

# **NORTHERN TERRITORY ELECTRICITY RETAIL SUPPLY CODE**

**3 AUGUST 2011**

*Version 5 - 9 January 2025*

## FOREWORD

This Fifth Version of the Northern Territory Electricity Retail Supply Code (Code):

- is made by the Utilities Commission of the Northern Territory pursuant to section 24 of the *Utilities Commission Act 2000* (NT) (Act) and section 44B of the *Electricity Reform Act 2000* (NT);
- commences operation on 8 February 2025 and
- replaces the previous versions of the Code.

Notice of the making of the Code was published in the Gazette on 9 January 2025.

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### Version History

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Historical note: Versions 1 to 4 of this Code were authorised by regulation 2A of the *Utilities Commission Regulations 2001* (NT). Authorisation was moved to the *Electricity Reform Act 2000* (NT) by the *Electricity Legislation Amendment Act 2023* (NT).

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## **1 Introduction**

### **1.1 Authority**

1.1.1 This Code is made by the Commission under section 24 of the Act.

1.1.2 The Commission is authorised by section 44B of the ERA to make a code relating to:

- (a) arrangements to support the operation of retail competition in the electricity supply industry; and
- (b) arrangements between electricity entities and customers.

### **1.2 Scope**

1.2.1 Without limiting clause 1.1.2, the Code may make provision for any one or more of the following:

- (a) the transfer of customers between retailers;
- (b) credit support arrangements;
- (c) billing;
- (d) metering;
- (e) service order arrangements;
- (f) Retailer of Last Resort arrangements;
- (g) a consumer protection framework;
- (h) the needs of the following types of retail customers:
  - (i) customers requiring life support equipment;
  - (ii) residential customers affected by family violence;
  - (iii) residential customers experiencing payment difficulties due to hardship;
- (i) a requirement for a retailer or a network provider to inform customers of the contact details of a relevant complaints handling body; and
- (j) dispute resolution including between:
  - (i) electricity entities; and
  - (ii) electricity entities and customers.

1.2.2 In making this Code, the Commission has:

- (a) sought to promote and achieve the object of the Act;
- (b) sought to promote and achieve the objects of the ERA; and

- (c) had regard to the matters listed in section 6(2) of the Act and section 44C of the ERA.

### **1.3 Date of commencement**

1.3.1 This Code takes effect on and from the Commencement Date.

### **1.4 Application**

1.4.1 This Code applies to:

- (a) electricity entities, including a person whose licence under the ERA has been suspended or cancelled or has expired;
- (b) the system controller;
- (c) where specified in the Code, the market operator; and
- (d) the Commission.

1.4.2 This Code applies in relation to an electricity network regardless of whether that network is regulated by the Network Access Legislation.

1.4.3 Nothing in this Code will derogate from any obligation imposed upon the parties listed in clause 1.4.1 under an applicable regulatory instrument.

### **1.5 Guidelines**

1.5.1 The Commission may publish guidelines relating to (amongst other things) the application or interpretation of matters arising under this Code including but not limited to:

- (a) the administrative procedures and arrangements that the Commission intends to adopt when administering the Code; and/or
- (b) the Commission's interpretation of any clauses or terms used in this Code.

1.5.2 In publishing guidelines under clause 1.5.1, the Commission must:

- (a) give notice to all electricity entities to which this Code applies; and
- (b) publish the guideline on the Commission's website.

1.5.3 A guideline takes effect from the date of its publication or from such later date as the Commission specifies in the guideline.

## **1.6 Directions**

1.6.1 The Commission may issue a direction to an electricity entity regarding any matter that is related to this Code. An electricity entity must comply with any direction issued (and notified in writing) by the Commission to the electricity entity from time to time.

## **1.7 Interpretation**

1.7.1 The Interpretation Act applies to the interpretation of this Code.

1.7.2 Unless the contrary intention is apparent:

- (a) a reference to a clause or Schedule or Annexure is a reference to a clause or Schedule or Annexure in this Code;
- (b) a reference in this Code to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, the document or provision;
- (c) without limiting clause 1.7.1:
  - (i) the word 'may' in conferring a power will be interpreted to imply that a power may be exercised or not, at discretion; and
  - (ii) the word 'must' in conferring a function will be interpreted to mean that the function so conferred must be performed.

1.7.3 Schedules or Annexures to this Code form part of this Code.

1.7.4 If there is any inconsistency between the substantive provisions of this Code and the provisions of any Annexures or Schedules then the provisions of the substantive provisions will prevail to the extent of the inconsistency and the provisions of this Code will be construed accordingly.

## **1.8 Preservation of other obligations**

1.8.1 Nothing in this Code will derogate from any obligation imposed upon an electricity entity under an applicable regulatory instrument.

## **1.9 Assistance and cooperation**

1.9.1 All electricity entities must give all reasonable assistance to each other, and cooperate with each other, in relation to the performance of their respective obligations and the enforcement of their respective rights in respect of the sale and supply of electricity to customers under the applicable regulatory instruments.

- 1.9.2 In particular, all electricity entities must each use their best endeavours to provide or make available to the other at no cost (unless otherwise provided in this Code or in an applicable regulatory instrument) and in a timely manner information or documentation that the other electricity entities reasonably require to carry out their obligations under the applicable regulatory instruments.
- 1.9.3 Each electricity entity must, on becoming aware of any material change in any of the information provided or made available in accordance with this Code, notify the electricity entities that received the information as soon as reasonably practicable of the change.
- 1.9.4 Each electricity entity must take all reasonable steps to ensure that all information that it provides or makes available to the other electricity entities (irrespective of whether the information is generated by a third person) under this Code is accurate and complete.

## **1.10 Exemptions**

- 1.10.1 The Commission may issue an exemption to an electricity entity or other person to whom this Code applies, that exempts the holder from the obligation to comply with one or more provisions of this Code.
- 1.10.2 An exemption:
- (a) must be in writing;
  - (b) must identify the holder of the exemption and the provisions that the exemption applies to; and
  - (c) may be subject to conditions determined by the Commission.
- 1.10.3 The holder of an exemption must comply with any conditions of the exemption.
- 1.10.4 The Commission may, in writing, cancel or modify an exemption (including the conditions of an exemption).
- 1.10.5 Before it cancels or modifies an exemption, the Commission must notify the holder and must give the holder a reasonable opportunity to make representations to the Commission about the matter.
- 1.10.6 The Commission may publish information on its website about exemptions issued, modified or cancelled under this clause 1.10.
- 1.10.7 In deciding whether to issue, modify or cancel an exemption, the Commission:
- (a) will have regard to the objects of the Act and the ERA and the matters listed in section 6(2) of the Act and section 44C of the ERA; and
  - (b) may have regard to such other matters that the Commission considers relevant.

## **2 Adding to or Amending this Code**

### **2.1 Variation or revocation by the Commission under the Act**

2.1.1 The Commission may at any time vary or revoke this Code in accordance with section 24 of the Act.

### **2.2 Application for variation or revocation**

2.2.1 Any electricity entity or interested stakeholder may request the Commission to vary or revoke any part of this Code.

2.2.2 Unless the Commission considers the request has been made on trivial or vexatious grounds (in which case the Commission may immediately reject the request) an application to vary or revoke any part of this Code will be dealt with by the Commission in accordance with this clause 2.

### **2.3 Matters to which the Commission will have regard to in making a decision**

2.3.1 In deciding whether to vary or revoke this Code (or any part of this Code) under clause 2.1 and 2.2, or impose any additional or varied obligations on an electricity entity, the Commission will seek to promote and achieve the objects of the Act and the ERA and will have regard to the matters listed in section 6(2) of the Act and section 44C of the ERA.

## **3 Credit Support Requirements**

### **3.1 Credit support requirements between network providers and retailers**

3.1.1 A network provider may require a retailer to provide credit support up to the Required Network Credit Support Amount.

3.1.2 The Required Network Credit Support Amount must be determined by the network provider in accordance with this Code and the 'Credit Support Guidelines and Methodology' outlined in Annexure 5.

3.1.3 A network provider must include in a request to a retailer for credit support, a statement setting out the basis upon which it has determined the Required Network Credit Support Amount.

### **3.2 Credit support requirements between generators and retailers**

3.2.1 A generator may require a retailer to provide credit support up to the Required Generation Credit Support Amount.

3.2.2 The Required Generation Credit Support Amount must be determined by a generator in accordance with the following requirements:

- (a) If the retailer or its parent company has an acceptable credit rating, the Required Generation Credit Support Amount is NIL.



- (b) If the retailer is unable to satisfactorily demonstrate to the generator that it meets the credit rating requirements set out in clause 3.2.2(a), the Required Generation Credit Support Amount shall be the greater of:
- (i) a multiple of the retailer's reasonable forecast of its highest generation services bill over the following 12 months (which forecast must be updated half yearly) the amount of which shall be reduced by the percentage reduction figure that corresponds with the retailer's credit rating as specified in guidelines; or
  - (ii) a multiple of the generator's record of the highest generation services bill issued to the retailer by the generator over the previous 12 months (which amount will be updated half yearly) the amount of which shall be reduced by the percentage reduction figure that corresponds with the retailer's credit rating as specified in guidelines,

provided that the billing period covered by the highest generation services bill for the purposes of calculating the Required Generation Credit Support Amount shall not be greater than 31 days and shall be negotiated between the retailer and the generator in accordance with clause 3.2.2 (bb).

- (ba) The multiple in clause 3.2.2 (b) must be calculated in accordance with the following formula:

Multiple = CSD/BP where:

- (i) CSD is the credit support duration calculated in accordance with the following formula:

credit support duration = BP + PP + RP where:

- (A) BP is the billing period for the highest generation services bill of up to 31 days;
- (B) PP is the payment period of up to 14 days; and
- (C) RP is the reactive period, which is 14 days or as otherwise specified in guidelines; and

- (ii) BP is the billing period of the highest generation services bill of up to 31 days.

- (bb) The billing period or payment period (whichever is applicable) in clauses 3.2.2 (b) – (ba) must represent the billing period or payment period as negotiated between the retailer and the generator through honest fair and good faith negotiation and where relevant in accordance with any obligation imposed upon the generator under clause 3.5.

- (bc) For the purposes of clause 3.2.2 (b) (ii):

- (i) If the billing period for the generator's record of the highest generation services bill issued to the retailer by the generator over the previous 12 months is not the negotiated billing period as determined in accordance with clause 3.2.2 (bb),

then the Required Generation Credit Support Amount under clause 3.2.2 (b) (ii) shall be:

- (ii) the multiple of the generator's record of that portion of the highest generation services bill that is proportionate to the negotiated billing period (as determined in accordance with clause 3.2.2 (bb)); and/or
  - (iii) calculated in accordance with the methodology as specified in guidelines.
- (c) Prior to obtaining generation services and prior to the 15<sup>th</sup> of December and 15<sup>th</sup> of June of each year, a retailer must provide the generator with its forecast generation services bill for each negotiated billing period of the following 12 month period, which forecast must be calculated in good faith and, subject to clause 3.2.2(d), will be utilised for the purposes of determining the Required Generation Credit Support Amount under clause 3.2.2(b).
- (d) Where the retailer has not provided a forecast of its highest generation services bill in accordance with clause 3.2.2(b) or (c), the generator may determine in good faith the highest generation services bill for the negotiated billing period which amount will be utilised for the purposes of determining the Required Generation Credit Support Amount under clause 3.2.2(b).
- (e) The generator will provide the retailer with notice of its determination under clause 3.2.2(d).
- (f) Where it is determined that additional credit support is required for any reason, the generator will allow the retailer not less than 20 business days after advising the retailer of that determination, in which to provide the additional credit support.

3.2.3 Where the retailer has provided credit support for an amount which is more than 110% of the Required Generation Credit Support Amount, the generator will return the excess credit support to the retailer within 20 business days of being requested to do so in writing by the retailer. Where the form of the credit support provided by the retailer is not readily divisible by the generator, the generator will only be obliged to return the excess credit support to the retailer when the retailer has taken all such actions as are necessary to enable the generator to return the excess credit support.

3.2.4 Where:

- (a) the amount of the credit support provided by the retailer is less than 90% of the Required Generation Credit Support Amount;
- (b) the retailer or its parent company have ceased to hold an acceptable credit rating; or
- (c) the credit support provided by the retailer has ceased to comply with the requirements of clauses 3.4.1(a), 3.4.1(ab) or 3.4.1(b),

then the generator may require a retailer to:

- (d) in the case of clause 3.2.4(a), increase the amount of the credit support to an amount not exceeding the Required Generation Credit Support Amount; or
- (e) in the case of clause 3.2.4(b) and (c), provide credit support which complies with the requirements of clauses 3.4.1(a), 3.2.4 (ab) or 3.4.1(b) for an amount not exceeding the Required Generation Credit Support Amount,

and the retailer must comply with that requirement within 20 business days of receipt of the generator's request.

3.2.5 A generator may only set off from, apply or draw on the credit support (as the case may be) if:

- (a) the generator has given not less than 3 business days' notice to a retailer that it intends to set off, apply or draw on the credit support in respect of an amount due and payable by the retailer to the generator, and that amount remains outstanding at the end of that period; and
- (b) there is no dispute outstanding in relation to the retailer's liability to pay that amount.

3.2.6 Despite clause 3.2.2, a generator may require a retailer to provide credit support if within the previous 12 months, the retailer has failed to pay in full:

- (a) the charges contained in 3 statements of charges by the due date for payment; or
- (b) the charges contained in 2 consecutive statements of charges by the due date for payment; or
- (c) the charges contained in 1 statement of charges within 15 business days of the due date for payment.

3.2.7 If a retailer fails to pay charges contained in a statement of charges, but the charges are disputed, and the retailer has complied with the requirements of clause 11 in respect of the dispute, the retailer will not be considered in default in payment of the disputed charges and the generator will not be entitled to require the retailer to provide credit support.

3.2.8 A retailer must, on request by a generator, under clause 3.2.6 provide credit support to a generator in accordance with clause 3.2.6.

3.2.9 The credit support provided by a retailer under clause 3.2.8 must be:

- (a) for an amount requested by the generator, not exceeding an amount equal to the charges contained in the most recent statement of charges that gave rise to the requirement for the retailer to provide credit support under clause 3.2.6; and
- (b) provided within 5 business days of the generator's request; and
- (c) an acceptable form of credit support in favour of the generator (see clause 3.4).

3.2.10 A retailer must ensure that at all times the aggregate undrawn amount of the credit support is not less than the amount requested by the generator in accordance with clause 3.2.9.

3.2.11 A generator may only set off from, apply or draw on the credit support (as the case may be) if:

- (a) the generator has given not less than 3 business days' notice to a retailer that it intends to set off, apply or draw on the credit support in respect of an amount due and payable by the retailer to the generator, and that amount remains outstanding at the end of that period; and
- (b) there is no dispute outstanding in relation to the retailer's liability to pay that amount.

3.2.12 If:

- (a) a generator and a retailer no longer have any shared customers; or
- (b) in the 12 months since the credit support was provided, the retailer has paid in full the charges contained in each statement of charges issued in that 12 month period by the due date for payment,

the generator must pay, cancel or return to a retailer as appropriate, any balance of credit support outstanding after payment of all amounts owing by the retailer to the generator.

### **3.3 Failure to provide credit support**

3.3.1 Where the retailer has not provided the credit support required under this Code to the network provider, the network provider is under no obligation to commence providing network services to the retailer.

3.3.2 Where the retailer has commenced taking network services from the network provider and has not provided the credit support required under this Code to the network provider, the network provider must notify the Commission, providing all necessary information for the Commission to make a determination as to whether to invoke a Retailer of Last Resort Event.

3.3.3 Where the retailer has not provided to the generator the credit support required under this Code, the generator is under no obligation to commence providing generation services to the retailer.

3.3.4 Where the retailer has commenced taking generation services from the generator and has not provided the credit support to the generator as and when required under this Code, the generator must notify the Commission, providing all necessary information for the Commission to make a determination as to whether to invoke a Retailer of Last Resort Event.

### **3.4 Form of credit support**

3.4.1 The form of the credit support shall be any combination of:

- (a) a bank guarantee that is:
  - (i) in favour of the network provider or the generator (whichever is applicable) and is unconditional and callable on demand; and
  - (ii) issued by a financial institution supervised by the Australian Prudential Regulation Authority;
- (ab) a payment by way of cash that is:
  - (i) made by the retailer;
  - (ii) deposited into an official bank account as instructed by the network provider or generator (whichever is applicable); and
  - (iii) acceptable to the network provider or generator (whichever is applicable) and the retailer through honest, fair and good faith negotiation.
- (b) an unconditional guarantee or other form of irrevocable credit support that is:
  - (i) in a form that is acceptable to the network provider or generator (whichever is applicable) and the retailer through honest, fair and good faith negotiation; and
  - (ii) issued by an entity with an acceptable credit rating; or
- (c) such other forms of credit support that the network provider or the generator (whichever is applicable) agrees with the retailer as being acceptable through honest, fair and good faith negotiation.

### **3.5 Principles of negotiation**

3.5.1 Unless the Commission otherwise considers appropriate, this clause 3.5 will apply to generators in respect of any matter under or in connection with this Code including:

- (a) credit support requirements; and
- (b) the form of credit support,

between generators and a retailer under this clause 3.

3.5.2 The generator must:

- (a) comply with the negotiation principles in clause 3.5.3; and
- (b) no later than the date notified in writing to the generator by the Commission submit to the Commission a negotiation framework which sets out the processes and procedures that the generator intends to adopt for the purpose of complying with the negotiation principles set out in clause 3.5.3.

3.5.3 Negotiation principles include:

- (a) the generator must negotiate honestly fairly and in good faith terms and conditions relating to credit support;
- (b) the generator must provide all information as the retailer may reasonably require to enable the retailer to engage in effective negotiation with the generator in relation to credit support;
- (c) the generator must identify and inform the retailer of the reasonable costs and where relevant the increase or decrease in costs of considering alternative credit support requirements including:
  - (i) lowering or increasing the billing period or payment period (whichever is applicable); and
  - (ii) on the reasonable request of the retailer alternative forms of credit support, whichever is applicable,
- (d) the generator must use its best endeavours to commence, progress and finalise (whichever is applicable) negotiation of credit support with a retailer; and
- (e) such other negotiation principles as specified in guidelines.

3.5.4 The negotiation framework must:

- (a) sufficiently address all of the matters set out in clause 3.5.3; and
- (b) be made publicly available on the generator's website.

3.5.5 If the generator initiates any changes to the negotiation framework then the generator must within 20 business days notify the Commission of all of the proposed changes.

3.5.6 The Commission may by written notice to the generator direct any changes to the negotiation framework in which case the generator must comply with such a direction within the timeframe specified by the Commission.

3.5.7 The generator must comply with the negotiation framework as submitted to the Commission and as varied from time to time under this clause 3.5.

3.5.8 Nothing in the negotiation framework derogates from any obligation imposed upon the generator in clause 3.5.3.

**3.6 Changes in credit rating**

3.6.1 A retailer must notify the generator or network provider (whichever is applicable) of any changes to its credit rating immediately on becoming aware of that change.

3.6.2 A generator or network provider may obtain relevant credit rating information about a retailer and monitor ongoing changes to the retailer's credit rating.

## **4 Coordination**

### **4.1 Coordination Agreement**

4.1.1 Where Network Access Legislation applies the retailer and network provider must enter into a Coordination Agreement for the:

- (a) provision of network access services; and
- (b) the coordination of the following matters:
  - (i) assistance and cooperation between a retailer and network provider;
  - (ii) provision of information between a retailer and network provider;
  - (iii) shared customer enquiries and complaints, and provision of information to shared customers;
  - (iv) new connections, disconnections and reconnections;
  - (v) notification of faults, and planned and unplanned interruptions; and
  - (vi) meter data, varied charges, adjustments and billing.

4.1.1A The provisions of the Coordination Agreement relating to the matters specified in clause 4.1.1(b) must be approved by the Commission prior to entering into the Coordination Agreement.

4.1.1B For the avoidance of doubt, a Coordination Agreement may include additional matters that are not specified in clause 4.1.1.

4.1.1C A retailer and network provider are not required to enter into a Coordination Agreement where the retailer has no customers.

4.1.2 A retailer must be registered with the market operator prior to participating in the Darwin-Katherine wholesale electricity market.

4.1.3 The network provider must provide network access services in relation to the retailer's customers as required by the Network Access Legislation and the Coordination Agreement.

4.1.4 The network provider must provide connection services as required by the Network Access Legislation and the Coordination Agreement for the premises of each of the retailer's customers:

- (a) who requests those connection services;
- (b) whose premises are connected, or who is seeking to have those premises connected, to the network provider's electricity network; and
- (c) who has entered into an electricity supply contract with that retailer.

## **5 Metering**

### **5.1 Requirement for interval metering**

- 5.1.1 A retailer must not initiate a transfer unless the customer's exit point has an interval meter installed. For the avoidance of doubt, a customer with an accumulation meter or unmetered installations may not be transferred to another retailer (except where due to a Retailer of Last Resort Event).
- 5.1.2 The interval meter may be either manually or remotely read by the network provider.
- 5.1.3 A retailer must not initiate a transfer of a customer, if that customer's premises are connected to and supplied with electricity from an embedded network.

## **6 Market Data and Billing**

### **6.1 Market data procedures**

- 6.1.1 If under this Code a retailer or network provider sends a communication electronically, the retailer and network provider must first notify and confirm each other's electronic communication address(es).
- 6.1.2 A retailer may submit a request for standing data to a network provider in relation to a customer by completing a standing data request form and submitting it to the network provider.
- 6.1.3 The responsible retailer at a greenfield exit point may request historical consumption data from the network provider in relation to a customer without obtaining verifiable consent from the customer but may only use such historical consumption data for the purposes of billing a customer for electricity used for which the responsible retailer is liable.
- 6.1.4 The network provider may provide historical consumption data requested under clause 6.1.3 but only for the purpose of the responsible retailer billing a customer for electricity used for which the responsible retailer is liable.
- 6.1.5 A retailer must retain records of any verifiable consent for at least 2 years from the date on which verifiable consent is obtained.
- 6.1.6 A retailer may submit a request for historical consumption data to a network provider in relation to a customer by completing an historical consumption data request form and submitting it to the network provider.
- 6.1.7 Unless otherwise agreed between the network provider and the retailer, a separate data request form must be submitted for each exit point.
- 6.1.8 A network provider must publish:
  - (a) a standing data request form, which must comply with Annexure 1; and



- (b) an historical consumption data request form, which must comply with Annexure 2.
- 6.1.9 A network provider must respond to a valid data request from a retailer by providing the data stipulated in Annexure 4 within:
- (a) 2 business days of the data request for standing data being submitted; and
  - (b) 3 business days of the data request for historical consumption data being submitted.
- 6.1.10 The network provider may reject a valid data request by electronically notifying the retailer within 3 business days if information provided by the retailer in the data request is inconsistent with the network provider's records in respect of the customer.
- 6.1.11 A retailer may electronically notify a network provider that it withdraws a data request at any time before the network provider provides data.
- 6.1.12 The retailer must pay any reasonable charges:
- (a) incurred by the network provider in providing data; and
  - (b) published by the network provider.
- 6.1.13 If the network provider receives a valid data request under this clause 6.1 in respect of 10 or more meter installations then the timeframes stipulated in clauses 6.1.9 and 6.1.10 will not apply to that valid data request but only if:
- (a) the network provider, acting in good faith, determines that it does not have the capacity to finalise the valid data request in accordance with the timeframes stipulated in clauses 6.1.9 and 6.1.10;
  - (b) the network provider notifies the relevant retailer in writing that this clause 6.1.13 applies to the valid data request;
  - (c) the network provider notifies the relevant retailer in writing of the timeframe within which it can finalise the valid data request which:
    - (i) is expressed in business days from the date on which the network provider received the valid data request from the retailer; and
    - (ii) is fair and reasonable in the circumstances; and
  - (d) the network provider notifies the Commission in writing of the timeframe as determined in accordance with this clause 6.1.13.
- 6.1.14 If clause 6.1.13 applies to a valid data request then the network provider must respond to that valid data request by providing the data stipulated in Annexure 4 to the relevant retailer in accordance with the timeframe notified to that retailer under clause 6.1.13 (c).
- 6.1.15 Clauses 6.1.13 and 6.1.14 expire on 1 January 2022.

## 6.2 Customer access to data

- 6.2.1 A customer, or its authorised agent or representative, may submit a request for its own historical consumption data to a network provider by completing a historical consumption data request form and submitting it to the network provider.
- 6.2.2 The network provider must publish a standard historical consumption data request form on the network provider's website. The standard historical consumption data request form must include instructions that enable a customer to submit a valid historical consumption data request form to the network provider (including instructions on where to find a meter serial number for a customer and a UMI or NMI for the exit point and/or a customer).
- 6.2.3 The network provider must provide a customer with its historical consumption data within 3 business days of receiving a valid request in writing from the customer.
- 6.2.4 If a request provided under clause 6.2.3 is not valid, the network provider must within 1 business day of receiving such a request notify the customer of the information the network provider reasonably requires for the request to be considered valid.
- 6.2.5 A customer may use this historical consumption data without any restriction and the customer retains full ownership of its copy of the historical consumption data.
- 6.2.6 The customer must pay any reasonable charges:
- (a) incurred by the network provider in providing the data; and
  - (b) published by the network provider.
- 6.2.7 If the network provider receives a valid historical consumption data request under this clause 6.2 in respect of 10 or more meter installations then the timeframe stipulated in clause 6.2.3 will not apply to that historical consumption data request but only if:
- (a) the network provider, acting in good faith, determines that it does not have the capacity to finalise the valid historical consumption data request in accordance with the timeframe stipulated in clause 6.2.3;
  - (b) the network provider notifies the relevant customer in writing that this clause 6.2.7 applies to the valid historical consumption data request;
  - (c) the network provider notifies the relevant customer in writing of the timeframe within which it can finalise the valid historical consumption data request which:
    - (i) is expressed in business days from the date on which the network provider received the valid historical consumption data request from the customer; and
    - (ii) is fair and reasonable in the circumstances; and
  - (d) the network provider notifies the Commission in writing of the timeframe as determined in accordance with this clause 6.2.7.

6.2.8 If clause 6.2.7 applies to a valid historical consumption data request then the network provider must respond to that valid historical consumption data request by providing the historical consumption data to the relevant customer in accordance with the timeframe notified to that customer under clause 6.2.7 (c).

6.2.9 Clauses 6.2.7 and 6.2.8 expire on 1 January 2022.

### **6.3 Multi-party agreement**

6.3.1 An electricity entity may enter into a multi-party agreement with one or more electricity entities to facilitate access to and usage of market data under this clause 6.

6.3.2 Without limitation a multi-party agreement may include processes and procedures for the disclosure of market data from the network provider to a generator for the purpose of facilitating wholesale generation quotes to a retailer at the request of that retailer.

6.3.3 A multi-party agreement between the network provider, a generator and a retailer is not, in and of itself, prohibited under or in connection with any obligation imposed upon the network provider in the Ring-fencing Code.

6.3.4 A multi-party agreement must not be inconsistent with any other obligation imposed upon an electricity entity under an applicable regulatory instrument.

### **6.4 Third Party Assistance**

6.4.1 A third party assisting the network provider to perform functions under this clause 6 may access data.

6.4.2 Access to data permitted under clause 6.4.1 is only permitted for the purpose of, and to the extent necessary for, the third party providing assistance to the network provider.

6.4.3 Without limiting any obligations that may otherwise apply, a third party accessing data under clause 6.4.1 must comply with, and is subject to, the same obligations with respect to confidentiality and privacy as the network provider under this clause 6.

### **6.5 Billing**

6.5.1 All bills provided by retailers to customers must include the NMI(s) that relate to the charges on the bill.

## **7 Business-to-business arrangements**

### **7.1 Application of this clause**

7.1.1 This clause 7 does not apply when the network provider and retailer are part of the same legal entity.

## **7.2 Service Order Arrangements**

### Making Service Order Procedures

- 7.2.1 A network provider must develop and submit Service Order Procedures to the Commission no later than 20 business days after the commencement of version 1 of this Code.
- 7.2.2 The Commission will approve the Service Order Procedures submitted under clause 7.2.1 as soon as practicable.
- 7.2.2A Clauses 7.2.1 and 7.2.2 expire on the date the NTESMO Communications Guideline commences.

### Amending Service Order Procedures

- 7.2.3 A network provider or a retailer may submit a request to the Commission to consider amendments it has proposed to the Service Order Procedures.
- 7.2.4 The Commission may approve the amendments proposed by the network provider or retailer under clause 7.2.3.
- 7.2.5 If requested to do so by the Commission a network provider must:
- (a) consider whether amendments to the Service Order Procedures should be made;
  - (b) consult with relevant stakeholders including, as a minimum, the Commission, electricity entities, and the AER, to seek their views on whether any amendments to the Service Order Procedures should be made; and
  - (c) having considered the views of relevant stakeholders, submit an amended version of the Service Order Procedures to the Commission for approval. The amended version of the Service Order Procedures will take effect upon approval by the Commission.
- 7.2.6 The Commission may require a network provider to make specific changes to the Service Order Procedures as the Commission deems necessary.
- 7.2.7 The Commission may approve the Service Order Procedures for a fixed term, upon expiry of which, a network provider will be required to submit revised or updated Service Order Procedures to the Commission for approval.
- 7.2.7A Clauses 7.2.3 to 7.2.7 expire on the date the NTESMO Communications Guideline commences.

Retailer requests for business-to-business services

- 7.2.8 A retailer may request the network provider to provide specified business-to-business services by submitting a Service Order Request in accordance with Service Order Procedures established by the network provider.
- 7.2.9 Business-to-business services include, but are not limited to, requests for:
- (a) customer disconnection;
  - (b) customer reconnection;
  - (c) special meter read; or
  - (d) installing a new (or changing an existing) meter.
- 7.2.10 The network provider must use its best endeavours to provide the requested business-to-business service within the time frames stipulated in the Service Order Procedures.
- 7.2.11 The retailer must pay any reasonable charges:
- (a) incurred by the network provider in providing business-to-business services; and
  - (b) published by the network provider.
- 7.2.12 From the date of commencement of the NTESMO Communications Guideline, the NTESMO Communications Guideline is deemed to be the Service Order Procedures.
- 7.2.13 For the avoidance of doubt, from the date of commencement of the NTESMO Communications Guideline, all Service Order Requests are to be made in accordance with the NTESMO Communications Guideline.

**8 Customer Transfers**

**8.1 Verifiable consent**

8.1.1 A retailer must not initiate or effect the transfer of a customer without first obtaining verifiable consent.

8.1.2 A retailer must retain records of any verifiable consent for at least 2 years.

**8.2 Customer transfer procedures**

8.2.1 A retailer may only request a network provider to initiate the transfer of a customer to the retailer by submitting a customer transfer request form to the network provider.

8.2.2 A network provider must publish a customer transfer request form, which must comply with Annexure 3.

8.2.3 Unless otherwise agreed between the network provider and the retailer, a separate customer transfer request form must be submitted for each exit point.

8.2.4 The network provider may only reject a customer transfer request form by electronically notifying the retailer if:

- (a) the retailer does not have a Coordination Agreement with the network provider; or
- (b) information provided by the retailer in the customer transfer request form is materially inconsistent with the network provider's records in respect of the customer; or
- (c) the meter type at the exit point is inconsistent with the meter type which is required under the *National Electricity (NT) Rules* before the customer may transfer, and the customer transfer request form does not request a new meter; or
- (d) the nominated transfer date does not comply with clause 8.2.9 or 8.2.11 as relevant;
- (e) the retailer is a failed retailer and the rejection is required by clause 9.6; or
- (f) where provided for in clause 8.2.4A.

8.2.4A The network provider must reject a customer transfer request form by electronically notifying the retailer where the Commission has notified the network provider that the Commission has suspended the retailer's retail licence under the ERA, during the period of suspension.

8.2.5 Except where rejection is required by clause 9.6 or clause 8.2.4A, a network provider must use its best endeavours to resolve with a retailer any potential grounds for rejection prior to rejecting a customer transfer request form.

8.2.6 If a network provider rejects a customer transfer request form, it must electronically notify the retailer within 3 business days after it receives the customer transfer request form setting out all of the reasons for the rejection.

8.2.7 A retailer may electronically notify a network provider that it withdraws a customer transfer request form submitted by it to the network provider at any time before the transfer occurs.

8.2.8 The retailer must pay any reasonable charges:

- (a) incurred by the network provider in processing a customer transfer request form; and
- (b) published by the network provider.

8.2.9 Unless the customer transfer request form is to reverse an erroneous transfer, the retailer must include a nominated transfer date. The nominated transfer date will be:

- (a) where the transfer relates to an exit point which requires a new or modified meter installation, the end of the month in which the new or modified meter installation is ready for service; or
- (b) where the transfer relates to an exit point with an existing meter installation and:

- (i) the transfer request is submitted no later than 10 business days prior to month end and the relevant exit point is in an urban area, midnight on the last calendar day of the month in which the request is submitted to the network provider; or
- (ii) the transfer request is submitted no later than 15 business days prior to month end and the relevant exit point is not in an urban area, midnight on the last calendar day of the month in which the request is submitted to the network provider,

provided that in either case, the transfer date will be no later than midnight on the last calendar day of the second month after the month in which the request is submitted to the network provider.

8.2.10 Clause 8.2.9 expires on 1 June 2020 and clause 8.2.11 will apply on and from 1 June 2020.

8.2.11 Unless the customer transfer request form is to reverse an erroneous transfer or as otherwise agreed between the retailer and the network provider, the retailer must include a nominated transfer date that is more than 3 business days from the date the customer transfer request form is submitted pursuant to clause 8.2.1 and:

- (a) where the transfer relates to an exit point which requires a new or modified meter installation, up to 65 business days from the date that the new or modified meter installation is ready for service; or
- (b) where the transfer relates to an exit point with an existing meter installation, up to 65 business days from the day the request is submitted to the network provider.

8.2.12 Following receipt of a valid customer transfer request form, the network provider must, subject to clause 8.2.4:

- (a) within 3 business days after it receives the customer transfer request form, electronically notify the current retailer of the proposed transfer date;
- (b) ensure that any new meter installation and new service installation required to effect the transfer is undertaken on or before the proposed transfer date;
- (c) ensure that either a scheduled meter read or a special meter read, as applicable, is conducted for the customer on the nominated transfer date; and
- (d) otherwise use its best endeavours to effect the transfer on a day the customer's meter is actually read.

8.2.13 For the avoidance of doubt, if a meter change is required, the retailer must request a separate meter change Service Order Request in accordance with the Service Order Procedures to change that meter, which meter change Service Order Request must be submitted concurrently with the customer transfer request form.

- 8.2.14 If the network provider is unable to transfer the customer within the time frames or on the dates required under clauses 8.2.9 or 8.2.11 as applicable and 8.2.12, then the network provider must within 3 business days after receiving the customer transfer request form, electronically notify the retailer which submitted the customer transfer request form of the reasons why the timetable will not be met and of its proposed timetable for the transfer.
- 8.2.15 If the retailer which submitted the customer transfer request form does not agree to the timetable proposed by the network provider, then the network provider must, acting in good faith and in accordance with good electricity industry practice, use its best endeavours to transfer the customer as close as reasonably possible to the retailer's nominated transfer date.
- 8.2.16 If a network provider, acting reasonably, is unable to complete a transfer in accordance with this Code, the network provider must notify the Commission in accordance with the Commission's Compliance Framework and Reporting Guidelines and its network licence and must electronically notify the current retailer and the incoming retailer within 2 business days of the reasons why the transfer could not be completed.
- 8.2.17 The network provider must within 3 business days after the transfer date send an electronic notice of the transfer and transfer date to:
- (a) the incoming retailer;
  - (b) the previous retailer; and
  - (c) if applicable, the system controller for the purposes of allowing the system controller to meet its obligations under the System Control Technical Code.
- 8.2.18 Following a transfer, the network provider and, if applicable, the system controller must do all that is necessary to ensure that:
- (a) all network charges and other amounts payable to the network provider and, if applicable, the system controller in relation to the relevant customer up to the transfer date are paid by or charged to the previous retailer; and
  - (b) network charges payable to the network provider and, if applicable, the system controller in relation to the relevant customer from the transfer date are paid by or charged to the incoming retailer.
- 8.2.19 In relation to a transfer to reverse an erroneous transfer, the relevant retailers, the network provider and, if applicable, the system controller must act in good faith to ensure that the rights and obligations of the affected customer are the same as they would have been if the erroneous transfer had not occurred.
- 8.2.20 An incoming retailer must keep a copy of any verifiable consent given to it by a customer for 2 years after the date the verifiable consent was given.



- 8.2.21 Except in the case of an erroneous transfer, a previous retailer must not bill a customer for any network charges or other amounts incurred after the transfer date.
- 8.2.22 A transfer for a customer that is taking in (or likely to take in) less than 160 megawatt hours of electricity per annum from the electricity network is not permitted prior to the completion of any cooling off period. As a result the incoming retailer will need to take this into account when nominating the customer transfer date.
- 8.2.23 A transfer for a customer that is taking in (or likely to take in) more than 160 megawatt hours of electricity per annum from the electricity network is permitted prior the completion of any cooling off period but only if the customer waives the cooling off period in writing at the time the customer enters into the relevant electricity supply contract with the incoming retailer.
- 8.2.24 Clauses 8.2.1 to 8.2.19 and clause 8.2.21 expire on the date the NTESMO Communications Guideline commences.
- 8.2.25 There is no cooling off period for customers being transferred to the retailer of last resort as the result of a Retailer of Last Resort Event and clauses 8.2.22 and 8.2.23 do not apply to those transfers.

### **8.3 Responsible retailers for greenfield and other exit points**

- 8.3.1 For the purposes of this clause 8.3, the responsible retailer with respect to an exit point is:
- (a) for any exit point other than a greenfield exit point, the retailer that has rights and obligations at the exit point in connection with the supply of electricity to a customer;
  - (b) for a greenfield exit point located in an electricity network that is regulated by Network Access Legislation, Jacana Energy, otherwise the retailer licensed to sell electricity in the retail area where the greenfield exit point is located.
- 8.3.2 A retailer is the responsible retailer with respect to an exit point until:
- (a) another retailer becomes the responsible retailer at the exit point as a result of a valid transfer;
  - (b) the exit point is physically removed; or
  - (c) the NMI is retired.
- 8.3.3 Clauses 8.3.1 and 8.3.2 apply notwithstanding that:
- (a) a customer's electricity supply contract with a retailer may have ended with respect to the relevant exit point; or
  - (b) the electricity supply has been disconnected at the exit point.

- 8.3.4 Subject to clause 8.3.5, the responsible retailer for an exit point is entitled to access the data in relation to that exit point.
- 8.3.5 If a retailer is the responsible retailer at a greenfield exit point or an exit point at which the retailer's electricity supply contract with a customer has terminated or expired then, prior to seeking to bill a customer using data accessed under clause 8.3.4, the retailer must:
- (a) inform the customer that it is the responsible retailer;
  - (b) inform the customer that it is able to choose other retailers; and
  - (c) make reasonable steps to obtain verifiable consent to establish a formal electricity supply contract.
- 8.3.6 Any electricity supply contract between a retailer and a customer must contain a provision describing what happens when the term of the contract ends.
- 8.3.7 Subject to compliance with the *Privacy Act 1988 (Cth)*, the network provider must make information about the existence of greenfield exit points available to retailers.
- 8.3.8 The network provider, with respect to exit points in networks regulated by Network Access Legislation must provide the Commission with annual reports detailing:
- (a) the number of exit points where Jacana Energy is deemed to be the responsible retailer under clause 8.3.1(b) and the reasons why a retailer has not been otherwise appointed at the exit points;
  - (b) the number of exit points where electricity continues to be supplied after disconnection and the reasons why such electricity supply continues; and
  - (c) the steps that have been taken in relation to the exit points referred to in (a) and (b) to either properly disconnect the meters or contact the relevant customer to commence billing.

#### **8.4 Third Party Assistance**

- 8.4.1 A third party assisting the network provider to perform functions under this clause 8 may access data and customer data.
- 8.4.2 Access to data and customer data permitted under clause 8.4.1 is only permitted for the purpose of, and to the extent necessary for, the third party providing assistance to the network provider under this clause 8.
- 8.4.3 Without limiting any obligations that may otherwise apply, a third party accessing data and customer data under clause 8.4.1 must comply with, and is subject to, the same obligations with respect to confidentiality and privacy as the network provider.

## **9 Retailer of Last Resort**

### **9.1 Approval of the RoLR's terms and conditions for deemed RoLR contracts**

- 9.1.1 This clause is made for section 44F(c) of the ERA and regulation 19 of the Electricity Reform Regulations.
- 9.1.2 The retailer of last resort must prepare and submit to the Commission, at the times provided for in clause 9.1.3, its proposed terms and conditions for deemed RoLR contracts.
- 9.1.3 The retailer of last resort must submit a proposal under clause 9.1.2:
- (a) within 3 months after the commencement of this clause; and
  - (b) within 3 months of a request by the Commission for the retailer of last resort to undertake a review of its then current approved terms and conditions.
- 9.1.4 The terms and conditions most recently approved or determined by the Commission apply to a deemed RoLR contract coming into effect under section 44F(a) of the ERA on or after the date the Commission gives its approval or makes its determination.

### **9.2 Approval of RoLR tariffs**

- 9.2.1 This clause applies if an electricity pricing order for a period requires the retailer of last resort to submit its proposed tariffs for that period to the Commission for approval.
- 9.2.2 The retailer of last resort must submit its proposed tariffs as soon as practicable and in any event no later than 1 month after the electricity pricing order is made.
- 9.2.3 The tariffs approved by the Commission apply for the period specified in the electricity pricing order, even if that period starts before the Commission has given its approval.

### **9.3 RoLR plans to be made by certain electricity entities**

- 9.3.1 The network provider, the market operator and the retailer of last resort must each make and maintain a RoLR plan that supports a timely and co-ordinated response to a Retailer of Last Resort Event by each of those entities in accordance with their respective obligations under this Code, the ERA and the Electricity Reform Regulations.
- 9.3.2 A RoLR plan must, without limitation:
- (a) include adequate internal procedures that provide for the entity to comply with its relevant obligations under this Code, the ERA and the Electricity Reform Regulations;
  - (b) identify the main points of contact for the Commission and others in relation to Retailer of Last Resort Events;
  - (c) include measures to maintain confidentiality of information provided by the Commission under clause 9.4.1; and

(d) provide for scheduled reviews of the plan at intervals no longer than 2 years.

9.3.3 An electricity entity must complete its initial RoLR plan within 3 months after the commencement of this clause and must review and if necessary amend its RoLR plan at intervals no longer than 2 years.

9.3.4 An electricity entity must give the Commission a copy of its RoLR plan when the initial RoLR plan is made and whenever it is amended.

#### **9.4 Notice of a possible Retailer of Last Resort Event**

9.4.1 Where the Commission forms the belief that there is a risk of occurrence of a Retailer of Last Resort Event, the Commission may if it considers it appropriate notify any of the network provider, the market operator and the retailer of last resort.

9.4.2 An electricity entity and the market operator must:

- (a) maintain the confidentiality of information given to it under clause 9.4.1; and
- (b) limit access to, and disclosure of, that information within its organisation to those who need to know in order to perform responsibilities with respect to a possible Retailer of Last Resort Event.

#### **9.5 Retailer of Last Resort Event**

9.5.1 A Retailer of Last Resort Event occurs when the Commission, under section 44D(1) of the ERA, appoints the retailer of last resort to sell electricity to the customers of a failed retailer.

9.5.2 The Commission must, in addition to the notices required by sections 44D(2)(b) and (c) of the ERA, notify the network provider and the market operator of the occurrence of a Retailer of Last Resort Event and the RoLR transfer date.

#### **9.6 Transfer of customers of the failed retailer**

9.6.1 This clause applies where a Retailer of Last Resort Event occurs.

9.6.2 The network provider must:

- (a) subject to clause 9.6.3, transfer all the customers of the failed retailer to the retailer of last resort with effect from the RoLR transfer date; and
- (b) cancel any transfers to the failed retailer that (but for this clause) would have been completed on or after the RoLR transfer date.

9.6.3 The occurrence of a Retailer of Last Resort Event does not affect the validity of a request from a retailer (not being the failed retailer or the retailer of last resort) to transfer a customer of the failed retailer to that other retailer. If the nominated transfer date for the request from the other retailer is:

- (a) on or before the RoLR transfer date, the network provider must, if possible, complete the transfer by that date; or
- (b) after the RoLR transfer date, or if a transfer referred to in paragraph (a) is not completed by the RoLR transfer date, the network provider must:
  - (i) in accordance with clause 9.6.2, transfer the customer to the retailer of last resort with effect from the RoLR transfer date; and
  - (ii) subsequently, transfer the customer to the other retailer subject to and in accordance with clause 8 and the relevant customer transfer request form.

9.6.4 The market operator must ensure that settlements under the SCTC accurately reflect transfers made in accordance with this clause with effect from the RoLR transfer date.

9.6.5 The network provider must commence processing the transfers required under this clause 9.6 within a reasonable timeframe after receiving notification under clause 9.5.2 and must use its reasonable endeavours to complete the processing as soon as practicable.

9.6.6 For the avoidance of doubt, the network provider must, to the extent possible, process all Service Order Requests placed by the failed retailer, other than those described in clause 9.6.2(b), including customer reconnections and disconnections.

9.6.7 The network provider must, if directed by the Commission, provide to the retailer of last resort any of the prescribed information listed at regulation 21A(1) of the Electricity Reform Regulations that is within the possession or control of the network provider.

9.6.8 The network provider must provide the information under clause 9.6.7 within 5 business days of the date of the direction.

## **9.7 Retailer of last resort communication obligations following appointment**

9.7.1 The retailer of last resort must tell the Commission when it receives information the failed retailer is required to provide by a direction under section 44H(1) of the ERA.

9.7.2 The retailer of last resort must, within 3 business days of the Retailer of Last Resort Event, publish on its website:

- (a) a notice of the Retailer of Last Resort Event; and
- (b) information for customers of the failed retailer about the terms and conditions under which the retailer of last resort is selling electricity to the customer and the applicable tariffs.

9.7.3 The retailer of last resort must write to customers of a failed retailer that have been transferred to it in accordance with clause 9.6 as soon as practicable and in any event, within 25 business days of the Retailer of Last Resort Event: The communication must:

- (a) notify the customer of the appointment;

- (b) provide information to the customer about the terms and conditions under which the retailer of last resort is selling electricity to the customer and the applicable tariffs;
- (c) inform the customer of its options including its right to transfer to another retailer or contract at any time;
- (d) provide information to the customer about:
  - (i) feed in arrangements under the applicable tariff; or if there are none, the availability of other tariffs that offer those benefits;
  - (ii) any concession to which the customer is or may be entitled; and
  - (iii) the hardship policy and family violence policy of the retailer;
- (e) ask the customer to contact the retailer of last resort if the customer requires life support equipment or was on a hardship arrangement with the failed retailer; and
- (f) provide information about the implications of the Retailer of Last Resort Event for contractual arrangements with the failed retailer, including the effect of regulation 19 of the Electricity Reform Regulations with respect to:
  - (i) complaints or disputes between the failed retailer and the customer;
  - (ii) the cancellation of direct debit authorisations, including Centrepay deductions;
  - (iii) the use and refund of prepayments to the failed retailer;
  - (iv) payments plans;
  - (v) where applicable, prepayment meters; and
  - (vi) uncompleted service orders; and
- (g) provide such other information as may be specified by the Commission.

## **9.8 Failed retailer obligations**

9.8.1 A failed retailer must notify the Commission as soon as practicable following a Retailer of Last Resort Event:

- (a) when it has provided to the retailer of last resort information the failed retailer is required to provide by a direction under section 44H(1) of the ERA; and
- (b) when it has sent written information to the former customers of the failed retailer in accordance with clause 9.8.5.

9.8.2 A failed retailer directed by the Commission under section 44H(1) of the ERA to provide prescribed information to the retailer of last resort must do so within 5 business days of the date of the direction.

9.8.3 If required by notice from the Commission, the failed retailer must provide the following information to the retailer of last resort within 5 business days of the notice:

- (a) a list of all outstanding matters relating to a former customer of the failed retailer for which a Service Order Request is or would have been required; and
- (b) for each outstanding matter:
  - (i) the name of the customer;
  - (ii) any amount paid by the customer in relation to the Service Order Request; and
  - (iii) whether a Service Order Request has been placed by the failed retailer with the network provider and any identifying information (such as a reference number).

9.8.4 If required by notice from the Commission, the failed retailer must publish a notice of the Retailer of Last Resort Event on its website with information directing customers to the website and contact details of the retailer of last resort and any information service made available by the retailer of last resort.

9.8.5 If required by notice from the Commission, the failed retailer must write to former customers of the failed retailer as soon as practicable and in any event within 25 business days of the Retailer of Last Resort Event. The communication must:

- (a) provide information about the Retailer of Last Resort Event and the transfer of customers to the retailer of last resort under a deemed RoLR contract;
- (b) explain how to contact the retailer of last resort;
- (c) explain the customer's obligations to pay the failed retailer for electricity consumed before the RoLR transfer date;
- (d) explain:
  - (i) the steps taken by the failed retailer to cancel direct debit arrangements with its former customers;
  - (ii) how payments made in advance towards the customer's energy bill will be applied to the customer's account, with any balance repaid;
  - (iii) how existing payment plans will continue to apply for any arrears outstanding as at the transfer date;
  - (iv) how customers' security deposits will be refunded;
  - (v) where applicable, how credits on prepayment meter contracts or on cards used with card operated meters will be refunded; and
  - (vi) the implications for uncompleted service orders; and
- (e) include such other information as may be specified by the Commission.

9.8.6 The communication under clause 9.8.5 may be provided as an insert to the customer's final bill.

- 9.8.7 If required by the Commission, a failed retailer must provide written assurance to the Commission that the failed retailer has complied with its obligations under regulation 18 of the Electricity Reform Regulations in relation to its former customers.
- 9.8.8 If required by the Commission, and for the period specified by the Commission, a failed retailer must maintain communication channels for former customers of the failed retailer to raise and resolve complaints or disputes arising on, before or after the Retailer of Last Resort Event and must continue to comply with the standard complaints and dispute resolution procedures of the failed retailer.
- 9.8.9 If required by the Commission, and for the period specified by the Commission, a failed retailer must maintain all arrangements in place with relevant external entities for resolving customer complaints or disputes arising on, before or after the Retailer of Last Resort Event.

## **9.9 RoLR cost recovery scheme**

- 9.9.1 The retailer of last resort must notify the insolvency official of a failed retailer (if any) that, with respect to any claim by the insolvency official for an amount provided for in section 44G of the ERA and regulation 21 of the Electricity Reform Regulations:
- (a) notice of the claim should be lodged with the retailer of last resort as soon as practicable after the occurrence of the Retailer of Last Resort Event; and
  - (b) the notice must contain sufficient detail to enable the retailer of last resort to include the known costs and any anticipated costs in its application to the Commission under clauses 9.9.2, 9.9.3 and 9.9.4.
- 9.9.2 The retailer of last resort must apply to the Commission within 9 months of the occurrence of a Retailer of Last Resort Event, or any longer period allowed by the Commission, if it considers the Commission should make a RoLR cost recovery scheme for costs arising from that event.
- 9.9.3 The retailer of last resort must include with its application any costs, or anticipated costs, under a claim from an insolvency official of a failed retailer for payment of an amount provided for in section 44G of the ERA and regulation 21 of the Electricity Reform Regulations.
- 9.9.4 An application to the Commission under clause 9.9.2 must contain the following information:
- (a) the quantum of costs that the retailer of last resort or insolvency official is seeking to recover;
  - (b) evidence that the costs have been incurred, or if not already incurred, how the costs have been identified and quantified;
  - (c) a breakdown of the quantum of costs by type;



- (d) for each cost type, supporting documentation which verifies the incurred or anticipated cost;
- (e) for each cost type, reasons or supporting documentation as to why the costs can be considered reasonable;
- (f) information about any offsetting benefits arising from the transfer of the customers to the retailer of last resort; and
- (g) any other information which the retailer of last resort or insolvency official considers may assist the Commission in considering the application.

9.9.5 A retailer of last resort may, with the consent of the Commission, amend an application under clause 9.9.2, including where it receives further information or an amended claim from the insolvency official of the failed retailer.

9.9.6 The retailer of last resort must also specify its proposed cost recovery mechanism, or proposed combination of cost recovery mechanisms and how much would be recovered under each and must include, in the case of:

- (a) a proposal for reimbursement by the network provider in accordance with section 44G(2) of the ERA, information about the proposed quantum and timing of the payment; and
- (b) any other cost recovery mechanism, the details of the cost recovery mechanism, including the classes of customers affected by the cost recovery mechanism and the timing of recovery under the mechanism.

9.9.7 The Commission may require supporting information in connection with an application for a RoLR cost recovery scheme, including supporting documents relating to decision-making processes, to enable the Commission to assess whether the costs claimed are reasonable and whether the actions of the person claiming costs, in performing its obligations with respect to the Retailer of Last Resort Event, have been prudent and did not exacerbate the costs incurred in the circumstances.

9.9.8 The Commission may consult as it considers appropriate with the network provider, the retailer of last resort and where applicable the insolvency official of the failed retailer before determining a RoLR cost recovery scheme.

## **9.10 Reporting on Retailer of Last Resort Events**

9.10.1 Electricity entities must, if requested by the Commission, provide relevant information to enable the Commission to assess and, if the Commission considers appropriate, report on, the operation of the arrangements in this Code and other instruments with respect to a Retailer of Last Resort Event.

## **10 Life Support Equipment**

### **10.1 Application of this clause**

10.1.1 This clause 10 applies in relation to a customer who is a party to an electricity supply contract with a retailer, and prevails to the extent of any inconsistency with any other de-energisation or disconnection rights or obligations except in the case of an emergency warranting de-energisation of the premises of a customer.

10.1.2 Clauses 10.3, 10.4, 10.5 and 10.6 only apply in relation to an electricity network where Network Access Legislation applies.

### **10.2 Definitions**

10.2.1 In this clause 10:

“confirmation reminder notice” has the meaning given in clause 10.3F.1(b).

“deregistration or deregister” means the updating of a retailer’s or network provider’s registration of a customer’s premises under clauses 10.3A.1(a), 10.3B, 10.3C.1(a) or 10.3D to remove, for that particular premises, the requirement for life support equipment.

“deregistration notice” means a written notice issued by a retailer or network provider to inform a customer that their premises will cease to be registered as requiring life support equipment if the customer does not provide medical confirmation by the date specified in that deregistration notice.

“life support equipment” means any of the following:

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

“medical confirmation” means certification from a registered medical practitioner that a person residing or intending to reside at a customer’s premises requires life support equipment.

“medical confirmation form” means a written form issued by a retailer or network provider:

- (a) when the retailer or network provider receives advice from a customer that a person residing or intending to reside at the customer's premises requires life support equipment; and
- (b) to facilitate the provision of medical confirmation by the customer to the retailer or network provider.

"metering coordinator" means the definition provided for "metering coordinator" in the *National Electricity (NT) Rules*.

"planned interruption" means an interruption of the supply of electricity for:

- (a) the planned maintenance, repair or augmentation of the electricity network, including planned or routine maintenance of metering equipment; or
- (b) the installation of a new connection or a connection alteration.

"prepayment meter" means a meter that requires a prepayment for the supply of electricity prior to consumption

"relevant authority" means:

- (a) system controller; or
- (b) Territory, State or Federal police; or
- (c) a person or body who has the power under law to direct a network provider to de-energise premises.

"unplanned interruption" means an interruption of the supply of electricity to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of electricity, and includes:

- (a) an interruption in circumstances where, in the opinion of the network provider, a customer's installation or the electricity network poses an immediate threat of injury or material damage to any person, any property or the electricity network;
- (b) an interruption in circumstances where:
  - (i) there are health or safety reasons warranting an interruption; or
  - (ii) there is an emergency warranting an interruption; or
  - (iii) the network provider is required to interrupt the supply at the direction of a relevant authority;
- (c) an interruption to shed demand for electricity because the total demand for electricity at the relevant time exceeds the total supply available; or
- (d) an interruption to restore supply to a customer.

### 10.3 Registration of life support equipment

#### 10.3A Retailer obligations when advised by customer

- 10.3A.1 When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a retailer must:
- (a) register, within 1 business day of receiving the advice, that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required;
  - (b) subject to clause 10.3A.2, no later than 5 business days after receipt of advice from the customer, provide in writing to the customer:
    - (i) a medical confirmation form;
    - (ii) information explaining that, if the customer fails to provide medical confirmation, the customer's premises may be deregistered and, if so, the customer will cease to receive the protections under this clause 10;
    - (iii) advice that there may be planned interruptions or unplanned interruptions to the supply at the address and that the network provider is required to notify them of planned interruptions in accordance with clause 10.4B;
    - (iv) information to assist the customer to prepare a plan of action in the case of an unplanned interruption;
    - (v) an emergency telephone contact number for the network provider (the charge for which is no more than the cost of a local call); and
    - (vi) advice that if the customer decides to change retailer at the premises and a person residing at the customer's premises continues to require life support equipment, the customer should advise their new retailer of the requirement for life support equipment; and
  - (c) subject to clause 10.3A.2, notify the network provider, within 1 business day of receiving the advice, that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required.
- 10.3A.2 Clauses 10.3A.1(b) (other than clauses 10.3A.1(b)(iii) and 10.3A.1(b)(vi)) and 10.3A.1(c) do not apply to a retailer if:
- (a) a customer of that retailer has previously advised the network provider for the premises that a person residing or intending to reside at the customer's premises requires life support equipment;
  - (b) the customer advises the retailer that they have already provided medical confirmation to the network provider for the premises; and

- (c) the retailer confirms with the network provider for the premises that the customer has already provided medical confirmation to the network provider.

**10.3B Retailer obligations when advised by network provider**

10.3B.1 When notified by a network provider:

- (a) under clause 10.3C.1(c), a retailer must register, within 1 business day of receiving the advice, that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required; and
- (b) under clause 10.4B.2, a retailer must:
  - (i) register, within 1 business day of receiving the advice, that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required; and
  - (ii) no later than 5 business days after receipt of advice from the network provider, provide the customer with the information required by clauses 10.3A.1(b)(iii) and 10.3A.1(b)(vi), if not already provided by the retailer to the customer in respect of the customer's premises.

**10.3C Network Provider obligations when advised by customer**

10.3C.1 When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a network provider must:

- (a) register, within 1 business day of receiving the advice, that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required;
- (b) no later than 5 business days after receipt of advice from the customer, provide in writing to the customer:
  - (i) a medical confirmation form;
  - (ii) information explaining that, if the customer fails to provide medical confirmation, the customer's premises may be deregistered and, if so, the customer will cease to receive the protections under this clause 10;

- (iii) advice that there may be planned interruptions or unplanned interruptions to the supply at the address and that the network provider is required to notify them of a planned interruption in accordance with clause 10.4B;
  - (iv) information to assist the customer to prepare a plan of action in the case of an unplanned interruption;
  - (v) an emergency telephone contact number for the network provider (the charge for which is no more than the cost of a local call); and
  - (vi) advice that if the customer decides to change retailer at the premises and a person residing at the customer's premises continues to require life support equipment, the customer should advise their new retailer of the requirement for life support equipment; and
- (c) notify the retailer, within 1 business day of receiving the advice, that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required.

**10.3D Network provider obligations when advised by retailer**

10.3D.1 When notified by a retailer under clause 10.3A.1(c), a network provider must register, within 24 hours of receiving the advice, that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required.

**10.3E Content of medical confirmation form**

10.3E.1 A medical confirmation form must:

- (a) be dated;
- (b) state that completion and return of the form to the retailer or network provider (as the case may be) will satisfy the requirement to provide medical confirmation under the Code;
- (c) request the following information from the customer:
  - (i) property address;
  - (ii) the date from which the customer requires supply of electricity at the premises for the purposes of the life support equipment; and
  - (iii) medical confirmation;

- (d) specify the types of equipment that fall within the definition of life support equipment;
- (e) advise the date by which the customer must return the medical confirmation form to the retailer or network provider (as the case may be); and
- (f) advise the customer they can request an extension of time to complete and return the medical confirmation form.

**10.3F Confirmation of premises as requiring life support equipment**

10.3F.1 Where a medical confirmation form is provided under clause 10.3A.1 or 10.3C.1, the retailer or network provider (as the case may be) must:

- (a) from the date of the medical confirmation form, give the customer a minimum of 50 business days to provide medical confirmation;
- (b) provide the customer at least two written notices to remind the customer that the customer must provide medical confirmation (each a **confirmation reminder notice**);
- (c) ensure the first confirmation reminder notice is provided no less than 15 business days from the date of issue of the medical confirmation form;
- (d) ensure the second confirmation reminder notice is provided no less than 15 business days from the date of issue of the first confirmation reminder notice; and
- (e) on request from a customer, give the customer at least one extension of time to provide medical confirmation. The extension must be a minimum of 25 business days.

10.3F.2 A confirmation reminder notice must:

- (a) be dated;
- (b) state the date by which the medical confirmation is required;
- (c) specify the types of equipment that fall within the definition of life support equipment; and
- (d) advise the customer that:
  - (i) the customer must provide medical confirmation;
  - (ii) the premises is temporarily registered as requiring life support equipment until the medical confirmation is received;

- (iii) failure to provide medical confirmation may result in the premises being deregistered; and
- (iv) the customer can request an extension of time to provide medical confirmation.

## **10.4 Ongoing retailer and network provider obligations**

### **10.4A Retailer obligations**

10.4A.1 Where a retailer is required to register a customer's premises under clause 10.3A.1(a) or 10.3B, the retailer has the following ongoing obligations:

- (a) give the network provider relevant information about the life support equipment requirements for the customer's premises and any relevant contact details for the purposes of updating the network provider's registration under clause 10.3C.1(a) or 10.3D, unless the relevant information was provided to the retailer by the network provider;
- (b) when advised by a customer or network provider of any updates to the life support equipment requirements for the customer's premises or any relevant contact details, update the retailer's registration; and
- (c) not arrange for the de-energisation of the premises from the date the life support equipment will be required at the premises.

10.4A.2 A retailer must publish on its website within 3 months of commencement of this clause 10.4A.2, information:

- (a) explaining that life support equipment customer protections are available to eligible customers;
- (b) describing how the customer should advise the retailer that a person residing or intending to reside at the customer's premises requires life support equipment;
- (c) providing an emergency telephone contact number for the network provider (the charge for which is no more than the cost of a local call).

### **10.4B Network Provider obligations**

10.4B.1 Where a network provider is required to register a customer's premises under clause 10.3C.1(a) or 10.3D, the network provider has the following ongoing obligations:



- (a) give the retailer relevant information about the life support equipment requirements for the customer's premises and any relevant contact details for the purposes of updating the retailer's registration under clause 10.3A.1(a) or 10.3B.1, unless the relevant information was provided to the network provider by the retailer;
- (b) when advised by a customer or retailer of any updates to the life support equipment requirements for the customer's premises or any relevant contact details, update the network provider's registration;
- (c) except in the case of an interruption, not arrange for the de-energisation of the premises from the date the life support equipment will be required at the premises;
- (d) in the case of an interruption that is a planned interruption, from the date the life support equipment will be required at the premises:
  - (i) give the customer at least 4 business days written notice, by any appropriate means, of the interruption to supply at the premises (the 4 business days to be counted from, but not including the date of receipt of the notice); or
  - (ii) obtain the customer's verifiable consent to the interruption occurring on a specified date;
- (e) where the network provider provides written notice pursuant to clause 10.4B.1(d)(i), the notification must:
  - (i) specify the expected date, time and duration of the interruption; and
  - (ii) include a 24 hour telephone number for enquiries (the charge for which is no more than the cost of a local call); and
  - (iii) include a statement that any enquiries regarding planned interruptions are to be directed to the network provider.
- (f) where the network provider obtains the consent of the customer pursuant to clause 10.4B.1(d)(ii), the network provider must:
  - (i) give written notice to the customer of the expected time and duration of the planned interruption, and specify a 24 hour telephone number for enquiries (the charge for which is no more than the cost of a local call); and
  - (ii) retain the record of consent for a period of at least 2 years in a format and including such information to enable the network provider to answer enquiries from the customer relating to the consent.

- 10.4B.2 In addition to the obligations specified in clause 10.4B.1(a), where a network provider is required to register a customer's premises under clause 10.3C.1(a), if the network provider becomes aware that the customer has subsequently transferred to another retailer (a **new retailer**) at that premises, the network provider must notify the new retailer that a person residing at the customer's premises requires life support equipment.
- 10.4B.3 A network provider must publish on its website within 3 months of commencement of this clause 10.4B.3 information:
- (a) explaining that life support equipment customer protections are available to eligible customers;
  - (b) describing how the customer should advise the network provider that a person residing or intending to reside at the customer's premises requires life support equipment;
  - (c) providing an emergency telephone contact number for the network provider (the charge for which is no more than the cost of a local call).

### **Deregistration of premises**

- 10.5.1 A retailer or network provider may only deregister a customer's premises in the circumstances permitted under this clause 10.5.
- 10.5.2 If a customer's premises is deregistered:
- (a) by a retailer, the retailer must, within 5 business days of the date of deregistration, notify the network provider of the date of deregistration and reason for deregistration;
  - (b) by a network provider, the network provider must, within 5 business days of the date of deregistration, notify the retailer of the date of deregistration and reason for deregistration; and
  - (c) the retailer and the network provider must update their registrations under clauses 10.3A.1(a), 10.3B, 10.3C.1(a) and 10.3D as required by clause 10.5E.

### **10.5A Cessation of retailer and network provider obligations after deregistration**

- 10.5A.1 The retailer and network provider obligations under clause 10.4 cease to apply in respect of a customer's premises once that customer's premises is validly deregistered.

### **10.5B Deregistration where medical confirmation not provided**

- 10.5B.1 Where a customer, whose premises have been registered by a retailer under clause 10.3A.1(a) (and clause 10.3A.2 does not apply), fails to provide medical confirmation, the retailer may deregister the customer's premises only when:

- (a) the retailer has complied with the requirements under clause 10.3F;
- (b) the retailer has taken reasonable steps to contact the customer in connection with the customer's failure to provide medical confirmation in one of the following ways:
  - (i) in person;
  - (ii) by telephone; or
  - (iii) by electronic means;
- (c) the retailer has provided the customer with a deregistration notice no less than 15 business days from the date of issue of the second confirmation reminder notice issued under clause 10.3F.1(d); and
- (d) the customer has not provided medical confirmation before the date for deregistration specified in the deregistration notice.

10.5B.2 Where a customer, whose premises have been registered by a network provider under clause 10.3C.1(a), fails to provide medical confirmation, the network provider may deregister the customer's premises only when:

- (a) the network provider has complied with the requirements under clause 10.3F;
- (b) the network provider has taken reasonable steps to contact the customer in connection with the customer's failure to provide medical confirmation in one of the following ways:
  - (i) in person;
  - (ii) by telephone; or
  - (iii) by electronic means;
- (c) the network provider has provided the customer with a deregistration notice no less than 15 business days from the date of issue of the second confirmation reminder notice issued under clause 10.3F.1(d); and
- (d) the customer has not provided medical confirmation before the date for deregistration specified in the deregistration notice.

10.5B.3 A deregistration notice must:

- (a) be dated;
- (b) specify the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of the deregistration notice;

- (c) advise the customer the premises will cease to be registered as requiring life support equipment unless medical confirmation is provided before the date for deregistration; and
- (d) advise the customer that the customer will no longer receive the protections under this clause 10 when the premises is deregistered.

10.5B.4 A network provider may deregister a customer's premises registered under clause 10.3D after being notified by the retailer that the retailer has deregistered the customer's premises pursuant to clause 10.5B.1.

10.5B.5 A retailer may deregister a customer's premises registered under clause 10.3B after being notified by the network provider that the network provider has deregistered the customer's premises pursuant to clause 10.5B.2.

### **10.5C Deregistration where there is a change in the customer's circumstances**

10.5C.1 Where a customer whose premises have been registered by a retailer under clause 10.3A.1 or 10.3B advises the retailer that the person for whom the life support equipment is required has vacated the premises or no longer requires the life support equipment, the retailer may deregister the customer's premises on the date specified in accordance with clause 10.5C.1(a)(ii) if:

- (a) the retailer has provided written notification to the customer advising:
  - (i) that the customer's premises will be deregistered on the basis that the customer has advised the retailer that the person for whom the life support equipment is required has vacated the premises or no longer requires the life support equipment;
  - (ii) the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of that written notification;
  - (iii) that the customer will no longer receive the protections under this clause 10 when the premises is deregistered; and
  - (iv) that the customer must contact the retailer prior to the date specified in accordance with clause 10.5C.1(a)(ii) if the person for whom the life support equipment is required has not vacated the premises or requires the life support equipment; and
- (b) the customer has not contacted the retailer prior to the date specified in accordance with clause 10.5C.1(a)(ii) to advise that the person for whom the life support equipment is required has not vacated the premises or requires the life support equipment.

- 10.5C.2 Where a customer whose premises have been registered by a network provider under clause 10.3C or 10.3D advises the network provider that the person for whom the life support equipment is required has vacated the premises or no longer requires the life support equipment, the network provider may deregister the customer's premises on the date specified in accordance with clause 10.5C.2(a)(ii) if:
- (a) the network provider has provided written notification to the customer advising:
    - (i) that the customer's premises will be deregistered on the basis that the customer has advised the network provider that the person for whom the life support equipment is required has vacated the premises or no longer requires the life support equipment;
    - (ii) the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of that written notification;
    - (iii) that the customer will no longer receive the protections under this clause 10 when the premises is deregistered; and
    - (iv) that the customer must contact the network provider prior to the date specified in accordance with clause 10.5C.2(a)(ii) if the person for whom the life support equipment is required has not vacated the premises or requires the life support equipment; and
  - (b) the customer has not contacted the network provider prior to the date specified in accordance with clause 10.5C.2(a)(ii) to advise that the person for whom the life support equipment is required has not vacated the premises or requires the life support equipment.
- 10.5C.3 A retailer may deregister a customer's premises after being notified by the network provider that the network provider has deregistered the customer's premises pursuant to clause 10.5C.2.
- 10.5C.4 A network provider may deregister a customer's premises after being notified by the retailer that the retailer has deregistered the customer's premises pursuant to clause 10.5C.1.
- 10.5C.5 A retailer or network provider may, at any time, request a customer whose premises have been registered under clause 10.3 to confirm whether the person for whom life support equipment is required still resides at the premises or still requires life support equipment.

**10.5D Deregistration where there is a change in the customer's retailer**

10.5D.1 Where a network provider has registered a customer's premises pursuant to clause 10.3D and the network provider becomes aware that the customer has subsequently transferred to another retailer at that premises, the network provider may deregister the customer's premises on the date specified in accordance with clause 10.5D.1(a)(ii) if:

- (a) the network provider has provided written notification to the customer advising:
  - (i) that the customer's premises will be deregistered;
  - (ii) the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of that written notification;
  - (iii) that the customer will no longer receive the protections under this clause 10 when the premises is deregistered; and
  - (iv) that the customer must contact the network provider prior to the date specified in accordance with clause 10.5D.1(a)(ii) if a person residing at the customer's premises requires life support equipment; and
- (b) the customer has not contacted the network provider prior to the date specified in accordance with clause 10.5D.1(a)(ii) to advise that a person residing at the customer's premises requires life support equipment.

10.5D.2 Nothing in clause 10.5D affects the operation of clauses 10.3C.1(a) and 10.3D following a customer's transfer to the other retailer.

**10.5E Registration and deregistration details must be kept by retailers and network providers**

10.5E.1 Retailers and network providers must:

- (a) Establish policies, systems and procedures for registering and deregistering a premises as requiring life support equipment to facilitate compliance with the requirements in this clause 10.
- (b) Ensure that life support equipment registration and deregistration details maintained in accordance with clauses 10.3, 10.4 and 10.5 are kept up to date, including:
  - (i) the date when the customer requires supply of electricity at the premises for the purposes of the life support equipment;
  - (ii) when medical confirmation was received from the customer in respect of the premises;

- (iii) the date when the premises is deregistered and the reason for deregistration; and
- (iv) a record of communications with the customer required by clauses 10.3F and 10.5.

## **10.6 Prepayment meters**

10.6.1 A retailer must not enter into an electricity supply contract, other than a deemed supply contract or a deemed RoLR contract, with a customer in relation to premises where:

- (a) one or more persons require life support equipment; and
- (b) a prepayment meter is installed.

10.6.2 If a customer with a prepayment meter notifies the retailer or network provider that one or more persons at the premises require life support equipment, the retailer and network provider must cooperate to make immediate arrangements for:

- (a) the removal of the prepayment meter at no cost to the customer;
- (b) the installation of a meter, not being a prepayment meter, of the type that would ordinarily be installed at the premises of the customer at no cost to the customer; and
- (c) the provision of information to the customer about, and a general description of, the customer electricity supply contracts available to the customer.

10.6.3 The costs associated with complying with clause 10.6.2 must be borne by the metering coordinator or, if a metering coordinator does not need to be appointed at a particular exit point, the network provider.

## **10.7 Protections for life support equipment customers outside major centres**

10.7.1 This clause 10.7 only applies in relation to an electricity network where Network Access Legislation does not apply.

10.7.2 A retailer and network provider must develop and submit to the Commission for approval within 3 months of the commencement of version 3 of this Code, life support equipment procedures for each geographical area in which it sells electricity to customers for domestic use or owns or operates an electricity network that provides connection services to customers for domestic use, that seek to achieve similar outcomes to clauses 10.3, 10.4, 10.5 and 10.6 in totality.

10.7.3 Where the network provider and retailer are the same legal entity or where the network provider and retailer develop life support equipment procedures together, the procedures may be submitted to the Commission jointly.

10.7.4 The Commission will approve the life support equipment procedures submitted under clause 10.7.2 or 10.7.3 as soon as practicable.

10.7.5 A network provider or a retailer may submit a request to the Commission to consider amendments it has proposed to the life support equipment procedures.

10.7.6 The Commission may approve the amendments proposed by the network provider or retailer under clause 10.7.5.

10.7.7 If requested to do so by the Commission a network provider or retailer must:

- (a) consider whether amendments to the life support equipment procedures should be made;
- (b) consult with relevant stakeholders to seek their views on whether any amendments to the life support equipment procedures should be made; and
- (c) having considered the views of relevant stakeholders, submit an amended version of the life support equipment procedures to the Commission for approval. The amended version of the life support equipment procedures will take effect upon approval by the Commission.

10.7.8 The Commission may require a network provider or retailer to make specific changes to the life support equipment procedures as the Commission deems necessary.

10.7.9 The Commission may approve the life support equipment procedures for a fixed term, upon expiry of which, a network provider or retailer will be required to submit revised or updated life support equipment procedures to the Commission for approval.

10.7.10A retailer and network provider must comply with its approved life support equipment procedures.

10.7.11A retailer and network provider must review its life support equipment procedures at least once every 3 years and following a breach of approved life support equipment procedures.

10.7.12A retailer or network provider must publish on its website within 3 months of commencement of this clause 10.7.12 information:

- (a) explaining that life support equipment customer protections are available to eligible customers;
- (b) describing how the customer should advise their retailer or network provider that a person residing or intending to reside at the customer's premises requires life support equipment;
- (c) providing an emergency telephone contact number for the network provider (the charge for which is no more than the cost of a local call).



## **11 Dispute Procedures**

### **11.1 Dispute resolution process**

11.1.1 If a dispute arises in respect of any matter under or in connection with this Code between:

- (a) a network provider and a retailer;
- (b) retailers;
- (c) a network provider and the system controller;
- (d) a retailer and the system controller, or
- (e) a retailer and a generator,

then subject to clause 11.1.5, representatives of the disputing parties must meet within 5 business days after a request by any of the disputing parties and attempt to resolve the dispute by negotiations in good faith.

11.1.2 If the dispute is not resolved within 10 business days after the meeting stipulated in clause 11.1.1, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute by negotiations in good faith.

11.1.3 If the dispute is resolved under clause 11.1.1 or clause 11.1.2, the disputing parties must:

- (a) prepare a written record of the resolution and sign the record; and
- (b) adhere to the resolution.

11.1.4 If a dispute is not resolved within 20 business days after the dispute is referred to the senior executive officers of the disputing parties under clause 11.1.2, any disputing party may by notice to each other refer the dispute to the Commission for dispute resolution.

11.1.5 If a disputing party considers that the dispute is of an urgent nature, it may request the Commission to conduct a dispute resolution process before negotiations are conducted by either representatives or the senior executive officers of the disputing parties under 11.1.1 or clause 11.1.2.

11.1.6 Subject to the rules of natural justice, the Commission will within a reasonable timeframe determine whether to conduct a dispute resolution process in response to any request under clause 11.1.4 or clause 11.1.5 in its absolute discretion.

11.1.7 The disputing party referring the dispute to the Commission under clause 11.1.4 or clause 11.1.5 must give notice to the Commission of the nature of the dispute, including:

- (a) the alleged breach, act, omission or other circumstance forming the basis for the dispute; and
- (b) the relevant provision within this Code or other basis for the dispute.

- 11.1.8 Subject to the rules of natural justice, the Commission must conduct a dispute resolution process with as little formality and technicality, and with as much expedition, as the requirements of this clause 11, and a proper hearing and determination of the dispute, permit.
- 11.1.9 The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in clause 11.1.8.
- 11.1.10 Subject to the rules of natural justice, the Commission may from time to time specify procedures (either of general application or in respect of all or some part of a particular dispute) for dispute resolution including:
- (a) the manner of any submissions by the disputing parties;
  - (b) whether, and if so the extent to which, legal representation is permitted; and
  - (c) regulating the conduct of the disputing parties.
- 11.1.11 Subject to the rules of natural justice, the Commission may:
- (a) inform itself independently as to facts and if necessary technical matters to which the dispute relates;
  - (b) receive written submissions and sworn and unsworn written statements;
  - (c) consult with such other persons as the Commission thinks fit; and
  - (d) take such measures as the Commission thinks fit to expedite the completion of the dispute resolution process.

## **11.2 Determination to be made by the *Commission***

- 11.2.1 Subject to the Act and this Code, in determining a dispute the Commission may make any order which it considers expedient to resolve the dispute.
- 11.2.2 The Commission will use its best endeavours to make a determination of the dispute within 20 business days after its appointment under clause 11.1 or such further period as considered appropriate by the Commission. If any of the disputing parties consider that the dispute is of an urgent nature and needs to be resolved within a shorter period, then that disputing party may apply to the Commission, and the Commission may reduce the period of 20 business days to such lesser period as the Commission considers appropriate having regard to the interests of all disputing parties and the objectives of this Code.
- 11.2.3 The Commission must deliver a written determination which sets out the reasons for the determination and the findings of fact on which the determination is based.
- 11.2.4 Unless the disputing parties agree otherwise, any hearing or meeting relating to the dispute resolution must be held in Darwin.

11.2.5 The Commission's written determination under this clause 11.2 is final and binding on the disputing parties.

11.2.6 The referral of any matter to the Commission under this clause 11 does not relieve any party to which this Code applies from performing its obligations under this Code.

### **11.3 Costs of the *Commission***

11.3.1 The reasonable costs incurred by the Commission in connection with the performance of the Commission's functions under this clause 11 are to be determined at the discretion of the Commission which may direct by whom and in what manner the whole or any part of the costs are to be paid.

### **11.4 Standard complaints and dispute resolution procedures**

11.4.1 Within 3 months of commencement of clause 11.4, every retailer and every network provider must develop, make and publish on its website a set of procedures detailing the retailer's or network provider's procedures for handling customer complaints and disputes, to be known as its standard complaints and dispute resolution procedures.

11.4.2 The procedures must be regularly reviewed and kept up to date.

11.4.3 The procedures must be substantially consistent with the Australian Standard AS ISO 10002 2022 (*Customer satisfaction – Guidelines for complaints handling in organisations*) as amended and updated from time to time.

### **11.5 Complaints made to retailer or network provider for internal resolution**

11.5.1 A customer may make a complaint to a retailer or network provider about a relevant matter, or any aspect of a relevant matter, concerning the customer and the retailer or the network provider.

11.5.2 The retailer or network provider must deal with the complaint if it is made in accordance with the retailer's or network provider's standard complaints and dispute resolution procedures, including any time limits applicable under those procedures for making a complaint.

11.5.3 The complaint must be handled in accordance with the retailer's or network provider's standard complaints and dispute resolution procedures, including any time limits applicable under those procedures for handling a complaint.

11.5.4 The retailer or network provider must inform the customer of the outcome of the complaint process, and of the retailer's or network provider's reasons for the decision regarding the outcome, as soon as reasonably possible but, in any event, within any time limits applicable under the retailer's or network provider's standard complaints and dispute resolution procedures.

11.5.5 A retailer or network provider that is a government owned corporation must inform a customer:

- (a) that, if the customer is not satisfied with the outcome, the customer may make a complaint or take a dispute to the NT Ombudsman; and
- (b) of the telephone number and other contact details of the NT Ombudsman.

11.5.6 A retailer or network provider that is not a government owned corporation must inform a customer:

- (a) that, if the customer is not satisfied with the outcome, the customer may make a complaint or take a dispute to NT Consumer Affairs; and
- (b) of the telephone number and other contact details of the NT Consumer Affairs.

## **12 Hardship policy – standard meter customers**

12.1.1 Clause 12 applies in relation to a retailer and its residential customers with a standard meter only.

12.1.2 The purpose of a retailer’s hardship policy is to identify residential customers experiencing payment difficulties due to hardship (also referred to as hardship residential customers) and assist those residential customers to better manage their electricity bills on an ongoing basis.

12.1.3 A retailer must within 6 months of commencement of clause 12 or 3 months of being granted a retail licence by the Commission under Part 4 of the ERA if the retailer did not hold a retail licence on commencement of clause 12:

- (a) develop a hardship policy in respect of residential customers of the retailer;
- (b) submit the hardship policy to the Commission for approval;
- (c) publish the policy, as approved by the Commission, on the retailer’s website as soon as practicable after it has been approved; and
- (d) maintain, implement and comply with the policy.

12.1.4 The Commission may direct the retailer to review the policy and make variations in accordance with any requirements set out by the Commission and the retailer must:

- (a) vary the policy in accordance with the Commission’s requirements;
- (b) submit the varied policy to the Commission for approval;
- (c) publish the policy, as approved by the Commission, on the retailer’s website as soon as practicable after it has been approved; and
- (d) maintain, implement and comply with the policy.

12.1.5 A retailer may vary its hardship policy independently of a direction referred to in clause 12.1.4, but only if the variation has been approved by the Commission and the varied policy is published on the retailer's website after the Commission has approved the variation.

12.1.6 The minimum requirements for a retailer's hardship policy are that it must contain:

- (a) processes to identify residential customers experiencing payment difficulties due to hardship, including identification by the retailer and self-identification by a residential customer; and
- (b) processes for the early response by the retailer in the case of residential customers identified as experiencing payment difficulties due to hardship; and
- (c) flexible payment options for the payment of electricity bills by hardship residential customers; and
- (d) processes to identify appropriate government concession programs and appropriate financial counselling services and to notify hardship residential customers of those programs and services; and
- (e) an outline of a range of programs that the retailer may use to assist hardship residential customers; and
- (f) general information to residential customers on how they may be able to improve their electricity efficiency.

12.1.7 The Commission must, in considering whether to approve a hardship policy under clause 12.1.7, have regard to the following principles:

- (a) that the supply of electricity is an essential service for residential customers;
- (b) that retailers should assist hardship residential customers by means of programs and strategies to avoid disconnection solely due to an inability to pay electricity bills;
- (c) that disconnection of premises of a hardship residential customer due to inability to pay electricity bills should be a last resort option;
- (d) that residential customers should have equitable access to hardship policies and that those policies should be transparent and applied consistently.

12.1.8 A retailer must:

- (a) inform a residential customer of the existence of the retailer's hardship policy as soon as practicable where it appears to the retailer that non-payment for an electricity bill debt is due to the customer experiencing payment difficulties due to hardship; and
- (b) provide a residential customer with a copy of the hardship policy on request and at no expense.

12.1.9 A retailer must give effect to the general principle that de-energisation (or disconnection) of premises of a hardship residential customer due to inability to pay electricity bills should be a last resort option.

### **13 Hardship policy – prepayment meter customers**

13.1.1 Clause 13 applies in relation to a retailer and its prepayment meter customers.

13.1.2 The purpose of a retailer’s hardship policy for prepayment meter customers is to identify prepayment meter customers experiencing payment difficulties due to hardship and assist those prepayment meter customers to better manage their electricity costs and level of prepayment meter credit on an ongoing basis.

13.1.3 A retailer with one or more prepayment meter customers must within 6 months of commencement of clause 13 or 3 months of first supplying a prepayment meter customer if the retailer did not supply any prepayment meter customers on commencement of clause 13:

- (a) develop a hardship policy in respect of prepayment meter customers of the retailer;
- (b) submit the policy to the Commission for approval;
- (c) publish the policy, as approved by the Commission, on the retailer’s website as soon as practicable after it has been approved; and
- (d) maintain, implement and comply with the policy.

13.1.4 For the avoidance of doubt, a retailer’s hardship policy for its prepayment meter customers may be situated within the retailer’s broader customer hardship policy.

13.1.5 The Commission may direct the retailer to review its hardship policy for prepayment meter customers and make variations in accordance with any requirements set out by the Commission and the retailer must:

- (a) vary the policy in accordance with the Commission’s requirements;
- (b) submit the varied policy to the Commission for approval;
- (c) publish the policy, as approved by the Commission, on the retailer’s website as soon as practicable after it has been approved; and
- (d) maintain, implement and comply with the policy.

13.1.6 A retailer may vary its hardship policy for prepayment meter customers independently of a direction referred to in clause 13.1.5, but only if the variation has been approved by the Commission and the varied policy is published on the retailer’s website after the Commission has approved the variation.

13.1.7 The minimum requirements for a retailer's hardship policy in relation to its prepayment meter customers are that it must contain:

- (a) processes to identify prepayment meter customers experiencing payment difficulties due to hardship, including identification by the retailer and self-identification by a prepayment meter customer; and
- (b) processes to contact prepayment meter customers identified as experiencing payment difficulties due to hardship to discuss options to address their difficulties in maintaining an adequate amount of credit on their prepayment meter; and
- (c) processes to notify prepayment meter customers experiencing hardship of appropriate government concession programs and appropriate financial counselling services; and
- (d) general information to prepayment meter customers on how they may be able to improve their electricity efficiency.

13.1.8 Where a retailer believes it cannot comply with some or all of the minimum requirements set out in clause 13.1.7 in relation to certain prepayment meter customers, the retailer may seek an exemption from the Commission from some or all of the requirements of clause 13.1.7 in relation to those prepayment meter customers. The exemption request must specify:

- (a) which prepayment meter customers the exemption request relates to;
- (b) which of the minimum requirements set out in clause 13.1.7 the exemption request relates to;
- (c) any alternative arrangements the retailer proposes to adopt to protect prepayment meter customers experiencing payment difficulties due to hardship; and
- (d) the retailer's associated reasoning.

## **14 Family violence policy**

14.1.1 Clause 14 applies in relation to a retailer and its residential customers.

14.1.2 The purpose of a retailer's family violence policy is to identify, engage with and assist residential customers affected by family violence.

14.1.3 A retailer must within 6 months of commencement of clause 14 or 3 months of being granted a retail licence by the Commission under Part 4 of the ERA if the retailer did not hold a retail licence on commencement of clause 14:

- (a) develop a family violence policy in respect of residential customers of the retailer;
- (b) submit the family violence policy to the Commission for approval;

- (c) publish the policy, as approved by the Commission, on the retailer's website as soon as practicable after it has been approved; and
- (d) maintain, implement and comply with the policy.

14.1.4 The Commission may direct the retailer to review the policy and make variations in accordance with any requirements set out by the Commission and the retailer must:

- (a) vary the policy in accordance with the Commission's requirements;
- (b) submit the varied policy to the Commission for approval;
- (c) publish the policy, as approved by the Commission, on the retailer's website as soon as practicable after it has been approved; and
- (d) maintain, implement and comply with the policy.

14.1.5 A retailer may vary its family violence policy independently of a direction referred to in clause 14.1.4, but only if the variation has been approved by the Commission and the varied policy is published on the retailer's website after the Commission has approved the variation.

14.1.6 The minimum requirements for a family violence policy of a retailer are that it must contain:

- (a) processes to ensure the retailer's staff are able to:
  - (i) understand the nature and consequences of family violence;
  - (ii) identify and engage appropriately with residential customers who may be affected by family violence; and
  - (iii) assist residential customers who may be affected by family violence in accordance with this clause 14 and the retailer's family violence policy;
- (b) for the purposes of subclause (a), staff includes the retailer's employees, contractors and agents who:
  - (i) may engage with residential customers by any means of communication;
  - (ii) manages staff identified in subclause (b)(i); or
  - (iii) are responsible for systems and processes that guide interactions with residential customers;
- (c) processes to readily identify residential customers that may be affected by family violence;
- (d) processes on how the retailer will engage with and assist residential customers that may be affected by family violence, including:
  - (i) avoiding the need for the residential customer to repeatedly disclose or refer to their experience of family violence;



- (ii) having regard firstly to the safety of the residential customer, as far as the customer's safety is impacted by them being affected by family violence;
  - (iii) taking into account the particular circumstances of the residential customer, including before taking action to recover arrears from the residential customer, before transferring the residential customer's debt to a third party debt collector or before disconnecting the residential customer's supply address for failure to pay a bill;
  - (iv) considering the provision of financial assistance to a prepayment meter customer that may be affected by family violence;
  - (v) identifying and using the residential customer's preferred method of communication to the extent practicable; and
  - (vi) taking reasonable steps to protect the residential customer's information, including information about their whereabouts, contact details, or financial or personal circumstances; and
- (e) a list of one or more external family violence support services.

14.1.7 A retailer must not require a residential customer or a third party acting on behalf of a residential customer to provide any documentary evidence of family violence as a precondition to applying this clause 14 or the retailer's family violence policy.

## SCHEDULE 1: DEFINITIONS AND INTERPRETATIONS

Term	Definition
<b><i>acceptable credit rating</i></b>	means a credit rating of BBB+ (or its equivalent) or higher from Standard and Poors, Fitch Ratings or Moody's Investor Services, a Dun & Bradstreet Dynamic Risk Score of Low or better, or a credit rating as otherwise specified in guidelines.
<b><i>accumulation meter</i></b>	means a meter where the data recorded in the meter and/or data logger represents a period in excess of a 30 minute period ending on the hour (CST) or on the half hour and, where identified by a time, means the 30 minute period ending at that time.
<b><i>Act</i></b>	means the <i>Utilities Commission Act 2000</i> (NT).
<b><i>applicable regulatory instruments</i></b>	means the Act, the ERA, the <i>National Electricity (Northern Territory) (National Legislation) Act 2015</i> and supporting regulations and rules, any regulation made under those Acts, any condition of a licence issued to an electricity entity or any other code, rule, determination or relevant statutory instrument made by the Commission under the Act.
<b><i>Australian Prudential Regulation Authority</i></b>	is the 'Australian Prudential Regulation Authority' established in accordance with the <i>Australian Prudential Regulation Authority Act 1998</i> (Cth).

Term	Definition
<b>bank bill rate</b>	<p>means:</p> <p>(a) on any day, the average bid rate (expressed as a percentage yield to maturity per annum rounded upwards, if necessary, to the nearest 0.01%) displayed on the page of the Reuters Monitor System, designated 'BBSY' at or about 10.30am on that day (or if that day is not a business day on the business day immediately preceding that day) for the purchase of bills of exchange (as defined in the <i>Bills of Exchange Act 1909</i> (Cth)) bearing the acceptance of a bank licensed under sections 8 or 9 of the <i>Banking Act 1959</i> (Cth) and for a term to maturity of 90 days; or</p> <p>(b) if there is manifest error in the calculation of that average rate, or that average rate is not displayed at or about 10.30am on that day, or if that average rate becomes clearly inappropriate, unfair or incapable of application, the 'bank bill rate' for that day is as fixed by the Commission to be representative of the rate at which such bills are being purchased by such banks at or about 10.30am on that day.</p>
<b>best endeavours</b>	<p>means to act in good faith and use all reasonable efforts, skills and resources.</p>
<b>billing period</b>	<p>means the number of days covered in a generation services bill issued by the generator to a retailer.</p>
<b>business day</b>	<p>means any day that is not a Saturday, a Sunday or a public holiday in the Northern Territory of Australia as declared under the <i>Public Holidays Act 1981</i> (NT).</p>
<b>Code</b>	<p>means this 'Electricity Retail Supply Code'.</p>
<b>Commencement Date</b>	<p>means the date on which this Code takes effect in accordance with section 24(8) of the Act.</p>

Term	Definition
<b><i>Commission</i></b>	means the ‘Utilities Commission of the Northern Territory’ established under the Act.
<b><i>connection services</i></b>	has the meaning given to that term in the Network Access Legislation.
<b><i>cooling off period</i></b>	in relation to a customer, means the 10 business day period following the date on which the customer enters into an electricity supply contract with a retailer for the supply to that customer at an exit point.
<b><i>Coordination Agreement</i></b>	means an agreement entered into between a retailer and network provider in accordance with clause 4.1.1.
<b><i>credit allowance</i></b>	has the meaning given in clause A5.4 of Annexure 5.
<b><i>credit allowance percentage</i></b>	has the meaning given to that term in clause A5.4 of Annexure 5.
<b><i>credit support</i></b>	<p>means a security supporting the obligations of a retailer to a generator or a network provider (whichever is applicable) to pay:</p> <ul style="list-style-type: none"> <li data-bbox="628 1498 1414 1568">(a) the generator for generation services provided to the retailer; or</li> <li data-bbox="628 1601 1414 1671">(b) the network provider for network services provided to the retailer,</li> </ul> <p>and having the characteristics required by clause 3.4.</p>
<b><i>credit support duration</i></b>	is the monetary amount calculated in accordance with clause 3.2.2 (ba) which represents the potential payments outstanding from a failed retailer to a generator in relation to a Retailer of Last Resort Event.

<b>Term</b>	<b>Definition</b>
<b><i>current retailer</i></b>	means the retailer currently supplying electricity to the relevant customer.
<b><i>customer</i></b>	has the meaning given to that term in the ERA.
<b><i>customer data</i></b>	means a customer's name and address.
<b><i>customer transfer request form</i></b>	means: <ul style="list-style-type: none"> <li>(a) until the date of commencement of the NTESMO Communications Guideline, the form which is published by a network provider under clause 8.2.2 in accordance with Annexure 3;</li> <li>(b) from the date of commencement of the NTESMO Communications Guideline, a change request as required by the NTESMO Communications Guideline to action a customer transfer.</li> </ul>
<b><i>data</i></b>	means historical consumption data or standing data, as applicable.
<b><i>data request</i></b>	means a request for historical consumption data or a request for standing data, as applicable.
<b><i>data request form</i></b>	means a standing data request form or a historical consumption data request form, as applicable, published by the network provider under clause 6.2.
<b><i>deemed RoLR contract</i></b>	means a contract for the sale of electricity that, under section 44F(a) of the ERA, is taken to be in place between the retailer of last resort and a customer.

Term	Definition
<b><i>deemed supply contract</i></b>	means an agreement for the supply of electricity between a customer and a retailer which commences as a result of the customer consuming electricity at its premises and without the customer otherwise requesting the retailer to supply electricity.
<b><i>default rate</i></b>	means, at any time, the bank bill rate plus two percentage points per annum.
<b><i>disputing party</i></b>	means an electricity entity involved in a dispute under clause 11.1.
<b><i>electricity entity</i></b>	has the meaning given to that term in the ERA.
<b><i>electricity network</i></b>	has the meaning given to that term in the ERA.
<b><i>electricity pricing order</i></b>	has the meaning given to that term in the ERA.
<b><i>embedded network</i></b>	means an electricity network not owned or operated by a network provider.
<b><i>ERA</i></b>	means the <i>Electricity Reform Act 2000</i> (NT).
<b><i>Electricity Reform Regulations</i></b>	means the <i>Electricity Reform (Administration) Regulations 2000</i> (NT).
<b><i>erroneous transfer</i></b>	means a transfer that was made without the verifiable consent of the customer that was transferred, but not including a transfer required under clause 9.6 due the occurrence of a Retailer of Last Resort Event.

Term	Definition
<b><i>exemption</i></b>	means an exemption from the obligation to comply with one or more provisions of this Code, issued by the Commission under clause 1.10.
<b><i>exit point</i></b>	means a point at which electricity is transferred to or from an electricity network to a customer.
<b><i>failed retailer</i></b>	has the meaning given in the ERA.
<b><i>family violence</i></b>	means ‘domestic violence’ as defined in the <i>Domestic and Family Violence Act 2007</i> .
<b><i>final customer consumption period</i></b>	has the meaning given in clause A5.3 of Annexure 5.
<b><i>Gazette notice</i></b>	has the meaning given to that term in the Interpretation Act.
<b><i>generation services</i></b>	means all services provided by a generator to a retailer in relation to the supply of the retailer's customers.
<b><i>generator</i></b>	means an electricity entity that is licensed to generate electricity in the electricity supply industry in accordance with the ERA.
<b><i>good electricity industry practice</i></b>	the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from a significant proportion of operators of facilities forming part of a power system for the generation, transmission, distribution and supply of electricity comparable to those applicable to the relevant facility consistent with applicable laws, including the applicable regulatory instruments, licences, industry codes, reliability, safety and environmental protection.
<b><i>government owned corporation</i></b>	means a statutory corporation that is declared to be a government owned corporation by its constituting Act.

Term	Definition
<b><i>greenfield exit point</i></b>	means an exit point at which no retailer has assumed the rights and obligations to supply.
<b><i>guidelines</i></b>	means a 'guideline' made by the Commission in accordance with clause 1.5.
<b><i>historical consumption data</i></b>	in relation to a customer, means the metering data of the type set out in clause A4.2 of Annexure 4 for the customer.
<b><i>historical consumption data request form</i></b>	means the form published by a network provider under clause 6.2, in accordance with Annexure 2.
<b><i>incoming retailer</i></b>	in relation to a transfer of a customer, means the retailer that will supply to the customer after the transfer date.
<b><i>insolvency official</i></b>	means, in relation to a failed retailer, the insolvency official (as defined in the ERA) appointed to that failed retailer.
<b><i>Interpretation Act</i></b>	means the <i>Interpretation Act 1978</i> (NT).
<b><i>interruption</i></b>	means a temporary unavailability or temporary curtailment of the supply of electricity to a customer's premises, but does not include unavailability or curtailment in accordance with the terms and conditions of a customer retail contract or customer connection contract, and any applicable tariff, agreed with the customer.
<b><i>interval meter</i></b>	means a meter that records data electricity consumption at regular time intervals of no more than half an hour.
<b><i>invoice preparation and payment lag</i></b>	has the meaning given in clause A5.3 of Annexure 5.



Term	Definition
<b><i>Jacana Energy</i></b>	means the RetailCorp as defined in section 3 of the <i>Power Retail Corporation Act 2014 (NT)</i> and trading as Jacana Energy.
<b><i>marketing</i></b>	includes advertising, sales, promotions, market research, public relations, discussions or negotiations by any means in the nature of a personal contact with a customer whether solicited or unsolicited for the purposes of entering into an electricity supply contract.
<b><i>market operator</i></b>	a function of the system controller with respect to the operation and administration of a wholesale market in the Darwin-Katherine power system.
<b><i>maximum credit allowance</i></b>	has the meaning given in clause A5.5 of Annexure 5.
<b><i>maximum days outstanding</i></b>	has the meaning given in clause A5.17 of Annexure 5.
<b><i>meter</i></b>	in relation to a customer at an exit point, means the meter and appropriate infrastructure at or about the exit point used to measure the supply to the customer.
<b><i>month</i></b>	has the meaning given to that term in the Interpretation Act.
<b><i>National Electricity (NT) Rules</i></b>	See section 3(1) of the <i>National Electricity (Northern Territory) (National Uniform Legislation) Act 2015</i> .
<b><i>negotiation framework</i></b>	means the ‘negotiation framework’ submitted by the generator to the Commission as varied from time to time in accordance with clause 3.5.

Term	Definition
<b><i>Network Access Legislation</i></b>	means the legislation regulating connection to and use of electricity networks as in force in the Northern Territory from time to time, being the <i>National Electricity (NT) Rules</i> .
<b><i>network access services</i></b>	means services provided to network users by a network provider whether in the form of connection services or use of system services or both.
<b><i>network charges</i></b>	means all charges which are payable by a retailer to a network provider or, if applicable, the system controller in connection with the transfer of electricity at an exit point and the provision of network access services.
<b><i>network charges liability</i></b>	has the meaning given in clause A5.3 of Annexure 5.
<b><i>network provider</i></b>	has the meaning given to that term in the ERA.
<b><i>NMI</i></b>	has the meaning given to that term in the <i>National Electricity (NT) Rules</i> .
<b><i>nominated transfer date</i></b>	has the meaning given in clause 8.2.9 or 8.2.11 as relevant.
<b><i>NT Consumer Affairs</i></b>	means the person appointed Commissioner of Consumer Affairs under section 6 of the <i>Consumer Affairs and Fair Trading Act 1990</i> .
<b><i>NTESMO</i></b>	has the meaning given in the <i>National Electricity (NT) Rules</i> .
<b><i>NTESMO Communications Guideline</i></b>	means the communications guideline developed and maintained by NTESMO as required by clause S7A.1.3 of the <i>National Electricity (NT) Rules</i> .

<b>Term</b>	<b>Definition</b>
<b><i>NT Ombudsman</i></b>	means the person holding or occupying the Office of Ombudsman for the Northern Territory established under section 9 of the <i>Ombudsman Act 2009</i> .
<b><i>payment period</i></b>	means the due date for payment in relation to a generation services bill issued by the generator to a retailer.
<b><i>Power and Water Corporation</i></b>	a government owned corporation established in accordance with the <i>Government Owned Corporations Act 2001 (NT)</i> .
<b><i>prepayment meter</i></b>	means a meter that requires a residential customer to pay for the supply of electricity prior to consumption.
<b><i>previous retailer</i></b>	in relation to a transfer, means the retailer that supplied the customer before the transfer date.
<b><i>proposed transfer date</i></b>	means the date the network provider proposes to effect the transfer of a customer in accordance with clause 8.2.12.
<b><i>reactive period</i></b>	is an allowance which represents the predicted number of days for the activation, implementation and enforcement of procedures for the appointment of a retailer of last resort.
<b><i>rejection</i></b>	means a network provider's rejection of a customer transfer request form under clause 8.2.6.
<b><i>Required Generation Credit Support Amount</i></b>	means the monetary amount calculated in accordance with clause 3.2.
<b><i>Required Network Credit Support Amount</i></b>	means the monetary amount calculated in accordance with clause 3.1.

<b>Term</b>	<b>Definition</b>
<b><i>residential customer</i></b>	has the meaning given in the ERA.
<b><i>responsible retailer</i></b>	has the meaning given to that term in clause 8.3.1.
<b><i>retail area</i></b>	means the geographical area or areas specified in schedule 2 of a retailer's retail licence.
<b><i>retail billing period</i></b>	means a month or any other period that is agreed between a network provider and a retailer as the retail billing period.
<b><i>retailer</i></b>	<p>means an 'electricity retailer' as defined in the ERA and, in this Code, includes a person whose licence under the ERA to sell electricity has been suspended or cancelled or has expired and a failed retailer.</p> <p>For the purposes of clause A5.7 of Annexure 5, a retailer means a person who holds a license authorising that person to sell electricity in any of the Australian state or territory jurisdictions.</p>
<b><i>retail licence</i></b>	means a licence to sell electricity granted under Part 3 of the ERA.
<b><i>retailer of last resort</i></b>	<p>has the meaning in the ERA.</p> <p>Note: Under the ERA, Jacana Energy is the retailer of last resort.</p>
<b><i>Retailer of Last Resort Event</i></b>	has the meaning in clause 9.5.1.
<b><i>Ring-fencing Code</i></b>	means the Northern Territory Electricity Ring-fencing Code made by the Commission in accordance with the Act.

<b>Term</b>	<b>Definition</b>
<b><i>RoLR cost recovery scheme</i></b>	means a scheme made by the Commission under section 44G of the ERA for the recovery of costs incurred by the retailer of last resort arising from its appointment under section 44D of the ERA to sell electricity to customers of a failed retailer.
<b><i>RoLR plan</i></b>	a plan made by an electricity entity to document roles, responsibilities and actions within its organisation when a Retailer of Last Resort Event occurs.
<b><i>RoLR transfer date</i></b>	means, in relation to a Retailer of Last Resort Event, the date determined by the Commission under section 44D(2) of the ERA.
<b><i>Service Order Procedures</i></b>	means procedures of that name prepared by a network provider and approved by the Commission in accordance with clause 7.2 until the date of commencement of the NTESMO Communications Guideline at which time the definition changes to the NTESMO Communications Guideline.
<b><i>Service Order Request</i></b>	means a request by a retailer for a network provider to perform a service in accordance with the Service Order Procedures.
<b><i>standard complaints and dispute resolution procedures</i></b>	means the procedures developed, made and published by the retailer or network provider under clause 11.4.1.
<b><i>standard meter</i></b>	means a meter that is not a prepayment meter.
<b><i>standing data</i></b>	in relation to a customer, means data of the type set out in clause A4.1 of Annexure 4 for the customer.
<b><i>standing data request form</i></b>	means the form published by a network provider under clause 6.1, in accordance with Annexure 1.

<b>Term</b>	<b>Definition</b>
<b><i>statement of charges</i></b>	means the statement of network charges provided by a network provider to a retailer, or the statement of charges for generation services provided by a generator to a retailer.
<b><i>substantive provisions</i></b>	means the provisions of this Code that are not included in the Schedules or Annexures.
<b><i>supply</i></b>	has the meaning given to that term in the ERA.
<b><i>System Control Technical Code</i></b>	means the code of that name approved by the Commission in accordance with the ERA and published by Power and Water Corporation.
<b><i>system controller</i></b>	has the meaning given to that term in the ERA.
<b><i>Total Annual Retailer Charges</i></b>	has the meaning given in clause A5.5 Of Annexure 5.
<b><i>transfer</i></b>	means transfer from one retailer to another retailer under this Code of rights and obligations at an exit point in connection with the supply to a customer.
<b><i>transfer date</i></b>	means the date on which a transfer occurs.
<b><i>UMI</i></b>	means the unique identifier assigned to an exit point by a network provider.
<b><i>unauthorised amount</i></b>	has the meaning given in clause A5.16 of Annexure 5.
<b><i>urban area</i></b>	means the city and suburbs of Darwin and Alice Springs.

Term	Definition
<b><i>valid</i></b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) in relation to a data request, the data request is complete and contains correct information;</li> <li>(b) in relation to a customer transfer request form, that the customer transfer request form has not been subject to a rejection by the network provider; and</li> <li>(c) in relation to a transfer, a transfer that is not an erroneous transfer.</li> </ul>
<b><i>verifiable consent</i></b>	<p>means consent to a transaction that is given by a customer:</p> <ul style="list-style-type: none"> <li>(a) expressly;</li> <li>(b) either; <ul style="list-style-type: none"> <li>(i) in writing signed by the customer;</li> <li>(ii) verbally, so long as the verbal consent is evidenced in such a way that it can be verified, such as a recorded call;</li> <li>(iii) by electronic communication generated by a customer;</li> </ul> </li> <li>(c) after the retailer or network provider obtaining the consent has in plain language appropriate to the customer disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used;</li> <li>(d) by a person whom a retailer or network provider (acting reasonably) would consider competent to give consent on the customer's behalf; and</li> <li>(e) expires on the earlier of: <ul style="list-style-type: none"> <li>(i) where the consent relates to a specific transaction, the time that the transaction occurs; or otherwise</li> <li>(ii) the time specified in or ascertainable from the verifiable consent as the time of expiry of the verifiable consent; or</li> <li>(iii) the first anniversary of the date the verifiable consent was first given.</li> </ul> </li> </ul>

**Term**

**Definition**

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***writing***

includes any electronic form capable of being reduced to paper form by being printed.



## **ANNEXURE 1 - REQUEST FOR STANDING DATA FORM**

A standing data request form published by a network provider must require a retailer to provide the following information:

- (a) the name and, if applicable, identification number or code of the retailer submitting the request for standing data; and
- (b) either:
  - (i) if the network provider has allocated a UMI or NMI for the exit point, the customer's UMI or NMI;
  - (ii) if the network provider has not allocated a UMI or NMI for the exit point the customer's:
    - A. lot number and, if applicable, unit number;
    - B. street number;
    - C. street;
    - D. suburb; and
    - E. post code; or
  - (iii) the customer's meter serial number.

## ANNEXURE 2 - REQUEST FOR HISTORICAL CONSUMPTION DATA FORM

A historical consumption data request form published by a network provider must require a retailer or customer to provide the following information:

- (a) the name and, if applicable, identification number or code of the retailer submitting the request for historical consumption data;
- (b) either:
  - (i) if the network provider has allocated a UMI or NMI for the exit point, the customer's UMI or NMI; or
  - (ii) if the network provider has not allocated a UMI or NMI for the exit point the customer's:
    - A. name;
    - B. lot number and, if applicable, unit number;
    - C. street number;
    - D. street;
    - E. suburb; and
    - F. post code; or
  - (iii) the customer's meter (s) serial number (s); and
- (c) If the retailer is requesting historical consumption data, confirmation that the retailer has obtained verifiable consent from the customer to obtain the historical consumption data (except where the retailer is the responsible retailer for a greenfield exit point);
- (d) The start and end dates of the requested historical consumption data;
- (e) The frequency of the historical consumption data (15 minute data, 30 minute data, hourly data, daily data, weekly data, monthly data, or yearly data);
- (f) If the historical consumption data request form relates to more than 1 customer meter at an address, whether the historical consumption data is to be reported for each individual meter or in a totalised format; and
- (g) If the historical consumption data is to be summarised on a monthly or yearly basis under clause (e) above, whether the historical consumption data is to be provided in a format that defines the off-peak period as all days of the week from 6pm to 6am or in a format that defines the off-peak period as weekdays from 6pm to 6am and all hours of the weekend.

### **ANNEXURE 3 - CUSTOMER TRANSFER REQUEST FORM**

A customer transfer request form published by a network provider must require a retailer to provide the following information:

- (a) the name and, if applicable, identification number or code of the retailer submitting the customer transfer request form;
- (b) either:
  - (i) if the network provider has allocated a UMI or NMI for the exit point, the customer's UMI or NMI;
  - (ii) if the network provider has not allocated a UMI or NMI for the exit point, the customer's:
    - A. name;
    - B. lot number and, if applicable, unit number;
    - C. street number;
    - D. street;
    - E. suburb; and
    - F. post code; or
  - (iii) the customer's meter (s) serial number (s);
- (c) the reason for the transfer, (either a standard transfer or the reversal of an erroneous transfer);
- (d) the name and, if applicable, identification number or code of the retailer to whom the customer is to be transferred;
- (e) the nominated transfer date;
- (f) if a new meter is required to enable transfer, or for any other reason, the Service Order Request number relating to the request for a new meter submitted by the retailer to whom the customer is to be transferred;
- (g) the estimated annual electricity consumption data of the customer;
- (h) if applicable, the proposed network access pricing structure or arrangement to be agreed between the network provider and the retailer to whom the customer is to be transferred to apply for the customer to be transferred; and
- (i) that the retailer to whom the customer is to be transferred has obtained verifiable consent from the customer in relation to the transfer.

## **ANNEXURE 4 - STANDING DATA AND HISTORICAL CONSUMPTION DATA**

A4.1 Standing data includes, if available, the following information:

- (a) UMI or NMI and its status (connected or disconnected);
- (b) full details of the address;
- (c) voltage;
- (d) network tariff description;
- (e) meter type;
- (f) meter number(s);
- (g) last and next scheduled meter read date or day number; and
- (h) whether a new meter (or communications) is required under the *National Electricity (NT) Rules* before the customer may transfer.

A4.2 Historical consumption data, if available, is:

- (a) metering data for the customer for at least the previous 12 months (or longer if agreed by the network provider and retailer);
- (b) provided as interval data or in a summarised form; and
- (c) dependent on the capabilities of the meter at the exit point (for example, Peak/Off peak kWh, Peak/Off peak kW, All time kWh, kVAh).

## ANNEXURE 5 – CREDIT SUPPORT GUIDELINES AND METHODOLOGY

### REQUIREMENTS FOR CREDIT SUPPORT

#### A5.1 *Network Provider may require credit support*

- (a) A network provider may require a retailer to provide credit support, but only in accordance with this Code and these 'Credit Support Guidelines and Methodology'.
- (b) A network provider may only require a retailer to provide credit support up to the Required Network Credit Support Amount.

Note: the circumstances in which a network provider may require a retailer to provide credit support are:

- (i) If a retailer's network charges liability to the network provider exceeds the retailer's credit allowance – see clause A5.2 to A5.7; or
- (ii) When no credit allowance is extended due to the circumstances set out in clause A5.8.

#### A5.2 *Determining the Required Network Credit Support Amount*

- (a) A network provider must calculate the amount by which the network charges liability of a retailer exceeds the credit allowance of that retailer, to determine the Required Network Credit Support Amount, in accordance with these 'Credit Support Guidelines and Methodology'.
- (b) A network provider must include in a request to a retailer for credit support a statement setting out the basis upon which the network provider has determined the Required Network Credit Support Amount.

#### A5.3 *Determining a Retailer's network charges liability*

- (a) A network provider must estimate an amount which is equal to a retailer's average billed and unbilled network charges liability in accordance with the following formula:

$$NCL = \sum NCLc$$

where,

NCLc means the forecast daily network charges relating to those customers of the retailer for which the maximum days outstanding (MDO) is the same, multiplied by that MDO, where MDO for each customer is calculated as:

$$MDO = FCCP/2 + RBP/2 + IPPL$$

where,

FCCP (final customer consumption period) is the number of days in the average period of consumption covered in a statement of charges issued by the network provider to the retailer in respect of that customer's consumption of electricity;

RBP (retail billing period) is the number of days in the retail billing period applicable to the retailer; and

IPPL (invoice preparation and payment lag) is 28 days.

Note: 28 days represents approximately 10 business days after the end of the retail billing period to issue the invoice and a further 10 business days for payment.

- (b) A network provider must estimate the amount of network charges liability of a retailer:
  - (i) as at the date the network provider requests credit support from the retailer; or
  - (ii) on the date on which the network provider recalculates the Required Network Credit Support Amount under these 'Credit Support Guidelines and Methodology'.

## **DETERMINING CREDIT ALLOWANCE FOR A RETAILER**

### **A5.4 Calculating *Retailer Credit Allowance***

- (a) A network provider must determine a credit allowance for a retailer as set out in this 'Credit Support Guidelines and Methodology'.
- (b) A credit allowance for a retailer is calculated as follows:

$$CA = MCA \times CA\%$$

where,

CA means the credit allowance for a retailer;

MCA means maximum credit allowance for that network provider as calculated in clause A5.5; and

CA% (or credit allowance percentage for a retailer) is the figure expressed as the applicable percentage as specified in guidelines (which corresponds to the credit rating applicable to the retailer) or, where either clause A5.6 or clause A5.8 applies, is zero.

### **A5.5 *Network Provider's Maximum Credit Allowance***

For the purpose of determining a credit allowance for a retailer, a network provider must calculate its maximum credit allowance as follows:

$$MCA = TARC \times 25\%$$

where,

MCA means maximum credit allowance for that network provider; and

TARC (or Total Annual Retailer Charges) means the total annual amount of network charges billed by the network provider to all retailers.

**A5.6 Credit Rating for Retailer**

- (a) In determining a credit allowance for a retailer, a network provider may use a credit rating advised by the retailer.
- (b) Unless the retailer is providing its guarantor's credit rating under clause A5.7, a retailer must advise a network provider of its credit rating which may be:
  - (i) a Standard & Poor's, Fitch or Moody's credit rating; or
  - (ii) where a retailer does not have such a rating, a Dun & Bradstreet Dynamic Risk Score.
- (c) If a retailer does not have a credit rating of the type described in clause A5.6(b) then its credit allowance percentage is zero.

**A5.7 Calculating Credit Allowance where Guarantor**

- (a) This clause applies where a person (a 'guarantor') provides an unconditional guarantee in favour of the network provider of the financial obligations which the retailer has to the network provider.
- (b) In determining a retailer's credit allowance, a network provider may use a credit rating of a guarantor advised by the retailer.
- (c) The retailer may advise the network provider of its guarantor's credit rating, which may be:
  - (i) a Standard & Poor's, Fitch or Moody's credit rating; or
  - (ii) where a guarantor does not have such a rating, a Dun & Bradstreet Dynamic Risk Score.
- (d) If a retailer advises a network provider of its guarantor's credit rating under paragraph (c), it must also advise the network provider that the credit rating is the rating of its guarantor and, if its guarantor provides a guarantee to more than one retailer, the amount of the guarantor's credit allowance which has been allocated to the retailer under paragraph (e) below.
- (e) Where a guarantor provides a guarantee to more than one retailer, the guarantor's credit allowance must be calculated in accordance with clause A5.4 as though the guarantor were a retailer and the credit allowance of the guarantor must be divided by the guarantor amongst each of the retailers on behalf of which the guarantor provides a guarantee.

**A5.8 When no credit allowance will be extended to a retailer**

- (a) No credit allowance will be granted to a retailer if, at the time of the network provider's request, any of the following apply:
  - (i) within the previous 12 months, the retailer has failed to pay in full:
    - A. 3 statements of network charges by the due date;
    - B. 2 consecutive statements of network charges by the due date; or
    - C. 1 statement of network charges within 25 business days of the due date; or
  - (ii) the network provider calls upon any credit support provided by the retailer or its guarantor to the network provider under these 'Credit Support Guidelines and Methodology'.
- (b) Paragraph (a)(i) does not apply where the retailer has failed to pay the statement of network charges due to a dispute.
- (c) A retailer must notify the network provider within 1 business day if it is not to be granted any credit allowance because of the operation of paragraph (a)(ii).

## **PROVISION OF CREDIT SUPPORT BY RETAILERS**

### **A5.9 *Retailer to provide credit support***

- (a) A retailer must, on request by a network provider, provide credit support to a network provider in accordance with these 'Credit Support Guidelines and Methodology'.
- (b) A request for credit support by a network provider to a retailer must be for an acceptable form of credit support.
- (c) The credit support provided by a retailer must be:
  - (i) for an amount requested by the network provider, not exceeding the Required Network Credit Support Amount calculated in accordance with these 'Credit Support Guidelines and Methodology';
  - (ii) provided within 20 business days of the network provider's request;
  - (iii) in an acceptable form which is detailed in clause 3.4 of this Code; and
  - (iv) in favour of the network provider - see clause A5.1.

### **A5.10 *Provision of credit support when a dispute arises***

- (a) This clause applies where a retailer decides to lodge an access dispute under the Network Access Legislation in relation to a network provider's request for credit support, and that dispute is not resolved by the due date for payment of the credit support.
- (b) The retailer must provide the credit support requested by the network provider by the due date.
- (c) Where, as a result of a dispute determination, a network provider was not entitled to the credit support provided by the retailer in whole or in part, the network provider must:
  - (i) reimburse the retailer for any costs incurred to procure the credit support (including the costs of funding any cash collateral provided to the issuer of the credit support), in excess of the costs that the retailer would have incurred if the correct amount had been requested; and
  - (ii) pay the retailer interest at the default rate on the amount of those excess costs.

## **OTHER MATTERS RELATING TO *CREDIT SUPPORT***

### **A5.11 *Top up of credit support***

- (a) A retailer must ensure that at all times the aggregate undrawn or unclaimed amount of the credit support is not less than the amount requested by a network provider in accordance with clause A5.1, adjusted as required in accordance with a request under paragraph (b) below.



- (b) If at any time the aggregate amount of uncalled credit support held by a network provider is less than 90% of the Required Network Credit Support Amount, the network provider may require a retailer to increase the amount of the credit support to an amount not exceeding the Required Network Credit Support Amount, and the retailer must comply with that requirement within 20 business days.

#### **A5.12 Reduction of *credit support***

If the aggregate amount of uncalled credit support held by a network provider is more than 110% of the Required Network Credit Support Amount, the network provider must on request by a retailer and in conjunction with the retailer, do all things necessary to reduce the aggregate amount of uncalled credit support held by the network provider to the Required Network Credit Support Amount.

#### **A5.13 Application of *credit support***

A network provider may only set off from, apply or draw on the credit support (as the case may be) if:

- (a) the network provider has given not less than 3 business days' notice to a retailer that it intends to set off, apply or draw on the credit support in respect of an amount due and payable by the retailer to the network provider, and that amount remains outstanding; and
- (b) there is no dispute outstanding in relation to the retailer's liability to pay that amount.

#### **A5.14 Return of *credit support***

- (a) This clause applies where a network provider and a retailer:
  - (i) no longer have any 'shared' customers (i.e. none of the retailer's customers have exit points with the network provider's electricity network); or
  - (ii) if the Required Network Credit Support Amount of a retailer is zero.
- (b) A network provider must pay, cancel or return to a retailer as appropriate, any balance of credit support outstanding after payment of all amounts owing by the retailer to the network provider.

#### **A5.15 Other *retailer obligations***

- (a) Where a network provider has acted in accordance with the 'Credit Support Guidelines and Methodology', a retailer must not take any steps to seek an injunction or otherwise restrain:
  - (i) any issuer of credit support from paying the network provider pursuant to that credit support;
  - (ii) the network provider from taking any steps for the purpose of making a demand against the credit support; or
  - (iii) the network provider using the money obtained in the calling of the credit support.

- (b) A network provider may disclose to its financiers and the Commission that it has required or called on credit support provided by the retailer under the 'Credit Support Guidelines and Methodology'.

#### **A5.16 Authorised payments**

- (a) This clause applies if the issuer of credit support pays an amount to a network provider that was not called in accordance with the 'Credit Support Guidelines and Methodology' (an "unauthorised amount").
- (b) A network provider must:
  - (i) hold any unauthorised amount on trust for the relevant retailer; and
  - (ii) promptly pay to the retailer the following amounts:
    - A. the unauthorised amount paid to the network provider and held on trust; and
    - B. interest on the unauthorised amount at the default rate from the date on which that amount was called to the date on which that amount is paid to the retailer,when:
    - C. the retailer provides replacement credit support to the network provider; or
    - D. it is determined that the retailer is not required to provide replacement credit support to the network provider.

#### **A5.17: CREDIT SUPPORT ARRANGEMENTS WORKED EXAMPLES**

The worked examples below are intended to illustrate how the following items would be calculated:

- (a) network charges liability;
- (b) credit allowance for a retailer; and
- (c) maximum credit allowance.

##### **Example 1 – Network charges liability**

The network charges liability is based on:

- (a) the forecast daily network charges of customers; and
- (b) the maximum days a network charge will be outstanding (maximum days outstanding).

The network provider will determine the daily network charges of its customers. For the purposes of this example, it is assumed that the forecast daily network charges of two groups of customers are as follows: Group A customers (\$5 per day) and Group B customers (\$12 per day).

The formula for calculating the maximum days outstanding (or MDO) for each customer is:

$MDO = \text{final customer consumption period}/2 + \text{retail billing period}/2 + \text{invoice preparation and payment lag}.$

It is based on:

- (a) the final customer consumption period:
  - (i) this is the number of days in the average period of consumption covered in a statement of charges issued by the network provider to the retailer in respect of a customer's consumption of electricity; and
  - (ii) in this case, it is assumed that meter readings are undertaken for Group A each month (30 days), and Group B every 3 months (90 days).
- (b) the retail billing period:
  - (i) this is defined in the 'Credit Support Guidelines and Methodology' as a month or another retail billing period agreed between the retailer and customer; and
  - (ii) in this case, it is assumed that a 30 day retail billing period has been agreed.
- (c) the invoice preparation and payment lag – this is the number of days between the end of a retail billing period and:
  - (i) the date of issue of a statement of charges – under the 'Credit Support Guidelines and Methodology', this can be no more than 10 business days after the end of the retail billing period. Assuming the maximum 10 business days are taken, this would equate to 14 days; and
  - (ii) the number of days allowed by payment of the network charges – under the 'Credit Support Guidelines and Methodology', this must be 10 business days from the date of issue of the statement of charges. In this case, it is assumed that 10 business days equates to 14 days.
- (d) The invoice preparation and payment lag will therefore be 28 days (14 days plus 14 days).

Based on these assumptions, the maximum days outstanding for Group A customers can be calculated as follows:

$\text{Maximum days outstanding} = \text{final customer consumption period}/2 + \text{retail billing period}/2 + \text{invoice preparation and payment lag}.$

$$\begin{aligned} &= 30/2 + 30/2 + 28 \\ &= 15 + 15 + 28 \\ &= 58 \end{aligned}$$

The maximum days outstanding for Group B customers is calculated as follows:

$\text{Maximum days outstanding} = \text{final customer consumption period}/2 + \text{retail billing period}/2 + \text{invoice preparation and payment lag}.$

$$\begin{aligned} &= 90/2 + 30/2 + 28 \\ &= 45 + 15 + 28 \\ &= 88 \end{aligned}$$

To determine the network charges liability component for each group of customer, the forecast daily network charges for each customer is multiplied by the maximum days outstanding for the customer.

For each Group A customer, this would be determined as follows:

$$\begin{aligned}\text{Network charges liability} &= \text{daily network charges} \times \text{maximum days outstanding} \\ &= \$5.00 \times 58 \\ &= \$290\end{aligned}$$

For each Group B customer, this would be determined as follows:

$$\begin{aligned}\text{Network charges liability} &= \text{daily network charges} \times \text{maximum days outstanding} \\ &= \$12.00 \times 88 \\ &= \$1,056\end{aligned}$$

Assuming the retailer has 20,000 Group A customers, the network charges liability component for that group will be \$5,800,000 (\$290 x 20,000).

Assuming the retailer has 5,000 Group B customers, the network charges liability component for that group will be \$5,280,000 (\$1,056 x 5,000).

The network charges liability component for Group A and Group B customers will be \$11,080,000 (\$5,800,000 + \$5,280,000).

**Example 2 – Credit Allowance for a Retailer**

A Credit Allowance for a retailer is calculated by multiplying the network provider's Maximum Credit Allowance by a Credit Allowance Percentage for a retailer.

Table 1.1 is used to calculate the Credit Allowance for a retailer in this example:

Table 1.1 – Calculating credit allowance percentage				
Standard & Poor's or Fitch credit rating	Moody's credit rating	Credit allowance percentage (per cent)	Dun & Bradstreet Dynamic Risk Score	Credit allowance percentage
AAA	Aaa	100.0	N/A	N/A
AA+, AA, AA-	Aa1, Aa2, Aa3	100.0	N/A	N/A
A+, A, A-	A1, A2, A3	100.0	N/A	N/A
BBB+	Baa1	90.0	N/A	N/A
BBB	Baa2	72.00	Minimal	72.0
BBB-	Baa3	48.0	N/A	N/A
BB+	Ba1	13	Very Low	13.0
BB	Ba2	7.0	Low	7.0
BB-	Ba3	4.0	Below average/ average	4.0
B+	B1	2.0	Moderate	2.0
B	B2	1.1	High	1.1
B-	B3	0.4	Very High	0.4
CCC, CC, C	Caa, Ca, C	0.1	Severe	0.1
SD, D	LD, D	0.0	N/A	N/A

An example of how to calculate a network provider's Maximum Credit Allowance is provided in Example 3 below. For the purposes of this example, the Maximum Credit Allowance is assumed to be \$100 million (or 25% of Total Annual Retailer Charges of \$400 million).

In this example, it is assumed the retailer has a Standard and Poor's credit rating of AAA. In accordance with Table 1.1, the Credit Allowance Percentage will be 100%. The Credit Allowance for the Retailer is calculated as follows:

Credit Allowance = Maximum Credit Allowance x Credit Allowance Percentage

$$= \$100,000,000 \times 100\%$$

$$= \$100,000,000$$

In this example, it is assumed the retailer has a Moody's credit rating of Ba2. In accordance with Table 1.1, the Credit Allowance Percentage will be 11%. The retailer's Credit Allowance is calculated as follows:

Credit Allowance = Maximum Credit Allowance x Credit Allowance Percentage

$$= \$100,000,000 \times 7\%$$

$$= \$7,000,000$$

In this example, the retailer has failed to pay two consecutive statements of charges by the due date. In this case no Credit Allowance will be granted, regardless of the value of the retailer's credit rating.

Credit Allowance = Maximum Credit Allowance x Credit Allowance Percentage

$$\begin{aligned} &= \$100,000,000 \times 0 \\ &= \$0 \end{aligned}$$

**Example 3 – Maximum Credit Allowance**

The Maximum Credit Allowance is calculated by multiplying a network provider's Total Annual Retailer Charges by 25%.

For example, if the Total Annual Retailer Charges of a network provider was \$1,300 million, its Maximum Credit Allowance would be \$325 million.

Maximum Credit Allowance = Total Annual Retailer Charges x 25 %

$$\begin{aligned} &= \$1,300,000,000 \times 25\% \\ &= \$325,000,000 \end{aligned}$$