

# ENERGY RETAIL CODE OF PRACTICE (ENERGY CONSUMER REFORMS) AMENDMENT 2025

Amendments made by the Essential Services Commission on XX/XX/2025

## 1 Nature and commencement of this instrument

- (1) This instrument amends the Energy Retail Code of Practice.
- (2) Schedule 1 of this instrument comes into operation on 1 January 2026.
- (3) Schedule 2 of this instrument comes into operation on 1 July 2026.

## 2 Schedule 1 – Table of Amendments

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- (1) After Part 5, Division 7, insert:  
Division 8 Protections for customers on older contracts

### Clause 2 – Commencement

- (2) In clause 2, omit ‘This code of practice came into effect on 1 October 2022 and was last amended on 1 October 2024.’ and substitute:  
  
This code of practice came into effect on 1 March 2022 and was last amended on [Day]  
[Month] 2025.

### Clause 3 – Definitions

- (3) In clause 3, omit definition of ‘*conditional discount*’ and substitute:  
  
***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).
- (4) In clause 3, insert in alphabetical order:  
  
***conditional fee*** means a fee or charge payable by a *small customer* under a *customer retail contract* due to a failure to satisfy a *payment condition*.

**energy concession eligibility information** means information on whether a *residential customer*:

- (a) holds a 'concession card' as defined by section 6A of the *Social Security Act 1991 (Cth)* or a 'gold card' as defined by section 118P(3) of the *Veterans' Entitlements Act 1986 (Cth)*; and
- (b) is eligible for a concession or rebate provided by government in relation to the supply or use of *energy*.

**Note:** This definition includes information on whether a *residential customer* is eligible for an annual electricity concession, excess electricity concession, winter gas concession, excess gas concession, life support concession or a medical cooling concession.

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

#### **Clause 16A – Customer energy concession eligibility information**

(5) After clause 16, insert the following:

- (1) A *retailer* must request *energy concession eligibility information* from a *residential customer* at all times when a *retailer* considers it relevant to do so, 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) subject to clause 150(5), as soon as practicable if a *residential customer* is an *affected customer*.
- (2) 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*;
  - (b) If the *residential customer* does not respond to the initial contact, the *retailer* must attempt to contact the *residential customer* a second time.

#### **Clause 56 – Simplified outline**

(6) In clause 56, after the description of Division 7, insert the following:

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

## Clause 63 – Contents of bills (SRC, MRC and EPA)

(7) After subclause 63(1)(v), insert the following:

- (v1) a telephone number on the front page of the bill for the *customer* to contact the *energy ombudsman*;

## Clause 77A – Conditional fees and discounts (SRC, MRC and EPA)

(8) After clause 77, insert:

### 77A Conditional fees and discounts (SRC, MRC and EPA)

(1) A *retailer* must not include a *conditional fee* or a *conditional discount* in a *customer retail contract* unless:

- (a) the amount of the *conditional fee* or *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 the relevant *payment condition*; and
- (b) where the *small customer's* failure to satisfy a *payment 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 *conditional fee*; or
  - (iii) that *customer* no longer being entitled to one or more *conditional discounts* and being liable to pay one or more *conditional fees*,

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

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

- (a) provides for the payment of a *conditional fee*; and
- (b) such term or condition is inconsistent with subclause (1).

(3) Where a term or condition of a *customer retail contract*:

- (a) provides for the payment of a *conditional discount*; and
- (b) such term or condition is inconsistent with subclause (1),

the *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.

#### **Clause 96 – Fixed benefit period to apply for duration of market retail contract (MRC)**

- (9) After subclause 96(1), insert the following:

- (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 *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.

#### **Division 8 – Protections for customers on older contracts**

- (10) After the now deleted clause 120, insert the following:

### **Division 8 Protections for customers on older contracts**

#### **121A 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*.

#### **121B Small customers on contracts older than four years must pay a reasonable price**

- (1) A *retailer* 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 annually.
- (3) If a *retailer* identifies that a *small customer* on an *older customer retail contract* is not paying a *reasonable price* for their *energy* (whether through a review undertaken in accordance with subclause (1) or otherwise), the *retailer* must, within 30 days of identification:
  - (a) reduce the tariffs paid by the *small customer*; or
  - (b) subject to clauses 121C to 121F, switch the *small customer* to a cheaper plan

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 commencement of the contract.

***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 *price* of the *Victorian default offer* or the *retailer's standing offers*;
  - (d) the value of benefits available to the *customer* under their *customer retail contract*, including a discount, rebate or credit (including a *conditional discount*);
  - (e) 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*.

**121C A retailer may switch small customers on older contracts to cheaper energy plans**

- (1) Subject to clauses 121D to 121F, a *retailer* may switch a *small customer* on an *older customer retail contract* that is not paying a *reasonable price* to a plan that is at a *reasonable price*, based on the *retailer's* knowledge of the *small customer's* pattern of *energy* use and payment history.

**121D Notice of intention to switch and opt-out protections**

- (1) Prior to switching, if a *retailer* opts to switch a *small customer* under clause 121C, 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:
- (a) the *small customer's* current plan name and associated tariffs;
  - (b) the details of the new *customer retail contract* the *retailer* intends to switch the *small customer* to, including all applicable tariffs, charges,

*conditional discounts, conditional fees, 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) the commencement date and duration of the new contract, the availability of extensions, and the termination of the contract if the *small customer* moves out during the term of the contract;
- (d) an explanation of how the *retailer* determined the new contract will provide a *reasonable price* and why the *retailer* intends to switch the *small customer* to the new contract;
- (e) 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); and
  - (iv) information about the *small customer's* right to be switched back to their previous plan as outlined in clause 121F, if the *small customer* does not opt out by the date indicated under subclause (3)(d)(iii).
- (4) 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 new *customer retail contract*.
- (5) The *retailer* must provide the *small customer* a period of at least 10 *business days* to opt out of the switch commencing from the date the *small customer* receives the notice under subclause (1).

#### **121E Completing the switch to a cheaper plan**

- (1) The *retailer* may only switch the *small customer* to a new *customer retail contract* if the *small customer* has not exercised their right to opt out and the *retailer* has complied with the requirements under clause 121D.
- (2) For the purposes of this Division, a *retailer*
  - (a) must not charge the *small customer* for the switch to a new *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 a new *customer retail contract*, the *small customer* continues to receive the concession or rebate.

## **121F Post-switch reversal period**

### **(1) Right of reversal**

A *small customer* who is switched to a new plan under this Division has the right to reverse the switch and return to their previous plan in accordance with this clause.

### **(2) When the right of reversal may be exercised**

The *small customer's* right of reversal may be exercised from the date the new *customer retail contract* takes effect up to at least five *business days* from the date the *small customer* receives their first bill after a switch under clause 121E.

### **(3) How the right of reversal may be exercised**

A *small customer* exercises their right of reversal by informing the *retailer* either orally or in writing of the *small customer's* intention to reverse the switch to the new plan and return to their original *customer retail contract*.

### **(4) No charges for a reversal**

For the purposes of this Division, the *retailer* must not charge the *small customer* any charge or other penalty for a reversal to the *small customer's* previous *customer retail contract*.

### **(5) Record of reversal**

A *retailer* must create a record of each reversal, and the provisions of clause 8 of this code of practice apply in relation to a record of reversal as if it were a record of *explicit informed consent*.

### **(6) Effect of reversal**

If the *small customer* exercises their right of reversal under subclause (3), the *retailer* must rescind the new *customer retail contract* effective from the date the *small customer* informed the *retailer* under subclause (3) and revert the *small customer* to the plan they were previously on.

### **(7) Notification requirements**

The *retailer* must notify the *small customer* within five *business days* of a reversal under subclause (6) taking effect.

### **(8) Notice requirements**

A notice under subclause (7) must be given to the *small customer*:

- (a) in writing;
- (b) written in plain English;
- (c) using the *small customer's* preferred method of communication (if nominated, for example by post or by email to a specified address); and
- (d) must include an explanation that the reversal was successful, and the details of the *customer retail contract* the *small customer* was switched



back to, including all applicable tariffs, charges, *conditional discounts*, *conditional fees*, billing and payment arrangements, and how any of these matters may be changed.

#### **121G 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, opt-out protections or the *small customer's* right of reversal, including in relation to the notices that must be provided — for the period the complaint or dispute remains unresolved.

#### **Clause 187 – Residential customer only to be disconnected as a last resort for non-payment**

- (11) After subclause 187(1), insert the following:
  - (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 \$500 (inclusive of GST).

#### **Schedule 1 – Civil Penalty Requirements**

- (12) In Schedule 1, Part 2: Retailer's general obligations, insert the following in numerical order:

16A(1); 16A(2).
- (13) In Schedule 1, Part 5: Rights and obligations once a contract is entered into, insert the following in numerical order:

77A(1); 77A(3); 96(1A); 121B(1); 121B(2); 121B(3); 121D(1); 121D(2); 121D(3); 121D(5); 121E(1); 121E(2); 121F(4); 121F(5); 121F(6); 121F(7); 121F(8); 121G(1); 121G(2).
- (14) In Schedule 1, Part 9: Termination, insert the following in numerical order:

187(2).

### **3 Schedule 2 – Table of Amendments**

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- (15) After Part 4, Division 5, insert:

Division 6 Communication methods for energy plans
- (16) After Part 6, Division 2, insert:



### Clause 23 – Simplified outline

- (17) In clause 23, after the description of Division 5, insert the following:

Division 6 sets out a *retailer's* obligations to offer *electronic communication* and communication by post as a means by which a *retailer* will issue bills and communications to the *small customer*.

### Clause 26 – Pre-contractual duty of retailers

- (18) In subclause 26(4), omit 'A *retailer* must obtain the *explicit informed consent* of a *small customer* for the entry by the *small customer* into a *market retail contract* with the *retailer*.' And substitute:

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* with the *retailer*.

- (19) After subclause 2(4), insert the following:

- (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.

### Division 6 – Communication methods for energy plans

- (20) After clause 54, insert the following:

#### Division 6 Communication methods for energy plans

##### 54A Methods of communication offered in energy plans

Any *energy plan* offered to a *small customer* by a *retailer* must offer *electronic communication* and communication by post as a means by which a *retailer* will issue bills and communications to the *small customer*.

**Note:** A *retailer* cannot offer a plan that requires electronic bills or communications. However, a *retailer* is not prohibited from providing a *conditional discount* or charging an *additional retail charge* if the *small customer* opts into receiving electronic bills or communications.

### Clause 72 – Payment methods for retailers (SRC and MRC)

- (21) After subclause 72(2), insert the following:

- (2A) A *retailer* must provide a *small customer* at least one method of payment, which is commonly used and accessible, for which no charges are imposed (whether by the *retailer* or payment service provider).

- (22) In subclause 71(7), omit '(other than subclause (1))'.

### Clause 73 – Payment methods for exempt persons (EPA)

- (23) After subclause 73(2), insert the following:

- (2A) A *retailer* must provide a *small customer* at least one method of payment, which is commonly used and accessible, for which no charges are imposed (whether by the *retailer* or payment service provider).

## Clause 109 – Deemed best offer check (SRC and MRC)

(24) In subclause 109(2), omit '\$22' and substitute '\$50'.

(25) In subclause 109(3), omit '\$22' and substitute '\$50'.

## Clause 111A – Processes for switching to deemed best offer

(26) After clause 111, insert the following:

### 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*.
- (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*.

**Note:** This requirement is that a *retailer's* processes be *simple* and *accessible*. However, a process that is *simple* and *accessible* may still not be an effective process (i.e. a process is not an effective process just because 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 switch to the *deemed best offer*;
  - (c) provide a *simple* and *accessible* process for a *small customer* to compare their current plan to other plans available to them, including the *deemed best offer*.

## Clause 120 – Tailored assistance to customers on an exempt market retail contract

(27) Delete clause 120 in its entirety. Insert '[Deleted]'

## Clause 123 – Simplified outline

(28) In clause 123, after the description of Division 2, insert the following:

Division 2A sets out a *retailer's* obligation to switch *residential customers* who meet certain eligibility criteria to the *retailer's deemed best offer*.

## Clause 128 – Minimum assistance (SRC, MRC and EPA)

- (29) After subclause 128(1)(a), insert the following:
- (a1) being automatically switched to the *deemed best offer* in accordance with Division 2A of this Part;
- (30) Delete subclause 128(1)(f)(i) in its entirety. Substitute '[Deleted]'.
- (31) Delete subclause 128(2) in its entirety. Substitute the following:
- (2) A *residential customer* is entitled, at the very least, to the assistance mentioned in subclauses (1)(a) to (d), including subclause (a1), while continuing to pay the full cost of their on-going *energy* use.

## Division 2A – Automatic best offer

- (32) After clause 132, insert the following:

### 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) has contacted the *retailer* and is receiving *tailored assistance*; or
- (b) has not contacted the *retailer* to request assistance and:
  - (i) has been in arrears for three months or more; and
  - (ii) 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)(ii), the accumulated arrears amounts for the purposes of that subclause is \$1,000 for electricity and \$1,000 for gas.

#### 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 a *residential customer* becomes an *eligible customer*; and

- (b) at least once every six months for electricity and once every eight months for gas following the date the *residential customer* becomes an *eligible customer*,

for as long as a *residential customer* remains an *eligible customer*.

- (2) If the *deemed best offer check result* is positive, as defined in clause 109(2), no further action is required from the *retailer*.
- (3) 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.

#### **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:
  - (a) a *negative deemed best offer message*;
  - (b) the details of the *residential customer's deemed best offer plan*, including all applicable tariffs, charges, *conditional discounts*, *conditional fees*, billing and payment arrangements, a description of any benefits provided under the *residential customer's* current plan that would be lost with the switch (if applicable) and how any of these matters may be changed;
  - (c) the commencement date and duration of the new contract, the availability of extensions, and the termination of the contract if the *residential customer* moves out during the term of the contract;
  - (d) an explanation of why the *retailer* intends to switch the *residential customer* to the new contract;
  - (e) a prominent opt-out message which includes:
    - (i) a clear statement that the *residential customer* must 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;
    - (iii) the date by which the *residential customer* needs to opt out of the switch in accordance with subclause (5); and

- (iv) information about the *residential customer's* right to be switched back to their previous plan as outlined in clause 132F, if the *residential customer* does not opt out by the date indicated under subclause (3)(d)(iii).
- (4) 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 new *customer retail contract*.
- (5) The *retailer* must provide the *residential customer* a period of at least 10 *business days* to opt out of the switch commencing from the date the *residential customer* receives the notice under subclause (1).

#### **132E Completing the switch to the deemed best offer**

- (1) The *retailer* must switch the *residential customer* to the *deemed best offer* if the *residential customer* has not exercised their right to opt out under clause 132D.
- (2) For the purposes of this Division:
  - (a) must not charge the *residential customer* for the switch to a new *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 a new *customer retail contract*, the *residential customer* continues to receive the concession or rebate.

#### **132F Post-switch reversal period**

- (1) Right of reversal
 

A *residential customer* who is switched to the *deemed best offer* under this Division has the right to reverse the switch and return to their previous plan in accordance with this clause.
- (2) When the right of reversal may be exercised
 

The *residential customer's* right of reversal may be exercised from the date the new *customer retail contract* takes effect up to at least five *business days* from the date the *residential customer* receives their first bill after an automatic switch to the *deemed best offer* under clause 132E.
- (3) How the right of reversal may be exercised
 

The *residential customer* exercises their right of reversal by informing the *retailer* orally or in writing of the *residential customer's* intention to reverse the switch to their *deemed best offer* and return to their original *customer retail contract*.
- (4) No charges for a reversal
 

For the purposes of this Division, the *retailer* must not charge the *residential customer* any charge or other penalty for a reversal to the *residential customer's* previous *customer retail contract*.

(5) Record of reversal

A *retailer* must create a record of each reversal, and the provisions of clause 8 of this code of practice apply in relation to a record of reversal as if it were a record of *explicit informed consent*.

(6) Effect of reversal

If the *residential customer* exercises their right of reversal under subclause (3), the *retailer* must rescind the new *customer retail contract* effective from the date the *residential customer* informed the *retailer* under subclause (3) and revert the *residential customer* to the plan they were previously on.

(7) Notification requirements

The *retailer* must notify the *residential customer* within five *business days* of a reversal under subclause (6) taking effect.

(8) Notice requirements

A notice under subclause (7) must be given to the *residential customer*:

- (a) in writing;
- (b) written in plain English;
- (c) using the *residential customer's* preferred method of communication (if nominated, for example by post or by email to a specified address); and
- (d) must include an explanation that the reversal was successful, and the details of the *customer retail contract* the *residential customer* was switched back to, including all applicable tariffs, charges, *conditional discounts*, *conditional fees*, billing and payment arrangements, and how any of these matters may be changed.

**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*, opt-out protections or the *residential customer's* right of reversal, including in relation to the notices that must be provided — for the period the complaint or dispute remains unresolved.

**Schedule 1 – Civil Penalty Requirements**

(33) In Schedule 1, Part 4: Retailer's pre-contract and marketing obligations, insert the following in numerical order:

54A.

- (34)** In Part 5: Rights and obligations once a contract is entered into, omit the following:  
120(1).
- (35)** In Schedule 1, Part 5: Rights and obligations once a contract is entered into, insert the following in numerical order:  
72(2A); 111A(1); 111A(4).
- (36)** In Schedule 1, Part 6: Assistance for residential customers anticipating or facing payment difficulties, insert the following in numerical order:  
132B(1); 132C(1); 132C(3); 132D(1); 132D(2); 132D(3); 132D(5); 132E(1); 132E(2);  
132F(4); 132F(5); 132F(6); 132F(7); 132F(8); 132G(1); 132G(2).