



*National Energy Retail Law (Queensland) Act 2014*

# **National Energy Retail Law (Queensland) Regulation 2014**

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Queensland

# National Energy Retail Law (Queensland) Regulation 2014

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# National Energy Retail Law (Queensland) Regulation 2014

## Part 1 Preliminary

### 1 Short title

This regulation may be cited as the *National Energy Retail Law (Queensland) Regulation 2014*.

### 2 Commencement

This regulation commences on 1 July 2015.

### 3 Definitions

In this regulation—

***distributor*** means—

- (a) for electricity—
  - (i) a regulated distributor system operator within the meaning of the NEL; or
  - (ii) a nominated distributor for electricity under the NERL (Qld), section 12; or
- (b) for gas—
  - (i) a nominated distributor for gas under the NERL (Qld), section 12; or
  - (ii) a distributor under the *Gas Supply Act 2003*, section 22.

***Ergon Energy Retail*** means Ergon Energy Queensland Pty Ltd ACN 121 177 802.

***National Electricity Law*** means the National Electricity Law set out in the Schedule to the *National Electricity (South Australia) Act 1996* (SA).





- (b) for the retail area comprising the distribution area described in distribution authority no. D01/99, first schedule—Ergon Energy Retail;

*Editor's note—*

The holder of distribution authority no. D01/99 is Ergon Energy Distribution.

- (c) for the retail area comprising the area described in the schedule to special approval no. SA01/11—Origin Energy Electricity Limited ACN 071 052 287.

*Editor's note—*

The holder of special approval no. SA01/11 is Essential Energy ABN 37 428 185 226.

- (2) However, the nomination of Ergon Energy Retail under subsection (1)(b) does not apply to—

- (a) the retail area comprising the Queensland supply area described in the schedule to special approval no. SA01/11; or

*Editor's note—*

The holder of special approval no. SA01/11 is Essential Energy ABN 37 428 185 226.

- (b) customers whose premises are located in the Mount Isa–Cloncurry distribution region if those customers are classified, for deciding network charges applying to customers, by a distribution entity as individually calculated customers or connection asset customers.

## **6 Nominated retailers for gas—the NERL (Qld), s 11**

For the NERL (Qld), section 11, each of the following retailers is nominated as a local area retailer for gas for this jurisdiction—

- (a) for the retail area comprising the South East Queensland, Toowoomba and Oakey distribution areas described in distribution authority no. DA-A-009, schedule 1—AGL Sales Pty Limited ACN 090 538 337;

[s 7]

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*Editor's notes—*

- 1 The holder of distribution authority no. DA-A-009 is Allgas Energy Pty Limited ACN 009 656 446.
  - 2 A copy of the distribution authority may be inspected at the department's office or on the department's website.
- (b) for the retail area comprising the Brisbane North, Ipswich, Gladstone, Rockhampton, Maryborough–Hervey Bay and Bundaberg distribution areas described in distribution authority no. DA-A-007, schedule 1—Origin Energy Retail Limited ACN 078 868 425.

*Editor's notes—*

- 1 The holder of distribution authority no. DA-A-007 is Australian Gas Networks Limited.
- 2 A copy of the distribution authority may be inspected at the department's office or on the department's website.

## **7 Nominated distributor for electricity—the NERL (Qld), s 12**

- (1) For the NERL (Qld), section 12, Ergon Energy Distribution is nominated as a nominated distributor for electricity for the parts of the distribution system operated by Ergon Energy Distribution that do not form part of the national grid.
- (2) However, the nomination of Ergon Energy Distribution does not apply to a customer whose premises is located in the Mount Isa–Cloncurry distribution region, other than those customers whose premises are connected to the 220kV supply network in the Mount Isa–Cloncurry distribution region.
- (3) For the nomination of Ergon Energy Distribution under subsection (1), for the NERL (Qld), section 2(1), definition network charges, paragraph (b) is taken to read—
  - (b) for electricity, shared network charges, charges for the use of the distribution system, and charges for specific services provided by the distributor, including connection, disconnection and reconnection services;

- (4) Subsection (3)—
- (a) modifies the National Energy Retail Rules under section 12 of the Act; and
  - (b) is declared to be a modification regulation for section 12(5) of the Act.
- (5) In this section—
- national grid* has the meaning given in the National Electricity Rules, chapter 10.

## **8 Nominated distributor for gas—the NERL (Qld), s 12**

- (1) For the NERL (Qld), section 12, Australian Gas Networks Limited is nominated as a nominated distributor for gas for the following distribution systems—
- (a) the Australian Gas Networks Limited Maryborough–Hervey Bay Distribution Network as described in area distribution authority no. DA-A-007, schedule 1;
  - (b) the Australian Gas Networks Limited Bundaberg Distribution Network as described in area distribution authority no. DA-A-007, schedule 1.
- (2) For the nomination of Australian Gas Networks Limited under subsection (1), for the NERL (Qld), section 2(1), definition network charges, paragraph (a) is taken to read—
- (a) for gas, shared network charges, charges for the use of the distribution system, and charges for specific services provided by the distributor, including connection, disconnection and reconnection services;
- (3) Subsection (2)—
- (a) modifies the National Energy Retail Rules under section 12 of the Act; and
  - (b) is declared to be a modification regulation for section 12(5) of the Act.

## **Part 3 Assigned retailer**

### **9 Nomination of retailer—the NERL (Qld), s 64C**

For the NERL (Qld), section 64C, Ergon Energy Retail is declared as an assigned retailer for the NERL (Qld), part 2, division 12A, subdivision 2.

### **9A Sale of energy under the Solar for Public Housing Trial—the NERL (QLD), s 19C**

For the NERL (Qld), section 19C(5) and (6), the circumstances and conditions are that the customer retail services—

- (a) are provided by Ergon Energy Retail for, or as part of, the trial known as the Solar for Public Housing Trial conducted by the department in conjunction with the department in which the *Housing Act 2003* is administered; or
- (b) after the trial mentioned in paragraph (a) ends and until the end of 2038—
  - (i) are provided by Ergon Energy Retail to a customer at premises to which customer retail services were provided for, or as part of, the trial; and
  - (ii) are of the kind of customer retail services that were provided to the customer at the premises for, or as part of, the trial.

## **Part 4 Prescribed regulators**

### **10 Definition for pt 4**

In this part—

*QCA* means the Queensland Competition Authority established under the *Queensland Competition Authority Act 1997*, section 7.

**11 Prescribed regulator for particular modified National Energy Retail Rules—the NERL (Qld), s 12**

For the NERL (Qld), section 12(1) and (3), the QCA is nominated as the Regulator for—

- (a) the National Energy Retail Rules, sections 152A and 152B; and

*Editor's note—*

See schedule 5, part 3.

- (b) the modified National Energy Retail Rules mentioned in schedule 5, part 4.

**12 Prescribed regulator for the NERL, pt 2, div 1A—the NERL (Qld), s 19D**

For the NERL (Qld), section 19D, the QCA is nominated as the Regulator for the NERL (Qld), part 2, division 1A.

**13 Prescribed regulator for the NERL, s 22A—the NERL (Qld), s 23B**

For the NERL (Qld), section 23B, the QCA is nominated as the Regulator for the NERL (Qld), section 22A.

**14 Prescribed regulator for the NERL, s 23A—the NERL (Qld), s 23B**

For the NERL (Qld), section 23B, the AER is nominated as the Regulator for the NERL (Qld), section 23A.

[s 15]

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**15 Prescribed regulator for the NERL, pt 2, div 10A—the NERL (Qld), s 60E**

For the NERL (Qld), section 60E, the QCA is nominated as the Regulator for the NERL (Qld), part 2, division 10A.

**16 Prescribed regulator for the NERL, pt 2, div 12A—the NERL (Qld), s 64S**

For the NERL (Qld), section 64S, the QCA is nominated as the Regulator for the NERL (Qld), part 2, division 12A.

**17 Prescribed regulator for the NERL, pt 3, div 6A—the NERL (Qld), s 78C**

For the NERL (Qld), section 78C, the QCA is nominated as the Regulator for the NERL (Qld), part 3, division 6A.

## **Part 5 Exemption for exempt sellers**

**18 Exempt seller exemption—Act, s 17**

For section 17 of the Act—

- (a) the exemption for Maranoa Regional Council is subject to the conditions stated in schedule 1; and
- (b) the exemption for Western Downs Regional Council is subject to the conditions stated in schedule 2.

## **Part 6 Model terms and conditions**

**19 Model terms and conditions for standard retail contract for selling electricity using card-operated meter—the NERL (Qld), s 60A**

- (1) For the NERL (Qld), section 60A, the model terms and conditions applying to a standard retail contract (card-operated meters) are set out in schedule 3.

- (2) A statement in schedule 3 that is underlined and in square brackets indicates that a required alteration must be made by omitting the statement and substituting the matter referred to in the statement.

**20 Model terms and conditions for deemed standard connection contract for card-operated meter premises—the NERL (Qld), s 78A**

- (1) For the NERL (Qld), section 78A, the model terms and conditions applying to a deemed standard connection contract for providing customer connection services for card-operated meter premises are set out in schedule 4.
- (2) A statement in schedule 4 that is underlined and in square brackets indicates that a required alteration must be made by omitting the statement and substituting the matter referred to in the statement.

**Part 7 Application of price comparator**

**21 Price comparator applies for this jurisdiction—the NERL (Qld), s 62**

It is declared that the NERL (Qld), section 62, applies in this jurisdiction.

**Part 8 Modification of application of National Energy Retail Rules**

**22 Modification of the application of the Rules—Act, s 12**

- (1) This section and schedule 5 modify the National Energy Retail Rules under section 12 of the Act.

- (2) The National Energy Retail Rules apply to each of the following entities subject to the modifications set out in the provisions mentioned for the entity—
  - (a) for a distributor for electricity—schedule 5, part 2;
  - (b) for an exempt seller of electricity—schedule 5, part 3;
  - (c) for a retailer for electricity—schedule 5, part 3;
  - (d) for a retailer for electricity offering a standard retail contract (card-operated meters)—schedule 5, part 4;
  - (e) for a distributor for electricity offering a standard connection contract (card-operated meters)—schedule 5, part 4.
- (3) This section and schedule 5 are declared to be modification regulations for section 12(5) of the Act.



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# Schedule 1      Conditions of exemption for Maranoa Regional Council

section 18(a)

## Part 1      Interpretation and conditions

### 1      Interpretation

In this schedule—

***distribution area***, of a distribution authority, means the distribution area stated in the distribution authority.

***distribution authority*** means Area Distribution Authority No. DA-A-005 held by Maranoa Regional Council under the *Gas Supply Act 2003*.

***distributor*** means—

- (a) for electricity—
  - (i) a regulated distributor system operator within the meaning of the NEL; or
  - (ii) a nominated distributor for electricity under the NERL (Qld), section 12; or
- (b) for gas—Maranoa Regional Council as a holder of a distribution authority under the *Gas Supply Act 2003*.

***exempt customer*** means an exempt customer under the NERL (Qld), section 109.

***explicit informed consent*** means explicit informed consent under the NERL (Qld), section 39.

***holder*** means Maranoa Regional Council.

***residential exempt customer*** means an exempt customer who purchases energy for personal, household or domestic use at a premises.

*small exempt customer* means an exempt customer who would be a small customer under the NERL (Qld), section 5, if the person were a customer of a retailer within the meaning of that law.

## **2 Conditions generally**

- (1) The holder must comply with the requirements of the *Energy and Water Ombudsman Act 2006* to the extent they apply to the holder.
- (2) The holder may sell gas to exempt customers only from the distribution system described in the Area Distribution Authority No. DA-A-005, schedule 1.
- (3) The holder is not obliged to make an offer to sell gas to an exempt customer if the customer's premises are not, or are not proposed to be, connected to the holder's distribution system.

## **3 Conditions for small exempt customers**

- (1) Subject to subsection (2), the holder may sell gas to small exempt customers only under its standard gas sale contract.
- (2) Subject to subsections (3) and (4), if the holder has, before the commencement, entered into a negotiated retail contract with a small exempt customer under the *Gas Supply Act 2003*, the holder must comply with the contract for the duration of the contract.
- (3) Subsection (4) applies if—
  - (a) the small exempt customer has entered into a negotiated retail contract with the holder under the *Gas Supply Act 2003*; and
  - (b) there is an inconsistency between the negotiated retail contract and the holder's standard gas sale contract.
- (4) The holder must—
  - (a) if a condition of the negotiated retail contract will result in the holder complying with conditions that would be less beneficial to the small exempt customer than the conditions that would apply to the small exempt

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- customer under the holder's standard gas sale contract—comply with the condition of the standard gas sale contract; and
- (b) if a condition of the holder's standard gas sale contract will result in the holder complying with conditions that would be less beneficial to the small exempt customer than the conditions that would apply to the small exempt customer under the negotiated retail contract—comply with the condition of the negotiated retail contract.
- (5) The holder must adopt and publish on its website a standard gas sale contract meeting the requirements set out in part 2 of this schedule.
- (6) The holder must make an offer to sell gas under its standard gas sale contract to small exempt customers in the distribution area of its distribution authority.
- (7) The holder must issue bills to small exempt customers at least once every 3 months.
- (8) However, if the holder obtains the explicit informed consent of a small exempt customer, the holder and small exempt customer may agree to a billing cycle with a regular recurrent period that differs from the usual recurrent period.
- (9) The holder must prepare a bill so that a small exempt customer can easily verify that the bill conforms to their standard gas sale contract.
- (10) The holder must—
- (a) include in a bill for a small exempt customer the particulars set out in part 3 of this schedule; and
- (b) comply with the billing review procedures set out in part 3 of this schedule.
- (11) The holder must comply with the undercharging and overcharging requirements set out in part 4 of this schedule.
- (12) The holder must comply with the security deposit and payment plan requirements set out in part 5 of this schedule.



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- (i) second paragraph—omit the sentence beginning with ‘For example’; and
  - (ii) third paragraph—omit; and
  - (iii) fourth paragraph—insert the appropriate URL in the [permitted alteration];
  - (b) in clause 1 (The parties)—insert ‘Maranoa Regional Council’ in the [permitted alteration];
  - (c) in clause 2 (Definitions and interpretation)—
    - (i) clause 2(a)—omit ‘and the Rules’ and replace with ‘and our seller exemption’; and
    - (ii) clause 2(b)—omit both occurrences of ‘and the Rules’ and replace both occurrences with ‘and our seller exemption’;
  - (d) in clause 3 (Do these terms and conditions apply to you?)—
    - (i) clause 3.1—omit ‘the National Energy Retail Law and the Rules’ and replace with ‘the conditions of our seller exemption under the National Energy Retail Law’; and
    - (ii) clause 3.2(d)—omit; and
    - (iii) clause 3.3—omit;
  - (e) in clause 4 (What is the term of this contract?)—
    - (i) clause 4.1—omit ‘pre-conditions set out in the National Energy Retail Law and the Rules’ and replace with ‘requirements under the Gas Supply Act 2003’; and
    - (ii) clause 4.2(a)(iv)—omit;
  - (f) in clause 5 (Scope of this contract)—omit in clause 5.2 the sentence beginning with ‘This is the role’;
  - (g) in clause 6 (Your general obligations)—omit clause 6.3;
  - (h) in clause 7 (Our liability)—
    - (i) clause 7(a)—omit ‘quality and reliability of your electricity supply and the’; and

- (ii) clause 7(a)—omit ‘(such as your distributor)’; and
  - (iii) clause 7(c)—omit ‘National Energy Retail Law’ and replace with ‘*Gas Supply Act 2003*’;
- (i) in clause 8 (Price for energy and other services)—
  - (i) clause 8.1(a)—omit ‘your distributor’s charges’ and replace with ‘charges for connection services’; and
  - (ii) clause 8.4(b)(ii)—omit ‘or the type of meter is changed (if needed)’;
- (j) in clause 9 (Billing)—
  - (i) clause 9.2(a)—omit ‘the Rules’ and replace with ‘this contract’; and
  - (ii) clause 9.2(c)—omit and replace with—
    - (c) the charges payable for customer connection services, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements for payment.;
- (k) in clause 10 (Paying your bill)—
  - (i) clause 10.3(c)—omit ‘and under the National Energy Retail Law and the Rules’; and
  - (ii) clause 10.4—omit the sentence beginning with [Required alteration];
- (l) in clause 12 (Undercharging and overcharging)—
  - (i) clause 12.2(a)—insert ‘\$50.00’ in the [required alteration]; and
  - (ii) clause 12.2(b)—insert ‘\$50.00’ in the [required alteration];
- (m) in clause 14 (Disconnection of supply)—
  - (i) clause 14.1—omit ‘in the Rules’ and replace with ‘in our seller exemption’; and
  - (ii) clause 14.2—omit ‘in the Rules’ and replace with ‘in our seller exemption’; and

- (iii) clause 14.3(a)(v)—omit; and
- (iv) clause 14.3(b)(iv)—omit ‘clause 6.5 of your customer connection contract which deals with’ and replace with ‘your connection contract relating to the’;
- (n) in clause 15 (Reconnection after disconnection)—omit in clause 15(a) ‘request your distributor’ and replace with ‘arrange’;
- (o) in clause 16 (Wrongful and illegal use of energy)—omit in clause 16.1(d) ‘and the Rules’;
- (p) in clause 17 (Notices and bills)—omit in clause 17(a) ‘and the Rules’ and replace with ‘and our exempt seller conditions’;
- (q) in clause 19 (Complaints and dispute resolution)—insert in clause 19.2 ‘the Energy and Water Ombudsman Queensland’ in the [required alteration];
- (r) in clause 21 (Applicable law)—insert in clause 21 ‘Queensland’ in the [required alteration];
- (s) in clause 23 (General)—omit clause 23.2;
- (t) in Simplified explanation of terms—omit the definitions customer connection contract, designated retailer, distributor, retailer and Rules.

## Part 3 Billing and review of bills

### 7 Required contents of a bill

A bill issued to an exempt customer must include all the following information—

- (a) the exempt customer’s name and account number;
- (b) the address of the exempt customer’s premises for the sale of gas and the exempt customer’s mailing address (if different);
- (c) the meter identifier, if it exists;

Schedule 1

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- (d) the billing period;
- (e) the date by which the bill must be paid (the *pay-by date*) and the date the bill was issued;
- (f) the total amount payable by the exempt customer, including amounts of any arrears or credits;
- (g) tariffs and charges applicable to the exempt customer;
- (h) the basis on which tariffs and charges are calculated;
- (i) whether the bill was issued as a result of a meter reading or an estimation and, if issued as a result of a meter reading, the date of the meter reading;
- (j) the values of meter readings (or, if applicable, estimations) at the start and end of the billing period for the bill;
- (k) particulars of the average daily consumption during the billing period;
- (l) if a bill was issued to the exempt customer by the same retailer for the corresponding billing period during the previous year—particulars of the average daily consumption during that previous billing period;
- (m) the estimated date of the next scheduled meter reading (if applicable);
- (n) details of consumption or estimated consumption of energy;
- (o) any amount deducted, credited or received under a government-funded rebate, concession or relief scheme or under a payment plan;
- (p) if the exempt customer has provided a security deposit—the amount of the deposit;
- (q) details of the available payment methods;
- (r) reference to the availability of government-funded rebates, concessions or relief schemes;
- (s) a telephone number for account enquiries, the charge for which is no more than the cost of a local call;



- (t) a telephone number for complaints (that may be the same as the number for account enquiries), the charge for which is no more than the cost of a local call;
- (u) a separate 24-hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call;
- (v) contact details for interpreter services in community languages.

## 8 Review of a bill

The holder must—

- (a) review a bill issued to a small exempt customer if requested to do so by the customer; and
- (b) conduct the review in accordance with the holder's standard complaints and dispute resolution procedures, including any time limits applicable under those procedures; and

*Note—*

The standard complaints and dispute resolution procedures may be those used by the holder for another purpose.

- (c) inform the small exempt customer of the outcome of the review as soon as reasonably possible but, in any event, within any time limits applicable under the holder's standard complaints and dispute resolution procedures; and
- (d) if the small exempt customer requests that, in reviewing the bill, the meter reading or metering data be checked or the meter tested—ensure it is done in accordance with the relevant obligations on the holder as a distributor within the meaning of the *Gas Supply Act 2003*.



- 
- (b) do 1 of the following—
- (i) repay the amount as reasonably directed by the small exempt customer;
  - (ii) if there is no reasonable direction, credit that amount to the next bill;
  - (iii) if there is no reasonable direction and the small exempt customer has ceased to obtain small exempt customer retail services from the retailer, use its best endeavours to refund the amount within 10 business days.

*Note—*

Money not claimed is to be dealt with by the holder in accordance with the relevant unclaimed money legislation.

- (2) If the amount overcharged is less than \$50, the holder must—
- (a) credit that amount to the next bill; or
  - (b) if the small exempt customer has ceased to obtain small exempt customer retail services from the retailer, use its best endeavours to refund the amount within 10 business days.

*Note—*

Money not claimed is to be dealt with by the holder in accordance with the relevant unclaimed money legislation.

- (3) No interest is payable on an amount overcharged.
- (4) If the small exempt customer was overcharged as a result of the small exempt customer's unlawful act or omission, the holder is required to repay, credit or refund to the small exempt customer only the amount the small exempt customer was overcharged in the 12 months before the error was discovered.

## **Part 5                      Security deposits and payment plans**

### **Division 1                Security deposits**

#### **11            Credit history**

For the purpose of deciding whether to require a small exempt customer to provide a security deposit under section 12 of this schedule, the holder must—

- (a) request the small exempt customer to provide the holder with—
  - (i) permission to obtain a credit check of the credit history of the small exempt customer; and
  - (ii) other information relating to the credit history of the small exempt customer; and
- (b) take into consideration—
  - (i) any credit history obtained as a result of the credit check; and
  - (ii) any credit history provided by the small exempt customer; and
  - (iii) any other available information that relates to the credit history of the small exempt customer;

that is reasonably required for the holder to assess the ability of the small exempt customer to meet the small exempt customer's financial obligations under a standard gas sale contract.

#### **12            Requirement for security deposit**

- (1) Subject to subsections (2) to (4), the holder may require a security deposit for the customer at the following stated times—

- 
- (a) for a residential exempt customer—when the residential exempt customer requests the sale and supply of energy under a standard gas sales contract but not during the currency of the standard gas sales contract;
  - (b) for any other small exempt customer—when the small exempt customer requests the sale and supply of energy under a standard gas sales contract or during the currency of the standard gas sales contract.
- (2) The holder can not require the customer to provide a security deposit unless—
- (a) the customer owes money to the holder in relation to the sale and supply of energy to any premises, unless the bill relating to the amount owed is—
    - (i) under review by the holder under the conditions of this seller exemption; or
    - (ii) under consideration by the energy ombudsman as referred to in this seller exemption; or
  - (b) the customer has fraudulently acquired or intentionally consumed energy otherwise than in accordance with the energy laws within the past 2 years; or
  - (c) the customer has refused or failed to provide acceptable identification to the holder; or
  - (d) the holder reasonably considers the customer has an unsatisfactory credit history; or
  - (e) the customer has refused or failed to provide the holder with the permission or other information requested under section 11 of this schedule.
- (3) The holder cannot require a residential exempt customer to provide a security deposit unless the holder has offered the residential exempt customer the option of a payment plan and the residential exempt customer has—
- (a) declined the offer; or
  - (b) failed to pay an instalment having accepted the offer.

- (4) If the holder requires a security deposit on the basis that the customer has an unsatisfactory credit history, the holder must inform the customer—
  - (a) that the holder has decided the customer has an unsatisfactory credit history; and
  - (b) of the reasons for the holder’s decision; and
  - (c) of the customer’s right to dispute the holder’s decision.
- (5) The holder must not refuse to sell gas on the grounds of non-payment by customers, or partial payment of a security deposit by a customer, but may—
  - (a) arrange to de-energise (or disconnect) the customer’s premises subject to the conditions of this seller exemption; or
  - (b) refuse to arrange re-energisation the customer’s premises.
- (6) Subject to subsection (5), payment or partial payment of a security deposit is not a precondition to the formation of a standard gas sale contract.

### **13 Payment of security deposit**

- (1) A small exempt customer who is required under section 12 to pay a security deposit to the holder is obliged to pay the security deposit when the holder requests.
- (2) The holder may refuse to arrange the re-energisation of a small exempt customer’s premises if a required security deposit remains unpaid and the small exempt customer’s premises has been de-energised for that reason under the conditions of this exemption.
- (3) The holder must keep security deposits in a separate account and separately identify in its accounts the value of security deposits it holds for small exempt customers.

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**14 Amount of security deposit**

The holder must ensure the amount of a security deposit for a small exempt customer is not greater than 37.5% of the small exempt 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.

**15 Interest on security deposit**

- (1) If the holder has received a security deposit from a small exempt customer, the holder must pay interest to the small exempt customer on the deposit at the bank bill rate.
- (2) Interest is to accrue daily and is to be capitalised (if not paid) every 90 days.
- (3) For the purposes of this condition, bank bill rate means a daily published rate no less than the pre-tax rate of return the holder would earn over the period the holder retains the security deposit if it were invested in bank bills that have a term of 90 days.

**16 Use of security deposit**

- (1) The holder may apply a security deposit to offset amounts owed to it by a small exempt customer if, and only if—
  - (a) the small exempt customer fails to pay a bill and the failure results in de-energisation of the small exempt customer's premises by the holder and there is no contractual right to re-energisation of the premises; or
  - (b) in relation to the issue of a final bill—
    - (i) the small exempt customer vacates the premises; or
    - (ii) the small exempt customer requests de-energisation of the premises.
- (2) If a final bill includes amounts payable for goods and services provided by the holder, other than for the sale of gas, the

holder must apply the security deposit firstly in satisfaction of the charges for the sale of gas, unless—

- (a) the small exempt customer otherwise directs; or
  - (b) another apportionment arrangement is agreed to by the small exempt customer.
- (3) The holder must account to the small exempt customer in relation to the application of a security deposit amount within 10 business days after the application of the security deposit.
- (4) A reference in this condition to a security deposit includes a reference to any accrued interest on the security deposit.

## **17 Obligation to return security deposit**

- (1) If the holder required a security deposit under section 12, the holder must repay the security deposit, together with accrued interest, in accordance with a customer's reasonable instructions and within 10 business days after a customer has—
- (a) for a residential exempt customer—completed 1 year's payments; or
  - (b) for any other small exempt customer—completed 2 year's payments by the pay-by dates applying to the customer's bills; or
  - (c) vacated or requested de-energisation of the customer's premises, if the security deposit or any part of it is not required in settlement of the final bill mentioned in section 16(1)(b) of this schedule.
- (2) If the customer does not give reasonable instructions, the holder must credit the amount of the security deposit, together with accrued interest, on—
- (a) if subsection (1)(a) or (b) applies—the customer's next bill; or
  - (b) if subsection (1)(c) applies—the customer's final bill.

*Note—*

Nothing in the conditions stated in this section affects the rights of the holder, in its capacity as a distributor under the *Gas Supply Act 2003*, to



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require a small exempt customer to give an amount in security for providing customer connection services within the meaning of the *Gas Supply Act 2003*.

## Division 2                      Payment plans

### 18            Payment plans

- (1) The holder must offer and apply payment plans for a residential exempt customer experiencing payment difficulties if—
  - (a) the residential exempt customer informs the holder in writing or by telephone that the residential exempt customer is experiencing payment difficulties; or
  - (b) the holder otherwise believes the residential exempt customer is experiencing repeated difficulties in paying the residential exempt customer's bill or requires payment assistance.
- (2) However, the holder is not required to offer a payment plan to the residential exempt customer if the residential exempt customer—
  - (a) has had 2 payment plans cancelled due to non-payment in the previous 12 months; or
  - (b) has been convicted of an offence involving illegal use of gas in the previous 2 years.
- (3) The holder must provide information to the residential exempt customer about the availability of—
  - (a) government-funded rebates, concessions or relief schemes; and
  - (b) appropriate financial counselling services.
- (4) If the residential exempt customer requests the holder to permit payment by using Centrepay as a payment option, the holder may elect to permit this option.

## **Part 6**

# **De-energisation and re-energisation**

### **19 Reminder and disconnection warning notices**

- (1) The holder may issue a small exempt customer a reminder notice after the pay-by date for a bill to remind the small exempt customer that payment is required.
- (2) A reminder notice issued under subsection (1) must—
  - (a) state the date of its issue; and
  - (b) state the date on which the reminder notice period ends; and
  - (c) state that payment of the bill must be made during the reminder notice period; and
  - (d) include details of the holder's telephone number for complaints and disputes.
- (3) The holder may issue a disconnection warning notice to warn a small exempt customer that the customer's premises will or may be de-energised.
- (4) A disconnection warning notice issued under subsection (3) must—
  - (a) state the date of its issue; and
  - (b) state the matter giving rise to the potential de-energisation of the customer's premises; and
  - (c) if the notice has been issued for not paying a bill—
    - (i) state the date on which the disconnection warning period ends; and
    - (ii) state that payment of the bill must be made during the disconnection warning period; and
  - (d) for matters other than not paying a bill—allow a period of not fewer than 5 business days after the date of issue for the customer to rectify the matter before de-energisation will or may occur; and

- (e) inform the customer of applicable re-energisation procedures and (if applicable) that a charge will be imposed for re-energisation; and
- (f) include details of the existence and operation of the Energy and Water Ombudsman Queensland, including contact details; and
- (g) include details of the telephone number of the holder.

## **20 When the holder may arrange de-energisation**

- (1) A holder may arrange de-energisation of a small exempt customer's premises if—
  - (a) the customer—
    - (i) has not paid a bill by the pay-by date; or
    - (ii) is on a payment plan with the holder and has not adhered to the terms of the plan; and
  - (b) if the customer is a residential exempt customer, the customer—
    - (i) has not paid a bill by the pay-by date; and
    - (ii) has not agreed to an offer to pay the bill by instalments or, having agreed to the offer, has failed to adhere to an instalment arrangement; and
  - (c) the holder has given the customer a reminder notice; and
  - (d) the holder has given the customer a disconnection warning notice after the expiry of the period mentioned in the reminder notice; and
  - (e) the holder has, after giving the disconnection warning notice, used its best endeavours to contact the customer, in connection with the failure to pay, or to agree to the offer or to adhere to the payment plan or instalment arrangement mentioned in paragraphs (a)(ii) or (b)(ii), in 1 of the following ways—
    - (i) in person;

- (ii) by telephone (in which case contact is, if the telephone is unanswered, taken to have occurred only if the customer acknowledges receipt of a message);
    - (iii) by facsimile or other electronic means (in which case contact is taken to have occurred only if the customer acknowledges receipt of the message); and
  - (f) the customer has refused or failed to take any reasonable action towards settling the debt.
- (2) If a small exempt customer is a residential exempt customer who has informed the holder in writing or by telephone that the customer is experiencing payment difficulties, a holder must not arrange for de-energisation of the customer's premises unless the holder has offered the customer 2 payment plans in the previous 12 months and—
  - (a) the customer has agreed to neither of them; or
  - (b) the customer has agreed to 1 but not the other of them but the plan to which the customer agreed has been cancelled due to non-payment by the customer; or
  - (c) the customer has agreed to both of them but the plans have been cancelled due to non-payment by the customer.
- (3) The holder may arrange for the de-energisation of a small exempt customer's premises if the customer has failed to pay a security deposit and if—
  - (a) the holder has given the customer a notice of its intention to do so; and
  - (b) the holder has given the customer a disconnection warning notice after the expiry of the period mentioned in the notice of its intention (that is not less than 5 business days after the giving of the notice of its intention).
- (4) The holder may make immediate arrangements for de-energisation of a small exempt customer's premises if there has been—

- (a) fraudulent acquisition of gas at the premises; or
  - (b) intentional consumption of gas at the premises otherwise than in accordance with the energy laws.
- (5) No disconnection warning notice or other notice is required for de-energisation under the circumstances mentioned in subsection (4).

## **21 When the holder must not arrange de-energisation**

- (1) Subject to subsections (2) and (3), the holder must not arrange for de-energisation of a small exempt customer's premises to occur—
- (a) if the small exempt customer has made a complaint, directly related to the reason for the proposed de-energisation, to the holder under the holder's standard complaints and dispute resolution procedures, and the complaint remains unresolved; or
  - (b) if the small exempt customer has made a complaint, directly related to the reason for the proposed de-energisation, to the Energy and Water Ombudsman Queensland, and the complaint remains unresolved; or
  - (c) if the small exempt customer is a residential exempt customer and is adhering to a payment plan under part 5, division 2 of this schedule; or
  - (d) if the small exempt customer informs the holder, or the holder is otherwise aware, that the small exempt customer has formally applied for assistance to an organisation responsible for a rebate, concession or relief available under any government-funded rebate, concession or relief scheme and a decision on the application has not been made; or
  - (e) on the ground that the small exempt customer has failed to pay an amount on a bill that relates to goods and services other than for the sale of energy; or
  - (f) during a protected period within the meaning of the National Energy Retail Rules.

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- (2) Subsections (1)(d), (e) and (f) do not apply if the reason for de-energisation was a failure to provide access to a meter.
- (3) Also, subsection (1) does not apply if—
  - (a) the small exempt customer has requested de-energisation; or
  - (b) the de-energisation of the small exempt customer's premises was due to—
    - (i) the fraudulent acquisition of energy at the premises; or
    - (ii) the intentional consumption of energy at the premises otherwise than in accordance with the energy laws.

## 22 Re-energisation

- (1) This section applies if—
  - (a) the holder has arranged for the de-energisation of a small exempt customer's premises; and
  - (b) the small exempt customer has within 10 business days after the de-energisation—
    - (i) if relevant, rectified the matter that led to the de-energisation or made arrangements to the satisfaction of the holder; and
    - (ii) made a request for re-energisation; and
    - (iii) paid any charge for re-energisation.
- (2) The holder must arrange for re-energisation of the premises within 5 business days after the customer acts under subsection (1)(b).

*Note—*

Re-energisation by the holder in its capacity as a distributor within 5 business days is subject to—

- (a) the relevant gas installation and meters complying with all requirements under the *Petroleum and Gas (Production and Safety) Act 2004* and any other relevant Act; and

- (b) any limits on the holder's obligation to provide 'customer connection services' (within the meaning of the *Gas Supply Act 2003*) under the *Gas Supply Act 2003*, section 109.

## Schedule 2      **Conditions of exemption for Western Downs Regional Council**

section 18(b)

### Part 1                      **Interpretation and conditions**

#### 1                      **Interpretation**

In this schedule—

*distribution area*, of a distribution authority, means the distribution area stated in the distribution authority.

*distribution authority* means Area Distribution Authority No. DA-A-006 held by Western Downs Regional Council under the *Gas Supply Act 2003*.

*distributor* means—

- (a) for electricity—
  - (i) a regulated distributor system operator within the meaning of the NEL; or
  - (ii) a nominated distributor for electricity under the NERL (Qld), section 12; or
- (b) for gas—Western Downs Regional Council as a holder of a distribution authority under the *Gas Supply Act 2003*.

*exempt customer* means an exempt customer under the NERL (Qld), section 109.

*explicit informed consent* means explicit informed consent under the NERL (Qld), section 39.

*holder* means Western Downs Regional Council.



**residential exempt customer** means an exempt customer who purchases energy for personal, household or domestic use at a premises.

**small exempt customer** means an exempt customer who would be a small customer under the NERL (Qld), section 5, if the person were a customer of a retailer within the meaning of that law.

## 2 Conditions generally

- (1) The holder must comply with the requirements of the *Energy and Water Ombudsman Act 2006* to the extent they apply to the holder.
- (2) The holder may sell gas to exempt customers only from the distribution system described in the Area Distribution Authority No. DA-A-005, schedule 1.
- (3) The holder is not obliged to make an offer to sell gas to an exempt customer if the customer's premises are not, or are not proposed to be, connected to the holder's distribution system.

## 3 Conditions for small exempt customers

- (1) Subject to subsection (2), the holder may sell gas to small exempt customers only under its standard gas sale contract.
- (2) Subject to subsections (3) and (4), if the holder has, before the commencement, entered into a negotiated retail contract with a small exempt customer under the *Gas Supply Act 2003*, the holder must comply with the contract for the duration of the contract.
- (3) Subsection (4) applies if—
  - (a) the small exempt customer has entered into a negotiated retail contract with the holder under the *Gas Supply Act 2003*; and
  - (b) there is an inconsistency between the negotiated retail contract and the holder's standard gas sale contract.
- (4) The holder must—

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- (a) if a condition of the negotiated retail contract will result in the holder complying with conditions that would be less beneficial to the small exempt customer than the conditions that would apply to the small exempt customer under the holder's standard gas sale contract—comply with the condition of the standard gas sale contract; and
  - (b) if a condition of the holder's standard gas sale contract will result in the holder complying with conditions that would be less beneficial to the small exempt customer than the conditions that would apply to the small exempt customer under the negotiated retail contract—comply with the condition of the negotiated retail contract.
- (5) The holder must adopt and publish on its website a standard gas sale contract meeting the requirements set out in part 2 of this schedule.
- (6) The holder must make an offer to sell gas under its standard gas sale contract to small exempt customers in the distribution area of its distribution authority.
- (7) The holder must issue bills to small exempt customers at least once every 3 months.
- (8) However, if the holder obtains the explicit informed consent of a small exempt customer, the holder and small exempt customer may agree to a billing cycle with a regular recurrent period that differs from the usual recurrent period.
- (9) The holder must prepare a bill so that a small exempt customer can easily verify that the bill conforms to their standard gas sale contract.
- (10) The holder must—
  - (a) include in a bill for a small exempt customer the particulars set out in part 3 of this schedule; and
  - (b) comply with the billing review procedures set out in part 3 of this schedule.
- (11) The holder must comply with the undercharging and overcharging requirements set out in part 4 of this schedule.

- (12) The holder must comply with the security deposit and payment plan requirements set out in part 5 of this schedule.
- (13) The holder must not arrange de-energisation of a small exempt customer's premises except in accordance with the requirements set out in part 6 of this schedule.

## **Part 2**                      **Standard gas sale contract and amendments to model terms**

### **4**                      **Standard gas sale contract**

The standard gas sale contract is based on the model terms and conditions for standard retail contracts (the *model terms*) contained in the National Energy Retail Rules, schedule 1, subject to the amendments stated in sections 5 and 6 of this schedule and the renumbering of clauses as required.

### **5**                      **General amendments**

The model terms are amended as follows where the context permits—

- (a) replace 'energy' or 'electricity' with 'gas' (except in definitions under the heading *Simplified explanation of terms*);
- (b) replace 'customer' with 'exempt customer' (including in definitions under the heading *Simplified explanation of terms*);
- (c) replace 'standard retail contract' with 'standard gas sale contract';
- (d) replace 'retailer' with 'exempt seller' (except in definitions under the heading *Simplified explanation of terms*).

### **6**                      **Specific amendments**

The model terms are amended as follows—

- (a) in the Preamble—
  - (i) second paragraph—omit the sentence beginning with ‘For example’; and
  - (ii) third paragraph—omit; and
  - (iii) fourth paragraph—insert the appropriate URL in the [permitted alteration];
- (b) in clause 1 (The parties)—insert ‘Maranoa Regional Council’ in the [permitted alteration];
- (c) in clause 2 (Definitions and interpretation)—
  - (i) clause 2(a)—omit ‘and the Rules’ and replace with ‘and our seller exemption’; and
  - (ii) clause 2(b)—omit both occurrences of ‘and the Rules’ and replace both occurrences with ‘and our seller exemption’;
- (d) in clause 3 (Do these terms and conditions apply to you?)—
  - (i) clause 3.1—omit ‘the National Energy Retail Law and the Rules’ and replace with ‘the conditions of our seller exemption under the National Energy Retail Law’; and
  - (ii) clause 3.2(d)—omit; and
  - (iii) clause 3.3—omit;
- (e) in clause 4 (What is the term of this contract?)—
  - (i) clause 4.1—omit ‘pre-conditions set out in the National Energy Retail Law and the Rules’ and replace with ‘requirements under the Gas Supply Act 2003’; and
  - (ii) clause 4.2(a)(iv)—omit;
- (f) in clause 5 (Scope of this contract)—omit in clause 5.2 the sentence beginning with ‘This is the role’;
- (g) in clause 6 (Your general obligations)—omit clause 6.3;
- (h) in clause 7 (Our liability)—

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- (i) clause 7(a)—omit ‘quality and reliability of your electricity supply and the’; and
  - (ii) clause 7(a)—omit ‘(such as your distributor)’; and
  - (iii) clause 7(c)—omit ‘National Energy Retail Law’ and replace with ‘*Gas Supply Act 2003*’;
  - (i) in clause 8 (Price for energy and other services)—
    - (i) clause 8.1(a)—omit ‘your distributor’s charges’ and replace with ‘charges for connection services’; and
    - (ii) clause 8.4(b)(ii)—omit ‘or the type of meter is changed (if needed)’;
  - (j) in clause 9 (Billing)—
    - (i) clause 9.2(a)—omit ‘the Rules’ and replace with ‘this contract’; and
    - (ii) clause 9.2(c)—omit and replace with—
      - (c) the charges payable for customer connection services, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements for payment.;
  - (k) in clause 10 (Paying your bill)—
    - (i) clause 10.3(c)—omit ‘and under the National Energy Retail Law and the Rules’; and
    - (ii) clause 10.4—omit the sentence beginning with [Required alteration];
  - (l) in clause 12 (Undercharging and overcharging)—
    - (i) clause 12.2(a)—insert ‘\$50.00’ in the [required alteration]; and
    - (ii) clause 12.2(b)—insert ‘\$50.00’ in the [required alteration];
  - (m) in clause 14 (Disconnection of supply)—
    - (i) clause 14.1—omit ‘in the Rules’ and replace with ‘in our seller exemption’; and



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- (b) the address of the exempt customer's premises for the sale of gas and the exempt customer's mailing address (if different);
  - (c) the meter identifier, if it exists;
  - (d) the billing period;
  - (e) the date by which the bill must be paid (the *pay-by date*) and the date the bill was issued;
  - (f) the total amount payable by the exempt customer, including amounts of any arrears or credits;
  - (g) tariffs and charges applicable to the exempt customer;
  - (h) the basis on which tariffs and charges are calculated;
  - (i) whether the bill was issued as a result of a meter reading or an estimation and, if issued as a result of a meter reading, the date of the meter reading;
  - (j) the values of meter readings (or, if applicable, estimations) at the start and end of the billing period for the bill;
  - (k) particulars of the average daily consumption during the billing period;
  - (l) if a bill was issued to the exempt customer by the same retailer for the corresponding billing period during the previous year—particulars of the average daily consumption during that previous billing period;
  - (m) the estimated date of the next scheduled meter reading (if applicable);
  - (n) details of consumption or estimated consumption of energy;
  - (o) any amount deducted, credited or received under a government-funded rebate, concession or relief scheme or under a payment plan;
  - (p) if the exempt customer has provided a security deposit—the amount of the deposit;
  - (q) details of the available payment methods;

- (r) reference to the availability of government-funded rebates, concessions or relief schemes;
- (s) a telephone number for account enquiries, the charge for which is no more than the cost of a local call;
- (t) a telephone number for complaints (that may be the same as the number for account enquiries), the charge for which is no more than the cost of a local call;
- (u) a separate 24-hour telephone number for fault enquiries and emergencies, the charge for which is no more than the cost of a local call;
- (v) contact details for interpreter services in community languages.

## **8 Review of a bill**

The holder must—

- (a) review a bill issued to a small exempt customer if requested to do so by the customer; and
- (b) conduct the review in accordance with the holder's standard complaints and dispute resolution procedures, including any time limits applicable under those procedures; and

*Note—*

The standard complaints and dispute resolution procedures may be those used by the holder for another purpose.

- (c) inform the small exempt customer of the outcome of the review as soon as reasonably possible but, in any event, within any time limits applicable under the holder's standard complaints and dispute resolution procedures; and
- (d) if the small exempt customer requests that, in reviewing the bill, the meter reading or metering data be checked or the meter tested—ensure it is done in accordance with the relevant obligations on the holder as a distributor within the meaning of the *Gas Supply Act 2003*.





- (b) do 1 of the following—
- (i) repay the amount as reasonably directed by the small exempt customer;
  - (ii) if there is no reasonable direction, credit that amount to the next bill;
  - (iii) if there is no reasonable direction and the small exempt customer has ceased to obtain small exempt customer retail services from the retailer, use its best endeavours to refund the amount within 10 business days.

*Note—*

Money not claimed is to be dealt with by the holder in accordance with the relevant unclaimed money legislation.

- (2) If the amount overcharged is less than \$50, the holder must—
- (a) credit that amount to the next bill; or
  - (b) if the small exempt customer has ceased to obtain small exempt customer retail services from the retailer, use its best endeavours to refund the amount within 10 business days.

*Note—*

Money not claimed is to be dealt with by the holder in accordance with the relevant unclaimed money legislation.

- (3) No interest is payable on an amount overcharged.
- (4) If the small exempt customer was overcharged as a result of the small exempt customer's unlawful act or omission, the holder is required to repay, credit or refund to the small exempt customer only the amount the small exempt customer was overcharged in the 12 months before the error was discovered.

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## **Part 5                      Security deposits and payment plans**

### **Division 1                Security deposits**

#### **11            Credit history**

For the purpose of deciding whether to require a small exempt customer to provide a security deposit under section 12 of this schedule, the holder must—

- (a) request the small exempt customer to provide the holder with—
  - (i) permission to obtain a credit check of the credit history of the small exempt customer; and
  - (ii) other information relating to the credit history of the small exempt customer; and
- (b) take into consideration—
  - (i) any credit history obtained as a result of the credit check; and
  - (ii) any credit history provided by the small exempt customer; and
  - (iii) any other available information that relates to the credit history of the small exempt customer;

that is reasonably required for the holder to assess the ability of the small exempt customer to meet the small exempt customer's financial obligations under a standard gas sale contract.

#### **12            Requirement for security deposit**

- (1) Subject to subsections (2) to (4), the holder may require a security deposit for the customer at the following stated times—

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- (a) for a residential exempt customer—when the residential exempt customer requests the sale and supply of energy under a standard gas sales contract but not during the currency of the standard gas sales contract;
  - (b) for any other small exempt customer—when the small exempt customer requests the sale and supply of energy under a standard gas sales contract or during the currency of the standard gas sales contract.
- (2) The holder can not require the customer to provide a security deposit unless—
- (a) the customer owes money to the holder in relation to the sale and supply of energy to any premises, unless the bill relating to the amount owed is—
    - (i) under review by the holder under the conditions of this seller exemption; or
    - (ii) under consideration by the energy ombudsman as referred to in this seller exemption; or
  - (b) the customer has fraudulently acquired or intentionally consumed energy otherwise than in accordance with the energy laws within the past 2 years; or
  - (c) the customer has refused or failed to provide acceptable identification to the holder; or
  - (d) the holder reasonably considers the customer has an unsatisfactory credit history; or
  - (e) the customer has refused or failed to provide the holder with the permission or other information requested under section 11 of this schedule.
- (3) The holder cannot require a residential exempt customer to provide a security deposit unless the holder has offered the residential exempt customer the option of a payment plan and the residential exempt customer has—
- (a) declined the offer; or
  - (b) failed to pay an instalment having accepted the offer.

- 
- (4) If the holder requires a security deposit on the basis that the customer has an unsatisfactory credit history, the holder must inform the customer—
    - (a) that the holder has decided the customer has an unsatisfactory credit history; and
    - (b) of the reasons for the holder’s decision; and
    - (c) of the customer’s right to dispute the holder’s decision.
  - (5) The holder must not refuse to sell gas on the grounds of non-payment by customers, or partial payment of a security deposit by a customer, but may—
    - (a) arrange to de-energise (or disconnect) the customer’s premises subject to the conditions of this seller exemption; or
    - (b) refuse to arrange re-energisation the customer’s premises.
  - (6) Subject to subsection (5), payment or partial payment of a security deposit is not a precondition to the formation of a standard gas sale contract.

### **13 Payment of security deposit**

- (1) A small exempt customer who is required under section 12 to pay a security deposit to the holder is obliged to pay the security deposit when the holder requests.
- (2) The holder may refuse to arrange the re-energisation of a small exempt customer’s premises if a required security deposit remains unpaid and the small exempt customer’s premises has been de-energised for that reason under the conditions of this exemption.
- (3) The holder must keep security deposits in a separate account and separately identify in its accounts the value of security deposits it holds for small exempt customers.

## **14 Amount of security deposit**

The holder must ensure the amount of a security deposit for a small exempt customer is not greater than 37.5% of the small exempt 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.

## **15 Interest on security deposit**

- (1) If the holder has received a security deposit from a small exempt customer, the holder must pay interest to the small exempt customer on the deposit at the bank bill rate.
- (2) Interest is to accrue daily and is to be capitalised (if not paid) every 90 days.
- (3) For the purposes of this condition, bank bill rate means a daily published rate no less than the pre-tax rate of return the holder would earn over the period the holder retains the security deposit if it were invested in bank bills that have a term of 90 days.

## **16 Use of security deposit**

- (1) The holder may apply a security deposit to offset amounts owed to it by a small exempt customer if, and only if—
  - (a) the small exempt customer fails to pay a bill and the failure results in de-energisation of the small exempt customer's premises by the holder and there is no contractual right to re-energisation of the premises; or
  - (b) in relation to the issue of a final bill—
    - (i) the small exempt customer vacates the premises; or
    - (ii) the small exempt customer requests de-energisation of the premises.
- (2) If a final bill includes amounts payable for goods and services provided by the holder, other than for the sale of gas, the

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holder must apply the security deposit firstly in satisfaction of the charges for the sale of gas, unless—

- (a) the small exempt customer otherwise directs; or
  - (b) another apportionment arrangement is agreed to by the small exempt customer.
- (3) The holder must account to the small exempt customer in relation to the application of a security deposit amount within 10 business days after the application of the security deposit.
- (4) A reference in this condition to a security deposit includes a reference to any accrued interest on the security deposit.

## 17 Obligation to return security deposit

- (1) If the holder required a security deposit under section 12, the holder must repay the security deposit, together with accrued interest, in accordance with a customer's reasonable instructions and within 10 business days after a customer has—
- (a) for a residential exempt customer—completed 1 year's payments; or
  - (b) for any other small exempt customer—completed 2 year's payments by the pay-by dates applying to the customer's bills; or
  - (c) vacated or requested de-energisation of the customer's premises, if the security deposit or any part of it is not required in settlement of the final bill mentioned in section 16(1)(b) of this schedule.
- (2) If the customer does not give reasonable instructions, the holder must credit the amount of the security deposit, together with accrued interest, on—
- (a) if subsection (1)(a) or (b) applies—the customer's next bill; or
  - (b) if subsection (1)(c) applies—the customer's final bill.

*Note—*

Nothing in the conditions stated in this section affects the rights of the holder, in its capacity as a distributor under the *Gas Supply Act 2003*, to

require a small exempt customer to give an amount in security for providing customer connection services within the meaning of the *Gas Supply Act 2003*.

## **Division 2                      Payment plans**

### **18            Payment plans**

- (1) The holder must offer and apply payment plans for a residential exempt customer experiencing payment difficulties if—
  - (a) the residential exempt customer informs the holder in writing or by telephone that the residential exempt customer is experiencing payment difficulties; or
  - (b) the holder otherwise believes the residential exempt customer is experiencing repeated difficulties in paying the residential exempt customer's bill or requires payment assistance.
- (2) However, the holder is not required to offer a payment plan to the residential exempt customer if the residential exempt customer—
  - (a) has had 2 payment plans cancelled due to non-payment in the previous 12 months; or
  - (b) has been convicted of an offence involving illegal use of gas in the previous 2 years.
- (3) The holder must provide information to the residential exempt customer about the availability of—
  - (a) government-funded rebates, concessions or relief schemes; and
  - (b) appropriate financial counselling services.
- (4) If the residential exempt customer requests the holder to permit payment by using Centrepay as a payment option, the holder may elect to permit this option.



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## Part 6 **De-energisation and re-energisation**

### 19 **Reminder and disconnection warning notices**

- (1) The holder may issue a small exempt customer a reminder notice after the pay-by date for a bill to remind the small exempt customer that payment is required.
- (2) A reminder notice issued under subsection (1) must—
  - (a) state the date of its issue; and
  - (b) state the date on which the reminder notice period ends; and
  - (c) state that payment of the bill must be made during the reminder notice period; and
  - (d) include details of the holder's telephone number for complaints and disputes.
- (3) The holder may issue a disconnection warning notice to warn a small exempt customer that the customer's premises will or may be de-energised.
- (4) A disconnection warning notice issued under subsection (3) must—
  - (a) state the date of its issue; and
  - (b) state the matter giving rise to the potential de-energisation of the customer's premises; and
  - (c) if the notice has been issued for not paying a bill—
    - (i) state the date on which the disconnection warning period ends; and
    - (ii) state that payment of the bill must be made during the disconnection warning period; and
  - (d) for matters other than not paying a bill—allow a period of not fewer than 5 business days after the date of issue for the customer to rectify the matter before de-energisation will or may occur; and

- (e) inform the customer of applicable re-energisation procedures and (if applicable) that a charge will be imposed for re-energisation; and
- (f) include details of the existence and operation of the Energy and Water Ombudsman Queensland, including contact details; and
- (g) include details of the telephone number of the holder.

## **20 When the holder may arrange de-energisation**

- (1) A holder may arrange de-energisation of a small exempt customer's premises if—
  - (a) the customer—
    - (i) has not paid a bill by the pay-by date; or
    - (ii) is on a payment plan with the holder and has not adhered to the terms of the plan; and
  - (b) if the customer is a residential exempt customer, the customer—
    - (i) has not paid a bill by the pay-by date; and
    - (ii) has not agreed to an offer to pay the bill by instalments or, having agreed to the offer, has failed to adhere to an instalment arrangement; and
  - (c) the holder has given the customer a reminder notice; and
  - (d) the holder has given the customer a disconnection warning notice after the expiry of the period mentioned in the reminder notice; and
  - (e) the holder has, after giving the disconnection warning notice, used its best endeavours to contact the customer, in connection with the failure to pay, or to agree to the offer or to adhere to the payment plan or instalment arrangement mentioned in paragraphs (a)(ii) or (b)(ii), in 1 of the following ways—
    - (i) in person;

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- (ii) by telephone (in which case contact is, if the telephone is unanswered, taken to have occurred only if the customer acknowledges receipt of a message);
    - (iii) by facsimile or other electronic means (in which case contact is taken to have occurred only if the customer acknowledges receipt of the message); and
  - (f) the customer has refused or failed to take any reasonable action towards settling the debt.
- (2) If a small exempt customer is a residential exempt customer who has informed the holder in writing or by telephone that the customer is experiencing payment difficulties, a holder must not arrange for de-energisation of the customer's premises unless the holder has offered the customer 2 payment plans in the previous 12 months and—
- (a) the customer has agreed to neither of them; or
  - (b) the customer has agreed to 1 but not the other of them but the plan to which the customer agreed has been cancelled due to non-payment by the customer; or
  - (c) the customer has agreed to both of them but the plans have been cancelled due to non-payment by the customer.
- (3) The holder may arrange for the de-energisation of a small exempt customer's premises if the customer has failed to pay a security deposit and if—
- (a) the holder has given the customer a notice of its intention to do so; and
  - (b) the holder has given the customer a disconnection warning notice after the expiry of the period mentioned in the notice of its intention (that is not less than 5 business days after the giving of the notice of its intention).
- (4) The holder may make immediate arrangements for de-energisation of a small exempt customer's premises if there has been—

- (a) fraudulent acquisition of gas at the premises; or
  - (b) intentional consumption of gas at the premises otherwise than in accordance with the energy laws.
- (5) No disconnection warning notice or other notice is required for de-energisation under the circumstances mentioned in subsection (4).

## **21 When the holder must not arrange de-energisation**

- (1) Subject to subsections (2) and (3), the holder must not arrange for de-energisation of a small exempt customer's premises to occur—
- (a) if the small exempt customer has made a complaint, directly related to the reason for the proposed de-energisation, to the holder under the holder's standard complaints and dispute resolution procedures, and the complaint remains unresolved; or
  - (b) if the small exempt customer has made a complaint, directly related to the reason for the proposed de-energisation, to the Energy and Water Ombudsman Queensland, and the complaint remains unresolved; or
  - (c) if the small exempt customer is a residential exempt customer and is adhering to a payment plan under part 5, division 2 of this schedule; or
  - (d) if the small exempt customer informs the holder, or the holder is otherwise aware, that the small exempt customer has formally applied for assistance to an organisation responsible for a rebate, concession or relief available under any government-funded rebate, concession or relief scheme and a decision on the application has not been made; or
  - (e) on the ground that the small exempt customer has failed to pay an amount on a bill that relates to goods and services other than for the sale of energy; or
  - (f) during a protected period within the meaning of the National Energy Retail Rules.

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- (2) Subsections (1)(d), (e) and (f) do not apply if the reason for de-energisation was a failure to provide access to a meter.
- (3) Also, subsection (1) does not apply if—
- (a) the small exempt customer has requested de-energisation; or
  - (b) the de-energisation of the small exempt customer's premises was due to—
    - (i) the fraudulent acquisition of energy at the premises; or
    - (ii) the intentional consumption of energy at the premises otherwise than in accordance with the energy laws.

## 22 Re-energisation

- (1) This section applies if—
- (a) the holder has arranged for the de-energisation of a small exempt customer's premises; and
  - (b) the small exempt customer has within 10 business days after the de-energisation—
    - (i) if relevant, rectified the matter that led to the de-energisation or made arrangements to the satisfaction of the holder; and
    - (ii) made a request for re-energisation; and
    - (iii) paid any charge for re-energisation.
- (2) The holder must arrange for re-energisation of the premises within 5 business days after the customer acts under subsection (1)(b).

*Note—*

Re-energisation by the holder in its capacity as a distributor within 5 business days is subject to—

- (a) the relevant gas installation and meters complying with all requirements under the *Petroleum and Gas (Production and Safety) Act 2004* and any other relevant Act; and

Schedule 2

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- (b) any limits on the holder's obligation to provide 'customer connection services' (within the meaning of the *Gas Supply Act 2003*) under the *Gas Supply Act 2003*, section 109.

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## **Schedule 3      Model terms and conditions for standard retail contract for selling electricity using card-operated meters**

section 19

### **Model terms and conditions of standard retail contract for card-operated meter customers in Queensland**

#### **Preamble**

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract (card-operated meters) that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

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

#### **1      The parties**

This contract is between—

[Required alteration: **name of designated retailer**], who sells energy to you at your premises (in this contract referred to as ‘we’, ‘our’ or ‘us’); and

**You**, the customer to whom this contract applies (in this contract referred to as ‘you’ or ‘your’).

## **2 Definitions and interpretation**

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the National Energy Retail Rules (the **Rules**). However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) If a simplified explanation in clause 24 differs from a definition, for the same thing, in the National Energy Retail Law or the Rules, the definition in the National Energy Retail Law or the Rules prevails.

## **3 Do these terms and conditions apply to you?**

### **3.1 These are our terms and conditions**

This contract sets out the terms and conditions for a Standard Retail Contract (Card-Operated Meters) for a small customer in Queensland under the National Energy Retail Law and the Rules.

### **3.2 Application of these terms and conditions**

These terms and conditions apply to you if—

- (a) you are—
  - (i) a residential customer; or
  - (ii) a business customer who is a small customer; and
- (b) you have a card-operated meter at your premises.



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## **4 What is the term of this contract?**

### **4.1 When does this contract start?**

Your contract with us will start on the date we first provide you with customer retail services at your premises.

### **4.2 When does this contract end?**

- (a) This contract ends—
  - (i) if the card-operated meter is removed—from the date on which the card-operated meter is removed; or
  - (ii) if you are no longer a small customer—from the date on which the card-operated meter is removed; or
  - (iii) if we both agree to a date to end the contract—on the date that is agreed; or
  - (iv) if a different customer starts to be responsible for the consumption of energy—on the date that customer's contract starts; or
  - (v) if the premises are disconnected at our request and you have not met the requirements in the Rules for reconnection—10 business days from the date of disconnection.
- (b) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

## **5 Scope of this contract**

### **5.1 What is covered by this contract?**

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your meter.
- (b) In return, you agree to meet your obligations under this contract and the energy laws.

## 5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract for card-operated meter premises in Queensland.

## 6 Your general obligations

### 6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### 6.2 Updating information

You must tell us promptly if—

- (a) information you have provided to us changes; or
- (b) you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services to your premises.

### 6.3 Life support equipment

- (a) If a person living at your premises requires life support equipment, you must register the premises with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) Unless you give explicit informed consent for the card-operated meter to continue to be used at the premises, immediately after you register the premises with us, we will make arrangements to remove the card-operated meter and install a standard meter at your premises at no cost to you.
- (c) If the premises are registered as having life support equipment, we must give you—

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- (i) general advice that there may be a retailer planned interruption to the supply of electricity at the premises; and
  - (ii) at least 4 business days notice in writing of any retailer planned interruption to the supply of electricity to the premises; and
  - (iii) an emergency telephone contact number.
- (d) If you do give us explicit informed consent for the card-operated meter to continue to be used at the premises, you may withdraw your consent at any time and we will immediately make arrangements to remove the card-operated meter and install a standard meter at your premises at no cost to you.
- (e) Also, if you give explicit informed consent for the card-operated meter to continue to be used at the premises, we will adopt programs and strategies to help you better manage your electricity costs so that you do not self-disconnect solely due to financial difficulty.
- (f) You must tell us if the life support equipment is no longer required at the premises.

#### 6.4 **Obligations if you are not an owner**

If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

## 7 **Our liability**

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.

- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

## **8 Price for energy and other services**

### **8.1 What are our tariffs and charges?**

- (a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

*Note—*

We do not impose any charges for the termination of this contract.

### **8.2 Changes to tariffs and charges**

If we vary our standing offer prices, we will notify you of the new standing offer price by providing a notice that will be left at your premises.

### **8.3 Variation of tariff due to change of use**

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices from the date that the meter reconfiguration is performed on the card-operated meter.

#### 8.4 Variation of tariff or type of tariff on request

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must transfer you to that other tariff as soon as practicable and will advise you when this will take effect.

#### 8.5 Consumption information

- (a) From 1 July 2016, if you request, we must provide you with the following information—
  - (i) the average daily consumption for your premises for the 12 months preceding the last scheduled meter reading or estimation;
  - (ii) the average daily cost of consumption for your premises for the 12 months preceding the last scheduled meter reading or estimation.
- (b) However, if a card-operated meter was installed in the premises within 12 months of your request, we do not need to provide you with the information mentioned in paragraph (a).

#### 8.6 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) If an amount paid by you under this contract is payment for a 'taxable supply' as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## **9 Charges**

### **9.1 Calculating the charges**

- (a) When you insert your power card into the card-operated meter, credit is transferred from your power card to the meter.
- (b) The credit transferred to your card-operated meter is then deducted from the meter as you consume energy at your premises.
- (c) The credit deducted from your card-operated meter will be calculated on the basis of the applicable charges and fees for the type of tariff applied to your premises.

### **9.2 Emergency credit**

- (a) When the balance of credit on your card-operated meter is entirely depleted you have the option of using emergency credit.
- (b) The level of emergency credit allowed is determined by us and is dependent upon the tariff that applies to you.
- (c) However, on or from 1 July 2018, the level of emergency credit allowed is—
  - (i) at least a level equivalent to the average cost of 3 days supply to within \$1; or
  - (ii) another amount approved by the prescribed regulator.
- (d) When you transfer additional credit to your card-operated meter, the amount of emergency credit consumed will be deducted from the amount of credit placed onto the meter.

### **9.3 Self-disconnection times**

On or from 1 July 2018, we will ensure that our card-operated meter will not disconnect supply of energy to your premises as a result of a self-disconnection before 8.00am and after 3.00pm.

## **10 Paying for energy**

You must pay for your energy by purchasing a power card prior to consuming energy at your premises.

## **11 Card-operated meters**

- (a) You must allow us and our authorised representatives safe and unhindered access to your premises for the following purposes, if relevant—
  - (i) reading, testing, maintaining, inspecting or altering a card-operated meter at the premises;
  - (ii) adjusting your card-operated meter to reflect changes to the standing offer prices;
  - (iii) calculating or measuring energy supplied or taken at the premises;
  - (iv) checking the accuracy of metered consumption at the premises;
  - (v) replacing a card-operated meter.
- (b) We will use our best endeavours to ensure that activities mentioned in paragraph (a) are carried out as frequently as is needed, consistently with changes to the standing offer prices and the metering rules, and in any event at least once every 12 months.
- (c) If we or our authorised representatives seek access to the premises under paragraph (a), we will—
  - (i) comply with the energy laws; and
  - (ii) carry or wear official identification; and
  - (iii) show you the identification if requested.

## **11A Interruption to electricity supply**

### **11A.1 Retailer may arrange retailer planned interruptions (maintenance, repair, etc.)**

- (a) We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted

under the energy laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter.

- (b) If your electricity supply will be affected by a retailer planned interruption arranged by us, we will give you at least 4 business days notice by mail, letterbox drop, press advertisement or other appropriate means.

#### 11A.2 **Application of these terms and conditions**

- (a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises that was arranged by us.
- (b) If you request an explanation in writing we must, within 10 business days of receiving the request, give you either—
  - (i) the written explanation; or
  - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For interruptions made by your distributor, we may refer you to your distributor to provide information.

## 12 **Overcharging**

- (a) If you suspect that you are paying more for the consumption of energy than the standing offer price applicable to your premises, you must advise us as soon as possible.
- (b) If we agree that there is a likelihood that the incorrect tariff has been applied to your card-operated meter, we will arrange for a technician to verify this.
- (c) If the overcharge is verified, we will—
  - (i) adjust the meter to reflect the correct standing offer prices that apply to your premises; and



- (ii) inform you of the overcharging within 10 business days of us becoming aware of the overcharging; and
- (iii) repay the amount overcharged to you within 20 business days.

### **13 Undercharging**

- (a) If we suspect that you are paying less for the consumption of energy than the standing offer price applicable to your premises or the incorrect tariff has been applied to your card-operated meter, we must advise you as soon as possible and arrange for a technician to verify this.
- (b) If the undercharge is verified, we will adjust the card-operated meter to reflect the correct standing offer prices or tariff that apply to your premises.
- (c) If you have been undercharged, we may recover the amount undercharged subject to the following—
  - (i) we will limit the amount to be recovered to the amount undercharged in the 12 months before the date we notified you of the undercharging;
  - (ii) no interest will be charged on the amount to be recovered;
  - (iii) the amount to be recovered will be stated as a separate item in a special bill, together with an explanation of the amount to be recovered;
  - (iv) we will allow you a reasonable time to pay the amount to be recovered, and in any event, no later than 12 months after the day you were notified of the undercharged amount.

## **14 Payment difficulties and hardship**

### **14.1 Payment difficulties and hardship**

- (a) If you experience difficulties purchasing a power card or paying a bill issued to you by us because we have undercharged you and you inform us in writing or by telephone that you are experiencing difficulties in purchasing the power card or paying the bill, we must provide you with the following information—
  - (i) information about the availability of government-funded rebates, concessions or relief schemes;
  - (ii) a copy of our customer hardship policy;
  - (iii) information about the availability of financial counselling services.
- (b) Also, if you are a customer experiencing payment difficulties due to hardship, further protections may be available to you under our customer hardship policy, the National Energy Retail Law and the Rules.

### **14.2 Rebates, concessions or relief schemes**

- (a) You must inform us in writing or by telephone if you have formally been granted assistance under any government-funded rebate, concession or relief scheme.
- (b) We must comply with any community service agreement to make any payments to you under the government-funded rebate, concession or relief scheme.

## **15 Disconnection of supply**

### **15.1 When can we arrange for disconnection?**

We may arrange for the disconnection of your premises if we have not been able to adjust your card-operated meter for new standing offer prices because, on 2 consecutive occasions, you did not give us access to your premises as required by clause 11 or any requirements under the energy laws.

## 15.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. In relation to safe and unhindered access, in addition to any warning notice, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, if there has been illegal or fraudulent use of energy at your premises or if there is an emergency or health and safety issue).

## 15.3 When we must not arrange disconnection

- (a) If your premises is registered as having life support equipment, we must not arrange for your premises to be disconnected other than in an emergency.
- (b) Also, subject to paragraph (c), we will not arrange for your premises to be disconnected during the following times (the *protected period*)—
  - (i) on a business day before 8.00am or after 3.00pm;
  - (ii) on a Friday or the day before a public holiday;
  - (iii) on a weekend or a public holiday;
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year;
  - (v) if you are being disconnected for a failure to pay, during an extreme weather event.
- (c) Your premises may be disconnected within the protected period—
  - (i) for reasons of health and safety; or
  - (ii) in an emergency; or
  - (iii) as directed by a relevant authority; or
  - (iv) if you self-disconnect; or
  - (v) if you are in breach of clause 17, which deals with interference with energy equipment; or

- (vi) if you request us to arrange disconnection within the protected period; or
- (vii) if your premises contain a commercial business that only operates within the protected period and access to the premises is necessary to effect disconnection; or
- (viii) if the premises are not occupied.

## **16 Reconnection after disconnection**

We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected—

- (a) you ask us to arrange for reconnection of your premises; and
- (b) you rectify the matter that led to the disconnection; and
- (c) you pay any reconnection charge (if requested).

## **17 Wrongful and illegal use of energy**

You must not, and must take reasonable steps to ensure others do not—

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that—
  - (i) unreasonably interferes with the connection or supply of energy to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- (e) tamper with, or permit tampering with, any card-operated meters or associated equipment.

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## **18 Notices**

- (a) Notices under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice sent under this contract is taken to have been received by you or by us (as relevant)—
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 10 business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out on our website, or as notified to you from time to time.

## **19 Privacy Act notice**

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

## **20 Complaints and dispute resolution**

### **20.1 Complaints**

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

*Note—*

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

## 20.2 **Our obligations in handling complaints**

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you—

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Queensland by telephone on 1800 662 837 or through their website at [www.ewoq.com.au](http://www.ewoq.com.au).

## 21 **Force majeure**

### 21.1 **Effect of force majeure event**

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party (a *force majeure event*)—

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### 21.2 **Deemed prompt notice**

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24-hour

telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

**21.3 Obligation to overcome or minimise effect of force majeure event**

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

**21.4 Settlement of industrial disputes**

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

**22 Applicable law**

The laws of Queensland govern this contract.

**23 General**

**23.1 Our obligations**

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then—

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

**23.2 Amending this contract**

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the National Energy Retail Law.
- (b) We must publish any amendments to this contract on our website.

## 24 Simplified explanation of terms

***business day*** means a day other than a Saturday, a Sunday or a public holiday.

***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.

***customer*** means a person who buys or wants to buy energy from a retailer.

***customer connection contract*** means a contract between you and your distributor for the provision of customer connection services.

***customer retail services at your premises*** means the sale of electricity to the premises.

***designated retailer*** means the financially responsible retailer for the premises (if you have an existing connection) or the local area retailer (if you do not have an existing connection) for your premises.

***disconnection*** means an action to prevent the flow of energy to the premises, but does not include an interruption or self-disconnection.

***distributor*** means the person who operates the system that connects your premises to the distribution network.

***emergency*** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

***energy*** means electricity.

***energy laws*** means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules.

***force majeure event*** means an event outside the control of a party.

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



***GST Act*** means *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

***interruption*** means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection.

***National Energy Retail Law*** means the law of that name as it applies in Queensland under the *National Energy Retail Law (Queensland) Act 2014*.

***premises*** means the address at which your card-operated meter is installed.

***prescribed regulator*** means a prescribed regulator under the *National Energy Retail Law (Queensland) Regulation 2014*, part 4.

***public holiday*** means a day appointed under the *Holidays Act 1983* or another Act as a public holiday for the area in which your premises is located.

***relevant authority*** means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police.

***residential customer*** means a person who purchases energy principally for personal, household or domestic use at their premises.

***retailer*** means a person that is authorised to sell energy to customers.

***retailer planned interruption*** means an interruption that—

- (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and
- (b) does not involve the distributor effecting the interruption; and
- (c) is not an interruption that has been planned by your distributor.

***Rules*** means the National Energy Retail Rules made under the National Energy Retail Law.

***small customer*** means—

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law.

***standing offer prices*** means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

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## Schedule 4      **Model terms and conditions for deemed standard connection contract for card-operated meter premises**

section 20

### **Model terms and conditions of deemed standard connection contract (card-operated meters)**

#### **Preamble**

This contract is about the services which cover connection of your premises to our distribution system, and the energy supplied to the premises. These services are called ‘customer connection services’. This contract applies to you as a small customer with a card-operated meter at your premises.

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 [required alteration: insert distributor’s website address].

#### **1      The parties**

This contract is between—

[Required alteration: Name of distributor], who provides you with customer connection services at the premises (in this contract referred to as ‘we’, ‘our’ or ‘us’); and

**You**, the customer to whom this contract applies (in this contract referred to as ‘you’ or ‘your’).

## **2 Definitions and interpretation**

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the National Energy Retail Rules (the **Rules**). However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) If a simplified explanation in clause 20 differs from a definition, for the same thing, in the National Energy Retail Law or the Rules, the definition in the National Energy Retail Law or the Rules prevails.

## **3 Do these terms and conditions apply to you?**

### **3.1 These are our terms and conditions**

This contract sets out the terms and conditions for the standard connection contract for card-operated meter customers in Queensland under the National Energy Retail Law and the Rules.

### **3.2 Does this contract apply to you?**

This contract applies to you if—

- (a) your premises are connected to our distribution system; and
- (b) you do not have another customer connection contract with us for those premises; and
- (c) you are a small customer with a card-operated meter.

### **3.3 What if I need a new connection?**

If you require a new connection or an alteration to your existing connection we will provide you with a connection offer in accordance with the National Electricity Rules. That offer will contain terms and conditions relevant to the connection, which will form additional terms and conditions to this contract if you agree to the connection offer.

## **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 take supply of energy at those premises.

### **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 is to be disconnected (a *termination notice*)—on a date specified by us, of which we will give you at least 5 business days but no more than 20 business days notice even if you have vacated the premises earlier; or
  - (ii) if a different customer starts receiving supply of energy for the premises—on the date the connection contract of that customer starts; or
  - (iii) 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; or
  - (iv) if your card-operated meter is replaced with another type of meter.
- (b) Rights and obligations accrued before the end of this contract continue despite the end of this contract.

## **5 Scope of this contract**

### **5.1 What is covered by this contract?**

- (a) Under this contract we agree to provide customer connection services at the premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) Charges for customer connection services are included in the amounts charged by your retailer for energy.

## 5.2 Sale of energy not covered by this contract

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

## 5.3 Services and your connection point

- (a) We must provide, install and maintain equipment for the provision of customer connection services at your premises safely and in accordance with the energy laws.
- (b) Our obligations extend up to the connection point where energy is to be supplied to the premises (as defined by us) and not beyond.

## 5.4 Guaranteed service levels

- (a) We are required under the laws of Queensland to meet certain guaranteed service levels. These requirements are [required alteration: set out the applicable GSL scheme requirements of Queensland]. If we do not meet a relevant guaranteed service level and you are entitled to a payment under those laws, you will need to contact us in writing or by telephone and we will make a payment to you in accordance with the relevant laws.
- (b) Nothing in this contract limits our obligations to make payments in accordance with the Queensland GSL scheme.

*Note—*

If there is no GSL scheme in a State or Territory for small customers, the deletion of this clause is a required alteration.

## 5.5 Small generators including solar panels

- (a) If you have a small generator connected to our distribution system at your premises, you must comply with the applicable standards in operating and maintaining the generator when you start to take supply of energy under this contract.
- (b) If you no longer want to keep the small generator 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.

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

## **6 Your general obligations**

### **6.1 Full information**

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### **6.2 Updating information**

You must 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 card-operated 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 the premises or the premises of any other person.

### **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 to 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 to the premises.

#### **6.4 Life support equipment**

- (a) If a person living at your premises requires life support equipment, you must register the premises with your retailer or with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) You must tell us or your retailer if the life support equipment is no longer required at the premises.
- (c) If the premises are registered as having life support equipment, we must give you—
  - (i) general advice that there may be a distributor planned interruption or unplanned interruption to the supply of energy to the premises; and
  - (ii) at least 4 business days notice in writing of any distributor planned interruptions to the supply of energy to the premises; and
  - (iii) information to assist you to prepare a plan of action in case of an unplanned interruption; and
  - (iv) an emergency telephone contact number.

#### **6.5 Obligations if you are not an owner**

If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.



## **7 Wrongful and illegal use of energy**

### **7.1 Illegal use of energy or interference**

You must not and must take reasonable steps to ensure others do not—

- (a) illegally use energy supplied to the premises; or
- (b) interfere or allow interference with any of our equipment at the premises, except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that—
  - (i) unreasonably interferes with the connection or supply of energy to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) use customer connection services provided by us in a way that is not permitted by law or this contract; or
- (e) tamper with, or permit tampering with, any card-operated meters or associated equipment.

### **7.2 Consequences for wrongful or illegal use**

If you do not comply with clause 7.1, we may, in accordance with the energy laws, take any or all of the following actions—

- (a) estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against you for that amount;
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost;
- (c) arrange for the immediate disconnection of the premises.

## **8 Our liability**

- (a) The quality and reliability of your electricity 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, 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.

## **9 Access to the premises**

### **9.1 Your obligations**

Under the energy laws, you must provide us and our authorised representatives (together with all necessary equipment) safe and unhindered access to the premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to—

- (a) read, test, maintain, inspect or alter any metering installation at the premises; and
- (b) calculate or measure energy supplied or taken at the premises; and
- (c) check the accuracy of metered consumption at the premises; and
- (d) replace card-operated meters, control apparatus and other energy equipment of ours; and
- (e) connect or disconnect the premises; and
- (f) examine or inspect an energy installation at the premises; and

- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of our works at the premises; and
- (h) undertake repairs, testing or maintenance of the distribution system; and
- (i) clear vegetation from the distribution system including any equipment owned by us; and
- (j) take action to determine the appropriate tariff or charging category for the premises; and
- (k) perform services requested by you or your retailer.

## 9.2 **Our obligations**

If we or our representatives seek access to the premises under clause 9.1, we will—

- (a) comply with all relevant requirements under the energy laws; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

# 10 **Interruption to supply**

## 10.1 **Distributor may interrupt supply**

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

## 10.2 **Distributor planned interruptions (maintenance, repair, etc.)**

- (a) We may make distributor planned interruptions to the supply of energy to the premises under the Rules for the following purposes—
  - (i) for the maintenance, repair or augmentation of the transmission system or the distribution system, including maintenance of metering equipment;

- (ii) for the installation of a new connection or a connection alteration to another customer.
- (b) If your energy supply will be affected by a distributor planned interruption, unless you agree to a different notice period, we will give you at least 4 business days notice of the distributor planned interruption by mail, letterbox drop, press advertisement or other appropriate means.

### 10.3 **Unplanned interruptions**

- (a) We may interrupt the supply of energy to your premises in circumstances where we consider that a customer's energy installation or the distribution system poses an immediate threat of injury or material damage to any person, property or the distribution system, including—
  - (i) for unplanned maintenance or repairs; or
  - (ii) for health or safety reasons; or
  - (iii) in an emergency; or
  - (iv) as required by a relevant authority; or
  - (v) to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or
  - (vi) to restore supply to a customer.
- (b) If an unplanned interruption is made, we will use our best endeavours to restore energy supply to the premises as soon as possible.
- (c) We will make information about unplanned interruptions (including the nature of any emergency and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24-hour telephone information service.

### 10.4 **Your right to information about interruptions**

- (a) If you request us to do so, we will use our best endeavours to explain—

- 
- (i) an interruption to the supply of energy to the premises; or
    - (ii) a supply of energy to the premises of a quality in breach of any relevant standards under the energy laws.
  - (b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either—
    - (i) the written explanation; or
    - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
  - (c) For a retailer planned interruption arranged by your retailer, we may refer you to your retailer to provide information.

## **11 Our charges**

### **11.1 Payment**

The amounts you are charged under your contract with your retailer include our charges for customer connection services.

### **11.2 Determination of our charges**

We will determine our charges in accordance with the energy laws.

### **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 of energy to 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—

- (a) if 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) if 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 (if 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) in 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.

### **12.2 Notice and warning of disconnection**

If you are a small customer, we may disconnect your premises under clauses 12.1(c), 12.1(d), 12.1(e) or 12.1(f) only if—

- 
- (a) we have sent you a disconnection warning notice that—
    - (i) requires you to rectify, within 6 business days after the date of issue on the notice, the issue that could lead to disconnection; and
    - (ii) carries a warning of the consequences of failing to comply with the notice; and
  - (b) in relation to safe and unhindered access only, we have used our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to providing a disconnection warning notice; and
  - (c) you fail to comply with the disconnection warning notice within 6 business days after the date of issue.

### 12.3 Life support equipment

If you are a small customer, we must not disconnect your premises if they are registered as having life support equipment, except in an emergency.

### 12.4 When we must not disconnect

- (a) Subject to paragraph (b), and otherwise in accordance with the Rules, if you are a small customer we must not disconnect the premises during the following times (the *protected period*)—
  - (i) on a business day before 8.00am or after 3.00pm;
  - (ii) on a Friday or the day before a public holiday;
  - (iii) on a weekend or a public holiday;
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year;
  - (v) if you are being disconnected for a failure to pay, during an extreme weather event.
- (b) Your premises may be disconnected within the protected period—
  - (i) for reasons of health and safety; or
  - (ii) in an emergency; or

- (iii) as directed by a relevant authority; or
- (iv) if you self-disconnect; or
- (v) if you are in breach of clause 7, which deals with wrongful and illegal use of energy; or
- (vi) if your retailer makes such a request on your behalf; or
- (vii) if your premises contain a commercial business that only operates within the protected period and access to the premises is necessary to effect disconnection; or
- (viii) if the premises are not occupied.

#### 12.5 **Our rights after disconnection**

The disconnection of the premises does not limit or waive any of the parties' rights and obligations under this contract arising before disconnection.

#### 12.6 **Disconnection fee**

If you have not complied with a disconnection warning notice and we arrive at the premises to disconnect the premises but do not do so because you rectify the matter referred to in the disconnection warning notice, you will be liable to pay a reasonable fee for our attendance at the premises.

### 13 **Reconnection after disconnection**

#### 13.1 **Where we must reconnect**

- (a) If you are a small customer, we must arrange for reconnection of the premises if, within 10 business days of your premises being disconnected—
  - (i) if your retailer asked for the disconnection—we are asked by your retailer to reconnect the premises; or
  - (ii) in other circumstances—
    - (A) you ask us to arrange for reconnection of your premises; and



- (B) you rectify the matter that led to the disconnection; and
  - (C) you pay any reconnection charge.
- (b) We may terminate this contract 10 business days following disconnection if the requirements in paragraph (a) are not met.

### 13.2 Timeframe for reconnection

If you are a small customer and at the time of the request for reconnection—

- (a) you or your retailer have made arrangements for payment of the relevant reconnection charge; and
  - (b) you have complied with our requirements under the relevant energy laws; and
  - (c) the necessary infrastructure to re-energise the premises remains in place; and
  - (d) you provide safe and unhindered access to the premises
- we must re-energise the premises within 10 business days, unless you request a later time.

### 13.3 Wrongful disconnection

If we disconnect the premises where we did not have a right to do so, we must reconnect the premises as soon as possible and without charge.

## 14 Notices

- (a) Notices under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice sent under this contract is taken to have been received by you or by us (as relevant)—
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (which excludes depots) (in our case) or successfully faxed to the party (which occurs when

the sender receives a transmission report to that effect); or

(ii) on the date 10 business days after it is posted; or

(iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

## **15 Privacy Act notice and access to information**

### **15.1 Privacy of personal information**

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

### **15.2 Access to information**

On request, we must give you information about your energy consumption or our charges for customer connection services. We may charge you a reasonable fee for information requested more than once in any 12-month period.

## **16 Complaints and dispute resolution**

### **16.1 Complaints**

If you have a complaint relating to 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.

### **16.2 Our obligations in handling complaints or disputes**

If you make a complaint, we must respond to your complaint within the required timeframes in our standard complaints and dispute resolution procedures and inform you—

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that, if you are not satisfied with our response and you are a small customer, you have a right to refer the complaint to the Energy and Water Ombudsman Queensland by telephone on 1800 662 837 or through their website at [www.ewoq.com.au](http://www.ewoq.com.au).

## **17 Force majeure**

### **17.1 Effect of force majeure event**

If either you or we cannot meet an obligation under this contract because of an event outside the control of the party (a *force majeure event*)—

- (a) the obligation, other than an obligation to pay money (including, in our case, a payment for failure to meet a guaranteed service level), is suspended to the extent it is affected by the event for so long as the event continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.

### **17.2 Deemed prompt notice**

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### **17.3 Obligation to overcome or minimise effect of force majeure event**

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

#### **17.4 Settlement of industrial disputes**

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

### **18 Applicable law**

The laws of Queensland govern this contract.

### **19 General**

#### **19.1 Our obligations**

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then—

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

#### **19.2 GST**

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount payable under this contract is stated to include GST.
- (b) If an amount paid by you or by us under this contract is payment for a ‘taxable supply’ as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

#### **19.3 Amending this contract**

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the National Energy Retail Law.

- (b) We must inform you of any material amendments to this contract as required by the National Energy Retail Law.

## 20 Simplified explanation of terms

***business day*** means a day other than a Saturday, a Sunday or a public holiday.

***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.

***connection point*** means the point at which a distribution system connects to an energy installation or equipment that serves the premises of one or more customers.

***customer*** means a person who buys or wants to buy energy from a retailer.

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

***disconnection*** means an action to prevent the flow of energy to the premises, but does not include an interruption or self-disconnection.

***distributor planned interruption*** means an interruption of the supply of energy for—

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (c) the installation of a new connection or a connection alteration.

***emergency*** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

**energy** means electricity.

**energy laws** means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules.

**force majeure event** means an event outside the control of a party.

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

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

**interruption** means a temporary unavailability or temporary curtailment of the supply of energy from a distribution system to a customer, but does not include disconnection.

**National Energy Retail Law** means the law of that name as it applies in Queensland under the *National Energy Retail Law (Queensland) Act 2014*.

**power card** means a card which is purchased by the customer from designated vendors that is able to transfer discrete amounts of credit to the card-operated meter.

**premises** means the address at which customer connection services are provided to you and, to remove doubt, it may include your electrical or gas installation;

**public holiday** means a day appointed under the *Holidays Act 1983* or another Act as a public holiday for the area in which your premises is located.

**Queensland GSL scheme** has the meaning given in the National Energy Retail Law.

**relevant authority** means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police.

**retailer** means a person that is authorised to sell energy to customers.

**retailer planned interruption** means an interruption that—

- (a) is for the purposes of the installation, maintenance, repair or replacement of a meter; and

(b) does not involve the distributor effecting the interruption; and

(c) is not a distributor planned interruption.

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law.

**self-disconnection** means an interruption to the supply of energy because a card-operated meter has no credit (including emergency credit) available.

**small customer** means—

(a) a residential customer; or

(b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law.

**standard connection contract (card-operated meter)** means a contract on the terms and conditions and in the form of this document.

## Schedule 5      **Modification of application of National Energy Retail Rules**

section 22

### Part 1                      **Preliminary**

#### 1                      **Definitions for sch 5**

In this schedule—

*Distribution electricity distributor* means the holder of a distribution authority under the *Electricity Act 1994*.

*Distribution Network Code*, for Ergon Energy Distribution, means the initial distribution network code applying to Ergon Energy Distribution made by the Minister under section 120B of the *Electricity Act 1994*.

*electricity retailer* means the holder of a retailer authorisation under the National Energy Retail Law to sell electricity in Queensland.

*Ergon Energy Distribution* means Ergon Energy Corporation Limited ACN 087 646 062.

*large exempt customer* means an exempt customer who would be a large customer under the NERL (Qld) if the person were a customer of a retailer within the meaning of that law.

*national grid* has the meaning given in the National Electricity Rules, chapter 10.

*on-supplier of electricity* means an exempt seller who—

- (a) is the owner or occupier of premises or has the right to use premises; and

*Examples of exempt sellers under paragraph (a)—*

- an owner or occupier who has a right to use a caravan park, exhibition centre, hostel, hotel, industrial park, lodging house, marina, market arcade, motel or shopping centre
- a body corporate



- (b) sells electricity for use in the premises.

*prescribed regulator* means the entity nominated as a Regulator under the NERL (Qld), section 12.

*relevant exempt seller* means an exempt seller who—

- (a) is an on-supplier of electricity; and  
(b) sells the electricity to large exempt customers.

## Part 2 **Modification of application of Rules for electricity distributors**

### 2 **Rule 3**

Rule 3, definition *metering rules* and *metering coordinator*—  
*omit, insert*—

*metering rules*—

- (a) for electricity for the parts of the distribution system operated by Ergon Energy Distribution that do not form part of the national grid—means the rules applying to meters in the Distribution Network Code applying to Ergon Energy Distribution; or  
(b) for electricity not mentioned in paragraph (a)—means the rules applying to meters in the Retail Market Procedures and the NER, chapter 7.

*metering coordinator*—

- (a) for electricity for the parts of the distribution system operated by Ergon Energy Distribution that do not form part of the national grid—has the meaning given in the Distribution Network Code applying to Ergon Energy Distribution; or

- (b) for electricity not mentioned in paragraph (a)—has the meaning given in the NER, chapter 10.

### **3 Rule 17**

Rule 17(2)—

*omit, insert*—

- (2) The distributor must advise the small customer which retailer has an obligation to make a standing offer to the small customer, and, if the small customer is a move-in customer or is seeking a new connection, also inform the small customer that—
  - (a) requests for customer retail services must be made to a retailer; and
  - (b) the small customer may be able to choose their retailer; and
  - (c) a list of retailers is available on the AER's website.
- (3) However, if the small customer is a small customer seeking customer retail services in a part of the distribution system operated by Ergon Energy Distribution that does not form part of the national grid, the distributor must—
  - (a) advise the small customer which retailer has an obligation to make a standing offer to the small customer; and
  - (b) if the small customer is a move-in customer or is seeking a new connection, inform the small customer that requests for customer retail services must be made to a retailer.

*Note—*

This rule is a civil penalty provision for the purposes of the NERL (QLD).

#### **4 New rule 90A**

After rule 90—

*insert—*

##### **90A Varying notice period for distributor planned interruptions**

###### **(1) Varying notice period for distributor planned interruption**

- (a) Each of the following apply for varying the notice period for a distributor planned interruption under rule 90(1)—
- (i) the period in which a distributor must notify a customer of the distributor planned interruption may be varied by written agreement between the distributor and the customer;
  - (ii) the distributor must, before entering into the agreement, inform the customer that—
    - (A) under rule 90(1), the distributor must notify the customer of a distributor planned interruption at least 4 business days before the date of the distributor planned interruption; and
    - (B) the notice period applying to the customer under rule 90(1) will not apply to the customer if the customer enters into the agreement;
  - (iii) the agreement must be signed by the customer and distributor and include the following information—

- (A) the new period in which the distributor must notify the customer of a distributor planned interruption;
  - (B) the agreement expiry day for the agreement;
  - (C) the types of distributor planned interruptions applying to the agreement;
- (iv) in this rule the *agreement expiry day* means the earlier of the following—
- (A) if the agreement specifies a day that the agreement will expire— that day;
  - (B) otherwise—on the day that is 2 years after the parties enter into the agreement.

**(2) Requirement if notification is to occur on day of distributor planned interruption**

If, under the agreement, the distributor is required to notify the customer only on the day of the distributor planned interruption, the following do not apply to the interruption—

- (a) rule 90(1) and (2);
- (b) rule 99, other than rule 99(4)(a);
- (c) rule 125(2)(d);
- (d) schedule 2, clause 6.4(c)(ii);
- (e) schedule 2, clause 10.2(b).

**(3) Application of varied notice period**

Rule 90(1) applies as if the period agreed to by the parties under subrule (1) were the minimum notice period for a distributor planned interruption under the agreement and references to periods specified in the following rules are

taken to be references to the period agreed between the parties—

- (a) rule 99(1)(b);
- (b) rule 125(2)(d);
- (c) schedule 2, clause 6.4(c)(ii);
- (d) schedule 2, clause 10.2(b).

**(4) Keep a record of the agreement**

- (a) Each of the following applies for the agreement—
  - (i) a distributor must make a record of the agreement and keep a copy of the record for a period of 2 years starting on the day the agreement expires;
  - (ii) the record must be in a format and include such information to enable—
    - (A) the AER to verify the distributor's compliance with this rule; and
    - (B) the distributor to answer enquiries from a customer relating to the agreement.

**4A Rule 101**

Rule 101—

*insert—*

- (1A) The requirement in subrule (1) to respond to an inquiry or complaint about the customer's electricity meter does not apply to a distributor for electricity for the parts of the distribution system operated by Ergon Energy Distribution that do not form part of the national grid.

**5 Schedule 2, item 10.2**

Schedule 2, item 10.2—



Distribution that do not form part of the national grid—has the meaning given in the Distribution Network Code applying to Ergon Energy Distribution; or

- (b) for electricity not mentioned in paragraph (a)—has the meaning given in the NER, chapter 10.

## 6 Rule 19

Rule 19(1)—

*insert—*

- (e) information about the availability of different payment options, including the option to pay a bill in advance under rule 32(5).

## 7 Rule 29

Rule 29(5) and (6)—

*omit, insert—*

- (5) A small customer may request that the meter reading or metering data be checked or the meter tested.
- (5A) If a request is made under subrule (5), the retailer must (as the case may require)—
- (a) arrange for a check of the meter reading or metering data; or
- (b) request the metering coordinator to test the meter.
- (5B) If, after arranging for a check or test under subrule (5A), the retailer is satisfied the check or test proves that the meter is not faulty and is operating correctly, the small customer must pay for the cost of the check or test.
- (6) If, after arranging for a check or test under subrule

(5A), the retailer is satisfied the check or test proves that the meter is faulty or not operating correctly, the retailer—

- (a) must adjust the small customer's bill in accordance with rule 30 or 31, as the case requires; and
- (b) may require the small customer to pay the amount (if any) of the bill that is still outstanding.

(6A) If the retailer conducts a review of a bill under subrule (1) and the retailer is satisfied that the bill is—

- (a) correct—the retailer may request the small customer to pay the amount of the bill that is still outstanding; or
- (b) incorrect—
  - (i) the retailer must adjust the bill in accordance with rule 30 or 31, as the case requires; and
  - (ii) the retailer may require the small customer to pay the amount (if any) of the bill that is still outstanding.

## **8 Rule 46**

Rule 46(4)—

*omit, insert*—

- (4) The notice must be given—
  - (a) if the variation results in an increase in the tariffs and charges applying to the customer—at least 10 business days before the variation to the tariffs or charges are to apply to the customer; or
  - (b) if the variation results in a decrease in the tariffs and charges applying to the



customer—as soon as practicable, and in any event, no later than the customer’s next bill.

## 9 Rule 48A

Rule 48A(3)—

*insert—*

- (g) information about, and a general description of, the alternative contractual options that may be available to the small customer to purchase customer retail services for their premises; and
- (h) information about the ability of the small customer to choose an alternative retailer to purchase customer retail services after the relevant benefit period ends; and
- (i) details about the prices applicable to the sale of electricity to the premises concerned under the contract when the relevant benefit period ends.

## 10 Rule 49A

(1) Rule 49A(1)(b)—

*omit, insert—*

(b) the early termination charge is—

- (i) for the early termination of a fixed term contract—no more than \$20; and
- (ii) for the early termination of a fixed benefit—no more than \$20.

(2) Rule 49A(2) to (7)—

*omit, insert—*

- (2) Subject to subrule (3), a term or condition of a market retail contract that is not a fixed term retail

contract has no effect to the extent that it provides for the payment of an early termination charge (however described).

- (3) Subrule (1) and (2) do not prevent the imposition of an early termination charge due to the early termination of a fixed benefit period, even if this coincides with the termination of the market retail contract.
- (4) An early termination charge (however described), payable if a customer terminates a fixed benefit period early, only has effect if the contract includes details of the amount or manner of calculation of the early termination charge.
- (5) This rule is a minimum requirement that is to apply in relation to small customers who purchase energy under a market retail contract.

## 11 New rule 49B

After rule 49A—

*insert—*

### **49B Particular requirement for retailers offering fixed term retail contracts**

If a retailer offers a customer a market retail contract that includes a term or condition in the contract for the payment of an early termination charge (however described) (an *early termination charge clause*), the retailer must also offer the customer a market retail contract that does not include an early termination charge clause.

## 12 Rule 64

Rule 64(1)(a)—

*omit, insert—*

- (a) all applicable prices, charges, early termination payments and penalties, security

deposits, service levels, concessions or rebates, payment options, including the option to pay a bill in advance under rule 32(5) and billing and alternative payment arrangements and how any of these matters may be changed;

## 12A Rule 99A

Rule 99A(2), 'NMI'—

*omit, insert—*

meter identifier

## 13 Rule 110

Rule 110(2)(c)—

*insert—*

(iii) if the customer is a residential customer—  
include information in relation to government-funded energy charge rebates, concessions or relief schemes; and

## 14 New rules 152A and 152B

After rule 152—

*insert—*

### **152A General condition for exempt seller in Ergon Energy distribution area**

- (1) This rule applies to a relevant exempt seller in relation to the sale of electricity in the Ergon Energy distribution area.
- (2) It is a condition in relation to prices to be charged by the relevant exempt seller to a large exempt customer in the Ergon Energy distribution area that the relevant exempt seller charge the large exempt customer no more than the standing offer price that would be charged by an assigned

retailer supplying the same amount of electricity directly to the large exempt customer's premises.

(3) In this rule—

***Ergon Energy distribution area*** means the distribution area described in distribution authority no. D01/99, first schedule.

*Note—*

The holder of distribution authority no. D01/99 is Ergon Energy Distribution.

### **152B General condition for exempt seller in Origin Energy Electricity Limited retail area**

(1) This rule applies to a relevant exempt seller in relation to the sale of electricity in the Origin Energy Electricity Limited retail area.

(2) It is a condition in relation to prices to be charged by the relevant exempt seller to a large exempt customer in the Origin Energy Electricity Limited retail area that the relevant exempt seller charge the large exempt customer no more than the standing offer price that would be charged by Origin Energy Electricity Limited ACN 071 052 287 supplying the same amount of electricity directly to the large exempt customer's premises under the National Energy Retail Law, division 12A, subdivision 3.

(3) In this rule—

***Origin Energy Electricity Limited retail area*** means the retail area comprising the area described in the schedule to special approval no. SA01/11.

*Note—*

The holder of special approval no. SA01/11 is Essential Energy ABN 37 428 185 226.

**15 Schedule 1, clause 8**

Schedule 1, clause 8.2—

*omit, insert—*

**8.2 Changes to tariffs and charges**

If we vary our standing offer prices and the variation applies to you, we will include details of the variation in your next bill.

[Required alteration: deletion of this item is a required alteration if you are a retailer who sells electricity to small customers whose standing offer prices stop being notified prices within the meaning of the *Electricity Act 1994*, section 90(4), because the price determination fixing the notified prices no longer applies.]

**8.2A Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website.
- (b) If the variation is an increase to the standing offer price, we will publish the variation at least 10 business days before the increase starts.
- (c) We will also—
  - (i) if the variation results in an increase in the standing offer price applying to you—notify you in advance of the variation; and
  - (ii) if the variation results in a decrease in the standing offer price applying to you—include details of the variation in your next bill.
- (d) We will not increase our standing offer prices before 1 July 2016.

- (e) From 1 July 2016, we will not vary our standing offer prices more than once every 6 months.

[Required alteration: deletion of this item is a required alteration if you are a retailer who sells electricity to small customers whose standing offer prices are notified prices within the meaning of the *Electricity Act 1994*, section 90(4).]

## 16 Schedule 1, clause 12

Schedule 1, clause 12.3(b)—

*omit, insert—*

- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill.
- (ba) If we carry out the check or test and—
- (i) the meter proves to be operating correctly or the metering data is accurate, we may request that you pay for the cost of the check or test; or
- (ii) the meter proves to be operating incorrectly or the metering data is inaccurate, we cannot charge you for the cost of the check or test.

[Required alteration: deletion of paragraph (ba) is a required alteration if you are not an electricity retailer.]

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## Part 4                      **Modification of application of Rules for electricity retailers and distributors offering particular contracts**

### 17        **New rule 13A**

After rule 13—

*insert—*

#### **13A Disclosure requirements for standard retail contract (card-operated meters)**

- (1) If a small customer and retailer enter into a standard retail contract (card-operated meters), the retailer must, if requested by the small customer, provide the following information to the small customer in relation to the contract—
  - (a) a copy of the standard retail contract (card-operated meters);
  - (b) the locations of payment centres;
  - (c) the amount of emergency credit to be provided in the card-operated meter system;
  - (d) the method by which the small customer may receive any rebate, concession or relief available under any government-funded energy charge rebate, concession or relief scheme;
  - (e) the dispute resolution options available to small customer;
  - (f) instructions on how to operate the card-operated meter system that are—
    - (i) expressed in clear, simple and concise language; and
    - (ii) in a format that makes it easy for a small customer not familiar with the

operation of a card-operated meter system to understand;

- (g) instructions on how to access the emergency credit facility of the card-operated meter system;
- (h) instructions on how to obtain a refund of remaining credit when the standard retail contract (card-operated meters) is terminated;
- (i) the retailer's telephone number or numbers for complaints, enquiries and emergencies (the charge for which is no more than the cost of making a local call).

*Note—*

This subrule is a civil penalty provision for the purposes of the Law. (See the National Regulations, clause 6 and Schedule 1.)

- (2) The information mentioned in subrule (1) must also be made available for inspection at locations where power cards are sold.
- (3) The retailer must also use its best endeavours to provide the operating instructions in a language requested by a small customer.

## **18 Rule 18**

Rule 18(3) and (4)—

*omit.*

## **19 New rule 18A**

After rule 18—

*insert—*

### **18A Responsibility of small customer in response to request for sale of energy**

A small customer who wishes to purchase energy



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for premises under a standard retail contract (card-operated meters) must ensure that there is safe and unhindered access to the meter at the premises.

**20 Rule 24**

Rule 24—  
*omit.*

**21 Rule 30**

Rule 30(2)(a)—  
*omit, insert—*

- (a) unless the amount was undercharged as a result of the small customer's fault or unlawful act or omission, limit the amount to be recovered to the amount undercharged in the 12 months before the date the small customer is notified of the undercharging; and

**22 Rule 31**

Rule 31—  
*omit, insert—*

**31 Overcharging**

- (1) Where a small customer has been overcharged, the retailer must—
- (a) inform the small customer of the overcharged amount within 10 business days after the retailer becomes aware of the overcharge; and
- (b) repay the amount overcharged to the small customer within 20 business days.

*Notes—*

- 1 This subrule is a civil penalty provision for the purposes of the Law. (See the National Regulations, clause 6 and Schedule 1.)
  - 2 Money not claimed is to be dealt with by the retailer in accordance with the relevant unclaimed money legislation.
- (2) No interest is payable on an amount overcharged.
- (3) If the small customer was overcharged as a result of the small customer's unlawful act or omission, the retailer is only required to repay the small customer the amount the small customer was overcharged in the 12 months before the error was discovered.

**23 Rule 70**

Rule 70(2) and (3)—  
*omit.*

**24 Rule 74**

Rule 74(2)—  
*omit, insert—*

- (2) If the hardship customer is applying for, or has entered into, a standard retail contract (card-operated meters), the retailer may allow the customer to use Centrepay as a payment option.

**25 Rule 86**

Rule 86—  
*omit, insert—*

**86 Provision of information**

- (1) A distributor must, if requested by a customer or a customer's retailer, give information to the customer or the customer's retailer about the

customer's energy consumption or the distributor's charges.

*Note—*

This subrule is a civil penalty provision for the purposes of the Law. (See the National Regulations, clause 6 and Schedule 1.)

- (2) If more than 1 request is made in any 12-month period, the distributor may charge a reasonable amount to give the customer or customer's retailer the information.
- (3) However, if the request is made on or from 1 July 2016, the distributor must provide the following information—
  - (a) the customer's average energy consumption for the customer's premises for the 12 months preceding the last scheduled meter reading or estimation;
  - (b) the distributor's charges for the customer's premises for the 12 months preceding the last scheduled meter reading or estimation.
- (4) This rule does not apply if a card-operated meter was installed in the customer's premises within 12 months after the request.

## 26 New pt 6, div 5

Part 6—

*insert—*

### Division 5

### Additional rules for disconnection of card-operated meter premises

## **122A Disconnection of card-operated meter premises**

### **(1) System requirements**

A retailer who sells energy under a standard retail contract (card-operated meters) must ensure that the card-operated meter system meets the requirements of this rule.

*Note—*

This rule is a civil penalty provision for the purposes of the NERL (QLD).

### **(2) Self-disconnection times**

On or from 1 July 2018, the retailer must ensure that the card-operated meter system will not disconnect supply of energy to a small customer's premises in the event of a self-disconnection before 8.00am and after 3.00pm.

### **(3) Recommencement of supply**

Where supply to the small customer has been interrupted through self-disconnection, the card-operated meter system must be capable of recommencing supply as soon as information is communicated to the system that credit has been applied to the card-operated meter system that exceeds the amount of emergency credit.

### **(4) Emergency credit**

On or from 1 July 2018, the level of emergency credit allowed for a card-operated meter system is—

- (a) at least a level equivalent to the average cost of 3 days of energy supply to within \$1.00; or
- (b) another amount approved by the prescribed regulator.

### **(5) Methodology of average costing**

A retailer must—

- (a) provide the prescribed regulator with a statement of its methodology for determining the average cost of energy supply within 10 days of being requested to do so by notice from the prescribed regulator; and
- (b) if the prescribed regulator does not approve the retailer's methodology—change the methodology within the time stated in a notice from the prescribed regulator and in accordance with changes reasonably specified in the notice.

## 27 New rule 124A

After 124—

*insert—*

### **124A Discontinuation of use of card-operated meter system**

- (1) The retailer must replace a card-operated meter installed in a small customer's premises with a standard meter if—
  - (a) the customer is a life support customer; and
  - (b) the customer has, before entering into the standard retail contract (card-operated meters), consented to using a card-operated meter at the premises; and
  - (c) the customer withdraws that consent by notice to the retailer.
- (2) The retailer must, at no cost to the customer—
  - (a) make immediate arrangements to remove the card-operated meter and install a standard meter; and
  - (b) provide information about, and a general description of, the customer retail contract options available to the customer.