

NORTHERN TERRITORY OF AUSTRALIA

ELECTRICITY RETAIL SUPPLY CODE

3 August 2011

As varied ~~20 April 2018~~ **[date]** 2019

FOREWORD

This Third 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)*;
- commences operation on [date]; and
- replaces the previous versions of the **Code**.

Notice of the making of the **Code** was published in the Gazette on [date].

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Version History

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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 to make a code relating to retail **supply** in the **electricity supply industry** under section 24 of the **Act** and regulation 2A of the *Utilities Commission Regulations 2001 (NT)*.

1.2 Scope

1.2.1 Without limiting clause 1.1.2, the **Code** may deal with any one or more of the following:

- (a) **transfer** of **customers** between **retailers**;
- (b) credit support arrangements;
- (c) billing;
- (d) metrology;
- (e) service order arrangements;
- (f) **Retailer of Last Resort** arrangements; and
- (g) dispute resolution.

1.2.2 In making this **Code**, the **Commission** has:

- (a) sought to promote and achieve the ~~objects-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**.

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) a **network provider**;
- (b) a **retailer**;
- (c) the **system controller**;
- (d) a **generator**; and
- (e) 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 ~~1.4.2~~ 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) ~~a)~~ the administrative procedures and arrangements that the **Commission** intends to adopt when administering the **Code**; and/or

(b) ~~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) ~~a)~~ give notice to all **electricity entities** to which this **Code** applies; and

(b) ~~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** by the **Commission**~~ 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) words appearing in bold and italics like '**this**' are defined in Schedule 1 of this **Code**;

(d) 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 energy 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**) 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.

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**.

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) ~~Subject to clause 3.2.2(c) if~~ **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) Notwithstanding a **retailer** meeting the credit rating requirement set out in the clause 3.2.2(a) a **generator** may at any time require a **retailer** to provide **credit support** if within the previous 12 months, the **retailer** has failed to pay in full:~~

~~(i) The charges contained in 3 **generation services** bills by the due date of the payment.~~

~~(ii) The charges contained in 2 consecutive **generation services** bills by the due date for payment.~~

~~(iii) The charges contained in 1 **generation services** bill within 15 **business days** of the due date for payment.~~

~~(ca) The **Required Generation Credit Support Amount** which must be provided by a **retailer** under clause 3.2.2(c) which will be calculated in accordance with clause 3.2.2(b), except that there will be no reduction in the Required Generation Credit Support Amount because of the retailer's credit rating and the percentage reduction figure will be zero.~~

(c) ~~(d)~~ Prior to obtaining **generation services** and prior to the 15th of December and 15th 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(e), will be utilised for the purposes of determining the **Required Generation Credit Support Amount** under clause 3.2.2(b).

(d) ~~(e)~~ Where the **retailer** has not provided a forecast of its highest **generation services** bill in accordance with clause 3.2.2(b) or (d), 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) ~~(f)~~ The **generator** will provide the **retailer** with notice of its determination under clause 3.2.2(e).

(f) ~~(g)~~ 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.

3.3 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 ~~Notwithstanding any other requirement under this clause 3, unless~~ 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** ~~(other than Power and Water Corporation (Retail))~~ 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 ~~reasonable~~ 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
- ~~ii.~~(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 Network Access

4.1 Network Access Agreement

4.1.1 The **retailer** and **network provider** must enter into a **Network Access Agreement** (consistent with the requirements of the **Network Access Legislation**) for the:

- (a) provision of **network access services**; and
- (b) the coordination of various matters specified by the **Commission** in accordance with the **network provider's** licence including without limitation, **customer** billing, fault reporting and notification of **interruptions**.

4.1.2 A **retailer** must:

- (a) be registered with the **market operator** prior to participating within the Northern Territory wholesale electricity market; and
- (b) be a party to a ~~network access agreement~~ Network Access Agreement prior to registration with the **market operator**.

4.1.3 A **network provider** must:

- (a) notify the **market operator** once negotiations for a ~~network access agreement~~ **Network Access Agreement** have commenced between the **network provider** and a **retailer** or prospective **retailer**; and
- (b) provide to the **market operator** a copy of any ~~network access agreement~~ **Network Access Agreement** the **network provider** enters into with a **retailer** or a prospective **retailer** as soon as practicable after the ~~network access agreement~~ **Network Access Agreement** is entered into.

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

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

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

4.1.6 The terms of a **Network Access Agreement** between a **retailer** and **network provider** must require the **network provider** and **retailer** to comply with and give effect to clause 10 of this **Code**.

5 Metrology

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**.

~~5.1.2 Clause 5.1.1 will not apply after 30 June 2019.~~

5.1.2 ~~5.1.3~~ The **interval meter** may be either manually or remotely read by the **network provider**.

5.1.3 ~~5.1.4~~ To the extent applicable, **retailers** and **network providers** must comply with the **meter** and **meter data** arrangements outlined in the **Network Connection Technical Code** (or in any legislation, regulations, rules or codes that replace the **Network Connection Technical Code** and that apply in the Northern Territory from time to time).

5.1.4 ~~5.1.5~~ 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 Use of market data

- 6.1.1 In **marketing** to a **customer**, a **retailer** must comply with all applicable laws and codes (including without limitation, the *Privacy Act 1988* (Cth) and the *Competition and Consumer Act 2010* (Cth)).
- 6.1.2 A **retailer** must only use:
- (a) **historical consumption data** for the purpose of providing the **customer** with a quotation for the **supply** by the **retailer**; and/or
 - (b) **standing data** to initiate a **transfer** in relation to that **customer**.

6.2 Market data procedures

- 6.2.1 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).
- 6.2.2 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**.
- 6.2.3 Subject to clause 6.2.4, a **retailer** must not request **historical consumption data** from a **network provider** in relation to a **customer** without first obtaining **verifiable consent** from the **customer**.
- 6.2.4 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 energy-electricity used for which the **responsible retailer** is liable.
- 6.2.5 The **network provider** may provide **historical consumption data** requested under clause 6.2.4 but only for the purpose of the **responsible retailer** billing a **customer** for energy-electricity used for which the **responsible retailer** is liable.

- 6.2.6 A **retailer** must retain records of any **verifiable consent** for at least 2 years from the date on which **verifiable consent** is obtained.
- 6.2.7 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**.
- 6.2.8 Unless otherwise agreed between the **network provider** and the **retailer**, a separate **data request form** must be submitted for each **exit point**.
- 6.2.9 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.
- 6.2.10 A **network provider** must respond to a **valid data request** from a **retailer** by providing the **data** stipulated in Annexure 4 within 3 **business days** of the **data request** being submitted.
- 6.2.11 The **network provider** may reject a **valid data request** by electronically notifying the **retailer** within 3 **business days** if:
- (a) the **retailer** does not have a **Network Access Agreement** with the **network provider**; or
 - (b) information provided by the **retailer** in the **data request** is inconsistent with the **network provider's** records in respect of the **customer**.
- 6.2.12 A **retailer** may electronically notify a **network provider** that it withdraws a **data request** at any time before the **network provider** provides **data**.
- 6.2.13 The **retailer** must pay any reasonable charges:
- (a) incurred by the **network provider** in providing **data**;
 - (b) approved by the **Commission or the AER**; and
 - (c) published by the **network provider**.

For the avoidance of doubt, if no charges are approved by **the Commission or the AER**, no charges will be payable by the **retailer** for providing **data**.

6.3 Customer access to data

- 6.3.1 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**.

- 6.3.2 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**).
- 6.3.3 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**.
- 6.3.4 If a request provided under clause 6.3.3 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**.
- 6.3.5 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**.
- 6.3.6 The **customer** must pay any reasonable charges:
- (a) incurred by the **network provider** in providing the **data**;
 - (b) approved by the **Commission or the AER**; and
 - (c) published by the **network provider**.
- 6.3.7 For the avoidance of doubt, if no charges are approved by **the Commission or the AER**, no charges will be payable by the **customer** for providing **data**.

6.4 Multi-party agreement

- 6.4.1 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.
- 6.4.2 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**.
- 6.4.3 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**.
- 6.4.4 A multi-party agreement must not be inconsistent with any other obligation imposed upon an **electricity entity** under an **applicable regulatory instrument** (including clause 6.2.3).

6.5 Third Party Assistance

- 6.5.1 A third party, including the **system controller**, assisting the **network provider** to perform functions under this clause 6 may access **data**.

6.5.2 Access to **data** permitted under clause 6.5.1 is only permitted for the purpose of, and to the extent necessary for, the third party providing assistance to the **network provider**.

6.5.3 Without limiting any obligations that may otherwise apply, a third party accessing **data** under clause 6.5.1 must comply with, and is subject to, the same obligations with respect to confidentiality and privacy as the **network provider** under this clause 6.

6.6 Billing

6.6.1 ~~From 1 July 2018, all~~ 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 Service Orders

Making Service Order Procedures

7.1.1 A **network provider** must develop and submit **Service Order Procedures** to the **Commission** no later than 20 **business days** after the commencement of this **Code**.

7.1.2 ~~7.1.1.1~~ The **Commission** will approve the **Service Order Procedures** submitted under clause 7.1.1 as soon as practicable.

Amending Service Order Procedures

7.1.3 A **network provider** may submit a request to the **Commission** to consider amendments it has proposed to the **Service Order Procedures**.

7.1.4 The **Commission** may approve the amendments proposed by the **network provider** under clause 7.1.3

7.1.5 ~~7.1.2~~ 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**.

[7.1.6](#) ~~7.1.3~~ The **Commission** may require a **network provider** to make specific changes to the **Service Order Procedures** as the **Commission** deems necessary.

[7.1.7](#) ~~7.1.4~~ 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.

Retailer requests for business-to-business services

[7.1.8](#) ~~7.1.5~~ 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**.

[7.1.9](#) ~~7.1.6~~ 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**.

[7.1.10](#) ~~7.1.7~~ 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**.

[7.1.11](#) ~~7.1.8~~ The **retailer** must pay any reasonable charges:

- (a) incurred by the **network provider** in providing business-to-business services;
- (b) approved by the **Commission or the AER**; and
- (c) published by the **network provider**.

[7.1.12](#) ~~7.1.9~~ For the avoidance of doubt, if no charges are approved by the **Commission or the AER**, no charges will be payable by the **retailer** for business-to-business services.

8 Customer Transfers

8.1 Verifiable consent

8.1.1 A **retailer** must not initiate or affect 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 **Network Access 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 **Network Connection Technical Code** 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 ~~Error! Reference source not found.~~**8.2.9**.
- 8.2.5 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**;
 - (b) approved by the **Commission or the AER**; and
 - (c) published by the **network provider**.
- 8.2.8.1 For the avoidance of doubt, if no charges are approved by **the Commission or the AER**, no charges will be payable by the **retailer** for processing a **customer transfer request form**.
- ~~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 the **transfer** request is submitted no later than 5 **business days** prior to **month** end, 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 8.2.9A Clause 8.2.9 will not apply from 1 July 2019 and clause 8.2.9B will apply in place of clause 8.2.9 on and from 1 July 2019.~~

8.2.9 ~~8.2.11~~ ~~8.2.9B~~ 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 ~~8.1.1~~ 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, or is likely to be, 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**.

8.2.10 ~~8.2.12~~ Following receipt of a **valid customer transfer request form**, the **network provider** must, subject to clause 8.2.12:

- (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.

8.2.11 ~~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**.

8.2.12 ~~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, ~~8.2.9A, 8.2.9B~~ and 8.2.10, 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**.

[8.2.13](#) ~~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**.

[8.2.14](#) ~~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.

[8.2.15](#) ~~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**.

[8.2.16](#) ~~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**.

[8.2.17](#) ~~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.

[8.2.18](#) ~~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.

[8.2.19](#) ~~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**.

[8.2.20](#) ~~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**.

[8.2.21](#) ~~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 to 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**.

8.3 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** as a result of a **valid transfer**;
- (b) for a **greenfield exit point**, **Jacana Energy**.

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** or **Retailer of Last Resort Event**;
- (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** must provide the **Commission** with quarterly 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, including the **system controller**, 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 Retailer of Last Resort to be determined by the Commission

- 9.1.1 The occurrence of a **Retailer of Last Resort Event** will be determined by the **Commission**.
- 9.1.2 A **Retailer of Last Resort Event** occurs when:
- (a) a **retailer's** retail licence has been suspended or cancelled; or
 - (b) a **retailer** has not met its credit support requirements as specified under clause 3; or
 - (c) a **retailer** ceases to be a registered or licensed participant in relation to the sale of electricity to **customers**; or
 - (d) an insolvency official is appointed in respect of the **retailer** or any property of the **retailer**; or
 - (e) an application is made to or an order is made by a **court of competent jurisdiction** for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the **retailer** in accordance with relevant legislation including the *Bankruptcy Act 1996* (Cth) or *Corporations Act 2001*; or
 - (f) anything occurs that has a substantially similar effect to any of the events set out in clauses 9.1.2 (a) – (e).
- 9.1.3 The **Commission** may specify **Retailer of Last Resort** procedures in **guidelines** in relation to any matter in connection with a **Retailer of Last Resort Event**.

9.2 Jacana Energy to be the Retailer of Last Resort

- 9.2.1 If a **Retailer of Last Resort Event** occurs, **Jacana Energy** is the **Retailer of Last Resort**.

- 9.2.2 The **Commission** must notify **Jacana Energy** in **writing** as soon as possible after becoming aware of any activities which in the **Commission's** opinion are likely to lead to a possible **Retailer of Last Resort Event**.
- 9.2.3 If a **Retailer of Last Resort Event** occurs in relation to a **retailer** (the '**failed retailer**'):
- (a) the **Commission** must notify and advise **Jacana Energy** of the event; and
 - (b) **Jacana Energy** must sell electricity to the existing **customers** of the **failed retailer** from the date(s) set by the **Commission**.

9.3 Declaration of a Retailer of Last Resort Event

- 9.3.1 When the **Commission** believes on reasonable grounds that a **Retailer of Last Resort Event** has occurred in relation to a **retailer**, the **Commission** may issue a notice declaring that a **Retailer of Last Resort Event** has occurred.
- 9.3.2 The notice must:
- (a) identify the **Retailer of Last Resort Event**;
 - (b) specify the **failed retailer**;
 - (c) specify the **Retailer of Last Resort** appointed for the **Retailer of Last Resort Event**;
 - (d) specify the date or dates (each of which is a **transfer date**) on which the **customers** of the **failed retailer** are transferred to the **Retailer of Last Resort**, being a date not earlier than:
 - (i) the date of **service** of the **Retailer of Last Resort** notice; or
 - (ii) the date of publication of the **Retailer of Last Resort** notice; whichever is the first to occur; and
 - (e) contain the endorsement by the **Commission** to revoke the **failed retailer's** authorisation to be a licensed **retailer**, and may include any other information or matters which the **Commission** considers should be included in the notice.

9.4 Retailer of Last Resort arrangements

- 9.4.1 The **failed retailer** and **Jacana Energy** must cooperate to ensure that all **customer** details which are required to enable the **transfer** of those **customers** to **Jacana Energy** are provided to **Jacana Energy** as soon as possible after the **Retailer of Last Resort Event**.
- 9.4.2 Following a **Retailer of Last Resort Event**, the **network provider** must, as soon as practicable, **transfer** existing **customers** from the **failed retailer** to **Jacana Energy**.
- 9.4.3 **Jacana Energy** must sell electricity to the existing **customers** of the **failed retailer** in accordance with the **Retailer of Last Resort tariffs** approved by the **Commission**.
- 9.4.4 The **Commission** will publish in a **Gazette notice** the **Retailer of Last Resort tariffs** for use by **Jacana Energy**.

9.4.5 **Jacana Energy** must, as soon as practicable and in any event within 20 **business days** of the **Retailer of Last Resort Event**, notify each **customer** of the **failed retailer**:

- (a) that a **Retailer of Last Resort Event** has occurred;
- (b) that, as a result of the **Retailer of Last Resort Event**, **Jacana Energy** is now the **retailer** for that **customer**;
- (c) of the **Retailer of Last Resort tariffs** applicable to that **customer** and the date from which those tariffs will apply;
- (d) that the **Retailer of Last Resort tariffs** will apply until the **customer** has entered into an alternative electricity **supply** contract or equivalent arrangements with a **retailer** (which includes the **retailer** who is the **Retailer of Last Resort** at that time); and
- (e) the options available for the **customer** to enter into an alternative electricity **supply** contract or equivalent arrangements.

9.5 Costs resulting from the Retailer of Last Resort Event

9.5.1 Without limiting clause 9.5.2, **Jacana Energy** may apply to the **Commission** to recover any costs incurred as a result of the **Retailer of Last Resort Event** that have not otherwise been recovered.

9.5.2 The **Commission** must, on application by **Jacana Energy**, determine a **Retailer of Last Resort** cost recovery scheme for the **Retailer of Last Resort Event**.

9.5.3 A **Retailer of Last Resort** cost recovery scheme is a scheme designed for the recovery by the **Retailer of Last Resort** of costs incurred by the **Retailer of Last Resort**, in relation to the **Retailer of Last Resort** scheme, including:

- (a) costs incurred in preparing for a **Retailer of Last Resort Event**; and
- (b) costs incurred on and after the occurrence of a **Retailer of Last Resort Event**.

10 Life Support Equipment

~~10.1.1 Each **retailer** and **network provider** must comply with the sections of the **National Energy Retail Law** and **National Energy Retail Rules** relating to life support equipment, as in force from time to time:~~

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**.**

10.2 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**.

~~(a) as if the **retailer** or **network provider** was—~~**“medical confirmation form”** means a written form issued by a **retailer** or **network provider** to whom the National Energy Retail Law and National Energy Retail Rules applies; and:

- (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 Chapter 10 of the **National Electricity Rules** as applied in the Northern Territory.

“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 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;
- (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 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.

10.3A.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 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; and
- (b) under clause 10.4B.2, a **retailer** must:
 - (i) 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; 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 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;
- (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 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.

10.3D 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.

10.4B 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**.

10.5 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**, 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**.

- ~~(b) as if the relevant sections of the **National Energy Retail Law** and **National Energy Retail Rules** were set out in full in this Code.~~

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 ~~**Power and Water Corporation (Generation)**~~ 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 ~~10.1~~ 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 ~~10-11~~ 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 ~~10-11~~ 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.

SCHEDULE 1: DEFINITIONS AND INTERPRETATIONS

Term	Definition
acceptable credit rating	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 .
Act	means the <i>Utilities Commission Act 2000 (NT)</i> .
accumulation meter	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.
AEMC	is the 'Australian Energy Market Commission' established under the <i>Australian Energy Market Commission Establishment Act 2004 (SA)</i> .
AER	is the 'Australian Energy Regulator' established by section 44AE of the <i>Competition and Consumer Act 2010 (Cth)</i> .
applicable regulatory instruments	means the Act , the ERA , the ENTPA Act , the National Electricity (Northern Territory) (National Legislation) Act 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 .
Australian Prudential Regulation Authority	is the "Australian Prudential Regulation Authority" established in accordance with the Australian Prudential Regulation Authority Act 1998 (Cth) .
bank bill rate	means: (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

Term	Definition
	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
	(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 <u>“bank bill rate”</u> 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.
Australian Prudential Regulation Authority	is the “Australian Prudential Regulation Authority” established in accordance with the <i>Australian Prudential Regulation Authority Act 1998</i> (Cth).
best endeavours	means to act in good faith and use all reasonable efforts, skills and resources.
billing period	means the number of days covered in a generation services bill issued by the generator to a retailer .
business day	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</i> <u>1981 (NT)</u> .
month	has the meaning given to that term in the <i>Interpretation Act</i>.
Code	means this ‘Electricity Retail Supply Code’.
Commencement Date	means the date on which this Code takes effect in accordance with section 24-(8) of the Act .
Commission	means the ‘Utilities Commission of the Northern Territory’ established under the Act .
connection services	has the meaning given to that term in the Network Access Legislation .

Term	Definition
<i>cooling off period</i>	in relation to a <i>customer</i> , means the 10 <i>business day</i> period following the date on which the <i>customer</i> enters into an electricity <i>supply</i> contract with a <i>retailer</i> for the <i>supply</i> to that <i>customer</i> at an <i>exit point</i> .
<i>Corporations Act 2001</i>	has the meaning given to that term in the <i>Interpretation Act</i> .
<i>court of competent jurisdiction</i>	has the meaning given to that term in the <i>Interpretation Act</i> .
<i>credit allowance</i>	has the meaning given to it in clause A5.4 of Annexure 5.
<i>credit allowance percentage</i>	has the meaning given to that term in clause A5.4 of Annexure 5.
<i>credit support</i>	means a security supporting the obligations of a <i>retailer</i> to a <i>generator</i> or a <i>network provider</i> (whichever is applicable) to pay: (a) the <i>generator</i> for <i>generation services</i> provided to the <i>retailer</i> , or (b) the <i>network provider</i> for <i>network services</i> provided to the <i>retailer</i> , and having the characteristics required by clause 3.4.
<i>credit support duration</i>	is the monetary amount calculated in accordance with clause 3.2.2 (ba) which represents the potential payments outstanding from a <i>failed retailer</i> to a <i>generator</i> in relation to a <i>Retailer of Last Resort Event</i> .
<i>current retailer</i>	means the <i>retailer</i> currently supplying electricity to the relevant <i>customer</i> .
<i>customer</i>	has the meaning given to that term in the <i>ERA</i> .

Term	Definition
customer data	means a customer's name and address.
customer transfer request form	means the form which is published by a network provider under clause 8.4-8.2.2 in accordance with Annexure 3.
data	means historical consumption data or standing data , as applicable.
data request	means a request for historical consumption data or a request for standing data , as applicable.
data request form	means a standing data request form or a historical consumption data request form , as applicable, published by the network provider under clause 6.2.
<u>deemed supply contract</u>	<u>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 supply electricity.</u>
default rate	means, at any time, the bank bill rate plus two percentage points per annum.
disputing party	means an electricity entity involved in a dispute under clause 11.1.
electricity entity	has the meaning given to that term in the ERA .
electricity network	has the meaning given to that term in the ERA .
embedded network	means an electricity network not owned or operated by a network provider .
ENTPA Act	means the <i>Electricity Networks (Third Party Access) Act</i> 2000 (NT) .

Term	Definition
ERA	means the <i>Electricity Reform Act 2000 (NT)</i> .
erroneous transfer	is a transfer that was made without the verifiable consent of the customer that was transferred.
exit point	means a point at which electricity is transferred to or from an electricity network established between a network provider and a customer .
final customer consumption period	<u>has the meaning given in clause A5.3 of Annexure 5.</u>
Gazette notice	has the meaning given to that term in the Interpretation Act .
generation services	means all services provided by a generator to a retailer in relation to the supply of the retailer's customers .
generator	means an electricity entity that is licensed to generate electricity in the electricity supply industry in accordance with the ERA .
good electricity industry practice	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.
greenfield exit point	means an exit point at which no retailer has assumed the rights and obligations to supply electricity as a result of a valid transfer .
guidelines	means a 'guideline' made by the Commission in accordance with clause <u>1.71.5</u> .

Term	Definition
<i>historical consumption data</i>	in relation to a customer , means the metering data of the type set out in clause A4.2 of Annexure 4 for the customer .
<i>historical consumption data request form</i>	means the form published by a network provider under clause 6.2, in accordance with Annexure 2.
<i>incoming retailer</i>	in relation to a transfer of a customer , means the retailer that will supply to the customer after the transfer date .
<i>Interpretation Act</i>	means the <i>Interpretation Act 1978 (NT)</i> .
<i>interruption</i>	means a temporary unavailability or temporary curtailment of the supply of energy-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 .
<i>interval meter</i>	means a meter that records data electricity consumption at regular time intervals of no more than half an hour.
<u>invoice preparation and payment lag</u>	<u>has the meaning given in clause A5.3 of Annexure 5.</u>
<i>Jacana Energy</i>	means Power Retail Corporation, a government owned corporation established in accordance with the <i>Government Owned Corporations Act 2001 (NT)</i> and trading as Jacana Energy.
<i>marketing</i>	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.
<i>market operator</i>	means the person who manages the wholesale market for electricity in the Northern Territory from time to time.

Term	Definition
<i>maximum credit allowance</i>	has the meaning given to it in clause A5.5 of Annexure 5.
<i>maximum days outstanding</i>	<u>has the meaning given in clause A5.17 of Annexure 5.</u>
<i>meter</i>	in relation to a <i>customer</i> at an <i>exit point</i> , means the <i>meter</i> and appropriate infrastructure at or about the <i>exit point</i> used to measure the <i>supply</i> to the <i>customer</i> .
<i>month</i>	<u>has the meaning given to that term in the <i>Interpretation Act</i>.</u>
<i>National Electricity Rules</i>	are the 'National Electricity Rules' published by the <i>AEMC</i> and made in accordance with the <i>National Electricity (South Australia) Act 1996 (SA)</i> .
<i>National Energy Retail Law</i>	means the <u>"National Energy Retail Law"</u> made in accordance with the <i>National Energy Retail Law (South Australia) Act 2011 (SA)</i> .
<i>National Energy Retail Rules</i>	means the 'National Energy Retail Rules' published by the <i>AEMC</i> and made in accordance with the <i>National Energy Retail Law (South Australia) Act 2011 (SA)</i> .
<i>negotiation framework</i>	means the 'negotiation framework' submitted by the <i>generator</i> to the <i>Commission</i> as varied from time to time in accordance with clause 3.5.
<i>Network Access Agreement</i>	means an agreement entered into between a <i>retailer</i> and the <i>network provider</i> in accordance with the <i>Network Access Legislation</i> (and, where applicable, the <i>network provider's</i> licence) and dealing with (amongst other things) the provision of <i>network access services</i> and the coordination of <i>customer</i> billing, reporting and notifications.
<i>Network Access Code</i>	means the 'Network Access Code' contained in a Schedule to the <i>ENTPA Act</i> .

Term	Definition
Network Access Legislation	means the legislation regulating connection to and use of electricity networks as in force in the Northern Territory from time to time, being, <u>as applicable</u> : (a) as at the Commencement Date , the ENTPA ; and (b) on and from 1 July 2019, expected to be the National Electricity Rules .
network access services	means services provided to network users by a network provider whether in the form of connection services or use of system services or both.
network charges	means all charges (approved by the Commission and published by the network provider) 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 .
network charges liability	has the meaning given to it in clause A5.3 of Annexure 5.
Network Connection Technical Code	means the code of that name that is required under clause 9(2) of the Network Access Code and is published by Power and Water Corporation .
network provider	has the meaning given to that term in the ERA .
NMI	has the meaning given to that term in the National Electricity Rules .
nominated transfer date	has the meaning given to it in clause 8.2.9.
payment period	means the due date for payment in relation to a generation services bill issued by the generator to a retailer .

Term	Definition
<i>Power and Water Corporation</i>	has the meaning given to that term in the <i>ERA</i> .
<i>Power and Water Corporation (Generation)</i>	means the generation division of <i>Power and Water Corporation</i> that is licensed as a <i>generator</i> in accordance with the <i>ERA</i>.
<i>Power and Water Corporation (Retail)</i>	means the retail division of <i>Power and Water Corporation</i> that is licensed as a <i>retailer</i> in accordance with the <i>ERA</i>.
<i>previous retailer</i>	in relation to a <i>transfer</i> , means the <i>retailer</i> that supplied the <i>customer</i> before the <i>transfer</i> time.
<u><i>proposed transfer date</i></u>	<u>means the date the <i>network provider</i> proposes to effect the <i>transfer</i> of a <i>customer</i> in accordance with clause 8.2.10.</u>
<i>reactive period</i>	is an allowance which represents the predicted number of days for the activation, implementation and enforcement of <i>Retailer of Last Resort</i> procedures.
<i>rejection</i>	means a <i>network provider's rejection</i> of a <i>customer transfer request form</i> under clause 8.2.6.
<i>Required Generation Credit Support Amount</i>	means the monetary amount calculated in accordance with clause 3.2.
<i>Required Network Credit Support Amount</i>	means the monetary amount calculated in accordance with clause 3.1.
<i>responsible retailer</i>	means the <i>retailer</i> at an <i>exit point</i> that has the rights and obligations in connection with the <i>supply</i> to a <i>customer</i> .
<i>retail billing period</i>	means a <i>month</i> or any other period that is agreed between a <i>network provider</i> and a <i>retailer</i> as the retail billing period.

Term	Definition
<i>retailer</i>	means an <i>electricity entity</i> that is licensed to sell electricity in the <i>electricity supply industry</i> in accordance with the <i>ERA</i> .—For the purposes of clause A5.7 of Annexure 5, a <i>retailer</i> means a person who holds a license authorising that person to sell electricity in any of the Australian state or territory jurisdictions.
<i>Retailer of Last Resort</i>	has the meaning given to that term in clause 9.2.
<i>Retailer of Last Resort Event</i>	has the meaning given to that term in clause 9.1.2.
<i>Retailer of Last Resort tariffs</i>	are the electricity tariffs approved by the <i>Commission</i> and charged by the <i>Retailer of Last Resort</i> to <i>customers</i> following a <i>Retailer of Last Resort Event</i> .
<i>Ring-fencing Code</i>	means the ‘Ring-fencing Code’ made by the <i>Commission</i> in accordance with the <i>Act</i> .
<i>Service Order Procedures</i>	means procedures of that name prepared by a <i>network provider</i> and approved by the <i>Commission</i> in accordance with clause <i>77.1</i> .
<i>Service Order Request</i>	means a request by a <i>retailer</i> for a <i>network provider</i> to perform a service in accordance with the <i>Service Order Procedures</i> .
<i>standing data</i>	in relation to a <i>customer</i> , means <i>data</i> of the type set out in clause A4.1 of Annexure 4 for the <i>customer</i> .
<i>standing data request form</i>	means the form published by a <i>network provider</i> under clause 6.2, in accordance with Annexure 1.
<i>statement of charges</i>	means the statement of <i>network charges</i> provided by a <i>network provider</i> to a <i>retailer</i> .

Term	Definition
<i>substantive provisions</i>	means the provisions of this Code that are not included in the Schedules or Annexures.
<i>supply</i>	has the meaning given to that term in the ERA .
<i>System Control Technical Code</i>	means the code of that name approved by the Commission in accordance with the ERA and published by Power and Water Corporation .
<i>system controller</i>	has the meaning given to that term in the ERA .
<i><u>Total Annual Retailer Charges</u></i>	<u>has the meaning given in clause A5.5 Of Annexure 5.</u>
<i>transfer</i>	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 .
<i>transfer date</i>	means the date on which a transfer occurs.
<i>UMI</i>	means the unique identifier assigned to an exit point by a network provider .
<i><u>unauthorised amount</u></i>	<u>has the meaning given in clause A5.16 of Annexure 5.</u>
<i>urban area</i>	means the city and suburbs of Darwin and Alice Springs.
<i>valid</i>	means: <ul style="list-style-type: none">(a) in relation to a data request, the data request is complete and contains correct information;(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

Term	Definition
	(c) in relation to a transfer , a transfer that is not an erroneous transfer .
verifiable consent	in relation to a request for historical consumption data request form or a customer transfer request form means consent that is given by a customer : <ul style="list-style-type: none"><li data-bbox="548 483 763 514">(a) expressly;<li data-bbox="548 514 763 546">(b) in writing;<li data-bbox="548 546 1411 661">(c) after the retailer 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 data-bbox="548 661 1411 766">(d) by a person whom a retailer (acting reasonably) would consider competent to give consent on the customer's behalf; and<li data-bbox="548 766 1411 1029">(e) expires on the earlier of:<ul style="list-style-type: none"><li data-bbox="633 798 1411 861">(i) the time that either, historical consumption data is provided or the transfer of a customer occurs;<li data-bbox="633 861 1411 955">(ii) the time specified in or ascertainable from the verifiable consent as the time of expiry of the verifiable consent; or<li data-bbox="633 955 1411 1029">(iii) the first anniversary of the date the verifiable consent was first given.
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)~~ (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~~ 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**, reversal of an **erroneous transfer** or **transfer** as a result of a **Retailer of Last Resort Event**);
- (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 **Network Connection Technical Code** 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

A.A-1A5.1 *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~~ 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) ~~if~~ When no **credit allowance** is extended due to the circumstances set out in clause A5.8.

A.A-2A5.2 *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**.

A.A-3A5.3 *Determining a Retailer's ~~Network Charges Liability~~ 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 (~~retailer 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

A.A.4A5.4 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.

A.A.5A5.5 *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**~~ **Total Annual Retailer Charges**) means the total annual amount of **network charges** billed by the **network provider** to all **retailers**.

A.A.6A5.6 ***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.

A.A.7A5.7 ***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.

A.A.8A5.8 ***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

A.A.9A5.9 *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.

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

- (a) This clause applies where a **retailer** decides to lodge an access dispute under the ~~ENTPA Act~~ **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

A.A.11A5.11 *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 ~~AA.1.1A5.1~~, 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**.

A.A.12A5.12 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**.

A.A.13A5.13 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.

A.A.14A5.14 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 ~~retailers'~~ **retailer's customers** have **exit points** with the ~~network providers'~~ **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**.

A.A.15A5.15 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 ~~these~~ the 'Credit Support Guidelines and Methodology'.

A.A-16A5.16 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**.

A.5A5.17: CREDIT SUPPORT ARRANGEMENTS WORKED EXAMPLES

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

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

Example 1 – Network ~~Charge-Liability~~charges liability

The **network ~~charge-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:

~~$$MDO = \text{Final Customer Consumption Period} / 2 + \text{Retailer Billing Period} / 2 + \text{Invoice Preparation and Payment Lag}$$~~

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

It is based on:

- (a) ~~the Final Customer Consumption Period~~ 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 ~~assume~~ assumed that **meter** readings are undertaken for Group A each month (30 days), and Group B ~~each~~ every three months (90 days).
- (b) ~~the Retailer Billing Period~~ the **retail billing period**:
- (i) ~~(iii)~~ 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) ~~(iv)~~ in this case, it is assumed that a 30 day **retail billing period** has been agreed.
- (c) ~~the Invoice Preparation and Payment Lag~~ the **invoice preparation and payment lag** – this is the number of days between the end of a ~~Retailer Billing Period~~ **retail billing period** and:
- (i) the date of issue of a **statement of Charges** ~~charges~~ – under the 'Credit Support Guidelines and Methodology', this can be no more than 10 **business days** after the end of the ~~Retailer Billing Period~~ **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~~ the **invoice preparation and payment lag** will therefore be 28 days (14 days plus 14 days).

Based on these assumptions, the ~~Maximum Days Outstanding~~ the **maximum days outstanding** for Group A **customers** can be calculated as follows:

~~Maximum Days Outstanding = Final Customer Consumption Period/2 + Retailer Billing Period/2 + Invoice Preparation and Payment Lag~~
 $\text{Maximum days outstanding} = \text{final customer consumption period}/2 + \text{retail billing period}/2 + \text{invoice preparation and payment lag}$

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

The ~~Maximum Days Outstanding~~ the **maximum days outstanding** for Group B **customers** is calculated as follows:

~~Maximum Days Outstanding = Final Customer Consumption Period/2 + Retailer Billing Period/2 + Invoice Preparation and Payment Lag~~
 $\text{Maximum days outstanding} = \text{final customer consumption period}/2 + \text{retail billing period}/2 + \text{invoice preparation and payment lag}$

$$= 90/2 + 30/2 + 28$$

$$\begin{aligned} &= 45 + 15 + 28 \\ &= 88 \end{aligned}$$

To determine the **network ~~charge-charges~~ liability** component for each group of **customers**, the forecast daily **network charges** for each **customer** is multiplied by the **Maximum-Days Outstanding-maximum days outstanding** for the **customer**.

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

Network ~~Charge-Liability-charges liability~~ = daily **network charges** x **Maximum-Days Outstanding-maximum days outstanding**

$$\begin{aligned} &= \$5.00 \times 58 \\ &= \$290 \end{aligned}$$

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

Network ~~Charge-Liability-charges liability~~ = daily **network charges** x **Maximum-Days Outstanding-maximum days outstanding**

$$\begin{aligned} &= \$12.00 \times 88 \\ &= \$1,056 \end{aligned}$$

Assuming the **retailer** has 20,000 Group A **customers**, the **network ~~charge-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 ~~charge-charges~~ liability** component for that group will be \$5,280,000 (\$1,056 x 5,000).

The **network ~~charge-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 <u>Applicable percentage for calculation of the credit allowance percentage</u>				
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 Minimal	N/A
A+, A, A-	A1, A2, A3	100.0	N/A Very Low	N/A
BBB+	Baa1	90.0	N/A Low	N/A 52.9%
BBB	Baa2	72.00	Minimal Average	72.0 37.5%
BBB-	Baa3	48.0	N/A	N/A 22.0%
BB+	Ba1	13	Very Low N/A	13.0 17.0%
BB	Ba2	7.0	Low Moderate	7.0 11.0%
BB-	Ba3	4.0	Below average/ average High	4.0 6.7%
B+	B1	2.0	Moderate Very High	2.0 3.3%
B	B2	1.1	High N/A	1.1 1.4%
B-	B3	0.4	Very High Severe	0.4 0.9%
CCC, CC, C	Caa, Ca, C	0.1	Severe N/A	0.1 0.3%
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~~ Table 1.1, the **Credit Allowance Percentage** will be 100%. The **Credit Allowance** for the **Retailer** is calculated as follows:

$$\text{Credit Allowance} = \text{Maximum Credit Allowance} \times \text{Credit Allowance Percentage}$$

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

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

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

$$\text{Credit Allowance} = \text{Maximum Credit Allowance} \times \text{Credit Allowance Percentage}$$

$$= \$100,000,000 \times 11\%$$

$$= \$11,000,000$$

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

$$= \$100,000,000 \times 0$$

$$= \$0$$

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 %

$$= \$1,300,000,000 \times 25\%$$

$$= \$325,000,000$$