) The structure and nature of the tariff of a *market retail contract* between a *small customer* and a *retailer* must only be varied by agreement in writing between the *small customer* and the *retailer*.

Note: The *retailer* may be required to obtain the *small customer's explicit informed consent* in order to vary a *market retail contract* if provided for by a provision of this Code of Practice.

(2) If the structure or nature of the tariff changes in accordance with a term or condition of a *customer retail contract* previously agreed between the *small customer* and the *retailer* or in accordance with the Advanced Metering Infrastructure (Retail and Network Tariffs) Order 2021, no further agreement is required between the *retailer* and the *small customer* to effect such tariff change, provided that, where the contract is a *market retail contract*, the *small customer* had given its *explicit informed consent* to the inclusion of the relevant term or condition in the *customer retail contract*.

(3) For the avoidance of doubt, if the tariff and terms and conditions of a *dual fuel contract* vary on *disconnection* by a *retailer* of a *residential customer's* gas in accordance with and as contemplated by a *disconnection warning notice*, no further agreement is required.

(4) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~93~~94 Price certainty: Price increases must only be made on a network tariff change date or annually after a fixed price period (MRC)

(1) The objective of this clause is to provide *small customers* with certainty that tariffs payable under a *market retail contract* (other than an *exempt market retail contract*) can be increased by a *retailer* only on a *network tariff change date* or as otherwise permitted by this clause.

(2) Subject to subclauses (3), (5), (6) and (7), a *retailer* must not increase any of the tariffs payable by a *small customer* under a *market retail contract* except with effect from a *network tariff change date*.

(3) Subclause (2) does not permit a *retailer* to increase any tariffs payable by a *small customer* under a *market retail contract* with effect from a *network tariff change date* if:

(a) the contract is a *fixed price period contract*; or

(b) the *retailer* is otherwise prohibited from doing so under the terms and conditions of the *market retail contract.*

(4) Subject to subclauses (5), (6) and (7), a *retailer* must not increase any of the tariffs payable by a *small customer* under a *fixed price period contract* except with effect from:

(a) the date on which the *fixed price period* expires; and

(b) each anniversary of that date.

(5) Subclauses (2) and (4) do not apply to tariffs payable by a *small customer* under an *exempt market retail contract* provided that, for an *exempt market retail contract* entered into on or after 1 July 2020, the *retailer* has complied with its obligations under clauses 26(4) and 118 of this code of practice to obtain the *small customer's explicit informed consent* to enter into that *exempt market retail contract*.

Note: *Exempt market retail contract* is defined in clause 117 of this code of practice.

(6) In the event that a *VDO price determination* is varied on account of an event that was uncertain or unforeseen by the *Commission*, subclauses (2) and (4) do not prevent a *retailer* from increasing any tariffs charged under a *market retail contract* with effect from the date one month after the date on which the variation to the *VDO price determination* takes effect.

Note: Clause 13(3)(a) of the *VDO Order* permits the *Commission* to vary a *VDO price determination* if an uncertain or unforeseen event has occurred or will occur.

(7) Subclauses (2) and (4) do not prevent a *retailer* from increasing any tariffs charged under a *market retail contract* at any time where:

(a) the increase to the tariff is a direct result of, and does no more than to give effect to, a tariff reassignment by the *distributor*; or

(b) the *market retail contract* is in respect of more than one premises and:

(i) the *customer* is or would be a *small customer* in relation to at least one of those premises; and

(ii) the aggregate of the actual or estimated annual consumption level of the relevant premises is higher than:

(A) in the case of electricity—the upper consumption threshold provided for in an Order made under section 35(5) of the *Electricity Industry Act*;

(B) in the case of gas—the upper consumption threshold provided for in an Order made under section 42(5) of the *Gas Industry Act*.

Notes: As to the upper consumption thresholds for *small customers*, see the notes under the definition of "*small customer*" in clause 3.

This clause does not apply in relation to changes to any feed-in tariffs payable to *small customers*.

This clause does not prevent a *retailer* from changing the tariffs of plans that it offers, advertises or markets to *customers* at any time.

(8) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~94~~95 **[Deleted]**

~~95~~96 ~~Fixed B~~**benefit period to apply for duration of market retail contract (MRC)**

(1) If a *market retail contract* provides for a discount, rebate or credit (including a *conditional discount*) to be made available to the *small customer* ~~for a fixed benefit period~~, the *retailer*:

(a) must continue to make that discount, rebate or credit available; and

(b) must not change the amount of that discount, rebate or credit,

throughout the term of that contract.

(1A) If a *market retail contract* entered into prior to 1 July 2020 provides for a discount, rebate or credit (including a conditional discount) to be made available to the *small customer* ~~for a fixed benefit period~~ and the discount, rebate or credit (including a *conditional* discount) ~~fixed benefit period~~ has not expired, the *retailer*:

(a) must continue to make that discount, rebate or credit available; and

(b) must not change the amount of that discount, rebate or credit, throughout the term of that contract.

(1AA) For the purposes of this clause, the following are not discounts, rebates or credits:

(a) a concession or rebate provided by government in relation to the supply or use of *energy*;

(b) a one-off rebate or credit (such as a one-off sign on benefit);

(c) a feed-in tariff; or

(d) a contractual limitation on a *retailer's* ability to vary a tariff or charge payable under a *market retail contract*.

(2) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~96~~97 Cooling off period and right of withdrawal (MRC~~,~~ ~~and~~ EPA and Midday Power Saver Offer)

(1) Right of withdrawal

A *small customer* who enters into a *market retail contract* ~~or~~ an *exempt person arrangement* or a *standard retail contract* for the *Midday Power Saver Offer* with a *retailer* has the right to withdraw from the contract in accordance with this clause.

(2) When right of withdrawal may be exercised

The right of withdrawal may be exercised within the period of 10 *business days* (the ***cooling off period***) commencing with the date the *small customer:*

(a) receives the *required information* about the contract~~; or~~

(b) enters into the *exempt person arrangement*; or

~~(b)~~(c) for a *standard retail contract* for the *Midday Power Saver Offer*, receives the clear advice referred to in clause 38A.

(3) Customer's agreement or acceptance is not a bar to withdrawal

The right of withdrawal may be exercised even though the *small customer* agreed to or accepted the contract or the *exempt person arrangement*.

(4) How right of withdrawal may be exercised

The *small customer* withdraws from the contract or arrangement on the *exempt person arrangement* by informing the *retailer* orally or in writing of the *small customer*'s intention to withdraw from the contract or arrangement.

(5) Rights and obligations to be set out in contract

A *retailer* must include in each *market retail contract* ~~or~~ *exempt person arrangement* or *Midday Power Saver Offer* it enters into with a *small customer* express provisions setting out the rights and obligations provided for by this clause.

(6) Record of withdrawal

A *retailer* must create a record of each withdrawal, and the provisions of clause 8 of the code of practice apply in relation to a record of withdrawal as if it were a record of *explicit informed consent*.

(7) Effect of withdrawal

Withdrawal from a *market retail contract* ~~or~~ an *exempt person arrangement* or a contract for the *Midday Power Saver Offer* operates as a rescission of the contract or arrangement.

(8) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(9) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

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

This clause applies in relation to *standard retail contracts* for a *retailer's Midday Power Saver Offer*.

~~97~~98 Notice of benefit change (EPA)

(1) If an *exempt person arrangement* provides for a *benefit change*, the *exempt person* must, in accordance with this clause, notify the *small customer* of each *benefit change*.

(2) The notice of *benefit change* must be given:

(a) in writing; and

(b) no earlier than 40 *business days* and no later than 20 *business days* before the date the *benefit change* takes effect.

(3) The notice of the *benefit change* must state:

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

(b) that a *benefit change* will occur and the date *benefit change* will take effect.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories:*

VD1, VD2, VR1, VR2, VR3 and VR4.

~~98~~99 Duration of fixed term retail contracts (MRC)

(1) A *fixed term retail contract* must provide for a contract length of not less than 12 months.

(2) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~99~~100 Retailer notice of end of fixed term retail contract (MRC and EPA)

(1) This clause applies to *fixed term retail contracts*.

(2) A *retailer* must, in accordance with this clause, notify a *small customer* with a *fixed term retail contract* that the contract or arrangement is due to end.

(3) The notice must be given no earlier than 40 *business days* and no later than 20 *business days* before the end date of the contract or arrangement.

(4) The notice must state:

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

(b) details of the prices, terms and conditions applicable to the sale of *energy* to the premises concerned under a *deemed contract*;

(c) the *small customer*'s options for establishing a *customer retail contract* (including the availability of a *Victorian default offer* or *standing offer*) or *exempt person arrangement*; and

(d) the consequences for the *small customer* if the *small customer* does not enter into a *customer retail contract* (whether with that or another *retailer*) or *exempt person arrangement*, including the entitlement of the *retailer* to arrange for the *disconnection* of the premises and details of the process for *disconnection*.

(5) The *retailer* is not required to give the notice where the *small customer* has already entered into a new contract with the *retailer*, or has given instructions to the *retailer* as to what actions the *retailer* must take at the end of the contract.

(6) A *retailer* must, for a *fixed term retail contract*, include a term or condition to the effect that the *retailer* will:

(a) notify the *small customer* that the contract is due to end; and

(b) give such notice no earlier than 40 *business days* and no later than 20 *business days* before the end of the contract.

(7) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(8) Application of this clause to exempt persons

Subclauses (1), (2), (3), (4) and (5) (except for (4)(b)) of this clause apply to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~100~~101 Early termination charges and agreed damages terms (MRC)

(1) A term or condition of a *fixed term retail contract* has no effect to the extent that it provides for payment of an early termination charge or *agreed damages term* (however described), unless:

(a) the contract includes details of the amount or manner of calculation of the early termination charge or *agreed damages term*; and

(b) subject to subclause (7), the early termination charge or *agreed damages term* is a reasonable estimate of the costs to the *retailer* resulting from the early termination or other event the subject of the *agreed damages term*.

(2) For the purposes of subclause (1)(b), the costs to the *retailer* are the reasonable costs incurred or to be incurred by the *retailer*, and do not include costs based on lost supply or lost profits.

(3) Subject to subclause (4), a term or condition of a *market retail contract* that is not a *fixed term retail contract* has no effect to the extent that it provides for the payment of an early termination charge (however described).

(4) Subclauses (1) and (3) do not prevent the imposition of an early termination charge due to the early termination of a *fixed benefit period*, even if this coincides with the termination of the *market retail contract*.

(5) An early termination charge (however described), payable where a *small customer* terminates a *fixed benefit period* early, only has effect if:

(a) the contract includes details of the amount or manner of calculation of the early termination charge; and

(b) subject to subclause (7) the early termination charge is a reasonable estimate of the costs to the *retailer* resulting from the early termination.

(6) For the purposes of subclause (5)(b), the costs to the *retailer* are the reasonable costs incurred or to be incurred by the *retailer*, and do not include costs based on lost supply or lost profits.

(7) Any amount of an early termination charge must be determined by reference to, and must not exceed, the total of the following direct costs incurred by the *retailer* in relation to that particular *small customer* which remain unamortised at the time of termination:

(a) pro-rata costs of procuring the *small customer* to enter into the contract; and

(b) unless the early termination was a direct consequence of the *small customer* exercising the *small customer's* right to opt-out of a *demand retail tariff* in accordance with clause 8 of the Advanced Metering Infrastructure (Retail and Network Tariffs) Order 2021, $20, which is deemed to comprise:

(i) the additional costs of giving effect to the early termination of the contract, final billing and ceasing to be responsible for the *small customer's* premises; and

(ii) the value of any imbalance in the *retailer's* electricity or gas hedging program that is attributable to that breach of contract.

(8) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~101~~102 Small customer complaints and dispute resolution information (MRC and EPA)

(1) A *retailer* must include, as a minimum requirement in relation to the terms and conditions of a *market retail contract*, provisions to the effect of the following:

(a) the *small customer* may, if they have a query, complaint or dispute, contact the *retailer*;

(b) the *retailer* is obliged to handle a complaint made by a *small customer* in accordance with the *retailer*'s standard complaints and dispute resolution procedures, which can be found on the *retailer*'s website or provided to the *small customer* on request;

(c) the *retailer* must inform the *small customer* of the outcome of the *small customer*'s complaint; and

(d) if the *small customer* is not satisfied with the *retailer*'s response to the *small customer*'s complaint, the *small customer* has a right to refer the complaint or dispute to the *energy ombudsman*.

(2) The provisions required to be included in the *market retail contract* must provide the *retailer*'s contact details for the *small customer* to contact the *retailer* in connection with a query, complaint or dispute.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to all *categories* of *exempt persons*.

~~102~~103 Liabilities and immunities (MRC and EPA)

(1) A *retailer* must not include any term or condition in a *market retail contract* or an *exempt person arrangement* with a *small customer* that limits the liability of the *retailer* for breach of the contract or negligence by the *retailer*.

(2) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(3) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

~~103~~104 Indemnities (MRC and EPA)

(1) A *retailer* must not include any term or condition in a *market retail contract* or an *exempt person arrangement* with a *small customer* under which the *small customer* indemnifies the *retailer*, so that the *retailer* may recover from the *small customer* an amount greater than the *retailer* would otherwise have been able to recover at general law for breach of contract or negligence by the *small customer* in respect of the contract.

(2) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(3) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD3, VD7, VR1, VR2, VR3 and VR4.

Division 5 Customers entitled to clear information about energy plans

~~104~~105 Objective

(1) The objective of this Division is to give *small customers* assistance to engage confidently with the *energy* market by:

(a) giving *small customers* an entitlement to clear, timely, easily understood information to allow them to evaluate the ongoing suitability of their *customer retail contract*, before any changes that will affect their bill occur, and the steps the *small customer* can take to find an alternative *customer retail contract*;

(b) giving *small customers* an entitlement to prominently displayed, helpful information that enables them to easily:

(i) identify whether they are on their *retailer's deemed best offer*;

(ii) understand how to access their *retailer's deemed best offer,* if they are not already on the *retailer's deemed best offer*; and

(iii) understand how to access offers from other *retailers* via the *price comparator*; and

(c) providing *small customers* with a mechanism to consider and compare the features and prices of different *energy* plans so as to assist the *small customer* to assess the suitability of, and select, a plan.

~~105~~106 Minimum standards - Notice of price or benefit change to be given (SRC and MRC)

(1) If a *benefit change* or a *price change* is to take effect, the *retailer* must provide the *small customer* who is party to the relevant *customer retail contract* with a *bill change alert* in accordance with this Division.

(2) The *bill change alert* must be given to the *small customer*:

(a) in writing;

(b) using the *small customer*'s preferred method of communication (if nominated, for example by post or by email to a specified address); and

(c) at least five *business days* before the *benefit change* or *price change* will take effect.

(3) The *bill change alert* must state:

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

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

(c) the name and web address of the *price comparator* including a hyperlink to the *price comparator* website on notices provided electronically;

(d) that the *small customer* may request historical billing data from the *retailer* that will assist the *small customer* to compare offers that are generally available to similar classes of *small customers* in their geographical area;

(e) the nature of the *price change* or *benefit change* and the date on which the *price change* or *benefit change* will take effect;

(f) any early termination charges payable under the *customer retail contract*;

(g) the *retailer's* estimate of the annual dollar impact of the *price change* or *benefit change* to the *small customer*, determined by the *retailer* calculating the difference in dollars between the *customer's annual total cost of current plan* calculated from the effective date of the *price change* or *benefit change* and the *customer's annual total cost of current plan* calculated immediately prior to the effective date of the *price change* or *benefit change*;

(h) any information the *retailer* has regarding the *small customer's* account that will assist the *small customer* to use the *price comparator* and which is practicable to provide as part of the *bill change alert*; and

(i) a *deemed best offer message*.

(4) For the purposes of subclause (3)(i):

(a) the *retailer* must identify the *deemed best offer* for the *small customer* in accordance with clause 108 as at the effective date of the *price change* or *benefit change*;

(b) using this *deemed best offer*, the *retailer* must perform the *deemed best offer check* for the *small customer* in accordance with clause 109 with *annual total cost of current plan* and *annual total cost of deemed best offer* determined as at the date the *price change* or *benefit change* becomes effective;

(c) if the *deemed best offer check result* is negative, the *retailer* must include a *negative deemed best offer message* in accordance with clause 111(4) on the *small customer's bill change alert*;

(d) if the *deemed best offer check* is positive, the *retailer* must include a *positive deemed best offer message* in accordance with clause 111(3) on the *small customer's bill change alert*;

(e) a *deemed best offer message* must:

(i) be on the front page of the *bill change alert*; and

(ii) be contained in a border; and

(f) a *deemed best offer message* is not required to use the words "best offer", but must be written in a way which clearly and simply conveys the meaning of *deemed best offer*.

(5) Where a *retailer* provides a *small customer* with a *bill change alert* in relation to a *price change*, in addition to the requirements of subclauses (3) and (4) the *bill change alert* must:

(a) identify the *small customer's* existing tariffs and charges inclusive of *GST;*

(b) identify the *small customer's* tariffs and charges as varied by the *price change* inclusive of *GST*; and

(c) specify that the tariffs and charges identified in subclauses (5)(a) and (5)(b) are inclusive of *GST.*

(6) A *retailer* is not required to comply with this clause in respect of a *benefit change*:

(a) relating to a benefit that is a one-off gift or sign-up credit provided to a *small customer* as a result of entering the *customer retail contract*;

(b) that occurs within 40 *business days* of the commencement of the *customer retail contract*; or

(c) where the benefit is rolled over on the same terms and conditions after the expiry of the existing benefit.

(7) A *retailer* is not required to comply with this clause in respect of a *price change* where:

(a) a *small customer* enters a *customer retail contract* less than 10 *business days* prior to a *price change* taking effect, and the *retailer* notified the *small customer* of the *price change* prior to *small customer* entering the *customer retail contract*;

(b) the *price change* is a result of a tariff or charge that continually varies in relation to the prevailing spot price of *energy*. For the avoidance of doubt, this exemption does not apply with respect to *price changes* to any remaining tariffs and charges that form part of the same *customer retail contract* and which do not vary in relation to the spot price of *energy*;

(c) the *price change* is a direct result of a change or withdrawal or expiry of a government funded *energy* charge rebate, concession or relief scheme; or

(d) the *price change* is a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to the *small customer*.

(8) Despite subclause (2)(c), a *retailer* must provide the *bill change alert* as soon as practicable, and in any event no later than the *small customer's* next bill, where the variations to the tariffs and charges are a direct result of a tariff reassignment by the *distributor*. For the purposes of providing a notice under this subclause, the reference to:

(a) "is to take effect" in subclause (1) is taken to be "is to take effect or has taken effect (whichever is applicable)"; and

(b) "will take effect" in subclause (3)(e) is taken to be "will take effect or has taken effect".

(9) A *retailer* is not required to comply with subclause (3)(i) 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 of the relevant premises is higher than:

(i) in the case of electricity—the upper consumption threshold provided for in an Order made under section 35(5) of the *Electricity Industry Act*;

(ii) in the case of gas—the upper consumption threshold provided for in an Order made under section 42(5) of the *Gas Industry Act*.

(10) A *retailer* is not required to comply with subclause (3)(i) where the *small customer* receives a single bill in respect of the provision of *customer retail services* at two or more premises.

(11) Nothing in subclauses (6) and (7) limits or otherwise affects the application of any other requirement in relation to the provision of information by a *retailer* to a *small customer*.

(12) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(13) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~106~~107 Minimum standards – Notice of feed-in tariff change to be given (MRC)

(1) If a *feed-in tariff change* is to take effect, the *retailer* must provide the *small customer* who is a party to the relevant *feed-in tariff agreement* with a *feed-in tariff alert* of the f*eed-in tariff change*.

(2) The *feed-in tariff alert* must be given to the *small customer*;

(a) in writing;

(b) using the *small customer's* preferred method of communication (if nominated, for example by post or by email to a specified address); and

(c) at least five *business days* before the *feed-in tariff change* will take effect.

(3) The *feed-in tariff alert* must state:

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

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

(c) the name and web address of the *price comparator* including a hyperlink to the *price comparator* website on the notices provided electronically;

(d) the rate applying before and after the *feed-in tariff change*;

(e) the following words, "the feed-in tariff rate set by [insert retailer name] is" immediately followed by the rate published by a *retailer* under section 40G of the *Electricity Industry Act*, for the purposes of section 40FBA of the *Electricity Industry Act*;

(f) the date on which the *feed-in tariff change* will take effect.

(4) A *retailer* is not required to comply with this clause in respect of a *feed-in tariff change* where a *small customer* enters a *feed-in tariff agreement* less than 10 *business days* prior to a *feed-in tariff change* taking effect and the *retailer* notified the *small customer* of the *feed-in tariff change* prior to the *small customer* entering not the *feed-in tariff agreement*.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~107~~108 Identification of deemed best offer (SRC and MRC)

(1) Where a *retailer* is required to carry out a *deemed best offer check* for a *small customer*, the *retailer* must identify the relevant *deemed best offer* for that *small* customer.

(2) The *deemed best offer* must be either:

(a) the plan that the *retailer* offers which:

(i) is the lowest cost *generally available plan* or *Victorian default offer* or *Midday Power Saver Offer* applicable to the *small customer* having regard to the *small customer*'s *annual usage history*; and

(ii) does not have as a precondition or condition that the *small customer* have or maintain a paid affiliation or membership with an entity that is unrelated to the *retailer*; or

(b) a plan that has a lower cost than the lowest cost *generally available plan* or *Victorian default offer* or *Midday Power Saver Offer* applicable to the *small customer*.

(3) Where the *small customer* is party to a *customer retail contract* that provides a discount on condition that the *small customer* buys another good or service, the *deemed best offer* identified in accordance with subclause (2) must be determined without any such discount.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts.*

~~108~~109 Deemed best offer check (SRC and MRC)

(1) A *retailer* must carry out the *deemed best offer check* by calculating the *deemed best offer check result* in accordance with the following formula:

deemed best offer check result = A - B

Where:

A = *annual total cost of current plan*

B = *annual total cost of deemed best offer*

(2) If the *deemed best offer check result* is less than or equal to $50, the *deemed best offer check result* is positive.

(3) If the *deemed best offer check result* is greater than $50, the *deemed best offer check result* is negative.

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~109~~110 Retailers to give customers deemed best offer message (SRC and MRC)

(1) A *retailer* must provide a *deemed best offer message* on a bill or *bill summary* to a *small customer*:

(a) at least once every three months (electricity);

(b) at least once every four months (gas); or

(c) where a *retailer* and a *small customer* have agreed to a billing cycle with a regular recurrent period that differs from the *retailer's* usual recurrent period and that period is three months or longer, once in each billing cycle.

(2) A *retailer* must, before providing a *deemed best offer message*:

(a) determine the *deemed best offer* for the *small customer* in accordance with clause 108 as at the date the bill or *bill summary* containing the *deemed best offer message* will be issued; and

(b) using this *deemed best offer*, perform the *deemed best offer check* for the *small customer*.

(3) If the *deemed best offer check result* is negative, the *retailer* must include:

(a) a *negative deemed best offer message* on the *small customer's* bill; and

(b) a *negative deemed best offer message* on any *bill summary* of the bill that it sends to the *small customer*.

(4) If the *deemed best offer check result* is positive, the *retailer* must include:

(a) a *positive deemed best offer message* on the *small customer's* bill; and

(b) a *positive deemed best offer message* on any *bill summary* of the bill it sends to the *small customer*.

(5) The requirement in subclause (1) is in addition to the requirement to provide a *deemed best offer message* on a *bill change alert* in clause 106.

(6) A *retailer* is not required to comply with this clause 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 of the relevant premises is higher than:

(i) in the case of electricity—the upper consumption threshold provided for in an Order made under section 35(5) of the *Electricity Industry Act*;

(ii) in the case of gas—the upper consumption threshold provided for in an Order made under section 42(5) of the *Gas Industry Act*.

(7) A *retailer* is not required to comply with this clause where the *customer* receives a single bill in respect of the provision of *customer retail services* at two or more premises.

(7A) a *retailer* is not required to comply with this clause when providing a *small customer's* final bill.

~~(7)~~(8) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

~~(8)~~(9) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~110~~111 Form and content requirements of deemed best offer message (SRC and MRC)

(1) The requirements in this clause apply to any bill or *bill summary* that contains a *deemed best offer message*.

(2) A *deemed best offer message* must:

(a) if included on a bill, be on the front page of the bill;

(b) be contained in a border; and

(c) be located adjacent to and no less prominently than the amount due.

(3) A *retailer* has discretion over what to include in a *positive deemed best offer message,* provided that the *retailer*:

(a) ensures that it is clear to the *small customer* that they are on one of the *retailer's* lowest cost *customer retail contracts* available to the *small customer* having regard to the *customer's annual usage history*; and

(b) *includes* the name and web address of the *price comparator* and how to access it, including a hyperlink on electronic bills.

(4) A *negative deemed best offer message*:

(a) must contain a title using the exact words "Could you save money on another plan";

(b) must contain the exact words "Based on your past usage, our" followed by the name of the *deemed best offer* plan, followed by the exact words" may cost you up to", followed by the dollar amount of the *deemed best offer check result*, followed by the exact words "less per year than your current plan";

(c) where the *deemed best offer* is subject to conditions, may provide that conditions apply and the nature of those conditions; and

(d) must contain clear and simple instructions on how to switch to the *deemed best offer.*

(5) A *deemed best offer message* is not required to use the words "best offer", but must be written in a way which clearly and simply conveys the meaning of *deemed best offer*, having regard to the objective of this Division.

(6) Nothing in subclauses (3) and (4) otherwise limits a *retailer* in providing other information to *small customers* in connection with a *best offer message* in a manner and form that promotes the objective of this Division.

(7) Despite subclause (1), a *deemed best offer message* on a *bill summary* is not required to comply with subclause (2) only to the extent it is not practicable to do so because of the method by which the *bill summary* is communicated to the *small customer*.

(8) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(9) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

111A Processes for switching to deemed best offer

(1) A *retailer* must have effective processes for a *small customer* to switch to the *deemed best offer*.

Note: Clause 111A does not apply to contracts exempt from *deemed best offer* requirements.

(2) For the purpose of subclause (1), a *retailer's* processes for a *small customer* to switch to the *deemed best offer* is not effective unless it is *simple* and *accessible*.

(3) In this clause:

(a) ***simple*** means the process is easy for a *small customer* to understand and to complete in a reasonable time period.

(b) ***accessible*** means the process is, so far as reasonably practical, adaptable to the needs of the *retailer's small customers* having regard to whether their access to information is impeded due to matters that include but are not limited to age, language, education, vulnerability and technical aptitude.

(4) A *retailer* must:

(a) provide on its website clear and simple instructions on how a *small customer* can switch to the *deemed best offer*;

(b) at a minimum, have a process through its website and a process by telephone for a *small customer* to identify and switch to the *deemed best offer*.

~~111~~112 Record keeping

(1) A *retailer* must maintain records that are sufficient to evidence its compliance with this Division.

(2) The *retailer* must ensure that the records required to be maintained pursuant to subclause (1) are retained for:

(a) at least two years; or

(b) where a *small customer* has within that period made a complaint or referred a dispute to the *energy ombudsman* in relation to the provision of notice of a *benefit change*, *price change* or *feed-in tariff change* or the provision of information about a *deemed best offer*, including that such notice or information was not provided—for the period the complaint or dispute remains unresolved.

Division 6 Transfer of customers

~~112~~113 Retailer obligations in relation to small customer transfer

(1) A *retailer* must not submit a request for a transfer under the relevant *Retail Market Procedures* unless:

(a) the *retailer* has obtained *explicit informed consent* from the *small customer* to enter into the relevant *customer retail contract*; and

(b) the *retailer* has a *customer retail contract* in place to enable the sale of *energy* to the *small customer* at their premises.

(2) A *small customer* transfer under the relevant *Retail Market Procedures* is permitted prior to the completion of the *cooling off period*, provided that the transfer can be reversed if the *customer* elects to withdraw from the contract under clause 97.

~~113~~114 Notice to small customers on transfer

(1) A *retailer* must, within five *business day*s of receiving notification that it has become the *financially responsible retailer* for a *small customer* as a result of a *small customer* transfer, give notice to the *customer*:

(a) that the *retailer* has commenced selling *energy* to the *small customer*; and

(b) of the date on which the *retailer* commenced selling *energy* to the *small customer*.

~~114~~115 Notice to small customers where transfer delayed

(1) Where a *retailer* has notified a *small customer* of the expected date of a transfer and that transfer does not occur, the *retailer* must, within five days of becoming aware that a transfer has not occurred on the expected date, notify the *small customer*:

(a) that the transfer did not occur;

(b) of the reason for the delay; and

(c) of the new expected date of the completion of the transfer, if it is still proceeding.

Division 7 Price certainty: Exempt market retail contracts

~~115~~116 Objectives

(1) The objectives of this Division are to:

(a) identify what kinds of *market retail contracts* are *exempt market retail contracts* for the purposes of clause 94 and this Division;

(b) allow for retail product innovation through clause 117; and

(c) provide for additional consumer protections for *small customers* who are party to *exempt market retail contracts*.

~~116~~117 Definition of exempt market retail contract

(1) In clause 94 and this Division, *exempt market retail contract* means a *market retail contract*:

(a) that includes a tariff that continually varies in relation to the prevailing spot price of *energy*;

(b) under which a *small customer* pre-purchases a specified quantity of *energy*; or

(c) on terms and conditions in respect of which the *Commission* has granted an exemption.

Note: The *Commission* has published a guideline regarding applications for and granting of exemptions for the purposes of clause 117(1)(c).

~~117~~118 Explicit informed consent—exempt market retail contracts

(1) For the purposes of clause 7(1)(a), the matters relevant to obtaining a *small customer's explicit informed consent* to enter into an *exempt market retail contract* include, but are not limited to:

(a) the fact that the tariffs may change more than once per year;

(b) the basis for the changes to tariffs;

(c) the estimated frequency of changes to tariffs; and

(d) the fact that the *retailer* offers one or more other contracts (including, in relation to electricity, the *Victorian default offer*) under which tariffs will change only with effect from a *network tariff change date* or as otherwise permitted under clause 94 of this code of practice.

Note: Under clause 7(1)(a), the matters above must be clearly, fully and adequately disclosed to the *small customer* in plain English.

(2) The matters specified in subclause (1) must be displayed prominently in any document or *electronic communication* by which they are disclosed to the *small customer*.

(3) This clause does not affect the application of Parts 4 and 5 of this code of practice to an *exempt market retail contract*.

~~118~~119 Notice and reporting requirements—exempt market retail contracts

(1) A *retail marketer* must not:

(a) supply or offer to supply *energy*; or

(b) advertise or market the supply of *energy,*

under an *exempt market retail contract* unless the *retailer* has complied with its obligations under this clause.

(2) A *retailer* must notify the *Commission* if the *retailer* (or a *retailer marketer* on its behalf) proposes to:

(a) supply or offer to supply *energy*; or

(b) advertise, market or promote the supply of *energy*,

under a retail product that would be an *exempt market retail contract.*

(3) A *retailer* who supplies or offers to supply *energy* under an *exempt market retail contract* must report to the *Commission* regarding that retail product.

(4) A *retailer* who notifies or reports to the *Commission* under subclauses (2) or (3) must do so in the manner and form provided for by any guidelines published by the *Commission* under section 13 of the *Essential Services Commission Act 2001* (Vic).

Note: The *Commission* has published a guideline regarding the manner and form in which retailers are required to give notice and report to the *Commission* under this clause.

(5) A *retailer* must ensure that a *retail marketer* who is an *associate* of the *retailer* complies with this clause.

~~119~~120 [Deleted]

Division 8 Protections for customers on older contracts

120A Objective

(1) The objective of this Division is to ensure that a *small customer* on an *older customer retail contract* pays a *reasonable price* for their *energy* and is not unfairly disadvantaged in relation to the *price* they are paying in comparison to the *price* being paid by other *customers* of the same *retailer*.

120B Small customers on contracts four years or older must pay a reasonable price

(1) A r*etailer* must ensure that a *small customer* on an *older customer retail contract* is paying a *reasonable price* for their *energy*.

(2) A *retailer* must review the tariffs of a *small customer* on an *older customer retail contract* at least once every 12 months.

(3) If a *retailer* identifies that a *small customer* on an *older customer retail contract* is not paying a *reasonable price* for their *energy* (through a review undertaken in accordance with subclause (2)), the retailer must, within 20 *business days* of identification:

(a) reduce the tariffs paid by the *small customer* under the *older customer retail contract*; or

(b) switch the *small customer* to a cheaper plan based on the retailer's knowledge of the *small customer's* pattern of *energy use* and payment history

so that the *small customer* is paying a *reasonable price* for their *energy*.

(4) In this Division:

older customer retail contract means a *customer retail contract* that is four years or older from the date of entry by the small customer into the *customer retail contract*; and

(a) the *price(s)* in the *customer retail contract* have not been varied other than in accordance with clause 94 of this code of practice; and

(b) the structure and nature of the tariff(s) payable under the *customer retail contract* since the date of entry have not been varied in accordance with clause 93(1) of this code of practice.

reasonable price means a *price* determined by a *retailer* having regard to:

(a) the lowest cost *generally available plan* available to new *customers* of the *retailer*;

(b) the median price paid by *customers* of the *retailer*;

(c) the median price of gas market offers available in that gas distribution zone;

(d) the price of the *Victorian default offer* for electricity or the *retailer's standing offers* for gas;

(e) the value of benefits available to the *customer* under their *customer retail contract*, including an additional service, a discount, rebate or credit (including a *conditional discount*); and

(f) any other matters specified in a guideline published by the *Commission* under section 13 of the *Essential Services Commission Act 2001*.

(5) For the purpose of this clause, if the price that a *small customer* pays for electricity is at or below the *price* of the *Victorian default offer* then that *price* is deemed to be a *reasonable price*.

120C Switching customers on older contracts to a cheaper plan

(1) Prior to switching a *small customer*, the *retailer* must issue a notice to the *small customer* of the *retailer's* intention to switch the *small customer* to a plan that the *retailer* considers would be at a *reasonable price*.

(2) The notice must be given to the *small customer*:

(a) in writing;

(b) written in plain English; and

(c) using the *small customer's* preferred method of communication (if nominated, for example by post or by email to a specified address).

(3) The notice must include information in relation to:

(a) the *small customer's* current plan name and associated tariffs;

(b) the details of the applicable *customer retail contract* the *retailer* intends to switch the *small customer* to, including all applicable tariffs, charges, *conditional discounts*, billing and payment arrangements, a description of any benefits provided under the *small customer's* current plan that would be lost with the switch (if applicable) and how any of these matters may be changed;

(c) an explanation of how the *retailer* determined the applicable contract will provide a *reasonable price* and why the *retailer* intends to switch the *small customer* to the applicable contract;

(d) the commencement date and duration of the applicable contract, the availability of extensions, and the termination of the contract if the *small customer* moves out during the term of the contract;

(e) 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 *small customer* will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;

(f) the *small 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 *small customer's* right to complain to the *energy ombudsman*;

(g) a prominent opt-out message which includes:

(i) a clear statement that the *small customer* must opt out if they do not want to be switched from their current plan;

(ii) clear instructions on how the *small customer* can opt out of the switch;

(iii) the date by which the *small customer* needs to opt out of the switch in accordance with subclause (5).

(4) The information required in (3) must include or be accompanied by a copy of the applicable *customer retail contract*.

(5) The *small customer* may opt out of the switch by informing the *retailer* orally or in writing of the *small customer's* intention to opt out of the applicable *customer retail contract*.

(6) The *retailer* must provide the *small customer* a period of 10 *business days* to opt out of the switch commencing from the date the *small customer* receives the notice under subclause (1).

(7) The opt out requirements under this clause replace the requirements in clause 97 for the purposes of this Division.

(8) The *retailer* must switch a *small customer* to the applicable *customer retail contract* if the *small customer* has not exercised their right to opt out of the switch outlined in subclause (5) and the *retailer* has complied with the requirements under subclause (1), (2), (3), (4) and (6).

(9) For the purposes of this Division, a *retailer*

(a) must not charge the *small customer* for the switch to the applicable *customer retail contract* or any early termination charge or other penalty for the early termination of the *small customer's* previous *customer retail contract*; and

(b) must ensure that if a *small customer* who is receiving a concession or rebate provided by government in relation to the supply or use of *energy* is switched to the applicable *customer retail contract*, the *small customer* continues to receive the concession or rebate;

(c) is not required to comply with this Division where:

(i) the *older customer retail contract* relates to more than one premises;

(ii) the *customer* is or would be a *small customer* in relation to at least one of the relevant premises; and

(iii) the aggregate of the actual or estimated annual consumption level of the relevant premises is higher than:

(A) in the case of electricity, the upper consumption threshold provided for in an Order made under section 35(5) of the *Electricity Industry Act*;

(B) in the case of gas, the upper consumption threshold provided for in an Order made under section 42(5) of the *Gas Industry Act*.

120D Record keeping

(1) A *retailer* must maintain records, including records of the data inputs used to assess a *reasonable price*, that are sufficient to evidence its compliance with this Division.

(2) The *retailer* must ensure that the records required to be maintained pursuant to subclause (1) are retained for:

(a) at least two years; and

(b) where a *small customer* has within that period made a complaint or referred a dispute to the *energy ombudsman* in relation to being switched to a new plan or opt-out protections, including in relation to the notices that must be provided — for the period the complaint or dispute remains unresolved.

Division 9 Transfer of customers to a tariff that is not a secondary settlement arrangement

120E Replacing or repairing a secondary meter

(1) A *retailer* must not repair or replace a *secondary meter* provided for or on behalf of a *small customer* except with the consent of the customer.

(2) Where provided for in subclause (3), a *retailer* may require a *small customer* on a *secondary settlement arrangement* to transfer to a tariff that is not a *secondary settlement arrangement* and that is applicable to the customer's use of its premises with effect from the date on which the *retailer* notifies the customer of the new tariff.

(3) Subclause (2) applies where a metering installation malfunction occurs in respect of a *secondary meter* used for the *secondary settlement arrangement* and;

(a) where the *secondary meter* has been provided by or on behalf of the customer, the *small customer* has failed to remedy the malfunction within the time allowed under the *NER*; or

(b) otherwise, the *retailer* or a person acting on behalf of the *retailer*, has been unable to access the *secondary meter* to remedy the malfunction within the time allowed under the *NER*.

Note: As of 1 September 2026, the time allowed under rule 7.8.10 of the *NER* was 20 business days

(4) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(5) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

Part 6 Assistance for residential customers anticipating or facing payment difficulties

~~120~~121 Objective

(1) The purpose of this Part is to set out the minimum standards of assistance to which *residential customers* anticipating or facing payment difficulties are entitled, so that *disconnection* of a *residential customer* for not paying a bill is a measure of last resort.

~~121~~122 Application of this Part

(1) This Part applies in relation to *residential customers* of *retailers* and of *exempt persons* to whom the provisions of this Part apply.

(2) The assistance set out in this Part is specified as relevant assistance for the purposes of the definitions of relevant assistance in section 40SA of the *Electricity Industry Act* and section 48DC of the *Gas Industry Act*.

~~122~~123 Simplified outline

Division 1 sets out a *residential customer's* entitlement to be provided with standard assistance to help the *customer* avoid getting into arrears with their *retailer*.

Division 2 sets out a *residential customer's* entitlement to be provided with *tailored assistance* if the customer is in arrears.

Division 2A sets out a *retailer's* obligation to switch *residential customers* who meet certain eligibility criteria to the *retailer's deemed best offer*.

Division 3 sets out a *retailer's* obligation to honour any *pay-on-time discounts* to *residential customers* who are in arrears and receiving *tailored assistance*.

Division 4 addresses a *retailer's* obligations to prepare a financial hardship policy and submit it for approval by the *Commission*.

Division 5 addresses how a *retailer* must communicate information regarding payment assistance to *residential customers*.

Division 6 addresses miscellaneous matters in relation to the provision of hardship assistance by *retailers*.

Division 1 Standard assistance

~~123~~124 Objective

(1) The objective of this Division is to give *residential customers* an entitlement to minimum standard forms of assistance, to help them avoid getting into arrears with their *retailer*.

~~124~~125 Standard assistance (SRC, MRC and EPA)

(1) A *retailer* must take steps to provide to its *residential customers* the forms of standard assistance, from those listed in subclause (2), it elects to make available to help them avoid getting into arrears.

(2) Standard assistance made available must include at least three of the following:

(a) making payments of an equal amount over a specified period;

(b) options for making payments at different intervals;

(c) extending by a specified period the *pay-by date* for a bill for at least one billing cycle in any 12 month period;

(d) paying for *energy* use in advance.

(3) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(4) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

Note: This includes *exempt market retail contracts.*

(5) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD2, VR2, VR3 and VR4.

Division 2 Tailored assistance

~~125~~126 Objective

(1) The objective of this Division is to give *residential customers* who are in arrears an entitlement to minimum standards of flexible and practicable assistance that makes it easier for them to pay for their on-going *energy* use, repay their arrears and lower their *energy* costs.

~~126~~127 Application of this Division

(1) This Division applies in relation to all *residential customers* who are in arrears.

~~127~~128 Minimum assistance (SRC, MRC and EPA)

(1) ***Tailored assistance*** consists of the following measures:

(a) repayment of arrears over not more than two years by payments at regular intervals of up to one month;

(a1) being automatically switched to the *deemed best offer* in accordance with Division 2A of this Part;

(b) advice from the *retailer* about payment options that would enable a *residential customer* to repay their arrears over not more than two years;

(c) specific advice about the likely cost of a *residential customer's* future *energy* use and how this cost may be lowered;

(d) specific advice about any government and non-government assistance (including *Utility Relief Grants* and *energy* concessions) available to help a *residential customer* meet their *energy* costs;

(e) practical assistance to help a *customer* that may be eligible for a *Utility Relief Grant*, including by:

(i) *completing* the online application form over the phone and lodging the form online on behalf of the *residential customer*, unless the *residential customer* requests otherwise; or

(ii) if the *retailer* is unable to complete and lodge a *Utility Relief Grant* application form over the phone, the retailer completing the application form to the extent *possible* and sending to the *residential customer* with instructions on how to complete the remainder of the form and lodge that form;

(f) practical assistance to help a *residential customer* lower their *energy* costs including, but not limited to:

(i) if the *residential customer* is on a plan with a physical energy asset in accordance with clause 132E of Division 2A or the *residential customer* does not receive a *deemed best offer message* under subclause 106(9), the tariff that is most likely to minimise the *residential customer's energy* costs, based on the *retailer's* knowledge of the *residential customer's* pattern of *energy* use and payment history;

(ii) practical assistance to help the *residential customer* reduce their use of *energy*, based on the *residential customer's* pattern of *energy* use and on the circumstances of where the *residential customer* lives, provided there is scope for action to be taken for that purpose; and

(iii) information about how the *residential customer* is progressing towards lowering their *energy* costs given at sufficient intervals for the *residential customer* to be able to adequately assess that progress;

(g) an initial period of at least six months during which:

(i) repayment of the *residential customer's* arrears is put on hold;

(ii) the *residential customer* pays less than the full cost of their on-going *energy* use while working to lower that cost; and

(h) any other assistance consistent with the objective of this Division.

(2) A *residential customer* is entitled, at the very least, to the assistance set out in subclauses (1)(a) to (d), including subclause (a1), while continuing to pay the full cost of their on-going *energy* use.

(3) A *residential customer* is entitled, at the very least, to the assistance set out in subclauses (a1) and (1)(c) to (g), if they cannot pay the full cost of their on-going *energy* use.

(4) The *retailer* may extend the assistance mentioned in subclause (1)(g) for a further period or periods if the extension would assist the *residential customer* to continue to lower the cost of their *energy* use.

(5) A *residential customer* who has exercised an entitlement to the assistance mentioned in subclause (1)(g) may, at the end of the period during which that assistance is provided

(including that period as extended under subclause (4)), exercise an entitlement mentioned in subclause (2).

(6) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(7) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

Note: This includes *exempt market retail contracts*.

(8) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

*Exempt person*s in those *categories* must offer the assistance described in subclauses (1)(a), (b), (d) and (h) to their *residential customers*.

Note: Additional *tailored assistance* obligations are imposed under clause 120 in relation to *residential customers* who are party to *exempt market retail contracts*.

~~128~~129 Information about assistance available (SRC, MRC and EPA)

(1) A *residential customer* who has not paid a bill by its *pay-by date* and who contacts the *retailer* is entitled to be given by the *retailer* information about the assistance to which the *residential customer* is entitled under this Division and how to access it.

(2) A *residential customer* who has not paid a bill by its *pay-by date* and who has arrears of more than $55 (inclusive of *GST*) is entitled to be contacted by the *retailer*, within 21 *business days* after that *pay-by-date*, and given information about the assistance to which the *residential customer* is entitled under this Division and how to access it.

(3) The *retailer* must allow the *residential customer* no less than six *business days* to consider the information given under subclauses (1) or (2), request further information, and put forward a payment proposal under clause 130.

(4) Nothing in this clause limits clause 138.

(5) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(6) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(7) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

~~129~~130 Payment arrangements (SRC, MRC and EPA)

(1) This clause applies to a *residential customer* whose repayment of arrears is not on hold under clause 128(1)(g)(i).

(2) The *retailer* must accept a payment proposal or revised proposal put forward under this clause by the *residential customer* that complies with subclause (3).

(3) A payment proposal or revised proposal complies with this subclause if it:

(a) provides for the making of payments of equal amounts at regular intervals of up to one month;

(b) would result in the *residential customer's* arrears being fully paid in no more than two years after the first payment;

(c) provides for payments for *energy* use being made together with payments to reduce arrears; and

(d) is based on a reasonable forecast of the *residential customer's energy* use over the next 12 months.

(4) However, the *retailer* may accept a payment proposal or revised proposal that does any or all of the following:

(a) provides for payments of different amounts at different intervals;

(b) would result in the arrears being fully paid by a date later than two years after the first payment;

(c) provides for payments for *energy* use being made separately from payments for arrears.

(5) On accepting a payment proposal or a revised proposal, the *retailer* must give the *residential customer* a written schedule of payments showing:

(a) the total number of payments to be made to pay the arrears;

(b) the period over which the payments are to be made;

(c) the date by which each payment must be made; and

(d) the amount of each payment.

(6) If a *residential customer* receiving assistance under this Division fails to make a payment by the date on which it was payable, the *retailer* must contact the *residential customer* to discuss their putting forward a revised proposal under this clause.

(7) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(8) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(9) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD2, VR2, VR3 and VR4.

~~130~~131 Non-payment of amounts towards on-going energy use (SRC and MRC)

(1) This clause applies to a *residential customer* whose repayment of arrears is on hold under clause 128(1)(g)(i).

(2) If the *residential customer* fails to make a payment towards the cost of their on-going *energy* use by the date on which it was payable, the *retailer* must contact the *residential customer* to discuss varying the amount payable, or the frequency of those payments, or both, to give the *residential customer* more time to lower their *energy* costs.

(3) If a *residential customer* is not meeting their responsibility to implement practical assistance referred to in clause 128(1)(f)(ii) provided by the *retailer*, the *retailer* must contact the *residential customer* and work with them to identify an implementation timeframe, consistent with the objective of this Division.

(4) The *retailer* may add any amount unpaid for *energy* use to the *customer's* arrears.

(5) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(6) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

~~131~~132 Continued provision of assistance (SRC, MRC and EPA)

(1) A *retailer* is required to continue to provide assistance under this Division to a *residential customer* unless:

(a) after the *retailer* has complied with clause 130(6), the *residential customer* has refused or failed to take reasonable action towards paying for their on-going *energy* use and repaying their arrears;

(b) after the *retailer* has complied with clause 131(2), the *residential customer* has refused or failed to take reasonable action towards making payments towards the cost of their on-going *energy* use; or

(c) the *residential customer* is not facing payment difficulties.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

Division 2A Automatic best offer

132A Objective

(1) The objective of this Division is to ensure *residential customers* experiencing payment difficulty are switched to a *retailer's deemed best offer*.

132B Eligibility

(1) A *retailer* must comply with the requirements in this Division when a *residential customer* who is in arrears is an *eligible customer*.

(2) In this Division:

eligible customer means a *residential customer* who:

(a) is receiving *tailored assistance*; or

(b) has been in arrears for three months or more and has accumulated arrears that are equal to or more than the amounts per fuel specified in a guideline published under section 13 of the *Essential Services Commission Act 2001*, or under subclause (3).

(3) If an amount has not been published in a guideline in accordance with subclause (2)(b), the accumulated arrears amounts for the purposes of that subclause are $1,000 for electricity and $1,000 for gas.

(4) A *retailer* must check the eligibility of all *residential customers* in arrears at least once every six months to see if they meet the definition of *eligible customer* outlined in 132B(2)(b).

132C Deemed best offer check for automatic best offer

(1) A *retailer* must carry out a *deemed best offer check* for the purposes of this Division:

(a) no later than 10 *business days* from the date that:

(i) a *residential customer* becomes an eligible *customer* in accordance with clause 132B(2)(a); or

(ii) a *retailer* becomes aware that a *residential customer* is an eligible *customer* in accordance with clauses 132B(2)(b) and 132B(4); and

(b) for as long as a *residential customer* remains an *eligible customer*, at least once in the applicable period specified in (b)(i) or (b)(ii), calculated from the date of the *deemed best offer check* required by clause 132C(a):

(i) 12 months, where a *residential customer* opts out in accordance with 132D(5) and 132D(6);

(ii) 6 months, in any other case.

(2) If the *deemed best offer check* result is negative, as defined in clause 109(3), the *retailer* must follow the requirements outlined in clauses 132D to 132F.

> **Note:** If the *deemed best offer check* result carried out for this Division is positive, there is no obligation to take any further step in connection with that check. Clause 132(B)(1)(c) will require another check within 6 months and best offer obligations outlined in Part 5 Division 5 will apply as usual.

132D Notice of intention to switch and opt-out protections

(1) The *retailer* must issue a notice to the *residential customer* of the *retailer's* intention to switch the *residential customer* to their *deemed best offer* no later than 5 *business days* after the *retailer* has performed the *deemed best offer check* under clause 132C and found a negative result.

(2) The notice must be given to the *residential customer*:

(a) in writing;

(b) written in plain English; and

(c) using the *residential customer's* preferred method of communication (if nominated, for example by post or by email to a specified address).

(3) The notice must include information in relation to:

(a) the details of the *residential customer's deemed best offer*, including all applicable tariffs, charges*, conditional discounts*, billing and payment arrangements and how any of these matters may be changed;

(b) a description of any benefits provided under the *residential customer's* current plan that would be lost with the switch (if applicable);

(c) an explanation of why the *retailer* intends to switch the *residential customer* to the *deemed best offer*;

(d) the commencement date and duration of the applicable *customer retail contract*, the availability of extensions, and the termination of the contract if *the residential customer* moves out during the term of the contract;

(e) 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 *residential customer* will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;

(f) the *residential 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 *small customer's* right to complain to the *energy ombudsman*;

(g) a prominent opt-out message which includes:

(i) a clear statement that the *residential customer* may opt out if they do not want to be switched from their current plan;

(ii) clear instructions on how the *residential customer* can opt out of the switch in accordance with subclause (4);

(iii) the date by which the *residential customer* needs to opt out of the switch in accordance with subclause (5);

(iv) the duration of this opt out as outlined in subclause (6).

(4) The information required in (3) must include or be accompanied by a copy of the applicable ~~*market*~~ *customer retail contract*.

(5) The *residential customer* may opt out of the switch to the *deemed best offer* by informing the retailer orally or in writing of the *residential customer's* intention to opt out of the switch.

(6) The *retailer* must provide the *residential customer* a period of 10 *business days* to opt out of the switch commencing from the date the *residential customer* receives the notice under subclause (1).

(7) The opt out requirements under this clause replace the requirements in clause 97 for the purposes of this Division.

(8) The *retailer* must switch the *residential customer* to the *deemed best offer* if the *residential customer* has not exercised their right to opt out of the switch outlined in subclause (5) and the *retailer* has complied with the requirements under subclauses (1), (2), (3), (4) and (6).

(9) For the purposes of this Division, a *retailer*:

(a) must not charge the *residential customer* for the switch to an applicable *customer retail contract* or any early termination charge or other penalty for the early termination of the *residential customer's* previous *customer retail contract*; and

(b) must ensure that if a *residential customer* who is receiving a concession or rebate provided by government in relation to the supply or use of *energy* is switched to an applicable *customer retail contract*, the *residential customer* continues to receive the concession or rebate.

132E Application to plans with physical energy asset included

(1) This Division does not apply to a *residential customer* who is on a plan that:

(a) includes a physical energy-related asset that the *residential customer* is paying off or leasing through their current plan, or

(b) includes membership to a virtual power plant where the *retailer* can actively control the *residential customer's* physical energy-related asset.

132F Consideration of risk of harm to affected customers

(1) A *retailer* is not required to comply with clause 132D in relation to an *affected customer*, in circumstances where the *retailer* reasonably believes that issuing a notice or completing the switch to the *deemed best offer* under clause 132D may cause significant risk of harm to that *affected customer*.

Note: *Retailers* are required to take reasonable steps to identify a safe method of communication with an *affected customer* and use this method of communication under clauses 150(4) and 150(5). If a *retailer* decides not to send a notice under clause 132D because of clause 132F, and where the *affected customer* remains an *eligible customer*, *the retailer* will need to conduct future *deemed best offer checks* in accordance with the timeframes in clause 132C.

132G Record keeping

(1) A *retailer* must maintain records, including records of the data inputs used to perform *deemed best offer checks*, that are sufficient to evidence its compliance with this Division.

(2) The *retailer* must ensure that the records required to be maintained pursuant to subclause (1) are retained for:

(a) at least two years; and

(b) where a *residential customer* has within that period made a complaint or referred a dispute to the *energy ombudsman* in relation to the automatic switch to the *deemed best offer* or opt-out protections, including in relation to the notices that must be provided — for the period the complaint or dispute remains unresolved.

Division 3 Pay-on-time discounts to be honoured

~~132~~133 Objective

(1) The objective of this Division is to require *retailers* to honour *pay-on-time discounts* to *residential customers* who are in arrears and who are receiving *tailored assistance*.

~~133~~134 [Not used]

~~134~~135 Pay-on-time discounts to be honoured (MRC and EPA)

(1) If a *residential customer* fails to pay a bill by its *pay-by date*, or by any extended *pay-by date* that the *retailer* has offered as standard assistance, and receives *tailored assistance* in respect of that bill, and:

(a) the *residential customer* later clears the arrears in respect of that bill; or

(b) the *retailer* later becomes entitled to withdraw *tailored assistance* to the *residential customer* under clause 132(1),

the *retailer* must not subsequently recover the amount of any *pay-on-time discount* in respect of that bill or any other bill whose *pay-by date* occurred while the *residential customer* was continuing to receive *tailored assistance*.

Note: Clause 144 prohibits a *retailer* from commencing or continuing with proceedings for the recovery of arrears from a *residential customer* who is receiving standard assistance or *tailored assistance* under this Part.

(2) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(3) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

Division 4 Financial Hardship Policies

~~135~~136 Approval of financial hardship policies

(1) A *retailer* must prepare a financial hardship policy, and submit it to the *Commission* for approval, as mentioned in section 43(1) of the *Electricity Industry Act* or section 48G(1) of the *Gas Industry Act*.

~~136~~137 Content of financial hardship policies

(1) A financial hardship policy must include:

(a) the matters set out in section 43C of the *Electricity Industry Act* or section 48GC of the *Gas Industry Act*;

(b) the entitlements to minimum assistance set out in Division 2 of this Part; and

(c) any matters covered by guidelines or guidance notes published by the *Commission* in relation to those entitlements.

Division 5 Communications

~~137~~138 Provision of information to customers (SRC, MRC and EPA)

(1) A *retailer* must ensure that its financial hardship policy is easily accessible on its website in a readily printable form.

(2) A *retailer* must send a copy of its financial hardship policy to any *residential customer* who requests to be sent a copy.

(3) A *retailer* must ensure that information is readily available to *residential customers* about:

(a) the financial hardship policy of the *retailer*;

(b) the assistance available under Division 1 or 2 of this Part and how to access that assistance;

(c) approaches to lowering *energy* costs; and

(d) government and non-government assistance (including *Utility Relief Grants* and *energy* concessions) that may be available to help with meeting *energy* costs.

(4) Without limiting the means by which information may be made readily available, information is readily available for the purposes of subclause (3) if:

(a) it is easily accessible on the *retailer's* website in a readily printable form; or

(b) it is sent to any *residential customer* who requests to be sent that information.

(4A) Where a *small customer* notifies its retailer that it wishes to terminate its *customer retail contract* for the sale of gas, or makes an enquiry to its retailer in relation to *gas disconnection services* or *gas abolishment services*, the retailer must:

(a) take reasonable steps to provide to the *small customer* brief and general information in relation to the following matters:

(i) availability of *gas disconnection services* and *gas abolishment services*,

(ii) the differences between *gas disconnection services* and *gas abolishment services*, including with respect to:

(A) whether there will still be gas from the distribution pipeline within the boundary of the customer's premises, after completion of the service;

(B) the work that would be required if a customer wants to re-establish the flow of gas to the premises; and

(iii) where neither service is selected, the ongoing presence of gas from the distribution pipeline within the boundary of the customer's premises; and

(b) refer the customer to the relevant *distributor*'s website and enquiry number for more information about the *gas disconnection services* and *gas abolishment services* available from the *distributor*.

(5) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(6) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(7) Application of this clause to exempt persons

Subclauses (3)(b), (c), (d) and (4)(a)~~(b)~~ of this clause apply to *exempt persons* in the following *categories*:

VD2, VR2, VR3 and VR4.

Note: Clause 139(2) states how information is required to be sent to a *residential customer*.

~~138~~139 Written communications (SRC, MRC and EPA)

(1) Any written communication by a *retailer* to a *residential customer* under, or in connection with, this Part must be:

(a) expressed in plain language;

(b) legible; and

(c) presented clearly and appropriately having regard to its nature.

(2) Despite clause 10, a *retailer* must give or send by post to a *residential customer* any written communication required or permitted to be given or sent under, or in connection with, this Part unless the *residential customer* has given *explicit informed consent* to receiving it in another way.

(3) Information sent by post to a *residential customer* must be taken to be delivered at the time at which it would be delivered in the ordinary course of post.

(4) Information sent by registered post to a *residential customer* must be taken to be delivered at the time at which it would ordinarily be delivered by registered post.

(5) A *retailer* must not impose a charge on a *residential customer* for any written communication given or sent to the *residential customer* (whether by post or otherwise) under, or in connection with, this Part.

(6) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contracts*.

(7) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(8) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

~~139~~140 Effect of this Division

(1) Nothing in this Division limits clause 138 or any other provision of this code of practice about providing information to *residential customers*.

Division 6 Miscellaneous

~~140~~141 Retailer obligations (SRC, MRC and EPA)

(1) A *retailer* must:

(a) in any dealing with an *affected customer* who is receiving, or is entitled to receive, assistance pursuant to Part 7 (Assistance for customers affected by family violence), take into account the particular circumstances of that *affected customer*;

(b) in any dealing with a *residential customer* under, or in connection with, Division 2 of this Part, take into account all of the circumstances of the *residential customer* of which they are aware and, having regard to those circumstances, act fairly and reasonably;

(c) at all times when it is relevant to do so, including on being contacted by a *residential customer*, give the *residential customer* in a timely manner clear and unambiguous information about the assistance available under this Part;

(d) in a timely manner provide, or use its best endeavours to provide, a *residential customer* who is entitled to receive assistance under this Part with that assistance;

(e) give a *residential customer* who is receiving, or is entitled to receive, assistance under this Part clear information about how to access other assistance provided by government or community service providers for which the *residential customer* is or may be eligible;

(f) work cooperatively with any government or non-government service, including the *energy ombudsman*, providing support to a *residential customer* who is receiving assistance under this Part to ensure that the assistance being provided by the *retailer* complements, and is provided in a coordinated way with, that support; and

(g) in relation to a *residential customer* who is receiving, or is entitled to receive, assistance under this Part, comply with any relevant guideline published by the *Commission* relating to *residential customers* in particular payment difficulty.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

~~141~~142 Assistance beyond the minimum standards

(1) Nothing in this Part prevents a *retailer* from providing to *residential customers*, who are anticipating or facing payment difficulties, assistance in addition to the minimum standards set out in this Part.

(2) **Application of this clause to exempt persons**

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

~~142~~143 Restriction on conditions (SRC, MRC and EPA)

(1) A *retailer* must not impose any condition on the provision of assistance under this Part (whether in accordance with the minimum standards set out in this Part or in addition to them) that requires the *residential customer* to provide personal or financial information or to waive any entitlement under this Part.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

~~143~~144 Debt (SRC, MRC and EPA)

(1) Restriction on debt recovery

A *retailer* must not commence or continue with proceedings for the recovery of arrears from a *residential customer* who is receiving assistance under this Part.

(2) Restriction on sale of debt

A *retailer* must not sell or otherwise dispose of the debt of a *residential customer* who is in arrears:

(a) at any time while the *residential customer* is receiving assistance under this Part; or

(b) within 10 *business days* after the *residential customer* has been disconnected from their *energy* supply under clause 187.

(3) Guideline to be complied with on sale of debt to third party

A *retailer* must not sell or otherwise dispose of the debt of a *residential customer* to a third party other than in accordance with the guideline "*Debt collection guideline: for collectors and creditors*" jointly published by the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission.

(4) Waiver of debt

Nothing in this Part prevents a *retailer* from waiving any fee, charge or amount of arrears for a *residential customer*.

(5) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

(6) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(7) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

~~144~~145 Supply capacity control product (SRC, MRC and EPA)

(1) A *retailer* must not offer a *supply capacity control product* to a *residential customer* for any credit management purpose.

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt person*s in the following *categories*:

VD2, VR2, VR3 and VR4.

~~145~~146 Payment by Centrepay (SRC and MRC)

(1) This clause applies where a *residential customer* requests a *retailer* to permit payment by using Centrepay as a payment option (see clause 72).

(2) If the *residential customer* is applying for or on a *standard retail contract*, the *retailer* must allow the *residential customer* to use Centrepay as a payment option.

(3) If the *residential customer* is on a *market retail contract* and Centrepay is available as a payment option under that contract, the *retailer* must allow the *residential customer* to use Centrepay as a payment option.

(4) If the *residential customer* is on a *market retail contract* and Centrepay is not available as a payment option under that contract, the *retailer* must undertake a review of the *market retail contract*.

(5) If, as a result of a review, an alternative *customer retail contract* is considered to be more appropriate, the *retailer* must transfer the *residential customer* to that alternative contract, where the *retailer* has obtained the *customer's explicit informed consent*.

(6) Any alternative *customer retail contract* offered to a *residential customer* must make Centrepay available as a payment option.

(7) If, as a result of the review, there is no alternative *customer retail contract* considered to be more appropriate, the *retailer* must make Centrepay available as a payment option under the *residential customer's* existing *market retail contract*.

(8) The *retailer* must not charge the *residential customer* for the review, for any transfer to an alternative *customer retail contract* or any early termination charge or other penalty for the early termination of the *residential customer's* previous *customer retail contract*.

(9) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

(10) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

Part 7 Assistance for customers affected by family violence

~~146~~147 Purpose

The purpose of this Part is to give *small customers* who may be affected by *family violence* an entitlement to safe, supportive and flexible assistance from a *retailer* when managing their personal and financial security.

~~147~~148 Simplified outline

Division 1 sets out the minimum assistance that a *retailer* must provide to *affected customers*. Division 2 requires a *retailer* to have a *family violence* policy. Division 3 requires a *retailer* to keep records sufficient to demonstrate compliance with this Part.

Division 1 Providing family violence assistance—minimum standards

~~148~~149 Training

(1) A *retailer* must ensure that training is provided to any person (including employees, agents and contractors) acting on its behalf who:

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

(b) is a manager of a person identified in subclause (1)(a); or

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

(2) For the purposes of subclause (1), a *retailer* must ensure that the training provided addresses:

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

(b) the application of the retailer's *family violence* policy;

(c) how to identify *affected customers*; and

(d) how to engage appropriately and effectively with *affected customers*.

~~149~~150 Account security

(1) Notwithstanding any other requirement in this code of practice, a *retailer* must not disclose or provide access to confidential information about an *affected customer* to any other person without the consent of the *affected customer*.

(2) In this clause, the term "confidential information" refers to any information that may be used to identify or locate an *affected customer*, including information about their whereabouts, contact details, or financial or personal circumstances.

(3) In this clause, the term "any other person" includes a person who is or has been a joint account holder with an *affected customer*.

(4) To identify a safe method of communication with an *affected customer*, a *retailer* must:

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

(b) offer alternative methods of communication if the *affected customer*'s preferred method of communication identified in subclause 4(a) is not practicable.

(5) An *affected customer*'s entitlement for communications to be in accordance with the method of communication identified pursuant to subclause (4) takes precedence over any other *small customer* entitlement or *retailer* requirement in this code of practice to communicate with or provide information to a *small customer* in a particular way.

(6) A *retailer* must keep a record of arrangements reached pursuant to subclause (4).

~~150~~151 Customer service

(1) A *retailer* must provide for a secure process designed to avoid the need for an *affected customer* to repeatedly disclose or refer to their experience of *family violence* by:

(a) providing a method for readily identifying the account of a *small* customer who has been identified as an *affected customer*; and

(b) providing for effective ongoing engagement with an *affected customer*.

~~151~~152 Debt management

(1) Before taking action to recover arrears from an *affected customer,* a *retailer* must take into account:

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

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

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

~~152~~153 Family violence as a potential cause of payment difficulty

(1) A *retailer* must recognise *family violence* as a potential cause of payment difficulty.

~~153~~154 External support

(1) A *retailer* must provide an *affected customer* with information about the availability of one or more external *family violence* support services at a time and in a manner that is safe, respectful and appropriate given the *affected customer*'s circumstances.

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

~~154~~155 Evidence

(1) A *retailer* must only seek documentary evidence of *family violence* when considering debt management and recovery under clause 152, or restrictions on *disconnection* in Part 10 of this code of practice or under the *Electricity Industry Act* or *Gas Industry Act*.

(2) Any documentary evidence sought in accordance with subclause (1) must be limited to that which is reasonably required by the *retailer* for the purposes of considering debt management and recovery under clause 152, or restrictions on *disconnection* in Part 10 of this code of practice or under the *Electricity Industry Act* or *Gas Industry Act*.

~~155~~156 Assistance beyond the minimum standards

(1) Nothing in this Part prevents a *retailer* from providing assistance to *affected customers* in addition to the minimum standards set out in this Part.

Division 2 Family violence policies

~~156~~157 Family violence policy

(1) A *retailer* must have a *family violence* policy that addresses this Part.

~~157~~158 Family violence policy to be accessible

(1) A *retailer* must ensure that its *family violence* policy is easily accessible on its website in a readily printable form.

~~158~~159 Family violence policy to be reviewed

(1) A *retailer* must review its *family violence* policy no less than once every two years.

Division 3 Record keeping

~~159~~160 Record keeping

(1) A *retailer* must maintain records that are sufficient to evidence its compliance with this Part.

(2) The *retailer* must ensure that the records required to be maintained pursuant to subclause (1) are retained:

(a) for at least two years;

(b) for as long as the *affected customer* continues to receive assistance under this Part; or

(c) where an *affected customer* has, within the periods referred to in subclauses (2)(a) or (2)(b), made a complaint or referred a dispute to the *energy ombudsman* in relation to the provision of *family violence* assistance by the *retailer*—for the period the complaint or dispute remains unresolved, whichever is the longer period.

Part 8 Life support equipment

~~160~~161 Objectives

(1) The objectives of this Part are to:

(a) specify applicable standards and requirements that *retailers* and *exempt electricity sellers* must observe in relation to *life support customers* and *life support residents*, for the purposes of Part 2, Division 5C of the *Electricity Industry Act* and Part 3, Division 4AA of the *Gas Industry Act*;

(b) provide for the additional obligations on *retailers* and *exempt electricity sellers* regarding the maintenance and updating of the *register of life support customers and residents* and the *deregistration of life support customers*; and

(c) require *deemed exempt persons* to comply with the same standards, requirements and obligations as *exempt electricity sellers*.

~~161~~162 Simplified outline

Division 1 specifies the applicable standards, requirements and obligations that a *retailer* must observe in relation to *life support customers* and *life support residents*.

Division 2 specifies the applicable standards, requirements and obligations that an *exempt person* must observe in relation to *life support customers* and *life support residents*.

Division 3 applies corresponding obligations to *retailers* when they are notified about l*ife support customers* by *deemed exempt persons* and *exempt distributors* and corresponding obligations that *deemed exempt persons* must observe in relation to *life support customers* and *life support residents*

Division 1 Retailer obligations

~~162~~163 Registration of life support equipment (SRC and MRC)

(1) **Information to be given by a retailer when advised by relevant customer**

(a) For the purpose of section 40SG(3) of the *Electricity Industry Act* and section 48DI(3) of *the Gas Industry Act* the following information is specified as the information that a *retailer* must give to a *relevant customer:*

(i) a *medical confirmation form* in accordance with subclause (5);

(ii) information explaining that, if the *relevant customer* fails to provide *medical confirmation*, the *relevant customer* may be *deregistered* and, if so, the *relevant customer* will cease to receive the *life support protections*;

(iii) if the *retailer* provides electricity to the *relevant customer*, advice that there may be distributor planned interruptions under the *Electricity Distribution Code of Practice* or unplanned interruptions to the supply at the address and that the *distributor* is required to notify them of a

distributor planned interruption under the *Electricity Distribution Code of Practice*;

(iv) if the *retailer* provides gas to the *relevant customer*, advice that there may be distributor planned interruptions under the *Gas Distribution Code of Practice* or unplanned interruptions to the supply at the address and that the *distributor* is required to notify them of a distributor planned interruption under the *Gas Distribution Code of Practice*;

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

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

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

(viii) information about the types of equipment that fall within the definition of *life support equipment*, and the additional information provided in Schedule 7 of this code of practice;

(ix) advice that the *relevant customer* may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and

(x) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.

(b) For the purpose of sections 40SG(4)(a) and (b) of the *Electricity Industry Act* and sections 48DI(4)(a) and (b) of the *Gas Industry Act*, the following details are specified as the details that the *retailer* must give to the *distributor*:

(i) that a person residing or intending to reside at the *relevant customer's* premises requires *life support equipment*; and

(ii) the date from which the *life support equipment* is required.

(2) For the purpose of section 40SG(5) of the *Electricity Industry Act* and section 48DI(5) of the *Gas Industry Act*, the following circumstances are specified as circumstances in which the obligations under sections 40SG(4)(a) and 48DI(4)(a) do not apply to a *retailer*:

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

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

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

(3) **Information to be given by a retailer when advised by distributor**

(a) For the purposes of section 40SH(2) of the *Electricity Industry Act* and section 48DJ(2) of the *Gas Industry Act*, a *retailer* must give to a *relevant customer* the information that is specified in clause 163(1)(a), unless the *retailer* has previously provided that information to the *relevant customer* at the *relevant customer's* current premises.

(4) **Retailer obligations when advised by an exempt electricity seller**

(a) For the purposes of section 40SI(2) of the *Electricity Industry Act*, the following details are specified as the details that a *retailer* must give to a *distributor*:

(i) that a person residing or intending to reside within the premises on which the *exempt electricity seller* supplies or sells electricity requires life support equipment; and

(ii) the date from which the *life support equipment* is required.

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

(a) A *medical confirmation form* provided under subclause (1) must:

(i) be dated;

(ii) state that completion and return of the form to the *retailer* will satisfy the requirement to provide *medical confirmation* under this code of practice;

(iii) request the following information from the *relevant customer*:

(A) property address;

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

(C) *medical confirmation*;

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

(v) advise the date by which the *relevant customer* must return the *medical confirmation form* to the *retailer*; and

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

~~163~~164 **Reminders for confirmation of premises as requiring life support equipment**

(1) Where a *medical confirmation form* is provided to a *relevant customer* the *retailer* must:

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

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

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

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

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

(2) A *confirmation reminder notice* must:

(a) be dated;

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

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

(d) advise the *relevant customer* that:

(i) the *relevant customer* must provide *medical confirmation*;

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

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

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

~~164~~165 Ongoing retailer obligations

(1) Where a *retailer* is required under section 40SG(1) or 40SH(1) of the *Electricity Industry Act* or section 48DI or 48DJ(1) of the *Gas Industry Act* to record *life support customer details* in a *register of life support customers and residents*, the *retailer* has the following ongoing obligations:

(a) within one *business day* after receiving relevant information about the *life support equipment* requirements for the *relevant customer*'s premises (including *medical confirmation*) or any relevant contact details, give such information to the *distributor* for the purposes of updating the *distributor*'s registration under clause 12.2.1(a) or 12.2.2 of the *Electricity Distribution Code of Practice*, or clause 7.4 of the *Gas Distribution Code of Practice*, unless the relevant information was provided to the *retailer* by the *distributor*; and

(b) within one *business day* after being advised by a *relevant customer* or *distributor* of any update to the *life support equipment* requirements for the *relevant customer*'s premises or any relevant contact details, update the *register of life support customers and residents*.

Note: Section 40SS of the *Electricity Industry Act* and section 48DU of the *Gas Industry Act* prohibits a *retailer* from disconnecting a registered *life support customer*.

(2) Where a *retailer* is required under section 40SI(1) of the *Electricity Industry Act* or section 48DJ(1) of the *Gas Industry Act* to record *life support customer details* in its *register of life support customers and residents*, the *retailer* has the following ongoing obligations:

(a) within one *business day* after receiving relevant information about the *life support equipment* requirements for the *relevant customer*'s premises or any relevant contact details, give such information to the *distributor* for the purposes of updating the *distributor*'s registration under clause 12.2.2(b) of the *Electricity Distribution Code of Practice*; and

(b) within one *business day* after being advised by the *exempt person* of any updates to the *life support equipment* requirements for the *relevant customer*'s premises or any relevant contact details, update the *register of life support customers and residents*.

Note: Section 40SS of the *Electricity Industry Act* and section 48DU of the *Gas Industry Act* prohibits a retailer from disconnecting a registered *life support customer.*

~~165~~166 Deregistration of customers

(1) For the purpose of section 40SV(2) of the *Electricity Industry Act* and section 48DX(2) of the *Gas Industry Act*, *life support customer details* may be removed from the *register of life support customers and residents* in the circumstances as set out in this clause.

(2) If a *relevant customer* is *deregistered* by a *retailer*, the *retailer* must:

(a) within five *business days* of the date of *deregistration*, notify the *distributor* of the date of *deregistration* and reason for *deregistration*; and

(b) within one business day from *deregistration*, update its *register of life support customers and residents* as required by clause 167.

(3) If a *retailer* is notified by a *distributor* that the *distributor* has *deregistered* a *relevant customer* under the *Electricity Distribution Code of Practice* or the *Gas Distribution Code of Practice*, the retailer must (within one *business day* from notification) update its *register of life support customers and residents* as required by clause 167.

(4) If a *retailer* is notified by an *exempt person* that the *exempt person* has *deregistered* a *relevant customer*, the *retailer* must:

(a) within five *business days* of receipt of notification of *deregistration*, notify the *distributor* of the date of *deregistration* and reason for *deregistration*; and

(b) within one business day from *deregistration,* update its *register of life support customers and residents* as required by clause 167.

(5) **Cessation of retailer obligations after deregistration**

The *retailer* obligations under clause 165 cease to apply in respect of a relevant *customer* once that *relevant customer* is validly *deregistered*.

(6) **Deregistration where medical confirmation not provided**

(a) Where a *relevant customer* who has been registered by a *retailer* under section 40SG(1) of the *Electricity Industry Act* and section 48DI(1) of the *Gas Industry Act* fails to provide *medical confirmation*, the *retailer* may *deregister* the *relevant customer* only when:

(i) the *retailer* has complied with the requirements under clause 164;

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

(A) in person;

(B) by telephone; or

(C) by electronic means;

(iii) the *retailer* has provided the *relevant customer* with a *deregistration notice* no less than 15 *business days* from the date of issue of the second *confirmation reminder notice* issued under subclause 164(1)(d); and

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

(b) A *deregistration notice* must:

(i) be dated;

(ii) specify the date on which the *relevant customer* will be *deregistered*, which must be at least 15 *business days* from the date of the *deregistration notice*;

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

(iv) advise the *relevant customer* that the *relevant customer* will no longer receive the protections under Division 5C of the *Electricity Industry Act* or Division 4AA of the *Gas Industry Act* when the *relevant* customer is *deregistered*.

(c) Where a *relevant customer* has been registered by a *retailer* under section 40SH(1) of the *Electricity Industry Act* or section 48DJ(1) of the *Gas Industry Act*, the *retailer* may *deregister* the *relevant customer* after being notified by the *distributor* that the *distributor* has *deregistered* the *relevant customer*'s premises pursuant to:

(i) clause 12.5.5 of the *Electricity Distribution Code of Practice*; or

(ii) clause 7.10 of the *Gas Distribution Code of Practice*.

(7) **Deregistration where there is a change in the relevant customer's circumstances**

Where a *relevant customer* who has been registered by a *retailer* under sections 40SG(1) or 40SH(1) of the *Electricity Industry Act* and sections 48DI(1) or 48DJ(1) of the *Gas Industry Act* advises the *retailer* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*, the *retailer* may *deregister* the *relevant customer*:

(a) on the date specified in accordance with subclause(7)(a)(i)(B) if:

(i) the *retailer* has provided written notification to the *relevant customer* advising:

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

(B) the date on which the *relevant customer* will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;

(C) that the *relevant customer* will no longer receive the *life support protections* when the premises is *deregistered*;

(D) that the *relevant customer* must contact the *retailer* prior to the date specified in accordance with subclause (7)(a)(i)(B) if the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; and

(E) the *relevant customer* has not contacted the *retailer* prior to the date specified in accordance with subclause (7)(a)(i)(B) to advise that the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; or

(b) on a date that is less than 15 *business days* from the date of written notification, if the *relevant customer* or their authorised representative gives *explicit informed consent* to the *relevant customer* being *deregistered* on that date.

(8) A *retailer* may *deregister* a *relevant customer* after being notified by the *distributor* that the *distributor* has *deregistered* the *relevant customer*'s premises pursuant to:

(a) clause 12.5.6 of the *Electricity Distribution Code of Practice*; or

(b) clause 7.11 of the *Gas Distribution Code of Practice*.

(9) A *retailer* may, at any time, request a *relevant customer* whose premises have been registered under sections 40SG(1) or 40SH(1) of the *Electricity Industry Act* and sections 48DI(1) or 48DJ(1) of the *Gas Industry Act* to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.

~~166~~167 Registration and deregistration details must be kept by retailers

(1) A *retailer* must:

(a) establish policies, systems and procedures for registering and *deregistering life support customers*, to facilitate compliance with the requirements in this Division; and

(b) ensure that the *register of life support customers and life support residents* is maintained and kept up to date, including the following details:

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

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

(iii) the date when the *relevant customer* is *deregistered* and the reason for *deregistration*; and

(iv) a record of communications with the *relevant customer* required by clauses 164 and 166.

Division 2 Exempt electricity seller additional requirements

~~167~~168 Information to be given by an exempt electricity seller when advised by a customer

(1) Exempt electricity seller obligations when advised by *customer*

(a) For purposes of section 40SJ(3) of the *Electricity Industry Act*, the following information is specified as the information that an *exempt electricity seller* must give to a *relevant customer*:

(i) a *medical confirmation form* in accordance with subclause (3);

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

(iii) advice that there may be distributor planned interruptions under the *Electricity Distribution Code of Practice* or unplanned interruptions to the supply at the address and that the *distributor* (including *exempt distributor*) and *exempt electricity seller* is required to notify them of a *distributor* planned interruption under the *Electricity Distribution Code of Practice*;

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

(v) an emergency telephone contact number for the *exempt electricity seller*, any *exempt distributor*, and the *distributor* (the charge for which is no more than the cost of a local call);

(vi) information about the types of equipment that fall within the definition of *life support equipment*, and the additional information provided in Schedule 7 of this code of practice;

(vii) advice that the *relevant customer* may be eligible for concessions and rebates offered by the State or Federal governments, including information about how to access them; and

(viii) information in community languages about the availability of interpreter services for the languages concerned and telephone numbers for the services.

(b) For the purposes of sections 40SJ(4) and 40SJ(5) of the *Electricity Industry Act* the following details are specified as details that the *exempt electricity seller* must give to the *retailer* or *exempt distributor*, as applicable:

(i) that a person residing or intending to reside at the *relevant customer's* premises requires *life support equipment*; and

(ii) the date from which the *life support equipment* is required.

(c) For the purposes of section 40SJ(6) of the *Electricity Industry Act*, the following circumstances are specified as circumstances in which the obligations under sections 48SJ(5) and 48DL(5) do not apply to an *exempt electricity seller*:

(i) if electricity is supplied to the *relevant customer* by an *exempt distributor*, the *exempt distributor* has already given relevant information to the *exempt electricity seller* under clause 12.7.2(a)(i) of the *Electricity Distribution Code of Practice.*

(2) Information to be given by an exempt electricity seller when advised by exempt distributor

(a) For the purposes of section 40SK(2) of the *Electricity Industry Act* an *exempt electricity seller* must give the *relevant*

(b) *customer* the information that is specified in subclause (1)(a) unless the *exempt electricity seller* has previously provided that information to the *relevant customer* at the *relevant customer's* current premises.

(3) Content of medical confirmation form

(a) A *medical confirmation form* provided under subclause (1) must:

(i) be dated;

(ii) state that completion and return of the form to the *exempt electricity seller* will satisfy the requirement to provide *medical confirmation* under this code of practice;

(iii) request the following information from the *relevant customer*:

(A) property address;

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

(C) *medical confirmation*;

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

(v) advise the date by which the *relevant customer* must return the *medical confirmation form* to the *exempt electricity seller*; and

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

~~168~~169 Reminders for confirmation of premises as requiring life support equipment

(1) Where a *medical confirmation form* is provided under clause 168, the *exempt electricity seller* must:

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

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

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

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

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

(2) A *confirmation reminder notice* must:

(a) be dated;

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

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

(d) advise the *relevant customer* that:

(i) the *relevant customer* must provide *medical confirmation*;

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

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

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

~~169~~170 Ongoing exempt electricity seller obligations

(1) Where an *exempt electricity seller* is required under sections 40SJ(1) or 40SK(1) of the *Electricity Industry Act* to record *life support customer details* in a *register of life support customers and residents*, the *exempt electricity seller* has the following ongoing obligations:

(a) if the *exempt electricity seller* was required to give notice to a *retailer* under section 40SJ(4) of the *Electricity Industry Act* the *exempt electricity seller* must, within one *business day* from receipt, give the *retailer*:

(i) relevant information about the *life support equipment* requirements for the *relevant customer*'s premises and any relevant contact details; and

(ii) a copy of the *relevant customer's medical confirmation*;

for the purpose of updating the *retailer's register of life support customers and residents*, unless the relevant information was provided to the *exempt electricity seller* by the *retailer;*

(b) if the *exempt electricity seller* was required to give notice to an *exempt distributor* under section 40SJ(5) of the *Electricity Industry Act*, the *exempt electricity seller* must give the *exempt distributor* (within one *business day* from receipt) relevant information about the *life support equipment* requirements for the *relevant customer* (including when the *relevant customer* provides *medical confirmation* to the *exempt electricity seller*) and any relevant contact details for the purposes of updating the *distributor*'s registration under clause 12.7.2(b) of the *Electricity Distribution Code of Practice*, unless the relevant information was provided to the *exempt electricity seller* by the *exempt distributor*;

(c) when advised by a *relevant customer*, *retailer*, or *exempt distributor* of any updates to the *life support equipment* requirements for the *relevant customer*'s premises or any relevant contact details, update the *register of life support customers and residents*, within one *business day* from receipt of the advice; and

(d) within one *business day* of being notified by a *distributor* about a planned interruption under clause 11.5.1(b) of the *Electricity Distribution Code of Practice*, provide the affected *relevant customer* with written notice of the planned interruption.

Note: Section 40SS of the *Electricity Industry Act* prohibits an *exempt electricity seller* from disconnecting a registered *life support customer.*

(2) The notice given under subclause (1)(d) must:

(a) specify the expected date, time and duration of the interruption; and

(b) include a 24-hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call.

~~170~~171 Deregistration of premises

(1) For the purpose of section 40SV(2) of the *Electricity Industry Act*, *life support customer details* may be removed from the *register of life support customers and residents* in the circumstances as set out in this clause.

(2) If a *relevant customer* is *deregistered* by an *exempt electricity seller*, the *exempt electricity seller* must within five *business days* update its *register of life support customers and residents* as required by clause 172.

(3) If no *relevant customer* remains registered with an *exempt electricity seller* under this Part, the *exempt electricity seller* must within five *business days* notify:

(a) the *retailer*; and

(b) any *exempt distributor* of the date of *deregistration* and the reason for *de-registration*.

(4) The *exempt electricity seller's* obligations under clause 170 cease to apply in respect of a *relevant customer* once that *relevant customer* is validly *deregistered.*

(5) Deregistration where medical confirmation not provided

(a) Where a *relevant customer* who has been registered by an *exempt electricity seller* under sections 40SJ(1) or 40SK(1) of the *Electricity Industry Act* fails to provide *medical confirmation*, the *exempt person* may *deregister* the *relevant customer* only when:

(i) the *exempt electricity seller* has complied with the requirements under clause 169;

(ii) the *exempt electricity seller* has taken reasonable steps to contact the *relevant customer* in connection with the *relevant customer*'s failure to provide *medical confirmation* in one of the following ways:

(A) in person;

(B) by telephone; or

(C) by electronic means;

(iii) the *exempt electricity seller* has provided the *relevant customer* with a *deregistration notice* no less than 15 *business days* from the date of issue of the second *confirmation reminder notice* issued under clause 169(1)(d); and

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

(b) A *deregistration notice* must:

(i) be dated;

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

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

(iv) advise the *relevant customer* that the *relevant customer* will no longer receive the *life support protections* when the *relevant customer* is *deregistered*.

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

Where a *relevant customer* who has been registered by an *exempt electricity seller* under sections 40SJ(1) or 40SK(1) of the *Electricity Industry Act* advises the *exempt electricity seller* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*, the *exempt electricity seller* may *deregister* the *relevant customer* on:

(a) the date specified in accordance with subclause (6)(a)(i)(B) if:

(i) the *exempt electricity seller* has provided written notification to the *relevant customer* advising:

(A) that the *relevant customer* will be *deregistered* on the basis that the *relevant customer* has advised the *exempt electricity seller* that the person for whom the *life support equipment* is required has vacated the premises or no longer requires the *life support equipment*;

(B) the date on which the *relevant customer* will be *deregistered*, which must be at least 15 *business days* from the date of that written notification;

(C) that the *relevant customer* will no longer receive the *life support protections* when the *relevant customer* is *deregistered*;

(D) that the *relevant customer* must contact the *exempt electricity seller* prior to the date specified in accordance with subclause (6)(a)(i)(B) if the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; and

(E) the *relevant customer* has not contacted the *exempt electricity seller* prior to the date specified in accordance with subclause (6)(a)(i)(B) to advise that the person for whom the *life support equipment* is required has not vacated the premises or requires the *life support equipment*; or

(b) a date that is less than 15 *business days* from the date of written notification if the *relevant customer* or their authorised representative gives *explicit informed consent* to the *relevant customer* being *deregistered* on that date.

(7) An *exempt electricity seller* may, at any time, request a *relevant customer* whose premises have been registered under sections 40SJ(1) or 40SK(1) of the *Electricity Industry Act* to confirm whether the person for whom *life support equipment* is required still resides at the premises or still requires *life support equipment*.

~~171~~172 Registration and deregistration details must be kept by exempt electricity sellers

(1) An *exempt electricity seller* must:

(a) establish policies, systems and procedures for registering and *deregistering life support customers* to facilitate compliance with the requirements in this Division; and

(b) ensure that the *register of life support customers and life support residents* is maintained and kept up to date, including the following details:

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

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

(iii) the date when the *relevant customer* is *deregistered* and the reason for *deregistration*; and

(iv) a record of communications with the *relevant customer* required by clauses 169 and 171.

Division 3 Deemed exempt persons and exempt distributors

~~172~~173 Obligations of retailers with respect to deemed exempt persons and exempt distributors

(1) When notified by a *deemed exempt person* or an *exempt distributor* that a *life support resident* resides, or is intended to reside, at the premises of a *customer*, a *retailer* must:

(a) record the same matters in the same manner as required by section 40SI(1) of the *Electricity Industry Act*; and

(b) give the *distributor* the same details as required by section 40SI(2) of the *Electricity Industry Act* and clause 163(4) of this code of practice,

as if the *deemed exempt person* or *exempt distributor* were an *exempt electricity seller.*

(2) In relation to a *customer* who is registered with a *retailer* pursuant to subclause (1)(a), the *retailer* must comply with:

(a) clause 163(1) of this code of practice;

(b) section 40SV(2) of the *Electricity Industry Act* and clause 166 of this code of practice; and

(c) clause 165 of this code of practice

as if the *deemed exempt person* or *exempt distributor* were an *exempt electricity seller*, and as if the *customer* were a registered *life support customer* within the meaning of section 40SA of the *Electricity Industry Act.*

Note: For the avoidance of doubt, a contravention of this clause by a *retailer* is not an offence under the *Electricity Industry Act*.

~~173~~174 Obligations of deemed exempt persons

(1) A *deemed exempt person* must:

(a) when advised by a *customer* that a *life support resident* resides, or intends to resides, at the *customer's premises*:

(i) record the same matters in the same manner as required by section 40SJ(1) of the *Electricity Industry Act*;

(ii) inform the *customer* of the matters required by section 40SJ(2) of the *Electricity Industry Act*;

(iii) give the *customer* the same information in the same manner as required by section 40SJ(3) of the *Electricity Industry Act* and clause 168(1)(a) of this Code of Practice;

(iv) give the *retailer* the information required by sections 40SJ(4) and 40SK(3) of the *Electricity Industry Act* and clause 168(1)(b) of this code of practice; and

(v) give the *exempt distributor* (if any) the information required by section 40SJ(5) of the *Electricity Industry Act* and clause 170(1)(b) of this code of practice;

(b) when advised by an *exempt distributor* that a *life support resident* resides, or intends to reside, at the *customer's* premises:

(i) record the same matters in the same manner as required by section 40SJ(1) of the *Electricity Industry Act*; and

(ii) give the *customer* the information as required by section 40SK(2) of the *Electricity Industry Act* and clause 168(2) of this code of practice,

as if the *deemed exempt person* were an *exempt electricity seller*.

(2) In relation to a *customer* who is registered by a *deemed exempt person* pursuant to subclause (1)(a)(i) or (1)(b)(i), the *deemed exempt person* must comply with:

(a) clause 170 of this code of practice;

(b) section 40SV(2) of the *Electricity Industry Act* and clause 171 of this code of practice; and

(c) clause 172 of this code of practice,

as if the *deemed exempt person* were an *exempt electricity seller,* and as if the *customer* were a registered *life support customer* within the meaning of section 40SA of the *Electricity Industry Act.*

Note: For the avoidance of doubt, a contravention of this clause by a *deemed exempt person* is not an offence under the *Electricity Industry Act*.

Part 9 Termination

~~174~~175 Objective

(1) The objective of this Part is to regulate the rights and obligations of small customers, *retailers* and *exempt persons* regarding the termination of *customer retail contract* and *exempt person arrangements.*

~~175~~176 Termination of standard retail contract (SRC)

(2) A *standard retail contract* terminates:

(a) subject to subclause (3), in a case where the *small customer*:

(i) gives the *retailer* a notice (a *termination notice*) stating that the *small customer* wishes to terminate the contract (even if the *small customer* has vacated the premises earlier); or

(ii) is reclassified so that the *customer* is no longer a *small customer*,

on a date advised by the *retailer* (which must be at least five but not more than 20 *business day*s from the giving of a *termination notice* or a reclassification);

(b) on a date agreed between the *retailer* and the *small customer*;

(c) when the *small customer* starts receiving *customer retail services* for the premises under a different *customer retail contract* with the *retailer* or a different *retailer*;

(d) when a different *customer* starts receiving *customer retail services* for the premises under a *customer retail contract* with the *retailer* or a different *retailer*; or

(e) at the end of the period of 10 *business day*s commencing on the day the *small customer*'s premises are *disconnected*, if there is no contractual right to *re-connection*,

whichever first occurs.

(3) Where a *small customer* gives a *termination notice* and notifies the *retailer* of a date on which the *small customer* intends to vacate the premises, the *retailer* must:

(a) use its best endeavours to ensure that the relevant *meters* are read at, or the relevant *metering data* is obtained for, the premises on the date and at the time agreed with the *small customer* (or as soon as possible after that date if the *small customer* has not provided access to the relevant *meters* on that date or at that time); and

(b) prepare and send to the *small customer* at the forwarding address provided by the *small customer* a final bill based on the relevant *meter* reading or *metering data*.

(4) If the *small customer* gives a *termination notice*, or is reclassified so that the *customer* is no longer a *small customer*, but does not give safe access to the premises to conduct a

final *meter* reading (where relevant), the *standard retail contract* does not terminate under subclause (1)(a) until the date the *retailer* issues a final bill and the *customer* has paid any outstanding balance.

(5) A *retailer* must not impose a termination charge (however described) under a *standard retail contract* in respect of the termination of the contract.

(6) Termination of a *standard retail contract* does not affect any rights or obligations that have already accrued under the contract.

(7) Where there is an existing *standard retail contract* between a *retailer* and a *small customer* who is reclassified under the code of practice so that the *customer* is no longer a *small customer*, the *retailer* is no longer obliged to make a *Victorian default offer*, a *Midday Power Saver Offer* or *standing offer* to the *customer*.

(8) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

~~176~~177 Termination of a market retail contract or exempt person arrangement (MRC and EPA)

(1) A *market retail contract* or an *exempt person arrangement* terminates:

(a) on a date agreed between the *retailer* and the *small customer*;

(b) when the provision of *customer retail services* to the premises commences under a *customer retail contract* with a different *customer*;

(c) when the provision of *customer retail services* to the premises commences under a different *customer retail contract* between the *customer* and the *retailer* or another *retailer*;

(d) at the end of the period of 10 *business day*s commencing on the day the *small customer*'s premises are *disconnected*, if there is no contractual right to *re-connection*; or

(e) subject to subclause (2), on another date or event specified in the *market retail contract* or *exempt person arrangement*,

whichever first occurs.

(2) A term or condition of a *market retail contract* or an *exempt person arrangement* has no effect:

(a) to the extent that it requires a *small customer* to give more than 20 *business days*' notice to terminate the contract; or

(b) to the extent that it requires the *small* customer to give prior notice of a termination in order to exercise the *customer*'s right to opt-out of a *demand retail tariff* in accordance with clause 8 of the Advanced Metering Infrastructure (Retail and Networks Tariffs) Order 2021.

(3) Termination of a *market retail contract* or an *exempt person arrangement* does not affect any rights or obligations that have already accrued under the contract.

(4) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(5) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~177~~178 Termination in the event of a last resort event

(1) Where a *retailer* and a *customer* have entered into a *customer retail contract* or *exempt person arrangement*, other than a *dual fuel contract*, and a *last resort event* occurs in relation to the *retailer*, that *customer retail contract* or *exempt person arrangement* will automatically terminate and the *customer* will not be liable for any termination fee or other penalty.

(2) Where a *retailer* and a *customer* have a *dual fuel contract* under which both gas and electricity are sold under the one contract and:

(a) *last resort events* simultaneously occur in relation to the *retailer* in relation to both fuels, that *customer retail contract* will automatically terminate and the *customer* will not be liable for any early termination fee or other penalty; or

(b) *a last resort event* occurs in *relation* to the *retailer* in relation to one of the fuels:

(i) the *customer retail contract* will automatically terminate to the extent it applies to the fuel in relation to which the *last resort event* occurred and, subject to subclause (2)(b)(ii), will continue in relation to the other fuel on the same terms and conditions in so far as they apply to the sale of that other fuel;

(ii) the *customer* may, within 14 days of the *last resort event* occurring, terminate the *customer retail contract* in relation to that other fuel by giving the *retailer* seven days' notice; and

(iii) in either case, the *customer* will not be liable for any early termination fee.

(3) Where a *retailer* and a *customer* have a *dual fuel contract* which comprises two separate *customer retail contracts*, one each for gas and electricity, with synchronised billing cycles, and:

(a) *last resort events* simultaneously occur in relation to the *retailer* in relation to both fuels, those *customer retail contracts* will automatically terminate and the *customer* will not be liable for any early termination fee or other penalty; or

(b) a *last resort event* occurs in relation to the *retailer* in relation to one of the fuels:

(i) the *customer retail contract* for the fuel in relation to which the *last resort event* occurred will automatically terminate and the *customer* will not be liable for any early termination fee or other penalty; and

(ii) the *customer retail contract* for the other fuel will continue on the same terms and conditions.

(4) Application of this clause to exempt persons

Subclause (1) applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

Part 10 Disconnection of premises

~~178~~179 Objectives

(1) The objectives of this Part are to:

(a) specify requirements that *retailers* and *exempt electricity sellers* must observe before arranging *disconnection* under Part 2, Division 5C of the *Electricity Industry Act* and Part 3, Division 4AA of the *Gas Industry Act*;

(b) require *deemed exempt persons* to comply with the same requirements before arranging *disconnection*; and

(c) set out the circumstances in which a *retailer* must arrange for *re-connection* of a *customer*'s premises.

~~179~~180 Simplified outline

Divisions 1 and 2 of this Part need to be read together with Part 2, Division 5C of the *Electricity Industry Act* and Part 3, Division 4AA of the *Gas Industry Act.*

Division 1 addresses requirements for *reminder notices, access request notices, disconnection imminent notices* and *disconnection warning notices*.

Division 2 specifies matters that Part 2, Division 5C, Subdivision 3 of the *Electricity Industry Act* and Part 3, Division 4AA, Subdivision 3 of the *Gas Industry Act* provide may be provided for in an applicable code.

Division 3 addresses the circumstances in which a *retailer* or *exempt person* must arrange for *re-connection* of premises.

Division 1 Preliminary

~~180~~181 Definitions

In this Part:

access request notice has the same meaning as in section 40SP(1)(c) of the *Electricity Industry Act* and section 48DR(1)(c) of the *Gas Industry Act;*

disconnection warning notice has the same meaning as in section 40SA of the *Electricity Industry Act* and section 48DC of the *Gas Industry Act;*

disconnection warning period means the period that starts on the date of issue of a *disconnection warning notice*, and ends no earlier than six *business day*s from the date of issue of the *disconnection warning notice*;

intention to disconnect notice has the same meaning as in section 40SA of the *Electricity Industry Act* and section 48DC of the *Gas Industry Act;*

intention to disconnect period means the period that starts on the date of issue of an *intention to disconnect notice* and ends no earlier than six *business days* from the date of issue of the *intention to disconnect notice;*

reminder notice has the same meaning as in section 40SA of the *Electricity Industry Act* and section 48DC of the *Gas Industry Act;*

reminder notice period in relation to a *small customer*, means the period that starts on the date of issue to the *customer* of a *reminder notice* under clause 182, and ends no earlier than six *business day*s after the date of issue of the *reminder notice*.

~~181~~182 Reminder notices

(1) A *reminder notice* must have the heading 'Reminder Notice' prominently displayed on it.

(2) A *reminder notice* must not be issued to a *relevant customer*:

(a) before the next *business day* after the *pay-by date; or*

(b) later than 21 business days after the *pay-by date*.

(3) The purpose of a *reminder notice* is to remind the *relevant customer* of their obligation to pay the bill.

(4) A *retailer* or *exempt electricity seller* must not issue a *reminder notice* to a *residential customer* who has put forward a payment proposal or revised proposal in accordance with clause 130 that the *retailer* or *exempt electricity seller* has accepted unless the *residential customer* has failed to make a payment by the date on which it was payable under the proposal or revised proposal.

(5) A *reminder notice* must:

(a) state the date of its issue;

(b) state the date on which the *reminder notice period* ends;

(c) state that payment of the bill is required to be made before the end of the *reminder notice period*; and

(d) give details of how to contact the *retailer* or *exempt electricity seller* in connection with a complaint or dispute.

~~182~~183 Access request notice

(1) For the purposes of section 40SP(1)(c) of the *Electricity Industry Act* and section 48DR(1)(c) of the *Gas Industry Act*, an *access request notice* must be expressed in plain language, legible and presented clearly and appropriately having regard to its nature.

~~183~~184 Intention to disconnect notice

(1) An *intention to disconnect notice* must have the heading 'Intention to Disconnect' prominently displayed on it.

(2) An *intention to disconnect notice* must:

(a) state the date of its issue;

(b) state the date on which the *intention to disconnect period* ends;

(c) identify what action a *relevant customer* may take to avoid *disconnection* before the end of the *intention to disconnect period*; and

(d) give details how the *relevant customer* may contact the *retailer* or *exempt electricity seller* in connection with a complaint or dispute.

~~184~~185 Disconnection warning notices

(1) A *disconnection warning notice* must:

(a) state the date of its issue;

(b) state the matter giving rise to the potential *disconnection* of the *relevant customer*'s premises;

(c) if the *relevant customer* is a *residential customer* who is entitled to receive assistance under Part 6:

(i) give an explanation in plain language of the notice and of why it is being issued;

(ii) give the *relevant customer* clear and unambiguous advice about what the *relevant customer* needs to do to avoid being disconnected from their *energy* supply, including any entitlement that they may have to further assistance under Part 6; and

(iii) if the *relevant customer* is or may be eligible for other assistance provided by government or community service providers, give the *relevant customer* clear information about how to access that assistance;

(d) where the notice has been issued for not paying a bill:

(i) state the date on which the *disconnection warning period* ends; and

(ii) state that payment of the bill must be made during the *disconnection warning period*;

(e) where the notice has been issued for a reason other than not paying a bill, allow a period of not fewer than five *business day*s after the date of issue for the *relevant customer* to rectify the matter before *disconnection* will or may occur;

(f) inform the *relevant customer* of applicable *re-connection* procedures and (if applicable) that a charge will be imposed for *re-connection*;

(g) include details of the existence and operation of the *energy ombudsman*, including contact details;

(h) include details of the telephone number of the *retailer* or *exempt electricity seller* for payment assistance enquiries; and

(i) for a *relevant customer* with a *smart meter*, state that *disconnection* could occur remotely.

Division 2 Disconnection obligations of retailers and exempt persons

~~185~~186 Specified exempt electricity sellers for the purpose of disconnection of premises

(1) The *categories of exempt electricity seller* who are specified for the purposes of each of the following sections of Part 2, Division 5C of the *Electricity Industry Act* are identified in the table below.

***Electricity Industry Act*, section**	***Categories* of *exempt electricity seller***
40SL	VR1, VR2, VR3 and VR4
40SM	VR1
40SN	VR1
40SO	VR1, VR2, VR3 and VR4
40SP	VR1, VR2, VR3 and VR4
40SQ	VR1, VR2, VR3 and VR4
40SR	VR1, VR2, VR3 and VR4
40SS	VR1, VR2, VR3 and VR4

40SU	VR1, VR2, VR3 and VR4

Note: Each of the identified sections permits an *exempt electricity seller* specified under this code of practice to arrange for supply of electricity at a *relevant customer's* premises to be *disconnected* in the circumstances stated in that section.

~~186~~187 Residential customer only to be disconnected as a last resort for non-payment

(1) For the purposes of section 40SM(1)(f) of the *Electricity Industry Act* and section 48DO(1)(f) of the *Gas Industry Act* the following requirements are specified as requirements that a *retailer* or *exempt electricity seller* must comply with in order to arrange *disconnection* of the premises of a *residential customer*:

(a) the *retailer* or *exempt electricity seller*:

(i) has complied with all of its obligations to the *residential customer* under clause 141;

(ii) has, after the issue of the *disconnection warning notice*, taken all reasonable steps to provide the *residential customer* clear and unambiguous information about the assistance available under Part 6;

(iii) has at all times acted fairly and reasonably in relation to the *residential customer*; and

(iv) has, where the *residential customer* is an *affected customer*, taken into account the particular circumstances of that *residential customer*; and

(b) the *retailer* or *exempt electricity seller* has records that are sufficient to evidence the matters mentioned in subclauses (1)(a)(i) to (iv).

(2) For the purposes of section 40SM(1)(b)(i) of the *Electricity Industry Act* and section 48DO(1)(b)(i) of the *Gas Industry Act*, a *retailer* or *exempt electricity seller* must not arrange for *disconnection* of the premises where the total amount of the *customer's* arrears is less than $1,000 (inclusive of GST).

~~187~~188 Extension of Electricity Industry Act disconnection obligations to embedded network customers of licensed retailers

(1) A *retailer* must only arrange *disconnection* of the premises of a *small customer* to whom electricity is supplied by an *exempt distributor*, in accordance with Part 2, Division 5C, Subdivision 3 or section 40ST of the *Electricity Industry Act,* as if the *small customer* were a *relevant customer* of the *retailer.*

Note: For the avoidance of doubt, a contravention of this clause by a *retailer* is not an offence under the *Electricity Industry Act*.

~~188~~189 Extension of Electricity Industry Act disconnection obligations to deemed exempt persons

(1) A *deemed exempt person* must not arrange *disconnection* of the premises of a *relevant customer* except as permitted by subclause (2).

(2) A *deemed exempt person* must only arrange *disconnection* of the premises of a *relevant customer* in accordance with the following sections of Part 2, Division 5C of the *Electricity Industry Act* as if it were an *exempt electricity seller*, if the, deemed exempt person is one of the categories of deemed exempt person specified for that section in the table below:

***Electricity Industry Act*, section**	***Categories* of *deemed exempt persons***
40SL	VD1, VD2, VD3, VD6, VD7
40SM	VD1, VD2, VD3, VD6, VD7
40SN	VD1, VD2, VD3, VD6, VD7
40SO	VD1, VD2, VD3, VD6, VD7
40SP	VD1, VD2, VD3, VD6, VD7
40SQ	VD1, VD2, VD3, VD6, VD7
40SR	VD1, VD2, VD3, VD6, VD7
40SS	VD1, VD2, VD3, VD6, VD7
40SU	VD1, VD2, VD3, VD6, VD7

Note: For the avoidance of doubt, a contravention of this clause by a *deemed exempt person* is not an offence under the *Electricity Industry Act*.

~~189~~190 Timing of disconnection where dual fuel contract

(1) This clause applies where a *retailer* and a *relevant customer* have entered into a *dual fuel contract* for the *relevant customer*'s premises and the *retailer* has the right to arrange for *disconnection* of the premises pursuant to Division 5C of the *Electricity Industry Act*.

(2) Despite any other provision of this Division, the *retailer* may exercise the right to arrange for *disconnection* of the *relevant customer*'s gas supply no sooner than seven *business day*s after the date of receipt of the *disconnection warning notice*.

(3) The *retailer* may exercise the right to arrange for *disconnection* of the *relevant customer*'s electricity supply in accordance with timing determined under the *dual fuel contract* but no

earlier than 15 *business days* after the date of the *disconnection* of the *relevant customer*'s gas supply under subclause (2).

~~190~~191 Request for disconnection (SRC, MRC and EPA)

(1) If a *relevant customer* requests the *retailer* to arrange for *disconnection* of the *relevant customer*'s premises, the *retailer* must use its best endeavours to arrange for:

(a) *disconnection* in accordance with the *relevant customer*'s request;

(b) a *meter reading*;

(c) if applicable, the *preparation* and issue of a final bill for the premises; and

(d) *where* a *relevant customer's* premises can be disconnected remotely and the *retailer* believes it can do so safely, the *retailer* must arrange for *disconnection* of the *relevant customer*'s premises within two hours of the *relevant customer*'s request, unless the *relevant customer* has requested *disconnection* at a scheduled time.

Note: Supply of electricity or gas may be disconnected by agreement or on notice by the *relevant customer* in accordance with section 40SL of the *Electricity Industry Act* or section 48DN of the *Gas Industry Act.*

(2) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

(3) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(4) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

Division 3 Re-connection of premises

~~191~~192 Obligation on retailer to arrange re-connection of premises (SRC, MRC and EPA)

(1) Where a *retailer* has arranged for the *disconnection* of a *small customer*'s premises and the *small customer* has within 10 *business days* of the *disconnection*:

(a) if relevant, rectified the matter that led to the *disconnection* or made arrangements to the satisfaction of the *retailer*;

(b) made a request for *re-connection*; and

(c) paid any charge for *re-connection*;

the *retailer* must, in accordance with any requirements under the *energy laws*, initiate a request to the *distributor* for *re-connection* of the premises.

(2) If a *small customer* whose premises have been *disconnected* is eligible for a *Utility Relief Grant* and, within 10 *business day*s of the *disconnection*, applies for such a grant, then the *small customer* is to be taken by the *retailer* to have rectified the matter that led to the *disconnection*.

(3) Application of this clause to standard retail contracts

This clause applies in relation to *standard retail contract*s.

(4) Application of this clause to market retail contracts

This clause applies in relation to *market retail contracts*.

(5) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

~~192~~193 Time for re-connection

(1) If a *small customer* makes a request for *re-connection*:

(a) before 3 pm on a *business day*, the *retailer* must arrange for *re-connection* of the *small customer*'s premises on the day of the request; or

(b) after 3 pm on a *business day*, the *retailer* must arrange for *re-connection* of the *small customer*'s premises on the next *business day* or, if the request also is made before 9 pm and the *small customer* pays any applicable additional after hours *re-connection* charge, on the day requested by the *small customer*; or

(c) where the *retailer* is able to *re-connect* the *small customer*'s premises remotely and reasonably believes that it can do so safely:

(i) subject to subclauses (1)(a) and (b), the *retailer* must use its best endeavours to arrange for *re-connection* of the *small customer*'s premises within two hours;

(ii) in any event, the *retailer* must pass on the request to the relevant *distributor* within one hour after the conclusion of the interaction during which the *small customer* made the request.

(2) A *retailer* and a *small customer* may agree that later times are to apply to the *retailer*.

(3) Application of this clause to exempt persons

This clause applies to *exempt persons* in the following *categories*:

VD1, VD2, VD7, VR1, VR2, VR3 and VR4.

Schedule 1 Civil Penalty Requirements

The following provisions of this code of practice are specified civil penalty requirements for the purpose of the *Essential Services Commission Act 2001.*

Part 2: Retailers' general obligations	8(1); 8(2); 8(3); 11(1); 12(1); 13(1); 13(2); 13(3); 13(4); 14(1); 14(1A); 16(1); 16(2); 16(3); 16A(1); 16A(2); 16A(3)
Part 4: Retailers' pre-contract and marketing obligations	24(1); 24(2); 26(2)(b); 26(3)(a); 26(3)(b); 26(4); 26(5); 27(1); 28(1); 29(5); 30(1); 30(2); 31(1); 33(1); 34(1); 38(1); 38(2); 38(3); 38(6); 38A(1), 38A(2) 38A(3); 39(1); 39(2); 39(3); 39(4); 39(5); 40(1); 40(3); 40(4); 40(5); 40(6); 40(7); 40(8); 40(9); 40(10); 40(11); 40(12); 41(1); 41(2); 44(1); 45(1); 46(2); 46(3): 47(2); 48(1); 48(2); 49(1); 50(1); 50(2); 51(2); 51(5); 51(7); 52(1); 53(1); 54(1); 54(3).
Part 5: Rights and obligations once a contract is entered into	57(1); 57(2); 59(1); 59(4); 59(6); 59(7); 59(8); 59(10); 59(11); 59(12); 59(13); 59(14); 60(1); 62(1); 63(1); 63(2); 65(1); 66(1); 68(1); 68(2); 68(3); 69(1); 69(2); 69(3); 69(5)(a); 69(7)(b); 69(8); 70(2)(a); 70(2)(b); 70(2)(c); 70(2)(d); 70(3); 71(1); 71(2); 71(3); 72(1); 72(3); 72(4); 72(5); 72(2A); 73(1); 73(2); 73(3); 73(4); 74(1); 74(2); 75(2); 75(3); 75(4); 76(1); 77(1)(b); 77A(1); 77A(3); 80(1); 81(1); 82(1); 84(1); 85(1); 85(2); 85(3); 85(4); 85(5); 85(6); 85(8); 86(3); 87(1); 88(1); 89(1); 89(2); 89(3); 90(1); 90(2); 92(2); 92(3); 92(4); 92(5); 93(1); 94(2); 94(4); 96(1); 96(1A); 97(5); 97(6); 98(1); 98(2); 98(3); 99(1); 100(2); 102(1); 102(2); 103(1); 104(1); 106(1); 107(1); 107(2); 107(3); 108(1); 108(3); 109(1); 110(1); 110(2); 110(3); 110(4); 111(2); 111(4); 111(5); 111A(1); 111A(4); 112(1); 112(2); 113(1); 114(1); 115(1); 119(1); 119(2); 119(3); 119(4); 119(5); 120B(1); 120B(2); 120B(3); 120C(1); 120C(2); 120C(3); 120C(4); 120C(6); 120C(8); 120C(9)(a); 120C(9)(b); 120D(1); 120D(2); 120E(1).
Part 6: Assistance for residential customers anticipating or facing payment difficulties	125(1); 125(2); 129(3); 130(2); 130(5); 130(6); 131(2); 131(3); 132(1); 132B(1); 132B(4); 132C(1); 132D(1); 132D(2); 132D(3); 132D(4); 132D(6); 132D(8); 132D(9); 132G(1); 132G(2) 135(1); 138(1); 138(2); 138(3); 138(4A); 139(1); 139(2); 139(5); 141(1); 143(1); 144(1); 144(2); 144(3); 145(1); 146(2); 146(3); 146(4); 146(5); 146(6); 146(7); 146(8).
Part 7: Assistance for customers affected by family violence	149(1); 150(1); 150(4); 150(6); 151(1); 152(1); 153(1); 154(1); 154(2); 155(1); 157(1); 158(1); 159(1); 160(1); 160(2).
Part 8: Life support equipment	164(1); 164(2); 165(1); 165(2); 167(1); 168(1); 169(1); 169(2); 172(1); 173(1); 173(2); 174(1); 174(2).
Part 9: Termination	176(2); 176(4); 182(4); 187(2); 189(1); 191(1); 192(1); 193(1).

Schedule 2 Model terms and conditions for standard retail contracts

(Clause 18)

PREAMBLE

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions for the Victorian Default Offer or a gas standing offer. For the Midday Power Saver Offer, your retailer must obtain your explicit informed consent to these terms and conditions before the contract starts, unless you are switched to it under the Energy Retail Code of Practice's automatic switching provision.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules") set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

Notes for Victorian customers:

1) For Victorian customers, the energy laws applicable in Victoria are the Electricity Industry Act 2000, the Gas Industry Act 2001 and the *Energy Retail Code of Practice*. For customers in Victoria all references to the National Energy Retail Law and Rules in this contract should be read as references to the *Energy Retail Code of Practice* unless stated otherwise.
2) Standing offers for electricity in Victoria are required to comply with prices set by the Essential Services Commission and known as the Victorian Default Offer or Midday Power Saver Offer.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

Note for Victorian customers:

There are no gas customer connection contracts in Victoria.

More information about this contract and other matters is on our website [permitted alteration: insert retailer's website address].

1. THE PARTIES

(1) This contract is between:

(2) [Permitted alteration: name of designated retailer] who sells energy to you at your premises (in this contract referred to as "we", "our" or "us"); and

(3) You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

2. DEFINITIONS AND INTERPRETATION

(a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.

(b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

(a) you are a residential customer; or

(b) you are a business customer who is a small customer; and

(c) you request us to sell energy to you at your premises; and

(d) you are not being sold energy for the premises under a market retail contract.

3.3 Electricity or gas

Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us *acceptable identification* and your contact details for billing purposes.

4.2 When does this contract end?

(a) This contract ends:

(i) if you give us a notice stating you wish to end the contract—subject to paragraph (b), on a date advised by us of which we will give you at least five but no more than 20 *business day*s' notice; or

(ii) if you are no longer a small customer:

(A) subject to paragraph (b), on a date specified by us, of which we will give you at least five but no more than 20 *business days*' notice; or

(B) if you have not told us of a change in the use of your energy—from the time of the change in use; or

(iii) if we both agree to a date to end the contract—on the date that is agreed; or

(iv) if you start to buy energy for the premises

(A) from us under a market retail contract – on the date the market retail contract starts; or

(B) from a different retailer under a customer retail contract – on the date the customer retail contract starts; or

(v) if a different customer starts to buy energy for the premises—on the date that customer's contract starts; or

(vi) if the premises are disconnected and you have not met the requirements in the Rules for re-connection—10 *business days* from the date of disconnection.

(b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.

(c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

(a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.

(b) When we receive the notice, and we need to have a person read your meter to prepare your final bill, we must use our best endeavours to arrange for the reading ~~of the *meter*~~ on the date specified in your notice (or as soon as possible after that date if you do not provide access to your *meter* on that date, 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.

(b) In return, you agree:

(i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and

(ii) to pay the amounts billed by us under this contract; and

(iii) to meet your obligations under this contract and the energy laws.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including *metering* equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract.

Note for Victorian customers:

There are no gas customer connection contracts in Victoria.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises).

6.3 Life support equipment

(a) Before this contract starts, we were required to ask you whether a person residing or intending to reside at your premises requires *life support equipment*.

(b) If a person living or intending to live at your premises requires *life support equipment*, you must:

(i) advise us that the person requires *life support equipment*;

(ii) register the premises with us or your distributor; and

(iii) upon receipt of a *medical confirmation form*, provide *medical confirmation* for the premises.

(c) Subject to satisfying the requirements in this code of practice, the *Electricity Distribution Code of Practice* or the *Gas Distribution Code of Practice*, your premises may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to us or your distributor.

(d) You must tell us or your distributor if the *life support equipment* is no longer required at the premises.

(e) 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* or *unplanned interruption* to the supply of energy to the premises;

(iii) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and

(iv) emergency telephone contact numbers.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

7. OUR LIABILITY

(a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a *relevant authority*.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.

(c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

Note for Victorian customers:

The reference to the NERL in clause 7(c) is a reference to, in the case of electricity, s.120 of the National Electricity Law as set out in the Schedule to the *National Electricity (South*

Australia) Act 1996 or, in the case of gas, to section 232 of the *Gas Industry Act* or section 33 of the *Gas Safety Act 1997*.

8. PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

(a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.

(b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note:

We do not impose any charges for the termination of this contract.

8.2 Changes to tariffs and charges

(a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 *business day*s before it starts. We will also include details with your next bill if the variation affects you.

(b) Our standing offer prices will not be varied more often than once every six months.

Note for Victorian customers:

The standing offer prices will be varied more often that once every six months if the variation is required by the energy laws.

8.3 Variation of tariff due to change of use

If a change in your use of energy or other changes 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

8.4 Variation of tariff or type of tariff on request

(a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.

(b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:

(i) transfer you to that other tariff within 10 *business days*; or

(ii) transfer you to that other type of tariff from the date the *meter* is read or the type of *meter* is changed (if needed).

8.5 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.6 GST

Amounts specified in the standing offer prices from time to time and other amounts payable under this contract are inclusive of *GST*.

9. BILLING

9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

(a) to you at the address nominated by you; or

(b) to a person authorised in writing by you to act on your behalf at the address specified by you.

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

(a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and

(b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and

(c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

9.3 Estimating the energy usage

(a) We may estimate the amount of energy consumed at your premises if your *meter* cannot be read, if your metering data is not obtained (for example, if access to the *meter* is not given or the *meter* breaks down or is faulty), or if you otherwise consent.

Note for Victorian customers:

In Victoria, a retailer must obtain a customer's 'explicit informed consent' to base the customer's bill on an estimation, unless the meter cannot be read or the metering data is not obtained.

(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 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.

9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous two years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than two years.

9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

10. PAYING YOUR BILL

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the *pay-by date*) on the bill. The *pay-by date* will be no earlier than 13 *business day*s from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the *pay-by date*, we will send you a *reminder notice* that payment is required. The *reminder notice* will give you a further due date for payment which will be not less than 6 *business day*s after we issue the notice.

10.3 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about your entitlements as a Victorian energy customer.

Note for Victorian customers:

In Victoria, a retailer must comply with the payment difficulty framework, provided for in Part 6 of the Energy Retail Code of Practice which sets out minimum standards of assistance to which residential customers anticipating or facing payment difficulties are entitled, so that disconnection of a residential customer for not paying a bill is a measure of last resort.

10.4 Late payment fees

(a) If you have not paid a bill by the *pay-by date*, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website.

[Required alteration: deletion of this clause is a required alteration where late payment fees for small customers under a standard retail contract are not permitted by a State or Territory law. If this contact is used for multiple jurisdictions including Victoria and another jurisdiction where late payment fees are permitted, the following text must be inserted “This clause does not apply where your premises is located in Victoria”].

11. METERS

(a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the *meters* (where relevant).

(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.

12. UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

(a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

(i) we will not charge interest on the undercharged amount; and

(ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

(b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the four months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

(a) Where you have been overcharged by less than [required alteration: insert current overcharge threshold], and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by [required alteration: insert current overcharge threshold] or more, we must inform you within 10 *business day*s of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

(c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 *business day*s.

(d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

12.3 Reviewing your bill

(a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

(b) If you ask us to, we must arrange for a check of the meter reading or *metering data* or for a test of the *meter* in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.

(c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:

(i) the portion of the bill that you do not dispute; or

(ii) an amount equal to the average of your bills in the last 12 months.

13. SECURITY DEPOSITS

13.1 Security deposit

We may require that you provide a *security deposit*. The circumstances in which we can require a *security deposit* and the maximum amount of the *security deposit* are governed by the Rules.

13.2 Interest on security deposits

Where you have paid a *security deposit*, we must pay you interest on the *security deposit* at a rate and on terms required by the Rules.

13.3 Use of a security deposit

(a) We may use your *security deposit*, and any interest earned on the *security deposit*, to offset any amount you owe under this contract:

(i) if you fail to pay a bill and as a result we arrange for the *disconnection* of your premises; or

(ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).

(b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 *business day*s.

13.4 Return of security deposit

(a) We must return your *security deposit* and any accrued interest in the following circumstances:

(i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the *pay-by dates* on our initial bills; or

(ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.

(b) If you do not give us any reasonable instructions, we will credit the amount of the *security deposit*, together with any accrued interest, to your next bill.

14. DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the *disconnection* of your premises if:

(a) you do not pay your bill by the *pay-by-date* or, if you are a *residential customer* receiving assistance under Part 6 of the Energy Retail Code of Practice, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or

(b) you do not provide a *security deposit* we are entitled to require from you; or

(c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or

(d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or

(e) we are otherwise entitled or required to do so under the Rules or by law.

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we are not required to provide a warning notice prior to *disconnection* in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

14.3 When we must not arrange disconnection

(a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):

(i) on a *business day* before 8.00am or after 3.00pm; or

Note for Victorian customers:

The protected period for a residential customer in Victoria is before 8:00am or after 2:00pm. The protected period for a business customer in Victoria is before 8:00am or after 3:00pm

(ii) on a Friday or the day before a public holiday; or

(iii) on a weekend or a public holiday; or

(iv) on the days between 20 December and 31 December (both inclusive) in any year; or

(v) if you are being disconnected under clause 14.1, during an extreme weather event.

Note for Victorian customers:

Paragraph (v) does not apply in Victoria.

(b) Your premises may be disconnected within the protected period:

(i) for reasons of health and safety; or

(ii) in an emergency; or

(iii) as directed by a *relevant authority*; or

(iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

Note for Victorian customers:

Victorian customers may be disconnected if it is permitted under their connection contract or under the applicable *energy laws*.

(v) if you request us to arrange disconnection within the protected period; or

(vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or

(vii) where the premises are not occupied.

15. RE-CONNECTION AFTER DISCONNECTION

(a) We must request your distributor to re-connect your premises if, within 10 *business day*s of your premises being disconnected:

(i) you ask us to arrange for re-connection of your premises; and

(ii) you rectify the matter that led to the disconnection; and

(iii) you pay any re-connection charge (if requested).

(b) We may terminate this contract 10 *business day*s following disconnection if you do not meet the requirements in paragraph (a).

16. WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

You must not, and must take reasonable steps to ensure others do not:

(a) illegally use energy supplied to your premises; or

(b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or

(c) use the energy supplied to your premises or any energy equipment in a manner that:

(i) unreasonably interferes with the connection or supply of energy to another customer; or

(ii) causes damage or interference to any third party; or

(d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or

(e) tamper with, or permit tampering with, any *meters* or associated equipment.

17. NOTICES AND BILLS

(a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.

(b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

(i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or

(ii) on the date two *business day*s after it is posted; or

(iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

(c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18. PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

19. COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

(a) of the outcome of your complaint and the reasons for our decision; and

(b) that if you are not satisfied with our response, you have a right to refer the complaint to [required alteration: insert name of relevant energy ombudsman].

20. FORCE MAJEURE

20.1 Effect of force majeure event

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

(a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and

(b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

20.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

20.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

21. APPLICABLE LAW

The laws of [required alteration: insert the name of the relevant participating jurisdiction where the customer's premises are located] govern this contract.

22. RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and *metering* identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this contract will come to an end.

23. GENERAL

23.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

(a) we are taken to have complied with the obligation if another person does it on our behalf; and

(b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

(a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.

> **Note for Victorian customers:**
>
> For Victorian customers the procedures are set out in section 40A of the Electricity Industry Act and section 48 of the Gas Industry Act.

(b) We must publish any amendments to this contract on our website.

Simplified explanation of terms

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day other than a Saturday, a Sunday or a public holiday;

customer means a person who buys or wants to buy energy from a retailer;

customer connection contract means a contract between you and your distributor for the provision of customer connection services;

> **Note for Victorian customers:**
>
> There are no gas customer connection contracts in Victoria.

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an *interruption*;

distributor means the person who operates the system that connects your premises to the distribution network;

> **Note for Victorian customers:**
>
> In Victoria, **Electricity Industry Act** means the Electricity Industry Act 2000.

distributor planned interruption means an *interruption* of supply planned in advance by a *distributor*, including for planned maintenance, repair or augmentation of the distribution system; or for installation of a new supply to another customer;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity or gas;

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

> **Note for Victorian customers:**
>
> In Victoria **Energy Retail Code of Practice** means the code of practice of that name made under Part 6 of the Essential Services Commission Act 2001 (Vic).

force majeure event means an event outside the control of a party;

> **Note for Victorian customers:**
>
> In Victoria, **Gas Industry Act** means the Gas Industry Act 2001.

gas retailer means a person who holds a retail licence under the *Gas Industry Act;*

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

medical confirmation means certification in a *medical confirmation form* from a registered medical practitioner that a person residing or intending to reside at a customer's premises requires *life support equipment*;

medical confirmation form means a written form issued by a *retailer* to enable the customer to provide medical confirmation to the *retailer*;

National Energy Retail Law means the *Law* of that name that is applied by each participating State and Territory;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

retailer means a person that is authorised to sell energy to customers;

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

Rules means the National Energy Retail Rules made under the National Energy Retail Law:

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

small customer means:

(a) a residential customer; or

(b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

> **Note for Victorian customers:**
>
> In Victoria, a small customer is a "domestic or small business customer" as defined in the Electricity Industry Act or the Gas Industry Act.

standing offer prices means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

Schedule 3 Transitional Provisions

1. Victorian default offers and standing offers

(1) Each *retailer* that is required to publish a *Victorian default offer* or *standing offer* under section 35(1)(b) of the *Electricity Industry Act* or section 42(1)(b) of the *Gas Industry Act* must, if any amendment is required to its existing *Victorian default offers* or *standing offers* in order to comply with this code of practice, must on or before 30 days before the date on which this code of practice comes into operation (the commencement date):

(a) adopt the model terms set out in Schedule 2, varied to incorporate any permitted alterations or required alterations, and publish the model terms as so adopted in the Government Gazette as a variation to its existing *Victorian default offer* or *standing offer* in accordance with section 35(4) of the *Electricity Industry Act* and section 42(4) of the *Gas Industry Act*; or

(b) otherwise vary its existing *Victorian default offer* or *standing offer* so that it complies with the requirements of this code of practice and:

(i) submit the varied *Victorian default offer* or *standing offer* for approval by the *Commission*; and

(ii) after obtaining the *Commission's* approval, publish the varied *Victorian default offer* or *standing offer* in the Government Gazette,

in accordance with section 35(4) of the *Electricity Industry Act* and section 42(4) of the *Gas Industry Act*.

2. Market retail contracts

(a) A contract which is a *market retail contract* for the purpose of the Energy Retail Code as in effect immediately before the commencement date is taken to be a *market retail contract* for the purpose of this code of practice as in effect on and from the commencement date.

(b) The terms and conditions set out in a *market retail contract* entered into on or after the commencement date must be consistent with the requirements of this code of practice that apply to *market retail contracts*.

(c) If any amendment is required to a *retailer's* existing *market retail contracts* in order to comply with this code of practice, the terms and conditions set out in a *market retail contract* that is in existence on the commencement date must be varied, or must be replaced by a new *market retail contract*, so that they are consistent with the requirements of this code of practice on or before the commencement date.

Schedule 4 Bulk Hot Water Formulas

Bulk Hot Water Charging

***Gas bulk hot water* Pricing Formulae**

A. *Gas bulk hot water rate* (cents per litre) = CF (MJ per litre)

* *gas bulk hot water tariff* (cents per MJ)

Where *customers* are charged by their *retailer* for *energy* in delivering *gas bulk hot water*:

CF	=	the *gas bulk hot water conversion factor*
	=	0.49724 MJ per litre
gas bulk hot water tariff	=	the *standing offer* tariff applicable to the *gas bulk hot water* unit (gas tariff 10/11)

Where *customers* are charged for *energy* in delivering *gas bulk hot water* pursuant to a *market retail contract*:

CF	=	the *gas bulk hot water conversion factor*
		0.49724 MJ per litre
gas bulk hot water tariff	=	the market tariff applicable to the *bulk hot water* unit

B. *Retailer* provided *gas bulk hot water* per customer supply charge (cents) = the supply charge under the tariff applicable to the relevant *gas bulk hot water* unit divided by the number of *customers* supplied by the relevant *gas bulk hot water* unit.

Retailers may decide not to charge the supply charge or may decide to roll-in the supply charge into the commodity charge of the applicable tariff.

C. *Customer gas bulk hot water* charge (cents) = the *customer's* metered

consumption of hot water (litres)

* *gas bulk hot water* price (cents per litre) + *customer's* supply charge (cents)

Electric Bulk Hot Water Billing Formulae

A. Where *customers* are charged for *energy* in delivering *electric bulk hot water* either by their *retailer* under a *standard retail contract* or pursuant to a *market retail contract* the:

Customer electricity bulk hot water charge (cents) = the *customer's* metered

consumption of hot water (kilolitres)

* electricity tariff rate(s) applicable to the *customer* for the applicable *electric bulk hot water* unit (cents

per kWh)

* CF (kWh per kilolitre)

Where:

CF = *electric bulk hot water conversion factor* used by *retailers* to bill *electric bulk hot water* customers. The *electric bulk hot water conversion factor* will have a maximum value of 89 kWh per kilolitre. Where *customers* are currently billed using a lower *electric bulk hot water conversion factor*, or a lower *electric bulk hot water conversion factor* for the site is assessed, *retailers* must bill *customers* using the lower *electric bulk hot water conversion factor*.

The *customer's* electricity tariff must be an off-peak tariff if supplied from an off-peak *electric bulk hot water* unit.

Schedule 5 Tables of categories of activities for exempt persons under the General Exemption Order 2022

Note: The categories below are current as at the date of commencement of this Code of Practice but may be amended from time to time by a subsequent Order in Council.

Retail activity deemed exemptions

Category	Description
VD1	Persons selling metered electricity to fewer than 10 small commercial/retail customers within the limits of a site that they own, occupy, or operate.
VD2	Persons selling metered electricity to fewer than 10 residential customers within the limits of a site that they own, occupy, or operate (excluding retirement villages, caravan parks, holiday parks, residential land lease parks, and manufactured home estates)
VD3	Persons selling metered electricity to occupants of holiday accommodation on a short-term basis (excluding caravan parks, holiday parks, residential land lease parks, and manufactured home estates).
VD4	Persons temporarily selling electricity on construction sites, where the sale is an incidental supply to facilitate bona fide construction and commissioning of new facilities on the same or an adjoining site.
VD5	Persons selling electricity to a related company.
VD6	Persons selling electricity on or within the person's premises to customers in conjunction with, or ancillary to, the provision of telecommunications services. Includes internet, telephone, mobile phone, fibre optic, hybrid fibre cable, television, radio, Wi-Fi or other communications technology.
VD7	Government agencies selling metered electricity to non-residential customers for purposes that are ancillary to their primary functions or objectives under the laws under which they are established.
VD8	A person selling metered or unmetered electricity that is used by the customer to charge an electric vehicle.

Retail activity registration exemptions

Category	Description
VR1	Persons selling metered electricity to 10 or more small commercial/retail customers within the limits of a site that they own, occupy, or operate.
VR2	Persons selling metered electricity to 10 or more residential customers within the limits of a site that they own, occupy, or operate, excluding sales to residents of retirement villages, caravan parks, holiday parks, residential land lease parks and manufactured home estates.
VR3	Retirement villages selling metered electricity to residential customers within the limits of a site that they own, occupy, or operate.
VR4	Persons selling metered electricity in all caravan parks, holidays parks, residential land lease parks, and manufactured home estates.
VR5	Persons selling metered electricity to large customers.

Schedule 6 Definition of explicit informed consent and clause 9 of the General Exemption Order 2022

Clause 3 of the General Exemption Order sets out definitions. The definition of explicit informed consent in the Order is set out below and is current as at 30 September 2025. The definition may be amended from time to time by a subsequent Order in Council under section 17 of the Electricity Industry Act.

In the Order, **explicit informed consent** means consent is given by a customer to an exempt person where:

(a) the exempt person, or a person acting on behalf of the exempt person, has clearly, fully and adequately disclosed, in plain English, all matters relevant to the consent of the customer, including each specific purpose or use of the consent; and

(b) the customer gives the consent to the arrangement or transaction,

(i) in writing, signed by the customer; or

(ii) verbally, if the verbal consent is evidenced in a way that it can be verified and recorded; or

(iii) by electronic communication generated by the customer.

Clause 9 of the General Exemption Order is set out below and is current as at 30 September 2025. The wording may be amended from time to time by a subsequent Order in Council under section 17 of the Electricity Industry Act.

9. Informed consent and provision of information

(1) It is a condition of an exemption under Division 1 that the exempt person must obtain the explicit informed consent of the customer to an arrangement for the sale of electricity to that customer.

(2) It is a condition of an exemption under Division 1 that the exempt person must provide the following information, in plain English, to the customer before obtaining the consent referred to in subclause (1):

(a) that the customer has the right to elect to purchase electricity from a licensed retailer of their choice, and information on the options for metering that would allow this choice;

(b) that the exempt person is not subject to all the obligations of a licensed retailer and the customer will not receive the same protections as it would if it were purchasing from a licensed retailer;

(c) the customer's rights in relation to dispute resolution including:

(i) the contact details of the exempt person as the initial point of contact for disputes; and

(ii) the exempt person's procedures for handling disputes and complaints; and

(iii) from 1 July 2018, the right that the customer has to access an external dispute resolution service approved by the Essential Services Commission;

(d) the forms of assistance available if the customer is unable to pay electricity bills due to financial difficulty, as well as the process the customer should follow to seek these forms of assistance;

(e) the electricity tariffs and all associated fees and charges that will apply to the customer in relation to the sale of electricity;

(f) the flexible payment options that are available to the customer in relation to the sale of electricity, such as arrangements for payment by periodic instalments (bill smoothing);

(g) contact numbers in the event of an electricity fault or emergency.

(3) It is a condition of an exemption under this Part that an exempt person must also provide the information set out in subclause (2):

(a) at any time at the request of the customer or the Essential Services Commission; and

(b) annually to the customer.

Schedule 7 Life support equipment

Life *s*upport *e*quipment has the same meaning as in section 40SA of the *Electricity Industry Act*, namely:

(a) an oxygen concentrator

(b) an intermittent peritoneal dialysis machine

(c) a kidney dialysis machine

(d) a chronic positive airways pressure respirator

(e) Crigler-Najjar syndrome phototherapy equipment

(f) a ventilator for life support

(g) in relation to a particular *customer* – any other equipment (whether fuelled by electricity or gas) that a registered medical practitioner certifies is required for a person residing at the *customer's* premises for life support.

'Other equipment' for the purpose of subclause (g) of the above definition of life support equipment may include, but is not limited to, the following:

(i) external heart pumps
(ii) respirators (iron lung)
(iii) suction pumps (respiratory or gastric)
(iv) feeding pumps (kangaroo pump, or total parenteral nutrition)
(v) insulin pumps
(vi) airbed vibrator
(vii) hot water
(viii) nebulizer, humidifiers or vaporizers
(ix) apnoea monitors
(x) medically required heating and air conditioning
(xi) medically required refrigeration
(xii) powered wheelchair.