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25 September 2026

Alternative Electricity Services Team
Energy Policy WA
Department of Energy and Economic Diversification
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By email: epwa-aes@deed.wa.gov.au

Submission on the exposure draft Alternative Electricity Services Code of Practice 2027 (SPN services)

Bright Connect Pty Ltd makes this submission on behalf of itself and its subsidiary Source Energy Co Pty Ltd. Both companies operate single property networks at residential and commercial sites across Perth and expect to hold registrations for SPN services from 1 July 2027. Bright Connect also provides metering, billing and customer services to other entities, including strata companies, that operate SPNs.

We support the objectives of the draft code and the extension of billing, hardship, family violence and life support protections to customers in single property networks. Our comments are directed at provisions which, as drafted, will not produce the outcome the code appears to intend, and at gaps that will cause difficulty for providers and customers alike from 1 July 2027.

The submission is attached. Part 2 sets out the matters we consider most important: the definition of the standard tariff, registration where the account holder engages an operator, the position of existing customers when the registered provider changes, occupants who take supply without an agreement, and five operational provisions. Part 3 raises further matters and Part 4 lists drafting corrections.

We are available to discuss any part of this submission.

Regards

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SUBMISSION

Alternative Electricity Services Code of Practice 2027

Exposure draft for public comment: Part 4, SPN AES

Bright Connect Pty Ltd, on behalf of Bright Connect Pty Ltd and Source Energy Co Pty Ltd

25 September 2026

1. About this submission

Bright Connect Pty Ltd and its subsidiary Source Energy Co Pty Ltd operate single property networks (SPNs) at residential and commercial sites in Western Australia. Bright Connect also provides metering, billing and customer services to other entities, including strata companies, that operate SPNs. This submission is made for both companies.

We support the objectives of the draft code. Our comments are directed at provisions which, in our view, do not produce the result the code appears to intend, and at gaps that should be closed before 1 July 2027.

Part 2 sets out the matters we consider most important. Part 3 raises further matters of substance and implementation. Part 4 lists apparent drafting errors.

References to clauses are to the exposure draft code. References to regulations are to the Electricity Industry (Alternative Electricity Services) Regulations 2026. The Reading Guide is the Department's Reading Guide, Single Property Networks AES, August 2026.

2. Priority matters

2.1 Clauses 22 to 25: whether the standard tariff is a cap or a fixed price

Issue. Clause 22 defines a standard tariff by reference to the relevant tariff (A1, L1 or L3). The fixed daily supply charge must not exceed that tariff's daily rate, and the per unit charge for metered consumption must not exceed that tariff's per unit charge. On that wording, a tariff whose components are each at or below the corresponding component of the relevant tariff is a standard tariff. A provider charging it complies with clause 24(1).

The Reading Guide (section 4, Tariffs and prices) says the opposite. It states that the standard tariff is not a price cap, and that a provider wishing to charge any component more or less than the standard tariff should use a special tariff. Schedule 1 item 4 also treats the standard tariff as tariff A1 itself.

On the Reading Guide's approach, a provider offering residents a price below A1 must obtain a written opt-in from each customer (clause 25(1)(a)). It must set out an itemised special tariff in each SPN agreement (clause 23(1)(b)). It must also give each customer written notice 20 to 40 days before the date on which they may opt out of the lower price and onto the higher standard tariff (clause 25(4)).

Where a lower price has been negotiated for a whole strata scheme, any resident who did not opt in would pay more. This does not protect the customer. It adds cost, which will be recovered from customers, and it discourages providers from offering prices below the Synergy tariffs.

Proposed amendment.

- Confirm that a tariff is a standard tariff for the purposes of clauses 23 and 24 if each of its components is equal to or less than the corresponding component of the relevant tariff (A1, L1 or L3).
- Confirm that clause 25 applies where any component exceeds that tariff, or where the tariff has a different structure (for example, a time of use tariff).
- Amend the Reading Guide and Schedule 1 item 4 to match.

2.2 Registration where the account holder engages an operator

Issue. Regulation 11(2) makes two classes of person eligible for registration in relation to an SPN. The first is the person who purchases electricity at the parent meter (the account holder). The second is a person who is not the account holder but supplies electricity within the SPN. Only one registration may be granted for an SPN (regulation 11(3)).

In many strata schemes the strata company holds the parent meter account and sells electricity to residents. It engages an operator to read meters, bill residents, collect payments and handle enquiries on its behalf. The Department's reading guide to the exposure draft Regulations confirms that an operator in that role does not supply electricity within the SPN and cannot be registered.

The registration and every Part 4 obligation must then sit with the strata company, which may be a volunteer council of owners. The operator that keeps the life support register, assesses hardship, handles complaints and administers disconnection sits outside the framework. The strata company should be able to nominate that operator as the registered provider.

Where the operator is itself the seller, under SPN agreements to which it is a party, it is eligible under regulation 11(2)(b). The account holder is also eligible, so the code and the Authority's registration guidance should make clear that the registration may be granted to the operator with the account holder's consent.

In that arrangement the account holder will usually also be a customer of the operator for common area supply. Amounts payable under the commercial agreement between them, including for electricity purchased at the parent meter, should not be treated as a demand for payment, or as a fee or charge, under clauses 14(3) and 24(2).

In both cases Schedule 1 section 1 is inaccurate, because it tells residents that the provider buys electricity to supply the whole property.

Proposed amendment.

- Amend regulation 11(2) so that an account holder that sells electricity within the SPN may nominate an operator, engaged to administer supply on its behalf, to be granted the registration. The operator would be responsible for compliance with the code.
- Provide that SPN agreements made on the account holder's behalf are treated as agreements with the registration holder. The account holder would then be exempt from registration under regulation 12.

- Confirm that an operator that sells electricity under SPN agreements to which it is a party is eligible under regulation 11(2)(b), and may be granted the registration with the account holder's consent.
- Specify the form of the account holder's consent, and of a nomination under the first point.
- Provide in clause 14 or clause 24 that certain amounts are not a demand for payment from the account holder as a customer, and are not a fee or charge in relation to the supply of electricity to the account holder. These are amounts payable under an agreement between the account holder and the SPN service provider, including for electricity purchased at the parent meter. Neither provision would apply to charges for electricity supplied to the account holder's own supply addresses.
- Amend Schedule 1 section 1 to accommodate a registered provider that is not the account holder.

2.3 Clauses 10(2) and 11(2): existing customers when the registered provider changes

Issue. The disclosure statement requirements in clauses 10 and 11 do not apply to a person who was supplied by the SPN service provider immediately before 1 July 2027 (clauses 10(2) and 11(2)). The exemption follows the provider, not the supply address. After that date the registered provider may change because a strata company moves from self-management to a professional operator, an operator is replaced, or a registration is transferred. Whenever that happens, every resident may become a new customer.

To meet the condition in regulation 15(1)(b), the incoming provider must supply under an SPN agreement. Regulation 3 defines an SPN agreement as an agreement between a registration holder and the customer. That points to a new agreement with each resident, with clauses 12 and 13 governing its content and delivery, and to a disclosure statement under clause 10 before it is entered into. The Reading Guide (section 1.6) notes that scheme by-laws can be the SPN agreement for a resident. However, it is not clear that by-laws which are the strata company's instrument satisfy regulation 15(1)(b) where the registration holder is a separate operator.

Neither the code nor the Regulations provides for SPN agreements to carry over to the incoming provider. Approval to transfer a registration under section 59J of the Act says nothing about customer agreements. A condition attached to an approval under section 59J(2) binds the registration holder, not the customer. A change of provider may also occur through surrender or amendment of the outgoing registration and a grant or amendment for the incoming provider. None of those routes provides for SPN agreements to carry over either.

The resident's address and supply are unchanged, and the meter and price may be too. Treating every resident as a new customer makes it cheaper for a strata company to remain self-managed, or to stay with an underperforming operator, than to move to a provider that can meet the code's obligations. That is the opposite of what the code intends.

Proposed amendment.

- Establish an express mechanism by which SPN agreements transfer to, or are deemed to continue with, the incoming registration holder. Include any changes to the Act or the Regulations needed to give it effect.
- Provide that the existing-customer exemptions in clauses 10(2) and 11(2) continue to apply to the same customer at the same supply address through a change of registered provider. This should apply where the SPN agreement has transferred or is deemed to continue, the customer has received notice of the incoming provider under clause 16, and the incoming provider's tariff and terms are no less favourable to the customer.
- Identify what amendment would allow scheme by-laws to support a deemed SPN agreement between the resident and an operator engaged by the strata company, where the by-laws provide for supply by that operator. The resident should receive notice, and the code's customer protections should apply in full.

2.4 Occupants who take supply without an SPN agreement

Issue. Regulation 15(1)(b) makes it a condition of registration that the provider supplies electricity in accordance with an SPN agreement. Regulation 15(1)(c) makes it a condition that the provider does not unreasonably prevent, withhold or obstruct supply. Clause 14(3) prohibits demanding payment otherwise than in accordance with the SPN agreement or the code, and clause 45 applies only to an amount due.

Supply addresses within an SPN are energised when a tenancy or sale settles, often without the provider being told. An occupant who consumes electricity without an SPN agreement is a customer in practice. However, the code gives the provider no basis to bill or disconnect them, and supplying them exposes the provider to a breach of the condition of registration.

Scheme by-laws do not clearly solve this. They can be the SPN agreement for a resident under paragraph (b) of the definition in regulation 3. However, it is not clear that by-laws which are the strata company's instrument satisfy the condition where the registration holder is a separate operator. By-laws also do not apply to non-scheme sites, or to customers who are not residents.

For licensed retailers, regulation 37 of the Electricity Industry (Customer Contracts) Regulations 2005 resolves the same situation. A customer who takes supply without a contract is deemed to be supplied under the default supplier's standard form contract for the connection point.

The provider must also be able to end the situation. An occupant who will not identify themselves or agree terms cannot be given a disclosure statement, assessed for hardship or placed on the life support register. The disconnection provisions in clauses 45 and 47 do not cover this case, because there is no amount due under an agreement and no refusal of meter access.

Proposed amendment. Establish a mechanism for SPNs equivalent to regulation 37, including any amendment to the Regulations needed to give it effect, along these lines.

- Provide that a person who occupies a supply address within an SPN, and consumes electricity supplied by the SPN service provider without an SPN agreement, is taken

to be a customer of the provider from the date of occupation. They would be supplied on the provider's standard terms for the relevant customer class, at the standard tariff.

- Require the provider to give the person the applicable disclosure statement and standard terms as soon as practicable after becoming aware of the occupation.
- Provide that the provider may give written notice at the supply address asking the occupant to enter into an SPN agreement within 10 business days.
- If the occupant has not done so by then, allow the provider to disconnect the supply address on a further 5 business days' written notice. This would be subject to the vulnerable customer protection in clause 45(5) and the life support protection in clause 45(6)(c).
- Require the provider to arrange reconnection within 2 business days after the occupant enters into an agreement. This mirrors the process in clause 47.
- Provide that supply to such a person, and disconnection under that process, is taken to be in accordance with an SPN agreement and is not a breach of the conditions of registration.

2.5 Clause 16(2)(c) and (d): life support obligations on a change of provider

Issue. Paragraph (d) requires an incoming SPN service provider to establish, within 48 hours after becoming the provider, whether a person residing at a supply address on the outgoing provider's life support register requires life support equipment. Paragraph (c) requires only that the incoming provider request the register from the outgoing provider. Nothing requires the outgoing provider to respond, and there is no timeframe for doing so. If the change arises from the outgoing provider's insolvency or loss of registration, there may be no one to respond.

Forty-eight hours is also not enough to establish occupancy. An incoming provider often has no direct contact details for occupants, because the relationship is commonly managed through a strata company or property manager. Occupancy may also have changed since the register was last updated.

Clause 16(1)(a) is engaged only where a person is granted a registration for the SPN AES. An incoming provider that already holds a registration may instead add the SPN's address to that registration by amendment, because one registration may cover more than one SPN (regulation 11(4)(b)). Neither that amendment nor a transfer under section 59J of the Act would appear to engage clause 16. The handover obligation should not depend on how the provider changes.

Proposed amendment.

- Provide that every address on the outgoing provider's register is treated as requiring life support equipment, for the purposes of clauses 45(6)(c) and 49(2)(b), from the change until the incoming provider confirms the position.
- Require the outgoing provider to give the life support register to the incoming provider within 24 hours of the change.
- Establish a mechanism by which the register remains available where the outgoing provider is unavailable.

- Recast paragraph (d) as an obligation to take reasonable steps to confirm life support requirements within 10 business days.
- Extend clause 16(1) to any change in the identity of the SPN service provider for an SPN. This should include an amendment of an existing registration to add the SPN, and a transfer of registration under section 59J of the Act.

2.6 Clauses 9, 17 and 19: metering requirements and electric vehicle supply equipment

Issue. Clause 9 defines an SPN meter as a meter used to measure and record electricity consumed within the SPN. It defines EV supply as electricity metered separately from other supply to the customer. The measurement function in billing-capable electric vehicle supply equipment (EVSE) therefore appears to be an SPN meter, so clauses 17 to 19 apply to the charger itself. Regulation 10(3)(i) excludes charging stations available to the general public on a user-pays basis. That exclusion does not cover chargers on common property for the exclusive use of residents, which is the predominant arrangement in residential networks.

Under the National Measurement Institute's transitional arrangements, EVSE manufactured before 1 April 2026 is not required to comply with the general certificate of approval NMI 14/4/0. EVSE manufactured on or after that date must comply. However, the maximum permissible errors in the certificate apply to laboratory testing under reference conditions. The certificate states that verification procedures and maximum permissible errors for field testing are yet to be developed.

We do not suggest that clause 17(2) invalidates existing chargers. The difficulty lies in clause 19. Where a customer requests a test, the provider must test the meter within 10 business days, measure its accuracy and determine whether it is faulty. If it is faulty, the provider must repair or replace it. A fee may be charged only where the meter is found not to be faulty. Without an in-service accuracy criterion for EVSE, a provider has no settled basis for the determination under clause 19(3). It therefore has no settled basis for clause 19(4) or 19(5) either.

Proposed amendment. Align clauses 17 to 19 with the NMI framework, as follows.

- Confirm that clause 17(2)(a) applies to EVSE according to the requirements in force for its date of manufacture.
- Provide that the clause 19 testing obligation applies to EVSE only once NMI has established in-service testing requirements and maximum permissible errors for that equipment.

Sources: National Measurement Institute, General Certificate of Approval NMI 14/4/0, as amended; Department of Industry, Science and Resources, Electric vehicle charging accuracy: consultation finalised (industry.gov.au/news/electric-vehicle-charging-accuracy-consultation-finalised).

2.7 Clause 26: electric vehicle supply

(a) Clause 26(3)(a): the daily supply charge cap and special tariffs

Issue. Clause 26(3) caps any fixed daily supply charge for EV supply at the tariff A1 additional dwelling amount. The cap applies under both a standard and a special tariff, and the capped charge must include all fees and charges in relation to the EV supply. Multi-user residential charging needs load management systems, charge point management platforms

and communications services. Ordinary supply to a dwelling does not need these, and their cost can exceed the additional dwelling amount.

A customer may opt in writing into an itemised special tariff for EV supply under clause 25, in which the components above the additional dwelling amount are the disclosed costs of that infrastructure. In that case the cap prevents recovery of costs the customer has seen and accepted.

Proposed amendment. Amend clause 26(3)(a) for EV supply charged as a special tariff. The fixed daily charge should be able to exceed the additional dwelling amount, but only to the extent of itemised costs of load management, charge point management and communications for the EV supply. Those costs would need to be disclosed in the SPN agreement and accepted in writing under clause 25.

(b) Clause 26(4): notice of limitation

Issue. Clause 26(4) permits a provider to limit EV supply only if it gives prior written notice of when the supply will be limited. Schedule 1 item 5 and Schedule 2 item 9(a) contemplate notice of times or circumstances. Dynamic load management adjusts charging current in real time to keep the parent connection and the building's switchboard within their rated capacity. It is the standard way to add EV charging to an existing network. It is a capacity and safety requirement. The alternative is an upgrade to the building's connection, paid for by every customer. The timing of a limitation cannot be notified in advance, but the circumstances and the method can.

Proposed amendment. Amend clause 26(4) to permit prior written notice of either the times at which the EV supply may be limited, or the circumstances and method under which it may be limited. This would be consistent with Schedule 1 item 5 and Schedule 2 item 9(a).

(c) Shared chargers used on a pay-per-session basis

Issue. EV supply under clause 9 is supply to the customer under the SPN agreement, metered separately from their other supply. Regulation 10(3)(i) excludes charging stations available to the general public on a user-pays basis. A shared charger on common property, paid for by the session through an app, is not available to the general public, so the exclusion does not apply. Charging at it is separately charged electricity supplied within the SPN, so it is within the SPN AES.

How it is then classified depends on the contract and the metering. Where the same provider supplies the resident's other electricity and the SPN agreement covers charging, it may be EV supply under clause 9. Clause 26 then applies, with its cap on the fixed charge.

Otherwise, it appears to be ordinary supply within the SPN, subject to the standard tariff unless a special tariff applies. Under the standard tariff, the user can be charged for the energy at no more than the relevant tariff rate. There is no separate charge for the equipment or the platform, so those costs can only be recovered within the capped charges that every customer pays. A special tariff could carry those costs. However, the customer must opt in by written request and cannot opt out for 36 months (clause 25), which does not suit occasional use.

The code does not say which applies, and neither route was designed for shared, pay-per-session use.

Proposed amendment. State how pay-per-session charging at a shared charger is to be classified and charged in each of those cases. Then provide a workable route, by one of the following means.

- If the intention is to treat it in the same way as public charging, amend regulation 10(3)(i), which is confined to stations available to the general public.
- Alternatively, provide in the code that such charging may be offered on published terms accepted at the point of use. Specify how those terms relate to the SPN agreement and the disclosure statement.

2.8 Clause 34(4): restriction on estimated bills

Issue. Clause 34(2)(b) permits a provider to estimate consumption where it is not reasonably able to read the SPN meter. Clause 34(4) then prohibits estimation for a customer's first three bills, and for more than two bills in a calendar year. Estimation is the only lawful basis on which the provider can bill where a meter is faulty, a metering communications link has failed, or a customer denies access under clause 47. Clause 47 itself contemplates that access may be denied for nine consecutive months before disconnection becomes available.

A provider facing a prolonged meter fault or sustained denial of access must therefore either breach clause 34(4) or stop billing. If it stops billing, the accumulated balance may be caught by the 12-month limit in clause 38(3)(a), because the failure to bill would be an omission of the provider. The customer also receives a single large catch-up bill. Neither outcome serves the customer.

Proposed amendment. Permit estimation beyond the limits in clause 34(4) only where all of the following apply.

- Actual consumption data cannot reasonably be obtained.
- The cause is a meter fault, failure of a metering communications link, or the customer's failure to allow access.
- The provider is taking reasonable steps to restore actual metering.
- The account is reconciled against actual consumption as soon as practicable after actual data becomes available.

2.9 Clauses 48 and 49: interruptions outside the provider's control

Issue. Clause 48(3) requires the provider to use its best endeavours to restore supply as soon as possible after an unplanned interruption. Clause 49 requires at least two business days' written notice of an interruption planned for the purposes of repairing or maintaining the SPN or a licensed network. Both provisions assume the provider controls the interruption. Where the interruption originates on the licensed network, restoring supply is a matter for the distributor. Clause 49 expressly extends to planned work on a licensed network. Yet the provider has no entitlement to receive notice of that work in time to give customers two business days' notice, and in practice may receive less.

Proposed amendment. Where the interruption is caused or controlled by a person other than the SPN service provider:

- Amend clause 48(3) so that the obligation is to take reasonable steps to facilitate restoration and to keep customers informed.
- Amend clause 49(2) so that notice is required within the prescribed period where the provider has itself received sufficient notice. Otherwise, notice should be required as soon as reasonably practicable after the provider becomes aware of the planned interruption.

3. Further matters

3.1 Clause 24(2): one-off fees for services requested by the customer

Issue. The standard tariff daily supply charge must include all fees and charges in relation to the supply of electricity, other than those listed in clause 24(2)(a) to (f). A fee for establishing a customer's account on commencement of supply is not listed. Establishing an account is a one-off activity, triggered by a particular customer moving in. Recovering it through the daily charge spreads the cost across every customer at the site, including those who did not cause it.

The code adopts Synergy's regulated tariffs as the standard tariff. Synergy's published standard fees and charges as at 1 July 2026 include an account establishment fee of $22.91 including GST for residential and business customers. Synergy charges it separately from the daily supply charge. There is no policy reason to prevent an SPN service provider charging the same customer class a fee that the benchmark retailer charges.

The same applies to two other one-off fees that Synergy publishes and that arise only at a particular customer's request. The first is a meter upgrade or reconfiguration fee, where the customer asks for a different type of meter, for example to move to a time of use tariff. Clause 18(c) requires the provider to tell the customer the cost of installing another type of meter, which assumes the cost can be charged. Yet clause 24(2) gives no basis for charging it. The second is an administration fee, where a customer installs their own solar or battery and asks the provider to arrange export to the SPN or a feed-in arrangement. Schedule 1 item 10C contemplates this. Neither fee is a recurring supply cost.

Sources: Synergy, Standard Electricity Prices and Charges, South West Interconnected System, prices as at 1 July 2026; Synergy Home Plan (A1) tariff, other fees and charges (synergy.net.au).

Proposed amendment. Add the following one-off fees to the exclusions in clause 24(2) and clause 26(3)(b), each not exceeding the corresponding fee published by Synergy.

- A fee for establishing a customer's account.
- A fee for installing or reconfiguring a meter at the customer's request.
- A fee for administering the connection of a customer-owned distributed energy resource at the customer's request.

3.2 Clause 29: supply with certain characteristics

Issue. Clause 29 applies where a customer requests, or consents to, a supply of electricity with certain characteristics not ordinarily offered by the provider. The term is not defined in the code, the Regulations or the Reading Guide. The only example given is different voltages. As drafted, the clause could extend to any request for three-phase supply, additional capacity, a dedicated circuit or backup supply. The provider must take reasonable

steps, including negotiating with its upstream supplier, and may recover costs only through a special tariff.

Proposed amendment. We support retaining the ability under clause 29(1) for a provider to offer, and a customer to consent to, a supply with different characteristics. We also ask the Department to make the following changes.

- Define the term, or provide an inclusive list (for example voltage, phase, capacity, power quality, backup or reliability, and renewable attribution).
- Confirm that the provider may decline a request that cannot be met within the existing capacity of the SPN and its parent connection without augmentation.
- Confirm that reasonable steps are satisfied by making the request of the upstream supplier and reporting the outcome to the customer.

3.3 Clause 30: facilitating connection to a licensed network

Issue. Clause 30(3)(a) requires the provider to facilitate a connection to a licensed network supply for a person who consumes, or is reasonably expected to consume, more than 50 MWh in a 12-month period within a private network. It is unclear whether this requires the facilitative steps set out in clause 30(1), or the connection itself. If it requires the connection itself, there is no exception where the distributor declines the connection, where the consents of the landowner or strata company under clause 30(1)(c) are withheld, or where the physical works cannot be carried out.

Clause 30(5) requires the person to pay the provider's reasonable costs, as set out in the information given under clause 30(4)(a). It is unclear whether those costs include unavoidable incremental costs directly caused by the connection but not identifiable in advance. It is also unclear whether they include existing third-party commitments the provider must vary or terminate as a direct consequence.

Proposed amendment.

- State that clause 30(3)(a) requires the specified facilitative steps.
- Qualify the obligation so that it does not extend to a connection that cannot reasonably be achieved.
- Clarify that the reasonable costs recoverable under clause 30(5) include unavoidable incremental costs, and the cost of existing third-party commitments, directly caused by the connection.

3.4 Clause 15 with clause 23(2)(b): variations following a change to the by-law tariff

Issue. Clause 23(2)(b) permits the standard tariff to be specified by reference to the by-law in which it is set out. When the by-law rates change, ordinarily on 1 July, the customer's price changes by operation of the agreement. Clause 15 nevertheless requires individual notice to each customer, setting out existing and new prices, at least five business days before the variation applies.

Proposed amendment. Provide that where the tariff is specified by reference to the by-law, notice of a change to the by-law rates may be given by publication on the provider's website and a statement on the customer's next bill.

3.5 Clause 22 and clause 3: customer classes

Issue. The standard tariff and the price protections turn on whether a customer consumes no more than 50 MWh, between 50 and 160 MWh, or more than 160 MWh in any 12-month period. The code does not say when or how a customer's class is determined, or what applies to a new customer with no consumption history. A customer near a threshold could change class from month to month. Schedule 2 item 5 imposes a distinct disclosure obligation for large use customers, but that term is not defined in the code or the Regulations.

Proposed amendment. Provide that a customer's class is determined on consumption in the preceding 12 months, or on the provider's reasonable estimate for a new customer, and is reassessed annually. Define large use customer in clause 3 as a customer that is not a small use customer.

3.6 Clause 36(1)(a): electronic funds transfer

Issue. Clause 36(1)(a) requires a provider to accept payment by electronic funds transfer. The term is not defined in the code or the Regulations.

Proposed amendment. Confirm that payment by BPAY satisfies clause 36(1)(a).

3.7 Clause 5 and regulation 15(2): scope and standard

Issue. Clause 5(2) requires a provider to ensure that any person engaged to act on its behalf complies with the code. Clause 5(3) attributes that person's acts and omissions to the provider. Regulation 15(2) makes it a condition of registration that the registration holder take reasonable steps to ensure that any other person who supplies electricity within the SPN also complies with the code in relation to that supply. The two classes of person can overlap, and the standards differ: clause 5(3) is absolute, while regulation 15(2) is a reasonable steps test. A provider should be able to tell which standard applies to a given arrangement.

Because clause 5(3) is absolute, a provider is treated as having breached the code for every act or omission of an independent contractor it engages. That applies even where the provider has taken reasonable contractual, training and monitoring steps in respect of that contractor.

The code should also confirm that a registration holder may meet its Part 4 obligations through policies, procedures and registers maintained by a person engaged under clause 5 to administer supply within the SPN. The registration holder would remain accountable under clause 5(3). This gives an account holder that holds the registration a practical way to meet Part 4 without duplicating systems, and gives customers a single point of contact.

Proposed amendment.

- State the relationship between clause 5 and regulation 15(2).
- Consider qualifying the attribution in clause 5(3) where the provider has taken reasonable steps to ensure compliance.
- Confirm that a registration holder may adopt and rely on policies, procedures and registers maintained by a person engaged under clause 5 to administer supply within the SPN, while remaining accountable for compliance under clause 5(3).

3.8 Clause 20: meter reads on occupation and vacancy

Issue. Clause 20 requires the provider to read the meter as soon as reasonably practicable after the customer first occupies, or vacates, a supply address. In an embedded network the provider is frequently not a party to the tenancy or sale and is not notified of the change. The clause does not identify the point from which the obligation runs where the provider has not been informed.

Proposed amendment. Amend clause 20 so that the obligation arises as soon as reasonably practicable after the provider becomes aware that the customer has first occupied or has vacated the supply address.

3.9 Clauses 53 and 54: life support notifications

Issue. Clause 53(2) requires the provider to act within 48 hours of receiving a medical practitioner confirmation or notice of change. It must update its register, and provide a copy and the customer's contact details to the retail licensee for the SPN. Clause 54(2)(b) requires the provider to take reasonable steps to ensure that the supply within the SPN is registered with the distributor as a commercially sensitive load.

The provider's relationship, where it has one, is with the retail licensee at the parent meter, not the distributor. Registration as a commercially sensitive load is a matter between the retail licensee and the distributor. A registered provider that is not the account holder at the parent meter has no direct relationship with the retail licensee at all.

Proposed amendment.

- Retain the 48-hour period for updating the register under clause 53(2)(a).
- For clause 53(2)(b), permit the notification to be given to the retail licensee directly, or through the account holder or another agreed channel. The provider would be required to obtain confirmation that the notification has reached the retail licensee.
- Express clause 54(2)(b) as an obligation to request that the retail licensee for the SPN register the supply with the distributor.

3.10 Clause 50(3): access to AS 10002:2022

Issue. AS 10002:2022 is not publicly available without purchase, so a provider must buy access to find out the content of a legal obligation. The standard is expressed as guidance rather than as conformance criteria. It is unclear whether "consistent with" requires adoption of the framework or conformance with each element.

Proposed amendment. Provide free access to the standard for registered providers, or state the applicable requirements in the code. Clarify the test for consistency.

3.11 Clause 7(2): copies on request

Issue. We support the requirement to publish the clause 7(1) information and to supply it free of charge on request. The obligation is unqualified, and could be engaged by repeated requests for standing information already published on the provider's website.

Proposed amendment. Qualify the obligation by reasonableness.

3.12 Clause 3 and clause 33(1)(b): customer details

Issue. The definition of customer details includes the customer's email address, and clause 33(1)(b) requires customer details to appear on every bill. Reproducing a customer's own email address on their bill serves no evident purpose, and not every customer has one.

Proposed amendment. Make the email address element of the definition conditional on the customer having one, and exclude it from the requirement in clause 33(1)(b).

3.13 Clause 33 and Schedule 1: naming the person who administers billing and customer service

Issue. Clause 33(1)(a) and the provider details on the first page of the Schedule 1 form identify the registered provider by name and ABN. A registration holder may engage another person to administer billing, payments, hardship and complaints. The resident then deals with that person, and the bill and disclosure statement should be able to name that person alongside the registered provider. The administrator's contact details already satisfy clause 33(1)(g), which requires only a telephone number and email address for billing and payment enquiries.

A related point is that clause 33 does not say whether a single bill satisfies the clause if it also includes charges for other services supplied to the same customer, such as water or hot water.

Proposed amendment.

- Permit the bill and the disclosure statement to show the registered provider and, where applicable, the name and contact details of the person administering billing and customer service on its behalf.
- Confirm that a bill that includes charges for other services satisfies clause 33 where the electricity charges are separately identified.

4. Drafting corrections

We note the following apparent errors and inconsistencies.

Provision	Comment
Schedule 2 item 6(c) and clause 31(3)	Clause 31(3) prohibits a provider from requiring a customer to maintain, repair or insure a distributed energy resource the customer does not own, or charging a fee to do so. Schedule 2 item 6(c) nevertheless requires disclosure of whether the customer is responsible for costs such as maintaining, repairing or insuring the asset. The disclosure contemplates an allocation of cost that clause 31(3) prohibits.
Schedule 1 item 4, and clauses 22(c) and 24(1)	Schedule 1 item 4 states that the standard tariff for a residential customer who consumes no more than 50 MWh in any 12-month period is tariff A1. Clause 22(c) defines the residential standard tariff without a consumption threshold. Clause 24(1) applies the standard tariff obligation to small use customers, being customers consuming not more than 160 MWh. The 50 MWh figure appears in neither operative provision. A residential customer above 160 MWh therefore has a standard tariff defined by clause 22(c), but clause 24 does not

Provision	Comment
	require it to be applied and the code does not otherwise explain its status.
Clause 33(1) and the Reading Guide	The Reading Guide (section 4, Billing) says the code introduces a requirement to include on the bill the name of the SPN registered with the Authority. Clause 33(1) contains no such requirement. One of the two should be corrected. If the requirement is intended, it should be stated so that providers can build it into billing systems within the transitional period.
Clause 14(3)	Prohibits demanding payment of any amount from a customer otherwise than in accordance with the SPN agreement or the code. A provider may supply other services to the same customer under the same agreement. The reference should be to any amount in relation to the SPN AES.
Clause 45(2)	Expressed as a freestanding obligation to give the customer a copy of the bill and the accompanying notice at least 15 business days after the amount is due. On its terms it appears to require a disconnection warning for every unpaid amount, whether or not the provider intends to disconnect, and it has no outer time limit. It should be recast as a condition precedent to disconnection under clause 45(3).
Schedule 1 item 2 (note)	States that clause 13 requires the SPN agreement to be provided before the supply address is supplied with electricity. Clause 13 requires it to be given when the agreement is entered into.
Schedule 1 item 5	The words if clause 25 does not apply, this section can be left blank should refer to clause 26.
Schedule 1 section 1	States that the provider should, in most situations, be registered with the Economic Regulation Authority. Regulation 10 sets out when the supply of electricity within an SPN is an alternative electricity service and when it is excluded. The disclosure statement should reflect that certainty rather than hedge it. See also item 2.2 on the description of who buys electricity at the parent meter.
Clause 12(1) and the SPN agreement	Regulation 3 defines an SPN agreement to include, for a resident of a strata titles scheme or community scheme, the by-laws applying to that resident. Clause 12(1) requires the provider to ensure the SPN agreement contains specified information. A provider has no power to amend scheme by-laws. The interaction should be clarified.
Clause 26(2)	Permits a provider to charge for EV supply as a standard tariff, but the definition of standard tariff in clause 22 contains no EV supply limb and is framed by reference to tariffs A1, L1 and L3 for general consumption.
Clause 12(2) and clause 10(2)	Clause 12(2) requires an SPN agreement to be consistent with, and include all information in, the disclosure statement given under clause 10. Clause 10(2) exempts existing customers from receiving one. The application of clause 12(2) to an agreement with an existing customer is unclear.