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# Code of Practice for Behind-the-Meter Generation and Storage Services

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## 1. Introduction

### 1.1 Background

The legislative framework that regulates electricity retail licensing and exemption activities under the *Electricity Industry Act 2004* (the Act) was established at a time when electricity supplies were for the most part centrally generated and supplied to consumers via large transmission and distribution networks under supply contracts with retailers. The regime has not kept pace with the rapid growth of alternative electricity supply arrangements and business models and, as a consequence, is not equipped to ensure the adequacy of customer protections that electricity consumers have enjoyed under the more traditional supply arrangements.

In this context, the Minister for Energy requested that Energy Policy WA (EPWA) review the regulatory framework for electricity retail licensing and exemptions activities, referred to as the Electricity Retail Licencing and Exemption Review (the Review). The objective of the Review was to identify a regulatory framework that facilitates businesses providing behind-the-meter electricity services, including generation and storage, while ensuring that adequate consumer protections are available for consumers of those services.

The preferred regulatory framework (the registration framework) identified by EPWA delivers protections for small use customers that are relevant to the service being provided. This will be achieved by allowing for categories of alternative electricity services (AES) to be prescribed in regulation, supported by an enforceable tailorable code of practice, the Alternative Electricity Services Code of Practice (AES Code).

In the first instance, it is expected that behind-the-meter generation and storage services will be the first prescribed AES. A draft code of practice has been developed (in section 2 of this document) for behind-the-meter generation and storage service providers (BTM Code) and will apply to arrangements such as those provided under solar power purchase agreements currently exempt from licensing requirements under the *Electricity Industry (Solar Power Purchase) Exemption Order 2016*.

The customer protection obligations developed for the draft BTM Code will form the basis of the customer protection obligations in the initial AES Code.

### 1.2 Behind-the-meter Code Working Group

A working group of stakeholders (BTM Code Working Group) was convened to assist development of the draft BTM Code. The BTM Code Working Group provided technical, industry and consumer advice and included representation from industry and consumer groups. The Working Group functioned as an advisory body with members offering views that represented an industry perspective, rather than individual organisational interests. EPWA conducted two BTM Code Working Group meetings and provided two updated versions of the draft BTM Code to Working Group members throughout the consultation process.

The obligations contained in the draft BTM Code will be the subject of further detailed stakeholder consultation following the required amendments to the Act to support the registration framework.

## 2. Draft Behind-the-meter Generation and Storage Services Code of Practice

<b>2.1</b>	<b>Part 1 — Preliminary</b>
<b>2.1.1</b>	<b>Definitions</b>
	<b>Act</b> means the <i>Electricity Industry Act 2004</i> .
	<b>alternative electricity service</b> has the meaning given in section 3 of the Act.
	<b>alternative payment arrangement</b> means a payment arrangement offered by a BTM provider to a BTM customer that varies from the contracted payment arrangements.
	<b>AS1284.13</b> means Australian Standard – Electricity metering – Part 13: Inservice compliance testing.
	<b>AS/NZS 10002:2014</b> means Australian Standard/New Zealand Standard – Guidelines for complaint management in organisations.
	<b>Australian Consumer Law (ACL)</b> means schedule 2 to the <i>Competition and Consumer Act 2010</i> (Cth).
	<b>Authority</b> means the Economic Regulation Authority established by the <i>Economic Regulation Authority Act 2003</i> .
	<b>behind-the-meter customer (BTM customer)</b> means a small use customer who supplements their grid electricity supply by purchasing electricity through a behind-the-meter service.
	<b>behind-the-meter code participant (BTM code participant)</b> means a person who is registered with the Authority to provide a BTM service.
	<b>behind-the-meter energy system (BTM system)</b> means a system located behind a grid-connected meter that generates electricity and that may include storage works, or alternatively solely comprises storage works.
	<b>behind-the-meter marketing agent (BTM marketing agent)</b> means: <ul style="list-style-type: none"><li>a. a person who acts on behalf of a BTM provider:<ul style="list-style-type: none"><li>(i) for the purpose of obtaining a new BTM customer for the BTM provider; or</li><li>(ii) in dealings with an existing BTM customer in relation to contracts for the supply of BTM services by the BTM provider; or</li></ul></li><li>b. a person who engages in any other activity relating to the marketing of BTM services on behalf of a BTM provider.</li></ul>
	<b>behind-the-meter meter (BTM meter)</b> means a device that measures and/or records electricity production, storage activity or consumption related to a BTM system.
	<b>behind-the-meter provider (BTM provider)</b> means a person registered with the Authority to provide a BTM service.
	<b>behind-the-meter service (BTM service)</b> means an optional or discretionary service provided to a BTM customer by a BTM provider, whereby the BTM customer purchases electricity services provided by a BTM system.
	<b>behind-the-meter service agreement (BTM service agreement)</b> means an agreement between a BTM provider and a BTM customer for a BTM service.
	<b>business day</b> means any day except a Saturday, Sunday or public holiday.
	<b>Code</b> means this Code of Practice for BTM services.
	<b>complaint</b> means an expression of dissatisfaction made to the BTM provider where a response or resolution from the BTM provider is explicitly or implicitly expected or legally required.
	<b>cooling-off period</b> means the period specified in the BTM service agreement as the cooling-off period, which must be at least 10 days.

	<b>distributor</b> means a person who holds a distribution licence or integrated regional licence that includes a distribution authorisation under Part 2 of the Act.
	<b>electricity ombudsman</b> has the meaning given in section 92(1) of the Act.
	<b>grid</b> means a distribution system operated by a licensed distributor.
	<b>interruption</b> means the temporary unavailability of supply from the BTM service due to a faulty product, system emergency in the grid or network outage in the grid, but does not include suspension.
	<b>National Interpreter Symbol</b> means the national public information “Interpreter Symbol” (with text) developed by Victoria in partnership with the Commonwealth, State and Territory governments in accordance with Australian Standard 2342.
	<b>National Measurement Act</b> means the <i>National Measurement Act 1960 (Cth)</i> and any regulations made under that Act.
	<b>suspension</b> means to remove the supply voltage from the BTM service to the BTM meter while leaving the supply address attached to the grid.
	<b>payment difficulties</b> means a state of financial disadvantage that results in a BTM customer being unable to pay an outstanding amount as required by a BTM provider.
	<b>storage activity</b> has the meaning given in section 3 of the Act.
	<b>storage works</b> has the meaning given in section 3 of the Act.
	<b>supply address</b> means the premises to which the BTM service was, is or may, be supplied under a BTM service agreement.
	<b>TTY</b> means a teletypewriter.
	<b>verifiable consent</b> means consent that is given: <ul style="list-style-type: none"> <li>a. expressly in writing or orally;</li> <li>b. after the BTM provider or BTM marketing agent (whichever is relevant) has in plain language appropriate to that BTM customer disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and</li> <li>c. by the BTM customer or a nominated person competent to give consent on the BTM customer’s behalf.</li> </ul>

## 2.2 Part 2 — Marketing and Information Provision

### Principles

- To ensure that the BTM customer is protected from inappropriate marketing and given sufficient information in plain English to make an informed decision before entering into a BTM service agreement.
- To ensure that the BTM customer is aware of the available dispute resolution processes in relation to a BTM service agreement.

**NOTE:** This Code is not the only compliance obligation in relation to marketing. Other State and Federal laws apply to marketing activities, including but not limited to the Australian Consumer Law (Cth), *Fair Trading Act 2010* (WA), the *Spam Act 2003* (Cth), the Spam Regulations 2004 (Cth), the *Do Not Call Register Act 2006* (Cth), the Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2007 (Cth) and the *Privacy Act 1988* (Cth).

### 2.2.1 Division 1 — Marketing Conduct

#### 2.2.1.1 Standards of Conduct

A BTM provider or BTM marketing agent must ensure that a BTM customer is able to contact the BTM provider or BTM marketing agent using specified contact details, including a telephone number, during the normal business hours of the BTM provider or BTM marketing agent for the purposes of enquiries, verifications and complaints.

#### 2.2.1.2 Contact for the purposes of marketing

(1) A BTM provider or their BTM marketing agent, when contacting a BTM customer for marketing purposes, must provide the BTM customer on request with the:

- a. business address and Australian Business or Company Number of the BTM provider on whose behalf the contact is being made;
- b. website address of the BTM provider on whose behalf the contact is being made;
- c. the complaints telephone number of the BTM provider on whose behalf the contact is being made;
- d. telephone number of the electricity ombudsman; and
- e. for contact by a BTM marketing agent, the BTM marketing agent's marketing identification number.

(2) A BTM provider or BTM marketing agent who meets with a BTM customer face to face for the purposes of marketing must:

- a. wear a clearly visible and legible identity card that shows:
  - (i) his or her first name;
  - (ii) his or her photograph;
  - (iii) his or her marketing identification number (for contact by a BTM marketing agent); and
  - (iv) the name of the BTM provider on whose behalf the contact is being made.
- b. on request and as soon as practicable, provide the BTM customer, in writing:
  - (i) his or her first name;
  - (ii) his or her marketing identification number (for contact by a BTM marketing agent);
  - (iii) the name of the BTM provider on whose behalf the contact is being made;
  - (iv) the complaints telephone number of the BTM provider on whose behalf the contact is being made;
  - (v) the business address and Australian Business or Company Number of the BTM provider on whose behalf the contact is being made; and
  - (vi) the telephone number of the electricity ombudsman.

### 2.2.1.3 No canvassing or advertising signs

A BTM provider or their BTM marketing agent who visits a person's premises for marketing purposes must comply with any clearly visible signs at the premises indicating that:

- a. canvassing is not permitted at the premises; or
- b. no advertising or similar material is to be left at the premises or in a letterbox or other receptacle at, or associated with, the premises.

## 2.2.2 Division 2 — Information to be provided to a BTM customer before entering into a BTM service agreement contract

2.2.2.1 (1) Before entering into a BTM service agreement, a BTM provider must provide the BTM customer with the following information:

- a. a statement to the effect that the BTM service agreement is separate from, and additional to, any contract that the BTM customer has with a person who holds a retail licence or an integrated regional licence;
- b. a statement to the effect that the BTM provider is operating under section XX of the Act;
- c. a statement to the effect that the BTM service agreement is subject to the ACL;
- d. a summary of the relevant rights of the BTM customer under the ACL;
- e. details of the internal complaints handling procedure to be used to deal with a dispute between the BTM provider and the BTM customer about the BTM service agreement;
- f. information about the operation and availability of the electricity ombudsman;
- g. the estimated cost of the BTM service agreement to the BTM customer for the period of 12 months from when the BTM service is expected to start, including the method used to calculate the cost estimate;
- h. the term of the BTM service agreement;
- i. the BTM customer's options at the end of the BTM service agreement;
- j. a summary of the rights and obligations of the BTM customer and the BTM provider under the BTM service agreement, including termination of, and any variations to, the BTM service agreement;
- k. details of any fees and charges payable by the BTM customer under the BTM service agreement, for example:
  - (i) the per unit rate (or other charging methodology, such as a weekly or monthly rate) the BTM customer is required to pay for the BTM service and how the rate may change;
  - (ii) termination costs; and
  - (iii) late payment fees.
- l. how any electricity generated that is not consumed by the BTM customer is treated;
- m. the available payment options;
- n. a summary of how changes to any fees and charges are to be made;
- o. the format and frequency of the bills to be given to the BTM customer;
- p. how the BTM provider will provide information to the BTM customer;
- q. the type and accuracy of a BTM meter;
- r. the percentage of output of the BTM system that may be externally controlled by the BTM provider or BTM provider's representative, where the BTM customer does not have full control over the BTM system output;
- s. the name and contact details of the person responsible for the maintenance of and/or repairs to the BTM system;
- t. that the BTM provider must comply with the Code and any other relevant legislation and guidelines;
- u. how the BTM provider will facilitate the connection of the BTM system to the electricity network;



- v. the methodology used to calculate any estimated cost savings or cost comparisons from operating a BTM service;
- w. details of any security required by the BTM provider from the BTM customer;
- x. details of any accreditation or licences held by the BTM provider required by law and relevant to the provision of BTM services;
- y. information on who is liable for damage to the BTM system and the connection to the grid; and
- z. any other information that is reasonably necessary to enable the BTM customer to make an informed assessment of the BTM service agreement.

(2) A BTM provider must ensure that any written information that must be given to a BTM customer is expressed in clear, simple and concise language and in a format that makes it easy to understand.

(3) A BTM provider must tell a BTM customer on request how the BTM customer can obtain a copy of the Code.

### **2.2.3 Division 3 — Entering into a BTM service agreement**

- 2.2.3.1** (1) When entering into a BTM service agreement, a BTM provider or BTM marketing agent must:
- a. provide the BTM customer with a written agreement that is clear, uses plain language and is in legible print;
  - b. obtain and keep a record of the BTM customer's verifiable consent that the BTM service agreement has been entered into, and
  - c. give or make available to the BTM customer at no charge, a copy of the BTM service agreement:
    - (i) at the time the BTM service agreement is entered into, if the BTM service agreement was not entered into over the telephone; or
    - (ii) as soon as possible, but not more than five business days after the BTM service agreement was entered into, if the BTM service agreement was entered into over the telephone.
- (2) When entering into a BTM service agreement, a BTM provider or BTM marketing agent must give the BTM customer the following information:
- a. details of any rights the BTM customer may have to rescind the BTM service agreement during a cooling-off period and the charges that may apply if the BTM customer rescinds the agreement;
  - b. how the BTM customer may obtain:
    - (i) a copy of the Code; and
    - (ii) details of all relevant fees, charges and service levels that may apply to the BTM customer;
  - c. the scope of the Code;
  - d. that a BTM provider and BTM marketing agent must comply with the Code;
  - e. how the BTM provider may assist if the BTM customer is experiencing payment difficulties;
  - f. the relevant distributor's 24-hour telephone number for faults and emergencies;
  - g. how the BTM customer may access the BTM provider's:
    - (i) multi-lingual services (in languages reflective of the BTM provider's BTM customer base); and
    - (ii) TTY services;
  - h. how to make an enquiry of, or complaint to, the BTM provider;
  - i. how the BTM customer may access the electricity ombudsman; and
  - j. information about how the BTM service operates.

## 2.2.4 Division 4 — Miscellaneous

### 2.2.4.1 Compliance

(1) The BTM provider must be able to demonstrate compliance with the Code and provide evidence of compliance to the Authority upon request. This may include:

- a. documented procedures;
- b. adherence to industry standards and practices; and
- c. examples of standard documentation given to BTM customers, such as contracts and warranty documents.

(2) A BTM marketing agent who contravenes a provision of this Part commits an offence.

Penalty:

- a. for an individual, \$XXXX;
- b. for a body corporate, \$XXXXX.

(3) If a BTM marketing agent or a BTM provider contravenes a provision of this Part, the BTM provider commits an offence.

Penalty:

- a. for an individual, \$XXXX;
- b. for a body corporate, \$XXXXX.

(4) It is a defence to a prosecution for a contravention of subclause (3) if the BTM provider proves that the BTM provider used reasonable endeavours to ensure that the BTM marketing agent complied with the Code.

### 2.2.4.2 Complaints

A BTM provider must:

- a. keep a record of each complaint made by a BTM customer, or person contacted for the purposes of marketing a BTM service agreement; and
- b. on receiving a request by the electricity ombudsman in relation to a complaint, give to the electricity ombudsman, within 28 days of the request, all information that the BTM provider has relating to the complaint.

### 2.2.4.3 Records to be kept

A record or other information that a BTM marketing agent is required by this Code to keep must be kept for at least two years:

- a. after the last time the person to whom the information relates was contacted by, or on behalf of, the BTM marketing agent; or
- b. after receipt of the last contact from, or on behalf of, the BTM marketing agent, whichever is later.

## 2.3 Part 3 — Billing

### Principles

- To ensure that a BTM customer is provided with sufficient information to understand how a bill is calculated, who to contact for queries or complaints; and that alternative payment arrangements are available if the BTM customer is experiencing problems paying the bill.

### 2.3.1 Division 1 — Billing cycles

- 2.3.1.1** (1) A BTM provider must issue a bill at intervals, unless otherwise agreed with a BTM customer, as specified in the BTM service agreement.
- (2) A BTM provider must issue a bill to a BTM customer at the address nominated by the BTM customer, which may be an email address.

### 2.3.2 Division 2 — Contents of a bill

- 2.3.2.1** Unless otherwise agreed by the BTM customer, a BTM provider must include at least the following information on the BTM customer's bill:
- a. the BTM customer's name and account number;
  - b. the address at which the BTM system is located and any relevant mailing address;
  - c. the number of days covered by the bill;
  - d. the dates on which the account period begins and ends;
  - e. the amount due;
  - f. the due date for payment of the bill;
  - g. the amount of arrears or credit;
  - h. a summary of the payment methods;
  - i. the average daily cost of the BTM service;
  - j. if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from the BTM customer;
  - k. the BTM meter type and number;
  - l. the readings of the BTM meter that measures the BTM service;
  - m. if applicable, the unit rate and number of units of electricity generated by the BTM system;
  - n. the amount of any other fees or charges and details of the BTM service provided;
  - o. a statement advising the BTM customer that alternative arrangements are available if the BTM customer is experiencing problems paying the bill;
  - p. a telephone number(s) for billing and payment enquiries;
  - q. a telephone number(s) for complaints and reporting of faults;
  - r. the telephone number for TTY services;
  - s. the telephone number for interpreter services together with the National Interpreter Symbol; and
  - t. the contact details for the electricity ombudsman.

<b>2.3.3</b>	<b>Division 3 — Basis of bill</b>
<b>2.3.3.1</b>	<p><b>Basis of bill</b></p> <p>(1) A BTM provider must base a BTM customer's bill on:</p> <ol style="list-style-type: none"> <li>a. the reading of the BTM meter at the BTM customer's supply address; or</li> <li>b. a pre-agreed regular instalment amount, such as a weekly or monthly charge; or</li> <li>c. a combination of 3.3(1)a and 3.3(1)b above.</li> </ol> <p>(2) Where the bill is based on a BTM meter read, a BTM provider must provide to the BTM customer the methodology for calculating the cost of the bill.</p>
<b>2.3.3.2</b>	<p><b>Frequency of BTM meter readings</b></p> <p>Where a BTM customer's bill is based on a BTM meter read, a BTM provider must use its best endeavours to ensure that BTM metering data is obtained as frequently as required to prepare its bills.</p>
<b>2.3.3.3</b>	<p><b>Estimated Bill</b></p> <p>(1) Where applicable, if a BTM provider is unable to reasonably base a bill on a reading of the BTM meter at a BTM customer's supply address, the BTM provider must give the BTM customer an estimated bill.</p> <p>(2) If a BTM provider bases a bill upon an estimation, the BTM provider must clearly specify on the BTM customer's bill that:</p> <ol style="list-style-type: none"> <li>a. the BTM provider has based the bill upon an estimation;</li> <li>b. the BTM provider will tell the BTM customer on request: <ol style="list-style-type: none"> <li>i. the basis of the estimation; and</li> <li>ii. the reason for the estimation</li> </ol> </li> </ol> <p>(3) A BTM provider must tell a BTM customer on request the:</p> <ol style="list-style-type: none"> <li>a. basis for the estimation; and</li> <li>b. reason for the estimation.</li> </ol>
<b>2.3.3.4</b>	<p><b>Adjustments to subsequent bills</b></p> <p>If a BTM provider gives a BTM customer an estimated bill and the BTM meter is subsequently read, the BTM provider must include an adjustment on the next bill to take account of the actual BTM meter reading.</p>
<b>2.3.4</b>	<b>Division 4 — Review of bill</b>
<b>2.3.4.1</b>	<p>(1) Subject to a BTM customer paying the portion of a bill under review that the BTM customer and BTM provider agree is not in dispute and paying any future bills that are properly due, the BTM provider must review the BTM customer's bill on request by the BTM customer.</p> <p>(2) The BTM provider must provide the BTM customer with notification of the outcome of the review under clause 2.3.4.1(1), as soon as practicable and no later than 20 business days from the date of receipt of the request, unless otherwise agreed by both the BTM provider and BTM customer.</p> <p>(3) If the BTM customer advises the BTM provider that he/she is dissatisfied with the outcome of the review, the BTM provider must give the BTM customer the contact details of the electricity ombudsman.</p>

## 2.4 Part 4 — Metering

### Principles

- To ensure that a BTM customer is provided with accurate measuring equipment and to ensure that the BTM meter readings and bills for BTM services accurately reflect the service provided.

**NOTE:** The metering requirements do not relate to the metering arrangements in the separate contract for electricity services between a BTM customer and a licensed electricity retailer.

This Code is not the only compliance obligation in relation to metering. Other laws apply to measuring activities, including the *National Measurement Act 1960* (Cth).

### 2.4.1 Division 1 — BTM Meter requirements

#### 2.4.1.1 Type of meter

A BTM meter for a BTM service must comply with any applicable specifications or guidelines (including any transitional arrangements) specified by the National Measurement Institute under the National Measurement Act.

### 2.4.2 Division 2 — BTM Meter testing

#### 2.4.2.1 Testing of meters

(1) If a BTM customer makes a request to the BTM provider that:

- a. the BTM meter be tested; and
- b. pays the BTM provider's reasonable charge for testing the BTM meter (if any);

the BTM provider must test the BTM meter.

(2) If the BTM meter is tested and found to be defective, the BTM provider's reasonable charge for testing the BTM meter (if any) is to be refunded to the BTM customer.

## 2.5 Part 5 — Payment of Bills

### Principles

- To ensure that a BTM customer has adequate time to pay a bill and is exempt from late payment fees in certain circumstances.

### 2.5.1 Division 1 — Due Dates for Payment of Bills

#### 2.5.1.1 Due dates for payment

(1) The due date for payment of a bill for a BTM service must be at least 12 business days from the date of the bill, unless otherwise agreed with the BTM customer.

(2) Unless a BTM provider specifies a later date, the date of dispatch is the date of the bill.

### 2.5.2 Division 2 — Late Payment of Bill

#### 2.5.2.1 Late payments

A BTM provider must not charge a BTM customer a late payment fee for a bill if:

- a. the BTM customer and BTM provider have agreed to an alternative payment arrangement under clause 6.1 and the BTM customer is making the agreed payments; or
- b. the BTM customer has made a complaint to the BTM provider relating to the bill, which has not been resolved; or
- c. the BTM customer has made a complaint to the electricity ombudsman relating to the bill, which has not been resolved or has been upheld by the electricity ombudsman.

## 2.6 Part 6 — Payment Difficulties

### Principles

- To ensure that additional protections to maintain continuity of supply are in place for a BTM customer experiencing payment difficulties.

### 2.6.1 Division 1 — BTM customers experiencing payment difficulties

#### 2.6.1.1 Alternative payment arrangements

A BTM provider must consider any reasonable request for alternative payment arrangements from a BTM customer experiencing payment difficulties.

### 2.6.2 Division 2 — Assistance to a BTM customer experiencing bill payment difficulties

- 2.6.2.1 (1) A BTM provider must develop a policy outlining how the BTM provider will assist a BTM customer experiencing difficulties in meeting its financial obligations and responsibilities to the BTM provider.
- (2) The policy must:
- a. be available on the BTM provider's website;
  - b. include a statement encouraging a BTM customer to contact their BTM provider if the BTM customer is having trouble paying a BTM provider's bill;
  - c. include a statement advising that the BTM provider will treat all BTM customers sensitively and respectfully;
  - d. include an overview of the assistance available to a BTM customer with payment difficulties, that may include the BTM provider reducing and/or waiving fees, charges and debt;
  - e. include:
    - (i) the National Interpreter Symbol;
    - (ii) information on the availability of independent multi-lingual services; and
    - (iii) information on the availability of TTY services;
  - f. include a statement specifying how the BTM provider will treat information disclosed by the BTM customer to the BTM provider and information held by the BTM provider in relation to the BTM customer; and
  - g. include a statement summarising the procedures that the BTM provider will follow when considering a request for alternative payment arrangements.

## 2.7 Part 7 — Suspension and Interruption

### Principles

- To ensure that interruption of a BTM service to a BTM customer for bill non-payment occurs only after adequate notification and that the BTM provider gives a range of options to the BTM customer to pay a bill before arranging for suspension of a BTM service.
- To ensure that other interruptions to the BTM service occur only in specified circumstances.

### 2.7.1 Division 1 — Suspension for failure to pay a bill

#### 2.7.1.1 General requirements

(1) A BTM customer's BTM services under the BTM service agreement cannot be suspended for failure to pay a bill, unless the BTM provider:

- a. gives the BTM customer a reminder notice not less than 15 business days from the date of dispatch of the bill, that includes:
  - (i) the BTM provider's telephone number for billing and payment enquiries; and
  - (ii) advice on how the BTM provider may assist in the event the BTM customer is experiencing payment difficulties;
- b. uses best endeavours to contact the BTM customer to advise of the proposed suspension;
- c. gives the BTM customer a suspension warning, not less than 20 business days from the date of dispatch of the bill, advising the BTM customer:
  - (i) that the BTM provider may suspend the BTM service following at least 5 business days notice to the BTM customer; or
  - (ii) of the availability and operation of the complaints handling process and the availability and operation of the electricity ombudsman, including its free call telephone number and website details.

(2) For the purposes of subclause (1), a BTM customer has failed to pay a BTM provider's bill if the BTM customer has not:

- a. paid the bill by the due date;
- b. agreed with the BTM provider to an offer of an alternative payment arrangement to pay the bill; or
- c. adhered to the BTM customer's obligations to make payments in accordance with an agreed alternative payment arrangement relating to the payment of the bill.

### 2.7.2 Division 2 — Limitations on suspension and interruption for failure to pay a bill

#### 2.7.2.1 General limitations on suspension

(1) A BTM provider must not arrange for the suspension of a BTM service if:

- a. a complaint has been made to the BTM provider directly related to the reason for the proposed suspension; or
- b. the BTM provider is notified by the electricity ombudsman that there is a complaint, directly related to the reason for the proposed suspension, that has been made to the electricity ombudsman and the complaint is not resolved.

(2) A BTM provider may arrange for interruption of a BTM service to a BTM customer:

- a. on request by the BTM customer; or
- b. to address the remediation of faulty equipment; or
- c. following direction from the distributor of the grid supplying electricity to the BTM customer, for reasons of system emergency or planned/unplanned network outages; or
- d. for force majeure reasons; or
- e. for health and safety reasons (e.g. bushfire event).



## 2.8 Part 8 — Restoration of Services

### Principles

- To ensure that the BTM service to a BTM customer is restored in a timely manner following any required actions by the BTM customer, for example, the payment of any outstanding charges.

### 2.8.1 Division 1 — Restoration of Services

**2.8.1.1** If a BTM provider has arranged for the suspension of a BTM customer's BTM service due to failure to pay a bill, and the BTM customer has paid or agreed to accept an offer of an alternative payment arrangement, the BTM provider must arrange for restoration of the service, subject to the:

- a. BTM customer making a request for re-supply; and
- b. BTM customer paying the BTM provider's reasonable charge for supply restoration, if any.

**2.8.1.2** If a BTM provider suspends or interrupts a BTM customer's BTM service, the BTM provider must use best endeavours to restore the BTM service as soon as reasonably practicable.

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## 2.9 Part 9 — Complaints Handling

### Complaints Handling Principles

- To ensure that BTM customer complaints are responded to in a clear, reasonable, respectful and timely manner by the BTM provider.
- To ensure that the BTM customer has access to, and knowledge of how to access, appropriate and equitable internal and external dispute resolution processes.

### 2.9.1 Division 1 — Obligation to Establish Complaints Handling Procedure

- 2.9.1.1** (1) A BTM provider must develop, publish and implement a procedure for handling complaints and resolving disputes.
- (2) The procedure under subclause (1) must:
- a. be compliant with Australian Standard AS/NZS 10002:2014;
  - b. address at least:
    - (i) how complaints must be lodged by a BTM customer;
    - (ii) how complaints about the actions of a BTM provider or a BTM marketing agent will be handled, including:
      - A. the right of a BTM customer to have a complaint considered by a senior employee if the BTM customer is not satisfied with the manner in which the complaint is being handled;
      - B. the information about the consideration of the complaint that will be provided to a BTM customer;
      - C. the right of a BTM customer to raise the complaint with the electricity ombudsman and the obligation of the BTM provider to provide the contact details of the electricity ombudsman;
    - (iii) the response times for complaints; and
    - (iv) the method of response;
  - c. be available at no cost to a BTM customer.