



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

SHARING THE POWER

Voluntary Embedded Networks Code of Practice

A voluntary code of practice developed
in conjunction with and to inform
the proposed Alternative Electricity
Services registration framework

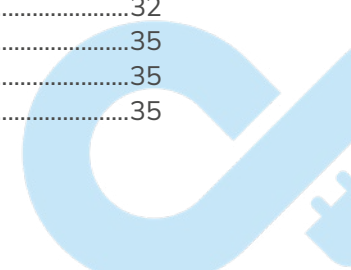
22 FEBRUARY 2024

Note: This voluntary Code 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.

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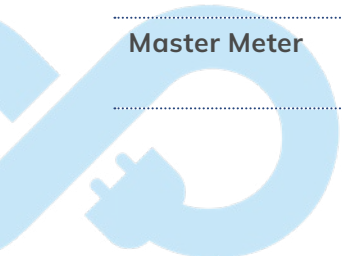


Definitions

Term	Definition
Alternate Supply	means a direct supply of Electricity from the SWIS or NWIS (as applicable) to a Customer from a person other than the ENS through a Master Meter pursuant to clause 3.2.
Appropriately Qualified Medical Practitioner	means: <ul style="list-style-type: none"> (a) within the Perth metropolitan area – <ul style="list-style-type: none"> (i) a specialist medical practitioner; or (ii) a hospice doctor; or (iii) a medical practitioner working in a specialist department of a hospital; or (b) outside the Perth metropolitan area – <ul style="list-style-type: none"> (i) a specialist medical practitioner; or (ii) a hospice doctor; or (iii) a medical practitioner working in a specialist department of a hospital; or (iv) a doctor or general practitioner.
Basic Living Needs	includes payments for – <ul style="list-style-type: none"> (a) rent or mortgage; and (b) utilities (for example, gas, phone and water); and (c) food and groceries; and (d) transport (including petrol and car expenses); and (e) childcare and school fees; and (f) clothing; and (g) medical and dental expenses.
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 by an ENS.
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 (WA)</i> , as applicable, and which amounts are inclusive of GST.
Code	means this <i>Voluntary Embedded Networks Code of Practice</i> as amended from time to time.
Concession	means a concession, rebate, subsidy or grant available to Residential Customers related to the supply of Electricity.
Covered Network	has the meaning in section 3 of the <i>Electricity Industry Act 2004 (WA)</i> .

Term	Definition
Customer	<p>means a person who:</p> <p>(a) is sold Electricity, by an ENS for the purpose of consumption; or</p> <p>(b) is entitled to be sold Electricity, or may be entitled to be sold Electricity, by an ENS for the purpose of consumption,</p> <p>at a Supply Address and who consumes not more than 160MWh of Electricity in any 12 month period.</p>
Customer Details	<p>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.</p>
Default Flat Rate Tariff	<p>has the meaning set out in clause 7.2.</p>
Direct Debit Service Agreement	<p>means the contractual arrangement required by Law outlining a payment arrangement between a Customer and ENS directly from a nominated bank account.</p>
Distributed Energy Resources or DER	<p>means small scale devices that either use, generate or store electricity installed at a Property, including but not limited to solar photovoltaic panels, batteries and electric vehicle chargers.</p>
Disclosure Statement	<p>means the document referred to in clause 4.1 and attached at Annexure A.</p>
Distribution System	<p>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.</p> <p>Note – the prescribed voltage is currently set at 66kV.</p>
Electricity	<p>includes electrical energy of any kind however produced, stored, transported or consumed.</p>
Eligible Customer	<p>means a Customer who consumes or could reasonably be expected to consume an amount of Electricity that is more than 50MWh in any 12 month period.</p> <p>Note – an eligible customer will be one whose estimated consumption is more than 50MWh in any 12 month period but less than 160MWh in any 12 month period (meaning they are a contestable small use customer).</p>
Embedded Network	<p>means a Distribution System that:</p> <p>(a) is located on a Property; and</p> <p>(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</p> <p>(c) is supplied with Electricity by another Distribution System operated by another person; and</p> <p>(d) is not part of a Covered Network.</p>

Term	Definition
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 a Distribution System, including an Embedded Network connected directly or indirectly to the Embedded Network; or (b) destroys or damages, or threatens to destroy or damage, any property.
EV Supply	means a supply of Electricity by an ENS to a Customer that is separately metered for the sole purpose of charging an electric vehicle.
Existing Supply Agreement	means a Supply Agreement which is on foot as at the date an ENS undertakes to comply with the Code.
Family Violence	means: <ul style="list-style-type: none"> (a) violence, or a threat of violence, by a person towards a family member of the person; or (b) 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 Distribution System which is directly connected to and supplies an Embedded Network.
GST	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.
Interrupt/Interruption	means the temporary unavailability of the supply of Electricity from the Embedded Network to a Customer.
Interval Meter	means a Meter which measures, records and retains the relevant information in either 5 minute or 30 minute intervals.
Law	means: <ul style="list-style-type: none"> (a) all acts of Parliament for the time being in force and all subsidiary legislation as amended from time to time; and (b) all codes, ordinances, local laws, by-laws, orders, judgements, licences, rules, permits, agreements or requirements of any government agency.
Life Support Equipment	means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme.
Master Meter	means a Meter at the point or points at which an Embedded Network connects to the Grid or other Distribution System.



Term	Definition
Meter	means a device which measures and records Electricity production, consumption and export as relevant, and includes the Master Meter and Customer Meters (as that term is defined in clause 5.1).
New Supply Agreement	means a Supply Agreement which is entered into, or amended, on or after the date an ENS is bound by the Code.
Non-residential Customer	means a Customer that is not a Residential Customer.
NWIS	means the North West Interconnected System.
Payment Plan	means an interest-free and fee-free plan or other arrangement between the ENS and the Customer to pay any amounts owing to an ENS while permitting the Customer to continue consumption of Electricity.
Property	means a parcel of land and includes: <ul style="list-style-type: none"> (a) a part of a parcel of land; and (b) 2 or more parcels of land with common boundaries that are constituted, owned or occupied as 1 property.
Relevant Consumer Representative	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.
Renewable Source	means a generation source capable of producing Electricity which is naturally replenished and includes electricity supplied or purchased that is GreenPower accredited.
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 (WA)</i> or "Tariff A2" as described in the <i>Energy Operators (Regional Power Corporation) (Charges) By-laws 2006 (WA)</i> , as applicable, and which amounts are inclusive of GST.
Standard Form Document	means a document referred to in clause 4.2 in a form approved by the Coordinator of Energy.
SWIS	means the South West Interconnected System.
Supply Address	means the premises within an Embedded Network to which Electricity was, is or may be, supplied to a Customer by an ENS.
Supply Agreement	means a contractual agreement between an ENS and a Customer containing 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 and related services to Customers by an Embedded Network Seller (ENS).

1.2 Inconsistencies with the Code

- (a) An ENS must not enter into a New Supply Agreement 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 Agreement 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 comply with the relevant obligation in the Code.
- (c) Where a Law requires the ENS 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.

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

2. Embedded Network Sellers

2.1 Limit on Embedded Network Sellers

An Embedded Network:

- (a) must only have one ENS; and
- (b) is not required to have an ENS where Electricity transported through the Embedded Network is either:
 - (i) not sold or intended to be sold to Customers; or
 - (ii) sold or intended to be sold to Customers, where the supply of Electricity is incidental to goods or services sold to the Customer and is not separately charged.

Note – Subclause (b) means entities which supply electricity through an Embedded Network but do not charge for it will not be required to register as an ENS. It also means an entity such as a hotel operator, which supplies electricity to a customer, but only as an incidental service to the provision of the room, would not be required to register as an ENS.

2.2 Embedded Network Seller

Subject to clause 2.3, an ENS is the person responsible for the supply of Electricity to Customers in an Embedded Network, and the 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 from the Grid at a Master Meter for the Embedded Network; or
- (b) the person that has notified the Coordinator of Energy in writing that it agrees to be bound by the Code and is approved by the Coordinator of Energy as the ENS for an Embedded Network 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 would otherwise be the ENS under clause 2.2(a).
- (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.
- (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.

2.4 Responsibility for third party contractors

- (a) An ENS must ensure that a marketing agent or third-party engaged by the ENS 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 ENS to act on its behalf, does something or omits to do something that, if done or omitted to be done by the ENS, would be a breach of this Code, then it is taken to be a breach of this Code by the ENS.



3. General Obligations

3.1 Supply of Electricity

- (a) An ENS must have a Supply Agreement with each Customer within the Embedded Network for which they are the ENS, and subject to the terms and conditions of this Code and the Supply Agreement, supply Electricity to 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 each Customer in writing to the Supply Address that they have become the ENS in relation to that Supply Address; and
 - (ii) provide each 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 a person residing at the Supply Address still requires Life Support Equipment.

3.2 Alternate Supply

- (a) This clause applies where an Eligible Customer requests an Alternate Supply.
- (b) An ENS must not prevent, or prohibit, an Eligible Customer from making a request to obtain or obtaining an Alternate Supply, provided that the reasonable costs associated with obtaining that supply are paid for by the Eligible Customer, including costs relating to altering the Master Meter and other metering installation costs and the associated electrical works to enable the Alternate Supply.
- (c) If, in order for a Customer to obtain an Alternate Supply, an application is required to be made to Western Power or Horizon Power (as relevant), the ENS must either make the application, or request that the necessary person makes the required application to Western Power or Horizon Power (as relevant) to facilitate an Alternate Supply for the Customer.
- (d) In complying with clause 3.2(c), the ENS must:
 - (i) use best endeavours to obtain any necessary consents and approvals from all relevant parties in order to make the application; and
 - (ii) obtain the Verifiable Consent of the Customer where required by Law; and



- (iii) facilitate any reasonable works that may be necessary (at the cost of the Eligible Customer) and provide access to third parties to the Embedded Network as reasonably required to facilitate the Alternate Supply to the Customer's Supply Address.
- (e) For the purposes of this clause 3.2, obtaining an Alternate Supply, includes undertaking preliminary investigations the reasonable cost of which may be charged to the Eligible Customer after notification by an ENS of their potential liability.

Note – Clause 3.2 is designed to start a conversation between the ENS and the Eligible Customer about alternative supply given contestability does not currently extend to Eligible Customers located in embedded networks in Western Australia. It is acknowledged that the costs and practical barriers to installing a separate master meter are likely to be prohibitive in many circumstances.

4. Information

4.1 Disclosure Statement

- (a) An ENS must provide or arrange for each Customer to be provided with a written copy of a completed Disclosure Statement prior to supplying Electricity to that Customer.
- (b) If that is not possible, an ENS must at a minimum and as soon as possible, give the completed Disclosure Statement to the Customer no later than the time the Customer receives the first bill.
- (c) The completed Disclosure Statement must be provided in the format published by Energy Policy WA.

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 a Disclosure Statement required to be provided under 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; or
 - (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) Other than a Disclosure Statement or a Supply Agreement, 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;
 - (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 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 under this Code, including a Disclosure Statement and a Supply Agreement, 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 this Code, through a publicly available electronic format.

5. Metering

5.1 General

- (a) An ENS must ensure that each Supply Address which is supplied by the ENS has an individual Meter (**Customer Meter**), unless:
 - (i) as at the date the Code is published, the Supply Address was connected to a supply of Electricity but was not separately metered; and
 - (ii) the Supply Address has not been separately metered at any date since the date this Code was published.
- (b) A Customer Meter installed after the date this Code is published 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.



5.2 Types of Meters

- (a) An ENS must advise a Customer on request, at no charge, of:
 - (i) the type of Customer Meter installed at the Supply Address, including whether or not it is an Interval Meter; and
 - (ii) whether any other type of Meter may be installed as the Customer Meter, and if so, any costs the Customer would incur to change the Customer Meter; and
- (b) If a Customer is an Eligible Customer, the ENS must advise the Eligible Customer, on request, at no charge, of the obligations of the ENS under clause 3.2.

5.3 Request for Interval Meter

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

5.4 Testing

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

5.5 Access

Where the Customer does not have access to the Customer Meter, an ENS must provide a Customer with access to the Customer Meter upon request so that a Customer can verify Meter reads.

6. Billing

6.1 Billing Cycle and format

- (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.
- (c) An ENS and a Customer may agree for bills, some or all of the contents of a bill under clause 6.3 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.

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 Customer 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 Electricity consumption or estimated consumption in units, for the supply period;

- (g) the applicable tariff for Electricity supply, including any fees and charges and the total amount payable by the Customer;
- (h) in respect of any amount on the bill, 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;²
- (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 ENS;
- (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 ENS;
- (q) 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;
- (r) information on Concessions available to Residential Customers; and
- (s) how the Customer may access multi-lingual and other access services that can assist Customers with a speech or hearing impediment.

6.4 Basis of bill – metered Supply Address

- (a) An ENS must use reasonable endeavours to read a Customer Meter and prepare a bill in accordance with the Billing Cycle for the Customer.
- (b) An ENS may estimate a bill if the ENS is not able to read the Meter but only after 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, a statement that the bill is based on an estimate of consumption and the method the ENS used to determine the estimate.
- (d) A Customer may, at any time, request that an ENS read the Customer Meter.
- (e) An ENS must read the Customer Meter where:
 - (i) a Customer moves out of a Supply Address; or
 - (ii) a Customer moves into a Supply Address and is being supplied Electricity by the ENS.
- (f) If a Meter reading pursuant to clause 6.4(d) or clause 6.4(e) is outside of the standard schedule for the reading of a relevant Customer Meter, an ENS may charge the Customer 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.

6.5 Basis of bill – unmetered Supply Address

Where the Supply Address is not separately metered and does not have a Customer Meter, 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 requests 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.

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) An ENS must inform a Customer of the outcome of a review requested under clause 6.7(a) 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 and may not charge any interest or late payment fees on the amount undercharged.

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 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 the overcharged amount is repaid directly to the Customer, rather than being credited to the Customer's account, and the ENS must comply with such a request.



7. Tariffs and prices

7.1 Information on tariffs and prices

- (a) An ENS must ensure that a Supply Agreement 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 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.
- (c) An ENS must give a Customer written notice at least 5 Business Days' in advance of any variation to its tariffs, fees or charges that affect the Customer.

7.2 Restrictions on tariffs and prices

- (a) An ENS may only:
 - (i) charge a Customer the tariffs, fees and charges that are set out in the Supply Agreement with the Customer; and
 - (ii) escalate or amend any tariffs, fees and charges where permitted under Law and the right to do so, and the method of the escalation or variation, is set out in the Supply Agreement with the Customer.

- (b) An ENS must offer a Default Flat Rate Tariff to a Residential Customer that has:
 - (i) a fixed charge that is charged daily for an amount that is equal to or less than the fixed charge component of the Residential Tariff; and
 - (ii) a usage or consumption charge that is charged per unit of Electricity that is equal to or less than the per unit charge for metered consumption under the Residential Tariff.
- (c) An ENS must offer a Default Flat Rate Tariff to a Non-residential Customer that comprises:
 - (i) a fixed charge that is charged daily for an amount that is equal to or less than the fixed charge component of the Business Tariff; and
 - (ii) a usage or consumption charge that is charged per unit of Electricity that is equal to or less than the per unit charge for metered consumption under the Business Tariff.
- (d) The fixed daily supply charge component of the Default Flat Rate Tariff must include all fees and charges in relation to the supply of Electricity to the Customer other than, if permitted under this Code:
 - (i) a charge for metered consumption;
 - (ii) a fee for reading the Meter outside of the Billing Cycle (if applicable);
 - (iii) a fee for testing the Meter as contemplated by clause 5.4;
 - (iv) a fee for connecting or reconnecting the Supply Address;
 - (v) a fee for disconnecting the Supply Address;

³ For example, if the price is varied by shadowing changes to a regulated tariff, the tariff specified in the Disclosure Statement and Supply Agreement might say for example, 10% discount on the Residential Tariff (the A1 tariff), and the discounted tariff will adjust when the Residential Tariff changes. However, if the ENS does not intend to shadow changes to the Residential Tariff or the Business Tariff and a different method is used to adjust the price (such as CPI each quarter or an annual escalation factor), the Disclosure Statement and the Supply Agreement must disclose this and the method to be used by the ENS.

- (vi) a late payment fee or interest where the Customer has not paid their bill by the due date; and
- (vii) any fees the ENS is charged by a financial institution in respect of the Customer paying, or failing to pay, a bill.

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 structure or price⁴

An ENS and a Customer may at any time agree in writing to a different tariff structure to the Default Flat Rate Tariff or price for the supply of Electricity to the Customer provided that the Customer has a right to opt out of that agreed different tariff structure or price at any time, without penalty, and revert to the Default Flat Rate Tariff offered by the ENS at that time.

7.4 When a change takes effect

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



7.5 Electric vehicle charging in Embedded Networks

- (a) This clause applies if a Customer receives an EV Supply.
- (b) An ENS is not required to offer a Customer a Default Flat Rate Tariff with respect to an EV Supply.
- (c) An ENS may charge a Customer that receives an EV Supply in addition to a general supply of Electricity from the ENS an additional fixed daily supply charge for the EV Supply, however, this amount must not exceed the amount of the fixed charge for an additional dwelling under the Residential Tariff.
- (d) An ENS may constrain down the supply of Electricity within the Embedded Network in respect of an EV Supply.
- (e) An ENS must disclose to the Customer if it will constrain down the supply of Electricity in respect of an EV Supply and the times at which supply will be constrained down.

Note – The amount referred to in clause 7.5(c) is currently set at 43.9179 cents per day for each additional dwelling (inclusive of GST).

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

7.6 Embedded Network wholly supplied with Electricity from Renewable Sources

- (a) This clause applies if an Embedded Network is wholly supplied with Electricity from Renewable Sources.
- (b) The components of the Default Flat Rate Tariff offered to a Customer may be increased by the amount of the reasonable additional costs (if any) payable by the ENS to supply the Electricity from Renewable Sources.
- (c) Prior to commencing supply of Electricity to a Customer, the ENS must disclose to the Customer that:
 - (i) the Embedded Network is wholly supplied with Electricity from Renewable Sources; and
 - (ii) the Default Flat Rate Tariff available to the Customer may reflect the additional costs associated with the supply of Electricity from Renewable Sources.
- (d) An ENS must provide to the Customer details of the basis of any amounts by which the Default Flat Rate Tariff is increased under clause 7.6(b) to supply the Electricity from Renewable Sources on request, and, where reasonably required, provide auditable written evidence.



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, and the Customer has informed an ENS of the assessment, then the ENS must treat that Residential Customer as experiencing Financial Hardship.
- (b) Where a Residential Customer informs an ENS that they are experiencing Financial Hardship, but this has not been confirmed by a Relevant Consumer Representative, 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 as determined in accordance with this clause 8.1, an 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 a 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 requirements of the ENS contained in its hardship policy.

8.4 Minimum requirements of a 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 an amount due;
- (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 access to Relevant Consumer Representatives;
- (e) be available on the website of the ENS; and
- (f) include a statement specifying how the ENS will treat information disclosed by a Residential Customer to the ENS and the information held by the ENS in relation to a Residential Customer.

8.5 Standard Form Document

A hardship policy may be a Standard Form Document, which can be adopted by an ENS to comply with clause 8.3.



9. Family Violence

9.1 Residential Customers affected by Family Violence

Where:

- (a) a Residential Customer advises an ENS that they are affected by Family Violence; or
- (b) an 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 of Electricity to a Residential Customer affected by Family Violence is not disconnected by the ENS 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;
 - (ii) the disconnection is requested by the Residential Customer;
 - (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 a Residential Customer.

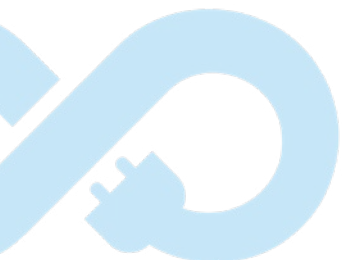
9.4 Obligation to have Family Violence policy

- (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 contained in its Family Violence policy.

9.5 Minimum requirements of a 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 an amount due;
- (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 to:
 - (i) 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;
 - (ii) 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;
 - (iii) keep a record of any method of communication that has been agreed between the ENS and the 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 ENS or another person acting on behalf of the ENS;
- (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 a Residential Customer affected by Family Violence;
- (g) provide that the ENS will take into account the circumstances of a Residential Customer affected by Family Violence before disconnecting the supply of Electricity to a Residential Customer affected by Family Violence for failure to pay an amount owed; and
- (h) be available on the website of the ENS.

9.6 Standard Form Document

A Family Violence policy may be a Standard Form Document, which can be adopted by an ENS to comply with clause 9.4.



10. Disconnection and Interruptions

10.1 Disconnection

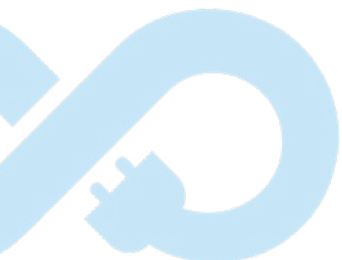
An ENS may disconnect a supply of Electricity to a Customer at a Supply Address in the following circumstances:

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

10.2 Disconnection for failure to pay a bill

- (a) Before disconnecting the supply of Electricity to a Customer at a Supply Address for a failure to pay an amount owed, 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 hardship policy and family violence policy of the ENS; 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 complaints and dispute resolution procedure of the ENS.
 - (b) If an ENS has complied with the process in clause 10.2(a) and the amount owed is not paid in full then, subject to clause 10.2(c), the ENS may disconnect the supply of Electricity in accordance with the disconnection warning provided in clause 10.2(a)(iii).
 - (c) An ENS must not disconnect the supply of Electricity to a Customer at a Supply Address for failure to pay a bill:
 - (i) when clause 9.2 applies;
 - (ii) if Life Support Equipment is registered as being required by a person residing at the Supply Address;
 - (iii) if the Customer has agreed a Payment Plan or other payment arrangement with the ENS in respect of the amount owed and the Customer is adhering to its obligations to make payments under the Payment Plan or payment arrangement; or
 - (iv) if the Customer has complained to the ENS, or an external dispute resolution body, about the amount owed and the complaint has not been resolved.



10.3 Disconnection for denying access to the Customer Meter

- (a) Where:
- (i) a Customer has denied access to the Customer Meter for at least 9 consecutive months; and
 - (ii) at least once after that period an ENS has:
 - (A) provided the Customer with at least 5 Business Days' written notice of the next scheduled read of the Customer Meter;
 - (B) advised the Customer that the ENS may disconnect the supply of Electricity to the Customer if the Customer fails to provide access to the Customer Meter; and
 - (C) given the Customer an opportunity to provide reasonable alternative access arrangements, and, if after that time access to the Customer Meter is still denied, then subject to clause 10.3(b), the ENS may disconnect the supply of Electricity to the Customer at the Supply Address provided that:
 - (iii) the ENS has used its best endeavours to contact the Customer prior to disconnection to advise of the ENS's ability to disconnect the supply of Electricity to the Customer 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 Customer Meter:
- (i) when clause 9.2 applies;
 - (ii) if Life Support Equipment is registered at as being required by a person residing at the Supply Address;

- (iii) where the Customer has provided access to the Customer Meter or is attempting to provide access to the Customer 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.

10.4 Disconnection or Interruption for Emergency

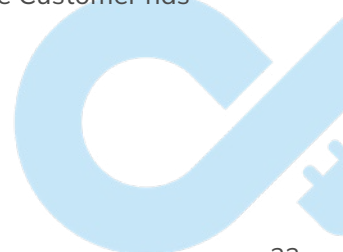
If an ENS disconnects or Interrupts the supply of Electricity to a Customer at a Supply Address as a result of an Emergency, the ENS must:

- (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 at the Supply Address as soon as possible.

10.5 Planned or unplanned Interruptions

If the supply of Electricity to a Customer at a 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 notify the Customer in writing of the Interruption at least 3 Business Days in advance of the Interruption and the notice must provide:
 - (i) the reason for the Interruption; and
 - (ii) a contact telephone number or email address if the Customer has any questions;

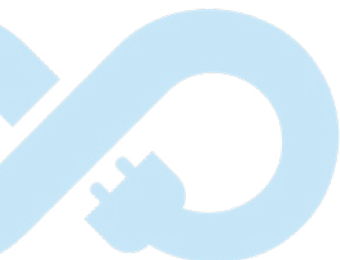


- (b) if the ENS has advance notice that the Interruption is required and a person residing at the Supply Address requires Life Support Equipment, in addition to clause 10.5(a), the ENS must, unless expressly requested by a Customer not to do so, use best endeavours to obtain acknowledgement from the 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 notify the Customer in writing of the Interruption as soon as practicable after the Interruption occurs and the notice must provide:
 - (i) the reason for the Interruption (if known); and
 - (ii) 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 at the Supply Address as soon as possible.

11. Reconnection

11.1 Reconnection

- (a) If an ENS has disconnected the supply of Electricity to a Customer at a Supply Address due to:
 - (i) the Customer's failure to pay an amount owed, 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 supply of Electricity at the Supply Address provided that the Customer has requested reconnection and paid any reasonable fee charged by the ENS for reconnection 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 under clause 11.1(a) within 2 Business Days.



12. Dispute Resolution

12.1 Obligation to establish complaints and dispute resolution procedure

Subject to clause 12.6 and clause 12.7, an 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 Australian/New Zealand Standard 10002:2022.

12.2 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 ENS by Customers;
- (b) 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;
- (c) the response times for the handling of complaints or disputes by the ENS; and
- (d) the method by which the ENS will notify a Customer of its response and the outcome of a complaint or dispute.

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,
 - (iii) in accordance with the complaints and dispute resolutions procedure of the ENS.
- (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 Notice of complaint outcome

- (a) Unless a Customer has advised an ENS that the complaint or dispute has been resolved in a manner acceptable to the Customer, the 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 complainant of the entity that the ENS 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.

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, 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 of the ENS notified under clause 12.5(a), the ENS must inform the Customer that it may escalate the 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, which can be adopted by an ENS to comply with clause 12.1.

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 and processes to ensure that the Customer Details for a Customer who has provided evidence that a person residing at their Supply Address 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 to the point of connection to the SWIS or the NWIS (as applicable), in writing, that a person residing at a Supply Address within the Embedded Network requires Life Support Equipment; and
 - (B) provide a copy of the confirmation to the licensed electricity retailer along with the notification.
- (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 to the point of connection to the SWIS or the NWIS (as applicable), for the Embedded Network, in writing; and
- (ii) remove the Supply Address from the register kept by the ENS in accordance with Clause 13.1(b).

13.3 Obligation to pass on request for medical confirmation

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



14. Request to offset supply of 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 of the Electricity supplied to the Customer's Supply Address with Electricity generated by Renewable Sources, the ENS must use reasonable endeavours to facilitate that request including, but not limited to negotiating with the entity who supplies Electricity to the ENS for the Embedded Network for the supply of Electricity from Renewable Sources.

14.2 Customer to pay reasonable costs

- (a) Where a request is made by the Customer in accordance with clause 14.1 or clause 14.4, the ENS and the Customer must agree the method to facilitate the request and the Customer must pay any reasonable costs incurred by the ENS directly related to offsetting the relevant supply of Electricity as per the request.
- (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 offset costs as part of the tariff structure, and the Customer subsequently opts out of that tariff at any time in accordance with clause 7.3(b) to revert 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 form part of the agreed tariff structure pursuant to clause 14.2(b)(ii).

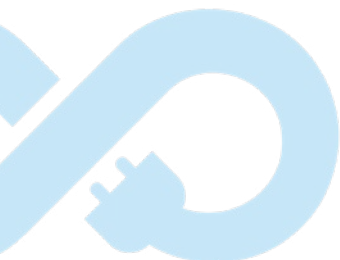
14.3 Auditable written evidence

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 relevant supply of Electricity in accordance with the request of the Customer and this clause 14; and
- (b) details of the basis of any additional costs charged that are directly related to offsetting 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 to 14.3 will apply as if the references to offsetting of the relevant supply of Electricity were references to the other characteristics or criteria of the relevant supply of Electricity.



15. DER assets not owned by a Customer

If DER assets are installed at an Embedded Network, that are:

- (a) not owned by a Customer; and
- (b) the Customer receives no financial benefit from the DER assets,

an ENS must not include any term in the Supply Agreement permitting the ENS to:

- (c) charge the Customer any fee to maintain, repair or insure the DER assets; and/or
- (d) require that the Customer maintain or repair at its own costs or maintain a policy of insurance for the DER assets.



Annexure A – Disclosure Statement

Disclosure Statement – Electricity supply in an Embedded Network

This Disclosure Statement is to be completed and given to each 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.

Supply Address:

ENS name including ACN and ABN (if applicable):

Customer name:

1. How electricity is supplied to you

Your supply address is at a property that is part of an embedded network.

What is an embedded network?

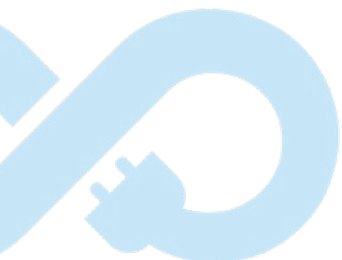
An embedded network is a private electricity distribution system or network on a property or parcel of land that supplies electricity to people on that property and which is connected and supplied with electricity by another electricity distribution system, usually the network operated by Western Power or Horizon Power. Embedded networks are connected and supplied through a “master meter” which measures the electricity supplied for the whole property. The operator of the embedded network buys electricity to supply the whole property and on-sells that electricity to the individual customers at each supply address that is on the property and part of the embedded network. This person is known as the **Embedded Network Seller**, or **ENS**.

What does that mean?

Your ENS will supply your electricity under a supply agreement and you will pay your ENS for the supply of electricity. There is only one ENS per embedded network. If you are supplied electricity through an embedded network you generally will not have an account with a licensed electricity retailer (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](#). Your ENS has committed to supply you with electricity in accordance with the Code. You can also ask your ENS for a copy of the Code.

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



2. Measurement of electricity

Consumption of electricity at your supply address:

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

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. In most cases, the default flat rate tariff cannot be more than a regulated tariff rate⁵. However, if your property is supplied entirely by electricity generated by renewable sources and clause 7.6 of the Code applies, your default flat rate tariff may be higher but only by the reasonable additional cost to supply electricity from 100% renewable sources.

The current **default flat rate tariff** is:

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

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

If this box is checked, your ENS supplies electricity from 100% renewable sources and clause 7.6 of the Code applies.

You and your ENS may agree to a different tariff structure at any time. The different tariff structure agreed may be higher than the default flat rate tariff at some times of day, and lower at other times. You can revert to the default flat rate tariff offered by your ENS at any time without penalty, with the change taking effect from your next billing cycle or as agreed with your ENS.

You have agreed a different tariff structure with your ENS, which is:

[Type N/A if not applicable]

The amounts displayed above are all:

inclusive of GST

exclusive of GST

Consistent with and subject to the Code:

- You can only be charged other fees and charges if they are stated in your supply agreement with the ENS.
- The tariff, fees and charges payable by you under your supply agreement with the ENS can only be adjusted during the supply agreement term if the supply agreement permits this and the adjustment methodology is stated in the supply agreement.

A copy of your supply agreement containing the supply agreement terms and conditions:

is attached

or can be found here:

⁵ Unless clause 7.6 of the Code applies:

- For residential customers, the default flat rate tariff is capped at the regulated A1 Tariff (the standard tariff payable under the Synergy Home Plan (A1)) or A2 Tariff (Horizon Power's standard residential tariff) as applicable.
- For business customers, the default tariff is capped at the regulated L1 Tariff (the standard tariff payable under the Synergy Business Plan) or L2 Tariff (Horizon Power's standard small business tariff) as applicable.

4. Electric vehicle charging through a separate supply and meter

Clause 7.5 (Electric vehicle charging in Embedded Network) of the Code applies.

[if clause 7.5 does not apply, this section can be deleted or strike through the remainder of this section]

Electricity supplied through your electric vehicle meter will be charged at the following rate(s) (in c/kWh):

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

A **usage charge** for electricity consumed, at a rate of _____ c/kWh

The amounts above are inclusive/exclusive of GST. [Strike out which does not apply]

The amounts displayed above are:

inclusive of GST

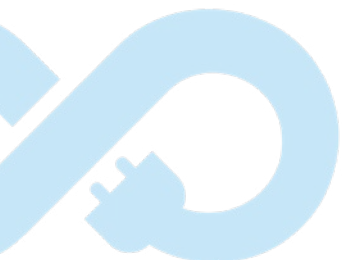
exclusive of GST

The electricity supply for EV charging (and only for EV charging) may be constrained down at the following times or under the following circumstances:

5. Distributed energy resources at the property (e.g. solar panels, batteries and personal electric vehicle chargers)

You are entitled to information about distributed energy resources such as solar panels, batteries and personal electric vehicle (EV) chargers (known as distributed energy resources, or **DER**) at the property and/or your ability to install these types of equipment on your property.

Note – See also clause 15 of the Code.



DER assets installed at the Customer's supply address

<p>The following types of DER are installed at the Customer's supply address (not common property) and owned/operated by or on behalf of the ENS</p>	<p>solar panels battery EV charger other (give details) there is no DER installed at the Customer's supply address</p>	<p>Further details:</p>
<p>The Customer is entitled to personal use of the electricity generated or supplied by the following DER assets installed at the Customer's supply address</p>	<p>solar panels battery EV charger – shared use EV charger – exclusive use other (give details) none of the above</p>	<p>Further details:</p>
<p>Is the Customer responsible for any other costs associated with the DER assets installed at the Customer's supply address (as applicable) (e.g. maintaining, repairing and insuring the DER assets)?</p>	<p>Yes – as specified No</p>	<p>Details of costs:</p>

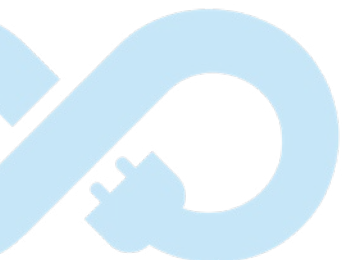
Other DER assets – DER assets of the property owner, third party or the ENS (installed in common areas including shared roof space or parking spaces)

<p>The following types of DER are already installed in common areas (including shared roofspace) at the property</p>	<p>solar panels battery EV charger – shared use EV charger – exclusive use other (give details) none of the above</p>	<p>Further details, including ownership:</p>
<p>Does the Customer receive any entitlement, price benefit or other benefit from any of these DER assets?</p>	<p>Yes – as specified No</p>	<p>Details of benefit:</p>



Customer's ability to install personal DER assets

<p>The Customer is permitted to install or upgrade the following types of DER assets at their supply address and/or car parking space at the property (as applicable)</p>	<p>solar panels</p> <p>battery</p> <p>an EV charger for personal use – permitted location and details of any EV Supply billing arrangements as specified</p> <p>other (give details)</p> <p>none of the above</p>	<p>Further details:</p>
<p>If the Customer produces excess electricity from the Customer DER assets (select option that applies)</p>	<p>excess electricity should not be exported to the Embedded Network and the Customer's meter will be export limited</p> <p>the Customer may export excess electricity to the Embedded Network but will not be compensated for any electricity exported</p> <p>the Customer may export excess electricity to the Embedded Network and the Customer will receive a feed-in tariff – as specified</p> <p>not applicable</p>	<p>Further details and any applicable feed-in tariff (in c/kWh):</p>
<p>If the Customer installs an EV charger for personal use, the following additional limitations apply</p>	<p>the EV Supply may be constrained at some times – as specified</p> <p>a capital contribution is required (e.g. to facilitate connection to the Embedded Network and metering arrangements) – as specified</p> <p>a different tariff applies to the EV Supply – as specified</p>	<p>Further details:</p>



6. Who to contact if there is a problem

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

ENS name:

ENS contact details:

Contact name:

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

Website:

Phone:

Email:

If there are problems with the supply of electricity to your building from the main electricity network (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 the network operator in your area, which is:

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

Your ENS may direct you to contact another party in relation to some types of enquiries, for instance questions about bills and making payments (including if you are experiencing payment difficulties) or questions about technical problems at the building. The relevant contact details of third parties that your ENS may direct you to contact are as follows.

For enquiries about _____ please contact:

Name:

Contact phone:

Contact email:

For enquiries about _____ please contact:

Name:

Contact phone:

Contact email:

However, the ENS is ultimately responsible for electricity supply to your address and you can contact the ENS directly to resolve problems with this supply.



7. Information for residential customers

Access to concessions

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

Renters who pay electricity charges to their landlord

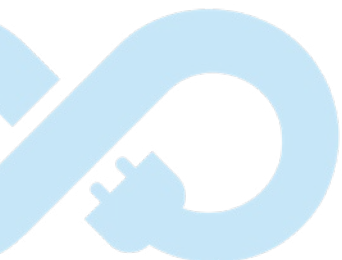
If you are a residential tenant with a lease agreement subject to the *Residential Tenancies Act 1987* (WA) and you are charged for electricity **by your landlord** (who may or may not be an ENS), you are **only required to pay usage (or consumption) charges** for electricity. This means that your landlord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

8. Information for non-residential customers

If you are a tenant with a lease agreement subject to the *Commercial Tenancy (Retail Shops) Agreements Act 1985* (WA), the provisions of that legislation will apply where your landlord (who may or may not be an ENS) seeks to recover from you a proportion for the costs of supply of electricity to the common areas of a shopping centre or group of premises (known as the Electricity Outgoings).

The Code does not apply to the landlord's recovery of the Electricity Outgoings.

You are only required to pay the ENS for the supply of electricity to your tenancy or lot under your electricity supply agreement with your ENS.



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