

Alternative Electricity Services Code of Practice 2027

DRAFT CODE FOR PUBLIC COMMENT

The Government proposes to make the *Alternative Electricity Services Code of Practice 2027*.

This draft code has been prepared for public comment but it does not necessarily represent the Government's settled position.

All submissions must be forwarded to: epwa-aes@deed.wa.gov.au

For further information please see the Department of Energy and Economic Diversification website at www.wa.gov.au/DEED.

Alternative Electricity Services Code of Practice 2027

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Alternative Electricity Services Code of Practice 2027

Issued by the Minister.

Part 1 — Preliminary

1. Citation

This code is the *Alternative Electricity Services Code of Practice 2027*.

2. Commencement

This code comes into operation as follows —

- (a) Part 1 (other than clause 3) — on the day on which this code is published on the WA legislation website;
- (b) the rest of the code — on 1 July 2027.

3. Terms used

- (1) In this code —

ABN means ABN (Australian Business Number) as defined in the *A New Tax System (Australian Business Number) Act 1999* (Cth) section 41;

AES provider means a person registered to provide an alternative electricity service under Part 3A of the Act;

business day means a day other than a Saturday, a Sunday or a public holiday throughout the State;

complaint means an expression of dissatisfaction made to or about a person, related to their products, services, staff or the

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handling of a complaint, for which a response or resolution is explicitly or implicitly expected or legally required;

customer details, of a customer, means —

- (a) the customer's name; and
- (b) the customer's email address; and
- (c) the customer's supply address; and
- (d) whether the customer is an individual or a body corporate;

electricity ombudsman has the meaning given in section 92(1) of the Act;

family violence has the meaning given in the *Restraining Orders Act 1997* section 5A(1);

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

hardship customer means a residential customer identified by the customer's AES provider as a customer experiencing payment difficulties due to financial hardship;

life support equipment has the meaning given in the Small Use Code clause 3;

life support register has the meaning given in clause 52(1);

non-residential customer means a customer who is not a residential customer;

payment plan has the meaning given in clause 4(1);

residential customer means a customer who consumes electricity solely for domestic use;

Small Use Code means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2022*;

supply address, of a customer, means —

- (a) for an OPS AES — the land on which the OPS system used to provide the OPS AES to the customer is or will be installed; or

- (b) for an SPN AES — the address of the premises at which the customer is or will be provided with the SPN AES;

vulnerable customer means a customer affected by family violence.

Note for this subclause:

A word or expression used in this code has the same meaning as it has in the Act. See section 59Y(1) of the Act and the *Interpretation Act 1984* section 44.

- (2) A word or expression used in this code has the same meaning as it has in the *Electricity Industry (Alternative Electricity Services) Regulations 2026*.

Consultation Draft

Part 2 — General requirements

4. Payment plans

- (1) A **payment plan** is an arrangement between an AES provider and a customer for the customer to pay, by periodic instalments, any amounts payable by the customer to the provider for, or in relation to, the provision of an alternative electricity service.
- (2) A payment plan must not include —
 - (a) fees or other charges for the establishment or ongoing administration of the payment plan; or
 - (b) any interest on amounts payable under the payment plan.

5. AES provider must ensure third party complies with code

- (1) In this clause —

AES marketing agent means a person, or a representative, agent or employee of the person, who acts on behalf of an AES provider —

 - (a) for the purpose of obtaining new customers for the provider; or
 - (b) in dealings with existing customers in relation to contracts for the provision of an alternative electricity service.
- (2) An AES provider must ensure that any person engaged by the provider to act on its behalf, including an AES marketing agent, complies with this code as if the code applied to the person.
- (3) Anything done or not done by the person on behalf of the provider, that if done or not done by the provider would be a breach of this code, is taken to be a breach of this code by the provider.

6. Contact for purposes of marketing

- (1) In this clause —
identifying details, of an AES provider, means the provider's name, telephone number and ABN.
- (2) An AES provider must —
 - (a) comply with any clearly visible signs at premises that indicate that —
 - (i) canvassing is not permitted; or
 - (ii) no advertising or marketing material is to be left at the premises;
 - and
 - (b) when contacting a customer or a potential customer for the purposes of marketing, provide —
 - (i) the identifying details of the provider to the customer or potential customer; and
 - (ii) at the request of the customer or potential customer, the contact details of the electricity ombudsman.
- (3) A person who carries out face-to-face marketing for an AES provider must wear a visible and legible identification card displaying the following —
 - (a) the name of the person;
 - (b) a photograph of the person;
 - (c) the name of the provider.

7. Policies must be published on website

- (1) An AES provider that maintains a website must publish the following information on its website —
 - (a) the provider's complaints and dispute resolution procedure;
 - (b) the contact details for the electricity ombudsman;

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- (c) an electronic link to access a copy of this code;
 - (d) if applicable, the provider's hardship policy and family violence policy.
- (2) The provider must, at a customer's request and without charge —
 - (a) send an electronic copy of the information to the customer by an electronic means nominated by the customer; or
 - (b) give a hard copy of the information to the customer.

8. Written information

Written information given to a customer by an AES provider under this code must be —

- (a) expressed in clear, simple and concise language; and
- (b) provided in a format that is easy to read.

Part 3 — OPS AES

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Consultation Draft

Part 4 — SPN AES

Division 1 — Preliminary

9. Terms used

In this Part —

distributed energy resource has the meaning given in clause 31(1);

distributor means the holder of a distribution licence or integrated regional licence;

EV supply means a supply of electricity, under an SPN agreement, that is —

- (a) supplied in addition to, and metered separately from, another supply of electricity by the provider to the customer; and
- (b) supplied solely for the purpose of charging the battery of an electric vehicle;

SPN meter, for a SPN, means a meter used to measure and record electricity consumed within the SPN;

SPN service provider means an AES provider registered to provide an SPN AES under Part 3A of the Act;

standard tariff has the meaning given in clause 22.

Division 2 — SPN service provider requirements

10. Disclosure statement — residential customers

- (1) Before entering into an SPN agreement with a person who will be a residential customer under the SPN agreement, an SPN service provider must give the person a written copy of the disclosure statement set out in Schedule 1.
- (2) Subclause (1) does not apply to a person who, immediately before 1 July 2027, is supplied with electricity within the SPN by the SPN service provider (an ***existing customer***).

- (3) However, an SPN service provider must, on the written request of an existing customer, give the customer a copy of the disclosure statement set out in Schedule 1.
- (4) A copy of the disclosure statement may be given in hard copy or electronic form.

11. Disclosure statement — non-residential customers

- (1) Before entering into an SPN agreement with a person who will be a non-residential customer under the SPN agreement, an SPN service provider must give the person the information set out in Schedule 2.
- (2) Subclause (1) does not apply to a person who, immediately before 1 July 2027, is supplied with electricity within the SPN by the SPN service provider (an *existing customer*).
- (3) However, an SPN service provider must, on the written request of an existing customer, give the customer the information set out in Schedule 2.
- (4) The information may be given in hard copy or electronic form.

12. Content of SPN agreement

- (1) An SPN service provider must ensure that an SPN agreement includes the following information —
 - (a) the information specified in clause 23 in relation to pricing;
 - (b) any other fees or charges that may be payable by the customer under the agreement;
 - (c) whether the customer's supply address is metered or unmetered;
 - (d) the payment options available to the customer;
 - (e) any right of the provider to vary prices, fees or charges, including an explanation of the circumstances in which, and how, they may be varied;

- (f) how the customer's bill will be calculated.

Example for this paragraph:

If the customer's supply address is unmetered, the SPN agreement must set out how the total kWh consumption for the SPN is allocated to the customer's supply address and any other person (for example, by floor area or unit entitlement).

- (2) The SPN agreement must be consistent with, and include all of the information contained in, the disclosure statement given to the customer under —
 - (a) for a residential customer — clause 10; or
 - (b) for a non-residential customer — clause 11.

13. SPN service provider must give customer copy of SPN agreement

An SPN service provider who enters into an SPN agreement with a customer must give to the customer, at no charge, a copy of the SPN agreement when the SPN agreement is entered into.

14. Pricing and charging

- (1) An SPN service provider must, at any time on the request of a customer, give the customer information about the provider's prices, fees and charges.
- (2) An SPN service provider must not charge unreasonable late payment fees for late payment of an amount due under the SPN agreement.
- (3) An SPN service provider must not demand payment of any amount from a customer otherwise than in accordance with —
 - (a) the SPN agreement to which the provider and customer are both parties; or
 - (b) this code.

15. Variation to prices, fees or charges

- (1) An SPN service provider must give a customer notice of any variation of the prices, fees or charges payable by the customer.
- (2) The notice must be given to the customer at least 5 business days before the variation applies.
- (3) The notice must include the following information —
 - (a) the date on which the variation will apply;
 - (b) the customer's existing prices, fees or charges;
 - (c) the customer's prices, fees or charges after the variation applies.
- (4) The variation to the customer's prices, fees or charges must not apply before —
 - (a) the first day of the next billing period after the day on which the notice is given to the customer; or
 - (b) if another day is agreed between the provider and the customer — the agreed day.

16. Obligation to notify customer of change of SPN service provider

- (1) This clause applies if —
 - (a) a person becomes the SPN service provider for an SPN because the person is granted a registration for the SPN AES under Part 3A of the Act; and
 - (b) immediately before the person becomes the provider for the SPN, another person was the provider for the SPN.
- (2) The person must, within 48 hours after becoming the provider for the SPN —
 - (a) give the customer in relation to the SPN written notice that the person is the provider for the SPN; and
 - (b) provide the customer with the name and contact details of the provider; and

- (c) request a copy of the life support register kept by the other person who was the provider for the SPN; and
- (d) if the customer's supply address is included in the life support register — establish whether a person residing at the customer's supply address requires life support equipment.

Division 3 — Metering

17. Installation of meter

- (1) An SPN service provider must ensure that —
 - (a) an SPN meter is connected to a supply address; and
 - (b) at any time when the SPN meter is installed, repaired or replaced, the SPN meter accurately measures the consumption of electricity within the SPN at the supply address.
- (2) The SPN meter must comply with —
 - (a) any applicable specifications or guidelines specified by the National Measurement Institute under the *National Measurement Act 1960* (Cth); and
 - (b) any other applicable standard that the SPN meter is required to comply with under a written law.
- (3) Subclause (1)(a) does not apply in relation to a supply address that was, immediately before 1 July 2027 —
 - (a) supplied with electricity within a SPN; and
 - (b) not connected to an SPN meter.

18. Information about meter types

An SPN service provider must, on the request of a customer, give the customer information about the following —

- (a) the type of meter installed at the customer's supply address, including whether it is an interval meter;

- (b) whether any other type of meter is capable of being installed at the supply address;
- (c) the cost to the customer of the installation of another type of meter.

19. Meter testing

- (1) This clause applies if a customer requests an SPN service provider to test an SPN meter connected to the customer's supply address.
- (2) The provider must —
 - (a) advise the customer of the amount payable to the provider if the test determines that the SPN meter is not faulty; and
 - (b) test the SPN meter no later than 10 business days after the request is made; and
 - (c) keep a record of the result of the test and provide the customer with a copy of the record.
- (3) The test must —
 - (a) determine whether the SPN meter is measuring the consumption of electricity within the SPN at the supply address; and
 - (b) measure the accuracy of the SPN meter.
- (4) If the test determines that the SPN meter is not faulty, the provider may require the customer to pay a reasonable fee for carrying out the test.
- (5) If the test determines that the SPN meter is faulty, the provider must, as soon as reasonably practicable, repair or replace the meter.

20. Requirement to read meter at certain times

An SPN service provider for a customer must, as soon as reasonably practicable, read the customer's SPN meter after —

- (a) the customer first occupies a supply address; and
- (b) the customer vacates a supply address.

21. SPN service provider must read meter on request

- (1) This clause applies if a customer requests an SPN service provider to read the customer's SPN meter.
- (2) Subject to subclause (3), the provider must, as soon as reasonably practicable, read the customer's SPN meter.
- (3) If the SPN meter will be read on a day other than a day on which the meter would have ordinarily been read, the provider —
 - (a) may charge the customer a reasonable fee for the meter reading; and
 - (b) must, before reading the meter —
 - (i) advise the customer of the amount payable for the reading; and
 - (ii) obtain the customer's consent to payment of the amount.

Division 4 — Tariffs and prices

22. Terms used

In this Division —

business 50 to 160 tariff means tariff L3, being the tariff set out in the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006* Schedule 1 clause 2;

business under 50 tariff means tariff L1, being the tariff set out in the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006* Schedule 1 clause 1;

renewable source means the following —

- (a) any generation source that is naturally replenished and capable of producing electricity;
- (b) renewable energy provided by a supplier who is accredited under the National GreenPower Accreditation Program managed by the Department on behalf of the National GreenPower Steering Group;

residential tariff means tariff A1, being the tariff set out in the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006* Schedule 1 clause 6;

special tariff means an amount —

- (a) agreed between an SPN service provider and a customer for the supply of electricity within the SPN; and
- (b) set out in the SPN agreement between the customer and the provider;

standard tariff means a tariff comprising —

- (a) for a non-residential customer who consumes no more than 50 MWh of electricity within the SPN in any 12-month period —
 - (i) a fixed daily supply charge that does not exceed the fixed charge daily rate of the business under 50 tariff; and
 - (ii) a per unit charge for metered consumption that does not exceed the per unit charge for metered consumption under the business under 50 tariff;
- or
- (b) for a non-residential customer who consumes more than 50 MWh, but no more than 160 MWh of electricity within the SPN in any 12-month period —
 - (i) a fixed daily supply charge that does not exceed the fixed charge daily rate of the business 50 to 160 tariff; and

- (ii) a per unit charge for metered consumption that does not exceed the per unit charge for metered consumption under the business 50 to 160 tariff;

or

- (c) for a residential customer —
 - (i) a fixed daily supply charge that does not exceed the fixed charge daily rate of the residential tariff; and
 - (ii) a per unit charge for metered consumption that does not exceed the per unit charge for metered consumption under the residential tariff.

23. SPN agreement must specify tariff

- (1) An SPN service provider must ensure that an SPN agreement specifies the following —
 - (a) the tariff that applies in relation to the customer;
 - (b) if a special tariff applies in relation to the customer —
 - (i) the amount of the special tariff, including an itemised list of all components of the tariff, such as fees and charges; and
 - (ii) the standard tariff that will apply in relation to the customer if the customer opts out of the special tariff (if applicable).
- (2) The standard tariff may be specified by reference to —
 - (a) the amount of the standard tariff; or
 - (b) the relevant by-law in which the standard tariff is set out.

24. Standard tariff

- (1) An SPN service provider must calculate the charges payable by a small use customer for the supply of electricity in accordance

with the standard tariff unless clause 25 applies in relation to the customer.

- (2) The fixed daily supply charge component of the standard tariff must include all fees and charges in relation to the supply of electricity to the customer other than the following —
- (a) a charge for metered consumption;
 - (b) a fee for testing a SPN meter charged under clause 19(4);
 - (c) a fee for reading a SPN meter charged under clause 21(3)(a);
 - (d) a fee for disconnecting or reconnecting a supply address;
 - (e) a late payment fee;
 - (f) any fee the provider is charged by a financial institution in relation to the customer paying, or failing to pay, a bill.

25. Special tariff

- (1) This clause applies to a small use customer if —
- (a) the customer has opted into a special tariff by written request given to the provider; or
 - (b) clause 27, 28 or 29 applies in relation to the customer.
- (2) An SPN service provider must calculate the charges payable by the small use customer for the supply of electricity in accordance with a special tariff.
- (3) A customer who has, under subclause (1)(a), opted into a special tariff may, by written request given to the provider, opt out of the special tariff no earlier than 36 months after the date on which the supply of electricity to the customer in accordance with the special tariff started.

- (4) The provider must give the customer written notice of the date on which the customer may opt out of the special tariff —
 - (a) no less than 20 days before that date; and
 - (b) no more than 40 days before that date.
- (5) A customer who opts out of a special tariff may —
 - (a) elect to be charged the standard tariff; or
 - (b) opt into a different special tariff.

26. Electric vehicle supply

- (1) In this clause —

additional dwelling amount means the amount charged for an additional dwelling under tariff A1, being the tariff set out in the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006* Schedule 1 clause 6.
- (2) An SPN service provider may separately charge a small use customer for EV supply to the customer as a standard tariff or special tariff.
- (3) Any fixed daily supply charge component of the tariff for the EV supply must —
 - (a) not exceed the additional dwelling amount; and
 - (b) include all fees and charges in relation to the EV supply to the customer other than the following —
 - (i) a charge for metered consumption;
 - (ii) a fee for testing a SPN meter charged under clause 19(4);
 - (iii) a fee for reading a SPN meter charged under clause 21(3)(a);
 - (iv) a fee for disconnecting or reconnecting a supply address;
 - (v) a late payment fee;

- (vi) any fee the provider is charged by a financial institution in relation to the customer paying, or failing to pay, a bill.

- (4) The provider may limit the amount of electricity supplied for the EV supply only if the provider gives the customer prior written notice of when the EV supply will be limited.

27. SPNs wholly supplied from renewable sources

- (1) This clause applies to an SPN service provider for an SPN that is supplied with electricity only from renewable sources.
- (2) Before supplying the electricity, the provider must notify each customer that —
 - (a) the SPN is supplied with electricity only from renewable sources; and
 - (b) the customer will be charged a special tariff to recover the reasonable costs for the supply of electricity from renewable sources; and
 - (c) the provider's standard tariff is not available to the customer.
- (3) The provider must, on the request of a customer, give the customer —
 - (a) further details about the special tariff; and
 - (b) written evidence of the reasonable costs for the supply of electricity from renewable sources.
- (4) The provider may recover the reasonable costs for the supply of electricity from renewable sources by clearly identifying the costs on the customer's bill as part of a special tariff.
- (5) In this clause, **reasonable costs** for the supply of electricity from renewable sources do not include any costs incurred by the provider for the installation of a distributed energy resource.

28. Request to offset supply

- (1) This clause applies if a customer requests that an SPN service provider offset electricity generated by renewable sources against the carbon or associated emissions produced by the generation of the electricity supplied to the customer's supply address.
- (2) The provider must, with the written consent of the customer, take reasonable steps to comply with the request, including by negotiating with the entity that supplies electricity to the SPN.
- (3) After taking the reasonable steps, the provider must give the customer —
 - (a) written evidence that the provider has taken the reasonable steps; and
 - (b) written evidence of the reasonable costs, if any, incurred by the provider in complying with the request; and
 - (c) written notice that the provider's standard tariff is not available to the customer in relation to the request; and
 - (d) written notice that the customer will be charged a special tariff to recover the reasonable costs incurred by the provider in complying with the request.
- (4) The provider may recover the reasonable costs incurred by the provider in complying with the request by clearly identifying the costs on the customer's bill as part of a special tariff.

29. Request to supply electricity with certain characteristics

- (1) This clause applies if a customer requests, or consents to, a supply of electricity with certain characteristics not ordinarily offered by the SPN service provider.
- (2) The provider must, with the written consent of the customer, take reasonable steps to facilitate the supply of electricity, including by negotiating with the entity that supplies electricity to the SPN.

- (3) After taking the reasonable steps, the provider must give the customer —
- (a) written evidence that the provider has taken the reasonable steps; and
 - (b) written evidence of the reasonable costs, if any, incurred by the provider in facilitating the supply of electricity; and
 - (c) written notice that the provider's standard tariff is not available to the customer for the supply of electricity; and
 - (d) written notice that the customer will be charged a special tariff to recover the reasonable costs incurred by the provider in facilitating the supply of electricity.
- (4) The provider may recover the reasonable costs incurred by the provider in facilitating the supply of electricity by clearly identifying the costs on the customer's bill as part of a special tariff.

30. Request for supply from licensed network

- (1) In this clause —
- facilitate a connection to a licensed network supply*** includes the following for the purposes of enabling the connection to the licensed network supply —
- (a) undertake preliminary investigations;
 - (b) deal with the relevant distributor or retail licensee for the supply;
 - (c) obtain the necessary consents and approvals, including, if relevant, from the owner of the land or building;
 - (d) make arrangements for electrical and other works to be carried out;
 - (e) provide access to the relevant site;

licensed network supply means a direct supply of electricity from a distributor or retail licensee through a connection point to a licensed network for the use or consumption of a person at the registered address of an SPN.

- (2) This clause applies in relation to a person who —
 - (a) consumes, or is reasonably expected to consume, more than 50 MWh of electricity within a private network in any 12-month period; and
 - (b) is a customer of, or taking steps to enter into a SPN agreement with, a SPN service provider.
- (3) The SPN service provider must, on the request of, or with the consent of, the person —
 - (a) facilitate a connection to a licensed network supply for the person; and
 - (b) give the person, free of charge, information about the provider's obligation to facilitate the connection; and
 - (c) give the person general information about the work involved in facilitating the connection.
- (4) Before facilitating a connection to the licensed network supply for the person, the SPN service provider must —
 - (a) give the person detailed written information about the reasonable costs to be charged to the person for facilitating the licensed network supply; and
 - (b) obtain the written consent of the person to proceed with facilitating the licensed network supply for the person.
- (5) If the provider facilitates a connection to the licensed network supply for the person, the person must pay the provider's reasonable costs for facilitating the connection to the licensed network supply, as set out in the information given to the person by the provider under subclause (4)(a).

- (6) An SPN service provider is not required to comply with subclause (3)(b) and (c) in relation to a person more than once in a 12-month period.
- (7) The person is not, at any time, required to arrange or pay for a connection to the SPN only because the provider facilitated a connection to a licensed network supply for the person.

31. **Distributed energy resources not owned by customers**

- (1) In this clause —
distributed energy resource means small-scale devices that use, generate or store electricity, such as photovoltaic panels, batteries and electric vehicle chargers.
- (2) This clause applies if —
 - (a) a distributed energy resource is installed at the registered address of an SPN; and
 - (b) the distributed energy resource is not owned by a customer of the SPN service provider for the SPN.
- (3) The provider must not require the customer to, or charge the customer a fee to, maintain, repair or insure the distributed energy resource.

Division 5 — Billing

Subdivision 1 — Bills

32. **Issue of bills**

- (1) An SPN service provider must issue a bill to a customer —
 - (a) if the provider and the customer agree to a billing period — once in each billing period; or
 - (b) otherwise — at least once every 2 months.
- (2) The bill must be issued to the customer —
 - (a) in paper form or electronic form; or

- (b) using a mobile application or an electronic communication portal, but only if the customer consents to its use.
- (3) If a bill is issued under subclause (2)(b), the SPN service provider must also notify the customer that the bill has been issued, whether by email to the customer's email address or otherwise.
- (4) The provider must not charge the customer a fee to provide a bill in paper form.

33. Contents of bill

- (1) An SPN service provider must include the following information on, or with, a bill issued to a customer —
 - (a) the provider's name (including any trading name), ABN and contact details;
 - (b) the customer details of the customer;
 - (c) the customer's account number or unique identifier;
 - (d) the meter identification number of any SPN meter installed at the supply address;
 - (e) the amount due under the bill;
 - (f) the telephone number for interpreter services, identified by the National Interpreter Symbol and services that can assist customers with a speech or hearing impairment;
 - (g) a telephone number and email address for billing and payment enquiries;
 - (h) if the customer is a residential customer — information about the provider's hardship policy and family violence policy;
 - (i) if the customer is a small use customer — the telephone number for the electricity ombudsman.

- (2) For the purposes of subclause (1)(e), the bill must include the following information in relation to the amount due under the bill —
- (a) the total amount due;
 - (b) the start and end dates of the period covered by the bill, including the number of days;
 - (c) the date by which the amount due must be paid or, if the provider and customer have agreed that payment is to be made by direct debit, the date on which the amount due will be debited;
 - (d) the amount owed by, or held to the credit of, the customer;
 - (e) if the customer owes an amount in arrears — the amount owed for charges for the supply of electricity;
 - (f) a description of any other fees or charges payable, including the amounts payable;
 - (g) if the customer is under a payment plan — payments made under the payment plan and the total amount still owed under the payment plan;
 - (h) a statement that a late payment fee may be charged if payment is not made by the due date;
 - (i) the methods for paying the amount due;
 - (j) if the customer's supply address is unmetered — the price for each unit of measurement used to calculate the amount due, a description of the unit of measurement and the number of units allocated to the customer, if applicable;

Example for this paragraph:

If the customer's supply address is unmetered, the bill must set out how the total kWh consumption for the SPN is allocated to the customer and any other person (for example, by floor area or unit entitlement).

- (k) if the customer's supply address is metered — the amount or estimated amount of electricity consumed by the customer within the SPN;
 - (l) if the customer is on a special tariff that is a time-of-use tariff — the amount of electricity consumed by the customer in each time band in the time-of-use tariff.
- (3) For the purposes of subclause (2)(c), the date for payment must not be earlier than 7 business days after the date on which the bill is issued.
- (4) The bill must indicate, for each amount shown on the bill —
 - (a) the amount of GST payable in relation to the amount; and
 - (b) whether the amount as shown includes the GST.

Subdivision 2 — Amounts payable

34. Calculation of certain amounts for supply of electricity

- (1) This clause applies to an SPN service provider required to calculate an amount payable for the consumption of electricity within an SPN at a supply address connected to a SPN meter.
- (2) The provider must, for the purposes of calculating the amount payable —
 - (a) read the SPN meter to determine the consumption of electricity within the SPN at the supply address; or
 - (b) if the provider is not reasonably able to read the SPN meter — estimate the customer's consumption of electricity within the SPN at the supply address.
- (3) If subclause (2)(b) applies, the customer's bill must be accompanied by —
 - (a) a statement that the amount due is based on an estimate of the customer's consumption of electricity within the SPN; and

- (b) an explanation of the method used to determine the estimate.
- (4) The provider must not estimate the consumption of electricity at a customer's supply address for the purposes of calculating —
 - (a) the customer's first 3 bills; or
 - (b) any more than 2 bills for the customer in the same calendar year.

35. **Billing data**

- (1) In this clause —
billing data means the information in relation to a customer that is required to be included in a bill issued to the customer.
- (2) An SPN service provider must keep a record of the billing data for a customer for at least 2 years after the record is made.
- (3) The provider must, on request by a customer, give the customer a copy of the customer's billing data.
- (4) The provider may require the customer to pay a reasonable charge for the billing data only if the request is made within 6 months after the customer's previous request for the billing data.

36. **Payment methods**

- (1) An SPN service provider must accept payment for a bill —
 - (a) by electronic funds transfer; and
 - (b) by at least 1 other method of payment nominated by the provider.
- (2) This clause does not limit the use of any other method for the payment of a bill that may be agreed between the provider and the customer, including the option of payment by direct debit.

37. Review of bill

- (1) An SPN service provider must, on request by a customer, review a bill issued to the customer.
- (2) If the provider determines that the bill is correct, the provider —
 - (a) may require the customer to pay the bill; and
 - (b) must advise the customer that the customer may request an SPN meter test; and
 - (c) must advise the customer about —
 - (i) the provider's complaints and dispute resolution procedure; and
 - (ii) if the customer is a small use customer — how to make a complaint to the electricity ombudsman.
- (3) If the provider determines that the bill is incorrect, the provider must —
 - (a) determine whether the customer has been undercharged or overcharged in relation to the billing period; and
 - (b) advise the customer that the customer may request an SPN meter test; and
 - (c) if the customer has been undercharged — comply with clause 38 (if applicable); and
 - (d) if the customer has been overcharged — comply with clause 39.

Subdivision 3 — Undercharging and overcharging

38. Undercharging

- (1) This clause applies if a customer has been undercharged in relation to a billing period as a result of —
 - (a) an act or omission of an SPN service provider; or
 - (b) a fault in, or incorrect operation of, the SPN meter installed at the customer's supply address.

- (2) The provider must, as soon as practicable after becoming aware of the undercharging, inform the customer about —
 - (a) the amount undercharged; and
 - (b) whether the customer must pay the amount; and
 - (c) if the customer must pay the amount — a description of the services covered by the amount.
- (3) The customer is not required to pay —
 - (a) the amount undercharged if the amount has been undercharged more than 12 months before the customer was notified about the undercharging; or
 - (b) any interest on the amount undercharged; or
 - (c) any late payment fee in relation to the amount undercharged.
- (4) If the customer is a residential customer, the provider must offer the customer time to pay the amount undercharged under a payment plan for a period at least equal to the period during which the undercharging occurred.

39. Overcharging

- (1) If a customer is overcharged by an SPN service provider, the provider must inform the customer of the overcharged amount within 10 business days after becoming aware of it.
- (2) The provider must, within 20 business days after informing the customer —
 - (a) if the overcharged amount is at least \$100 — pay the overcharged amount into a bank account nominated by the customer; or
 - (b) otherwise — credit the overcharged amount to the customer, including towards payment of the customer's debt to the provider, if any.
- (3) No interest is payable on an overcharged amount.

Division 6 — Financial hardship and family violence

Subdivision 1 — Financial hardship

40. Hardship policy

- (1) An SPN service provider must develop, maintain and implement a **hardship policy** to assist hardship customers to manage their payments to the provider.
- (2) A hardship policy must include the following information —
 - (a) a statement encouraging customers to contact the provider if they are experiencing difficulties paying their bill;
 - (b) processes for identifying hardship customers including —
 - (i) how a customer may nominate a person to communicate with the provider on their behalf; and
 - (ii) the information about a customer that the provider may reasonably request from the customer to assess whether the customer is a hardship customer; and
 - (iii) how and when the customer will be notified about whether the customer is a hardship customer;
 - (c) a statement that the provider will treat all customers sensitively and respectfully;
 - (d) a statement that the provider will offer hardship customers additional time to pay an amount due through a payment plan;
 - (e) a statement that the provider will consider reducing or waiving the fees, charges or debt of hardship customers;
 - (f) how to identify appropriate financial counselling services and programs to assist customers;

- (g) how the provider will treat information disclosed by the customer to the provider and information held by the provider in relation to the customer.
- (3) The provider must, as soon as practicable after identifying the customer as a hardship customer, inform the customer about the provider's hardship policy.

41. Non-residential small use customers

An SPN service provider must consider a reasonable request for a payment plan from a non-residential small use customer that is experiencing payment difficulties due to financial hardship.

Subdivision 2 — Family violence

42. Family violence policy

- (1) An SPN service provider must develop, maintain and implement a **family violence policy** to assist vulnerable customers.
- (2) A family violence policy must contain the following information —
 - (a) a statement that the provider will, on the customer's request, take reasonable steps to protect the confidentiality of the vulnerable customer's information;
 - (b) processes to establish, record and use a safe method of communication with a vulnerable customer;
 - (c) flexible payment options (including payment plans) for the payment of bills by vulnerable customers;
 - (d) processes to ensure that a vulnerable customer does not have to refer to, or disclose, their situation during each contact with the provider or another person acting on behalf of the provider;
 - (e) processes to review the circumstances of a vulnerable customer before taking action for failure to pay an amount due;

- (f) processes to review, and reduce or waive, any fees and charges payable by a vulnerable customer;
- (g) processes to consider and minimise the potential impact of debt collection on a vulnerable customer;
- (h) processes to determine whether another person is responsible for an amount owing for electricity supplied to a vulnerable customer's supply address.

43. Customers affected by family violence

- (1) An SPN service provider must identify a residential customer as a vulnerable customer if —
 - (a) the customer informs the provider that the customer is affected by family violence; or
 - (b) the provider otherwise has reason to believe that the customer is affected by family violence.
- (2) The provider must, as soon as practicable after identifying a customer as a vulnerable customer, inform the customer about its family violence policy.
- (3) The provider must not require written evidence of family violence from a residential customer.

Division 7 — Disconnection and reconnection of supply address

44. Terms used

In this Division —

disconnect, in relation to a supply address, means to take action in order to prevent the flow of energy within the SPN to the supply address;

reconnect, in relation to a supply address, means to take action to enable the flow of energy within the SPN to the supply address.

45. Disconnection for failure to pay amount due

- (1) This clause applies if a customer of an SPN service provider does not —
 - (a) pay an amount due to the provider by the date by which it is due to be paid, including any instalment required under a payment plan; and
 - (b) enter into a payment plan or other payment arrangement with the provider to pay the amount due.
- (2) The provider must, at least 15 business days after the amount is due, give the customer a copy of the bill relating to the amount due accompanied by written notice of the following —
 - (a) the provider's telephone number for billing and payment enquiries;
 - (b) if the customer is a residential customer — the provider's hardship policy and family violence policy;
 - (c) a statement that the provider may, at least 10 business days after the notice is given, arrange to disconnect the customer's supply address if the customer does not pay the amount due;
 - (d) the provider's complaints and dispute resolution procedures;
 - (e) if the customer is a small use customer — information about the electricity ombudsman.
- (3) The provider may arrange for the customer's supply address to be disconnected if, at least 10 business days after the notice is given, the customer has not paid the amount due or entered into a payment plan with the provider to pay the amount due.
- (4) The provider may charge a reasonable fee for disconnection of the supply address.

- (5) This clause does not apply to a vulnerable customer unless —
- (a) the provider has been aware that the customer is a vulnerable customer for at least 9 months; or
 - (b) the disconnection is requested by the vulnerable customer; or
 - (c) the provider is informed by the vulnerable customer, or otherwise becomes aware, that the vulnerable customer no longer resides at the supply address; or
 - (d) there are safety reasons or there is an emergency warranting the disconnection; or
 - (e) there is electricity being illegally consumed at the supply address.
- (6) This clause does not apply to a customer if —
- (a) the amount due does not relate to the supply of electricity; or
 - (b) the amount due is less than \$100; or
 - (c) the customer's supply address is registered as requiring life support equipment; or
 - (d) each of the following applies —
 - (i) the customer has made a complaint to, or lodged a dispute with, the SPN service provider or the electricity ombudsman;
 - (ii) the complaint or dispute is unresolved.

46. Obligation on SPN service provider to arrange reconnection

- (1) This clause applies if —
- (a) a customer's supply address is disconnected by, or on behalf of, an SPN service provider under clause 45; and
 - (b) the customer pays the provider the amount or instalment owed or enters into a payment plan or other payment arrangement with the provider for the amount owed.

- (2) The provider must arrange for the supply address to be reconnected within 2 business days after the customer —
 - (a) makes the payment; or
 - (b) enters into the plan or arrangement.
- (3) The provider may charge a reasonable fee for reconnection of the supply address.

47. Disconnection for failure to allow access to read meter

- (1) This clause applies if a customer fails to allow access to read a SPN meter installed at the customer's supply address.
- (2) An SPN service provider must do all of the following —
 - (a) give the customer an opportunity to offer reasonable alternative arrangements for access that are acceptable to the provider;
 - (b) on each occasion access is denied, give the customer written notice —
 - (i) requesting access to the SPN meter at the supply address; and
 - (ii) advising the customer of the provider's ability to disconnect the customer's supply address under subclause (3);
 - (c) use its best endeavours to contact the customer in person, by telephone or by email or other electronic means.
- (3) An SPN service provider may disconnect the customer's supply address if —
 - (a) for at least 9 consecutive months, the customer fails to allow access to read the SPN meter installed at the customer's supply address; and
 - (b) the provider gives the customer written notice of the date on which it intends to disconnect the supply

address, being a date no earlier than 5 business days after the notice is given.

- (4) If a customer's supply address is disconnect under this clause, the provider must arrange for the supply address to be reconnected within 2 business days after the customer allows access to the supply address to read the SPN meter.
- (5) The provider may charge a reasonable fee for disconnection and reconnection of the supply address.

Division 8 — Interruption of supply

48. Unplanned interruptions

- (1) This clause applies if there is an unplanned interruption to the supply of electricity to a customer's supply address.
- (2) The SPN service provider must, as soon as reasonably practicable, give the customer written notice of —
 - (a) if known — the reason for the interruption and an estimate of when the supply will be restored; or
 - (b) otherwise — a contact number for obtaining that information.
- (3) The provider must use its best endeavours to restore the supply of electricity to the supply address as soon as possible.

49. Planned interruptions

- (1) This clause applies if an interruption to the supply of electricity within a SPN to a customer's supply address is planned in advance for the purposes of repairing or maintaining the SPN or a licensed network, or for another similar reason.

- (2) The SPN service provider for the supply address must, at least 2 business days before the interruption —
 - (a) give the customer written notice of the period during which the supply will be interrupted and the reason for the interruption; and
 - (b) if the customer's supply address is registered as requiring life support equipment — give the customer notice of the interruption in any other appropriate way to ensure the customer is aware of the interruption.
- (3) If, before the end of the period specified in the notice, an interruption planned by an SPN service provider in relation to an SPN is cancelled, the provider must give the customer written notice of the cancellation as soon as reasonably practicable after cancelling the interruption.
- (4) If the supply of electricity is interrupted, the provider must restore the supply of electricity within the SPN —
 - (a) before the end of the period specified in the notice; or
 - (b) as soon as reasonably practicable after the end of the period specified in the notice.

Division 9 — Complaints and dispute resolution

50. Complaints and dispute resolution procedure

- (1) An SPN service provider must develop, maintain and implement a ***complaints and dispute resolution procedure***.
- (2) A complaints and dispute resolution procedure must include the following information —
 - (a) how complaints may be made by customers;
 - (b) how complaints and disputes will be handled by the provider;
 - (c) how and when the provider will respond to the complaint or dispute, including the provider's obligation under clause 51;

- (d) if the customer is a small use customer — how the customer may escalate a complaint or dispute to the electricity ombudsman.
- (3) The complaints and dispute resolution procedure must be consistent with AS 10002:2022 *Guidelines for complaint management in organizations* published by Standards Australia.
- (4) The provider must not charge the customer a fee for dealing with a complaint or resolving a dispute.

51. Advice about outcome of complaint

An SPN service provider must, within 20 business days after receiving a written complaint from a customer, inform the customer of the following —

- (a) the outcome of the customer's complaint, including the reasons for the outcome;
- (b) if the customer is a small use customer —
 - (i) that the customer may refer the complaint or dispute to the electricity ombudsman; and
 - (ii) the contact details for the electricity ombudsman.

Division 10 — Life support equipment

52. Life support register

- (1) An SPN service provider must keep and maintain a ***life support register***.
- (2) The life support register must include the following information —
 - (a) the address of any supply address at which a person who requires life support equipment resides;
 - (b) the contact details for any customer of the provider who resides at the supply address.

- (3) In addition to the requirement to enter information in the register under clause 53(2), the provider must, at least annually, take reasonable steps to ensure that the information included in the provider's life support register is accurate and kept up-to-date.

53. Registration of life support equipment

- (1) In this clause —
medical practitioner confirmation has the meaning given in the Small Use Code;
notice of change means a written notice to advise —
 - (a) that a person requiring life support equipment no longer resides at a supply address; or
 - (b) of a change in the customer's contact details.
- (2) An SPN service provider must, within 48 hours after receiving a medical practitioner confirmation or a notice of change —
 - (a) update the information in the provider's life support register; and
 - (b) provide to the retail licensee for the SPN —
 - (i) a copy of the confirmation or notice; and
 - (ii) the customer's contact details.
- (3) The provider must, no later than 10 days after receiving a medical practitioner confirmation, provide the following written information to each customer at the supply address specified in the notice —
 - (a) that there may be interruptions to the supply of electricity to the supply address;
 - (b) advice on how the customer may prepare a plan of action in case of an interruption;
 - (c) an emergency telephone contact number for the relevant distributor for the SPN.

54. Registration of life support equipment with distributor

- (1) This clause applies to an SPN service provider who supplies electricity to a supply address included on the provider's life support register.
- (2) The provider must take reasonable steps to ensure that —
 - (a) the life support equipment at the supply address is registered with the relevant distributor for the SPN; or
 - (b) the supply of electricity within the SPN is registered with the relevant distributor for the SPN as a commercially sensitive load (if applicable).

Part 5 — Repeal

**55. *Alternative Electricity Services Code of Practice 2026*
repealed**

The *Alternative Electricity Services Code of Practice 2026* is repealed.

Consultation Draft

Schedule 1 — Information for residential customers

[cl. 10]

Disclosure Statement — residential customer

Electricity supply in a Single Property Network

This disclosure statement should be provided to a residential customer before the SPN service provider enters into an SPN agreement with the customer.

Supply Address:	
SPN service provider name including ACN and ABN (if applicable):	
AES Registration number:	
Contact details:	
Website:	
Phone:	
Email:	
Customer name:	
Contact details:	

1. How electricity is supplied to you

Your supply address is part of a single property network.

What is a single property network?

A single property network is a private electricity distribution system or network on a single property that supplies electricity to people on that single property and which is connected and supplied with electricity by another electricity distribution system, usually the network operated by Western Power or Horizon Power. Single property networks are connected and supplied through a “parent meter” which measures the electricity supplied for the whole single property. The provider for the single property network buys electricity to supply the whole single property and supplies that electricity to the individual customers at each supply address that is on the single property and a part of the single property network. This person is known as the **SPN service provider**. To supply electricity within a single property network, the SPN service

provider should, in most situations, be registered with the Economic Regulation Authority.

What does that mean?

Your SPN service provider will supply your electricity under an SPN agreement and you will pay your SPN service provider for the supply of electricity. There is only one SPN service provider per single property network. If you are supplied electricity within a single property network you generally will not have an account with a licensed electricity retailer (unless the licensed retailer is also a registered SPN service provider).

Your SPN service provider must comply with the Alternative Electricity Services Code of Practice (**AES Code**). Your SPN provider must supply you with electricity in accordance with the AES Code. You can ask your SPN service provider for a copy of the AES Code.

Your SPN service provider is responsible for issuing a bill for the supply of electricity to your supply address.

2. SPN agreement

An SPN service provider is required to supply electricity to you in accordance with an SPN agreement.

A copy of the SPN agreement terms and conditions which will apply to your electricity supply:

- ☐ is attached; or
- ☐ can be found here: *[insert link]*

Note — Clause 12 of the AES Code sets out the information that must be contained in an SPN agreement. Clause 13 of the AES Code requires that the SPN agreement must be provided to you before your supply address is supplied with electricity within the single property network.

3. 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: *[insert details]*

Note — 1 box must be ticked.

4. Price of electricity, fees and charges

Your SPN service provider must calculate your electricity charges in accordance with the standard tariff specified in the AES Code clause 24, unless you opt into a special tariff offered by your SPN service provider (see AES Code clause 25).

An SPN service provider might offer a special tariff that is different to the standard tariff. If you opt-in to a special tariff offered by the SPN service provider, by giving the SPN service provider a request in writing, your SPN service provider must calculate the charges payable by you in accordance with the special tariff.

You should note that the first opportunity for you to opt out of the special tariff is 36 months after the start of supply of electricity to you under the special tariff.

Standard tariff

The current **standard tariff** for a residential customer who consumes no more than 50 MWh of electricity in any 12-month period is tariff A1 set out in the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006* Schedule 1 clause 6.

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

A **usage charge** for electricity consumed within your supply address at a rate of:

 c per unit or kWh

Note — all amounts must be completed.

Special tariff

The special tariff is:

[Insert N/A if no special tariff is available]

SPN wholly supplied from renewable sources – AES Code clause 27

If the whole SPN is supplied with electricity only from renewable sources and the AES Code clause 27 applies, a SPN service provider is not required to offer the standard tariff and you may need to pay any

reasonable costs to supply the electricity from only renewable sources. The reasonable costs may be recovered by the SPN service provider as part of a special tariff. Your SPN service provider must provide you with written evidence of the reasonable costs incurred for the supply of electricity from renewable sources.

If the SPN is wholly supplied from renewable sources, you do not have any opportunity to opt out of the special tariff.

- ☐ If this box is checked, your SPN is wholly supplied by electricity from renewable sources, the AES Code clause 27 applies and a special tariff applies.

Special tariff

The special tariff is:

The amount displayed above is:

- ☐ inclusive of GST
☐ exclusive of GST

Note — 1 box must be ticked.

Consistent with and subject to the AES Code:

- You can only be charged other fees and charges if they are stated in your SPN agreement with the SPN service provider.
- The tariff, fees and charges payable by you under your SPN agreement with the SPN service provider can only be varied during the SPN agreement term if the SPN agreement permits this and the variation methodology is stated in the SPN agreement.

5. Electric vehicle supply and meter

- ☐ AES Code clause 26 (Electric vehicle supply) applies.

[If clause 25 does not apply, this section can be left blank]

Electricity supplied through your electric vehicle meter will be charged as follows:

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

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

Note — the AES Code clause 26 provides that a daily supply charge for EV supply must not exceed the amount charged for an additional dwelling under tariff A1 set out in the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006* Schedule 1 clause 6.

The amounts displayed above are:

- ☐ inclusive of GST
- ☐ exclusive of GST

Note — 1 box must be ticked.

- ☐ The electricity supply for EV charging (and only for EV charging) may be limited at the following times or under the following circumstances: *[Insert details]*

You can only be charged other fees and charges if they are stated in your SPN agreement with the SPN service provider.

The tariff, fees and charges payable by you under your SPN agreement with the SPN service provider may only be varied during the SPN agreement term if the SPN agreement permits this and the variation methodology is stated in the SPN agreement.

6. Access to concessions

Residential customers who are eligible for an energy concession or rebate can access these payments through the Energy Concession Extension Scheme (ECES) by contacting Revenue WA, within the Department of Treasury and Finance.

7. 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 SPN service provider), 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. Renters who pay electricity charges to someone else

If you are a residential tenant and you are not charged for electricity by your landlord but you are charged for electricity by someone else separately to your lease (for example, a strata company or another SPN

service provider under a separate SPN agreement), you may be charged a daily supply charge.

9. Customers in long-stay parks

If you are a customer in a long-stay park with an agreement subject to the *Residential Parks (Long-stay Tenants) Act 2006*, you may not be charged a daily supply charge that is more than the amount specified in the *Residential Parks (Long-stay Tenants) Regulations 2007*.

10. Distributed energy resources at the SPN (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 SPN and/or your ability to install these types of equipment at your supply address.

Note - See also AES Code clause 31.

A. DER assets installed at the customer's supply address that are owned/operated by the SPN service provider

- ☐ There is no DER installed at the customer's supply address owned/operated by the SPN service provider (including subject to a power purchase arrangement). *[If box is ticked do not complete table.]*

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 SPN service provider	☐ solar panels ☐ battery ☐ EV charger ☐ other (give details)	Further details:
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	☐ solar panels ☐ battery ☐ EV charger – shared use ☐ EV charger – exclusive use ☐ other (give details)	Further details:

	☐ none of the above	
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B. Other DER assets – DER assets of the property owner, a third party or the SPN service provider (including subject to a power purchase arrangement) installed in common areas including shared roof space or parking spaces)

- ☐ There is no DER installed in common areas including shared roof space or parking spaces. [If box is ticked do not complete table.]

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

C. Customer’s ability to install personal DER assets at supply address

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

11. 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 SPN service provider. **Your SPN service provider's details are stated on page 1 of this disclosure statement. Your SPN service provider is ultimately responsible under the AES Code for electricity supply to your supply address and you should contact the SPN service provider directly to resolve problems with your electricity supply.**

If there are problems with the supply of electricity to your SPN 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), in addition to your rights under the AES Code you can contact the network operator in your area, which is:

- | | | |
|--|----------|---|
| ☐ Western Power | 13 13 51 | < http://www.westernpower.com.au > |
| ☐ Horizon Power | 13 23 51 | < http://www.horizonpower.com.au > |

Note — 1 box must be ticked.

Schedule 2 — Information for non-residential customers

[cl. 11]

1. The service provider's name (including any trading name), ABN, contact details and AES registration number.
2. Information about the customer's supply of electricity within the SPN, that the electricity must be supplied in accordance with the code and where the customer may obtain a copy of the code.
3. A statement about how the customer will be billed for the supply of electricity as follows —
 - (a) if the customer's supply address is separately metered — that the bill will be based on metered consumption;
 - (b) otherwise — that the bill will be based on the method for calculating consumption that is set out in the statement.
4. For a small use customer — the amount of the standard tariff and any special tariff applying to the customer, including the usage charge, the daily supply charge and any other fees or charges that may be payable by the customer (if applicable).
5. For a large use customer — the tariff offered to the customer by the SPN service provider, including the usage charge, the daily supply charge and any other fees or charges that may be payable by the customer (if applicable).
6. If a distributed energy resource owned or operated by the provider is installed at the customer's supply address —
 - (a) a description of the asset installed; and
 - (b) whether or not the customer is entitled to personal use of the electricity generated or supplied by the asset; and
 - (c) if the customer is entitled to personal use of the electricity — whether the customer is or is not responsible for any other costs associated with the asset such as maintaining, repairing or insuring the asset.
7. If another distributed energy resource owned or operated by the provider is installed on the property of the SPN, including in shared spaces —
 - (a) a description of the asset installed; and

- (b) whether or not the customer receives any entitlement, financial benefit or other benefit from the asset.
- 8. Whether or not the customer may install or upgrade a distributed energy resource at the supply address for the customer's personal use, including at a car parking space for the supply address.
- 9. If the customer may install a charger, or if a charger is installed, at the customer's supply address for the purposes of EV supply —
 - (a) whether the EV supply may be limited and, if so, the times and circumstances during which it may be limited; and
 - (b) whether a capital contribution is required to be paid and, if so, the amount of the contribution and the terms of payment;
 - (c) the amount of the usage charge and daily supply charge for the EV supply; and
 - (d) whether a separate tariff applies to the EV supply and, if so, the amount of the tariff and any other fees or charges payable in relation to the EV supply.
- 10. If the customer may install a distributed energy resource — a statement about whichever of the following will apply if the customer produces excess electricity from the resource —
 - (a) that the excess electricity cannot be exported to the SPN and the customer's meter will be export limited;
 - (b) that the customer may export excess electricity to the SPN but will not be financially compensated for the electricity exported;
 - (c) that the customer may export excess electricity to the SPN and the customer will receive a feed-in tariff from the provider, a statement of the tariff and the terms on which the tariff is payable to the customer.
- 11. If the customer is a tenant (as defined in the *Commercial Tenancy (Retail Shops) Agreements Act 1985* section 3(1)) and the provider is the customer's landlord — the rights and obligations of the tenant under that Act in relation to the payment of a proportion of the costs of the supply of electricity to the common area of the group of premises.

12. If the customer is a small use customer — contact details for the electricity ombudsman and information about how to make a complaint to the electricity ombudsman.
13. If the SPN is supplied with electricity wholly from renewable sources — that there may be, as a result of supplying the electricity from renewable sources, reasonable costs charged to the customer that may be recovered as part of a special tariff.

Minister for Energy and Decarbonisation