



Department of **Energy, Mines,  
Industry Regulation and Safety**  
Energy Policy WA

# SHARING THE POWER

## **On-site Power Supply Arrangements (OPSA)**

Proposed Alternative Electricity Service  
(AES) Code obligations

22 FEBRUARY 2024



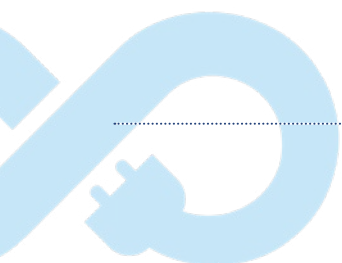
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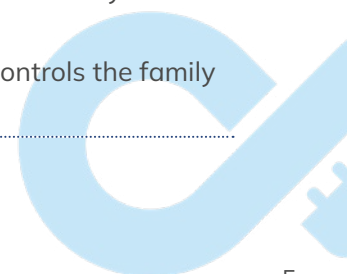
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# Definitions

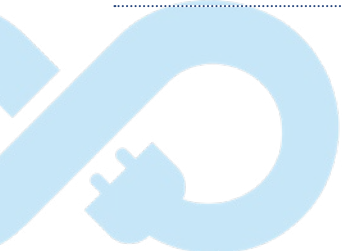
Term	Definition
<b>Appropriately Qualified Medical Practitioner</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) within the Perth metropolitan area –               <ul style="list-style-type: none"> <li>(i) a specialist medical practitioner; or</li> <li>(ii) a hospice doctor; or</li> <li>(iii) a medical practitioner working in a specialist department of a hospital; or</li> </ul> </li> <li>(b) outside the Perth metropolitan area –               <ul style="list-style-type: none"> <li>(i) a specialist medical practitioner; or</li> <li>(ii) a hospice doctor; or</li> <li>(iii) a medical practitioner working in a specialist department of a hospital; or</li> <li>(iv) a doctor or general practitioner.</li> </ul> </li> </ul>
<b>Basic Living Needs</b>	<p>includes payments for:</p> <ul style="list-style-type: none"> <li>(a) rent or mortgage; and</li> <li>(b) utilities (for example, gas, phone and water); and</li> <li>(c) food and groceries; and</li> <li>(d) transport (including petrol and car expenses); and</li> <li>(e) childcare and school fees; and</li> <li>(f) clothing; and</li> <li>(g) medical and dental expenses.</li> </ul>
<b>Billing Cycle</b>	means the regular recurrent period in which a Customer receives a bill from an OPS Service Provider.
<b>Billing Data</b>	means information contained in or relating to bills that have been issued to a Customer by an OPS Service Provider.
<b>Business Day</b>	means a day other than a Saturday, a Sunday or a public holiday in Western Australia.
<b>Code</b>	means this OPS Code of Practice as amended from time to time.
<b>Covered Network</b>	has the meaning in section 3 of the <i>Electricity Industry Act 2004</i> (WA).
<b>Customer</b>	<p>means a person who:</p> <ul style="list-style-type: none"> <li>(a) is sold Electricity by an OPS Service Provider for the purpose of consumption at a premises; or</li> <li>(b) is entitled to consume, or may be entitled to consume, some or all Electricity at a premises from an OPS System, under a contractual agreement with the OPS Service Provider (which may include the provision of other services),</li> </ul> <p>who consumes not more than 160MWh of Electricity in any 12 month period.</p>



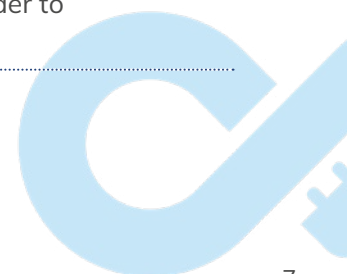
Term	Definition
<b>Customer Details</b>	means the identifying details and information relating to a person including their name, email address, Supply Address and whether the person is an individual or body corporate.
<b>Direct Debit Service Agreement</b>	means the contractual arrangement required by Law outlining a payment arrangement between a Customer and OPS Service Provider directly from a nominated bank account.
<b>Disclosure Statement</b>	means the document referred to in clause 4.1.
<b>Distribution System</b>	means Electricity infrastructure used, or to be used, for, or in connection with, or to control, the transportation of Electricity at nominal voltages that are less than the prescribed voltage.
	<b>Note – the prescribed voltage is currently set at 66kV.</b>
<b>Electricity</b>	includes electrical energy of any kind however produced, stored, transported or consumed.
<b>Embedded Network</b>	means a Distribution System that: <ul style="list-style-type: none"> <li>(a) is located on a Property; and</li> <li>(b) supplies Electricity to at least one Customer who is not a person in control of the Distribution System, or related to a person in control of the Distribution System; and</li> <li>(c) is supplied with Electricity by another Distribution System operated by another person; and</li> <li>(d) is not part of a Covered Network.</li> </ul>
<b>Embedded Network Seller or ENS</b>	means the person responsible for the supply of electricity to end users in an Embedded Network and determined in accordance with the Voluntary Embedded Networks Code of Practice as amended from time to time.
<b>Emergency</b>	means the actual or imminent occurrence of an event that: <ul style="list-style-type: none"> <li>(a) in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security in any Distribution System, including an Embedded Network, connected directly or indirectly to an OPS System; or</li> <li>(b) destroys or damages, or threatens to destroy or damage, any property.</li> </ul>
<b>Existing OPSA</b>	means an OPSA which is on foot as at the date the OPS Service Provider is required to comply with the Code.
<b>Family Violence</b>	means: <ul style="list-style-type: none"> <li>(a) violence, or a threat of violence, by a person towards a family member of the person; or</li> <li>(b) any other behaviour by the person that coerces or controls the family member or causes the member to be fearful.</li> </ul>



Term	Definition
<b>Financial Hardship</b>	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 OPS Service Provider without affecting the Customer's ability to meet the Basic Living Needs of the Customer or a dependent of the Customer.
<b>Grid</b>	means the Distribution System which is directly connected to and supplies a Supply Address.
<b>GST</b>	means the Goods and Services Tax as defined in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) as amended from time to time.
<b>Interrupt/Interruption</b>	means the temporary unavailability of the supply of Electricity from the OPS System to a Customer.
<b>Law</b>	means: <ul style="list-style-type: none"> <li>(a) all acts of Parliament for the time being in force and all subsidiary legislation as amended from time to time; and</li> <li>(b) all codes, ordinances, local laws, by-laws, orders, judgements, licences, rules, permits, agreements or requirements of any government agency.</li> </ul>
<b>Life Support Equipment</b>	means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme.
<b>Membership</b>	means an arrangement that allows a Customer to become a member or shareholder of the OPS Service Provider, a related entity, or a third party that holds a contract with the OPS Service Provider and/or entitles the Customer to consume, or enter into an arrangement to consume, some or all of the Electricity produced by an OPS System in exchange for paying the OPS Service Provider a membership fee either once off or periodically. As a member the Customer may then also make periodical payments to own or consume the Electricity produced by the OPS System.
<b>Meter</b>	means a device which measures and records Electricity production, consumption and export as relevant, and includes an OPS Meter. <div style="border: 1px solid black; border-radius: 10px; padding: 5px; margin-top: 10px; background-color: #e6f2ff;"> <p><b>Note – an inverter may meet this definition.</b></p> </div>
<b>New OPSA</b>	means an OPSA which is entered into, or amended, on or after the date an OPS Service Provider is bound by the Code.
<b>Non-residential Customer</b>	means a Customer that is not a Residential Customer.
<b>NWIS</b>	means the North West Interconnected System.
<b>On-site Power Supply Agreement (OPSA)</b>	means an agreement between an OPS Service Provider and a Customer to provide an OPS Service, which must be in writing.
<b>On-site Power Supply Meter (OPS Meter)</b>	means a Meter used to measure and record Electricity produced and/or stored by an OPS System.



Term	Definition
<b>On-site Power Supply Service (OPS Service)</b>	<p>means a service that entitles a person to consume some or all of the Electricity produced and/or stored by an OPS System pursuant to an OPSA, that may include, but is not limited to:</p> <ul style="list-style-type: none"> <li>(a) purchasing Electricity on a cent per kilowatt hour basis; and/or</li> <li>(b) an entitlement to consume Electricity through a Subscription; and/or</li> <li>(c) a service or services provided pursuant to a Membership.</li> </ul>
<b>On-site Power Supply Service Provider (OPS Service Provider)</b>	<p>means a person who provides, or offers to provide, an OPS Service to a Customer.</p>
<b>On-site Power Supply System (OPS System)</b>	<p>means a system that:</p> <ul style="list-style-type: none"> <li>(a) produces and/or stores Electricity that a Customer is entitled to use, even if that entitlement does not apply to all Electricity produced and/or stored and/or does not apply at all times;</li> <li>(b) is connected behind the SWIS or NWIS and installed: <ul style="list-style-type: none"> <li>(i) at the Supply Address; or</li> <li>(ii) at the Property on which the Embedded Network which supplies the Supply Address is located, and</li> </ul> </li> <li>(c) is owned and controlled by a person or persons other than the Customer or owner of the Supply Address,</li> </ul> <p>but does not include a system that is provided by a company on a finance or capital lease basis pursuant to an Australian Financial Services Licence or Australian Credit Licence.</p>
<b>Payment Plan</b>	<p>means an interest-free and fee-free plan or other arrangement between the OPS Service Provider and the Customer to pay any amounts owing to an OPS Service Provider while permitting the Customer to continue consumption of Electricity.</p>
<b>Property</b>	<p>means a parcel of land and includes:</p> <ul style="list-style-type: none"> <li>(a) a part of a parcel of land; and</li> <li>(b) 2 or more parcels of land with common boundaries that are constituted, owned or occupied as 1 property.</li> </ul>
<b>Relevant Consumer Representative</b>	<p>means a person who may reasonably be expected to represent the interests of Residential Customers who are experiencing difficulties in paying their bills or Financial Hardship and includes financial counsellors.</p>
<b>Residential Customer</b>	<p>means a Customer who consumes Electricity solely for domestic use.</p>
<b>Standard Form Document</b>	<p>means a document referred to in clause 4.2 in a form approved by the Coordinator of Energy.</p>
<b>SWIS</b>	<p>means the South West Interconnected System.</p>
<b>Subscription</b>	<p>means an arrangement where payment of specified amount/s periodically on a regular recurrent basis is required in order to be a Customer.</p>



Term	Definition
<b>Supply Address</b>	means the premises to which an OPS Service is supplied or provided to a Customer.
<b>Verifiable Consent</b>	means consent that is given to an OPS Service Provider: <ul style="list-style-type: none"><li>(a) expressly; and</li><li>(b) in writing or orally; and</li><li>(c) by a Customer or a nominated person competent to give the consent on the Customer's behalf; and</li><li>(d) after the OPS Service Provider 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></ul>





# 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 and related services to Customers by an OPS Service Provider.

## 1.2 Inconsistencies with the Code

- (a) An OPS Service Provider must not enter into a New OPISA which contains a term which is inconsistent with an obligation in the Code, unless:
  - (i) the term is required by Law; or
  - (ii) the OPS Service Provider can comply with the term as well as the obligation in the Code.<sup>1</sup>
- (b) Subject to clause 1.3, where an Existing OPISA contains a term which is inconsistent with an obligation in the Code, the OPS Service Provider 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 comply with the relevant obligation in the Code.
- (c) Where a Law requires the OPS Service Provider to act in a manner that is inconsistent with the Code, the OPS Service Provider does not have to comply with the relevant obligation in the Code to the extent of the inconsistency.

## 1.3 Exemption for Existing OPISA

- (a) An Existing OPISA and an OPS Service Provider (to the extent the obligation relates to a provision in the Existing OPISA) will not be required to comply with the clauses of this Code set out in clause 1.3(b) until such time as the earlier of:
  - (i) the amendment of the OPISA; and
  - (ii) [6 months – subject to stakeholder feedback] from the date of operation of the Code.
- (b) The clauses of this Code to which clause 1.3(a) applies to are:
  - (i) [subject to stakeholder feedback]

**Note – the application of this clause 1.3 is still to be determined and is subject to feedback from stakeholders**

# 2. General obligations

## 2.1 Responsibility for marketing agents and third-party contractors

- (a) An OPS Service Provider must ensure that a marketing agent or third-party engaged by the OPS Service Provider complies with this Code as if the relevant provisions of the Code applied to the marketing agent or third-party.
- (b) If a marketing agent, or third-party engaged by an OPS Service Provider to act on its behalf, does something or omits to do something that, if done or omitted to be done by the OPS Service Provider, would be a breach of this Code, then it is taken to be a breach of this Code by the OPS Service Provider.

<sup>1</sup> For example, the term contained in the New OPISA requires the OPS Service Provider to adhere to a stricter standard than the term in the Code.



## 3. Marketing conduct

### 3.1 Contact for the purposes of marketing

- (a) An OPS Service Provider, when contacting a Customer or potential Customer for marketing purposes, must:
  - (i) as soon as practicable provide each Customer or potential Customer with information that clearly identifies the OPS Service Provider including its contact details, website address and ABN;
  - (ii) comply with any clearly visible signs at any premises that indicate canvassing is not permitted or that no advertising or similar material is to be left; and
  - (iii) provide contact details of the Energy and Water Ombudsman.
- (b) The contact details provided under clause 3.1(a)(i) must include a telephone number the Customer or potential Customer can use to discuss any quotation provided by or on behalf of the OPS Service Provider and/or make general enquiries, verifications and complaints during normal business hours.
- (c) An OPS Service Provider who meets with a Customer or potential Customer face to face for the purpose of marketing must wear a clearly visible and legible identification card, that includes an identifying photograph, the name of the person and the name of the OPS Service Provider.

## 4. Information

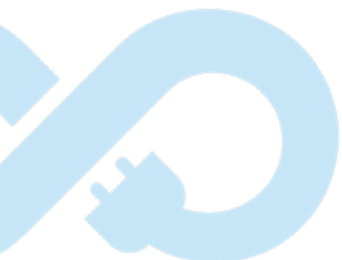
### 4.1 Disclosure Statement

An OPS Service Provider must provide or arrange for each Customer to be provided with a written copy of a completed Disclosure Statement before the Customer signs an OPSA.

### 4.2 Contents of a Disclosure Statement

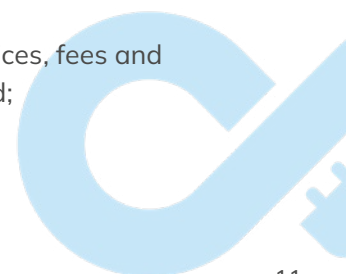
The completed Disclosure Statement must include the following information in a clear and easy to understand style and format:

- (a) that the OPSA is separate, and additional to, the Customer's contract with their electricity retailer or ENS for the supply of Electricity from the Grid;
- (b) the process by which the OPS Service Provider will facilitate connection of the OPS System;
- (c) the applicable Laws governing the supply of Electricity to the Customer by the OPS Service Provider and a statement that the OPS Service Provider is subject to this Code and to the Australian Consumer Law;
- (d) any accreditation, authorisation or licences held by the OPS Service Provider required by Law;
- (e) how to access the internal complaints handling procedure of the OPS Service Provider and information about the operation and availability of the Energy and Water Ombudsman;
- (f) a summary of the access required by the OPS Service Provider to the premises for any regular maintenance and/or possible removal of the OPS System;
- (g) the duration and commencement date of the OPSA, and the Customer's rights and options at the end of the OPSA, including if the premises is sold or the Customer moves out of the premises;





- (h) a summary of the main rights and obligations of the Customer and the OPS Service Provider under the OPSA, including termination of, and variations to, the OPSA;
- (i) the circumstances under which the Customer is required to, or obtains a right to, purchase the OPS System and a description of the cost of doing so (which may be in the form of a depreciated schedule);
- (j) an overview of what happens if the OPSA is novated or assigned by the OPS Service Provider to a third party, including:
  - (i) how and when each Customer will be informed;
  - (ii) how and when the updated contact details of the new OPS Service Provider will be provided to the Customer;
  - (iii) that the OPSA terms, other than the counterparty, will stay the same; and
  - (iv) that the Customer will still be able to refer complaints or disputes to the Energy and Water Ombudsman;
- (k) who is liable for any damage caused to the OPS System;
- (l) who is liable where the OPS System causes damage to property owned by the Customer or another third party;
- (m) the following costs, prices, fees and charges payable by the Customer:
  - (i) the estimated costs under the OPSA over the first 12 months of the agreement (and how this was calculated);
  - (ii) the per unit price for Electricity (where applicable) and any Subscription fees, Membership fees or charges payable by the Customer pursuant to the OPSA (if applicable);
  - (iii) any periodic payments payable by the Customer under the OPSA, the frequency of those periodic payments (for instance weekly, fortnightly, monthly or annual); and
  - (iv) any other fees and charges (such as late payment fees and early termination fees) that may be charged under the OPSA or required to be paid;
- (n) how and when any prices, fees and charges may be varied;



- (o) the available payment options and the format and frequency of bills to be given to the Customer;
- (p) the method used to calculate any estimated cost savings or cost comparisons;
- (q) the type and accuracy of the OPS Meter;
- (r) the name and contact details of the person responsible for the maintenance of and/or repairs to the OPS System;
- (s) how Electricity produced by the OPS System but not consumed by the Customer is treated;
- (t) whether the Customer has an entitlement to consume all Electricity produced or stored by the OPS System, and if not, a clear summary as to what Electricity the Customer is not entitled to consume or the circumstances in which they are not entitled to consume Electricity produced or stored by the OPS System;
- (u) whether or not the Customer has full control over the OPS System output or whether the OPS Service Provider or another third party can externally control the output;
- (v) in circumstances where the output can be externally controlled by the OPS Service Provider, the OPS Service Provider must:
  - (i) explain the circumstances under which external control will occur and provide an estimate of how often this may happen in any given year (i.e. a maximum number of occurrences);
  - (ii) outline the practical impact on the Customer (i.e. unable to charge a battery and the potential financial impact);
  - (iii) detail any estimated impact on the life of the OPS System;
  - (iv) outline whether the Customer will receive any compensation or whether the Customer will incur penalties should the OPS System be 'offline' during a control event; and
  - (v) whether the Customer will receive any notification before, during or after, the control event;
- (w) a summary of the circumstances in which Interruptions may occur and when they are resolved; and
- (x) whether the OPS System can provide a backup for the supply of Electricity to the Customer from the Grid, and if so, whether that back up can be relied upon if a person residing at the premises requires Life Support Equipment.

**Note – the content that needs to be included in the Disclosure Statement is still to be determined and is subject to feedback from stakeholders. All information in the Disclosure Statement will also need to be included in the contractual terms of the OPSA.**

### 4.3 Standard Form Documents

- (a) If this Code requires an OPS Service Provider to make available or provide information or a document to a Customer then, if Energy Policy WA publishes a Standard Form Document, the OPS Service Provider 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 4.3(a):
  - (i) obliges Energy Policy WA to publish a Standard Form Document; or
  - (ii) requires an OPS Service Provider to provide a Standard Form Document or restricts or limits the way an OPS Service Provider may satisfy the requirement to make available or provide information to a Customer.

### 4.4 Format of information to be given under the Code

- (a) Other than a Disclosure Statement and an OPSA, if this Code requires an OPS Service Provider to make available or provide information to a Customer, this requirement will be satisfied by the OPS Service Provider:

- (i) referring the Customer to the information on the website of the OPS Service Provider;
  - (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 under this Code, the OPS Service Provider 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 under this Code, including a Disclosure Statement and an OPISA, must be written in a clear, simple and concise manner and in a format that makes it easy for the Customer to understand.

## 4.5 General publishing requirements

An OPS Service Provider must publish general information about this Code and how to obtain a copy of the Code, through a publicly available electronic format.



## 5. OPISA requirements

### 5.1 Obligation for a written copy

Before a Customer enters into an OPISA, the OPS Service Provider must provide the Customer with a written copy of the OPISA.

### 5.2 Content of an OPISA

- (a) An OPISA must specify:
- (i) any rights the Customer may have to rescind the OPISA during a cooling-off period and the charges that may apply;
  - (ii) the scope of the Code, that the OPS Service Provider, third party engaged by an OPS Service Provider or marketing agent must comply with the Code, and how the Customer may access the Code;
  - (iii) how Financial Hardship assistance will be provided;
  - (iv) how financial assistance will be provided to Residential Customers experiencing Family Violence;
  - (v) the internal complaints handling procedure and information about the operation and availability of the Energy and Water Ombudsman; and
  - (vi) information about how the OPISA operates, this Code and how the Customer may access the OPS Service Provider's multi-lingual services that can assist Customers with a speech or hearing impediment.
- (b) An OPISA must be consistent with and include all of the information required to be contained in the Disclosure Statement.

**Note – the content that needs to be included in the Disclosure Statement is still to be determined and is subject to feedback from stakeholders. If it is determined that some matters do not need to be included in the Disclosure Statement, there may instead be a requirement to include them in the OPISA.**

## 6. Metering

### 6.1 General

- (a) An OPS Service Provider must ensure that each OPS System includes an OPS Meter.
- (b) Where the amount payable by a Customer is based on the Customer's consumption of Electricity produced and/or stored by an OPS System, an OPS Service Provider must ensure that the OPS System includes a Meter to measure and record the amount of Electricity produced and/or stored by an OPS System that is consumed by the Customer.
- (c) A meter, including an OPS Meter, must comply with:
  - (i) any applicable specification/s or guidelines (including any transitional arrangements) specified by the National Measurement Institute under the *National Measurement Act 1960* (Cth); and
  - (ii) any other applicable standard required by Law.

### 6.2 Testing

If a Customer requests a test of a Meter, the OPS Service Provider must test the Meter within a reasonable time. The OPS Service Provider may only charge the Customer a fee for testing the Meter if the test determines the Meter is not faulty and if the fee is no more than the reasonable cost of testing the Meter.

### 6.3 Access

An OPS Service Provider must provide a Customer with access to a Meter referred to in clause 6.1(b) and the OPS Meter upon request so that a Customer can verify a Meter read.

## 7. Billing

### 7.1 Billing Cycle and format

- (a) An OPS Service Provider must issue a bill to a Customer corresponding to each regular payment required under a Subscription (if applicable) or at least once every 60 days, unless the OPS Service Provider and the Customer agree otherwise and the OPS Service Provider has obtained the Customer's Verifiable Consent to a longer billing cycle.
- (b) An OPS Service Provider and a Customer may agree for bills, some or all of the contents of a bill under clause 7.3 and/or Billing Data to be provided to the Customer through a mobile application or an electronic communication portal instead of a paper or electronic bill.

### 7.2 Payment

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

### 7.3 Contents of a bill

A bill must set out:

- (a) the Customer's address;
- (b) the Customer Details and, if applicable, the Customer's account number or unique identifier;
- (c) the identification number of the OPS Meter and any Meter referred to in clause 6.1(b);
- (d) the start and end date of the supply period;
- (e) the number of days covered by the bill;
- (f) the number of units of Electricity produced and/or stored by the OPS System and, where a Meter referred to in clause 6.1(b) is installed, the Customer's consumption or estimated consumption of Electricity in units from the OPS System, for the supply period;



- (g) the applicable price for Electricity, including any fees and charges and the total amount payable by the Customer;
- (h) for any amount referred to in clause 7.3(g) or 7.3(k), whether or not it is inclusive or exclusive of GST and the amount of GST payable;
- (i) enough information for the Customer to be able to check the calculation of the amount due<sup>2</sup>;
- (j) the amount of any arrears or credit;
- (k) the amount of any other fees or charges and details of the service provided or basis of those fees or charges;
- (l) the date:
  - (i) by which the bill must be paid, which must be at least 7 days from the date of issue; or
  - (ii) when any amounts due will be automatically debited pursuant to any Direct Debit Service Agreement;
- (m) a summary of the available payment methods;
- (n) 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 hardship policy and family violence policy of the OPS Service Provider;
- (o) a telephone number, email address and, if applicable, website link for billing and payment enquiries, where to direct a complaint and dispute resolution resources;
- (p) the legal name (including ABN), trading name (if relevant) and contact details of the OPS Service Provider; and

<sup>2</sup> 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.

- (q) if applicable:
  - (i) details of payments made under a Payment Plan that has not been completed;
  - (ii) details of the total amount outstanding under the Payment Plan;
  - (iii) a statement that an additional fee may be imposed to cover the costs of late payment from the Customer under the Payment Plan; and
  - (iv) how the Customer may access multi-lingual and other access services that can assist Customers with a speech or hearing impediment.
- (c) Where an OPS Service Provider has estimated a bill, the OPS Service Provider must include on the bill or in a document accompanying the bill, a statement that the bill is based on an estimate of consumption and/or production or storage, and the method the OPS Service Provider used to determine the estimate.
- (d) A Customer may, at any time, request that an OPS Service Provider perform a reading of an OPS Meter.
- (e) If a OPS Meter reading pursuant to clause 7.4(d) is outside of the standard schedule for the reading of the relevant OPS Meter, an OPS Service Provider may charge the Customer a reasonable fee.

## 7.4 Basis of bill

- (a) An OPS Service Provider must use reasonable endeavours to read an OPS Meter and prepare a bill in accordance with the Billing Cycle for the Customer.
- (b) If a Customer is charged for an OPS Service based on the number of units of Electricity consumed and/or produced or stored, an OPS Service Provider may estimate a bill if the OPS Service Provider is not able to read the OPS Meter but only after using reasonable endeavours to do so.

## 7.5 Billing Data

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





## 7.6 Review of bill

- (a) If a Customer requests a review of a bill, the OPS Service Provider must review the bill within a reasonable time after receiving the request.
- (b) An OPS Service Provider must inform a Customer of the outcome of a review requested under clause 7.6(a) as soon as practicable after it is completed.

## 7.7 Undercharging

If an OPS Service Provider has undercharged a Customer, the OPS Service Provider may only recover the amount undercharged in the 12 months prior to the date on which the OPS Service Provider notified the Customer that the undercharging had occurred and may not charge any interest or late payment fees on the amount undercharged.

## 7.8 Overcharging

- (a) If an OPS Service Provider has overcharged a Customer, the OPS Service Provider must use its best endeavours to inform the Customer within 10 Business Days of the OPS Service Provider becoming aware of the overcharge.
- (b) An OPS Service Provider must credit a Customer's account or repay the Customer the overcharged amount within 12 Business Days after informing the Customer and in accordance with any reasonable direction provided by the Customer.
- (c) If the overcharged amount is more than \$100, a Customer may request that overcharged amount is repaid directly to the Customer rather than credited to the Customer's account, and the OPS Service Provider must comply with such a request.

# 8. Price

## 8.1 Information on price

- (a) An OPS Service Provider must ensure that an OPSA with the Customer sets out:
  - (i) the prices or Subscription fees or charges that are payable by a Customer;
  - (ii) any other fees and charges that may be payable by a Customer, including any Membership fees;
  - (iii) when the OPS Service Provider may vary the prices, fees and charges; and
  - (iv) an explanation of how the prices, fees and charges may be varied.
- (b) An OPS Service Provider must give or make available to a Customer on request, at no charge, reasonable information on the OPS Service Provider's prices, fees or charges, including any alternative prices that may be available to that Customer.
- (c) An OPS Service Provider must give a Customer written notice at least 5 Business Days' in advance of any variation to its prices, fees or charges that affect the Customer.

## 8.2 Restrictions on price

- (a) An OPS Service Provider may only:
  - (i) charge a Customer the prices, fees and charges that are set out in the OPSA with the Customer; and
  - (ii) escalate or amend any prices, fees and charges where the right to do so, and the method of the escalation or variation, is set out in the OPSA with the Customer.

## 8.3 When a change takes effect

Any change in a Customer's prices, fees or charges may only take effect from the next Billing Cycle, unless agreed otherwise between the Customer and the OPS Service Provider.

## 9. Financial Hardship

### 9.1 Customers experiencing Financial Hardship

- (a) Where a Residential Customer has been assessed as being in Financial Hardship by a Relevant Consumer Representative, and the Customer has informed an OPS Service Provider of the assessment, then the OPS Service Provider must treat that Residential Customer as experiencing Financial Hardship.
- (b) Where a Residential Customer informs an OPS Service Provider that it is experiencing Financial Hardship but this has not been confirmed by a Relevant Consumer Representative, an OPS Service Provider 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 as determined in accordance with this clause 9.1, an OPS Service Provider must inform the Residential Customer of its hardship policy.

### 9.2 Non-residential Customers

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

### 9.3 Obligation to have a hardship policy

- (a) An OPS Service Provider must develop, maintain and implement a hardship policy to assist Residential Customers experiencing Financial Hardship to meet their financial obligations and responsibilities to the OPS Service Provider.
- (b) An OPS Service Provider must comply with requirements of the OPS Service Provider contained in its hardship policy.

### 9.4 Minimum requirements of a hardship policy

A hardship policy must, at a minimum:

- (a) require the OPS Service Provider to offer a Residential Customer experiencing Financial Hardship additional time to pay an amount due;
- (b) require the OPS Service Provider to offer a Residential Customer experiencing Financial Hardship a Payment Plan;
- (c) require the OPS Service Provider 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 available to Residential Customers from the OPS Service Provider;
  - (ii) a statement that a Residential Customer may also be able to receive hardship assistance from their electricity retailer or ENS; and
  - (iii) information on the availability of financial counselling services and access to Relevant Consumer Representatives;
- (e) be available on the website of the OPS Service Provider; and
- (f) include a statement specifying how the OPS Service Provider will treat information disclosed by a Residential Customer to the OPS Service Provider and the information held by the OPS Service Provider in relation to a Residential Customer.

### 9.5 Standard Form Document

A hardship policy may be a Standard Form Document, which can be adopted by an OPS Service Provider to comply with clause 9.3.



## 10. Family Violence

### 10.1 Residential Customers affected by Family Violence

Where:

- (a) a Residential Customer advises an OPS Service Provider that they are affected by Family Violence; or
- (b) an OPS Service Provider has reason to believe a Residential Customer is affected by Family Violence,

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

### 10.2 Written evidence of Family Violence not required

An OPS Service Provider must not require written evidence of Family Violence from a Residential Customer.

### 10.3 Obligation to have a Family Violence policy

- (a) If an OPS Service Provider 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 OPS Service Provider.
- (b) An OPS Service Provider must comply with the requirements of the OPS Service Provider contained in its Family Violence policy.

### 10.4 Minimum requirements of a Family Violence policy

A Family Violence policy must, at a minimum:

- (a) require the OPS Service Provider to offer a Residential Customer affected by Family Violence additional time to pay an amount due;



- (b) require the OPS Service Provider to offer a Residential Customer affected by Family Violence a Payment Plan;
- (c) require the OPS Service Provider 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 OPS Service Provider in respect of a Residential Customer affected by Family Violence to:
  - (i) advise the Residential Customer that the OPS Service Provider must take reasonable steps to protect a Residential Customer's information if a Residential Customer requests the OPS Service Provider to do so;
  - (ii) take reasonable steps to establish a safe method of communication with the Residential Customer and if a method of communication proposed by a Residential Customer is not reasonably practicable, to offer an alternative method of communication;
  - (iii) keep a record of any method of communication that has been agreed between the OPS Service Provider and a Residential Customer; and
  - (iv) use any agreed method of communication for the purposes of providing information required by this Code;
- (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 OPS Service Provider or another person acting on behalf of the OPS Service Provider;
- (f) require the OPS Service Provider 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 a Residential Customer affected by Family Violence;
- (g) provide that the OPS Service Provider will take into account the circumstances of a Residential Customer affected by Family Violence before disconnecting the OPS System or repossessing the OPS System for failure to pay an amount owed; and
- (h) be available on the website of the OPS Service Provider.

## 10.5 Standard Form Document

A Family Violence policy may be a Standard Form Document, which can be adopted by an OPS Service Provider to comply with clause 10.3.

# 11. Interruptions and disconnection of an OPS System

## 11.1 Having regard to Financial Hardship and Family Violence policies

When considering whether to disconnect an OPS System, an OPS Service Provider must have regard to:

- (a) its obligations to Residential Customers experiencing Financial Hardship or Family Violence; and
- (b) if a person who requires Life Support Equipment resides at the Customer's address, whether that person relies on the OPS System as part of managing the impact of outages or disruptions to the Customer's supply of Electricity from the Grid.

## 11.2 Disconnection for failure to pay a bill

- (a) Before disconnecting an OPS System for failure to pay a bill, an OPS Service Provider must:
  - (i) give the Customer a written reminder notice that includes the OPS Service Provider's telephone number for billing and payment enquiries and, if the Customer is a Residential Customer, a statement as to the availability of the OPS Service Provider's hardship policy and Family Violence policy;
  - (ii) use its best endeavours to contact the Customer to advise of the proposed disconnection; and
  - (iii) give at least 5 Business Days' written notice before disconnecting the OPS System and a statement as to the availability of the OPS Service Provider's complaints and dispute resolution procedure.

- (b) If the OPS Service Provider has complied with the process in clause 11.2(a) and the bill is still not paid in full then, subject to clause 11.2(c), the OPS Service Provider may disconnect the OPS System in accordance with the disconnection warning provided in clause 11.2(a)(iii).
- (c) An OPS Service Provider must not disconnect or remove an OPS System for failure to pay a bill:
  - (i) if the Customer has agreed a Payment Plan or other payment arrangement with the OPS Service Provider in respect of the bill and the Customer is adhering to its obligations to make payments under the Payment Plan or arrangement; or
  - (ii) if the Customer has complained to the OPS Service Provider or an external dispute resolution body about the bill and the complaint has not been resolved.

## 11.3 Interruption for Emergency

If the supply of Electricity from the OPS System is Interrupted as a result of an Emergency, the OPS Service Provider must:

- (a) notify the Customer in writing as soon as practicable after the Interruption occurs, of the reason for the Interruption, and provide an estimate of the duration of the 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 from the OPS System to the Customer as soon as practicable.



## 11.4 Planned or unplanned Interruptions and disruption to supply of Electricity from the Grid

- (a) In relation to a disruption, an OPS Service Provider must:
  - (i) use best endeavours to limit any disruption to the supply of Electricity to a Customer from the Grid during the installation, maintenance or removal of the OPS System;
  - (ii) if an OPS Service Provider has advance notice that a disruption to the supply of Electricity to a Customer from the Grid is required, or will be occurring, the OPS Service Provider must:
    - (A) notify the Customer in writing of the disruption at least 3 Business Days in advance;
    - (B) notify the Customer in writing of the reason for the disruption; and
    - (C) notify the Customer in writing of a contact telephone number or email address if the Customer has any questions; and
- (b) In relation to an Interruption, an OPS Service Provider must:
  - (i) use best endeavours to limit any Interruption;
  - (ii) if an OPS Service Provider has advance notice that an Interruption is required or will be occurring the OPS Service Provider must:
    - (A) notify the Customer in writing of the Interruption at least 3 Business Days in advance;
    - (B) notify the Customer in writing of the reason for the Interruption; and
    - (C) notify the Customer in writing of a contact telephone number or email address if the Customer has any questions;
  - (iii) if an OPS Service Provider does not have advance notice that an Interruption is required, the OPS Service Provider must:
    - (A) notify the Customer in writing of the Interruption as soon as practicable after becoming aware of the Interruption;



- (B) notify the Customer in writing of the reason for the Interruption; and
- (C) provide an estimate of the duration of the Interruption and a contact telephone number or email address if the Customer has any questions; and
- (iv) use best endeavours to restore the supply of Electricity from the OPS System to the Customer as soon as practicable.
- (c) If the supply of Electricity from an OPS System will be Interrupted for a day or more, the OPS Service Provider must provide an indicative estimate of the financial impact that the Interruption will have on the Customer arising from the Customer needing to source Electricity from the Grid.
- (d) If an OPS Service Provider has advance notice that either:
  - (i) the supply of Electricity from the Grid or the OPS System to the Customer, or both, need to or will be either disrupted or Interrupted for any reason; and
  - (ii) the OPS Service Provider is aware that a person residing at the Customer's premises requires Life Support Equipment.

The OPS Service Provider 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 premises, that notice of the disruption and/or Interruption has been received.

## 12. Reconnection

### 12.1 Reconnection

- (a) If an OPS Service Provider has disconnected an OPS System for a 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 OPS Service Provider, the OPS Service Provider must arrange for reconnection of the OPS System.
- (b) The obligation in clause 12.1(a) is subject to the Customer requesting reconnection and paying any reasonable fee charged by the OPS Service Provider for reconnection or agreeing to an offer made by the OPS Service Provider of a Payment Plan in respect of the fee.
- (c) The OPS Service Provider must arrange for reconnection of the OPS System under this clause 12.1 within 2 Business Days.



## 13. Dispute Resolution

### 13.1 Obligation to establish complaints and dispute resolution procedure

Subject to clause 13.6 and clause 13.7, an OPS Service Provider must develop, maintain and implement a complaints and dispute resolution procedure in accordance with this clause 13 using its best endeavours to comply with Australian/New Zealand Standard 10002:2022.

### 13.2 Standard complaints and dispute resolution procedure

A complaints and dispute resolution procedure must at a minimum set out:

- (a) how complaints and disputes may be lodged with the OPS Service Provider by a Customer;
- (b) how complaints and disputes will be handled by the OPS Service Provider, including by specifying:
  - (i) the right of a Customer to have a complaint or dispute considered by a senior employee of the OPS Service Provider if a Customer is not satisfied with the manner in which the complaint or dispute is being handled; and
  - (ii) the information that the OPS Service Provider is required to provide to a Customer including to comply with the requirements in clauses 13.3 and 13.4;
- (c) the response times for the handling of complaints or disputes by the OPS Service Provider;
- (d) the method by which the OPS Service Provider will notify a Customer of its response and the outcome of a complaint or dispute; and
- (e) the process and contact details for the Customer to escalate a complaint to the Energy and Water Ombudsman.

### 13.3 Process for dealing with complaints and disputes

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

### 13.4 Notification of complaint outcome

- (a) Unless a Customer has advised an OPS Service Provider that their complaint or dispute has been resolved in a manner acceptable to the Customer, the OPS Service Provider must inform the Customer of the outcome of the complaint and the reasons for the outcome.
- (b) An OPS Service Provider must inform a Customer that if they are not satisfied with the outcome of the complaint, the Customer may escalate the dispute to the Energy and Water Ombudsman and the process to do this.
- (c) If an OPS Service Provider receives a complaint or dispute that does not relate to its functions, the OPS Service Provider must advise the complainant of the entity that the OPS Service Provider reasonably considers to be the appropriate entity to deal with the complaint or dispute (if known) and if possible, refer the complaint or dispute to the entity.





### 13.5 Billing disputes

- (a) If a complaint or dispute relates to a bill, the OPS Service Provider must reconsider the bill and inform the Customer of the outcome within a reasonable time.
- (b) If a Customer disagrees with the outcome of the OPS Service Provider notified under clause 13.5(a), the OPS Service Provider must inform the Customer that it may escalate the dispute in accordance with its complaints and dispute resolution procedure.

### 13.6 Existing complaints and dispute resolution procedure

Where under a Law an OPS Service Provider is required to have in place a procedure for dealing with complaints and disputes that meets the requirements of clause 13.2, then the OPS Service Provider is not required to develop, maintain and implement a separate complaints and dispute resolution procedure for the purposes of this Code.

### 13.7 Standard Form Document

A complaints and dispute resolution procedure may be a Standard Form Document, which can be adopted by an OPS Service Provider to comply with clause 13.1.

## 14. Life Support Equipment

### 14.1 Requirement to record Life Support Equipment

- (a) If a Customer provides an OPS Service Provider with evidence from an Appropriately Qualified Medical Practitioner that a person residing at the Customer's premises requires Life Support Equipment, the OPS Service Provider must record and keep a register of this.
- (b) An OPS Service Provider must have in place a system and processes to ensure that the Contact Details for a Customer who has provided evidence that a person residing at their premises requires Life Support Equipment are kept up to date including, at a minimum, confirming the information with the Customer at least annually.
- (c) An OPS Service Provider must have regard to the impact on a Customer who has provided evidence that a person residing at their premises requires Life Support Equipment when considering whether to Interrupt or disconnect the supply of Electricity to the Customer, especially if the Interruption or disconnection requires disruption to the supply of Electricity to the Customer from the Grid.

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