

# National Energy Retail Rules

## Indicative changes to National Energy Retail Rules proposed in Draft National Energy Retail Amendment (Access, pricing and incentive arrangements for distributed energy resources) Rule 2021

Note: This document shows changes to the relevant parts of the National Energy Retail Rules (NERR) proposed by the Draft National Energy Retail Amendment (Access, pricing and incentive arrangements for distributed energy resources) Rule 2021. It includes rules 56A, 56B, 86A and 86B, and parts of schedules 1, 2 and 3 of the NERR. This modified version of parts of the NERR is provided to assist in responding to the draft rule and should not be used for any other purpose. The Australian Energy Market Commission does not guarantee the accuracy, reliability or completeness of this version of the NERR.

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## Part 2 Customer retail contracts

### Division 9 Other retailer obligations

#### 56A Electricity consumption and export information~~Energy consumption information - supply of electricity only~~

- (1) A retailer must, on a request by a small customer or a *customer authorised representative*, provide information about that customer's energy consumption or export for the previous 2 years in the manner and form required by the *metering data provision procedures*.
- (2) Subject to paragraph (3), information referred to in paragraph (1) must be provided without charge.
- (3) Information under paragraph (1) may be provided subject to a reasonable charge where it has been requested:
  - (a) more than four times in any 12 month period;
  - (b) in a different manner or form than that specified in the *metering data provision procedures*; or
  - (c) by a *customer authorised representative* as part of a request for information about more than one small customer.

#### **Application of this rule to standard retail contracts**

- (4) This rule applies in relation to standard retail contracts.

#### **Application of this rule to market retail contracts**

- (5) This rule applies in relation to market retail contracts (other than prepayment *meter* market retail contracts).

#### 56B **Historical billing and energy** ~~consumption information - supply of electricity only~~

- (1) A reference to a retailer in rules 28 and 56A is a reference to a small customer's current retailer.
- (2) If a small customer or *customer authorised representative* requests from the small customer's previous retailer historical billing or energy consumption or export information for a period within two years prior to the date of the request then, even though the small customer's contract with the previous retailer may otherwise have terminated, the previous retailer must provide the person that made the request with any of the information requested that is then retained by, or otherwise available to, the previous retailer, to the extent that information relates to the period in which the small customer was a customer of the previous retailer. The previous retailer may provide this information subject to a reasonable charge.

**Application of this rule to standard retail contracts**

- (3) This rule applies in relation to standard retail contracts.

**Application of this rule to market retail contracts**

- (4) This rule applies in relation to market retail contracts (other than prepayment *meter* market retail contracts).

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## Part 4 Relationship between distributors and customers

### Division 5 Distributor obligations to customers

#### 86A Provision of information - ~~supply of~~ electricity

- (1) In the case of ~~supply of~~ electricity, a distributor must, on request by a customer, *customer authorised representative* or a customer's retailer, provide information about the:
  - (a) customer's energy consumption or export for the previous 2 years in the manner and form required by the *metering data provision procedures*; or
  - (b) distributor's charges.
- (2) Subject to paragraph (3), information referred to in paragraph (1) must be provided without charge.
- (3) Information under paragraph (1) may be provided subject to a reasonable charge where it has been requested:
  - (a) directly by a customer more than 4 times in any 12 month period;
  - (b) in a different manner or form than that specified in the *metering data provision procedures*; or
  - (c) by a *customer authorised representative* as part of a request for information about more than one customer.

#### 86B Provision of information - ~~supply of~~ gas

- (1) In the case of ~~supply of~~ gas, a distributor must, on request by a customer or a customer's retailer, provide information about the customer's energy consumption or the distributor's charges, but information requested more than once in any 12 month period may be provided subject to a reasonable charge.

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

(Rule 12)

### **9            BILLING**

#### **9.4A    Your electricity (only) consumption and export information**

Upon request, we must give you information about your electricity consumption or export for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months;  
or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

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

(Rule 81)

### PREAMBLE

This contract is about the services which cover connection of your premises to our distribution system, and ~~supply services for the premises~~~~the energy supplied to the premises~~. These services are called "customer connection services".

In addition to this contract, we are required to comply with energy laws and other consumer laws in our dealings with you.

You also have a separate contract with your retailer dealing with the sale of energy to the premises.

More information about this contract and other matters is on our website [permitted alteration: insert distributor's website address].

## 4 WHAT IS THE TERM OF THIS CONTRACT?

### 4.1 When does this contract start?

If your premises are connected to our distribution system, this contract starts on the date when you start to ~~use supply services~~~~take supply of energy~~ at those premises, ~~for example by taking a supply of energy~~.

### 4.2 When does this contract end?

(a) This contract ends:

- (i) if your retailer notifies us that the ~~supply of energy to the premises~~ ~~are~~ is to be disconnected (a 'termination notice')—subject to paragraph (b), on the date we disconnect the premises, (even if you have vacated the premises earlier); or
- (ii) if you start receiving supply ~~services of energy~~ for the premises under a different customer connection contract—on the date that contract starts; or
- (iii) if a different customer starts receiving supply ~~services of energy~~ for the premises—on the date the connection contract of that customer starts;
- (iv) if we both agree to a date to end the contract – on the date that is agreed; or
- (v) 10 business days after we disconnect the premises under the Rules, if you have not within that period asked your retailer to reconnect the premises and met the requirements in the Rules for reconnection.

(b) If your retailer gives us a termination notice but you do not give safe and unhindered access to your premises to conduct a final *meter* reading (where relevant), this contract will not end under paragraph (a)(i) until a final *meter* reading is carried out.

- (c) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

## 5 SCOPE OF THIS CONTRACT

### 5.2 Sale of energy not covered by this contract

This contract does not cover the sale of energy supplied to your premises. This is the role of your retailer.

## 6 YOUR GENERAL OBLIGATIONS

### 6.2 Updating information

You must promptly:

- (a) inform your retailer of any change to your contact details; and
- (b) inform your retailer of any change that you are aware of that materially affects access to your *meter* or to other equipment involved in providing customer connection services at the premises; and
- (c) inform us of any proposed change that you are aware of in plant or equipment, including *metering* equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or *metering* of ~~the supply of energy to for~~ the premises or the premises of any other person; and
- (d) inform either your retailer or us of any permanent material change to the energy load or pattern of usage at the premises.

### 6.3 Your obligation to comply with energy laws and our requirements

You must comply with:

- (a) the energy laws relating to the provision of customer connection services we provide ~~for~~ your premises under this contract; and
- (b) our reasonable requirements under the energy laws, including our service and installation rules. This includes a requirement that you provide and maintain at your premises any reasonable or agreed facility required by us to provide customer connection services ~~for~~ the premises.

### 6.6 Small generators including solar panels

- (a) If you have a small generator connected to our distribution system at the premises, you must comply with the applicable standards in operating and maintaining the generator when you ~~start to use supply services~~ take supply of energy under this contract.
- (b) If you no longer want to keep a small generator at the premises connected to our distribution system, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

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- (c) If you want to connect a small generator at the premises to our distribution system for the purpose of exporting energy (for example, a solar panel), you must apply for a connection alteration under the National Electricity Rules. We will provide you with a copy of the relevant additional terms and conditions ~~at the time~~ when we make our connection offer.

## 8 OUR LIABILITY

- (a) The quality and reliability of your electricity supply service and the quality, pressure and continuity of your gas supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of ~~energy your services, their its~~ quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

## 10 INTERRUPTION TO SUPPLY SERVICES

### 10.1 Distributor may interrupt supply to premises

We may *interrupt* the supply of energy to your premises where permitted under the energy laws, including for a *distributor planned interruption* or where there is an *unplanned interruption* or in accordance with the conditions of any applicable tariff or under a contract with your retailer.

### 10.5 Interruptions to supply services for small generators

We may temporarily interrupt or curtail the supply services provided for export from small generators connected to our distribution system, including for a distributor planned interruption or where there is an unplanned interruption or in accordance with the conditions of any applicable tariff or under a contract with your retailer.

## 11 OUR CHARGES

### 11.3 Compliance with tariff requirements

- (a) If there are any conditions that are relevant to any tariff or charging category that applies to you for the supply ~~services of energy to for~~ your premises we must advise your retailer of those conditions.
- (b) You must comply with any conditions referred to in paragraph (a).

- (c) If you do not comply with the conditions referred to in paragraph (a), we may change the tariff that applies to you.

## 12 DISCONNECTION OF SUPPLY

### 12.1 When can we disconnect?

Subject to us satisfying the requirements in the Rules, we may disconnect your premises if:

- (a) your retailer informs us that it has a right to arrange for disconnection under your contract with your retailer and requests that we disconnect the premises; or
- (b) you use energy supplied to the premises wrongfully or illegally in breach of clause 7; or
- (c) ~~if~~ you fail to pay any direct charges (where relevant) to us under this contract; or
- (d) ~~if~~ you provide false information to us or your retailer such that you would not have been entitled to be connected if you had not provided the false information; or
- (e) ~~if~~ you do not provide and maintain space, equipment, facilities or anything else you must provide under the energy laws or this contract in order for us to provide customer connection services; or
- (f) ~~if~~ you fail to give us safe and unhindered access to the premises as required by clause 9 or any requirement under the energy laws; or
- (g) ~~there is~~ an emergency or for health and safety reasons; or
- (h) ~~if~~ required to do so at the direction of a *relevant authority*; or
- (i) ~~if~~ we are otherwise permitted by the energy laws to disconnect the premises.

**Note:**

The energy laws allow distributors and other authorised people to disconnect or arrange the disconnection of premises in circumstances additional to those set out above.

## 15 PRIVACY ACT NOTICE AND ACCESS TO INFORMATION

### 15.2A Access to information - electricity only

Upon request, we must give you information about your energy consumption ~~or~~ export or our charges for customer connection services for up to 2 years free of charge. We may charge you a reasonable fee for information requested;

- (a) more than 4 times in the previous 12 months; or
- (b) that is different in manner and form to any minimum requirements we are required to meet; or
- (c) by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

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## 16 COMPLAINTS AND DISPUTE RESOLUTION

### 16.1 Complaints

If you have a complaint relating to customer connection services under this contract, including supply services~~the supply of energy to the premises~~, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

**Note:**

Our standard complaints and dispute resolution procedures are published on our website.

### Simplified explanation of terms

**customer connection services** include supply services; services relating to the flow of energy to your premises;

**standard connection contract** means a contract on the terms and conditions and in the form of this document<sub>;-</sub>

supply services means services relating to the flow of energy to or from your premises.

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## **Schedule 3 Savings and Transitional Rules**

### **Part 17 Rules consequential on the making of the National Energy Retail Amendment (Access, pricing and incentive arrangements for distributed energy resources) Rule 2021**

#### **1 Definitions**

(1) In this Part:

**Amending Rule** means the *National Energy Retail Amendment (Access, pricing and incentive arrangements for distributed energy resources) Rule 2021.*

**commencement date** means 30 September 2021.

**required alterations** means the amendments required by Schedule 1 of the Amending Rule to standard retail contracts and deemed standard connection contracts as in force from the commencement date.

#### **2 Variation date**

(1) Retailers must make the required alterations to their standard retail contracts by the commencement date.

(2) Distributors must make the required alterations to their deemed standard connection contracts by the commencement date.

(3) Alterations made under subrules (1) and (2) must take effect on and from the commencement date.