



Government of Western Australia
Department of Mines, Industry Regulation and Safety
Energy Policy WA

Consultation Draft Voluntary Embedded Networks Code of Practice

May 2023

Note: This Code is a voluntary Code and only applies to Embedded Network Sellers who choose to participate during the voluntary period. The intention is that it will be used as the basis for a mandatory Code of Practice under the Alternative Electricity Services framework, once that framework comes into effect and subject to embedded networks being prescribed as an Alternative Electricity Service.

Contents

Definitions	iv
1. Introduction and Application of the Code	1
1.1 Objective.....	1
1.2 Inconsistencies with the Code	1
2. Embedded Network Sellers	1
2.1 Limit on Embedded Network Sellers	1
2.2 Embedded Network Seller.....	1
2.3 Coordinator of Energy may approve an ENS	1
3. General Obligations.....	2
3.1 Supply of Electricity to Customers.....	2
3.2 Supply through a separate connection point to the Grid	2
4. Information.....	3
4.1 Disclosure Statement	3
4.2 Standard Form Documents.....	3
4.3 Format of information to be given under the Code	3
4.4 General publishing requirements.....	3
5. Metering	4
5.1 General	4
5.2 Types of Meters	4
5.3 Request for Interval Meter	4
5.4 Request for Meter test.....	4
5.5 Access to the Meter.....	4
6. Billing.....	4
6.1 Billing Cycle	4
6.2 Payment	4
6.3 Contents of a bill	4
6.4 Basis of bill – metered Supply Address	5
6.5 Basis of bill – unmetered Supply Address	5
6.6 Billing Data.....	5
6.7 Review of bill	6
6.8 Undercharging	6
6.9 Overcharging	6
7. Price.....	6
7.1 Information on price	6
7.2 Restrictions on price.....	7
7.3 Agreement for different tariff structure	7
7.4 When a change takes effect	7

8.	Financial Hardship	8
8.1	Customers experiencing Financial Hardship.....	8
8.2	Non-residential Customers	8
8.3	Obligation to have hardship policy.....	8
8.4	Minimum obligations for hardship policy.....	8
8.5	Standard Form Document.....	8
9.	Family Violence	9
9.1	Residential Customers affected by Family Violence	9
9.2	Limit on disconnection.....	9
9.3	Written evidence of Family Violence not required	9
9.4	Obligation to have Family Violence policy.....	9
9.5	Minimum obligations for Family Violence policy	9
9.6	Standard Form Document.....	10
10.	Disconnection and Interruptions.....	10
10.1	Disconnection	10
10.2	Disconnection for failure to pay a bill.....	10
10.3	Disconnection for denying access to Meter.....	11
10.4	Disconnection or Interruption for Emergency	11
10.5	Planned or unplanned Interruptions.....	12
11.	Reconnection.....	12
11.1	Reconnection	12
12.	Dispute Resolution.....	13
12.1	Obligation to establish complaints and dispute resolution procedure	13
12.2	Standard complaints and dispute resolution procedure.....	13
12.3	Process for dealing with complaints and disputes.....	13
12.4	Advice about outcome of complaints process.....	13
12.5	Billing Disputes	14
12.6	Existing complaints and dispute resolution procedure	14
12.7	Standard Form Document.....	14
13.	Life support	14
13.1	Requirement to record Life Support Equipment	14
13.2	Notification of Life Support Equipment	14
13.3	Obligation to pass on request for medical confirmation.....	15
14.	Carbon offsets or Electricity with other characteristics.....	15
14.1	Request to offset	15
14.2	Customer to pay reasonable costs.....	15
14.3	Auditable written evidence	16
14.4	Request for Electricity with other characteristics or criteria.....	16
	Annexure A – Draft Disclosure Statement.....	17

Definitions

Term	Definition
Appropriately Qualified Medical Practitioner	<p>means:</p> <p>(a) within the Perth metropolitan area –</p> <p>(i) a specialist medical practitioner; or</p> <p>(ii) a hospice doctor; or</p> <p>(iii) a medical practitioner working in a specialist department of a hospital;</p> <p>or</p> <p>(b) otherwise –</p> <p>(i) a specialist medical practitioner; or</p> <p>(ii) a hospice doctor; or</p> <p>(iii) a medical practitioner working in a specialist department of a hospital; or</p> <p>(iv) a doctor or general practitioner.</p>
AS/NZS	followed by a designation, refers to an Australia/New Zealand Standard having that designation that is published jointly by Standards Australia and Standards New Zealand.
Billing Cycle	means the regular recurrent period in which a Customer receives a bill from an ENS.
Billing Data	means information contained in or relating to bills that have been issued to a Customer.
Business Day	means a day other than a Saturday, a Sunday or a public holiday in Western Australia.
Business Tariff	means “Tariff L1” as described in the <i>Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006 (WA)</i> or “Tariff L2” as described in the <i>Energy Operators (Regional Power Corporation) (Charges) By-laws 2006</i> , as applicable.
Code	means this Voluntary Embedded Networks Code of Practice as amended from time to time.
Concession	means a concession, rebate, subsidy or grant available to Residential Customers only related to the supply of Electricity.
Customer	means a person who is sold Electricity, or who is eligible to be sold Electricity, for the purpose of consumption, by the ENS and who consumes not more than 160MWh of Electricity per annum.
Customer Details	means the Customer’s identifying details including their name, email address, residential address and a statement of whether the Customer is an individual or body corporate.
Default Flat Rate Tariff	has the meaning set out in clause 7.2.
Disclosure Statement	means the document referred to in clause 4.1 and attached at Annexure A.

Term	Definition
Distribution System	means Electricity infrastructure used, or to be used, for, or in connection with, or to control, the transportation of Electricity at nominal voltages of less than 66 kV.
Electricity	includes electrical energy of any kind however produced, stored, transported or consumed.
Eligible Customer	means a Customer who consumes or could reasonably be expected to consume an amount that is more than 50MWh per annum. Note – an eligible customer will be one whose estimated consumption is more than 50MWh per annum but less than 160MWh per annum (being the threshold for a small use customer).
Embedded Network	means a Distribution System: <ul style="list-style-type: none"> (a) that is operated by or under the control of a person (one person) – that is, subject to a single controlling mind; (b) that supplies Electricity to at least one Customer who is not, or at least one property that is not occupied by, the operator or controller referred to in subclause (a); and (c) that is supplied with Electricity by another Distribution System.
Embedded Network Seller or ENS	means the entity referred to in clause 2.2.
Emergency	means the actual or imminent occurrence of an event that: <ul style="list-style-type: none"> (a) in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security in the Embedded Network or a Distribution System connected to the Embedded Network; or (b) destroys or damages, or threatens to destroy or damage, any property.
Existing Supply Arrangement	means a Supply Arrangement which is on foot as at the date the ENS is bound by the Code.
Family Violence	means violence, or a threat of violence, by a person towards a family member of the person or any other behaviour by the person that coerces or controls the family member or causes the member to be fearful.
Financial Hardship	means in relation to a Residential Customer, a state of long-term financial disadvantage as a result of which the Customer is unable to pay an outstanding amount as required by the ENS without affecting the Customer's ability to meet the basic living needs of the Customer or a dependent of the Customer.
Grid	means the South West Interconnected System or the North West Interconnected System, as applicable.
Interrupt/Interruption	means the temporary unavailability of the supply of Electricity from the Embedded Network to a Customer.

Term	Definition
Interval Meter	means a Meter which records how much Electricity is used in a 5 minute or 30 minute interval and the associated demand from the Customer.
Law	means all acts of Parliament for the time being in force and all subsidiary legislation for the time being in force.
LGC or Large-scale Generation Certificates	has the meaning given to it in the <i>Renewable Energy (Electricity) Act 2000</i> (Cth).
Life Support Equipment	means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme.
Meter	means a device which measures and records Electricity production and consumption.
New Supply Arrangement	means a Supply Arrangement which is entered into, or amended, on or after the date the ENS is bound by the Code.
Non-residential Customer	means a Customer that is not a Residential Customer.
Payment Plan	means an interest-free and fee free plan or other arrangement between the ENS and the Customer to pay a bill while permitting the Customer to continue consumption of Electricity.
Renewable Source	means a source which is capable of producing Electricity which is naturally replenished.
Residential Customer	means a Customer who consumes Electricity solely for domestic use.
Residential Tariff	means "Tariff A1" as described in the <i>Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006</i> (WA) or "Tariff A2" as described in the <i>Energy Operators (Regional Power Corporation) (Charges) By-laws 2006</i> , as applicable.
Standard Form Document	means a document referred to in clause 4.2 in a form approved by Energy Policy WA.
Supply Address	means the premises to which Electricity was, is or may be supplied to a Customer by an ENS.
Supply Arrangement	means a contract or the terms for the supply of Electricity from an ENS to a Customer, which must be in writing.
Verifiable Consent	means consent that is given to an ENS: <ul style="list-style-type: none"> (a) expressly; and (b) in writing or orally; and (c) by a Customer or a nominated person competent to give the consent on the Customer's behalf; and (d) after the ENS 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.

1. Introduction and Application of the Code

1.1 Objective

The objective of the Code is to define standards of conduct in the supply of Electricity to Customers by an Embedded Network Seller (ENS).

1.2 Inconsistencies with the Code

- (a) An ENS must not enter into a New Supply Arrangement which contains a term which is inconsistent with an obligation in the Code, unless:
 - (i) the term is required by Law; or
 - (ii) the ENS can comply with the term as well as the obligation in the Code.¹
- (b) Where an Existing Supply Arrangement contains a term which is inconsistent with an obligation in the Code, the ENS must:
 - (i) use reasonable endeavours to amend the term to be consistent with the Code; or
 - (ii) where possible, not seek to rely on the term and instead apply the equivalent term in the Code.
- (c) Where the ENS is required by Law to act in a manner that is inconsistent with the Code, the ENS does not have to comply with the relevant obligation in the Code to the extent of the inconsistency.

2. Embedded Network Sellers

2.1 Limit on Embedded Network Sellers

There must not be more than one ENS for an Embedded Network.

2.2 Embedded Network Seller

An ENS for an Embedded Network is:

- (a) unless clause 2.2(b) applies, the person who has the contract or arrangement for the purchase of Electricity at the point or points at which the Embedded Network connects to the Grid; or
- (b) the person that has notified the Coordinator of Energy in writing that it agrees to be bound by the Code, and has been approved by the Coordinator of Energy in accordance with clause 2.3.

2.3 Coordinator of Energy may approve an ENS

- (a) A person may apply in writing to the Coordinator of Energy for approval to be the ENS for an Embedded Network if there is a written agreement between that person and the person who has the contract or arrangement for the purchase of Electricity at the point or points at which the Embedded Network connects to the Grid.
- (b) The Coordinator of Energy may approve a person who has applied to be the ENS for an Embedded Network in accordance with clause 2.3(a), on any condition the Coordinator of Energy considers reasonable including a condition that the person be bound by the Code in the place of the person described in clause 2.3(a).

¹ For example, the term contained in the New Supply Arrangement requires the ENS to adhere to a stricter standard than the term in the Code.

- (c) The Coordinator of Energy must consider any application received pursuant to clause 2.3(a) and provide its decision in writing to the applicant within a reasonable time.

Note: for the mandatory AES Code, Clause 2.3 above will be subject to approval by the ERA rather than by the Coordinator of Energy. The words "including a condition that the person be bound by the Code" will therefore be deleted as the AES Code will be mandatory.

3. General Obligations

3.1 Supply of Electricity to Customers

- (a) An ENS must have a Supply Arrangement with each Customer.
- (b) An ENS must not unreasonably prevent, withhold or obstruct the supply of Electricity to a Customer within the Embedded Network.
- (c) If a person becomes an ENS in relation to a Supply Address by replacing a previous ENS, the person must, within 48 hours of becoming the ENS in relation to the Supply Address –
 - (i) notify the Customer in writing at the Supply Address that they have become the ENS in relation to the Supply Address; and
 - (ii) provide the Customer with the name and contact details for the ENS; and
 - (iii) where a Customer has informed the previous ENS that a person who resides at the Supply Address requires Life Support Equipment, request the Customer to confirm that the person who resides at the Supply Address still requires Life Support Equipment.

3.2 Supply through a separate connection point to the Grid

- (a) An ENS must not prevent or prohibit an Eligible Customer from obtaining a supply of Electricity from another supplier through a separate connection point to the Grid, provided that the costs of obtaining that supply are paid for by the Eligible Customer.
- (b) Where an Eligible Customer requires reasonable assistance from an ENS to obtain a supply of Electricity from another supplier through a separate connection point to the Grid, the ENS must facilitate any reasonable works that may be necessary (at the cost of the Eligible Customer) and provide access to the Embedded Network infrastructure to facilitate the connection of that separate connection point to the Grid for alternate supply.



4. Information

4.1 Disclosure Statement

- (a) An ENS must provide each Customer with a written copy of a completed Disclosure Statement prior to supplying that person Electricity. If that is not possible the ENS must:
 - (i) at a minimum, as soon as possible, give information on the Default Flat Rate Tariff and the tariff that applies to the supply (if different); and
 - (ii) give the completed Disclosure Statement to the Customer by the time the Customer receives the first bill.
- (b) The completed Disclosure Statement must be provided in the format published by Energy Policy WA.
- (c) Clauses 4.2 and 4.3 do not apply to the Disclosure Statement.

4.2 Standard Form Documents

- (a) If this Code requires an ENS to make available or provide information or a document to a Customer (other than the Disclosure Statement required to be provided by clause 4.1) then, if Energy Policy WA publishes a Standard Form Document, the ENS will be deemed to satisfy the requirement to make available or provide the information required by this Code to the Customer if it uses the relevant Standard Form Document.
- (b) Nothing in clause 4.2(a):
 - (i) obliges Energy Policy WA to publish a Standard Form Document; and
 - (ii) requires an ENS to provide a Standard Form Document or restricts or limits the way an ENS may satisfy the requirement to make available or provide information to a Customer.

4.3 Format of information to be given under the Code

- (a) If this Code requires an ENS to make available or provide information to a Customer, this requirement will be satisfied by the ENS:
 - (i) referring the Customer to the information on the website of the ENS; or
 - (ii) referring the Customer to a mobile application or an electronic communication portal where the information may be obtained; or
 - (iii) providing a written copy of the information to the Customer.
- (b) Where a Customer requests a written copy of any information, the ENS must use reasonable endeavours to provide a written copy of the information to the Customer.
- (c) Any information to be made available or provided to a Customer must be written in a clear, simple and concise manner and in a format that makes it easy for the Customer to understand.

4.4 General publishing requirements

An ENS must publish general information about the Code and how to obtain a copy of the Code, publicly in electronic form.

5. Metering

5.1 General

An ENS must ensure that each Supply Address which is supplied by the ENS has a Meter unless:

- (a) as at the date the Code is published, the Supply Address was connected to a supply of Electricity but was not separately metered; and
- (b) the Supply Address has not been separately metered at any date since the date this Code is published.

5.2 Types of Meters

An ENS must advise a Customer on request, at no charge, of the availability of different types of Meters and:

- (a) the purpose of each Meter and suitability of that Meter to the Customer's Supply Address; and
- (b) any costs the Customer would incur if the Customer wanted the Meter installed at the Customer's Supply Address; and
- (c) any installation, operation and maintenance procedures for the Meter; and
- (d) if the Customer is an Eligible Customer, the ENS must advise the Eligible Customer of the ENS's obligations under clause 3.2.

5.3 Request for Interval Meter

If a Supply Address does not have an Interval Meter and the Customer requests an Interval Meter be installed, the ENS must install an Interval Meter if the Customer pays for the Interval Meter and the reasonable costs of the installation.

5.4 Request for Meter test

If a Customer requests a test of the Meter, the ENS must test the Meter within a reasonable time. The ENS may only charge the reasonable cost of testing the Meter if the Meter test determines the Meter is not faulty.

5.5 Access to the Meter

An ENS must provide a Customer with access to the Meter upon request by the Customer so that a Customer can verify meter reads.

6. Billing

6.1 Billing Cycle

- (a) An ENS must issue a bill to a Customer at least once every 60 days unless the ENS and Customer agree otherwise in accordance with clause 6.1(b).
- (b) An ENS and a Customer may agree to a Billing Cycle with a regular recurrent period that differs from the Customer's standard Billing Cycle if:
 - (i) the ENS has obtained the Customer's Verifiable Consent; and
 - (ii) the regular recurrent period of the Billing Cycle does not exceed 100 days.

6.2 Payment

An ENS must accept payment for a bill by electronic funds transfer and must make available at least one other method of payment for a bill.

6.3 Contents of a bill

A bill must set out:

- (a) the Supply Address;
- (b) the Customer Details and, if applicable, the Customer's account number or unique identifier;
- (c) a Meter identification number (if applicable).
- (d) the start and end date of the supply period;
- (e) the number of days covered by the bill;
- (f) the Customer's consumption or estimated consumption in units, for the supply period;
- (g) the applicable tariff, any fees and charges and the total amount due;

- (h) enough information for the Customer to be able to check the calculation of the amount due²;
- (i) the amount of any arrears or credit;
- (j) the amount of any other fees or charges and details of the service provided in connection with those fees or charges;
- (k) the date by which the bill must be paid, which must be at least 7 days from the date of issue;
- (l) a summary of the applicable payment methods;
- (m) a statement advising the Customer that assistance is available if the Customer is experiencing problems paying the bill and a statement as to the availability of the ENS's hardship policy and Family Violence policy (if applicable);
- (n) a telephone number, email address and, if applicable, website link for billing and payment enquiries, where to direct a complaint and dispute resolution resources;
- (o) the ENS's legal name, trading name (if relevant) and contact details; and
- (p) if applicable:
 - (i) details of payments made under a Payment Plan that has not been completed; and
 - (ii) details of the total amount outstanding under the Payment Plan; and
 - (iii) a statement that an additional fee may be imposed to cover the costs of late payment from the Customer under the Payment Plan.

6.4 Basis of bill – metered Supply Address

- (a) An ENS must use reasonable endeavours to read the Meter and prepare the bill in accordance with the Customer's Billing Cycle.
- (b) An ENS may estimate a bill if an ENS is not able to read the Meter despite using reasonable endeavours to do so.
- (c) Where an ENS has estimated a bill, the ENS must include on the bill or in a document accompanying the bill, that the bill is based on an estimate of usage and the method the ENS used to determine the estimate.
- (d) A Customer may, at any time, request that an ENS perform a Meter reading at the Customer's cost.
- (e) An ENS must read the Meter where:
 - (i) a Customer moves out of a Supply Address; or
 - (ii) a Customer moves into a Supply Address and is being supplied from the Embedded Network, and

if the Meter reading is outside of a Customer's standard Billing Cycle, the ENS may charge a reasonable fee for the Meter reading.

6.5 Basis of bill – unmetered Supply Address

Where the Supply Address is not metered, an ENS must include on the bill, or in a document accompanying the bill, an explanation of the method the ENS used to determine the bill.

6.6 Billing Data

- (a) An ENS must retain all Billing Data for at least 2 years.
- (b) If a Customer asks for their Billing Data, the ENS must provide the information to the Customer:
 - (i) free of charge; or
 - (ii) where the Customer has previously asked for Billing Data in the last 6 months, after the Customer has paid a reasonable fee.

² For example, with the number of days in the supply period, the applicable tariff and the units of electricity consumed in the supply period, a Customer should be able to verify the calculation.

6.7 Review of bill

- (a) If a Customer requests a review of a bill, the ENS must review the bill within a reasonable time after receiving the request.
- (b) The ENS must inform the Customer of the outcome of a review of the Customer's bill as soon as practicable after it is completed.

6.8 Undercharging

If an ENS has undercharged a Customer, the ENS may only recover the amount undercharged in the 12 months prior to the date on which the ENS notified the Customer that the undercharging had occurred.

6.9 Overcharging

- (a) If an ENS has overcharged a Customer, the ENS must use its best endeavours to inform the Customer within 10 Business Days of the ENS becoming aware of the overcharge.
- (b) An ENS must credit the Customer's account or repay the Customer the overcharged amount within 12 Business Days in accordance with any reasonable direction provided by the Customer.

7. Price

7.1 Information on price

- (a) An ENS must ensure that a Supply Arrangement with the Customer sets out:
 - (i) the Default Flat Rate Tariff that may be payable by the Customer; and
 - (ii) if applicable, the tariff or tariffs agreed pursuant to clause 7.3 (if the Default Flat Rate Tariff is not being paid by the Customer); and
 - (iii) any fees and charges that may be payable by the Customer; and
 - (iv) when the ENS may vary the tariffs, fees and charges; and
 - (v) an explanation of how the tariffs, fees and charges may be varied.³
- (b) An ENS may not impose any fees or charges, or vary the tariffs, fees or charges unless the Supply Arrangement contains the information in clause 7.1(a).
- (c) An ENS must give or make available to a Customer on request, at no charge, reasonable information on the ENS's tariffs, fees or charges, including any alternative tariffs that may be available to that Customer.
- (d) An ENS must give reasonable written notice to a Customer of any variation to its tariffs, fees or charges that affects the Customer.
- (e) An ENS must give at least 5 Business Days' written notice before it applies any variation of tariffs, fees or charges to the Customer.

³ For example, if the tariff is varied by shadowing changes to a regulated tariff, the tariff specified in the Disclosure Statement and Supply Arrangement might say that for example, 10% discount on Synergy's A1 tariff, so the discounted tariff will adjust when Synergy's A1 tariff changes. However, if the ENS does not intend to shadow changes to regulated tariffs and a different method is used to increase the tariff (such as CPI each quarter or an annual escalation factor), the Disclosure Statement and the Supply Arrangement must disclose this and the formula the ENS will use to escalate the tariff.

7.2 Restrictions on price

- (a) An ENS may only:
 - (i) charge a Customer the tariffs, fees and charges that are set out in the Supply Arrangement with the Customer; and
 - (ii) escalate or amend any tariffs, fees and charges where the right to do so, and the method of the escalation or variation, is set out in the Supply Arrangement with the Customer.
- (b) An ENS must offer a Default Flat Rate Tariff to a Residential Customer:
 - (i) that has a fixed daily supply charge that is no more than the fixed charge for the Residential Tariff; and
 - (ii) that has a usage charge that is no more than the charge per unit for metered consumption for the Residential Tariff.
- (c) An ENS must offer a Default Flat Rate Tariff to a Non-residential Customer:
 - (i) that has a fixed daily supply charge that is no more than the fixed charge for the Business Tariff; and
 - (ii) that has a usage charge that is no more than the applicable charge per unit for metered consumption for the Business Tariff.
 - (iii) The fixed daily supply charge must include all fees and charges in relation to the provision of electricity services other than the charge for metered consumption.

Note: this is to mirror clause 6(6) of the Exemption Order and ensure that services such as meter reads, administration of accounts and billing services cannot be charged separately over and above the fixed daily supply charge. They may be separately itemised provided, in total, they do not exceed the price cap.

7.3 Agreement for different tariff structure⁴

- (a) An ENS and a Customer may at any time agree in writing to a different tariff structure to the Default Flat Rate Tariff offered by the ENS for the supply of Electricity to the Customer.
- (b) If a different tariff structure is agreed between the ENS and the Customer under clause 7.3(a), the Customer may opt out of that tariff at any time, without penalty, and revert to the Default Flat Rate Tariff offered by the ENS.

7.4 When a change takes effect

Any change in a Customer's tariff must take effect from the next Billing Cycle, unless agreed otherwise between the Customer and the ENS.



⁴ For example, a time of use tariff may be agreed.

8. Financial Hardship

8.1 Customers experiencing Financial Hardship

- (a) Where a Residential Customer has been assessed as being in Financial Hardship by a relevant consumer representative or financial counsellor, the ENS must treat that Residential Customer as experiencing Financial Hardship.
- (b) Where a Residential Customer informs the ENS that they are experiencing Financial Hardship, but this has not been confirmed by a relevant consumer representative or financial counsellor, the ENS must act in good faith to reasonably consider whether the Residential Customer is experiencing Financial Hardship and make a determination.
- (c) If a Residential Customer is experiencing Financial Hardship in accordance with clause 8.1(a) or clause 8.1(b), the ENS must inform the Residential Customer of its hardship policy.

8.2 Non-residential Customers

An ENS must in good faith consider any reasonable request for alternative payment arrangements made by a Non-residential Customer experiencing payment difficulties.

8.3 Obligation to have hardship policy

- (a) An ENS must develop, maintain and implement a hardship policy to assist Residential Customers experiencing Financial Hardship to meet their financial obligations and responsibilities to the ENS.
- (b) An ENS must comply with any obligations on the ENS in its hardship policy.

8.4 Minimum obligations for hardship policy

A hardship policy must, at a minimum:

- (a) require the ENS to offer a Residential Customer experiencing Financial Hardship additional time to pay;
- (b) require the ENS to offer a Residential Customer experiencing Financial Hardship a Payment Plan;
- (c) require the ENS to discuss in good faith with a Residential Customer experiencing Financial Hardship a reduction or waiver of fees, charges or debt;
- (d) include:
 - (i) an overview of the assistance and Concessions available to Residential Customers; and
 - (ii) information on the availability of financial counselling services and consumer representatives;
- (e) be available on the ENS's website; and
- (f) include a statement specifying how the ENS will treat information disclosed by the Residential Customer to the ENS and information held by the ENS in relation to the Residential Customer.

8.5 Standard Form Document

A hardship policy may be a Standard Form Document.

9. Family Violence

9.1 Residential Customers affected by Family Violence

Where:

- (a) a Residential Customer advises the ENS that they are affected by Family Violence; or
- (b) the ENS has reason to believe a Residential Customer is affected by Family Violence,

the ENS must treat the Residential Customer as being affected by Family Violence and inform the Residential Customer of its Family Violence policy.

9.2 Limit on disconnection

- (a) An ENS must ensure that the Supply Address of a Residential Customer affected by Family Violence is not disconnected during the period commencing 9 months from the date on which the ENS became aware that a Residential Customer is affected by Family Violence, unless:
 - (i) the ENS is informed by the Residential Customer, or otherwise becomes aware, that the Residential Customer no longer resides at that Supply Address; or
 - (ii) the disconnection is requested by the Residential Customer; or
 - (iii) the disconnection is required for Emergency reasons; or
 - (iv) Electricity has been illegally consumed at the Supply Address.
- (b) Nothing in clause 9.2(a):
 - (i) affects a Residential Customer's responsibility to pay for Electricity supplied by the ENS to a Supply Address; or
 - (ii) affects the ability of an ENS to send bills and notices to a Residential Customer in connection with payment for the supply of Electricity or to take other steps in connection with a liability to pay for Electricity supplied by an ENS.

9.3 Written evidence of Family Violence not required

An ENS must not require written evidence of Family Violence from the Residential Customer affected by Family Violence.

9.4 Obligation to have Family Violence policy

- (a) If an ENS supplies Residential Customers, it must develop, maintain and implement a Family Violence policy to assist Residential Customers affected by Family Violence to meet their financial obligations and responsibilities to the ENS.
- (b) An ENS must comply with any obligations on the ENS in its Family Violence policy.

9.5 Minimum obligations for Family Violence policy

A Family Violence policy must, at a minimum:

- (a) require the ENS to offer a Residential Customer affected by Family Violence additional time to pay;
- (b) require the ENS to offer a Residential Customer affected by Family Violence a Payment Plan;
- (c) require the ENS to discuss in good faith with a Residential Customer affected by Family Violence a reduction or waiver of fees, charges or debt;
- (d) require the ENS in respect of a Residential Customer affected by Family Violence:
 - (i) to advise the Residential Customer that the ENS must take reasonable steps to protect the Residential Customer's information if the Residential Customer requests the ENS to do so; and
 - (ii) to take reasonable steps to establish a safe method of communication with the Residential Customer and if a method of communication proposed by the Residential Customer is not reasonably practicable, to offer an alternative method of communication; and

- (iii) to keep a record of any method of communication that has been agreed between the ENS and the Residential Customer; and
- (iv) to use any agreed method of communication for the purposes of providing information required by this Code; and
- (e) include processes to ensure that a Residential Customer affected by Family Violence does not have to repeatedly refer to, or disclose, their situation when they make contact with the ENS or another person acting on behalf of the ENS; and
- (f) require the ENS to consider:
 - (i) the potential impact of debt collection on a Residential Customer affected by Family Violence who is liable for the debt; and
 - (ii) the extent to which another person may have contributed to an amount owing for Electricity supplied to the Residential Customer affected by Family Violence; and
- (g) provide that the ENS will take into account the circumstances of a Residential Customer affected by Family Violence before disconnecting the Customer's Supply Address for failure to pay a bill.

9.6 Standard Form Document

A Family Violence policy may be a Standard Form Document.

10. Disconnection and Interruptions

10.1 Disconnection

An ENS may disconnect a Customer's Supply Address in the following circumstances:

- (a) if requested by the Customer; or
- (b) it is required for Emergency reasons; or
- (c) for failure to pay a bill if permitted in accordance with clause 10.2; or
- (d) for denying access to the Meter if permitted in accordance with clause 10.3; or
- (e) Electricity has been illegally consumed at the Supply Address.

10.2 Disconnection for failure to pay a bill

- (a) Before disconnecting a Customer's Supply Address for failure to pay a bill, an ENS must:
 - (i) not less than 15 Business Days from the date the bill was issued, give to the Customer a written reminder notice that includes the ENS's telephone number for billing and payment enquiries and, if the Customer is a Residential Customer, a statement as to the availability of the ENS's hardship policy and Family Violence policy; and
 - (ii) use its best endeavours to contact the Customer to advise of the proposed disconnection; and
 - (iii) not less than 20 Business Days from the date the bill was issued, give to the Customer a disconnection warning advising that the ENS may disconnect the Customer's Supply Address with at least 5 Business Days' written notice and a statement as to the availability of the ENS's complaints and dispute resolution procedure.

- (b) If the ENS has complied with the process in clause 10.2(a) and the bill is still not paid in full then, subject to clause 10.2(c), the ENS may disconnect the Customer's Supply Address in accordance with the disconnection warning provided in clause 10.2(a)(iii).
- (c) An ENS must not disconnect a Customer's Supply Address for failure to pay a bill:
 - (i) when clause 9.2 applies;
 - (ii) if Life Support Equipment is registered at a Customer's Supply Address;
 - (iii) if the Customer has agreed a Payment Plan or other payment arrangement with the ENS in respect of the bill and the Customer is adhering to its obligations to make payments under the Payment Plan or arrangement; or
 - (iv) if the Customer has complained to the ENS or an external dispute resolution body about the bill and the complaint has not been resolved.
- (iii) the ENS has used its best endeavours to contact the Customer prior to disconnection to advise of the ENS's ability to disconnect if the Customer does not provide access to the Meter; and
- (iv) the ENS has given the Customer at least 5 Business Days' written notice of its intention to disconnect.
- (b) An ENS must not arrange for disconnection for denial of access to the Meter:
 - (i) when clause 9.2 applies; or
 - (ii) if Life Support Equipment is registered at a Customer's Supply Address; or
 - (iii) where the Customer has provided access to the Meter or is attempting to provide access to the Meter in good faith; or
 - (iv) if the Customer has complained to the ENS or an external dispute resolution body about the matter and the complaint is not resolved.

10.3 Disconnection for denying access to Meter

- (a) Where:
 - (i) the Customer has denied access to the Meter for at least 9 consecutive months; and
 - (ii) at least once after that period:
 - (A) the ENS has provided the Customer with at least 5 Business Days' written notice of the next scheduled Meter reading at the Supply Address;
 - (B) the ENS has advised the Customer that the ENS may disconnect the Customer's Supply Address if the Customer fails to provide access to the Meter; and
 - (C) the ENS has given the Customer an opportunity to provide reasonable alternative access arrangements,

and, if after that time the Customer is still denying access to the Meter, subject to clause 10.3(b), the ENS may disconnect the Supply Address provided that:

10.4 Disconnection or Interruption for Emergency

If an ENS disconnects or Interrupts a Customer's Supply Address as a result of an Emergency, the ENS must:

- (a) notify the Customer in writing as soon as practicable after the disconnection or Interruption occurs, of the reason for disconnection or Interruption, and provide an estimate of the duration of the disconnection or Interruption (if known) and a contact telephone number or email address if the Customer has any questions; and
- (b) use its best endeavours to restore the supply of Electricity to the Customer's Supply Address as soon as possible.

10.5 Planned or unplanned Interruptions

If the supply of Electricity to the Customer's Supply Address is required to be Interrupted for the Embedded Network to be repaired, maintained or for any other reason other than an Emergency, the ENS must:

- (a) if the ENS has advance notice that the Interruption is required:
 - (i) notify the Customer in writing of the Interruption at least 3 Business Days in advance of the Interruption;
 - (ii) notify the Customer in writing of the reason for the Interruption;
 - (iii) notify the Customer in writing of a contact telephone number or email address if the Customer has any questions; and
- (b) if the ENS has advance notice that the Interruption is required and a person residing at the Supply Address requires Life Support Equipment, in addition to clause 10.5(a)(i) to (iii) above, the ENS must unless expressly requested by the Customer not to do so, use best endeavours to obtain acknowledgement from the Customer, or from someone else residing at the Supply Address, that the notice has been received;
- (c) if the ENS does not have advance notice that the Interruption is required and the Interruption is limited to within the Embedded Network, the ENS must:
 - (i) notify the Customer in writing of the Interruption as soon as practicable after the Interruption occurs; and
 - (ii) notify the Customer in writing of the reason for the Interruption; and
 - (iii) provide an estimate of the duration of the Interruption and a contact telephone number or email address if the Customer has any questions; and
- (d) use its best endeavours to restore the supply of Electricity to the Customer's Supply Address as soon as possible.

11. Reconnection

11.1 Reconnection

- (a) If an ENS has disconnected a Customer's Supply Address due to:
 - (i) the Customer's failure to pay a bill, and the Customer has paid or agreed to accept an offer of a Payment Plan, or other payment arrangement with the ENS;
 - (ii) the Customer denying access to the Meter, and the Customer has subsequently provided access to the Meter; or
 - (iii) Electricity being illegally consumed at the Supply Address, and the Customer has remedied that breach, and has paid, or made an arrangement to pay, for the Electricity illegally consumed,

the ENS must arrange for reconnection of the Customer's Supply Address provided that the Customer has requested reconnection and paid any reasonable fee charged by the ENS for reconnection, if any, or agreed to an offer made by the ENS of a Payment Plan in respect of the fee.

- (b) The ENS must arrange for reconnection within 2 Business Days.



12. Dispute Resolution

12.1 Obligation to establish complaints and dispute resolution procedure

Subject to clause 12.6, the ENS must develop, maintain and implement a complaints and dispute resolution procedure in accordance with this clause 12 using its best endeavours to comply with AS/NZS 10002:2002.

12.2 Standard complaints and dispute resolution procedure

A complaints and dispute resolution procedure must at a minimum:

- (a) set out how complaints and disputes may be lodged with the ENS by Customers; and
- (b) set out how complaints and disputes will be handled by the ENS, including specifying:
 - (i) the right of a Customer to have a complaint or dispute considered by a senior employee of the ENS if a Customer is not satisfied with the manner in which the complaint or dispute is being handled; and
 - (ii) the information that the ENS is required to provide to a Customer including to comply with the requirements in clauses 12.3 and 12.4; and
- (c) require the ENS to set out the response times for the ENS's handling of complaints or disputes; and
- (d) require the ENS to specify the method by which it will deliver a response to the Customer.

Note: in the mandatory AES Code, it is intended that this clause would also require the complaints and dispute resolution procedure to contain information about how to escalate a complaint to the Energy and Water Ombudsman.

12.3 Process for dealing with complaints and disputes

- (a) On receipt of a complaint or dispute by a Customer, an ENS must:
 - (i) acknowledge the complaint or dispute within a reasonable time in accordance with its complaints and dispute resolutions procedure; and
 - (ii) respond to the complaint or dispute by addressing the matters raised within a reasonable time.
- (b) Where a complaint or dispute is dealt with internally by an ENS, the ENS must not charge the Customer a fee unless the ENS considers, in its reasonable opinion, the complaint or dispute is vexatious.

12.4 Advice about outcome of complaints process

- (a) Unless the Customer has advised the ENS that the complaint or dispute has been resolved in a manner acceptable to the Customer, an ENS must inform the Customer of the outcome of the complaints process and the reasons for the outcome.
- (b) If an ENS receives a complaint or dispute that does not relate to its functions, the ENS must advise the Customer of the entity that the ENS reasonably considers to be the appropriate entity to deal with the complaint or dispute (if known) and refer the complaint or dispute to the entity, if possible.

Note: In the mandatory AES Code, it is intended that this clause would also require the ENS to inform the Customer that if they are not satisfied with the outcome of the complaints process, they may escalate a dispute to the Energy and Water Ombudsman.

12.5 Billing Disputes

- (a) If a complaint or dispute relates to a bill issued by or on behalf of the ENS, the ENS must reconsider the bill and inform the Customer of the outcome within a reasonable time.
- (b) If the Customer disagrees with the outcome, the ENS must inform the Customer that it may raise a dispute in accordance with its complaints and dispute resolution procedure.

12.6 Existing complaints and dispute resolution procedure

Where under a Law an ENS is required to have in place a procedure for dealing with complaints and disputes that meets the requirements of clause 12.2, then the ENS is not required to develop, maintain and implement a separate complaints and dispute resolution procedure for the purposes of this Code.

12.7 Standard Form Document

A complaints and dispute resolution procedure may be a Standard Form Document.

13. Life support

13.1 Requirement to record Life Support Equipment

- (a) If a Customer provides an ENS with written confirmation from an Appropriately Qualified Medical Practitioner that a person residing at the Customer's Supply Address requires Life Support Equipment, the ENS must record and keep a register of this.
- (b) An ENS must have in place a system to ensure that the details of each person residing at a Supply Address that requires Life Support Equipment are kept up to date including, at a minimum, confirming the information at least annually.

13.2 Notification of Life Support Equipment

- (a) Where an ENS is provided with confirmation in accordance with clause 13.1(a), the ENS must:
 - (i) keep a copy of the confirmation; and
 - (ii) within 48 hours of being given the confirmation —
 - (A) notify the licensed electricity retailer (if any) who supplies electricity for the Embedded Network, in writing, that a person residing at a Supply Address within the Embedded Network requires Life Support Equipment; and
 - (B) give a copy of the confirmation to the licensed electricity retailer.
- (b) Where an ENS is informed that a person residing at a Supply Address no longer requires Life Support Equipment or, after a specified date, there will be no person residing at a Supply Address who requires Life Support Equipment, the ENS must:
 - (i) within 48 hours of being informed, pass on that information to the licensed electricity retailer (if any) who supplies electricity for the Embedded Network, in writing; and
 - (ii) remove the Supply Address from the register kept by the ENS.

13.3 Obligation to pass on request for medical confirmation

Where an ENS supplies Electricity to a Supply Address where a person requires Life Support Equipment, the ENS must notify the Customer in writing of a request (if relevant) by a licensed electricity retailer for written confirmation by an Appropriately Qualified Medical Practitioner that a person residing at the Supply Address requires or continues to require Life Support Equipment.



14. Carbon offsets or Electricity with other characteristics

14.1 Request to offset

If a Customer requests an ENS to offset the carbon or associated emissions from the generation and supply of Electricity from the Grid to the Customer, the ENS must use reasonable endeavours to facilitate that request including, but not limited to:

- (a) negotiating with the licensed electricity retailer (if any) who supplies electricity for the Embedded Network for the supply of Electricity from Renewable Sources; or
- (b) purchasing an equivalent amount of LGCs.

14.2 Customer to pay reasonable costs

- (a) Where requested by the Customer in accordance with clause 14.1(b), the Customer must pay any reasonable costs incurred by the ENS directly related to offsetting the carbon or associated emissions of the relevant supply of Electricity that was requested.
- (b) Where the ENS and the Customer agree to offset the relevant supply of Electricity pursuant to this clause 14, the ENS may recover any reasonable costs incurred:
 - (i) as an additional charge itemised on the Customer's bill; or
 - (ii) as part of the tariff structure as agreed with the Customer.
- (c) If pursuant to clause 14.2(b)(ii), the Customer and the ENS have agreed to recover the costs as part of the tariff structure, however, the Customer opts out of that tariff at any time in accordance with clause 7.3(b) and reverts to the Default Flat Rate Tariff offered by the ENS, the ENS may recover those costs as an additional charge in accordance with clause 14.2(b)(i).
- (d) The costs referred to in clause 14.2(a) above are not subject to the restrictions on pricing set out in clause 7, whether they are an additional charge itemised on the

Customer's bill pursuant to clause 14.2(b)(i) or they form part of the tariff structure pursuant to clause 14.2(b)(ii).

14.3 Auditable written evidence

On request, if not provided as part of a bill, the ENS must provide to the Customer:

- (a) auditable written evidence that it has offset the carbon or associated emissions of the relevant supply of Electricity in accordance with this clause 14; and
- (b) details of the basis of any additional costs charged that are directly related to offsetting the carbon or associated emissions of the relevant supply of Electricity.

14.4 Request for Electricity with other characteristics or criteria

- (a) The ENS must, where reasonably practical and at the Customer's reasonable cost, facilitate requests from a Customer for the supply of Electricity with other characteristics or criteria.
- (b) Where the ENS receives such a request, clauses 14.1 and 14.3 will apply as if the references to offsetting the carbon or associated emissions of the relevant supply of Electricity were references to the other characteristics or criteria of the relevant supply of Electricity.



Annexure A – Draft Disclosure Statement

Disclosure Statement – Electricity Supply in an Embedded Network

This Disclosure Statement is to be completed and given to each small-use customer prior to supplying that person with electricity through an embedded network. If that is not possible, the completed Disclosure Statement must be given to the customer by the time the customer receives their first bill.

Property address:

ENS name:

Customer name:

1. How electricity is supplied in this property

This property's electricity supply is through an embedded network.

What is an embedded network?

An embedded network is a private electricity network operated by a single person, supplying at least one customer who is not the operator of the network and which is supplied with electricity by the main electricity grid. It is connected to the grid through a "master meter" which measures the electricity supplied for the whole property. The operator of the embedded network buys electricity from a licensed retailer to supply the whole property and on-sells that electricity to individual customers on the property. This person is known as the Embedded Network Seller, or ENS.

What does that mean?

Your ENS will supply your electricity and you will pay your ENS for the supply of electricity. There is only one ENS per embedded network. You cannot create an electricity account with a licensed electricity retailer when you are supplied through an embedded network (unless the licensed retailer is acting as the ENS).

Your ENS has agreed to comply with the Voluntary Embedded Network Code of Practice (the Code), which can be found [here ([link](#))]. Your ENS has committed to supply you with electricity in accordance with the Code. You can ask your ENS for a copy of the Code.

Your ENS will issue a bill for the electricity used within your lot or tenancy. Depending on the type of property, the business model of the ENS and whether or not you own your lot, you may receive these electricity bills directly or via a landlord, property manager, strata manager or other third party.

2. Measurement of electricity

Consumption of electricity within your lot:

is separately metered and you will be billed based on metered consumption

is not separately metered and you will be billed based on the following methodology for calculating your consumption:

3. Electricity tariffs, fees and charges for supply of electricity to your lot or tenancy

You always have access to a default flat rate tariff that cannot be more than a regulated tariff rate¹. Your default flat rate tariff is:

¹ For residential customers, the default tariff is capped at the Synergy A1/Horizon Power A2 tariff. For business customers, the default tariff is capped at the Synergy L1/Horizon Power L2 tariff.

A **daily supply charge** of \$ _____ per day

A **usage charge** for electricity consumed within your lot or tenancy at a rate of _____ c/kWh

You and your ENS may agree to a different tariff at any time. You can revert to the default flat rate tariff at any time without penalty, with the change taking effect from your next billing cycle or as agreed with your ENS.

Your agreed tariff, if applicable:

Consistent with and subject to the Code:

- You can only be charged other fees and charges if they are explicitly set out in your contract.
- Your tariff rates and other fees and charges can only be adjusted during the contract term if the adjustment methodology is explicitly set out in your contract.

A copy of your contract terms and conditions is attached or can be found here:

4. Who to contact if there is a problem

In the event of a problem with the electricity supply at your property, you can contact your ENS. Your ENS details are:

ENS name:

Contact phone:

Contact name:

Contact email:

Contact name can be the same as the ENS or a person representing the ENS, including a duly-authorized agent acting on behalf of the ENS.

If there are problems with the supply of electricity to your building from the grid (e.g. a blackout of the surrounding area) or if there is an emergency (e.g. a live power line on the ground), please contact your relevant distribution company, which is:

Western Power 13 13 51 www.westernpower.com.au

Horizon Power 13 23 51 www.horizonpower.com.au

Your ENS may ask you to contact another party about some types of customer enquiries, for instance questions about bills and making payments (including if you are experiencing payment difficulties) or questions about technical problems at the building. If so, the relevant contact details are as follows.

However, your ENS is ultimately responsible and you can contact them directly to resolve problems with your electricity supply.

For enquiries about
contact:

, For enquiries about
contact:

Name:

Name:

Contact phone:

Contact phone:

Contact email:

Contact email:

5. Information for residential customers only

Access to concessions

If you are a residential customer and you are eligible for an energy concession, you can access concessions payments via the Energy Concession Extension Scheme (ECES). For more information on eligibility and how to apply for ECES, please see the Department of Finance [website](#).

Renters who pay electricity charges to their landlord

If you are a residential tenant with a lease agreement subject to the *Residential Tenancies Act 1987* and you are charged for electricity **by your landlord** (who may or may not be your ENS), you are only required to pay **usage (or consumption) charges** for electricity. This means that your landlord **cannot charge you a daily supply charge**.

Government of Western Australia
Department of Mines, Industry Regulation
and Safety

Energy Policy WA

Level 1, 66 St Georges Terrace
Perth Western Australia 6000

Telephone: (08) 6551 4600

Online

Website: www.energy.wa.gov.au

Email: EPWA-info@dmirs.wa.gov.au

Mailing address

Locked Bag 100
East Perth WA 6892

National Relay Service: 13 36 77

Translating and Interpreting Service (TIS) 13 14 50

This publication is available in other formats
on request to assist people with special needs.