

# Electricity Industry Code

made under the *Electricity Act 1994*

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# Electricity Industry Code

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### 1.1 Introduction

#### 1.1.1 Code objective

The objective of this *Code* is to promote efficient investment in, and efficient use of, electricity services for the long-term interests of Queensland *customers* about:

- (a) price, quality, reliability and security of supply of electricity; and
- (b) the reliability, safety and security of the Queensland electricity system.

#### 1.1.2 Scope of the Code

The scope of this *Code* is to:

- (a) require the preparation of annual management plans relating to a *distribution entity's supply network*;
- (b) set *minimum service standards* for a *distribution entity*;
- (c) set *guaranteed service levels* which require a *distribution entity* to provide a payment to a *small customer* where those service levels are not met;
- (d) require a *distribution entity* to report to the *QCA* on its performance against the *minimum service standards* and *guaranteed service levels*;
- (e) require *retail entities* to comply with specified *customer* protection provisions;
- (f) set out a framework for co-ordination of services between *distribution entities* and *retail entities*;
- (g) impose obligations on *retail entities* and *distribution entities* with respect to:
  - (i) obtaining explicit informed consent of customers prior to customer transfers;
  - (ii) providing information regarding certain *NMI premises*, including, where relevant, the *NMI* and *NMI checksum*; and
  - (iii) notifying and advising *customers* regarding the transfer process;
- (h) require *retail entities* to comply with retail *marketing* and price disclosure rules;
- (i) set out the principles for the metering of electricity at certain *connection points* and *points of supply* to which the *National Electricity Rules* do not apply and in other specified circumstances; and
- (j) state the terms for a *distribution entity's standard connection contract*, a *retail entity's standard retail contract* and the *standard co-ordination agreement*.

### 1.1.3 Authority

This *Code* is made by the *Minister* under section 120B of the *Electricity Act*.

### 1.1.4 Date of effect

Subject to section 120J(3) of the *Electricity Act*, this twelfth edition of the *Code* takes effect on and from 1 July 2012.

### 1.1.5 Application

- (a) Each *distribution entity* must comply with this *Code* as a condition of its *distribution authority*.
- (b) Each *retail entity* must comply with this *Code* as a condition of its *retail authority*.
- (c) To avoid doubt, this *Code* does not apply to:
  - (i) *Essential Energy* in respect of *non-market customers* supplied under its special approval number SA01/11 ; and
  - (ii) *Origin Energy Electricity Limited* (ACN 071 052 287) in respect of *non-market customers* supplied under its special approval number SA02/11

### 1.1.6 Obligation to remedy

If a *distribution entity* or *retail entity* breaches this *Code*, it must remedy that breach as soon as practicable.

### 1.1.7 Amendment of *Code*

This *Code* may only be amended in accordance with the procedure and consultation processes set out in the *electricity legislation*.

### 1.1.8 Interpretation

Words appearing like *this* are defined in clause 10.1.1.

### 1.1.9 Other relevant instruments

Not all aspects of a *distribution entity's* or *retail entity's* obligations are regulated by this *Code*. Their obligations and some aspects of their relationships with a *customer* are also affected by a number of instruments, including:

- (a) the *Electricity Act*;
- (b) the *Electricity Regulation*;
- (c) the *Electrical Safety Act*;
- (d) the *Electrical Safety Regulation*;

- (e) the *National Electricity Law*;
- (f) the *National Electricity Rules*;
- (g) a *distribution entity's distribution authority* and a *retail entity's retail authority*;
- (h) a *distribution entity's connection contract* and a *retail entity's retail contract*;
- (i) the *co-ordination agreement* between a *distribution entity* and a *retail entity*;
- (j) the *Electricity Connection and Metering Manuals*;
- (k) the *Metrology Procedure*;
- (l) the *MSATS* procedures; and
- (m) consumer protection laws, including the *Competition and Consumer Act 2010 (Cth)* and the *Fair Trading Act*.

### 2.1 Application of this Chapter

- (a) This Chapter applies to:
  - (i) all *distribution entities*; and
  - (ii) in respect of clauses 2.5.5(b) and 2.5.5(c), all *retail entities*; and
  - (iii) unless otherwise specified, in relation to *small* and *large customers*.
- (b) Where, in this Chapter 2, a clause refers to a *small customer* making a request of, agreeing with or otherwise providing information to its *distribution entity*, that includes the *retail entity* doing any of those things on the *small customer's* behalf.

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### 2.2 Summer preparedness plans

#### 2.2.1 Summer preparedness plan

If requested by the *QCA* before 31 May in any year, a *distribution entity* must prepare and submit a *summer preparedness plan* in accordance with this clause detailing how it plans to:

- (a) prepare its *supply network* for the upcoming summer to minimise outages of *customers' electricity supply*;
- (b) manage and minimise the impact of extreme weather events on *customers' electricity supply*;
- (c) identify and respond to *emergencies* that have the potential to impact on *customers' electricity supply*; and
- (d) keep *customers* informed of electricity supply issues over summer.

To avoid doubt, a request by the *regulator* before 31 May 2007 is deemed to be a request by the *QCA* for the next summer.

#### 2.2.2 Content of *summer preparedness plan*

A *distribution entity* must include the following information in the *summer preparedness plan* (unless specified otherwise by the *QCA*):

- (a) specific activities to be undertaken before the start of summer and a timetable for implementing those activities, including:
  - (i) capital expenditure programs and initiatives; and
  - (ii) operational or maintenance expenditure programs and initiatives;
- (b) the capacity of the *distribution entity* to manage and respond to extreme weather events and *emergencies*, including:

- (i) *emergency* response programs;
  - (ii) the capacity of existing telephone and other *customer* information systems over summer;
  - (iii) its public communications strategy; and
  - (iv) staffing levels over summer and the ability to call on extra resources; and
- (c) such other matters reasonably notified by the *QCA*.

### **2.2.3 Submission of *summer preparedness plans* to *QCA***

If the *QCA* has requested a *summer preparedness plan* under clause 2.2.1, then a *distribution entity* must:

- (a) submit a draft *summer preparedness plan* for the upcoming summer to the *QCA* by 31 July of that year;
- (b) consider in good faith any reasonable changes to the draft *summer preparedness plan* recommended by the *QCA* and if the *distribution entity* does not propose to include the recommended changes in its final plan, it must give the *QCA* written reasons why it rejected the recommended changes;
- (c) submit a final *summer preparedness plan* to the *QCA* by 31 August of that year;
- (d) publish the final *summer preparedness plan* on its website and, on request by a *customer*, must provide the *customer* with a copy of the final *summer preparedness plan*. The *distribution entity* may impose a reasonable charge for providing a *customer* with a copy of the *summer preparedness plan*; and
- (e) if the *distribution entity* does not accept a change to the draft *summer preparedness plan* recommended by the *QCA*, the *distribution entity* must publish in its final *summer preparedness plan* its reasons for not accepting such change. A *distribution entity* is not required to disclose any confidential information under this paragraph (e).

### **2.2.4 Compliance and reporting**

- (a) A *distribution entity* must use its best endeavours to implement a final *summer preparedness plan*.
- (b) By 1 April of each year, a *distribution entity* must give a report to the *QCA* on the effectiveness, and its compliance with the implementation, of a *summer preparedness plan* (if any) for the previous summer.

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## **2.3 Network management plans**

### **2.3.1 Network management plans**

- (a) The *distribution entity* must prepare and submit a *network management plan* in accordance with this clause 2.3.



- (b) Each *network management plan* must detail how the *distribution entity* will manage and develop its *supply network* with the objective of delivering an adequate, economic, reliable and safe connection and supply of electricity to its *customers* over the following five *financial years*.

### 2.3.2 Content of a *network management plan*

The *distribution entity* must include the following information in each *network management plan* (unless otherwise specified by the *QCA*):

- (a) an explanation of the background to the *network management plan* and its purpose;
- (b) general information about the *distribution entity's supply network*;
- (c) the operating environment including growth forecasts;
- (d) a statement of the *distribution entity's* planning policy and a qualitative assessment of its compliance with that policy;
- (e) a statement of the *distribution entity's* asset management policy (including its current key programs) and a qualitative assessment of its compliance with that policy;
- (f) the *distribution entity's* demand management strategy, including a description of the existing and planned programs and opportunities for demand side participation;
- (g) an analysis of the historical reliability performance for the previous five year period;
- (h) a statement of the reliability targets for the next five years and a description of major existing and planned reliability improvement programs, including details of major capital and operating and maintenance expenditure initiatives;
- (i) an evaluation of the *distribution entity's* performance in the preceding *financial year* against the *network management plan* for that year, including its implementation of major capital and operating and maintenance expenditure initiatives;
- (j) a risk assessment of the major constraints in the *distribution entity's* network and how they may be alleviated;
- (k) how worst performing feeders are defined and an analysis of the performance of worst performing feeders in the past *financial year* and of worst performing feeders identified in the preceding *network management plan*;
- (l) certification by the chief executive officer of the *distribution entity* that:
  - (i) the *network management plan* meets the *distribution entity's* obligations under its *distribution authority*;
  - (ii) the *network management plan* accurately represents the relevant policies of the *distribution entity*;

- (iii) the *distribution entity* has complied with those policies or details of where it has not complied; and
- (iv) the *distribution entity* is committed to implementing the *network management plan*; and
- (m) such other matters reasonably notified by the *QCA*.

### 2.3.3 Submission of *network management plans* to *QCA*

- (a) The *distribution entity* must submit a draft *network management plan* for each five year period to the *QCA* by 30 June each year.
- (b) The *distribution entity* must consider in good faith any changes to the draft *network management plan* recommended by the *QCA*. If the *distribution entity* does not propose to include the recommended changes in its final *network management plan*, it must give the *QCA* written reasons why it rejected the recommended changes.
- (c) The *distribution entity* must submit a final *network management plan* for the five year period to the *QCA* by 31 August each year to take effect by 1 September of that year. A final *network management plan* shall remain in effect until 31 August of the following year.
- (d) The *distribution entity* must publish the final *network management plan* on its website and, on request by a *customer*, provide the *customer* with a copy. The *distribution entity* may impose a reasonable charge for providing a *customer* with a copy of the *network management plan*.
- (e) If the *distribution entity* does not accept a change to the draft *network management plan* recommended by the *QCA*, the *distribution entity* must publish in its final *network management plan* its reasons for not accepting such change. A *distribution entity* is not required to disclose any confidential information under this paragraph (e).

### 2.3.4 Compliance

The *distribution entity* must use its best endeavours to comply with its most recent final *network management plan*.

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## 2.4 *Minimum service standards*

### 2.4.1 Purpose

- (a) The purpose of the *minimum service standards* is to:
  - (i) provide a standard against which a *distribution entity's* performance, by *feeder type*, will be assessed across the *supply network*; and
  - (ii) enable annual comparisons of a *distribution entity's* performance.
- (b) The *minimum service standards* do not constitute standards which are enforceable against a *distribution entity* by individual *customers*.

## 2.4.2 *Minimum service standards*

Subject to clause 2.4.3, a *distribution entity* must use its best endeavours to ensure that it does not exceed in a *financial year* the:

- (a) *SAIDI Limits*; and
- (b) *SAIFI Limits*,

applicable to its *feeder types* set out in the relevant table in Schedule 1.

## 2.4.3 *Exclusions from minimum service standards*

In determining whether a *distribution entity* has exceeded its *SAIDI Limits* or *SAIFI Limits*, the following *interruptions* will not be taken into account:

- (a) an *interruption* of a duration of one minute or less;
- (b) an *interruption* resulting from:
  - (i) load shedding due to a shortfall in generation;
  - (ii) a direction by *AEMO*, a *system operator* or any other body exercising a similar function under the *Electricity Act*, *National Electricity Rules* or *National Electricity Law*;
  - (iii) automatic shedding of load under the control of under-frequency relays following the occurrence of a power system under-frequency condition described in the *power system security and reliability standards*;
  - (iv) a failure of the shared *transmission grid*; or
  - (v) a direction by a police officer or another authorised person exercising powers in relation to public safety;
- (c) any *interruption* to the supply of electricity on a *distribution entity's supply network* which commences on a *major event day*; and
- (d) an *interruption* caused by a *customer's electrical installation* or failure of that *electrical installation*.

## 2.4.4 *Review of minimum service standards*

The *QCA* must review the *minimum service standards* to apply at the beginning of each *regulatory control period*. The *QCA* must consult with the *distribution entities* in conducting the review.

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## 2.5 *Guaranteed service levels*

### 2.5.1 *Distribution authorities*

This clause 2.5 constitutes a *guaranteed service levels* regime notified by the *QCA* for the purposes of a *distribution authority*.

## 2.5.2 Application

- (a) Subject to paragraph (c), this clause 2.5 applies to a *small customer*:
  - (i) who is the named electricity account holder for a *premises*; or
  - (ii) if there is a *card operated meter* at a *premises*, who is the occupier of that *premises*.
- (b) A *distribution entity* is required to give only one *GSL payment* per electricity account for each event giving rise to a *GSL payment* regardless of the number of account holders or *premises* listed on the account affected by the event.
- (c) A *small customer* is not eligible for a *GSL payment* for a *premises* which does not have a *meter*.
- (d) A *distribution entity's* obligation to give a *GSL payment* under clauses 2.5.3 to 2.5.7 applies notwithstanding that a *retail entity* may have caused the event giving rise to the *GSL payment*.<sup>1</sup>

## 2.5.3 Wrongful disconnection

- (a) If a *distribution entity* wrongfully disconnects a *small customer*, then that *customer* is eligible for a *GSL payment* (applying on the date of the wrongful disconnection) from the *distribution entity*.
- (b) A *distribution entity* wrongfully disconnects a *small customer* when:
  - (i) it was not entitled to do so under *electricity legislation* or the *connection contract* with that *customer*;
  - (ii) it fails to comply with the procedures for disconnection required of the *distribution entity* under the *connection contract* with that *customer*; or
  - (iii) it disconnects the *customer* at the request of a *retail entity* and:
    - (A) the wrong *premises* is *disconnected* due to an error in the *retail entity's* request; or
    - (B) the *retail entity* does not give the *customer* a *disconnection warning* (where required under clause 4.18) at least five *business days* before the disconnection occurs. To avoid doubt, a *GSL payment* is not payable where a *retail entity* does not comply with any other disconnection procedures under clause 4.18.

## 2.5.4 Connections

If:

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<sup>1</sup> A *distribution entity's* right to recover a *GSL payment* from a *retail entity* is provided for in the *co-ordination agreement*.

- (a) a *small customer* is entitled, and has taken all necessary steps, to have its *premises* connected; and
- (b) that *customer's premises* do not require any extension of, or augmentation to, the *supply network* to enable the *customer's premises* to be connected; and
- (c) a *distribution entity* does not connect that *customer's premises* on the day agreed (or subsequently agreed) with that *customer*,

then that *small customer* is eligible for a *GSL payment* (applying on the relevant day) from the *distribution entity* for each day it is late.

### 2.5.5 Customer reconnection

- (a) If:
  - (i) a *small customer's premises* has been disconnected and the *customer* is entitled, and has taken all necessary steps, to have the *premises* reconnected; and
  - (ii) a *distribution entity* does not reconnect the *premises* within the time required in the table below,

then that *small customer* is eligible for a *GSL payment* (applying on the relevant day) from the *distribution entity* for each day it is late.

#### **Premises in Ergon Energy's distribution area**

<b>Premises description</b>	<b>Time required for reconnection</b>
<i>Premises</i> supplied through <i>CBD feeder / urban feeder</i>	<p>If the request is made by the <i>small customer</i> to its <i>retail entity</i> by 12.00pm on a <i>business day</i>, then on the same day or as otherwise agreed with the <i>small customer</i>.</p> <p>If the request is made by the <i>small customer</i> to its <i>retail entity</i> after 12.00pm on a <i>business day</i>, then by the next <i>business day</i> or as otherwise agreed with the <i>small customer</i>.</p> <p>If the request is made by the <i>small customer</i> to its <i>retail entity</i> on a non-<i>business day</i>, then on the next <i>business day</i> or as otherwise agreed with the <i>small customer</i>.</p>
<i>Premises</i> supplied through <i>short rural feeder</i>	By the next <i>business day</i> after the <i>small customer's</i> request to its <i>retail entity</i> or as otherwise agreed with the <i>small customer</i> .
<i>Premises</i> supplied through <i>long rural feeder / isolated feeder</i>	Within 10 <i>business days</i> of the <i>small customer's</i> request to its <i>retail entity</i> or as otherwise agreed with the <i>small customer</i> .

**Premises in ENERGEN's distribution area**

<b>Premises description</b>	<b>Time required for reconnection</b>
All <i>premises</i> other than those in <i>excluded locations</i>	<p>If the request is made by the <i>small customer</i> to its <i>retail entity</i> by 12.00pm on a <i>business day</i>, then on the same day or as otherwise agreed with the <i>small customer</i>.</p> <p>If the request is made by the <i>small customer</i> to its <i>retail entity</i> after 12.00pm on a <i>business day</i>, then by the next <i>business day</i> or as otherwise agreed with the <i>small customer</i>.</p> <p>If the request is made by the <i>small customer</i> to its <i>retail entity</i> on a non-<i>business day</i>, then on the next <i>business day</i> or as otherwise agreed with the <i>small customer</i>.</p>
<i>Premises</i> in <i>excluded locations</i>	Within 10 <i>business days</i> of the <i>small customer's</i> request to its <i>retail entity</i> or as otherwise agreed with the <i>small customer</i> .

- (b) When a *retail entity* receives a request for reconnection from a *small customer* who is entitled to reconnection before 12.00 pm on a *business day*, the *retail entity* must, by 1.00 pm that *business day*, initiate a request for reconnection of the *small customer's premises* in accordance with Chapter 5 of this *Code*.
- (c) The *retail entity* on behalf of the *small customer* may request that the *distribution entity* reconnect the *small customer* sooner than is required under clause 2.5.5(a). If the *small customer* or its *retail entity* does so, the *distribution entity*:
  - (i) must use its best endeavours to reconnect the *small customer* in the requested timeframe; and
  - (ii) if the reconnection is made in the requested timeframe, may charge the relevant fee published in the *distribution entity's* price list.
- (d) In this clause 2.5.5, a "*business day*" does not include a *local holiday* in the district where the *premises* is located.

**2.5.6 Hot water supply**

- (a) Subject to paragraph (b), if:
  - (i) a *small customer* (or its *retail entity*) makes an inquiry to a *distribution entity* about a loss of *hot water supply*; and
  - (ii) the *distribution entity* fails to attend the *premises* within the time required in the following table,

then that *small customer* is eligible for a *GSL payment* (applying on the relevant day) from the *distribution entity* for each day it is late.

<b>Feeder type through which the small customer's premises is supplied</b>	<b>Time required to attend</b>
<i>long rural feeder / isolated feeder</i>	By the <i>business day</i> agreed with the <i>small customer</i> (or its <i>retail entity</i> ).
All other <i>feeder types</i>	Within one <i>business day</i> of the inquiry or as otherwise agreed with the <i>small customer</i> (or its <i>retail entity</i> ).

- (b) A *distribution entity* is not required to attend the *premises* in response to a *hot water supply* inquiry under paragraph (a) if the *distribution entity* reasonably believes the loss of *hot water supply* is not caused by its *supply network* or associated *control equipment*, or if the loss of *hot water supply* is the result of an outage on its *supply network* or associated *control equipment*.
- (c) In this clause 2.5.6, a “*business day*” does not include a *local holiday* in the district where the *premises* is located.

### 2.5.7 Appointments

- (a) This clause 2.5.7 applies to an appointment which:
- (i) is made between a *distribution entity* and a *small customer* (or its *retail entity*) who has an existing account for the *premises*; and
  - (ii) relates to the *distribution entity* attending the *premises* for the purpose of:
    - (A) reading, testing, maintaining or inspecting the *meter*; or
    - (B) inspecting, altering or adding to the *customer's electrical installation*.
- (b) This clause 2.5.7 does not apply if a *small customer* is eligible for a *GSL payment* under clauses 2.5.4 to 2.5.6.
- (c) When making an appointment, a *distribution entity* must specify a time or time period for the appointment. Any time period must not exceed the following:
- (i) for *ENERGEX* - a five hour period within a day; and
  - (ii) for *Ergon Energy* - a day.
- (d) A *distribution entity* may reschedule an appointment provided it notifies the *small customer* before the day scheduled for the appointment.
- (e) Subject to paragraph (d), if a *distribution entity* makes an appointment and does not attend the *premises* at the specified time, or within the specified time period, then the *small customer* is eligible for a *GSL payment* (applying on the date of the appointment) from the *distribution entity*.

### 2.5.8 Planned interruptions

- (a) Except in the case of *emergencies*, if a *distribution entity* does not give a *small customer* at least two *business days*' notice of a *planned interruption* to that *customer's premises*, then the *small customer* is eligible for a *GSL payment* (applying on the date of the *planned interruption*) from the *distribution entity*.
- (b) A notice may be given by mail, letterbox drop, press advertisement or any other means which are appropriate and reasonable in the circumstances.
- (c) If a notice is sent by post, a *small customer* is taken to have received it on the second *business day* after posting.

### 2.5.9 Reliability

- (a) Subject to paragraph (b), a *small customer* is eligible for a *GSL payment* (applying in the relevant *financial year*) from its *distribution entity* in either of the following circumstances:
  - (i) for each *interruption* to its *premises* which, if connected to:
    - (A) a *CBD feeder* - lasts longer than eight hours;
    - (B) an *urban* or *short rural feeder* - lasts longer than 18 hours; or
    - (C) a *long rural* or *isolated feeder* - lasts longer than 24 hours, (“*interruption duration GSL*”); or
  - (ii) once that *small customer* experiences the relevant number of *interruptions* at its *premises* in a *financial year* as set out in the following table (“*interruption frequency GSL*”). Irrespective of when during a *financial year* that a *small customer* becomes eligible for a *GSL payment* under this *interruption frequency GSL*, the *distribution entity* is only required to assess the eligibility of a *small customer* to a *GSL payment* (including an automatic payment under clause 2.5.11(b)) after the end of that *financial year*.

<i>Distribution entity</i>	<i>Feeder type through which the small customer's premises is supplied</i>	<i>Number of interruptions in a financial year</i> *
<i>ENERGEX</i>	<i>CBD feeder</i>	10
	<i>Urban feeder</i>	10
	<i>Short rural feeder</i>	16
<i>Ergon Energy</i>	<i>Urban feeder</i>	13
	<i>Short rural feeder</i>	21
	<i>Long rural feeder</i>	21
	<i>Isolated feeder</i>	21
	* A customer is not entitled to more than one <i>GSL payment</i> under clause 2.5.9(a)(ii) in a <i>financial year</i> .	



- (b) The following types of *interruptions* are excluded from paragraph (a):
- (i) an *interruption* of a duration of one minute or less;
  - (ii) an *interruption* resulting from:
    - (A) load shedding due to a shortfall in generation;
    - (B) a direction by *AEMO*, a *system operator* or any other body exercising a similar function under the *Electricity Act*, *National Electricity Rules* or *National Electricity Law*;
    - (C) automatic shedding of load under the control of under-frequency relays following the occurrence of a power system under-frequency condition described in the *power system security and reliability standards*;
    - (D) a failure of the shared *transmission grid*; or
    - (E) a direction by a police officer or another authorised person exercising powers in relation to public safety;
  - (iii) a *planned interruption*;
  - (iv) an *interruption* requested, or initiated, by the *small customer*;
  - (v) an *interruption* caused by the *small customer's electrical installation* or failure of that *electrical installation*;
  - (vi) an *interruption* to a *small customer's premises* within a region in which a natural disaster has occurred, where:
    - (A) the Queensland Minister for Police and Community Safety has notified the Commonwealth of the occurrence of an eligible disaster under the *Natural Disaster Relief and Recovery Arrangements* in respect of that natural disaster for that region; and
    - (B) the *interruption* occurred during the period for which the *Natural Disaster Relief and Recovery Arrangements* have been notified.

### 2.5.10 Amount of GSL payments

This table sets out the amount of a GSL payment applicable for the date or *financial year* in which a *guaranteed service level* is not met in accordance with clauses 2.5.3 to 2.5.9.

<i>Electricity Industry Code</i>	<i>GSL</i>	<i>GSL Payment for 1 July 2010 to 30 June 2015</i>
Clause 2.5.3	Wrongful disconnections	\$130
Clause 2.5.4	Connection not provided by the agreed date	\$52 per day
Clause 2.5.5	Reconnection not provided within the required time	\$52 per day
Clause 2.5.6	Failure to attend to <i>customer's premises</i> within the time required concerning loss of hot water supply	\$52 per day
Clause 2.5.7	Failure to attend appointments on time	\$52
Clause 2.5.8	Notice of a <i>planned interruption</i> to supply not given	\$26 for <i>small residential customers</i> and \$65 for <i>small business customers</i>
Clause 2.5.9(a)(i)	<i>Interruption duration GSL</i>	\$104
Clause 2.5.9(a)(ii)	<i>Interruption frequency GSL</i>	\$104

### 2.5.11 Claiming a GSL payment

- (a) A *distribution entity* must use best endeavours to automatically give a *GSL payment* to a *small customer* eligible for it under clauses 2.5.3 to 2.5.8. However, a *small customer* may make a claim for a *GSL payment* within three months of the event giving rise to the claim where a *distribution entity* has not done so.
- (b) A *distribution entity* must use best endeavours to automatically give a *GSL payment* to a *small customer* eligible for it under clause 2.5.9. However, a *small customer* may make a claim for a *GSL payment* where a *distribution entity* has not done so:
- (i) within three months of the relevant *interruption* for an *interruption duration GSL*; and
  - (ii) within three months of the end of the relevant *financial year* for an *interruption frequency GSL*.

### 2.5.12 How a GSL payment is paid

A *distribution entity* must use its best endeavours to pay a *GSL payment* to a *small customer* entitled to it by cheque, electronic funds transfer or any other means agreed with the *small customer*.

### 2.5.13 Small customers with card operated meters

- (a) This clause 2.5.13 applies to *small customers* who have *card operated meters* instead of clauses 2.5.11 and 2.5.12.

- (b) A *small customer* who becomes eligible for a *GSL payment* under clauses 2.5.3 to 2.5.9 must make a claim from the *distribution entity* within one month of the event giving rise to the claim to be entitled to that *GSL payment*.
- (c) To remove doubt, if there are multiple occupiers of a *premises*, a *distribution entity* is only required to give one *GSL payment*.
- (d) A *distribution entity* must pay a *GSL payment* to a *small customer* entitled to it by cheque, electronic funds transfer or any other means agreed with the *small customer*.

#### **2.5.14 Processing claims**

A *distribution entity* must use best endeavours to process a claim for a *GSL payment*:

- (a) within one month after receiving a claim under clauses 2.5.11(a) and 2.5.11(b)(i); and
- (b) in respect of a claim for an *interruption frequency GSL* under clause 2.5.11(b)(ii), within one month after the end of the *financial year* or one month after receiving a claim, whichever is the later.

#### **2.5.15 Caps on entitlements**

- (a) Subject to paragraph (b), a *small customer* is not entitled to receive more than \$320 worth of *GSL payments* (more than \$416 worth of *GSL payments* from 1 July 2010) in any one *financial year* per electricity account.
- (b) *GSL payments* received by a *small customer* in respect of wrongful disconnection under clause 2.5.3 are not to be taken into account in determining whether that *customer* has reached the cap under paragraph (a).

#### **2.5.16 GST**

All amounts specified in this clause 2.5 include *GST* (if any is payable).

#### **2.5.17 Effect of a *GSL payment***

- (a) A *small customer*'s receipt of a *GSL payment* does not in any way alter or diminish any rights which it may have against any person under trade practices or other applicable legislation, common law or contract.
- (b) A *distribution entity* does not make any admission of legal liability or a breach of the *Code* in giving a *GSL payment*.
- (c) A *retail entity* does not make any admission of legal liability or a breach of the *Code* when a *distribution entity* makes a *GSL payment* which is reimbursed by the *retail entity* under a *co-ordination agreement*.
- (d) This clause 2.5 does not alter, vary or exclude the operation of sections 97 and 97A of the *Electricity Act* and sections 119 and 120 of the *National Electricity Law*, or any other limitations of liability or immunities granted to a *distribution entity* under *electricity legislation*.

### 2.5.18 Disputes about *GSL payments* involving a *retail entity*

- (a) If a *small customer* has a dispute about a *GSL payment* relating to clauses 2.5.3 to 2.5.7, where a *retail entity* caused (or is claimed to have caused) the event giving rise to the *GSL payment*, it must be dealt in accordance with the *retail entity's* complaint handling process under clause 4.6.3.
- (b) If the dispute is not resolved under the *retail entity's* complaint handling process, the *small customer* may refer the dispute to the *Energy and Water Ombudsman Queensland*.
- (c) To avoid doubt, the *Energy and Water Ombudsman Queensland* may decide whether a *GSL payment* is payable or not without referring the matter to the *QCA*. A decision by the *Energy and Water Ombudsman Queensland* that a *distribution entity* must make a *GSL payment* (or that a *retail entity* caused the event giving rise to the *GSL payment*) is not evidence that the relevant entity has breached the *Code*.

### 2.5.19 Review of *guaranteed service levels*

The *QCA* must review the *guaranteed service levels* and *GSL payment* amounts to apply at the beginning of each *regulatory control period*.

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## 2.6 Reporting and monitoring

### 2.6.1 *Distribution entity* must monitor performance

- (a) A *distribution entity* must monitor:
  - (i) its performance against the *minimum service standards*; and
  - (ii) its compliance with the *guaranteed service levels*,to enable it to provide the reports to the *QCA* specified in clause 2.6.2.
- (b) A *distribution entity* must monitor its compliance with, and implementation of, any current and final *summer preparedness plan* and *network management plan* to enable it to meet its reporting obligations under clauses 2.2.4 and 2.3.2(i) respectively.

### 2.6.2 Reporting requirements

- (a) Within two months of the end of each *quarter*, a *distribution entity* must submit a report to the *QCA* detailing the following for the preceding *quarter* and for the *financial year* to the end of that *quarter*:
  - (i) compliance with *minimum service standards* outlined in clause 2.4, including:
    - (A) performance against the *SAIDI Limits* and *SAIFI Limits*, by *feeder type*, including those *interruptions* listed in clause 2.4.3;

- (B) performance against the *SAIDI Limits* and *SAIFI Limits*, by *feeder type*, excluding those *interruptions* listed in clause 2.4.3;
  - (C) details of the *interruptions* excluded under clause 2.4.3, including the number of minutes and *interruptions* excluded by *feeder type* and category of exclusion;
  - (D) a description of any *major event days*; and
  - (E) an explanation of reasons for a *distribution entity* exceeding (where applicable) those *minimum service standards* and proposals to improve performance;
- (ii) compliance with the *guaranteed service levels*, including;
    - (A) the number of *GSL payments* given by category and the amount of such payments;
    - (B) the number of *GSL payment* claims by category; and
    - (C) the number of rejected *GSL payment* claims by category; and
  - (iii) any other matter reasonably notified by the *QCA*.
- (b) The *distribution entity* must also provide any other further reports reasonably required by the *QCA* in respect of the *minimum service standards* or *guaranteed service levels* from time to time.
  - (c) Each report must be submitted in the format determined by the *QCA*.

### **2.6.3 Audit of *minimum service standards* performance**

- (a) Subject to paragraph (b), a *distribution entity* must appoint an independent auditor to audit the *distribution entity's* performance against the *minimum service standards* by 30 September after the end of each *financial year*.
- (b) A *distribution entity's* obligation under paragraph (a) applies until such time as the independent auditor confirms that, for its *feeder types* as set out in the relevant table in schedule 1, the *distribution entity's* reported performance is accurate within + / - 5%.
- (c) After paragraph (b) applies, the *QCA* may appoint, or require the *distribution entity* to appoint, an independent auditor to audit the *distribution entity's* performance against the *minimum service standards* when the *QCA* reasonably considers it necessary (but no more than once in any 12 month period).
- (d) If a *distribution entity* has appointed an independent auditor under this clause, the *distribution entity* must promptly give the *QCA* a copy of the independent auditor's report after it has been received.

### 3.1 Application of this Chapter

This chapter applies to all *distribution entities*:

- (a) in respect of clauses 3.2 and 3.2(d), in relation to all *customers* with whom a *distribution entity* has a *standard connection contract*; and
- (b) in respect of clauses 3.4 to 3.8, in relation to all *small customers* with whom a *distribution entity* has a *connection contract*; and
- (c) in respect of clause **Error! Reference source not found.**, in relation to all *customers* with whom a *distribution entity* has a *connection contract*.”

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### 3.2 Customer Information

#### 3.2.1 Provision of information

A *distribution entity* must, on request by a customer or a customer's *retail entity*, provide information about the customer's energy consumption or the distribution entity's charges, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.

#### 3.2.2 Obligation to publish information

- (a) A *distribution entity* must publish on its website:
  - (i) a summary of the rights and obligations of a *customer* under Chapter 3 of this *Code* and how a copy of the *Code* may be obtained;
  - (ii) a summary of the terms and conditions of the *standard connection contract* in Annexure A to this *Code*;
  - (iii) details of a distribution entity's service standards and any associated GSL schemes;
  - (iv) details of applicable energisation and re-energisation timeframes;
  - (v) notice of a customer's rights in respect of the negotiation of different terms;
  - (vi) details of charges for customer connection services;
  - (vii) information relation to new connections or connection alterations;
  - (viii) a description of the distribution entity's and customer's respective rights and obligations concerning the provision of customer connection services under this code and the *Electricity Act 1994*;
  - (ix) a summary of the rights, entitlements and obligations of small customers' including-

- (a) the distribution entity's standard complaints and dispute resolution procedure; and
  - (b) the contact details for the Energy and Water Ombudsman Queensland.
- (x) a description of how to read a meter and the process to check the reliability of a meter;
  - (xi) information on electrical safety, including safety switches and vegetation control;
  - (xii) if any overhead or underground lines are to be owned by the *customer*;
  - (xiii) a clear indication of the rules that are applied to determine the extent of the *customer's* responsibility in relation to those lines;
  - (xiv) information on the prospect of, and preventative measures to protect against, voltage fluctuations (ie. power surges, spikes, blackouts and brownouts); and
  - (xv) any other information reasonably required by the *QCA* on no less than six months' notice.
- (b) If a customer requests information of the kind referred to in clause (1), the distribution entity must either:
    - (i) refer the customer to the distribution entity's website; or
    - (ii) provide the information to the customer.
  - (c) However, the distribution entity must provide a copy of any information of that kind to the customer if the customer requests a copy.
  - (d) The information or a copy of the information requested under this rule must be provided without charge, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.

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### **3.3 Standard connection contract**

#### **3.3.1 Standard connection contract**

- (a) For the purpose of section 40DB(3) of the *Electricity Act*, the terms of a *distribution entity's standard connection contract* are the terms set out in Annexure A.
- (b) Where a *distribution entity* is a party to a *standard connection contract*, the *distribution entity* must comply with the terms of the *standard connection contract*.

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## 3.4 Minimum terms and conditions

For the purposes of section 40DE(2) of the *Electricity Act*, clauses 3.5 to 3.8 are minimum terms for the provision of *customer connection services* to *small customers*.

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## 3.5 Liability

### 3.5.1 No indemnity

A *distribution entity* must not include an indemnity or other term or condition in any *negotiated connection contract* with a *small customer* the effect of which is to entitle the *distribution entity* to recover from the *customer* in respect of:

- (a) any breach by the *customer* of the contract; or
- (b) any negligence by the *customer* in relation to the contract,

any greater amount than that which, under common law (including in equity) or statute, the *distribution entity* is entitled to as compensation for the *customer's* breach of contract or negligence.

### 3.5.2 Restrictions on *distribution entities' limitation of liability in negotiated connection contracts*

A *distribution entity* must ensure that any clause in any *negotiated connection contract* it enters into with a *small customer* limiting the liability of the *distribution entity* to the *small customer* does not provide any greater limitation of liability than that provided for in clause 6 of the *standard connection contract*.

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## 3.6 Disconnection

### 3.6.1 Disconnection

A *distribution entity* is only entitled to disconnect a *small customer's premises* if:

- (a) the *small customer's retail entity* informs the *distribution entity* that they have a right to arrange for disconnection under their *retail contract* with the *small customer* and requests that the *distribution entity* arrange such disconnection;
- (b) the *small customer* refuses or fails to pay the *distribution entity* following a request by the *distribution entity* for a capital contribution towards the costs incurred, or to be incurred, by the *distribution entity* in extending, or increasing the capacity of, its *supply network* to provide the *customer connection services* to the *premises*;
- (c) the *small customer* does not provide and maintain space, equipment, access, facilities or anything else the *small customer* must provide for the *customer connection services* under the *electricity legislation* or a *customer connection contract*;
- (d) the *small customer* fails to give safe access as required under the *electricity legislation*;



- (e) there are health and safety reasons;
- (f) there is an *emergency*;
- (g) required to do so at the direction of the *relevant authority*;
- (h) the *small customer* provided false information to the *distribution entity* (in circumstances where the *small customer* would not have been entitled to be connected if the false information had not been provided);
- (i) either the *small customer* does any of the following or fails to take reasonable steps to ensure others do not do any of the following:
  - (i) illegally uses electricity supplied to the *small customer's premises*;
  - (ii) interferes or allows interference with any of the *distribution entity's* equipment which is at the *premises* except as may be permitted by law;
  - (iii) uses the electricity supplied to the *small customer's premises* or any *electrical equipment* in a manner which:
    - (aa) unreasonably interferes with the connection or supply of electricity to another *customer*; or
    - (bb) causes damage or interference to any third party;
  - (iv) allows *customer connection services* provided by the *distribution entity* to be used other than in accordance with the *connection contract* or the *electricity legislation*; or
- (j) the *small customer* tampers with, or permits tampering with, any *meters* or associated equipment;
- (k) the *distribution entity* is billing the *small customer* directly and the *small customer* fails to pay a bill by a due date;
- (l) the *distribution entity* is entitled to require a *security deposit* from the *small customer* and upon request, the *small customer* does not provide a *security deposit*;
- (m) the *distribution entity* is otherwise entitled under the *electricity legislation* to disconnect the *small customer*.

### 3.6.2 Disconnection procedures

- (a) The *distribution entity* may only disconnect the *premises* under clauses 3.6.1(b), 3.6.1(c), 3.6.1(d), 3.6.1(h), 3.6.1(l), if:
  - (i) the *distribution entity* has sent the *small customer* a *disconnection warning* that:
    - (A) states the date it is issued;

- (B) requires the *small customer* to rectify, in not fewer than five *business days* after issue of the *disconnection warning*, the issue that could lead to disconnection; and
    - (C) carries a warning of the consequences of failing to comply with the *disconnection warning*; and
  - (ii) the *small customer* fails to comply with the *disconnection warning* in not fewer than five *business days* after its receipt.
- (b) The *distribution entity* may only disconnect the *premises* under clause 3.6.1(k) if:
  - (i) the *distribution entity* has sent the *small customer* a reminder notice that:
    - (A) states the date it was issued;
    - (B) requires the *small customer* to rectify, in not fewer than five *business days* after issue of the reminder notice, the failure to pay; and
    - (C) carries a warning of the consequences of failing to comply with the reminder notice;
  - (ii) the *distribution entity* has sent the *small customer* a *disconnection warning* upon the *small customer* failing to comply with the reminder notice; and
  - (iii) the *small customer* fails to comply with the *disconnection warning* not fewer than five *business days* after it receipt; and
  - (iv) the amount due is not less than the amount approved by the *QCA*.
- (c) A *distribution entity* must include on a *disconnection warning* given to a *small customer* details of the existence and operation of the *Energy and Water Ombudsman Queensland*, including the *Energy and Water Ombudsman Queensland's* contact details.

### 3.6.3 Limitations on disconnection

- (a) A *distribution entity* must not disconnect a *small customer's premises* under clauses 3.6.1(a), 3.6.1(b), 3.6.1(c), 3.6.1(d), 3.6.1(h), 3.6.1(k) and 3.6.1(l):
  - (i) before 8am and after 3 pm on a *business day*;
  - (ii) on a Friday or the day before a public holiday;
  - (iii) on a weekend or a public holiday; or
  - (iv) between 20 December and 31 December (inclusive) in any year.
- (b) To avoid doubt, paragraph (a) does not apply if the *small customer* has requested the disconnection.

- (c) In this clause 3.6.3, public holiday means a Queensland wide public holiday and a *local holiday* in the district where the *premises* is located.

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### 3.7 **Small customer's liability for connection services**

- (a) A *small customer* is not liable to pay the *distribution entity* for providing *customer connection services* to the *small customer's premises* under a *negotiated connection contract* with the *distribution entity* for the period following:
- (i) disconnection of the *premises*;
  - (ii) subject to paragraph (b), the end of the *notice period* set out in clause 4.4.5 commencing on the *small customer* or the *small customer's retail entity* notifying the *distribution entity* orally or in writing that *customer connection services* are no longer needed at the *premises*; or
  - (iii) electricity is supplied to the *premises* by arrangement with another *customer* or under a different *connection contract* with the *small customer*.
- (b) If the *small customer* gives notice under clause 3.7(a)(ii) but does not, if required by the *distribution entity*, give the *distribution entity* safe access to the *premises* for a *final meter reading*, the *small customer* is liable for *customer connection services* provided at the *premises* until the earlier of the following:
- (i) the end of the *notice period* commencing on safe access being given to the *distribution entity* for a *final meter reading*;
  - (ii) the end of the day the *distribution entity* reads the *meter*.
- (c) The *standard connection contract* sets out a *small customer's* liability if the *small customer* is on a *standard connection contract*.

---

### 3.8 **Billing**

- (a) Subject to paragraph (b), a *negotiated connection contract* with a *small customer* must include an obligation on the *distribution entity* to bill the *small customer* for *network charges* through the *small customer's retail entity* and not directly.
- (b) Paragraph (a) will not apply to a *distribution entity* where the *distribution entity* has agreed in writing with a *small customer*, by obtaining that *small customer's explicit informed consent*, that the *distribution entity* may bill the *small customer* directly, if the *customer*:
- (i) is a *business customer*;
  - (ii) has one or more relevant *premises* or a group of *premises*;
  - (iii) is a *small customer* in respect of one or more of those *premises*; and

- (iv) the aggregate of the annual electricity *consumption* level for those *premises* equals or exceeds 100MWh of electricity per annum.

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## 3.9 Differing terms and requirements

### 3.9.1 Differing terms and requirements

Nothing in this *Code* prevents:

- (a) a *distribution entity* requiring different *small customers* on *negotiated connection contracts* to pay differing security;
- (b) a *distribution entity* requiring different *small customers* to pay different capital contributions prior to entering into or during the term of a *connection contract*;
- (c) a *distribution entity* using differing methods of charging for the provision of *customer connection services* to different *small customers* on *connection contracts*; and
- (d) subject to clause 3.4, a *distribution entity* providing *customer connection services* on different terms to different *small customers* or types of *small customers* on *negotiated connection contracts*.

## CHAPTER 4: CUSTOMER RETAIL SERVICES

### Preamble

#### How does Chapter 4 apply?

	<i>Market customer</i>	<i>Non-market customer</i>
<i>large customers</i>	* Chapter 4 does not apply.	* Chapter 4 does not apply. These customers should refer to their <i>retail entity's</i> "standard large customer retail contract" available from their <i>retail entity</i> (including its website) or from the QCA.
<i>small customers</i>	✓ Chapter 4 applies. The terms and conditions of a <i>negotiated retail contract</i> with a <i>small customer</i> must be consistent with the minimum terms set out in Chapter 4. The terms marked * in Chapter 4 may be varied for this category of <i>customers</i> with the <i>customer's explicit informed consent</i> .	✓ Chapter 4 applies. These <i>customers</i> are on the <i>standard retail contract</i> in Annexure B.

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## 4.1 Application of this Chapter

### 4.1.1 Application of this Chapter

- (a) This chapter applies to:
- (i) all *retail entities*;
  - (ii) in respect of clause 4.2.10(b), all *distribution entities*; and
  - (iii) subject to paragraph (b), in relation to *retail contracts* with all *small customers*; and
  - (iv) in respect of clauses 4.12.6 and 4.12.7, *negotiated retail contracts* with all *small customers* made before or after the date this *Code* takes effect.
- (b) Chapter 4, or specified provisions of Chapter 4, will not apply to a *retail entity* where the *retail entity* has agreed in writing with a *customer*, by obtaining that *customer's explicit informed consent* in a *negotiated retail contract*, that Chapter 4, or specified provisions of Chapter 4, will not apply in respect of a contract for *customer retail services*, if:
- (i) the *customer*:
    - (A) is a *business customer*;
    - (B) has one or more relevant *premises* or a group of *premises*;

- (C) is a *small customer* in respect of one or more of those *premises*; and
- (ii) the aggregate of the actual or estimated annual energy consumption level for those *premises* equals or exceeds:
  - (A) in the case of an electricity only contract, 100MWh of electricity per annum; or
  - (B) in the case of a *dual fuel contract*, 100MWh of electricity per annum or 1TJ of gas per annum.

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## 4.2 **Retail contracts**

### 4.2.1 **Terms of *standard retail contract***

- (a) The contract set out in Annexure B to this *Code* applies to a *small customer* that does not have a *negotiated retail contract* with its *retail entity*.
- (b) For the purpose of the *Electricity Act*, the terms of a *retail entity's standard retail contract* are the terms set out in Annexure B to this *Code*.
- (c) If a *small customer* negotiates a contract with its *retail entity* then that contract must not be inconsistent with the terms of Chapter 4 of this *Code*.

### 4.2.2 **Notice of contract where no application made**

A *retail entity* must, as soon as practicable after becoming aware that a *small customer* is a *move-in customer*, advise that *small customer* of:

- (a) the terms and conditions of the *standard retail contract*, including access to notified prices;
- (b) the existence and a general description of the *retail entity's negotiated retail contracts*, if any; and
- (c) the ability of the *small customer* to choose a *retail entity* from whom it wishes to purchase *customer retail services*.

### 4.2.3 **Minimum terms and conditions for *negotiated retail contracts***

- (a) Subject to paragraph (d), the provisions of Chapter 4 which are not permitted to be varied under this clause 4.2.3 are the minimum terms for the provision of *customer retail services* to *small customers* for the purposes of section 55C(2) of the *Electricity Act*.
- (b) The terms and conditions of a *negotiated retail contract* with a *small customer* must not be inconsistent with such provisions and are unenforceable to the extent they are.
- (c) At the request of a *retail entity* the *QCA* may at its absolute discretion, prior to the commencement of a *negotiated retail contract*, approve terms and

conditions for that *negotiated retail contract* which do not conform with all or any of the provisions of Chapter 4 of this *Code*.

- (d) For the purposes of paragraph (a), the following clauses of Chapter 4 (marked with an asterisk (\*) and an annotation throughout) may be varied in a *negotiated retail contract*:
- (i) Clause 4.9.1 (obligation to bill quarterly);
  - (ii) Clause 4.9.6(r) (list of available payment methods on bill);
  - (iii) Clause 4.9.6(s) (notice of *customer's* right to nominate apportionment being on bill);
  - (iv) Clause 4.12.3 (*customer* applications for alternative tariffs or tariff options);
  - (v) Clause 4.13.1 (minimum time for payment of a bill);
  - (vi) Clause 4.13.3 (minimum payment methods offered);
  - (vii) Clause 4.13.7 (acceptance of payments in advance); and
  - (viii) Clause 4.14.1 (minimum instalment payment options).

#### 4.2.4 Cooling-off

- (a) A *retail entity* must ensure that each *negotiated retail contract* it enters into with a *small customer* confers on the *small customer* the right to rescind that *negotiated retail contract* in accordance with this clause within the period of 10 *business days* commencing on, and including, the date of receipt by the *small customer* of the disclosure statement provided in respect of that *negotiated retail contract*.
- (b) A right of rescission conferred under this clause may be exercised notwithstanding affirmation of the contract by the *small customer*.
- (c) Notice of rescission must be provided to the *retail entity* by the *small customer* in a form which clearly indicates an intention on the part of the *small customer* to rescind the *negotiated retail contract*.
- (d) A notice of rescission provided in writing by a *small customer* will be deemed to have been received by the *retail entity* on the date it was sent where the notice was sent by:
- (i) post to the *retail entity's* postal address as stated in the disclosure statement provided in respect of the *negotiated retail contract*;
  - (ii) facsimile to the *retail entity's* facsimile number as stated in the disclosure statement provided in respect of the *negotiated retail contract*; or
  - (iii) email to the *retail entity's* email address as stated in the disclosure statement provided in respect of the *negotiated retail contract*.

- (e) Nothing in this clause affects other rights in law or in equity which a *small customer* may have in relation to the *negotiated retail contract* or the conduct of a *retail entity*.
- (f) A *retail entity* must include in each *negotiated retail contract* it enters into with a *small customer* express provisions setting out the rights and obligations provided for by this clause 4.2.4.
- (g) A *retail entity* must retain records of a notice of rescission given by a *small customer* under clause (c) for a period of two years and in a format which permits the *retail entity* to answer any enquiries relating to that notice by the *small customer*, the *QCA*, the *Energy and Water Ombudsman Queensland* or any other entity permitted by *electricity legislation* to access that information.

#### **4.2.5 Compliance with applicable regulatory instruments**

A *retail entity* must ensure that when a *negotiated retail contract* it enters into with a *small customer* confers an obligation on the *small customer* to comply with all relevant requirements imposed by *electricity legislation*, that *negotiated retail contract* must also confer on the *retail entity* a contractual obligation to comply with all relevant requirements imposed by *electricity legislation*.

#### **4.2.6 Commencement of financial responsibility under *negotiated retail contracts***

The obligation under a *negotiated retail contract* for a *retail entity* to provide *customer retail services*, and for a *small customer* to pay for such services, does not become binding between the *retail entity* and the *small customer* until and unless:

- (a) the *retail entity* becomes the *financially responsible retail entity* for the *premises*; and
- (b) any cooling-off period applicable to the *negotiated retail contract* has expired.

#### **4.2.7 Laws of Queensland to govern *negotiated retail contracts***

A *retail entity* must ensure that each *negotiated retail contract* it enters into with a *small customer* is governed by the laws of Queensland.

#### **4.2.8 No indemnity**

A *retail entity* must ensure that any *negotiated retail contract* it enters into with a *small customer* does not include an indemnity or other term and condition the effect of which is to entitle the *retail entity* to recover from the *small customer* in respect of:

- (a) any breach by the *small customer* of the contract; or
- (b) any negligence by the *small customer* in relation to the contract,

any greater amount than that which, under common law (including in equity) or statute, the *retail entity* is entitled to as compensation for the *small customer's* breach of contract or negligence.



#### 4.2.9 Restrictions on *retail entities*' limitation of liability in *negotiated retail contracts*

A *retail entity* must ensure that any clause in any *negotiated retail contract* it enters into with a *small customer* limiting the liability of the *retail entity* to the *small customer* does not provide any greater limitation of liability than that provided for in clause 7 of the *standard retail contract*.

#### 4.2.10 Identifying who is obliged to offer a *standard retail contract*

- (a) If a *retail entity* is contacted by a *small customer* for a *premises* and the *retail entity* does not offer the *small customer* a *negotiated retail contract* on request, the *retail entity* must:
  - (i) if the *retail entity* is not the *financially responsible retail entity* for the *premises*:
    - (A) refer the *small customer* to the *distribution entity* for the *premises*; and
    - (B) inform the *small customer* that the *distribution entity* will be able to advise the *customer* which *retail entity* has the obligation to provide *customer retail services* to the *small customer* on the terms of the *standard retail contract* at *notified prices*; or
  - (ii) if the *retail entity* is the *financially responsible retail entity* for the *premises*, advise the *small customer* that it has an obligation to provide *customer retail services* to the *small customer* on the terms of the *standard retail contract* at *notified prices*.
- (b) If a *distribution entity* is contacted by a *small customer* directly or on referral from a *retail entity* seeking the information referred to under paragraph (a), the *distribution entity* must:
  - (i) where the *small customer* is a *move-in customer* or is seeking to connect the *premises* to the *supply network*, inform the *small customer*:
    - (A) that associated *service order requests* must be made through a *retail entity*;
    - (B) that the *small customer* may be able to choose their *retail entity* and may benefit from exercising this choice;
    - (C) that a list of *retail entities* who are offering *small customers negotiated retail contracts* can be obtained from the *QCA* or the *QCA*'s website; and
    - (D) if requested, the *retail entity* who has the obligation to provide *customer retail services* to the *small customer* on the terms of the *standard retail contract* at *notified prices*; or
  - (ii) in all other circumstances, inform the *small customer* of the *retail entity* who has the obligation to provide *customer retail services* to the *small customer* on the terms of the *standard retail contract* at *notified prices*.

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## 4.3 Commencement of *standard retail contracts*

### 4.3.1 Commencement of *standard retail contracts*

A *standard retail contract* commences on the provision of *customer retail services* to a *small customer* by the *retail entity* in accordance with the *Electricity Act*.

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## 4.4 Ending of *retail contracts*

### 4.4.1 When a *standard retail contract* ends

- (a) A *standard retail contract* ends on the earliest of the following to occur:
- (i) subject to paragraph (c), the end of the *notice period* set out in clause 4.4.5 after the *small customer* notifies the *retail entity* (a “**termination notice**”) that it wishes the provision of *customer retail services* to the *small customer* at the *premises* to be terminated (even if the *small customer* has vacated the *premises* earlier);
  - (ii) a date agreed between the *retail entity* and the *small customer*;
  - (iii) when the provision of *customer retail services* to the *premises* commences under a *negotiated retail contract* between the *retail entity* and the *small customer*;
  - (iv) when a *small customer* becomes a *large customer* with respect to the *premises*;
  - (v) when the provision of *customer retail services* to the *premises* commences under a *retail contract* with a different *customer*;
  - (vi) a different *retail entity* has become the *financially responsible retail entity* for the *premises*; or
  - (vii) the *small customer’s premises* is disconnected and the *small customer* no longer has a right to be reconnected under clause 4.19.
- (b) Where a *small customer* gives a *termination notice* and notifies the *retail entity* of a date on which the *small customer* intends to vacate the *premises*, the *retail entity* must:
- (i) use its best endeavours to ensure that the relevant *meters* are read, or the relevant *metering data* are obtained, at that *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 the date or at that time); and
  - (ii) prepare and send to the *small customer* at the forwarding address provided by the *small customer* a final bill based on the relevant *metering data*.
- (c) If the *small customer* gives a *termination notice* but does not give safe access to the *premises* to conduct a *final meter reading* (where relevant), then the

*standard retail contract* will not end under subparagraph (a)(i) until the earlier of:

- (i) the end of the *notice period* commencing on safe access being given; or
- (ii) when the *meter* is read or the relevant *metering data* are obtained.

#### 4.4.2 Term of a *negotiated retail contract*

- (a) Subject to paragraph (c), a *retail entity* must ensure that each *negotiated retail contract* it enters into with a *small customer* confers on the *small customer* the right to effect:
  - (i) an *in-situ termination*<sup>2</sup> of that *contract* by providing at least 20 *business days*' notice; and
  - (ii) termination of that *contract* by giving a notice where the *small customer* is vacating the *premises* (a "***vacation notice***"). The *vacation notice* must be given in advance of the vacation. The period of advance notice must be at least the required *notice period* set out in clause 4.4.5.
- (b) Where a *small customer* gives a *vacation notice* and notifies the *retail entity* of the date on which the *small customer* intends to vacate the *premises* the *retail entity* must:
  - (i) use its best endeavours to ensure that the relevant *meters* are read, or the relevant *metering data* are obtained, at that *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 the date or at that time); and
  - (ii) prepare and send to the *small customer* at the forwarding address provided by the *small customer* a final bill based on the relevant *metering data*.
- (c) If the *small customer* gives a *vacation notice* but does not give safe access to the *premises* to conduct a *final meter reading* (where relevant), then the *negotiated retail contract* will not end until the earlier of:
  - (i) the end of the *notice period* commencing on safe access being given;
  - (ii) when the *meter* is read or the relevant *metering data* are obtained;
  - (iii) when the provision of *customer retail services* to the *premises* commences under a *retail contract* with a different *customer*; or
  - (iv) a different *retail entity* has become the *financially responsible retail entity* for the *premises*.

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<sup>2</sup> *In-situ termination* refers to the situation where the *retail contract* is terminated but the *customer* continues to occupy the *premises*.

- (d) If the *small customer* has entered into a *fixed-term contract* with the *retail entity* and has terminated that contract prior to the expiry of the *fixed-term* in accordance with paragraph (a), the *retail entity* may only impose an early termination charge if:
  - (i) the *negotiated retail contract* includes details of the amount or manner of calculation of the early termination charge;
  - (ii) the early termination charge is a reasonable estimate of the costs to the retail entity resulting from the early termination; and
  - (iii) the imposition of the early termination charge is not prohibited under the *electricity legislation* or in law or in equity.

#### **4.4.3 Termination of *retail contracts* by *retail entities***

A *retail entity* may not terminate a *retail contract* with a *small customer* by reason of the *small customer's* breach of the *retail contract* unless and until whichever is the earliest of the following events occurs:

- (a) the *small customer's premises* has been disconnected in accordance with the terms of the *retail contract* and the *small customer* no longer has a right to be reconnected under clause 4.19 of this *Code*;
- (b) the *small customer* and the *retail entity* have entered into a new *retail contract* in respect of the *premises*; or
- (c) a different *retail entity* has become the *financially responsible retail entity* for the *premises*.

#### **4.4.4 Expiry of *fixed-term contracts***

No earlier than 40 *business days* and at least 20 *business days* prior to the expiry of a *fixed-term contract*, a *retail entity* must advise a *small customer* of the:

- (a) date on which the *fixed-term contract* will expire;
- (b) terms and conditions for the provision of *customer retail services* to the *small customer* by the *retail entity* which will come into effect after the expiry date if the *small customer* does not elect before that date to enter into a new *retail contract* with the *retail entity* or another *retail entity* for the *small customer's premises*;
- (c) existence of the other contractual options that may be available for the purchase of *customer retail services* by that *small customer* at that *premises* and a general description of each; and
- (d) ability of the *small customer* to choose the *retail entity* from whom it wishes to purchase *customer retail services*.

#### **4.4.5 Notice period**

For the purposes of clause 4.4, the *notice period* for a *retail contract* is dependent on who the *small customer's distribution entity* is and the location or *feeder type* of the

*premises* to which the *retail contract* relates. The tables below sets out the relevant *notice periods*:

***Premises in ENERGEX's distribution area***

<b><i>Premises description</i></b>	<b><i>Notice period</i></b>
<i>All premises other than excluded locations</i>	<i>5<sup>3</sup> business days</i>
<i>Premises in excluded locations</i>	<i>10 business days</i>

***Premises in Ergon Energy's distribution area***

<b><i>Premises description</i></b>	<b><i>Notice period</i></b>
<i>Premises supplied through CBD feeder / urban feeder / short rural feeder</i>	<i>5 business days</i>
<i>Premises supplied through long rural feeder / isolated feeder</i>	<i>10 business days</i>

In this clause 4.4.5, a “*business day*” does not include a *local holiday* in the district where the *premises* is located.

**4.4.6 Transitional notice period**

Until the end of 30 June 2008, the relevant *notice period* for the purposes of clause 4.4 for all *premises* in *ENERGEX's distribution area*, other than *premises* in *excluded locations*, is six *business days*.

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## **4.5 Customer Information**

**4.5.1 Obligation to prepare Customer Information**

- (a) Each *retail entity* must publish on its website a summary of the rights, entitlements and obligations of small customers, including—
  - (i) the *retail entity's* standard complaints and dispute resolution procedure; and
  - (ii) the contact details for the Energy and Water Ombudsman Queensland.
- (b) If a *small customer* requests information of the kind referred to in subparagraph (a), the *retail entity* must either—
  - (i) refer the customer to the retail entity's website; or

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<sup>3</sup> This is subject to the transitional provisions in clause 4.4.6.

- (ii) provide the information to the customer.
- (c) The retail entity must provide a copy of any information of that kind to the customer if the customer requests a copy.
- (d) 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.

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## 4.6 Dealing with *small customers*

### 4.6.1 Retail entities to prepare enquiry procedures

A retail entity must, within 20 business days after it first provides customer retail services to a small customer after the FRC commencement date, prepare and submit to the QCA, for approval, its procedures for handling small customer enquiries. The procedures must deal with at least the following matters:

- (a) the establishment of a customer enquiry line (for the cost of a local call from anywhere in Queensland) or information desk to provide information about:
  - (i) the provision of customer retail services to small customers;
  - (ii) the referral of questions by small customers concerning the quality, reliability and safety of electricity supply to their premises to the small customer's distribution entity;
  - (iii) payment options available to small customers;
  - (iv) what small customers can do if they are having trouble paying the retail entity's bills;
  - (v) how small customers can make enquiries or lodge complaints; and
  - (vi) the existence and operations of the Energy and Water Ombudsman Queensland;
- (b) the registration of special needs (see clause 4.20);
- (c) referral to interpreter services; and
- (d) any other matter required by the QCA.

### 4.6.2 Approval and implementation of enquiry procedures

The QCA must notify the retail entity whether it approves the enquiry procedures. If the QCA notifies the retail entity that it does not approve the enquiry procedures, the retail entity must submit revised procedures as soon as practicable until a set of procedures is approved. The retail entity must implement the procedures within 20 business days after the date they are approved by the QCA.

### 4.6.3 Complaint handling

- (a) If there is a dispute between the *small customer* and the *retail entity* about the terms of a *retail contract* or any rights or obligations under this *Code*, the *small customer* may complain to the *retail entity*.
- (b) The *retail entity* must handle a complaint made by a *small customer* in accordance with the *Australian Standard*.
- (c) When the *retail entity* responds to a *small customer's* complaint, the *retail entity* must inform the *small customer*:
  - (i) that the *retail entity* is obliged to handle a complaint made by a *small customer* in accordance with the retail entity's standard complaints and dispute resolution procedures, which can be found on the *retail entity's* website or provided to the customer on request;
  - (ii) the *retail entity* must inform the small customer of the outcome of the customer's complaint; that the *small customer* has a right to raise the complaint to a higher level within the *retail entity's* management structure; and
  - (iii) that, if after raising the complaint to a higher level the *small customer* is still not satisfied with the *retail entity's* response, the *small customer* can refer the complaint to the *Energy and Water Ombudsman Queensland*.
- (d) If requested by the *small customer*, the information in paragraph (c) must be provided in writing.

### 4.6.4 Customer communications

- (a) Notices and bills are deemed to have been received by a party to a *retail contract*:
  - (i) on the date the *retail entity* hands it to the *small customer*, it is left at the *small customer's premises* or successfully faxed to the *small customer* (which occurs when the sender receives a transmission report to that effect);
  - (ii) on the date two *business days* after it is posted to a *premises* or a *small customer's* contact address; or
  - (iii) where use of email has been agreed, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

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## 4.7 Applications and connections

### 4.7.1 Retail entities' requirements

If a *small customer* wishes to purchase *customer retail services* from a *retail entity* at a *premises* under a *retail contract*, the *retail entity* may require that the *small customer*

must first apply to the *retail entity* (in person, by telephone or in writing) to provide *customer retail services* to that *small customer* at that *premises* and, if requested by the *retail entity*:

- (a) provide *acceptable identification* when required by the *retail entity*;
- (b) provide *credit history information* when required by the *retail entity*;
- (c) pay any relevant fees and charges applicable to that *small customer*;
- (d) provide contact details for billing purposes;
- (e) provide contact details for the owner (or the agent of the owner) of the *premises* if the application is for a rental property;
- (f) ensure that there is safe and convenient access to the *meter* at the *premises*;
- (g) where appropriate, provide estimated electricity load information for the *small customer's* proposed use of electricity at the *premises*;
- (h) (subject to clause 4.17) provide a *security deposit*, a bank guarantee or enter into a payment arrangement; and
- (i) satisfy any other pre-condition set out in the *electricity legislation*.

#### **4.7.2 Retail entities' requirements when a *small customer* moves in without first making an application for services**

If a *small customer* is a *move-in customer*, the *retail entity* may require that the *small customer*:

- (a) make an application to the *retail entity* for the provision of *customer retail services*; and
- (b) comply with the requirements set out in clause 4.7.1(a) to (k).

#### **4.7.3 Use of *credit history information* where a *small customer* seeks a *standard retail contract***

- (a) Nothing in clause 4.7.1 will permit a *financially responsible retail entity* to refuse to enter into a *standard retail contract* with a *small customer* on the basis of *credit history information*.
- (b) Subject to clauses 4.17.4 and 4.17.5, where a *small customer* enters into a *standard retail contract*, *credit history information* may only be used by the *financially responsible retail entity* in determining whether to require the payment of a *security deposit* by the *small customer*.

#### **4.7.4 Retail entities' obligations to advise the *distribution entity* of connection applications**

Subject to the *small customer* complying with clause 4.7.1, as soon as possible after receiving an application from a *small customer* to start providing *customer retail services* to the *small customer*, or a request from a *small customer* to arrange for



connection, a *retail entity* must forward relevant details of a *small customer*, including their classification as a *small business customer* or *small residential customer* to the *small customer's distribution entity* for the purpose of:

- (a) updating the *distribution entity's* records for that *premises* and *small customer*, if the *small customer's premises* is already connected; or
- (b) arranging for the connection of that *premises*, if the *small customer's premises* is not already connected to the *distribution entity's supply network*.

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## 4.8 Illegal use

### 4.8.1 *Retail entities' rights of recovery for illegal use*

The restrictions on recovery of undercharged amounts in clause 4.11.2 do not apply if a *small customer* has been undercharged or not charged as a result of a *small customer's* or an occupier of the *premises' fraud* or intentional consumption of electricity otherwise than in accordance with the *electricity legislation*.

### 4.8.2 *Non-application of payment difficulties*

Clause 4.13.10 does not apply if, during the course of the *small customer's* dealings with the *retail entity*, the *small customer* is convicted of an offence involving fraud or theft of electricity.

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## 4.9 Billing

### 4.9.1 *Obligation to bill quarterly\**

*(Note: this clause 4.9.1 may be varied in a negotiated retail contract)*

- (a) A *retail entity* must use its best endeavours to issue a bill to a *small customer* at least quarterly.
- (b) Nothing in paragraph (a) will prevent a *retail entity* from issuing a bill more frequently than quarterly to a *business customer*.
- (c) Nothing in paragraph (a) will prevent a *retail entity* from issuing a bill more frequently than quarterly to a *residential customer* where the *retail entity* has obtained a *residential customer's explicit informed consent* to issue bills on that basis.
- (d) This clause 4.9.1 does not apply to *small customers* with *card operated meters*.

### 4.9.2 *How bills are issued*

The *retail entity* must issue a bill to a *small customer* at the *premises*, unless the *small customer* nominates another address.

#### 4.9.3 Information on charges which comprise a bill

If requested by a *small customer* who is party to a *negotiated retail contract*, in relation to a bill, a *retail entity* must provide the *small customer* with reasonable information on *network charges* (to the extent it is readily available), retail charges and any other charges relating to the sale or sale and supply of electricity comprising the amount payable in respect of the *small customer's* bill.

#### 4.9.4 Simultaneous payments for gas and electricity

Where a *retail entity* and a *small customer* have entered into:

- (a) a *dual fuel contract*; or
- (b) two *negotiated retail contracts* for the sale of electricity and the sale and supply of gas,

under which a single bill is, or two simultaneous bills are, for electricity and gas, issued to the *small customer*, and the *small customer* does not pay the entire amount owing under that bill or those bills, the *retail entity* must (subject to the *Community Ambulance Cover Act 2003 (Qld)*):

- (c) apply a payment received from a *small customer* for charges for the sale of electricity or the sale and supply of gas respectively as agreed between the *retail entity* and the *small customer*; or
- (d) if no agreement is in place between the *retail entity* and the *small customer*, apply a payment received from a *small customer* for charges for the sale of electricity or the sale and supply of gas respectively as directed by the *small customer*; or
- (e) if paragraphs (c) and (d) do not apply, apply the payment in proportion to the relative value of each of the charges.

#### 4.9.5 Other goods and services to a *small customer*

Where a *retail entity* also provides goods or services (other than *customer retail services*) to a *small customer*, the *retail entity* must bill for those goods or services separately or:

- (a) include the charges for those goods and services as separate items in its combined bills, together with a description of the other goods or services supplied;
- (b) subject to the *Community Ambulance Cover Act 2003 (Qld)*, apply any payment received from a *small customer* as directed by the *small customer*; and
- (c) subject to the *Community Ambulance Cover Act 2003 (Qld)*, where a *small customer* does not direct how the payment is to be applied, the *retail entity* must apply the payment in satisfaction of the charges for the provision of *customer retail services* and the supply and sale of gas before applying any portion of it to the charges for any other goods or services.

#### 4.9.6 Particulars on each bill

A *retail entity* must include at least the following particulars on each bill:

- (a) the date of the last *meter* reading (or reading of *metering data*, as the case may be) or estimate and the number of days since the previous reading or estimate;
- (b) the estimated date of the next *meter* reading;
- (c) the *meter* readings, *metering data* or estimates for the bill;
- (d) consumption, or estimated consumption, in units used (kWh or kVAh);
- (e) the relevant fees, charges and tariffs applicable to the *small customer*;
- (f) the pay-by date;
- (g) the telephone number for billing, payment enquiries and instalment payment options (for the cost of a local call from anywhere in Queensland);
- (h) a 24 hour contact telephone number for faults, emergencies and *force majeure events*;
- (i) the *small customer's premises* and any relevant other address;
- (j) the *small customer's* name and account number;
- (k) the amount of arrears or credit;
- (l) the amount of any *security deposit* provided by the *small customer*;
- (m) the amount of any other charge (as described in clause 4.9.5) and details of the goods or service provided;
- (n) on *residential customers' bills* only, advice in languages common to the *residential customer* base on how to access interpreter services;
- (o) on *residential customers' bills* only, a reference to the availability of concessions, if any;
- (p) if the bill is a reminder notice issued in accordance with clause 4.13.2, contact details for the *retail entity's* internal complaint handling processes;
- (q) all *NMI* and *NMI checksum* applicable to the bill;
- (r) a list of the available payment methods;\* and  
  
(*paragraph (r) may only be varied in a negotiated retail contract where clause 4.13.3 is also varied*)
- (s) if the bill contains charges for the sale of both electricity and gas, a notice advising of the *small customer's* right to nominate apportionment of any payment between those charges under clause 4.9.4.\*

(*Paragraph (s)(s) may only be varied where clause 4.9.4(c) applies.*)

#### 4.9.7 Average daily usage

- (a) Subject to paragraph (b), a *retail entity* must, for a *small customer's* current *premises*, display on each bill the *small customer's* current average daily usage and, to the extent that data are available, a comparison of the *small customer's* average daily usage for the same period during the previous year for that *premises*.
- (b) A *retail entity* need not include a comparison of average daily usage:
  - (i) when it is the *small customer's* first bill for a *premises*;
  - (ii) where there has been no or very low relevant electricity consumption; or
  - (iii) where relevant comparable data are not available.

#### 4.9.8 Historical billing data

- (a) A *retail entity* must keep a *small customer's* billing data for a minimum of two years.
- (b) Where a *small customer* requests, and the data are available, a *retail entity* must promptly provide to the *small customer* free of charge the *small customer's* billing data appearing on the *small customer's* bills for a *premises* for the previous two years.
- (c) Where the *small customer* requests billing data before this period, the *retail entity* must use its best endeavours to provide that data to the *small customer* and may impose a reasonable charge for providing that data.<sup>4</sup>

#### 4.9.9 Bill format

A *retail entity* must issue a bill in a format which permits a *small customer* to easily verify that the bill conforms with its *retail contract*.

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### 4.10 Meter reading

#### 4.10.1 Meter reading for billing purposes

A *retail entity* must:

- (a) base a *small customer's* bill on:
  - (i) the *meter* reading or *metering data* for the relevant *meters* at the *small customer's* *premises* provided by the *responsible person* determined in accordance with Chapter 9 of this *Code* or the *Metrology Procedure* (as appropriate); or

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<sup>4</sup> The amount charged may be the subject of a maximum charge under the *notified prices*, *Electricity Regulation* or Schedule 4.

- (ii) any method agreed between the *small customer* and the *retail entity*, which may include a *customer* self read;
- (b) use its best endeavours to ensure that an *actual meter reading* is obtained at least once every 12 months; and
- (c) use an estimate of the amount of electricity consumed at the *small customer's premises* only if an *actual meter reading* is not obtained from the *premises* for the billing period under consideration.

#### 4.10.2 Advice that a bill is estimated

If a *retail entity* issues a *small customer* with a bill that is not based on an *actual meter reading*, or is based on a *substituted meter reading*, it must publish a notice in a prominent location on that bill advising that the bill is based on an estimate.

#### 4.10.3 Adjustments to subsequent bills

Where a *retail entity* has issued a *small customer* with a bill based on an estimate and the *retail entity* subsequently issues the *small customer* with a bill that is based on an *actual meter reading*:

- (a) the *retail entity* must include an adjustment on the bill to take account of any overcharging of the *small customer* that has occurred; and
- (b) unless the *actual meter reading* could not be obtained as a result of an act or omission by the *small customer*, the *retail entity* will, at the request of the *small customer*, offer the *small customer* time to pay the undercharged amount by agreed instalments (which is not an *instalment plan*), over a period being no longer than:
  - (i) the period during which an *actual meter reading* was not obtained, where this period is less than 12 months; or
  - (ii) in any other case, 12 months.

#### 4.10.4 Pass through of cost where access is denied

Where a *small customer* has denied access to a *meter* for the purpose of reading that *meter* and subsequently requests the *retail entity* to replace an estimated bill with a bill based on an *actual meter reading*, the *retail entity* must use its best endeavours to comply with that request but may pass through to that *small customer* any costs it incurs in doing so.

#### 4.10.5 Unmetered supplies

If there is no *meter* in respect of a *small customer's premises*, a *retail entity* must base a bill on the provisions relating to unmetered *premises* in the *notified prices*. Where the *notified prices* do not apply, the *retail entity* must base a bill on *metering data* calculated in accordance with the *Metrology Procedure* or Chapter 9 of this *Code* (as appropriate).

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## 4.11 Undercharging and overcharging

### 4.11.1 Recovery of undercharges from *small customers*

Subject to clause 4.11.2, where a *retail entity* has undercharged a *small customer* it may recover from the *small customer* the amount undercharged.

### 4.11.2 Process and limitations on recovery

Where a *retail entity* proposes to recover an amount undercharged the *retail entity* must:

- (a) if the amount was undercharged as a result of the *retail entity's* or *distribution entity's* act or omission, limit the amount to be recovered to the amount undercharged in the 9 months prior to the date the *small customer* is notified of the undercharging;
- (b) list 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;
- (c) not charge the *small customer* interest on 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) in any other case, 12 months.

### 4.11.3 Notice and payment to *small customers* of overcharges

- (a) Subject to paragraph (b), where a *small customer* has been overcharged, the *retail entity* must inform the *small customer* accordingly within 10 *business days* of the *retail entity* becoming aware of that overcharging and:
  - (i) if the *small customer* has already paid that amount, credit that amount to the *small customer's* next bill unless the *small customer* reasonably requests otherwise in which case the *retail entity* must comply with that request; or
  - (ii) if the *small customer* has ceased to purchase *customer retail services* from that *retail entity*, use its best endeavours to pay that amount to the *small customer* within 10 *business days*.
- (b) If the *small customer* has been overcharged otherwise than as a result of an act or omission of the *retail entity* or *distribution entity*, the *retail entity* is only required to credit or pay the *small customer* the amount the *small customer* was overcharged in the 12 months before the error was discovered.
- (c) No interest shall accrue to a credit or refund referred to in paragraph (a) or (b).

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## 4.12 Tariff changes and options

### 4.12.1 Obligations on retail entities

Subject to clauses 4.12.6 and 4.12.7 where during a *billing cycle* a *small customer* changes from one type of tariff to another type of tariff for *customer retail services*, the *retail entity* 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.

### 4.12.2 Change of tariff within a *billing cycle*

Subject to clauses 4.12.6 and 4.12.7 where during a *billing cycle* the tariff rate or charge applying to a *small customer* changes, the *retail entity* must calculate the bill on a pro rata basis using:

- (a) the old tariff rate or charge up to but not including the date of change; and
- (b) the new tariff rate or charge from and including the date of the change to the end of the *billing cycle*.

### 4.12.3 *Customer applications\**

(Note: this clause 4.12.3 may be varied in a negotiated retail contract)

Where a *retail entity* offers alternative tariffs or tariff options and a *small customer*:

- (a) requests that the retail entity transfer from that small customer's current tariff to another tariff; and
- (b) demonstrates to the *retail entity* that it satisfies all of the conditions relating to that other tariff and any conditions imposed by the *small customer's distribution entity*,

the *retail entity* must transfer the *small customer* to that other tariff within 10 *business days* of satisfying those conditions.

### 4.12.4 Effective date of transfer between tariffs

Where a *small customer* transfers from one tariff type to another in accordance with clause 4.12.3, the effective date of the transfer will be:

- (a) subject to paragraph (b), the date on which the *meter* reading referred to in clause 4.12.1(a) was obtained; or

- (b) where the transfer requires a change to the *meter* at the *small customer's premises*, the date the *meter* change is completed.

#### **4.12.5 Change in use**

- (a) Where a *small customer* notifies a *retail entity* of a change in use of the *small customer's premises*, the *retail entity* may require the *small customer* to transfer to a tariff applicable to the *small customer's* use of that *premises*.
- (b) If a *small customer* fails to give the notice required under paragraph (a), the *retail entity* may, upon written notice to the *small customer*, transfer the *small customer* retrospectively to the applicable tariff.

#### **4.12.6 Notification of price changes**

- (a) A retail entity must set out in a negotiated retail contract with a small customer all tariffs and charges payable by the customer.
- (b) The retail entity must give notice to the customer of any variation to the tariffs and charges that affects the customer.
- (c) The notice must be given as soon as practicable, and in any event no later than the customer's next bill.
- (d) The retail entity must set out in the negotiated retail contract the obligations with regard to notice that the retail entity must comply with where the tariffs and charges are to be varied.

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### **4.13 Payment**

#### **4.13.1 Minimum time for payment of a bill\***

*(Note: clause 4.13.1 may be varied in a negotiated retail contract)*

Unless otherwise agreed with a *small customer*, the pay-by date specified in the bill must not be less than 13 *business days* after the date the *retail entity* sends the bill.

#### **4.13.2 Issue of reminder notices**

If a *small customer* has not paid a bill by the pay-by date, the *retail entity* may send to that *small customer* a reminder notice that its bill is past due, giving the *small customer* a further pay-by date (not less than five *business days* after the date the notice is sent).

#### **4.13.3 Payment methods\***

*(Note: this clause may be varied in a negotiated retail contract)*

A *retail entity* must offer at least the following payment methods to its *small customers*:

- (a) in person at a network of agencies or payment outlets;



- (b) by mail; and
- (c) by direct debit under a payment arrangement agreed by the *small customer*, the *retail entity* and a *bank* nominated by the *small customer*.

#### 4.13.4 Direct debit

- (a) Where a direct debit arrangement is to be entered into between a retail entity and a small customer:
  - (i) the *retail entity* and the *small customer* must agree the amount, initial date and frequency of the direct debits; and
  - (ii) the explicit informed consent of the *small customer* is required for entering into the arrangement.
- (b) Where a direct debit arrangement is entered into between a *retail entity* and a small customer, the *retail entity* must
  - (i) notify the *small customer* in writing that if the customer requests the retailer to cease to rely on the arrangement, the *retail entity* will no longer rely on the direct debit authority; and
  - (ii) terminate the arrangement on being requested by the customer to do so.

#### 4.13.5 Other retail fees and charges

- (a) In addition to charges for electricity consumption, a *retail entity* may impose other fees and charges on a *small customer* relating to the provision of *customer retail services*:
  - (i) under a *negotiated retail contract*, whether or not the imposition of that fee or charge is expressly provided for in this *Code*; and
  - (ii) under a *standard retail contract*, only where the imposition of that fee or charge is expressly provided for in the *notified prices*.
- (b) In a *negotiated retail contract*, the amount of any such fee or charge must be fair and reasonable having regard to related costs incurred by the *retail entity*.

#### 4.13.6 Pass through of *distribution non-network charges*

- (a) A *retail entity* may bill a *small customer* under a *retail contract* a *distribution non-network charge* which:
  - (i) the *distribution entity* is entitled to charge the *small customer* under their *connection contract*; and
  - (ii) has been charged to the *retail entity* in accordance with the *co-ordination agreement* between the *retail entity* and the *distribution entity*.

Examples of *distribution non-network charges* are disconnection fees, reconnection fees and *meter test fees*.

- (b) If a *small customer* is on a *standard retail contract*, a *retail entity* must not charge the *small customer* any administration fees or surcharge with respect to *distribution non-network charges*.

#### **4.13.7 Payments in advance\***

(Note: this clause 4.13.7 may be varied in a negotiated retail contract)

- (a) A *retail entity* must, at the request of a *small customer*, accept payment in advance.
- (b) The acceptance of an advance payment by a *retail entity* in accordance with paragraph (a) will not require the *retail entity* to credit any interest to the amounts paid in advance.

#### **4.13.8 Long absence or illness**

Where a *residential customer* is unable to arrange payment by one of the methods specified in clause 4.13.3, whether due to illness or long absence, the *retail entity* must offer:

- (a) payment in advance facilities (unless a *negotiated retail contract* between the *small customer* and *retail entity* has varied clause 4.13.7); and
- (b) redirection of the *small customer's* bill as requested by the *small customer* free of charge.

#### **4.13.9 Concessions, rebates or grants**

The *retail entity* must, when requested by a *residential customer*, pass on to the *residential customer*, as soon as is reasonably practicable, any information about the availability of concessions, rebates or grants (in particular, the electricity pensioners' and seniors' rebate), which information has been provided to the *retail entity* by the organisation or Government department responsible for the administration of that concession, rebate or grant.

#### **4.13.10 Payment difficulties**

- (a) Where a *residential customer* informs the *retail entity* in writing or by telephone that the *customer* is experiencing payment difficulties, or the *retail entity's* credit management processes indicate or ought to indicate to the *retail entity* that a *residential customer* is experiencing payment difficulties, the *retail entity* must offer the *residential customer*, as soon as is reasonably practicable, an *instalment plan* which complies with clause 4.14 and, where appropriate:
  - (i) information about the right to have a bill redirected to a third person, as long as that third person consents in writing to that redirection;
  - (ii) information on independent financial and other relevant counselling services;

- (iii) advise the *residential customer* of any concessions, rebates or grants that may be available to the *residential customer* to assist with financial hardship; and
  - (iv) to the extent available, advice on how a *residential customer* may arrange for an electricity audit of the *residential customer's premises*.
- (b) Where a *residential customer* requests information or a redirection of its bills under this clause, the *retail entity* must provide that information or redirection free of charge.

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## 4.14 Paying by instalments

### 4.14.1 Minimum instalment payment options\*

(Note: this clause 4.14.1 may be varied in a negotiated retail contract)

A *retail entity* must offer *residential customers* at least the following payment options:

- (a) a system or arrangement under which a *residential customer* may make payments in advance towards future bills; and
- (b) an interest and fee free *instalment plan* under which the *residential customer* is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).

### 4.14.2 When a *retail entity* may require instalments in advance

A *retail entity* may require a *residential customer* to pay by instalments in advance if the *residential customer* is in arrears or as an alternative to the *residential customer* paying a *security deposit*.

### 4.14.3 When a *retail entity* does not need to offer an *instalment plan*

A *retail entity* does not have to offer a *residential customer* an *instalment plan* if the *residential customer* has, in the previous 12 months, had two *instalment plans* cancelled due to non-payment. In such a case, the *retail entity* must offer another *instalment plan* only if the *retail entity* is reasonably satisfied that the *residential customer* will comply with that *instalment plan*.

### 4.14.4 Obligations on *retail entities* when offering *instalment plans*

A *retail entity* offering an *instalment plan* must:

- (a) in determining the period of the plan and calculating the amount of the instalments, take into account information from the *residential customer* about the *residential customer's* usage needs and capacity to pay;
- (b) specify the period of the plan;
- (c) specify the number of instalments (not less than four, unless the *residential customer* agrees otherwise);

- (d) specify the amount of the instalments which will pay the *residential customer's* arrears (if any) and estimated usage during the period of the plan;
- (e) state how the amount of the instalments is calculated;
- (f) state that due to seasonal fluctuations in the *residential customer's* usage, paying by instalments may result in the *residential customer* being in credit or debit during the period of the plan;
- (g) monitor the *residential customer's* compliance with that plan; and
- (h) have in place fair and reasonable procedures to address payment difficulties a *residential customer* may face while on the plan.

#### **4.14.5 No limitation on payment options**

Nothing in this *Code* limits the payment options that a *retail entity* may offer to a *small customer*.

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## **4.15 Review of a bill**

### **4.15.1 Obligation to review a bill on request**

A *retail entity* must review a *small customer's* bill when asked by that *small customer*.

### **4.15.2 Time frame for report on request**

The *retail entity* must inform the *small customer* of the outcome of that review as soon as reasonably possible but, in any event, within 20 *business days*.

### **4.15.3 Payments during a review of a bill**

Where a *retail entity* is reviewing a bill, the *retail entity* may require the *small customer* to pay:

- (a) the greater of:
  - (i) that portion of the bill under review that the *small customer* and the *retail entity* 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 future bills that are properly due.

### **4.15.4 Customer requests for testing of meters or metering data**

- (a) Where the *small customer* requests that, in reviewing the bill, the *meter* reading or *metering data* be checked or the *meter* tested, the *retail entity* must, as the case may be:
  - (i) arrange for a check of the *meter* reading or *metering data*; or

- (ii) request the *small customer's responsible person* to test the *meter*.
- (b) The *small customer* must pay any *distribution non-network charge* levied by the *distribution entity* for testing the *meter*. The fee may be requested in advance.

#### **4.15.5 Procedures following a review of a bill**

Where, after conducting a review of the bill, a *retail entity* is satisfied that it is:

- (a) correct, the *retail entity* may require the *small customer* to pay the amount of that bill which is still outstanding; or
- (b) incorrect, the *retail entity*:
  - (i) must correct the *small customer's* bill in accordance with clause 4.11;
  - (ii) must refund (or set off against the amount in (iii)) any fee paid in advance under clause 4.15.4;
  - (iii) may require the *small customer* to pay the amount of that bill which is still outstanding; and
  - (iv) must advise the *small customer* of the existence of its complaint handling processes under clause 4.6.3 of this *Code*.

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## **4.16 Shortened collection period**

### **4.16.1 Shortened collection period**

Where a *retail entity* has issued a *small customer* with:

- (a) reminder notices in respect of two consecutive electricity bills; or
- (b) reminder notices in respect of three consecutive *dual fuel contract* bills; or
- (c) two consecutive *disconnection warnings*,

the *retail entity* may place the *small customer* on a shortened collection period in relation to the relevant *retail contract*.

### **4.16.2 Retail entities' obligations prior to placing a small customer on a shortened collection period**

Before a *retail entity* may place a *small customer* on a shortened collection period, the *retail entity* must inform the *small customer* by notice that:

- (a) receipt of a second reminder notice (or second *disconnection warning*) may result in the *small customer* being placed on a shortened collection period;
- (b) being placed on a shortened collection period will result in the *small customer* not receiving a reminder notice until the *small customer* has paid three consecutive bills by the pay-by date;

- (c) the *small customer* may obtain further information from the *retail entity* on a specified telephone number;
- (d) once on a shortened collection period, the *small customer* must pay three consecutive bills by the pay-by date to return to its previous collection period; and
- (e) in the case of a *residential customer* only, alternative payment arrangements, such as *instalment plans* offered by the *retail entity*, are available.

#### **4.16.3 Notice**

- (a) Where after giving notice as required in clause 4.16.2, a *retail entity* decides to shorten the collection period in respect of a *small customer*, the *retail entity* must give the *small customer* written notice of that decision within 10 *business days* of the decision.
- (b) Any notice given under paragraph (a) must advise the *small customer* of the existence of the *retail entity's* complaint handling processes available under clause 4.6.3 of this *Code*.

#### **4.16.4 Effect of *small customer* compliance with shortened collection period**

Where a *small customer* on a shortened collection period pays three consecutive bills by the pay-by date, the *retail entity* must return the *small customer* to the collection period that applied before the shortened collection period commenced.

## **4.17 Security deposits**

### **4.17.1 Requirement for *security deposit***

- (a) A *retail entity* may require a *small customer* to provide a *security deposit* at the time the *small customer* makes an application under clause 4.7 (or an application for reconnection after being disconnected by reason of clause 4.18), or before providing *customer retail services* to the *small customer*.
- (b) A *small customer* must provide the *security deposit*, any increase in the *security deposit* or, if the *retail entity* permits a bank guarantee to be provided in place of a *security deposit*, the bank guarantee, within five *business days* after the *retail entity* requests such *security deposit*, increase or bank guarantee when requested by the *retail entity*.

### **4.17.2 Amount of *security deposit***

A *retail entity* must ensure that the amount of a security deposit for a small customer is not greater than 37.5% of the customer's estimated bills over a 12 month period, based on—

- (a) the customer's billing history; or
- (b) the average usage of energy by a comparable customer over a comparable 12 month period.

#### **4.17.3 Estimated monthly or quarterly bills**

For the purposes of clause 4.17.2, a *retail entity* must base a *customer's* estimated monthly or quarterly bill on:

- (a) the *customer's* previous billing history;
- (b) the previous billing history at the *premises*; or
- (c) typical electricity usage of *customers* of the same type as the *customer*.

#### **4.17.4 Residential customers**

A *retail entity* must not require a *residential customer* to provide a *security deposit* unless:

- (a) the *residential customer* has left a previous *premises* without settling an outstanding electricity debt owing to that *retail entity*, the debt remains outstanding, and the *residential customer* refuses to make arrangements (acceptable to both parties) to pay the debt;
- (b) the *residential customer* has within the previous two years fraudulently acquired or intentionally consumed electricity otherwise than in accordance with *electricity legislation* ;
- (c) the *residential customer* is a new *customer* and has refused or failed to produce *acceptable identification*;
- (d) the *residential customer* has not provided *credit history information* required by the *retail entity*; or
- (e) the *retail entity* has reasonably formed a view that the *residential customer* has an unsatisfactory or no credit history.

#### **4.17.5 Business customers**

- (a) A *retail entity* must not require a *business customer* to provide a *security deposit* unless:
  - (i) the *business customer* does not have a satisfactory credit rating; or
  - (ii) the *business customer* does not have a satisfactory electricity account payment history.
- (b) A *retail entity* must accept a bank guarantee from a *small business customer* as an alternative to a cash *security deposit*.
- (c) Despite clause 4.17.1, a *retail entity* may increase a *small business customer's* existing *security deposit* at any time to ensure the *security deposit* held is sufficient to secure that *business customer's* current electricity usage taking into account the limits on *security deposits* under clause 4.17.2 as calculated using the average of the *business customer's* last three bills.

#### **4.17.6 Interest on *security deposits***

Where a *retail entity* has received a *security deposit* from a *small customer*, the *retail entity* must pay interest, if any, to the *small customer*, on the deposit at the *contract interest rate*.

#### **4.17.7 Obligation to return a *security deposit***

- (a) Where a *small customer* has been required by a *retail entity* to pay a *security deposit*, the *retail entity* 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* of the *small customer*:
  - (i) completing one year's payment (in the case of a *residential customer*) or two years' payment (in the case of a *business customer*) by the pay-by dates on the *retail entity's* initial bills; or
  - (ii) ceasing to take supply at the relevant *premises*.
- (b) If no reasonable instructions are given by the *small customer*, a *retail entity* must credit the amount of the *security deposit*, together with accrued interest, on the *small customer's* next bill.

#### **4.17.8 Return of bank guarantee**

Where a *retail entity* has accepted a bank guarantee from a *business customer* in lieu of a *security deposit*, the *retail entity* must return the bank guarantee within 10 *business days* to the *business customer* in the circumstances set out in clause 4.17.7.

#### **4.17.9 Identification in a *retail entity's* accounts**

A *retail entity* must keep *security deposits* in a separate account and separately identify in its company accounts, at all times, the value of *security deposits* which it holds for *small customers*.

#### **4.17.10 Use of a *security deposit***

Despite clause 4.17.7, a *retail entity* may, subject to clause 4.17.11, use a *small customer's security deposit* and interest which has accrued to it to offset any amount owed by that *small customer* to the *retail entity*:

- (a) if the *small customer* fails to pay a bill resulting in disconnection of the *premises*; or
- (b) in relation to a final bill issued by the *retail entity* when the *small customer* vacates a *premises* or ceases to purchase *customer retail services* from the *retail entity* at that *premises* or asks that the *premises* be disconnected.

#### **4.17.11 No unauthorised offset for goods and services other than electricity**

The *retail entity* must not, without the *small customer's explicit informed consent*, use a *small customer's security deposit* to offset charges in respect of any goods or services (other than *customer retail services*) provided by the *retail entity*.



#### **4.17.12 Obligation to account**

The *retail entity* must account to the *small customer* for any use of the *security deposit* (and pay the balance, if any, to the *small customer*) within 10 *business days*.

#### **4.17.13 Transitional provision**

A *retail entity* is not required to return any *security deposits* (or any amount which is in excess of that permitted under clause 4.17.2) collected prior to the *FRC commencement date* until the earlier of:

- (a) the date the *customer* qualifies under clause 4.17.7(a) for its return based on:
  - (i) the one year period commencing on the *FRC commencement date* if the *customer* is a *residential customer*; or
  - (ii) the two year period commencing on the *FRC commencement date* if the *customer* is a *business customer*; and
- (b) the date the *small customer* would have qualified for its return under section 4.17.8 of the *Code* as it applied immediately prior to the *FRC commencement date*.

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### **4.18 Disconnection of a *premises***

#### **4.18.1 Disconnection**

A *retail entity* must not arrange to disconnect a *small customer's premises* except in accordance with this clause 4.18.

#### **4.18.2 Non-payment disconnection**

Subject to clauses 4.18.3 to 4.18.9, a *retail entity* may arrange to disconnect a *small customer's premises* in accordance with this clause 4.18 if a *small customer* has not paid a bill and has not:

- (a) agreed to an offer (made in accordance with clauses 4.13.10 and 4.14) of an *instalment plan* or other payment option to pay a bill; or
- (b) adhered to the *small customer's* obligations to make payments in accordance with an agreed *instalment plan* or other payment option relating to the payment of bills.

#### **4.18.3 Limitation on disconnection of *residential customers* in cases of financial difficulties**

Where, because of a lack of sufficient income on the part of a *residential customer* and any other person normally resident at the *customer's premises*, the *residential customer* is unable to pay a bill, the *retail entity* must not arrange for disconnection of the *residential customer's premises* except where the *retail entity* has, in addition to complying with the requirements of clauses 4.18.4 and 4.18.5:

- (a) used its best endeavours to contact the *residential customer* either:
  - (i) by telephone;
  - (ii) by mail;
  - (iii) by lettergram;
  - (iv) by facsimile;
  - (v) by email; or
  - (vi) by any other method approved by the *regulator* from time to time;
- (b) given the *residential customer* information on government funded concessions, rebates or grants as outlined in clause 4.13.9, if applicable, and referred the *residential customer* to the organisation responsible for that concession; and
- (c) offered the *residential customer* alternative payment options of the kind referred to in clauses 4.13 and 4.14.

#### **4.18.4 Obligations prior to disconnection of *residential customers***

Subject to clause 4.16, before the *retail entity* arranges for disconnection of any *residential customer* the *retail entity* must have:

- (a) given the *residential customer* a reminder notice;
- (b) after the expiry of the period referred to in the reminder notice, given the *residential customer* a written *disconnection warning* that states the date it was issued and that allows not less than five *business days*' notice of its intention to arrange for the disconnection (the five *business days* shall be counted from the date of issue of the *disconnection warning*); and
- (c) included details of the existence and operation of the *Energy and Water Ombudsman Queensland*, including the *Energy and Water Ombudsman Queensland's* contact details, on the *disconnection warning*.

#### **4.18.5 Circumstances when a *residential customer* may be disconnected**

- (a) Provided the *retail entity* has complied with clause 4.18.4, the *retail entity* may arrange for disconnection of the *residential customer*:
  - (i) if the *retail entity* was required to make an offer under clause 4.18.3(c), immediately if the *residential customer*:
    - (A) has refused or failed to accept the offer before the expiry of the period in the *disconnection warning*; or
    - (B) has accepted the offer, but has refused or failed to take any reasonable action towards settling the debt before the expiry of the period in the *disconnection warning*; and

- (ii) in all other circumstances, immediately after the expiry of the five *business days* period in the *disconnection warning*, if the *customer* has not rectified the situation that gave rise to the right to arrange for the disconnection of the *small customer's premises*.
- (b) Where the *retail entity* and the *residential customer* have entered into a *dual fuel contract*, or two *negotiated retail contracts* for the sale of electricity and the sale and supply of gas, under which a single bill, or two simultaneous bills, for electricity and gas are, issued to the *residential customer*, the *retail entity* may:
- (i) arrange for the disconnection of the *residential customer's* gas supply in accordance with the *dual fuel contract*; and
  - (ii) only arrange for disconnection of the *residential customer's* electricity supply 15 *business days* after disconnecting the *residential customer's* gas supply if the *residential customer* has refused or failed to take any reasonable action towards settling the debt since the date of disconnection of the *residential customer's* gas supply under subparagraph (i).

#### **4.18.6 No obligation to offer *instalment plan***

A *retail entity* is not obliged to offer an *instalment plan* as provided in clause 4.14 where the *residential customer* has in the previous twelve months had two *instalment plans* cancelled due to non payment.

#### **4.18.7 Limitation on disconnection of *business customers***

A *retail entity* must not arrange for the disconnection of a *business customer's premises* for failure to pay an account except in accordance with clauses 4.18.8 and 4.18.9.

#### **4.18.8 Obligations on *retail entity* prior to disconnection of a *business customer***

Subject to clause 4.16, before the *retail entity* arranges for disconnection of any *small business customer* the *retail entity* must have:

- (a) if requested, offered the *business customer* an extension of time to pay on terms and conditions;
- (b) given the *business customer* a reminder notice;
- (c) after the expiry of the period referred to in the reminder notice, given the *business customer* a written *disconnection warning*, with five *business days'* notice of its intention to arrange for the disconnection (the five *business days* shall be counted from the date of issue of the *disconnection warning*); and
- (d) included details of the existence and operation of the *Energy and Water Ombudsman Queensland*, including the *Energy and Water Ombudsman Queensland's* contact details, on the *disconnection warning*.

#### 4.18.9 Circumstances when a *business customer* may be disconnected

Provided the *retail entity* has complied with clause 4.18.8, the *retail entity* may arrange for the disconnection of the *business customer* immediately if the *business customer*:

- (a) has failed to request or refused or failed to accept the offer which the *business customer* could request under 4.18.8(a) before the expiry of the five *business days* period in the *disconnection warning*; or
- (b) has accepted the offer which the *business customer* could request under 4.18.8(a), but has refused or failed to take any reasonable action towards settling the debt before the expiry of the five *business days* period in the *disconnection warning*.

#### 4.18.10 Denying access to a *meter*

- (a) Where a *small customer* fails to allow, for three consecutive *scheduled meter readings*, access to the *small customer's premises* to read a *meter*, the *retail entity* may arrange for the disconnection of the *small customer's premises*.
- (b) A *retail entity* must not exercise its right to arrange for disconnection under paragraph (a) unless the *retail entity* has:
  - (i) given the *small customer* an opportunity to offer reasonable alternative access arrangements that are acceptable to the *responsible person*;
  - (ii) on each of the occasions access was denied, arranged for the *small customer* to be given written notice requesting access to the *meter* or *meters* at the *premises* and advising of the *retail entity's* ability to arrange for disconnection under this clause 4.18.10;
  - (iii) used its best endeavours to contact the *small customer* either:
    - (A) by telephone;
    - (B) by mail;
    - (C) by lettergram;
    - (D) by facsimile;
    - (E) by email; or
    - (F) by any other method approved by the *QCA* from time to time;
  - (iv) given the *small customer* a written *disconnection warning* with five *business days'* notice of its intention to arrange for the disconnection (the five *business days* shall be counted from the date of receipt of the *disconnection warning*); and
  - (v) included details of the existence and operation of the *Energy and Water Ombudsman*, including the *Energy and Water Ombudsman Queensland's* contact details, on the *disconnection warning*.

#### **4.18.11 Illegal use**

Notwithstanding any of the requirements in this clause 4.18, excepting the provisions of clause 4.18.14(a)(ii), a *retail entity* may arrange for the disconnection of a *small customer's premises* immediately where the *small customer* has fraudulently acquired or intentionally consumed electricity otherwise than in accordance with the *electricity legislation*.

#### **4.18.12 Security deposits**

- (a) A *retail entity* may arrange for the disconnection of a *small customer's premises* where the *small customer* refuses to pay a *security deposit* or provide a bank guarantee in accordance with clause 4.17.
- (b) A *retail entity* must not exercise its right to disconnect under paragraph (a) unless the *retail entity* has given the *small customer* not less than five *business days'* written notice of its intention to arrange for the disconnection (the five *business days* shall be counted from the date of receipt of the notice).

#### **4.18.13 Acceptable identification**

- (a) A *retail entity* may arrange for the disconnection of a *small customer's premises* where the *small customer* refuses to or fails to provide *acceptable identification* when requested by the *retail entity*.
- (b) A *retail entity* must not exercise its right to arrange for disconnection under paragraph (a) until the *retail entity* has:
  - (i) given the *small customer* a written notice; and
  - (ii) after the expiry of the period referred to in the reminder notice, not being less than five *business days* after it is sent, given the *residential customer* a written *disconnection warning* with five *business days'* notice of its intention to arrange for the disconnection (the five *business days* shall be counted from the date of receipt of the *disconnection warning*).

#### **4.18.14 When a *retail entity* must not arrange disconnection**

- (a) Despite any other provisions of this clause 4.18, a *retail entity* must not arrange for the disconnection of a *small customer's premises*:
  - (i) for non-payment of a bill where the amount outstanding is less than an amount approved by the *QCA* and the *small customer* has agreed with the *retail entity* to repay that amount;
  - (ii) where the *small customer* or a person residing at the *small customer's premises* has advised the *retail entity* that a person ordinarily residing at the *premises* is dependent on *life support equipment* in accordance with the provisions of clause 4.20;
  - (iii) where a *small customer* has made a complaint, directly related to the reason for the proposed disconnection, to the *Energy and Water*

*Ombudsman Queensland* or another external dispute resolution body and the complaint remains unresolved;

- (iv) where the *small customer* has formally applied for assistance from the agencies referred to in clause 4.13.9, and a decision on the application has not been made;
  - (v) where the *small customer* has failed to pay an amount on a bill which relates to the charges listed in clause 4.9.5;
  - (vi) before 8.00am or after 3.00pm on a *business day*;
  - (vii) on a Friday, on a weekend, on a public holiday or on the day before a public holiday; or
  - (viii) between 20 December and 31 December (inclusive) in any year, except where requested by a *small customer*.
- (b) In this clause 4.18.14, public holiday means a Queensland wide public holiday and a *local holiday* in the district where the *premises* is located.

#### **4.18.15 Request for final account or disconnection**

If a *small customer* requests the *retail entity* to arrange for the preparation and issue of a final bill for, or the disconnection of, the *small customer's premises*, the *retail entity* must use its best endeavours to arrange for that bill or disconnection in accordance with the *small customer's* request.

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## **4.19 Reconnection after disconnection**

### **4.19.1 Retail entity and small customer obligations**

Where a *retail entity* 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;
- (b) made a request for reconnection; and
- (c) paid any *distribution non-network charge* levied by the *distribution entity* for reconnection,<sup>5</sup>

the *retail entity* must, in accordance with clause 2.5.5(b), initiate a request for reconnection with respect to the *small customer's premises* in accordance with Chapter 5 of this *Code*.

(*Clause 2.5.5 sets out the maximum timeframes in which reconnection of a small customer's premises must occur if the small customer is entitled to reconnection.*)

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<sup>5</sup> The amount charged may be the subject of a maximum charge under the *Electricity Regulation* or Schedule 4.

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## 4.20 Special needs

### 4.20.1 *Life support equipment*

Where a *small customer* provides a *retail entity* with confirmation from a registered medical practitioner or a hospital that a person residing at the *small customer's premises* requires *life support equipment*, the *retail entity* must:

- (a) register the *premises* as having *life support equipment* and give to the *distribution entity* relevant information about the *premises* for the purposes of updating the *distribution entity's* records and registers;
- (b) not arrange for the disconnection of that *premises* while the person continues to reside at that *premises* and requires the use of *life support equipment*; and
- (c) give the *small customer* an emergency telephone contact number for the *small customer's distribution entity*.

### 4.20.2 Cessation of requirement for *life support equipment*

A *small customer* whose *premises* has been registered under this clause must inform the *retail entity* if the person for whom the *life support equipment* is required vacates the *premises* or no longer requires the *life support equipment*.

### 4.20.3 Definition of *life support equipment*

For the purposes of this *Code*, “*life support equipment*” means:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) chronic positive airways pressure respirators;
- (e) crigler najjar syndrome photo therapy equipment;
- (f) a ventilator for life support; or
- (g) in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support.

### 4.20.4 Language and large print needs

A *retail entity* must:

- (a) provide referral to multi-lingual services (for languages common to the relevant *residential customer* base) to meet the reasonable needs of its *residential customers*; and
- (b) provide, on request by a *residential customer*, large print versions of:

- (i) Chapter 4 of this *Code*, at a reasonable charge; and
- (ii) the *retail entity's Customer Charter*, free of charge.

---

## 4.21 Advice on the use of electricity

A *retail entity* must provide to a *residential customer* on request and free of charge:

- (a) general advice on how a *residential customer* may reduce its electricity costs;
- (b) to the extent available, advice on how, from whom, and at what estimated cost, a *residential customer* may arrange for an electricity audit of the *residential customer's premises*; and
- (c) advice on the typical running costs of major domestic appliances.

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## 4.22 Force majeure

### 4.22.1 Effect of *force majeure event*

If, but for this clause 4.22, a *retail entity* or a *small customer* would breach their *retail contract* due to the occurrence of a *force majeure event*:

- (a) the obligations of the *retail entity* or the *small customer*, other than an obligation to pay money, under their *retail contract* are suspended to the extent to which they are affected by the *force majeure event* for so long as the *force majeure event* or its effects continue; and
- (b) the *retail entity* or the *small customer* must use its best endeavours to give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

### 4.22.2 Deemed prompt notice

For the purposes of clause 4.22.1, if the effects of a *force majeure event* are widespread the *retail entity* will be deemed to have given a *small customer* prompt notice if it makes the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

### 4.22.3 Situations where clause 4.22.1(a) does not apply

A *retail entity* may agree with a *small customer* that the *retail entity* is not to have the benefit of clause 4.22.1(a) in respect of any *force majeure event*.

### 4.22.4 Obligation to overcome or minimise effects of *force majeure event*

A *retail entity* or a *small customer* relying on clause 4.22.1(a) by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.



#### **4.22.5 Settlement of industrial disputes**

Nothing in clause 4.22.4 requires a *retail entity* or a *small customer* to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that *retail entity* or a *small customer*.

#### **4.22.6 Non-exclusion**

Nothing in this clause 4.22 varies or excludes the operation of sections 119 and 120 of the *National Electricity Law* or sections 97 and 97A of the *Electricity Act*.

#### **4.22.7 Obligation to include force majeure clause in *negotiated retail contracts***

A *retail entity* must ensure that each *negotiated retail contract* it enters into expressly confers on the *retail entity* and the *small customer* the rights and obligations provided for in this clause 4.22, except as provided in clause 4.22.3.

## CHAPTER 5: SERVICES BETWEEN DISTRIBUTION AND RETAIL ENTITIES

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### 5.1 Application of this Chapter

This chapter applies to:

- (a) all *distribution entities*; and
- (b) all *retail entities*.

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### 5.2 Standard co-ordination agreement

For the purposes of section 55I of the *Electricity Act*, the terms of the *standard co-ordination agreement* are the terms set out in Annexure C to this *Code*.

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### 5.3 Network billing

- (a) The *distribution entities* will be responsible for the development of standardised *B2B Procedures* for network billing in Queensland, and the amendment of those *B2B Procedures* for network billing as required from time to time.
- (b) The *B2B Procedures* for network billing in Queensland will be based upon the equivalent *B2B Procedures* in New South Wales, varied as required to account for jurisdictional differences and operational efficiencies not otherwise accounted for in the New South Wales *B2B Procedures*.
- (c) The *distribution entities* will be responsible for the establishment of a consultative forum at which *retail entities* and other interested parties can participate in the development of *B2B Procedures* for network billing.
- (d) *Distribution entities* and *retail entities* must act in a cooperative and timely manner and do all such things as are reasonably necessary to establish, maintain and operate systems, processes and procedures that are compatible and compliant with the *B2B Procedures* for network billing established under clause 5.3(a).
- (e) Nothing in clause 5.3(a) prevents a *distribution entity* and *retail entity* agreeing to vary the *B2B Procedures* for network billing as it applies between those parties.
- (f) In the event that a network billing specification is approved by the *Information Exchange Committee* (or its successor), the *distribution entities* and *retail entities* agree that, from the date the national network billing specification becomes effective:
  - (i) the *B2B procedure* for network billing in Queensland established under clause 5.3(a) will cease to apply; and
  - (ii) the national network billing specification will apply.

---

## 5.4 Service requests

### 5.4.1 Purpose of clause 5.4 to 5.7

- (a) The requirements of clauses 5.4 to 5.7 operate in conjunction with the *National Electricity Rules* and the *B2B Procedures (service order process)* which form part of the *B2B Procedures* under the *National Electricity Rules*.
- (b) The purpose of clauses 5.4 to 5.7 are to identify the obligations and timeframes required to support the initiation and completion of *standard service orders* from a *retail entity* to a *distribution entity* relating to supply to a *customer's premises*.

---

## 5.5 Process for initiating

### 5.5.1 Authority for *standard service orders*

A *distribution entity* must not carry out a *standard service order* in relation to a *customer's premises* unless:

- (a) a request to do so is made by:
  - (i) a *customer's* current *retail entity*, prospective *retail entity* or former *retail entity*, as permitted by the *B2B Procedures (service order process)*; or
  - (ii) a *customer*, if the *customer* is a *wholesale market customer* in the wholesale market;
- (b) there is a relevant *emergency*; or
- (c) the activity is otherwise expressly authorised or required by the *electricity legislation*.

### 5.5.2 Initiating *standard service orders*

Unless otherwise agreed between the *retail entity* and *distribution entity*, a *retail entity* may only initiate a request of the *distribution entity* to undertake a *standard service order* by raising a *service order request* with the *distribution entity*.

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## 5.6 NMI classification

### 5.6.1 NMI classification – 'LARGE'

Where a *NMI* for a *connection point* that is the subject of a *service order request* has a *NMI classification code* of 'LARGE', the *service order request* will be carried out by the *distribution entity* in accordance with the timeframes agreed between the parties.

## 5.6.2 NMI classification – ‘SMALL’

Where a *NMI* for a *connection point* that is the subject of a *service order request* has a *NMI classification code* of ‘SMALL’, the *service order request* will be carried out by the *distribution entity* in accordance with the timeframes specified in clause 5.7.

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## 5.7 Completion of *standard service order*

### 5.7.1 Requirement to complete *standard service order*

- (a) Except as otherwise stated in clause 5.7, a *distribution entity* must complete each type of *standard service order*:
  - (i) on the date agreed (or subsequently agreed) with the *retail entity* or *retail entity* on behalf of the *customer* (as appropriate); or
  - (ii) where no date is agreed, within the period specified in clause 5.7.3.
- (b) If a *service order request* relates to a new connection, a *distribution entity* must complete the *standard service order*:
  - (i) on the date agreed (or subsequently agreed) with the *customer*, the *customer’s* electrical contractor on behalf of the *customer*, or with the *retail entity* on behalf of the *customer*; or
  - (ii) where no date is agreed and the *customer* does not require any extension of, or augmentation to, the *supply network* to enable the *premises* to be connected, then within the period specified in clause 5.7.3.
- (c) If a *service order request* relates to a new connection where the *distribution entity* deals directly with the *customer* or the *customer’s* electrical contractor on behalf of the *customer*, the *distribution entity* must use its best endeavours to immediately notify the *customer’s retail entity* of any change in circumstance likely to impact completion of the *standard service order* or the fee associated with the *standard service order*, providing such information as the *retail entity* may reasonably request.

### 5.7.2 Preconditions for completion

- (a) The timeframes for completion of a *standard service order* will commence on the later of:
  - (i) satisfaction by the *customer* or the *retail entity* (as appropriate) of all preconditions required under *electricity legislation*; and
  - (ii) receipt by the *distribution entity* of all relevant documentation, including a valid *service order request*.
- (b) Once all preconditions have been satisfied and all relevant documentation has been received, the *distribution entity* must carry out the *standard service order* in accordance with the requirements of this Chapter, the *B2B Procedures (service order process)* and the *electricity legislation*.

- (c) Where a *distribution entity* is not obliged to comply with its obligations under clause 5.7.2(a) by virtue of a failure by the *customer* or the *retail entity* to satisfy all preconditions, the *distribution entity* must comply with such obligations as soon as practicable after the satisfaction, removal or elimination of the reason for which the *standard service order* was not commenced.

### 5.7.3 Timeframes for completion

- (a) The following timeframes for completion apply to each type of *standard service order* for the respective *distribution entities* and *feeder type*.
- (b) In this clause 5.7.3, a “*business day*” does not include a *local holiday* in the district where the *premises* is located.
- (c) Unless the *small customer* has requested to be disconnected, for the purposes of this clause 5.7.3, where the relevant *customer* is a *small customer* and the *standard service order* is “disconnection”, a “*business day*” does not include a day between 20 December and 31 December (inclusive) in any year.
- (d) If the timeframe for completion of a *standard service order* for “disconnection” of *small customer’s premises* ends on a Friday or on a day before a Queensland wide or *local holiday* in the district where the *premises* is located, the *distribution entity* is not required to disconnect on that day but must disconnect by the next *business day*. This does not apply if the *small customer* has requested the disconnection.
- (e) Until the end of 30 June 2008, the time required for completion of works on *premises* in *ENERGEX’s distribution area*, other than *premises* in *excluded locations*, is six *business days* from receipt of a valid *service order* request, where the *standard service order* is “disconnection”.

#### **Premises in Ergon Energy’s distribution area**

<b>Standard service order type</b>	<b>Feeder type through which the customer’s premises is supplied</b>	<b>Time required for completion of works</b>
<b>New connection</b>	<i>CBD feeder / urban feeder</i>	5 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.
	<i>short rural feeder</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.
	<i>long rural feeder</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.
	<i>isolated feeder</i>	30 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.

<b>Standard service order type</b>	<b>Feeder type through which the customer's premises is supplied</b>	<b>Time required for completion of works</b>
<b>Reconnection</b>	<i>CBD feeder / urban feeder</i>	If a valid <i>service order request</i> is received by 1.00pm on a <i>business day</i> , then on the same day. Otherwise the next <i>business day</i> .
	<i>short rural feeder</i>	The next <i>business day</i> after receipt of a valid <i>service order request</i> .
	<i>long rural feeder / isolated feeder</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> .
<b>Disconnection</b>	<i>CBD feeder / urban feeder / short rural feeder</i>	5 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>long rural / feeder isolated feeder</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> .
<b>Special read</b>	<i>CBD feeder / urban feeder</i>	4 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>short rural feeder</i>	4 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>long rural feeder</i>	5 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>isolated feeder</i>	By the <i>business day</i> agreed between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
<b>Additions and alterations</b> <ul style="list-style-type: none"> <li>• Exchange meters</li> <li>• Install meters</li> <li>• Move meters</li> <li>• Install <i>controlled load</i></li> <li>• Install hot water meter and control equipment</li> </ul>	<i>CBD feeder / urban feeder</i>	5 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.
	<i>short rural feeder</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.
	<i>long rural feeder</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.
	<i>isolated feeder</i>	30 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.
<b>Meter Reconfigurations</b>	<i>CBD feeder / urban feeder</i>	20 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>short rural feeder</i>	By the <i>business day</i> agreed between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .

<b>Standard service order type</b>	<b>Feeder type through which the customer's premises is supplied</b>	<b>Time required for completion of works</b>
	<i>long rural feeder</i>	By the <i>business day</i> agreed between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
	<i>isolated feeder</i>	By the <i>business day</i> agreed between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
<b>Meter Investigation</b>	<i>CBD feeder / urban feeder</i>	15 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>short rural feeder</i>	15 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>long rural feeder</i>	15 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>isolated feeder</i>	30 <i>business days</i> of receipt of a valid <i>service order request</i> .
<b>Supply Abolishment</b>	<i>CBD feeder / urban feeder</i>	20 <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>short rural feeder</i>	By the <i>business day</i> agreed between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
	<i>long rural feeder</i>	By the <i>business day</i> agreed between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
	<i>isolated feeder</i>	By the <i>business day</i> agreed between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
<b>Miscellaneous Services</b>	<i>CBD feeder / urban feeder</i>	The timeframe will depend on the work requested and will be subject to commercial negotiation between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
	<i>short rural feeder</i>	The timeframe will depend on the work requested and will be subject to commercial negotiation between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
	<i>long rural feeder</i>	The timeframe will depend on the work requested and will be subject to

<i>Standard service order type</i>	<i>Feeder type through which the customer's premises is supplied</i>	<b>Time required for completion of works</b>
		commercial negotiation between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .
	<i>isolated feeder</i>	The timeframe will depend on the work requested and will be subject to commercial negotiation between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .

**Premises in ENERGEN's distribution area**

<i>Standard service order type</i>	<i>Feeder type through which the customer's premises is supplied or location of premises</i>	<b>Time required for completion of works</b>
<b>New connection</b>	<i>All feeder types</i>	5 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.
<b>Reconnection</b>	<i>All feeder types</i> but excluding <i>premises</i> in <i>excluded locations</i>	If a valid <i>service order request</i> is received by 1.00pm on a <i>business day</i> , then on the same day. Otherwise the next <i>business day</i> .
	<i>Excluded locations</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> .
<b>Disconnection</b>	<i>All feeder types</i> but excluding <i>premises</i> in <i>excluded locations</i>	5 <sup>6</sup> <i>business days</i> of receipt of a valid <i>service order request</i> .
	<i>Excluded locations</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> .
<b>Special read</b>	<i>All feeder types</i>	4 <i>business days</i> of receipt of a valid <i>service order request</i> .
<b>Additions and alterations</b> <ul style="list-style-type: none"> <li>• Exchange meters</li> <li>• Install meters</li> <li>• Move meters</li> <li>• Install <i>controlled load</i></li> <li>• Install hot water <i>meter</i> and <i>control</i></li> </ul>	<i>All feeder types</i>	10 <i>business days</i> of receipt of a valid <i>service order request</i> and all relevant documentation.

<sup>6</sup> This is subject to the transitional provisions in clause 5.7.3(e).



<i>Standard service order type</i>	<i>Feeder type through which the customer's premises is supplied or location of premises</i>	<b>Time required for completion of works</b>
<i>equipment</i>		
<b>Meter Reconfigurations</b>	<i>All feeder types</i>	<i>20 business days of receipt of a valid service order request.</i>
<b>Meter Investigation</b>	<i>All feeder types</i>	<i>15 business days of receipt of a valid service order request.</i>
<b>Supply Abolishment</b>	<i>All feeder types</i>	<i>20 business days of receipt of a valid service order request.</i>
<b>Miscellaneous Services</b>	<i>All feeder types</i>	The timeframe will depend on the work requested and will be subject to commercial negotiation between the <i>distribution entity</i> and the <i>retail entity</i> after receipt of a valid <i>service order request</i> .

### 6.1 Application of this Chapter

#### 6.1.1 Application

This Chapter applies to:

- (a) all *distribution entities*;
- (b) all *retail entities*; and
- (c) unless otherwise specified, in relation to all *customers* for a *NMI premises* connected to a *supply network* forming part of the national grid.

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### 6.2 Compliance obligations

#### 6.2.1 Contracting *customer* transfer functions

A *distribution entity* or a *retail entity* must only contract with or engage another party to perform a function in relation to a *customer* transfer on the basis that the other party agrees to comply with Chapter 6 of this *Code*.

#### 6.2.2 Compliance with *MSATS* procedures

A *distribution entity* or a *retail entity* must comply with any *MSATS* procedures as developed and published by *AEMO* from time to time pursuant to the *National Electricity Rules*.

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### 6.3 Consent

#### 6.3.1 Obligation to obtain consent

- (a) A *retail entity* must not initiate the creation of a *NMI* or initiate or effect the transfer of a *customer* without obtaining the *explicit informed consent* of that *customer*.
- (b) While section 55G of the *Electricity Act* is in force, *Ergon Energy* and its subsidiaries are not required to comply with this clause 6.3.1.

#### 6.3.2 Form and retention of consent

- (a) A *retail entity* may obtain the *explicit informed consent* of a *customer*:
  - (i) in writing signed by the *customer*;
  - (ii) verbally; or
  - (iii) by electronic communication signed by the *customer*.

- (b) A *retail entity* must retain records of any *explicit informed consent* obtained under Chapter 6 of this *Code* for at least two years.
- (c) Records retained under clause 6.3.2(b) must be retained by the *retail entity* in a format which permits the *retail entity* to answer any enquires relating to a *customer's explicit informed consent* by that *customer*, the *QCA*, the *Energy and Water Ombudsman Queensland* or any other entity permitted by *electricity legislation* to access that information.

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## 6.4 **NMI discovery**

### 6.4.1 **NMI and NMI checksum**

- (a) A *distribution entity* must within one *business day* of a *retail entity's* request provide that *retail entity* with the *NMI* and *NMI checksum* for a *NMI premises*.
- (b) A request made by a *retail entity* under paragraph (a) may be made by reference to a:
  - (i) unique *meter* identifier held by the *distribution entity* and advised to the *retail entity*;
  - (ii) *NMI* address; or
  - (iii) *DPID* (as that term is defined in the *CATS Procedures*).
- (c) Where a request made under paragraph (a) does not return a *unique match*, the *distribution entity* must provide all the returned matches to the *retail entity*, provided that if there are more than 99 matches, only the first 99 returned matches need be provided to the *retail entity*.
- (d) Where a request made under paragraph (a) returns a *unique match*, the *distribution entity* must, unless otherwise advised by the *retail entity*, provide that *NMI* and *NMI checksum* for the relevant *NMI premises*.

### 6.4.2 **NMI standing data**

- (a) A *distribution entity* must within one *business day* of a *retail entity's* request provide that *retail entity* with the *NMI standing data* for a *NMI premises*.
- (b) A request made under paragraph (a) may only be made by reference to a *NMI*.

### 6.4.3 **Information must not be available though MSATS**

A request under clauses 6.4.1(a) or 6.4.2(a) may only be made by a *retail entity* if the relevant *NMI*, *NMI checksum* or *NMI standing data* are not available to that *retail entity* through *MSATS*.

#### 6.4.4 Transitional provisions

For:

- (a) in relation to all *distribution entities*, a period of three months from the *FRC commencement date*; and
- (b) in relation to *Ergon Energy*, the entire period *Ergon Energy* is operating under the *minimalist transitioning approach*,

the relevant *distribution entity* will have two *business days* to provide the relevant data in response to a request under clause 6.4.1(a) or 6.4.2(a) rather than one *business day*.

---

### 6.5 Initiation of transfers by *retail entities*

#### 6.5.1 Proposed transfers

- (a) A proposed transfer of a *customer's NMI* to a new *retail entity* must be initiated by the new *retail entity* in accordance with any *MSATS* procedures as developed and published by *AEMO* from time to time pursuant to the *National Electricity Rules*. The proposed transfer may be initiated prior to the expiry of any applicable cooling off period in the *retail contract* between the new *retail entity* and the *customer*.
- (b) A *retail entity* must ensure that a transfer is not completed until the applicable cooling off period under the relevant *retail contract* has expired.

#### 6.5.2 Cancellation of transfer

Where a *retail entity* has initiated a transfer in accordance with clause 6.5.1, it must cancel the *customer* transfer request in accordance with any *MSATS* procedures as soon as practicable where the *retail contract* is terminated by the *customer* during any applicable cooling-off period.

---

### 6.6 *Meter read methods*

- (a) All permitted forms of *meter* readings used for the purposes of transferring a *customer* must be performed in accordance with the *electricity legislation*.
- (b) Subject to paragraph (c), a transfer on an *actual meter reading* date must be based on an *actual meter reading* that is a *scheduled meter reading* or a *special meter reading* which:
  - (i) conforms with the *CATS Procedures* retrospectivity rule; or
  - (ii) occurred after the *customer* entered into the new *retail contract*.
- (c) A *retail entity* must not transfer a *customer* on the basis of a *special meter reading*, unless it obtains *explicit informed consent* from that *customer* to:
  - (i) conduct the *special meter reading*; and

- (ii) charge the *customer* for that *special meter reading* a fee which must be disclosed to the *customer*.
- (d) A *retail entity* is not obliged to obtain *explicit informed consent* under clause 6.6(c) if it does not charge the *customer* for that *special meter reading*.

---

## 6.7 Notification of non-occurrence of transfer

Where a proposed new *retail entity* has previously advised a *customer* of the expected date of completion of a *NMI* transfer and that *NMI* transfer does not occur on that date and is not expected to occur within one month of that date, the *retail entity* must, within a reasonable time of becoming aware of the non-occurrence of the *NMI* transfer, use its best endeavours to advise the *customer*:

- (a) that the *customer* transfer did not occur;
- (b) of the reasons for the delay; and
- (c) of the new expected date of completion of the *customer* transfer (if it is still proceeding).

---

## 6.8 Minimalist transitioning approach

### 6.8.1 Application

- (a) *Ergon Energy* is declared, at the *FRC commencement date*, to be operating under the *minimalist transitioning approach*.
- (b) The *QCA* may issue a notice to *Ergon Energy* declaring it will no longer be operating under the *minimalist transitioning approach* from the date 12 months from the date of the notice.
- (c) *Ergon Energy* must include a notice on its website stating the *minimalist transitioning approach* applies to it until the *minimalist transitioning approach* ceases to apply to it.
- (d) The *QCA* will review whether to issue a notice in accordance with paragraph (b) on an annual basis. In conducting this review, the *QCA* must consult with *Ergon Energy*, *retail entities* and any other person who has a legitimate interest in whether such a notice is to be issued.
- (e) Clauses 6.8.2 and 6.8.5 only apply to *Ergon Energy* while it operates under the *minimalist transitioning approach*.

### 6.8.2 Discovery requests under a *minimalist transitioning approach*

- (a) *Ergon Energy* must have the capacity to process a minimum of 150 requests each *business day* in total under clauses 6.4.1(a) and 6.4.2(a).
- (b) If more than 150 requests are received in total under clauses 6.4.1(a) and 6.4.2(a) by *Ergon Energy* in a *business day* then *Ergon Energy* will employ a

combination of the following measures as appropriate to minimise or temporarily change transaction completion times:

- (i) increase the resources available for completing requests for information from *retail entities*, for example by increasing the total number of resources or the hours during which requests are processed;
  - (ii) increase the time for completing requests for information from *retail entities* beyond two *business days*; and
  - (iii) institute a queuing policy on the basis of the order of the receipt of requests for information from *retail entities*.
- (c) If *Ergon Energy* is consistently receiving more than 150 requests in total under clauses 6.4.1(a) and 6.4.2(a) and reasonably expects that it is unable to complete these within two *business days* then it must advise affected *retail entities*:
- (i) which of the measures it is taking to minimise transaction completion times; and
  - (ii) of the revised expected timeframes for completing requests for information.

### **6.8.3 NMI creation requests under a *minimalist transitioning approach***

- (a) *Ergon Energy* must have the capacity to process a minimum of 40 *NMI* creation requests each *business day* under clause 6.8.4.
- (b) If more than 40 *NMI* creation requests under clause 6.8.4 are received by *Ergon Energy* in a *business day* then *Ergon Energy* will employ a combination of the following measures as appropriate to minimise or temporarily change *NMI* creation completion times:
- (i) increase the resources available for initiating *NMI* creations, for example by increasing the total number of resources or the hours during which *NMI* creation requests are processed;
  - (ii) increase the time for initiating *NMI* creations beyond two *business days*; and
  - (iii) institute a queuing policy on the basis of the order of receipt of *NMI* creation requests.
- (c) If *Ergon Energy* is consistently receiving more than 40 *NMI* creation requests under clause 6.8.4 and reasonably expects that it is unable to initiate the requests in *MSATS* within two *business days*, then it must advise affected *retail entities*:
- (i) which of the measures it is taking to minimise the timeframe for initiating *NMI* creations in *MSATS*; and
  - (ii) of the revised expected timeframes for initiating in *MSATS* the *NMI* creations requested.

#### **6.8.4 Request to create a *NMI***

Where the *NMI* that is the subject of a proposed transfer is a *small customer's NMI* of *Ergon Energy* and that *NMI* is not in *MSATS*, the new *retail entity* must request the *distribution entity* to create the *NMI* and associated standing data in *MSATS* as soon as practicable after a *negotiated retail contract* has been entered into between the *customer* and the new *retail entity*.

#### **6.8.5 Population of *MSATS***

*Ergon Energy*, while operating under the *minimalist transitioning approach*, will provide to *AEMO* the *NMI* and each required item of *NMI standing data* in respect of each *connection point* for which it is the *distribution entity* for those *NMIs*:

- (a) with a *NMI* classification code of “LARGE”; or
- (b) that have been the subject of a transfer request.

## CHAPTER 7: RETAIL MARKETING CONDUCT

### Preamble

The *Telecommunications Act 1997*, the *Do Not Call Register Act 2006* and the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* of the Commonwealth may also apply to retail marketers carrying out energy marketing activities. Chapter 7 of this *Code* is intended to operate in conjunction with these laws of general application. To the extent that there is any inconsistency between this Chapter and an applicable Commonwealth or State law, that law will take precedence.

Sections 120ZL and 120ZN of the *Electricity Act* deal with the interaction of this Chapter and the *Fair Trading Act*.

---

### 7.1 Application of this Chapter

#### 7.1.1 Application

Subject to clauses 7.1.2 and 7.1.3, this Chapter applies to:

- (a) all *retail entities*;
- (b) in respect of clause **Error! Reference source not found.**, in relation to *large customers*; and
- (c) unless otherwise specified, in relation to *small customers*,

and *non-regulated marketers* are encouraged to comply with this Chapter 7.

#### 7.1.2 Non-application to *Ergon Energy*

While section 55G of the *Electricity Act* is in force, *Ergon Energy* and its subsidiaries are not required to comply with this Chapter 7.

#### 7.1.3 Non-application by agreement

This Chapter 7, or specified provisions of this Chapter 7, will not apply to a *retail entity*, or a *marketer* acting on the *retail entity's* behalf, where the *retail entity* has agreed in writing with a *customer*, by obtaining that *customer's explicit informed consent*, that this Chapter 7, or specified provisions of this Chapter 7, will not apply in respect of that *customer*, if:

- (a) the *customer*:
  - (i) is a *business customer*;
  - (ii) has one or more *premises* or a group of *premises*;
  - (iii) is a *small customer* in respect of one or more of those *premises*; and



- (b) the aggregate of the actual or expected annual energy consumption level for those *premises* equals or exceeds:
  - (i) in the case of a proposed electricity contract, 100MWh of electricity per annum; or
  - (ii) in the case of a proposed *dual fuel contract*, 100MWh of electricity per annum or 1TJ of gas per annum.

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## 7.2 Compliance

### 7.2.1 Compliance

- (a) A *retail entity* is responsible under this Chapter 7 for the conduct of any person who is employed, engaged or authorised by the *retail entity* to carry out *marketing* on the *retail entity's* behalf, including a *non-regulated marketer* whose actions result, or are intended to result, in the *retail entity* entering into a *retail contract* with a *small customer* for the provision of *customer retail services*.
- (b) A *retail entity* will not be responsible for the conduct of a *non-regulated marketer* who is employed, engaged or authorised by a *small customer* or group of *small customers* to act on their behalf, whose actions result, or are intended to result, in the *small customer* or group of *small customers* entering into a *retail contract* with a *retail entity* for the provision of *customer retail services*.

### 7.2.2 Statement of compliance

A *retail entity* must use its best endeavours to obtain a written statement from a *non-regulated marketer* confirming the *non-regulated marketer's* compliance with this Chapter 7 where the *non-regulated marketer* has introduced a *small customer* to the *retail entity* or has arranged or facilitated a *retail contract* on behalf of that *retail entity*.

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## 7.3 General conduct standards

A *marketer* or *salesperson* must while engaged in *marketing*:

- (a) comply with all applicable Commonwealth and State laws;
- (b) not engage in misleading, deceptive or unconscionable conduct, whether by act or omission;
- (c) not exert undue pressure on a *small customer*, nor harass or coerce a *small customer*;
- (d) use words and images that promote *small customers'* comprehension of *retail contracts*;
- (e) ensure that information provided to *small customers* is truthful and in plain language;

- (f) ensure that information provided to individual *small customers* is relevant to that *small customer's* circumstances; and
- (g) provide only timely, accurate, verifiable and truthful comparisons.

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## 7.4 Time of contact

### 7.4.1 Door knocking

Except by prior appointment, a marketer or salesperson must not visit a small customer for the purpose of marketing a retail contract:

- (a) at any time on a Sunday or a public holiday; or
- (b) on a Saturday:
  - (i) between midnight and 9.00 a.m.; or
  - (ii) between 5.00 p.m. and midnight; or
- (c) on any other day:
  - (i) between midnight and 9.00 a.m.; or
  - (ii) between 6.00 p.m. and midnight.

### 7.4.2 Telephone marketing

Except by prior appointment, a *marketer* or *salesperson* must not telephone a *small customer* for the purpose of *marketing a retail contract*:

- (a) at any time on a Sunday or a public holiday; or
- (b) on a Saturday:
  - (i) between midnight and 9.00 a.m.; or
  - (ii) between 5.00 p.m. and midnight; or
- (c) on any other day:
  - (i) between midnight and 9.00 a.m.; or
  - (ii) between 8.00 p.m. and midnight.

---

## 7.5 Marketing contacts

### 7.5.1 Identification

As soon as practicable following the commencement of any *marketing contact* with a *small customer*, a *marketer* or *salesperson* must advise the *small customer* of:

- (a) the purpose of the *marketing contact*;

- (b) the name of the *salesperson*; and
- (c) the name of the *marketer* and, if different, the name of the *retail entity* on whose behalf the *marketer* is acting.

### 7.5.2 Contact details

Prior to completion of a *marketing contact* with a *small customer*, the *marketer* or *salesperson* must use its best endeavours to provide a *small customer* with contact details for the *marketer* and, if different, the *retail entity* on whose behalf the *marketer* or *salesperson* is acting.

### 7.5.3 Termination of *marketing contacts*

- (a) If a *small customer* requests the termination of a *marketing contact*, the *marketer* or *salesperson* must:
  - (i) immediately comply with that request;
  - (ii) refrain from contacting that *small customer* again for the purposes of *marketing* or for an incidental or related purpose for a period of 30 days from the date of the request, unless otherwise advised by the *small customer*;
  - (iii) advise the *small customer* of the existence of the dispute resolution service provided by the *marketer*, or, if the *marketer* is not a *retail entity*, the *retail entity* on whose behalf the *marketer* or *salesperson* is acting; and
  - (iv) if requested by the *small customer*, provide details, including contact details, of that dispute resolution service.
- (b) To avoid doubt, paragraph (a) does not apply where a *small customer* defers a *marketing contact* to another date.

### 7.5.4 *Marketing in person*

- (a) A *marketer* or *salesperson* who makes a *marketing contact* by visiting a *small customer* must wear an identification card on his or her chest containing:
  - (i) a photograph of the *marketer* or *salesperson*; and
  - (ii) the name of the *marketer* or *salesperson* and, if different, the *retail entity* on whose behalf the *marketer* is acting.
- (b) A *marketer* or *salesperson* who makes a *marketing contact* by visiting a *small customer* must also provide the *small customer* with:
  - (i) the *retail entity*'s telephone number for enquiries, verifications and complaints; and
  - (ii) the address (not being a post office box) of the *retail entity* on whose behalf the *marketer* or *salesperson* is acting as soon as practicable and in any event before starting to negotiate.

### **7.5.5 Information and details to be provided in writing where *marketing* is in person**

Information or details required to be provided to a *small customer* under clause 7.5.1, 7.5.2 or 7.5.3 must be provided to the *small customer* in writing if the *marketer* or *salesperson* is making the *marketing contact* by visiting the *small customer*.

### **7.5.6 *Marketing* by telephone**

A *marketer* or *salesperson* who makes a *marketing contact* with a *small customer* by telephone must use its best endeavours to:

- (a) comply with the requirements of clauses 7.5.1 and 7.5.2; and
- (b) provide the *small customer* with sufficient contact details so that the *small customer* can contact the *marketer* or a *salesperson* by return telephone call if he or she requires.

### **7.5.7 *Marketing* by electronic means**

A *marketer* or *salesperson* who makes a *marketing contact* with a *small customer* by means of an electronic communication must:

- (a) comply with the requirements of clauses 7.5.1 and 7.5.2; and
- (b) provide the *small customer* with sufficient contact details so that the *small customer* can contact the *marketer* or a *salesperson* by return electronic communication if he or she requires.

### **7.5.8 Record keeping standards**

To enable the identification of *marketers* and *salespeople* by *small customers* and to assist *marketers* and *small customers* in dealing with enquiries, verifications and complaints, a *marketer* must, for at least one year from the date of a *marketing contact*, use its best endeavours to keep records of:

- (a) all *marketing contacts* with *small customers*, whether initiated by the *marketer* or the *small customer*;
- (b) *small customer* requests not to be contacted by the *marketer*; and
- (c) *marketing contacts* which have been terminated at the request of the *small customer*.

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## **7.6 Written disclosure statement**

When a *marketing contact* results, or is intended to result, in a *small customer* entering into a *negotiated retail contract*, or when a *small customer* contacts a *marketer* for the purposes of entering into a *negotiated retail contract*, the following information must be provided in writing to the *small customer* by the *marketer* in a written disclosure statement at the time the *negotiated retail contract* is entered into or, if the contract is entered into over the telephone, within two *business days* of the *negotiated retail contract* being entered into:

- (a) the name and address for service of the *marketer*, or, if different, the *retail entity* on whose behalf the *marketer* is acting;
- (b) the postal address, facsimile number and email address of the *marketer* or, if different, the *retail entity* on whose behalf the *marketer* is acting;
- (c) the date of commencement of the *negotiated retail contract*;
- (d) the prices, charges, tariffs and service levels that will be applicable in respect of the *negotiated retail contract*;
- (e) if the prices, charges, tariffs or service levels are able to be changed by the *retail entity* under the *negotiated retail contract*, the manner in which any such change may be effected;
- (f) the costs to the *small customer* associated with entering into the *negotiated retail contract*, outside of the prices, charges and tariffs payable (including any costs associated with the provision of infrastructure such as *meters*);
- (g) the type and frequency of bills which will be rendered under the *negotiated retail contract*;
- (h) the payment methods and options which are available in respect of the *negotiated retail contract*;
- (i) the early termination charges which may apply in the event that the *small customer* terminates a *fixed-term contract* prior to its expiry date and the method of calculation of those charges;
- (j) the enforcement expenses which may become payable in the event of a breach of the *negotiated retail contract* by the *small customer*;
- (k) the dispute resolution options which are available to *small customers*;
- (l) details of the right conferred on the *small customer* to rescind the *negotiated retail contract* in accordance with the *Code*;
- (m) if a commission, fee or reward is to be paid for the introduction of business to the *retail entity*:
  - (i) a statement of that fact;
  - (ii) details of the person by whom the commission, fee or reward is payable; and
  - (iii) details of the person to whom the commission, fee or reward is payable.

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## 7.7 Consent

- (a) Whenever a *marketer* is required to obtain the consent of a *small customer*, including the consent to enter into a *retail contract*, that consent must be the *explicit informed consent* of a *small customer* obtained only after timely, accurate, verifiable and truthful information on the consequences of providing

consent has been made available to the *small customer* by the *marketer* (for example, through the use of a disclosure statement under clause 7.6).

- (b) A *marketer* must retain records of any *explicit informed consent* obtained under this *Code* for at least two years.
- (c) Records retained under paragraph (b) must be retained by the *marketer* in a format which permits the *marketer* to answer any enquiries relating to a *customer's explicit informed consent* by that *small customer*, the *QCA*, the *Energy and Water Ombudsman Queensland* or any other entity permitted by *electricity legislation* to access that information.

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## 7.8 Training and product knowledge

A *marketer* must ensure that the *marketer's* employees, agents and contractors have sufficient training and knowledge so as to be able to comply with Chapter 7 of this *Code* and all other relevant legislative requirements.

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## 7.9 Privacy

While engaged in *marketing*, a *marketer* must, in dealing with a *small customer's customer information*, comply with the *Privacy Act 1988* (Cwlth).

A *marketer* must inform a *small customer* of the *marketer's* privacy obligations at the request of the *small customer*.

### 8.1 Application of this Chapter

#### 8.1.1 Application

Subject to clause 8.1.2, this Chapter applies to all *retail entities* and, with respect to clause 8.5.5, all *distribution entities*.

#### 8.1.2 Non-application to *Ergon Energy*

While section 55G of the *Electricity Act* is in force, *Ergon Energy* and its subsidiaries are only required to comply with clause 8.5 of this Chapter 8.

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### 8.2 Price fact sheets

#### 8.2.1 Publishing price fact sheets

For each *negotiated retail contract* that a *retail entity* offers to *residential customers* the *retail entity* must, in relation to that *negotiated retail contract*:

- (a) publish a price fact sheet on its website;
- (b) in combination with, or included within, any written disclosure statement provided to a *residential customer* under the requirements of clause 7.6 of this *Code*, provide a price fact sheet; and
- (c) provide a price fact sheet to a *residential customer* on request.

#### 8.2.2 Form of price fact sheet

A price fact sheet published or provided in accordance with clause 8.2.1 may take the form of an *energy price fact sheet* that complies with the requirements of the *AER Retail Pricing Information Guideline*. This does not include a requirement that an *energy price fact sheet* be generated by the AER Price Comparator website ([www.energymadeeasy.gov.au](http://www.energymadeeasy.gov.au)); or that it be identified by a unique reference code, or a unique name and unique reference code, generated by that website; or that it include information about that website.

Nothing in this clause 8.2 restricts a *retail entity* providing the price fact sheets in conjunction with other *marketing* or information material.

#### 8.2.3 Expression of price information

In any promotional or *marketing* information provided by a *retail entity* or on behalf of a *retail entity* to a *residential customer*, prices must be expressed as inclusive of *GST*.

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## 8.3 Provision of information to the QCA

### 8.3.1 Provision of information to the QCA

In relation to each type of *negotiated retail contract* that a *retail entity* offers to *residential customers*, the *retail entity* must provide the *QCA* with accurate and full information about that type of *negotiated retail contract*.

A *retail entity* may satisfy its obligations under this clause 8.3.1 by providing the *QCA* with information in the form of an *energy price fact sheet* that complies with the requirements of the *AER Retail Pricing Information Guideline*. This does not include a requirement that an *energy price fact sheet* be generated by the AER Price Comparator website ([www.energymadeeasy.gov.au](http://www.energymadeeasy.gov.au)); or that it be identified by a unique reference code, or a unique name and unique reference code, generated by that website; or that it include information about that website.

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## 8.4 Price comparator

### 8.4.1 Development of price comparator

- (a) The *QCA* must develop and make available on its website a price comparator so that a *residential customer* can compare an offer it receives to enter into a *negotiated retail contract* against the types of *negotiated retail contracts* offered by *retail entities* and the *standard retail contract*.
- (b) The price comparator must:
  - (i) be developed with the objective of enabling *residential customers* to compare types of *negotiated retail contracts* and the *standard retail contract*;
  - (ii) prompt the *residential customer* to provide details of electricity consumption from their bills (up to four) and details from any offer they have received from a *retail entity*; and
  - (iii) show the estimated annual electricity costs under each type of *negotiated retail contract* and *standard retail contract* when electricity consumption details are entered by *residential customers* and any savings the *residential customer* could make by entering into a *standard retail contract* or a *negotiated retail contract* other than the offer they have received from the *retail entity*.
- (c) The price comparator will only be a guide and this should be made clear to *residential customers* that use the price comparator.
- (d) The price comparator need only deal with price components of *negotiated retail contracts* in monetary terms and need not deal with non-cash rewards such as vouchers, discounts on other products or services or any eligibility for an energy concession in financial comparisons. However, the price comparator must include a field that provides for a text description of any non-cash rewards offered by the *retail entity* under the contract.



- (e) Nothing in this clause 8.4 prohibits the *QCA* developing and making available a single price comparator that compares prices for the provision of both electricity and gas.

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## 8.5 Review of developments in full retail competition

### 8.5.1 *QCA* monitoring and reporting role

The *QCA* must,

- (a) monitor the development of the Queensland electricity market by reviewing the data provided by all *retail entities* under clauses 8.5.2 to 8.5.4 and by all *distribution entities* under clause 8.5.5 and 8.5.6;
- (b) publish on a quarterly basis in aggregate:
  - (i) the number of *LARGE* and *SMALL NMIs*;
  - (ii) the indicative number of *market NMIs* relating to *large customers*; and
  - (iii) the indicative number of *market NMIs* relating to *small customers*;
- (c) publish on a quarterly basis by *retail entity* the information on *customer disconnections* provided by *retail entities* under clause 8.5.3; and
- (d) publish on a quarterly basis by *retail entity* the information on *customer complaints* provided by the *retail entities* under clause 8.5.4.

### 8.5.2 *Retail entities* to supply the number of market and non-market customers

- (a) Each *retail entity* must, within one month after the end of each *quarter*, provide to the *QCA* the number of large and small *market NMIs* as at the end of that previous *quarter*.
- (b) Each *retail entity* must, within one month after the end of each *quarter*, provide to the *QCA* the number of large and small *non-market NMIs* as at the end of that previous *quarter*.

### 8.5.3 *Retail entities* to supply customer disconnection data

Each *retail entity* must, within one month after the end of each *quarter*, supply to the *QCA* data that details:

- (a) the total number of the *retail entity's small business customers* that were disconnected;
- (b) the number of the *retail entity's small business customers* that were disconnected in each of the following categories;
  - (i) due to non payment;
  - (ii) at a *premises* due to non payment but who have been reconnected with the same name at the *premises*;

- (iii) at a *premises* due to non payment but who have been reconnected within seven days with the same name at the *premises*;
- (c) the total number of the retail entity's *small residential customers* that were disconnected;
- (d) the number of the retail entity's *small residential customers* that were disconnected in each of the following categories:
  - (i) due to non payment;
  - (ii) at a *premises* due to non payment but who have been reconnected with the same name at the *premises*;
  - (iii) at a *premises* due to non payment but who have been reconnected within seven days with the same name at the *premises*;
  - (iv) at a *premises* due to non payment and who hold a pensioner or concession card; and
  - (v) at a *premises* due to non payment and who hold a pensioner or concession card, but who have been reconnected with the same name at the *premises*.
- (e) the number of the *retail entity's small residential customers* that:
  - (i) are participating in a hardship program;
  - (ii) were denied access to a hardship program; and
  - (iii) have exited a hardship program.
- (f) the average debt on entry to a *retail entity's* hardship program, of the *retail entity's small residential customers* that are participating in that hardship program,
- (g) the average length of time the retail entity's *small residential customers* that are participating in a hardship program remain in that program

for the previous quarter.

#### **8.5.4 Retail entities to supply customer complaint data**

Each *retail entity* must, within one month after the end of each quarter, supply to the *QCA* data that details the number of complaints received from *small customers* (separated into those received from *small business customers* and *small residential customers*) in respect of their actions or omissions as a *retail entity*, for the following categories:

- (a) total number of complaints;
- (b) billing or account complaints;
- (c) marketing complaints; and

- (d) other complaints,  
for the previous quarter.

#### **8.5.5 Distribution entities to supply number of NMI premises**

- (a) Each *distribution entity* must, within one month after the end of each *quarter* provide to the *QCA* the number of large and small *NMI premises* as at the end of that previous *quarter*.
- (b) *Ergon Energy* and its subsidiaries will exclude all *NMI premises* on *supply networks* not forming part of the national grid from the information provided to the *QCA* under clause 8.5.5(a).

#### **8.5.6 Distribution entities to supply disconnection data**

Each *distribution entity* must, within one month after the end of each *quarter*, provide the *QCA* data that details:

- (a) the total number of *small business customers* that were disconnected at the instigation of the distribution entity;
- (b) the number of *small business customers* that were disconnected at the instigation of the distribution entity for non payment;
- (c) the number of *small business customers* that were disconnected at the instigation of the distribution entity for safety reasons;
- (d) the number of *small business customers* that were disconnected at the instigation of the distribution entity for other reasons;
- (e) the total number of *small residential customers* that were disconnected at the instigation of the distribution entity;
- (f) the number of *small residential customers* that were disconnected at the instigation of the distribution entity for non payment;
- (g) the number of *small residential customers* that were disconnected at the instigation of the distribution entity for safety reasons;
- (h) the number of *small residential customers* that were disconnected at the instigation of the distribution entity for other reasons;
- (i) the total number of *small business customer disconnections* and the number of *small business customer disconnections* due to non payment that the distributor performed at the request of each retail entity,
- (j) the total number of *small residential customer disconnections* and the number of *small residential customer disconnections* due to non payment that the distributor performed at the request of each retail entity,

for the previous *quarter*.

## CHAPTER 9: METERING

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### 9.1 Application

#### 9.1.1 Purpose

The purpose of this Chapter is to regulate those matters that relate to electricity metering for:

- (a) *connection points* for type 7 *metering installations* where the relevant *customer* is, or is taken to be, an excluded customer under the *Electricity Act*; and
- (b) *points of supply* in *isolated power systems*.

#### 9.1.2 Application of this chapter

This chapter applies:

- (a) to all *distribution entities* in regard to metering for those matters specified in clause 9.1.3;
- (b) to all *area retail entities* in regard to:
  - (i) metering to the extent specified in clause 9.1.3; and
  - (ii) their *first-tier connection points* in relation to clause 9.4.8; and
- (c) to *isolated generators* that operate in parallel with electricity supplied from a *distribution entity's supply network*. To avoid doubt, a *generator* in this *Code* includes an *IES generator* and other very small *generators*.

#### 9.1.3 Scope

- (a) This Chapter applies to type 1 to 7 *metering installations* that are not covered by the *National Electricity Rules*, being *connection points* where the *customer* for the relevant *premises* is, or is taken to be, an excluded customer under the *Electricity Act*.
- (b) This chapter applies to *card operated meters*.
- (c) This chapter applies to *metering installations* located in *isolated power systems*.
- (d) This chapter applies to *interval meters*. However, an *interval meter* will be either read remotely (a type 1 to 4 *metering installation*) or the accumulation display will be manually read (a type 6 *metering installation*). There is no obligation on the *responsible person* to manually read the *interval energy data* from an *interval meter* (a type 5 *metering installation*).
- (e) A *distribution entity* may only classify a *connection point* as a type 7 *metering installation* if the *metering installation* meets the criteria for the classification of a type 7 *metering installation* in Schedule 7.2.3 of the *National Electricity Rules*.

- (f) This Chapter does not regulate metering requirements for *connection points* that may be classified as *first-tier*, *second-tier*, market load or intending load in accordance with clause 2.3.1 of the *National Electricity Rules*.

#### **9.1.4 Responsibility for meter provision and energy data services**

- (a) The *distribution entity* or the *area retail entity*, at the *area retail entity's* discretion, is the *responsible person* for *first-tier* type 1, type 2, type 3 and type 4 *metering installations*.
- (b) The *distribution entity* is the *responsible person* for *first-tier* type 5, type 6 and type 7 *metering installations*.
- (c) The *responsible person* is responsible for the provision, installation, replacement, maintenance, inspection and testing of the *metering installation* at the *metering point*.
- (d) The *responsible person* is responsible for the reading and processing of *energy data* for *metering installations*.
- (e) The *distribution entity* is responsible for determining the *connections points* or *points of supply* allowed to be type 7 *metering installations* in accordance with clause 9.1.3(e).

#### **9.1.5 Background information**

The references contained in clause 1.5 of Part A of the *Metrology Procedure* provide background information to this Chapter.

#### **9.1.6 Interpretation**

- (a) In this Chapter 9, a reference to ‘Schedule’ is a reference to a Schedule in the *Metrology Procedure* unless otherwise specified.
- (b) The volume threshold for a *connection point*, other than determining the volume threshold for a *metering installation*, should be determined in accordance with the methodology for deciding the classification of *customers* contained in the *Electricity Regulations*.

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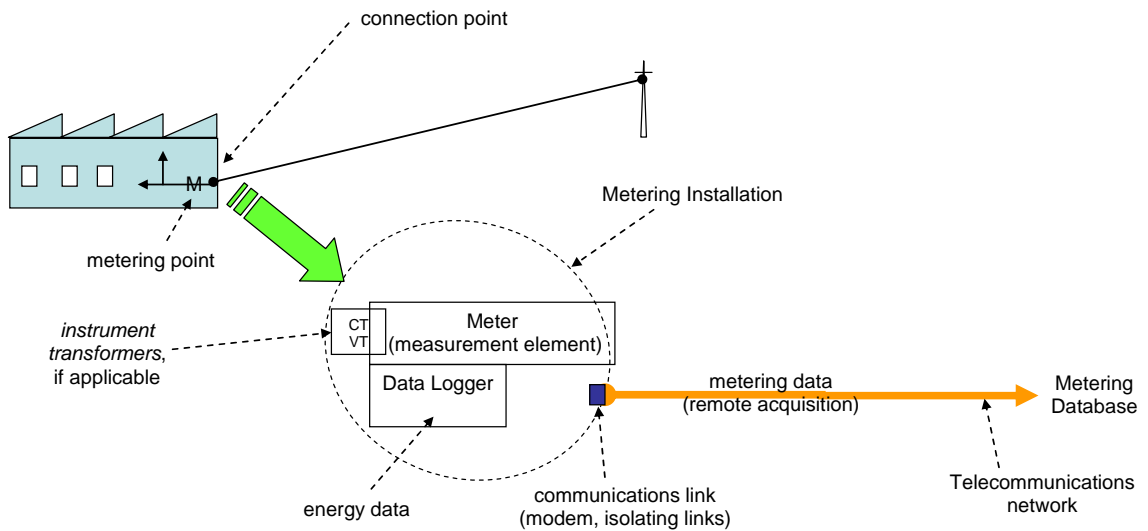
## **9.2 Preliminary issues**

### **9.2.1 Metering installation components**

- (a) Primary components associated with the *metering installation* for a *connection point* or a *point of supply*, where applicable, are identified as:
  - (i) the *metering point*;
  - (ii) the *current transformers* and *voltage transformers*, as applicable;
  - (iii) the *measurement element*;
  - (iv) the *data logger*;

- (v) the *communications link*;
  - (vi) *energy data services* within the *communication link*;
  - (vii) testing and inspection; and
  - (viii) management, maintenance and auditing.
- (b) In addition to the primary components specified in paragraph (a) above, the *metering installation* includes the *distribution entity's control equipment* for the purpose of this Chapter 9.
- (c) The primary components, their characteristics and associated service requirements as itemised in Schedules 1 to 6 of the *Metrology Procedure* apply to this *Code*, except where varied in this Chapter 9.
- (d) The following indicative diagram applies to a type 1 to 4 *metering installation* installed at a *point of supply*:

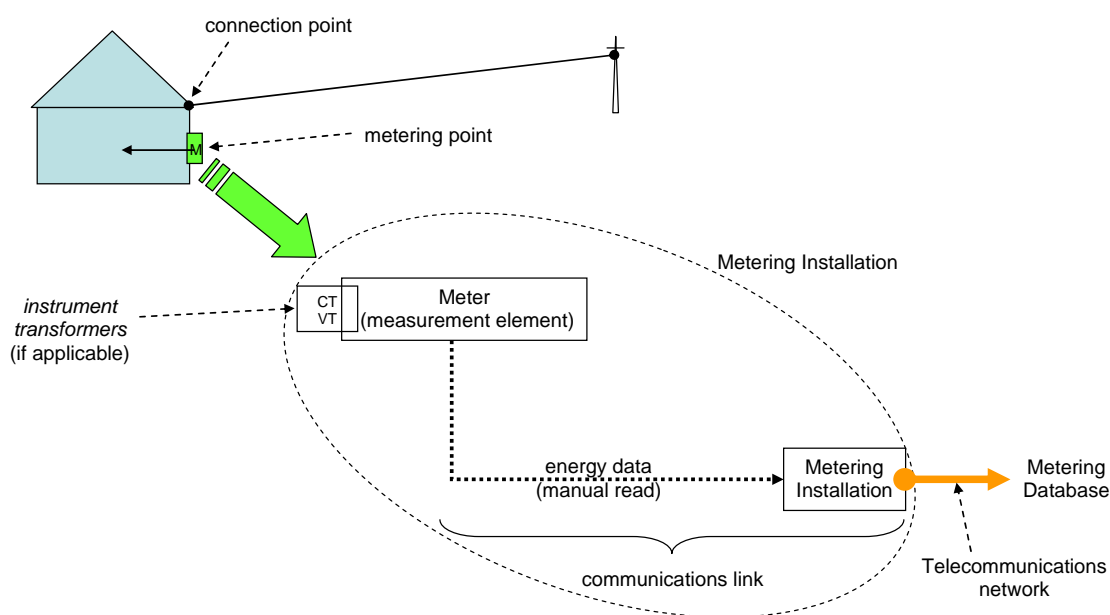
Types 1 to 4 Metering Installation



[Consultation Note: in this diagram the reference to AEMO at the Metering Database point has been removed.]

- (e) The following indicative diagram applies to a type 6 *metering installation* installed at a *point of supply*:

Type 6 Metering Installation



[Consultation Note: in this diagram the reference to AEMO at the Metering Database point has been removed.]

## 9.2.2 Dispute resolution

- (a) Dispute resolution on any matter associated with this Chapter 9 must be managed in the following way:
- (i) any dispute arising under this Chapter 9 between a *responsible person* and a *distribution entity* or an *area retail entity* must be resolved by agreement between the parties in accordance with the relevant *co-ordination agreement*;
  - (ii) any dispute arising under this Chapter 9 between a *responsible person* and an *isolated generator* must be resolved by agreement between the parties. If an agreement cannot be reached, the *responsible person* must offer to submit the dispute to commercial arbitration for resolution; and
  - (iii) a dispute between a *responsible person* and a *customer* is to be resolved in accordance with the relevant *connection contract*, where the *responsible person* is a *distribution entity*, or the relevant *retail contract*, where the *responsible person* is the *area retail entity*, that exists between the parties.
- (b) In any dispute about records of the amount of electricity supplied to a *metering point*, clause 9.4.10(d) applies for type 1 to 6 *metering installations* and a *distribution entity* procedure applies for type 7 *metering installations*.

- (c) The *responsible person* involved in a dispute of the kind referred to in paragraph (b) must keep all records in relation to the dispute for a period of seven (7) years from the resolution of the dispute.

### 9.2.3 Disaster recovery

The *responsible person* must use its reasonable endeavours to ensure that the *metering installation database* is operated in accordance with sound disaster recovery practices.

### 9.2.4 Document responsibility

- (a) A *distribution entity* must make available a copy of this Chapter through its website, and on request of a *customer*, provide that *customer* with a copy of this Chapter.
- (b) A *distribution entity* may impose a reasonable charge on a person who requests multiple or subsequent hard copies of this Chapter.

### 9.2.5 Appendix and Schedules

Those Appendices and Schedules in the *Metrology Procedure* that are referenced in this Chapter form part of this *Code*.

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## 9.3 Responsibility for meter provision

### 9.3.1 Application of clause 9.3

- (a) This clause 9.3 relates to the provision of *meters* to *points of supply* in *isolated power systems*.
- (b) A reference to a *Metering Provider* in this clause 9.3 is a reference to a *Metering Provider* that is registered with *AEMO* as either class MPA or MPB.

### 9.3.2 Overall responsibility requirements

- (a) *Metering Providers* must be registered with *AEMO* on the basis of the capabilities required for type 1, type 2, type 3 and type 4 *metering installations* as specified in Schedule 7.4 of the *National Electricity Rules*, as appropriate.
- (b) Within one year after the *FRC commencement date*, *Metering Providers* must be registered with *AEMO* on the basis of the capabilities required for type 5, type 6 and type 7 *metering installations* as specified in Schedules 15, 16 and 17 of the *Metrology Procedure*, respectively.
- (c) A *responsible person* is required to use *Metering Providers* to provide, install, routinely test and maintain the relevant primary components, characteristics and service requirements of the *metering installation*.
- (d) A *responsible person* is responsible for the design of a *metering installation* and warrants that the design delivers the primary components, characteristics and service requirements as specified in Schedules 1 to 6 of the *Metrology Procedure*, as appropriate.



- (e) A *responsible person* must ensure the components have been selected, properly installed and initially tested so that the *metering installation* satisfies the accuracy and performance requirements for *metering installations*.
- (f) A *Metering Provider* is required to provide, install, routinely test and maintain the *metering installation* and its associated primary components in accordance with the service requirements of Schedules 1 to 6 of the *Metrology Procedure*.
- (g) A *metering installation* may be used for purposes other than billing, providing:
  - (i) such additional usage does not compromise compliance with the requirements of this *Code*; and
  - (ii) the *responsible person* must coordinate the different uses of the *metering installation* so that the characteristics of the *metering installation* and access to the *energy data* from the *metering installation* remain consistent with the requirements of this *Code*.

### 9.3.3 *Metering installation components – meter provision*

- (a) The *Metering Provider* appointed by the *responsible person* is permitted to use:
  - (i) *interval meters* and associated equipment;
  - (ii) *accumulation meters* and associated equipment, but only where they do not contravene the new and replacement requirements as specified in clause 9.3.7; and
  - (iii) communication arrangements (manual or electronic) that allow the *meter* to be read and the *energy data* to be transported to an approved database.

Combinations of communication arrangements are also permitted.

- (b) The *responsible person* must ensure that the components, characteristics and service requirements for *meter* provision for type 1, type 2, type 3, type 4, type 5 and type 6 *metering installations* comply with Schedules 1, 2 and 3 of the *Metrology Procedure*, as appropriate.
- (c) Where the *responsible person* has engaged a *Metering Provider* in order to undertake the work required by paragraph (b), the *responsible person* must advise the *Metering Provider* of the appropriate components, characteristics and service requirements that are to be used for the *metering installation*, as outlined in Schedules 1 to 3 of the *Metrology Procedure*.
- (d) *Metering installations* which have been installed, or which are planned to be installed by the *responsible person*, prior to the *FRC commencement date*, and which met the Queensland requirements at that date, are deemed to meet the requirements of this *Code*.
- (e) Where the *metering installation* includes equipment for time switching or load control, or the measurement of reactive energy, the installation and operation of that equipment may be governed by an instrument other than Chapter 9 of this *Code*, for example, the *co-ordination agreement*.

- (f) *Metering equipment* used for *controlled loads* must have the characteristics and requirements in accordance with Schedules 1, 2 and 3 of the *Metrology Procedure*, as applicable.

#### **9.3.4 Transitional provision for existing temporary builders' supplies**

Despite clause 9.3.3(d) and any other provision of this *Code*:

- (a) temporary supplies to builders' installations connected before 1 July 2007 may remain unmetered until the end of 31 December 2007, but must be metered in accordance with this *Code* from this date; and
- (b) all new temporary supplies to builders' installations connected on and from 1 July 2007 must be metered in accordance with this *Code*.

#### **9.3.5 Reversion of *metering installation* types**

- (a) The *responsible person* must ensure that an *interval meter*, whether manually read or remotely read, once installed, is not replaced by an *accumulation meter*.
- (b) The *responsible person* must ensure that if a *second-tier interval meter* which is installed for a *LARGE NMI premises* reverts to *first-tier*, it is not replaced by an *accumulation meter*.
- (c) The *responsible person* may convert a remotely read *interval meter* to an *interval meter*, which will be manually read as an *accumulation meter*, if the *point of supply* is reclassified as a *SMALL NMI premises*.

#### **9.3.6 Testing and inspection of *metering equipment***

- (a) The *responsible person* must ensure that type 1, type 2, type 3, type 4, type 5 and type 6 *metering installations* are tested and inspected in accordance with the *Metrology Procedure*.
- (b) A *responsible person* must ensure the repair or replacement of any *defective* or damaged *metering equipment*, including the replacement of any broken seals, as soon as practicable after the *responsible person* is notified of, or becomes aware of, the *defect*, damage or broken seal.
- (c) A *customer*, *isolated generator* or *area retail entity* may request a test of the accuracy of *metering equipment* as set out below:
  - (i) in accordance with Chapter 4 of this *Code*, a *customer* may request its *area retail entity* to arrange a test of the accuracy of the *metering equipment* at its *metering point*;
  - (ii) an *area retail entity*, in accordance with Chapter 5 of this *Code*, may request the *responsible person* to perform a test of the accuracy of the *metering equipment* installed at their *metering point*. The request by the *area retail entity* may be on behalf of the *customer* or for the *area retail entity's* purpose;

- (iii) an *isolated generator* may request the *responsible person* to perform a test of the accuracy of the *metering equipment* installed at their *metering point*;
- (iv) the *responsible person* must ensure that a test of the *metering equipment* is carried out in accordance with Chapter 5 for the *area retail entity* request, and with similar service levels for a *customer* request;
- (v) a representative of the *customer*, *isolated generator* or *area retail entity* may be present during the test of the *metering equipment*;
- (vi) the *responsible person* must give notice of the results of the test to the person requesting the test; and
- (vii) the *responsible person* may charge for performing the test of the *metering equipment* unless the tests show that the *metering equipment* is *defective*.

### 9.3.7 Installation of *meter*

- (a) The *responsible person* must ensure that when each *meter* and associated *data logger* (where the *data logger* is located at the *metering point*) of a type 1, type 2, type 3, type 4 or type 5 *metering installation* or each *meter* of a type 6 *metering installation* is installed, it is checked to ensure that it:
  - (i) complies with the relevant requirements of Schedules 1, 2 or 3 of the *Metrology Procedure*, respectively;
  - (ii) has been tested and inspected prior to installation in accordance with the relevant requirements of Schedules 1, 2 and 3 of the *Metrology Procedure*, respectively;
  - (iii) has the optical port, communications port, and/or visual display located so that the optical port, communications port, and/or visual display can be readily accessed for *meter* reading; and
  - (iv) complies with the relevant *Electricity Connection and Metering Manual*, which each *distribution entity* must publish and update from time to time.
- (b) The *responsible person* must, when requested by an *area retail entity*, make a *metering installation* available to a *connection point* or *point of supply* within the period specified in Chapter 5 of this *Code*.
- (c) The *responsible person* must, when requested by an *isolated generator*, make a *metering installation* available to a *point of supply* within a period as agreed between the parties.
- (d) The *area retail entity* must ensure that, where the *connection point* has a *customer* with a *negotiated retail contract* and the *consumption* is above the *Y Value*, the *connection point* must have a type 1, type 2, type 3 or type 4 *metering installation* in accordance with Schedule 1 of the *Metrology Procedure*.

- (e) To avoid doubt, the *responsible person* is not required to ensure that, where a *premises* connected to *isolated power systems* has never had a *customer* with a *negotiated retail contract*, or *consumption* is below the *Y value*, *interval meters* are to be installed in new or replacement situations.
- (f) The *responsible person* must ensure that where electricity is *imported* to the *supply network* by a *customer*, and a *metering installation* is required for the purpose of billing that *imported* electricity, the quantity of *imported* electricity must be separately measured to that of any *exported* electricity.
- (g) The *responsible person* must ensure that in all situations, an *interval meter* installed after the *FRC commencement date* must be capable of being upgraded for use in a type 4 *metering installation* (as defined in the version of the *National Electricity Rules* or *Metrology Procedure* effective at the time the *interval meter* is installed) without replacing the *meter*.
- (h) Where:
  - (i) the *area retail entity* alters a type 5, 6 or 7 *metering installation* to make it capable of *remote acquisition*;
  - (ii) the alteration leads to a change in the classification of that *metering installation*; and
  - (iii) the *distribution entity* is the *responsible person* for that *metering installation*,

the parties must negotiate in good faith to ensure the *distribution entity* is reasonably compensated for the alteration to the *metering installation*.

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## 9.4 Responsibility for *energy data services*

### 9.4.1 Application of clause 9.4

- (a) The requirements of this clause 9.4 apply to type 1, type 2, type 3, type 4, type 5, type 6 and type 7 *metering installations* where applicable.
 

Type 1, type 2, type 3 and type 4 *metering installations* do not in general have a *metering installation database*, and accordingly are not referenced in a number of clauses in this clause 9.4.
- (b) A reference to a *Metering Provider* in this clause 9.4 is a reference to a *Metering Provider* that is registered with *AEMO* as an *MDP*.

### 9.4.2 *Metering installation components – energy data services*

- (a) The *responsible person* must ensure that, as a minimum, the components, characteristics and service requirements for *energy data services* for type 1, type 2, type 3 and type 4 *metering installations* comply with the Service Level Requirements published by *AEMO*.
- (b) The *responsible person* must ensure that, as a minimum, the components, characteristics and service requirements for *energy data services* for type 5 and

type 6 *metering installations* comply with Schedules 4 and 5 of the *Metrology Procedure* respectively.

- (c) The *responsible person* is required to use a *Metering Provider* to undertake the reading and processing of *energy data* for relevant *metering installations*.
- (d) Where the *responsible person* has engaged a *Metering Provider*, the *responsible person* must advise that *Metering Provider* of the components, characteristics and service requirements that are to be used for the *metering installation* (as outlined in Schedules 4 and 5 of the *Metrology Procedure*).

### 9.4.3 Meter reading

- (a) An *interval meter* installed for a *SMALL NMI* will be read as an *accumulation meter* unless the *metering installation* is classified as types 1 to 4.
- (b) An *interval meter* installed for a *large market customer* must be read as a remotely read *interval meter*.
- (c) An *interval meter* installed for a *large non-market customer* where the *connection point* has never had a *customer* with a *negotiated retail contract* will be read as an *accumulation meter* by the *Metering Provider*.
- (d) Where an *interval meter* is installed for an *import connection point* the *Metering Provider* must read the *energy data* in accordance with the request by the *isolated generator* or the *area retail entity*.
- (e) *Interval energy data* from an *interval meter* that measures *exported* electricity must not be manually collected. If the *interval energy data* is required, it will be collected by *remote acquisition*. Otherwise the *interval meter* will be read as an *accumulation meter*.
- (f) Deleted
- (g) Deleted
- (h) The *distribution entity* may make arrangements to alter any type 5, 6 or 7 *metering installation* and remotely acquire *energy data*. This will not alter the classification of those *metering installations* where the *distribution entity* decides on reasonable grounds that operational difficulties require the *remote acquisition* of *energy data*.
- (i) For the purposes of paragraph (f), operational difficulties may include locational difficulties where the *metering installation* is:
  - (i) at a site where access is difficult; or
  - (ii) on a remote rural property.
- (j) The *Metering Provider* is the only person permitted to provide *metering data* to the *responsible person*, who must provide that data:
  - (i) Deleted;
  - (ii) to the *distribution entity* for network billing; and

- (iii) to the *area retail entity* for retail billing and wholesale reconciliation purposes.
- (k) A *distribution entity* is permitted to read the *metering equipment* for its own purpose providing the reading schedule is coordinated with the *responsible person*.
- (l) The *responsible person* must:
  - (i) use reasonable endeavours to collect an *actual meter reading* for every *meter* associated with a *scheduled meter reading*;
  - (ii) arrange for a *scheduled meter reading* to be performed at least once every 14 weeks, except:
    - (A) for a *SMALL NMI premises* with a *card operated meter*, a *scheduled meter reading* is to be arranged at least once every 52 weeks; and
    - (B) for an operational grouping of *NMIs* for *connection points* that are not supplied through a *CBD feeder* or an *urban feeder* with a *meter* reading rate of less than 100 *NMIs* per *business day*, a *scheduled meter reading* is to be arranged at least once every 52 weeks.
    - (C) Deleted
- (m) Deleted.
- (n) Subject to paragraph (l), for type 6 *metering installations*, the *responsible person* must:
  - (i) ensure that *accumulated energy data* is collected from *meters* representing at least 99.8% of estimated total *consumption*, based on the previous 12 month period, for type 6 *metering installations* for which that *responsible person* is responsible and this data is transferred to the *metering installation database* of a type 6 *metering installation* at a frequency which is at least once every 28 weeks; and
  - (ii) deleted
- (o) For the purposes of paragraphs (m) and (C), data collected includes *energy data* that has been *substituted* in accordance with clause 9.4.4(c).
- (p) The *responsible person* must use best endeavours to ensure that *energy data* is collected from a *meter* and this data is transferred to the relevant *metering installation database*, no more than two *business days* prior to, or two *business days* subsequent to, the date of a *scheduled meter reading* for that *metering installation*.
- (q) The *responsible person* must ensure that a schedule is developed and maintained to determine the dates of the next *scheduled meter reading* for each *metering installation* in accordance with clause 3.3.3 of the *Metrology Procedure*.

- (r) The *area retail entity* may, in accordance with the Chapter 5 of this *Code*, request that the *responsible person* arrange for a *special meter reading* on a nominated date.
- (s) The *responsible person* must arrange, in accordance with Chapter 5 of this *Code*, for any *special meter reading* to be undertaken in accordance with *customer* transfer arrangements as specified in Chapter 6 of this *Code*.

#### 9.4.4 Validation and substitution of *energy data*

- (a) For the purpose of this clause 9.4.4, a reference to a type 5 *metering installation* in Schedule 7 of the *Metrology Procedure* is also to be taken as a reference to type 1, type 2, type 3 and type 4 *metering installations*.
- (b) Subject to clause 9.4.3(j), the *responsible person* must ensure that *energy data* collected for a type 1, type 2, type 3, type 4 or type 6 *metering installation* in accordance with clause 9.4.3, is validated in accordance with the validation rules in clause 1 of Schedule 7 or clause 1 of Schedule 9 of the *Metrology Procedure* respectively.
- (c) The *responsible person* must ensure that the *energy data* is *substituted* where:
  - (i) the *metering installation* installed at a *customer's metering point* can not be read due to access limitations and in this situation the *responsible person* has the discretion to use a self read in preparing the *substituted value*;
  - (ii) the *energy data* collected for a type 1 to 4 *metering installation* fails the validation test conducted in accordance with paragraph (b), in which case the *interval energy data* is *substituted* in accordance with clause 3 of Schedule 7 of the *Metrology Procedure*;
  - (iii) the *energy data* collected for a type 6 *metering installation* fails the validation test conducted in accordance with paragraph (b), in which case the *consumption energy data* is *substituted* in accordance with clause 3 of Schedule 9 of the *Metrology Procedure*;
  - (iv) there has been a failure of the *metering equipment*, or the *metering equipment* has been found to be *defective*, or interference to the *metering equipment* has occurred, in which case the *energy data* for a type 1 to 4 or type 6 *metering installation* is *substituted* in accordance with clause 3 of Schedule 7 or clause 3 of Schedule 9 of the *Metrology Procedure* respectively;
  - (v) an inspection or test on the *metering equipment* has established that a measurement error exists, in which case the *energy data* for a type 1 to 4 or type 6 *metering installation* is *substituted* in accordance with clause 3 of Schedule 7 or clause 3 of Schedule 9 of the *Metrology Procedure* respectively; or
  - (vi) an estimated read is permitted in accordance with clause 9.4.3(s), in which case the *energy data* for a type 6 *metering installation* is *substituted* in accordance with clause 3 of Schedule 9 of the *Metrology Procedure*.

#### 9.4.5 Deleted

#### 9.4.6 Calculation of *energy data* for type 7 *metering installation*

- (a) The *responsible person* must ensure that *energy data* for a *metering installation* type 7 is calculated in accordance with a *distribution entity's* procedure.
- (b) The *responsible person* must ensure that the *energy data* for a type 7 *metering installation*, which is calculated in accordance with paragraph (a), is validated in accordance with a *distribution entity* procedure.
- (c) The *responsible person* must ensure that the *energy data* is *substituted* in accordance with a *distribution entity* procedure where the *energy data* calculated for a type 7 *metering installation* fails the validation test conducted in accordance with paragraph (b).

#### 9.4.7 Data storage

- (a) The *responsible person* must retain records of the characteristics of *metering equipment* for seven years after that *metering equipment* has been removed from service.
- (b) The records specified in paragraph (a) may be held in electronic form.
- (c) The *responsible person* must make available the records specified in paragraph (a) to the *QCA* if requested in writing by the *QCA*. The *QCA* must only use those records for the purpose of performing an audit of the *metering equipment*.
- (d) The *responsible person* must ensure a *metering installation database* containing *energy data* in respect of a type 6 *metering installation* is provided, in accordance with the service requirements in Schedule 5 of the *Metrology Procedure*.
- (e) To avoid doubt, the *energy data* for a type 6 *metering installation* is the data collected from the *meter* in accordance with clause 9.4.3, and/or *substituted* in accordance with clause 9.4.4.
- (f) The rights of access to the data held within the *metering installation database* are set out in clause 7.7 of the *National Electricity Rules* and in clause 9.4.7(f) of this *Code*. For a type 7 *metering installation*, the right of access to the data is specified in a *distribution entity's* procedure.

#### 9.4.8 Information

- (a) The *responsible person* must ensure that *energy data* is provided to the *area retail entity* and the *distribution entity* for each *metering installation* that is installed in relation to a *connection point* or *point of supply* that relates to the *area retail entity* or the *distribution entity*, respectively.
- (b) The *responsible person* must not hinder an *isolated generator's* or *customer's* access to *metering equipment* for the purpose of reading the *meter* display.



- (c) A *customer* of an *area retail entity* may request its *energy data* from that *area retail entity*. With respect to this *energy data*:
  - (i) the *area retail entity* must not unreasonably withhold the *energy data* from the *customer*;
  - (ii) the *area retail entity* must store the *energy data* for a minimum of two years;
  - (iii) the first request for *energy data* by a *customer* for the previous two years will be provided free of charge by the *area retail entity*;
  - (iv) the *area retail entity* may impose a reasonable charge for providing *energy data* on any request from the *customer* if the *customer* has been provided with its *energy data* within the 12 month period prior to the request; and
  - (v) if the request is for *energy data* beyond two years, the *area retail entity* may apply a reasonable charge for providing that data.
- (d) For the purposes of paragraph (a), access to *energy data* must be provided as follows:
  - (i) where *energy data* for a type 1, type 2, type 3, type 4 or type 6 *metering installation* has been collected in accordance with clause 9.4.3, and validated and *substituted* in accordance with clause 9.4.4, by 5.00 pm on the second *business day* after that *energy data* has been collected.

#### **9.4.9 Validation of *metering installation database***

- (a) The *responsible person* must ensure that a *sampling plan* is established and maintained, in accordance with *Australian Standards* “AS 1199: Sampling Procedures for Inspection by Attributes” or “AS 2490: Sampling Procedures and Charts for Inspection by Variables for Percent Nonconforming” to validate that the data stored in the *metering installation database* for a type 6 *metering installation* is consistent with the data stored in the *meter*.
- (b) The validation test must be conducted at a frequency in accordance with the *sampling plan* described in paragraph (a), which must not be less than once every 12 months.
- (c) If there is an inconsistency between the *energy data* held in a *meter* and the *energy data* held in the *metering installation database*, the *energy data* in the *meter* is to be taken as *prima facie* evidence of the *energy data* for that *metering point*.
- (d) Actions in event of non-compliance with accuracy requirements are set out in ID references 3.2 – 3.4 of Schedule 5 of the *Metrology Procedure* for type 6 *metering installations*.

#### 9.4.10 Request for testing of the *metering installation*

- (a) If requested by a *isolated generator* or the *area retail entity*, the *responsible person* must conduct a test to determine the consistency of data held in the *metering installation database* and data held in the *meter* of a type 6 *metering installation*.
- (b) The *responsible person* must make available the results of the test described in paragraph (a) to the *area retail entity* or the *isolated generator*, as applicable, as soon as practicable.
- (c) Where the test undertaken in accordance with paragraph (a) determines an inconsistency, the *responsible person* must pay the costs of, and associated with, that test.
- (d) Where the test undertaken in accordance with paragraph (a) determines no inconsistency, the *area retail entity* or *isolated generator* who requested the test under paragraph (a) must pay the costs of, and associated with, that test in accordance with clause 7.3.6(e) of the *National Electricity Rules*.
- (e) Where there is a discrepancy between:
  - (i) *energy data* stored in the *meter*; and
  - (ii) *energy data* stored in the *metering installation database* in respect of that *meter*,the *energy data* stored in the *meter* or *meter/associated data logger* is prima facie evidence of the amount of electricity supplied to that *metering point*.
- (f) If requested by an *area retail entity* or *isolated generator*, the *responsible person* must, prior to any test being undertaken in accordance with paragraph (a), provide an estimate of the costs of, or associated with, that test.
- (g) Actions in event of non-compliance with accuracy requirements are set out in ID references 3.2 – 3.4 of Schedule 5 of the *Metrology Procedure* for type 6 *metering installations*.

### 10.1 Definitions and interpretation

#### 10.1.1 Definitions

**acceptable identification** in relation to:

- (a) a *residential customer*, includes one or more of the following:
  - (i) a driver's licence, a current passport or other form of photographic identification;
  - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; and
  - (iii) a birth certificate;
- (b) a *business customer* which is a sole trader or partnership, includes one or more of the forms of identification for a *residential customer* for each of the individuals that conduct the business; and
- (c) a *business customer* which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number.

**accumulation meter** has the meaning given in the *Metrology Procedure*.

**actual energy data** means the *energy data* that represents an actual measurement of the flow of electricity in a power conductor.

**actual meter reading** has the meaning given in the *Metrology Procedure*.

**AEMO** has the meaning given in the Electricity Act.

**AER Retail Pricing Information Guideline** is the AER Retail Pricing Information Guideline — January 2012 Version 2.0, as amended from time to time, and published on the AER website.

**area retail entity** means a *retail entity* whose *retail authority* states a *retail area*.

**Australian Standard** means:

- (a) in Chapter 9, the relevant standard published by Standards Australia; and
- (b) for all other chapters, the Australian Standard AS ISO 10002-2006 as amended and updated from time to time.

**bank** means an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cwlth).

**billing cycle** means the regular recurrent period for which a *customer* receives a bill from a *retail entity*.

**B2B Procedures** means the procedures under the *National Electricity Rules* or as otherwise agreed between the parties, prescribing the content of, the processes for, and the information to be provided to support communications between the *distribution entity* and the *retail entity* relating to a *customer* or supply of electricity to a *customer*.

**B2B Procedures (service order process)** means the procedure set out in the document “B2B Procedures (Service Order Process)” which forms part of the *B2B Procedures* under the *National Electricity Rules* and defines the *standard service order* process and transactions data requirements to be adopted by national electricity market participants.

**business customer** means a *customer* who is not a *residential customer*.

**business day** means a day other than a Saturday, a Sunday or a Queensland wide public holiday (as appointed under the *Holidays Act 1983 (Qld)*).

**CAIDI** means the sum of the duration of each *interruption* (measured in minutes) divided by the total number of *interruptions* for that *distribution entity*. This is a measure of the average time (measured in minutes) for electricity supply to be restored to a *customer* when an *interruption* has occurred.

**CAIDI Limits** means the limits calculated as *SAIDI Limits* divided by *SAIFI Limits* for that *distribution entity*. The *CAIDI Limits* set out in clause 3 of Schedule 1 are provided for interpretive purposes only and do not constitute standards which are enforceable against a *distribution entity* by individual *customers*

**card operated meter** means a *meter* that contains *control equipment* that switches on and off in accordance with the amount of credit stored in the *meter*.

**CATS Procedures** means the procedures set out in the document “MSATS Procedures: CATS Procedures part 1 Principles and Obligations”, issued by *AEMO* under the *National Electricity Rules*.

**CBD feeder** means a feeder supplying predominantly commercial high-rise buildings, supplied by a predominantly underground *supply network* containing significant interconnection and redundancy when compared to urban areas.

**Code** means this Electricity Industry Code.

**communications link** has the meaning given in the *National Electricity Rules*.

**connection contract** means:

- (a) for the purposes of Chapter 9, the contract (either classified as standard or negotiated) that prescribes the conditions of connection between a *distribution entity* and a *generator* or *customer* (as the case may be) when that party connects to the *distribution entity's supply network*; and
- (b) for all other chapters, means any contract under which a *distribution entity* agrees to provide *customer connection services* to a *customer's premises*.

**connection point** has the meaning given in the *National Electricity Rules*.

**consumption** means, for the purposes of Chapter 9, the annual consumption as determined by a *distribution entity*.

**consumption energy data** has the meaning given in the *Metrology Procedure*.

**contract interest rate** means, for any year, the bank bill swap rate for one year, as reported in the Australian Financial Review Money and Bond Market section on the first Friday of December of the previous year, less one full percentage point, or such other rate approved by the *QCA*.

**control equipment** means the equipment needed to switch a circuit(s) on or off by a device installed or operated by the *distribution entity*. For example, local or remote timing devices would form part of *control equipment*. This equipment forms part of a *metering installation* for the purpose of testing and inspection.

**controlled load** means those loads that are controlled by means of control equipment, and are separately metered from the remaining load at the connection point. For example, a residential hot water heating circuit will be a controlled load in Queensland and may have a timing device known as the ripple frequency control system.

**co-ordination agreement** has the meaning given in the *Electricity Act*.

**credit history information** means:

- (a) providing the *retail entity* with permission to obtain a credit check of the credit history of the *customer*; and
- (b) any other information that relates to the credit history of the *customer* that is reasonably required for the *retail* or *distribution entity* to assess the ability of the *customer* to meet its financial obligations under a *retail* or *connection contract*.

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

**customer** has the meaning given in the *Electricity Act*.

**Customer Charter** means the charter prepared by the *distribution entity* under clause 3.2 or the *retail entity* under clause 4.5.

**customer connection services** has the meaning given in the *Electricity Act*.

**customer information** means information relating to a specific *small customer* obtained by a *marketer*, its employees, agents or contractors through the process of *marketing retail contracts* to the *small customer*, and includes information obtained without the consent of the *small customer*.

**customer retail services** has the meaning given in the *Electricity Act*.

**data logger** has the meaning given in the *National Electricity Rules*

**defective** or **defect** means the condition where the *metering equipment* does not measure or record the flow of electricity to a level of accuracy prescribed in the *National Electricity Rules*.

**disconnection warning** means a notice in writing issued in accordance with clause 3.6 or clause 4.18.

**distribution area** for a *distribution entity* is the area specified in its *distribution authority* as its distribution area.

**distribution authority** has the meaning given in the *Electricity Act*.

**distribution entity** means an entity that holds a *distribution authority*.

**distribution non-network charges** means charges of a *distribution entity* set out in the *distribution entity's* price list that:

- (a) are referable to a specific request by a *small customer* or its *retail entity*; or
- (b) are referable to a requirement under *electricity legislation*,

and do not include *network charges*.

**dual fuel contract** means a single *negotiated retail contract* for the sale of electricity and for the sale and supply of gas by a *retail entity* to a *customer*.

**electrical installation** has the meaning given in the *Electricity Act*.

**Electrical Safety Act** means the *Electrical Safety Act 2002* (Qld).

**Electrical Safety Regulation** means the *Electrical Safety Regulation 2002* (Qld).

**Electricity Act** means the *Electricity Act 1994* (Qld).

**Electricity Connection and Metering Manual, ECMM**, means the document of that title produced by either the *ENERGEX distribution entity* or *Ergon Energy distribution entity*.

**electricity legislation** means the *Electricity Act*, *Electrical Safety Act*, the *Electricity - National Electricity Scheme (Queensland) Act 1997* (Qld) and regulations, standards, codes, protocols and rules made under those Acts.

**Electricity Regulation** means the *Electricity Regulation 2006* (Qld).

**emergency** means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the *supply network* or *transmission grid*, in the state of Queensland or which destroys or damages, or threatens to destroy or damage, any property in the state of Queensland.

**ENERGEX** means ENEREX Limited (ACN 078 849 055).

**energy data** has the meaning given in the *Metrology Procedure*.

**energy data services** has the meaning given in the *Metrology Procedure*.

**energy price fact sheet** is an Energy Price Fact Sheet, within the meaning of the *AER Retail Pricing Guideline*, relating to electricity prices.

**Energy and Water Ombudsman Queensland** means the Energy and Water Ombudsman Queensland established by the *Energy Ombudsman Act 2006* (Qld).

**Ergon Energy** means Ergon Energy Corporation Limited (ACN 087 646 062).

**Essential Energy** means Essential Energy established under the *Energy Services Corporations Act 1995* (NSW).

**excluded locations** means the locations specified in Schedule 2.

**explicit informed consent** is the consent provided by a *customer* where:

- (a) the *customer* provides express conscious agreement;
- (b) the relevant *retail entity* has fully and adequately disclosed all matters relevant to that *customer*, including each specific purpose for which the consent will be used; and
- (c) all disclosures referred to in paragraph (b) are truthful and have been provided in plain English.

**export** or **exported** means the direction of flow of electricity at a *connection point* or *point of supply* where that electricity flows from a *transmission grid* or a *supply network* into a load, as specified in the National Metering Identifier Procedure published by AEMO.

**Fair Trading Act** means the *Fair Trading Act 1989* (Qld).

**feeder type** means a *CBD feeder*, *isolated feeder*, *long rural feeder*, *short rural feeder* or *urban feeder* as the case may be.

**final meter reading** means the last recording of *actual energy data* for a *customer* when they vacate an address or change *retail entity*.

**financial year** means a year commencing 1 July and ending 30 June.

**financially responsible retail entity** has the meaning given in the *Electricity Act*.

**first-tier** means the status of load when the electricity purchased at a *connection point* directly and in its entirety from the *area retail entity* from the *NEM* and which is classified as a *first-tier load* in accordance with Chapter 2 of the *National Electricity Rules*.

**fixed term** means the term specified by a *fixed-term contract*.

**fixed-term contract** means a *negotiated retail contract* which has start and finish dates set expressly under the terms and conditions of that *negotiated retail contract*.

**force majeure event** means an event outside the control of a *retail entity* or a *small customer*.

**FRC commencement date** means 1 July 2007.

**generator** means the operator of one or more generating units that produce 50 hertz alternating current at a voltage suitable for connection to the *supply network*, where the generating units supply electricity to the *supply network* without providing any electricity internally to an end-user's load (other than a small amount to operate the generating unit, if necessary).

**GSL payment** means a *guaranteed service level* payment to be made in accordance with clause 2.5 for the amounts set out in clause 2.5.10.

**GST** has the meaning it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

**guaranteed service level** means a guaranteed service level set out in clause 2.5.

**hot water supply** means a hot water supply connected on a controlled supply tariff, for example Tariff 31 or Tariff 33.

**IES generator** means an ‘inverter energy system’ and represents generating units that produce direct current and then convert that direct current to 50 hertz alternating current suitable for synchronising to the power system supplied by the *supply network*. For example, a solar cell or PV *generator* or fuel cell, where the direct current produced by these devices is passed through an inverter and transformed to 240 volt single phase 50 hertz alternating current.

**import** or **imported** means the direction of flow of electricity at a *connection point* or *point of supply* where that electricity flows from a *customer* or a *generator* to a *transmission grid* or a *supply network*, as specified in the National Metering Identifier Procedure published by AEMO.

**Information Exchange Committee** has the meaning given in the *National Electricity Rules*.

**in-situ termination** means a termination of a *retail contract* where the *customer* is not vacating his or her *premises*.

**instalment plan** means a plan for a *customer* to pay to the *retail entity*, by periodic instalments, all arrears (including any disconnection or reconnection charges) and charges relating to continued usage of electricity but, to avoid doubt, does not include an informal arrangement under which a *customer* is granted additional time to pay an amount owed.

**instrument transformer** has the meaning given in the *Metrology Procedure*.

**interruption** means any temporary unavailability of electricity supply to a *customer* associated with an outage of the *supply network* including outages affecting a single *premises*, but does not include disconnection.

**interruption duration GSL** has the meaning given in clause 2.5.9(a)(i).

**interruption frequency GSL** has the meaning given in clause 2.5.9(a)(ii).

**interval energy data** has the meaning given in the *Metrology Procedure*.

**interval meter** has the meaning given in the *Metrology Procedure*.

**isolated feeder** means a feeder which is not connected to the national grid, but excludes the Mt Isa-Cloncurry *supply network*, as that network is defined in the *Electricity Act*.

**Isolated generator** means one or more generating units that are connected to an *isolated power system*.

**Isolated power system** means a *supply network* that does not form part of and is not connected to the *national grid* and may include an *isolated feeder*.

**large customer** means any *customer* who is not a *small customer*.

**large market customer** has the meaning given the *Electricity Act*.

**large non-market customer** has the meaning given in the *Electricity Act*.



**LARGE NMI** means the description given to a *connection point* where the flow of electricity at the *connection point* is equal to or greater than 100 MWh per annum.

**life support equipment** has the meaning set out in clause 4.20.3.

**local holiday** means a show holiday or special holiday appointed for a particular district under the *Holidays Act 1983* (Qld).

**long rural feeder** means a feeder which is not a *CBD feeder*, *urban feeder* or *isolated feeder* with a total feeder route length greater than 200 km.

**major event day** means a day determined under clause 3 of Schedule 1.

**market customer** has the meaning given in the *Electricity Act*.

**market NMI** means a *NMI* for which the *customer* is a *market customer*.

**marketer** means a person who carries on the business of *marketing retail contracts* and includes a *retail entity* and *non-regulated marketer*.

**marketing** includes, but is not limited to, advertising, sales, promotions, market research, public relations, discussions or negotiations by any means in the nature of a personal contact with a *small customer* whether solicited or unsolicited for the purposes of entering into a *retail contract*.

**marketing complaint** means a complaint associated with a *retailer's* actions in seeking to sign up a *small customer* for a *market contract*.

**marketing contact** means a contact made by a *marketer* with a *small customer* for the purposes of *marketing a contract*.

**MDP** means either a *Metering Provider* category D or a metering data agent.

**measurement element** has the meaning given in the *Metrology Procedure*.

**meter** has the meaning given in the *National Electricity Rules*.

**metering data** has the meaning given that term in the *National Electricity Rules*.

**metering equipment** means network assets that include the *meter*, *current transformer*, *voltage transformer*, associated wiring and fittings that together convert and display the electricity flowing in a power conductor at a location within the local vicinity of that power conductor.

**metering installation** has the meaning given in the *Metrology Procedure*.

**metering installation database** has the meaning given in the *Metrology Procedure*.

**metering point** has the meaning given in the *National Electricity Rules*.

**Metering Provider** has the meaning given in the *Metrology Procedure*.

**Metrology Procedure** has the meaning given in the *National Electricity Rules*.

**minimalist transitioning approach** means the approach set out in clause 6.8.

**minimum service standard** means a service standard set out in clause 2.4.

**Minister** means the Minister under the *Electricity Act*.

**move-in customer** means a *customer* who starts consuming *customer retail services* from a *premises* without first applying to a *retail entity* for the provision of such services.<sup>7</sup>

**MSATS** means the Market Settlement and Transfer Solution operated by *AEMO*.

**MWh** means megawatt hours.

**National Electricity Law** has the meaning given in the Electricity - National Scheme (Queensland) Act 1997 (Qld).

**National Electricity Rules** means the rules made under the *National Electricity Law* applied as the law of Queensland.

**National Energy Retail Law** means the Schedule to the *National Energy Retail Law (South Australia) Act 2011*, as in force from time to time.

**national grid** has the meaning given in the *National Electricity Rules*

**Natural Disaster Relief and Recovery Arrangements** means Natural Disaster Relief and Recovery Arrangements, administered by the Commonwealth Department of Transport and Regional Services.

**negotiated connection contract** has the meaning given in the *Electricity Act*.

**negotiated retail contract** has the meaning given in the *Electricity Act*.

**NEM** means the wholesale electricity market operated by *AEMO* under the *National Electricity Rules*.

**NEM settlements** means the process operated by *AEMO* for clearing the financial transactions associated with export and import of wholesale electricity in the national electricity market.

**network charges** has the meaning given in the *Electricity Act*.

**network management plan** means the plan outlined in clause 2.3.

**NMI** has the meaning given in the *National Electricity Rules*.

**NMI checksum** means a National Metering Identifier Checksum associated with a *NMI*.

**NMI classification code** has the meaning given in the *CATS Procedures*.

**NMI premises** has the meaning given in the *Electricity Act*.

**NMI standing data** means the approved data items associated with a *NMI* that are available to prospective *retail entities*, as specified in the *CATS Procedures*.

**non-market customer** has the meaning given in the *Electricity Act*.

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<sup>7</sup> Under the *Electricity Act* a *small customer* is taken to have entered into a *standard retail contract* under section 51(2) where the *customer* has not applied for *customer retail services* under section 48C but the customer's *premises* are connected to a *supply network*.

**non-market NMI** means a *NMI* for which the *customer* is a *non-market customer*.

**non-regulated marketer** means a person who carries on the business of *marketing retail contracts* for the provision of *customer retail services* to *small customers* but does not have an authority issued by the *regulator*.

**notice period** has the meaning given in clause 4.4.5.

**notified prices** has the meaning given in the *Electricity Act*.

**off peak hot water** means hot water which is charged under an off-peak *controlled load* electricity tariff.

**Origin Energy** means Origin Energy Electricity Limited (ACN 071 052 287).

**planned interruption** means an *interruption* for which the *distribution entity* has, or should have, given a notice under clause 2.5.8 or for which the *distribution entity* is excused from giving a notice under this *Code*, or *electricity legislation* or contractual arrangements with a *customer*.

**point of supply** means the point at which supply is established between a *distribution entity* and a *generator* or *customer* as defined in the SAA Wiring Rules (AS 3000).

**power system security and reliability standards** has the meaning given in the *National Electricity Rules*.

**premises** has the meaning given in the *Electricity Act*.

**price change** includes any change to a tariff rate or charge or type of tariff applying to a *small customer* but excludes any change to *distribution non-network charges*.

**QCA** has the meaning given in the *Electricity Act*.

**quarter** means a period of three months commencing 1 January, 1 April, 1 July and 1 October as the case may be.

**regulator** has the meaning given in the *Electricity Act*.

**regulatory control period** has the meaning given in the *National Electricity Rules*.

**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 de-energise premises;

**remote acquisition** has the meaning given in the *National Electricity Rules*.

**residential customer** means a *customer* who acquires electricity for domestic use.

**responsible person** has the meaning given under the *National Electricity Rules*.

**retail area** has the meaning given in the *Electricity Act*.

**retail authority** has the meaning given in the *Electricity Act*.

**retail contract** means either a *standard retail contract* or *negotiated retail contract*.

**retail entity** means an entity that holds a *retail authority* and, if a person is providing *customer retail services* as a *retailer of last resort*, that *retailer of last resort*.

**retailer of last resort** has the meaning given in the *Electricity Regulations*.

**SAIDI** means the sum of the duration of each *interruption* (measured in minutes) divided by the total number of *customers* (averaged over the *financial year*) of that *distribution entity*.

**SAIDI Limits** mean the limits set out in clause 1 of Schedule 1.

**SAIFI** means the total number of *interruptions* divided by the total number of *customers* (averaged over the *financial year*) of that *distribution entity*.

**SAIFI Limits** mean the limits set out in clause 2 of Schedule 1.

**salesperson** means an employee or contractor acting on behalf of a *marketer* in the *marketing of retail contracts*, and **salespeople** has a corresponding meaning.

**sampling plan** has the meaning given in the *Metrology Procedure*.

**scheduled meter reading** means the *meter reading* on a cycle that equates to the *customer's billing cycle*, usually monthly or quarterly.

**second-tier** means the status of load when electricity is purchased at a *connection point* in its entirety other than directly from the *area retail entity* or the *NEM* and which is classified as a *second-tier load* in accordance with Chapter 2 of the *National Electricity Rules*.

**security deposit** means an amount of money or other arrangement acceptable to the *retail entity* as a security against a *customer* defaulting on a bill. To avoid doubt, a *security deposit* does not include an insurance levy whereby a *customer* makes a non-refundable payment that is used to insure against non-payment by that *customer*.

**service order request** mean a request for service raised in accordance with the *B2B Procedures (service order process)* as applicable to Queensland, or as otherwise varied by agreement between the parties in accordance with the *National Electricity Rules*.

**short rural feeder** means a feeder with a total feeder route length less than 200 km, and which is not a *CBD feeder*, *urban feeder* or *isolated feeder*.

**small business customer** means a *customer* who is both a *small customer* and a *business customer*.

**small customer** has the meaning given in the *Electricity Act*.

**SMALL NMI** means the description given to a *connection point* where the flow of electricity at the *connection point* is less than 100 MWh per annum.

**small residential customer** means a *customer* who is both a *small customer* and a *residential customer*.

**special meter reading** means an *actual meter reading* that occurs at a time other than the time of a *scheduled meter reading*.

**standard co-ordination agreement** has the meaning given in the *Electricity Act*.

**standard connection contract** has the meaning given in the *Electricity Act*.

**standard retail contract** has the meaning given in the *Electricity Act*.

**standard service order** means a category of service activity as defined in the *B2B Procedures (service order process)* as applicable in Queensland.

**substituted** means the substitution of an *actual meter reading* under the circumstances described in clause 9.4.4(c).

**substituted meter reading** means a *meter reading* for which the *energy data* has been substituted.

**summer preparedness plan** means the plan outlined under clause 2.2.

**supply network** has the meaning given in the *Electricity Act*.

**system operator** means a person who *AEMO* has appointed as an agent under Chapter 4 of the *National Electricity Rules* and who is registered as a system operator with *AEMO* under Chapter 2 of the *National Electricity Rules*.

**termination notice** has the meaning given in clause 4.4.1.

**transmission grid** has the meaning given in the *Electricity Act*.

**unique match** means the return of a single set of *NMI* and *NMI Checksum* in response to a request made by a *retail entity* under clause 6.4.1(a) of this *Code*.

**urban feeder** means a feeder with annual actual maximum demand per total feeder route length greater than 0.3 MVA/km and which is not a *CBD feeder*, *short rural feeder*, *long rural feeder* or an *isolated feeder*.

**vacation notice** has the meaning given in clause 4.4.2.

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

**wholesale market customer** is a market customer in the wholesale market as defined in the *National Electricity Rules*.

**Y Value** means the value of the variable ‘y’ that applies to the type 6 *metering installation*, as specified in Schedule 3 of the *Metrology Procedures*.

Other grammatical forms of words defined in the dictionary are taken to have a corresponding meaning.

### 10.1.2 Interpretation

Unless the contrary intention appears, a reference in this *Code* to:

- (a) **(headings)** headings are for convenience only and do not affect the interpretation of this *Code*;

- (b) **(variations or replacement)** a document (including this *Code*) includes any variation or replacement of it;
- (c) **(clauses, schedules and annexures)** a clause, schedule or annexure is a reference to a clause in, or schedule or annexure, to this *Code*;
- (d) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- (h) **(dollars)** \$ is a reference to the lawful currency of Australia;
- (i) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (j) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (k) **(meaning not limited)** the words “include”, “including” or “for example” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) **(next business day)** if an event under this agreement must occur on a stipulated day which is not a *business day* then the stipulated day will be taken to be the next *business day*;
- (m) **(reference to anything)** anything (including any amount) is a reference to the whole and each part of it; and
- (n) **(footnotes)** footnotes are for reference only and do not affect the interpretation of the *Code*.

# Schedule 1 - Reliability limits

## 1 SAIDI Limits

### 1.1 ENERGEX

feeder type	2007/8	2008/9	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
CBD	20	20	20	15	15	15	15	15
urban	134	122	110	106	102	102	102	102
short rural	244	232	220	218	216	216	216	216

### 1.2 Ergon Energy

feeder type	2007/8	2008/9	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
urban	195	180	150	149	148	147	146	145
short rural	550	500	430	424	418	412	406	400
long rural	1090	1040	980	964	948	932	916	900

## 2 SAIFI Limits

### 2.1 ENERGEX

feeder type	2007/8	2008/9	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
CBD	0.33	0.33	0.33	0.15	0.15	0.15	0.15	0.15
urban	1.54	1.43	1.32	1.26	1.22	1.22	1.22	1.22
short rural	2.63	2.56	2.50	2.46	2.42	2.42	2.42	2.42

### 2.2 Ergon Energy

feeder type	2007/8	2008/9	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
urban	2.50	2.30	2.00	1.98	1.96	1.94	1.92	1.90
short rural	5.00	4.50	4.00	3.95	3.90	3.85	3.80	3.75
long rural	8.50	7.80	7.50	7.40	7.30	7.20	7.10	7.00

## 3 CAIDI Limits (interpretive only)

### 3.1 ENERGEX

feeder type	2007/8	2008/9	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
CBD	61	61	61	100	100	100	100	100
urban	87	85	83	84	84	84	84	84
short rural	93	91	88	89	89	89	89	89

### 3.2 Ergon Energy

feeder type	2007/8	2008/9	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
urban	78	78	75	75	76	76	76	76
short rural	110	111	108	107	107	107	107	107
long rural	128	133	131	130	130	129	129	129

Note:

- CAIDI Limits are shown for interpretative purposes only, being derived from the *minimum service standards* for SAIDI Limits and SAIFI Limits

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### 3 Determination of a *major event day*

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#### 3.1 Explanation and Purpose

The following process (“**Beta Method**”) is used to identify *major event days* which are to be excluded from the *minimum service standards* under clause 2.4.3(c).

Its purpose is to allow major events to be studied separately from daily operation, and in the process, to better reveal trends in daily operation that would be hidden by the large statistical effect of major events.

A *major event day* under the Beta Method is one in which the daily total system (ie, not on a *feeder type* basis) *SAIDI* value (“**daily SAIDI value**”) exceeds a threshold value,  $T_{MED}$ . The *SAIDI* index is used as the basis of determining whether a day is a *major event day* since it leads to consistent results regardless of utility size and because *SAIDI* is a good indicator of operational and design stress.

In calculating the daily total system *SAIDI*, any *interruption* that spans multiple days is deemed to accrue on the day on which the *interruption* begins. That is, all minutes without supply resulting from an *interruption* beginning on a *major event day* are deemed to have occurred on the *major event day*, including those minutes without supply occurring on following days.

#### 3.2 Determining a *major event day*

The *major event day* identification threshold value  $T_{MED}$  is calculated at the end of each *financial year* for each *distribution entity* for use during the next *financial year* as follows:

- (a) Collect daily *SAIDI* values for the last five *financial years*. If fewer than five years of historical data are available, use all available historical data for the lesser period.
- (b) Only those days that have a daily *SAIDI* value will be used to calculate the  $T_{MED}$  (ie, days that did not have any *interruptions* are not included).
- (c) Take the natural logarithm ( $\ln$ ) of each daily *SAIDI* value in the data set.
- (d) Find  $\alpha$  (Alpha), the average of the logarithms (also known as the log-average) of the data set.

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- (e) Find  $\beta$  (Beta), the standard deviation of the logarithms (also known as the log-standard deviation) of the data set.
- (f) Complete the *major event day* threshold  $T_{MED}$  using the following equation:

$$T_{MED} = e^{(\alpha + 2.5 \beta)}$$

- (g) Any day with daily *SAIDI* value greater than the threshold value  $T_{MED}$  which occurs during the subsequent *financial year* is classified as a *major event day*.\*

### 3.3 Treatment of a *major event day*

To avoid doubt, a *major event day*, and all *interruptions* beginning on that day, are excluded from the calculation of a *distribution entity's SAIDI* and *SAIFI* in respect of all of its *feeder types*.

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# Electricity Industry Code

## Schedule 2 - Excluded Locations

Suburb	Postcode
Amity	4183
Dunwich	4183
Herring Lagoon	4183
North Stradbroke Island	4183
Point Lookout	4183
Coochiemudlo Island	4184
Karragarra Island	4184
Lamb Island	4184
Macleay Island	4184
Russell Island	4184
Beechmont	4211
Natural Bridge	4211
Numinbah	4211
Numinbah Valley	4211
Austinville	4213
Springbrook	4213
South Stradbroke Island	4216
Pine Creek	4275
Witheren	4275
Allenview	4285
Woodhill	4285
Barney View	4287
Mt Lindesay	4287
Palen Creek	4287
Rathdowney	4287

Suburb	Postcode
Running Creek	4287
Avoca	4306
Linville	4306
Moore	4306
Mt Stanley	4306
Cambroon	4552
Boreen Point	4565
Cooroibah	4565
Cooroibah Heights	4565
Cootharaba	4565
North Shore	4565
Ringtail Creek	4565
Teewah	4565
Anderleigh	4570
Curra	4570
Goomboorian	4570
Kia Ora	4570
Neerdie	4570
Rossmount	4570
Toolara Forest	4570
Wallu	4570
Cooloola Cove	4580
Tin Can Bay	4580
Rainbow Beach	4581
Inskip	4581

# Electricity Industry Code

## Schedule 3 - Not used

*Consultation note - following table to be deleted.*

Customer type			Less than 100MWh pa	Equal to or greater than 100MWh pa
			NMI classification: SMALL	NMI classification: LARGE
1st tier Negotiated Retail Contract	Already on Negotiated Customer Sale Contract (as that term was defined in the Electricity Act 1994 prior to the enactment of the Electricity and Other Legislation Amendment Act 2006) at 1/7/07	Meter type:	n/a	Already has remotely read interval meter.
		Meter read as:		Remotely read interval meter read as interval meter.
		Meter install code in MSATS		Remotely read interval meter: COMMS1-4
		Meter data used for wholesale settlement?		No
		Meter data used in preparation of NSLP (pre peel-off if applicable) on/after 1/7/07?		Yes
		Is meter data used for CLP calculation?		Yes, if meter is registered as controlled load meter.
	Goes on Negotiated Retail Contract on/after 1/7/07	Meter type:	Accumulation meter existing. Manually read interval meter (comms ready) for new & replacement.	Must install remotely read interval meter.
		Meter read as:	Accumulation meter read as accumulation meter. Manually read interval meter read as accumulation meter.	Remotely read interval meter read as interval meter.
		Meter install code in MSATS	Accumulation meter: BASIC Interval meter: BASIC	Remotely read interval meter: COMMS1-4
		Meter data used for wholesale settlement?	No	No
		Meter data used in preparation of NSLP (pre peel-off if applicable) on/after 1/7/07?	No	Yes
		Is meter data used for CLP calculation?	Yes, if meter is registered as controlled load meter.	Yes, if meter is registered as controlled load meter.

Customer type		Less than 100MWh pa	Equal to or greater than 100MWh pa	
		NMI classification: SMALL	NMI classification: LARGE	
2nd tier (all contract types)	Already on retail contract at 1/7/07	Meter type:	n/a	Already has remotely read interval meter.
		Meter read as:		Remotely read interval data
		Meter install code in MSATS		Remotely read interval meter: COMMS1-4
		Meter data used for wholesale settlement?		Yes
		Meter data used in preparation of NSLP (pre peel-off if applicable) on/after 1/7/07?		Yes
		Is meter data used for CLP calculation?		Yes, if meter is registered as controlled load meter.
	Goes on retail contract on/after 1/7/07	Meter type:	Accumulation meter existing. Manually read interval meter (comms ready) for new & replacement.	Must install remotely read interval meter.
		Meter read as:	Accumulation meter read as accumulation meter. Manually read interval meter read as accumulation meter.	Remotely read interval meter read as interval meter.
		Meter install code in MSATS	Accumulation meter: BASIC Interval meter: BASIC	Remotely read interval meter: COMMS1-4
		Meter data used for wholesale settlement?	Yes, profile will be applied if meter is registered as BASIC	Yes
		Meter data used in preparation of NSLP (pre peel-off if applicable) on/after 1/7/07?	No	Yes
		Is meter data used for CLP calculation?	Yes, if meter is registered as controlled load meter.	Yes, if meter is registered as controlled load meter.

**Notes**

- 'Comms ready' refers to manually read interval meters that are capable of having a communication device added so they can become part of a type 4 metering installation without replacing the meter
- An interval meter, whether manually read or remotely read, once installed, must not be replaced by an accumulation meter.
- A remotely read interval meter may only be converted to a manually read interval meter if the consumption drops below 100MWh per annum.
- Ergon Energy does not have a controlled load peel-off in its distribution area.

## Schedule 4 - Maximum charges (clause 3.10)

**These maximum charges are prescribed by section 226 and schedule 8 of the Electricity Regulation**