Submission delivered to: epwa-aes@deed.wa.gov.au

Energy Policy WA Alternative Electricity Services team
Department of Energy and Economic Diversification
Energy Policy WA
Level 1, 66 St Georges Terrace Perth WA 6000

23 September 2026

Alternative Electricity Services Code of Practice 2027

SINGLE PROPERTY NETWORK

Energy Intelligence Submission

Introduction

Energy Intelligence welcomes the opportunity to provide feedback on the Exposure Draft Alternative Electricity Services Code of Practice 2027 (AES Code).

We support the Western Australian Government's work to establish a clear and fit-for-purpose regulatory framework for customers supplied through Single Property Networks (SPNs). The introduction of consistent customer protections is an important step in providing greater clarity for customers, landlords and SPN service providers, while recognising the particular characteristics of SPN arrangements.

Energy Intelligence has extensive experience managing non-residential Single Property Networks in Western Australia on behalf of a range of landlords and property owners. We act as agents for SPN owners and are involved in the day-to-day operation and administration of these networks, including customer management, billing, metering, compliance and engagement with landlords, tenants and relevant industry participants.

Our comments are therefore primarily focused on ensuring that the proposed requirements are practical to administer in commercial environments and appropriately distinguish between the responsibilities of the SPN service provider, the customer, the property owner and other parties involved in the supply arrangement.

We support the overall objectives of the AES framework and consider that a number of the provisions in the Exposure Draft provide a sound basis for the future regulation of SPN services. Our comments below identify areas where we believe further clarification or refinement would assist in achieving the intended customer protections without creating unintended operational or commercial obligations for SPN service providers.

1. Clause 16 – Change of SPN service provider

Clause 16 requires an incoming SPN service provider to notify customers within 48 hours of becoming the provider for the SPN.

We support customers being notified promptly when there is a change in SPN service provider. However, the 48-hour timeframe may not always be practicable.

Following a change of provider, the incoming provider may not immediately have access to complete and current customer information. The transfer of customer information from the outgoing provider may take time and may involve the establishment and validation of customer records.

This is particularly relevant in larger commercial properties where there may be a significant number of customer accounts, with contact information held across multiple systems or provided by different parties. For example, the relevant contacts may include store or site-level personnel, property or centre management, accounts teams and head office representatives, and these details may not always be available to the incoming SPN provider at the time of transition.

We recommend that clause 16 recognise the practical requirements associated with transferring customer information.

Recommendation

We recommend that clause 16(2) be amended to require notification:

as soon as reasonably practicable, and no later than 20 business days after becoming the SPN service provider,

or alternatively that 5 business days timeframe commence once the incoming provider has received the information reasonably required to contact the affected customers.

This would retain the objective of prompt customer notification while ensuring that an incoming provider is not placed in breach of the Code because information necessary to undertake the notification has not yet been made available to it.

2. Clause 17 – Meter installation

Clause 17 requires an SPN service provider to ensure that an SPN meter is connected to a supply address and, when installed, repaired or replaced, accurately measures electricity consumption. It also requires compliance with applicable National Measurement Institute specifications or guidelines and other applicable standards under written law.

We support the requirement for accurate and compliant metering. However, we consider that the Code should also provide greater clarity around the **standard for new installation of SPN meters**, rather than addressing the compliance of the meter itself without clearly addressing its installation.

Meter accuracy and reliable measurement can be affected by the manner in which the meter is installed, connected, configured and commissioned.

We acknowledge that requirements under the National Measurement Act 1960 (Cth) may address aspects of meter approval, verification and measurement. However, it would be helpful for the Code to clarify whether these requirements are intended to address the installation of the meter and associated electrical works, or whether separate electrical installation requirements are intended to apply.

Recommendation

We recommend that the Code either:

- specify an appropriate installation standard for SPN meters; or
- expressly require SPN meters to be installed, connected and commissioned in accordance with all applicable Western Australian electrical installation requirements and relevant technical standards.

We also recommend that Energy Policy WA clarify the intended interaction between clause 17 and the National Measurement Act 1960 (Cth).

3. Clause 25 – Special tariffs

We question whether it is necessary for a customer who voluntarily opts into a special tariff to be subject to a blanket 36-month minimum period before being able to opt out.

In our view, a three-year lock-in should not apply simply because a customer has elected to participate in a special tariff. Where the customer has not agreed to a specific minimum commitment, the customer should be able to request to opt out of the special tariff by written request, subject to a reasonable administrative period for the change to take effect.

For example, the customer could request to opt out at any time, with the change taking effect from the next billing period.

However, where a special tariff has been specifically structured on the basis of a contracted minimum commitment, for example because the SPN provider or another party has made a specific investment or incurred costs to provide that tariff, the agreed commitment should be able to be retained. In these circumstances, the minimum commitment should be clearly disclosed to the customer as part of the special tariff arrangement.

Recommendation

If Energy Policy WA considers that a minimum commitment should apply as a default position, we suggest consideration be given to a 12-month minimum period, with a customer who has opted into a special tariff being permitted to change or opt out of that tariff no more than once in any 12-month period.

This would provide a reasonable level of stability for tariff administration while avoiding the need for a blanket three-year lock-in.

We also suggest that the requirement for the SPN provider to give a prescribed notice of the customer's opt-out date be reconsidered. Where the applicable minimum commitment and the customer's right to opt out are clearly set out when the customer enters the special tariff arrangement, we do not consider a separate prescribed notification period should be necessary.

Where a special tariff involves a specific customer investment or other cost that genuinely requires a longer commitment, that commitment could instead be clearly disclosed to the customer as part of the special tariff arrangement.

Clause 25(4) – notification of opt-out date

If the 36-month minimum period is retained, we also question the need for the prescriptive requirement in clause 25(4) that the provider notify the customer of the opt-out date no less than 20 days and no more than 40 days before that date.

If the customer has already agreed to a special tariff and the minimum term is clearly disclosed at the time of opting in, the customer should be able to manage the expiry of that commitment without requiring the provider to issue a separate prescribed notification.

We consider that the 20–40 day notification window creates an additional compliance obligation without necessarily providing a corresponding customer protection.

Recommendation

If the 36-month minimum period is retained, we recommend that clause 25(4) be removed.

The customer should instead be able to request a change of tariff once the applicable minimum period has expired, with the change taking effect within a reasonable period, such as from the next billing period.

This would provide customers with a clear right to change tariff while avoiding an unnecessary prescribed notification window for providers.

4. Clause 26 – Electric vehicle supply

We support the Code recognising EV charging as a distinct electricity load. However, we consider that the current drafting does not adequately distinguish between ordinary EV charging associated with a customer and **commercial, high-capacity EV charging** installations.

The definition of "EV supply" currently refers to electricity supplied under an SPN agreement that is supplied in addition to, and metered separately from, another supply of electricity to the customer and is used solely for charging an electric vehicle.

This appears to contemplate EV charging primarily as an additional supply to an existing customer.

However, commercial EV charging installations are increasingly being installed at shopping centres and other commercial properties with substantially different electricity consumption and demand characteristics from the underlying tenant or property customer.

A high-capacity commercial EV charging installation should not necessarily be treated as an additional service to an existing small use customer.

Commercial EV charging as a customer

We recommend that the Code clarify that where a separately metered EV charging installation is operated as a distinct commercial activity, the entity responsible for that EV charging load may be treated as a separate customer of the SPN, rather than the EV supply automatically being treated as an addition to another customer's supply.

This would better reflect the commercial nature of the arrangement and ensure that the tariff and cost-recovery provisions applicable to the EV load are appropriate to the customer and the load actually being supplied.

The Code should also distinguish high-capacity commercial EV charging from ordinary customer EV charging through an appropriate capacity threshold.

Network capacity and demand costs

High-capacity commercial EV charging can have materially different demand characteristics from ordinary residential or small commercial EV charging. More broadly, EV charging and other equipment with an atypical, highly variable or high-demand load profile may have a disproportionate impact on the SPN's maximum demand and associated network costs.

Where a customer's equipment materially contributes to the SPN's maximum demand or associated network costs, the SPN service provider should be able to recover the reasonable costs attributable to that load.

The current limitation on the fixed daily supply charge for EV supply to the "additional dwelling amount" may not appropriately reflect the costs associated with a high-capacity commercial EV installation or other equipment with a materially different demand profile.

Recommendation

We recommend that the Code:

- allow appropriate cost recovery for any equipment or load that has a material impact on the SPN's capacity or demand costs, rather than limiting this consideration to EV charging;
- distinguish ordinary EV charging from high-capacity commercial EV charging;
- allow a separately metered commercial EV charging installation to be treated as a separate customer where it operates as a distinct commercial activity;
- provide an appropriate mechanism for recovery of reasonable capacity and demand-related costs attributable to high-capacity commercial EV charging; and

- ensure that high-capacity commercial EV charging is not automatically subject to tariff provisions designed for ordinary small-use customers.

Clause 26(4) – Limitation of EV supply

Clause 26(4) provides that a provider may limit EV supply only if prior written notice is given to the customer of when the EV supply will be limited.

We are concerned that this may unintentionally place an operational obligation on the SPN service provider to install, operate or actively manage load management systems.

Limiting EV supply in response to network demand may require appropriate technical infrastructure, communications systems and active monitoring. It may also require the provider to determine when an EV load should be limited.

This creates operational and compliance risks, particularly where high EV demand may contribute to capacity or demand-related costs at the SPN's parent meter.

Recommendation

We recommend that clause 26(4) be clarified so that it does not, by itself, require an SPN service provider to install or operate load management equipment or actively manage a customer's EV charging load.

Where load management is required, the relevant technical and operational arrangements should be agreed with the customer and, where appropriate, incorporated into the supply arrangement.

5. Clause 30 – Request for supply from licensed network

We support the ability for a customer consuming more than 50 MWh to obtain a direct supply from a licensed network.

However, we have concerns about the breadth of the obligation placed on the SPN service provider to "facilitate" that connection.

The definition of "facilitate a connection" includes undertaking preliminary investigations, dealing with the relevant distributor or retail licensee, obtaining consents and approvals, arranging electrical and other works and providing access to the relevant site.

In our view, the customer seeking the licensed network supply should generally be responsible for engaging with its retailer and/or distributor of choice and managing the associated application, quotations, approvals and works.

The SPN service provider should be available to reasonably assist and facilitate the process, but should not become the customer's project manager, agent or representative for works that are being undertaken for the customer's benefit.

Landlord consent

This is particularly important in a commercial property environment.

The works required to establish a separate licensed network supply may affect the landlord's property, electrical infrastructure, common areas or other customers within the SPN.

The customer should therefore be responsible for obtaining the landlord's consent to the proposed works where required under the customer's lease or other agreement with the property owner.

The SPN service provider should not be placed in the position of obtaining or providing landlord consent on behalf of the customer, or entering into an agreement with the landlord on the customer's behalf.

Recommendation

We recommend that the Code clarify that:

- the customer remains responsible for obtaining any consent required from the owner of the land or building under its lease or other agreement;
- the customer remains responsible for engaging its retailer and/or distributor of choice;
- the customer is responsible for obtaining quotations, approvals and connection arrangements;
- the customer may engage site approved contractors, subject to reasonable site, safety, access and induction requirements of the SPN service provider and property owner;
- the SPN service provider may reasonably coordinate access and timing where works or interruption of supply may affect other customers or the operation of the SPN; and
- the SPN service provider is not required to act as the customer's agent, project manager or representative in relation to the connection.

Costs and funding of works

Clause 30(4) and (5) contemplate the SPN service provider providing information about its reasonable costs and the customer paying those costs.

We recommend clarification that this does not require the SPN service provider to fund or initially pay for third-party connection or construction works and subsequently recover those costs from the customer.

The customer should be able to obtain quotations directly from appropriately qualified and approved contractors and arrange and pay for its own works.

The SPN service provider should be able to establish reasonable requirements for contractors working on the site, including qualifications, insurance, inductions, safety requirements and coordination of works.

Reinstatement and make-good

We also recommend that the Code clarify responsibility for any works required to return a supply address or relevant electrical infrastructure to its previous configuration if the customer subsequently ceases to take a licensed network supply.

This is particularly relevant in commercial leasing arrangements, where a tenant may have obligations under its lease to make good alterations to the premises at the end of the lease.

The current drafting should not inadvertently prevent a landlord and tenant from agreeing that the tenant is responsible for reinstatement or make-good costs.

We recommend that the customer's responsibility for reinstatement be capable of being addressed through the customer's landlord consent or other agreement with the property owner.

6. Clause 38 – Undercharging

Clause 38(3)(a) provides that a customer is not required to pay an amount that was undercharged if the undercharging occurred more than 12 months before the customer was notified.

We suggest that, for non-contestable customers consuming less than 50 MWh per annum, the provision could simply **limit recovery of undercharged amounts to the previous 12 months**.

This would provide a clear and straightforward limit for both customers and SPN providers.

We recommend that Energy Policy WA consider whether this approach would provide a clearer and more practical outcome than determining when individual undercharges occurred.

7. Customer information – timing of disclosure

Clauses 10 and 11 require the disclosure information to be provided before entering into an SPN agreement, and the Schedule 1 disclosure statement similarly states that it should be provided before the SPN service provider enters into an SPN agreement with the customer.

We support customers receiving this information before commencing supply. However, in practice, **the commencement of electricity supply is the more appropriate trigger than the commencement of a lease or tenancy**.

The SPN service provider may not always be notified of a new tenancy or occupancy at the time the lease commences. This can be particularly challenging where property managers, leasing agents, landlords and service providers may each hold different information about occupancy.

A customer may commence consuming electricity at a supply address before the SPN service provider has received notification of the change in occupancy.

We therefore recommend that the disclosure requirement be linked to the commencement of electricity supply rather than the commencement of a lease or tenancy.

Recommendation

The Code should require the disclosure information to be provided **before, or as soon as reasonably practicable before, the customer commences receiving electricity under the SPN agreement**.

Where a provider is not notified of a change in occupancy until after electricity consumption has commenced, the provider should be permitted to provide the disclosure information as soon as reasonably practicable after becoming aware of the new customer.

Deemed supply arrangements

We also recommend that the Code expressly recognise situations where a customer begins consuming electricity before an SPN agreement has been formally entered into.

In these circumstances, the person occupying or using the supply address should remain responsible for electricity consumed from the commencement of their occupation or use of the supply address, notwithstanding that the formal customer account or agreement may be established subsequently.

This would provide clarity for both customers and providers in relation to deemed accounts and avoid creating an unintended period during which electricity is consumed without a clear customer responsibility for the associated charges.

The disclosure requirements could continue to apply as soon as reasonably practicable once the provider becomes aware of the customer.

8. Customer-facing metering information

We also recommend a minor drafting clarification to the customer information regarding meter reading and meter testing.

Clause 19 separately deals with meter testing, including accuracy testing at the customer's request, while clause 20 requires the SPN service provider to read the meter after a customer first occupies or vacates a supply address.

The customer information should clearly distinguish between **reading the meter at the commencement or end of occupancy** and **testing the accuracy of the meter**.

This will avoid creating an expectation that a meter accuracy test is required every time a customer moves into a supply address.

Conclusion

Energy Intelligence supports the introduction of a clear and practical regulatory framework for SPN services in Western Australia.

We recognise the importance of extending appropriate customer protections to customers supplied through SPNs and support the objective of providing customers with clear information, appropriate billing protections and access to appropriate complaint and dispute resolution mechanisms.

Our comments are intended to assist Energy Policy WA in ensuring that the final Code is practical to implement across the wide range of SPN arrangements operating in Western Australia, particularly commercial properties and shopping centres.

In our experience, SPNs can involve complex relationships between property owners, tenants, property managers, service providers, retailers, distributors and electrical contractors. Clear allocation of responsibility between these parties will be important to ensuring that the new framework operates effectively without creating unintended obligations or expectations.

We thank Energy Policy WA for the opportunity to review the Exposure Draft and provide feedback. We would be pleased to discuss any of the matters raised in this submission or provide further practical examples from our experience managing SPN arrangements in Western Australia.

Yours sincerely,

Mardi Trezise
Managing Director

Mussan Larnach
Compliance Manager

ABOUT **ENERGY INTELLIGENCE**

Energy Intelligence is a prominent energy consultancy specialising in advisory services within the embedded sector. Our focus lies in delivering tailored embedded network solutions for clients who own diverse sites incorporating both traditional and renewable energy sources across multiple states. We uphold rigorous compliance standards that exceed jurisdictional requirements, reflecting our dedication to best practices. This commitment is evident in the exemplary management of the embedded networks under our care.

Energy Intelligence Pty Ltd

Email compliance@energyintel.com.au
Website energyintel.com.au