25 September 2026

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

Lodged electronically: EPWA-AES@deed.wa.gov.au

Dear Sir/Madam,

RE: DRAFT AES CODE OF PRACTICE FOR SINGLE PROPERTY NETWORK SERVICES

Origin Energy (Origin) welcomes the opportunity to respond to the Western Australian (WA) Department of Energy and Economic Diversification (DEED) Consultation on the draft Alternative Electricity Services (AES) code of Practice for Single Property Network (SPN) services.

Origin supports the policy intent of extending consumer protections to SPN customers, and agrees that the current gaps in disclosure, billing, hardship support and dispute resolution in the embedded network market should be closed. Our concern is that several clauses go further than necessary, exceeding both the National Energy Customer Framework (NECF) and the incoming AER bill content requirements, and would require bespoke, WA-only systems and processes to comply.

Several clauses also risk preventing recovery of prudent and efficient supply costs, which will ultimately flow through to consumers as higher prices or reduced investment. Where possible, our recommendation is to align with NECF/AER outcomes rather than create WA-specific rules, and to focus obligations on outcomes rather than mandating how providers must deliver them.

Providers require clarification on how the standard tariff operates before they can assess their pricing obligations. Currently, Section 4 of the Reading Guide treats the standard tariff as a fixed reference point, meaning any variation (including a discount) requires a formal "special tariff" customer opt-in. However, Clause 22 of the Code defines it using maximum allowable rates, implying it is a price ceiling that permits discounting without triggering the special tariff process.

Our response to stakeholder questions is provided at Attachment A.

If you have any questions regarding this submission, please contact in the first instance

Yours sincerely

Standard tariff definition

Section 4 of the Reading Guide treats the standard tariff as a rigid reference point, meaning any discount requires a formal, administratively heavy customer opt-in to a "special tariff." Conversely, Clause 22 of the Code defines the standard tariff by maximum allowable rates, implying it should operate as a price ceiling that allows discounts without triggering special tariff requirements.

To resolve this, Origin requests explicit confirmation in the Code that the standard tariff operates as a price cap. Origin prefers aligning the Code and Reading Guide to treat the standard tariff as a ceiling, allowing providers to offer straightforward discounts without the administrative burden of the special tariff opt-in, notice, and 36-month lock-in processes.

Standard tariff and below-cost supply (clauses 22–25)

The standard tariff (capped at A1/L1/L3 levels) is mandatory unless a customer opts into a special tariff in writing, and clause 24 requires nearly all supply-related fees and charges to be absorbed within that capped rate. At sites where the delivered cost of energy exceeds the benchmark tariff, the provider or strata company must supply at a loss, while still carrying full AES metering, billing and service obligations. Because uptake of a special tariff depends on individual customer opt-in, it is not a reliable mechanism to recover this shortfall.

Further, while the 36-month minimum term before a customer can opt out of a special tariff gives providers welcome revenue certainty, it also carries real risk in the other direction: where underlying supply costs increase during that period, the provider has no corresponding ability to adjust the special tariff to reflect higher costs and must absorb the difference for the remainder of the term.

Origin proposes retaining A1, L1 and L3 as customer-facing price caps, but permitting transparent recovery of reasonable costs where evidenced actual delivered energy and service costs exceed the benchmark (e.g. an evidence-based cost pass-through mechanism), rather than requiring the operator or owners corporation to absorb the shortfall indefinitely. We also propose the Code allow a limited, transparent mechanism to vary a special tariff during its term where a provider's underlying supply costs materially increase, subject to appropriate customer notice, so that the certainty the 36-month term is intended to provide does not become one-sided.

EV charging (clause 26)

Clause 26(3) caps the fixed daily supply charge for EV supply at the Synergy A1 additional-dwelling amount (currently ~47.41c/day, ~$173/year), and appears to require software, communications, load management, maintenance and monitoring/customer-support costs to be recovered within that cap. Typical market pricing for managed EV charging services are well above this, meaning the cap would require a reduction per charging point and would likely under-recover actual service costs.

The Code fails to clarify how shared or common-use EV chargers are classified. While the Reading Guide states EV supply should be part of an SPN agreement rather than "ad hoc casual charging," Clauses 9 and 26 do not define this distinction in practice. Consequently, it remains unclear whether common-use infrastructure is subject to the Clause 26 price cap or entirely unregulated. Left unresolved, this risks discouraging investment in shared EV infrastructure for new developments.

Origin proposes retaining price protection for EV supply, but allowing a separately calculated, reasonable EV service charge cap that reflects genuine technology, communications and managed-charging costs, rather than incorporating these in the A1 additional-dwelling amount. We also ask that the Code clarify how dedicated, shared, visitor and ad hoc charging arrangements are each treated, including whether shared/common-use charging is in scope of clause 26 and, if so, that reasonable EV-specific cost recovery is permitted.

Customer disclosure and SPN agreements (clauses 10–12, Schedule 1)

The prescribed residential disclosure statement requires highly site- and customer-specific information, including tariff structures, metering, EV and DER ownership, installation rights, and common-property benefits. Clause 12 mandates that this detailed data also be identically reflected in the SPN agreement. Because assets such as EV chargers are installed progressively over a building's lifespan, this framework

requires continuous customer-level document generation and version control. This level of manual customisation is inconsistent with standard retailer-scale billing systems and does not align with established NECF disclosure requirements.

Origin proposes aligning with NECF disclosure outcomes by adopting a layered information model. This approach would feature a standard customer disclosure statement as the core document, supplemented by a site-specific welcome pack or schedule for building-wide details, and a customer-specific EV or DER schedule appended only when relevant to that individual. Under this streamlined model, document re-issuance would only be triggered by material changes such as pricing updates rather than each incremental site variation.

Billing format and delivery (clauses 32–33) and the paper-bill fee prohibition

The prescribed bill fields, free paper billing, GST presentation, unmetered allocation disclosure and time of use information requirements would together create a WA specific billing build. This adds cost without a clear benefit to customers, particularly as the AER's national bill content requirements are expected to take effect from around late December 2026, with the exact date pending a decision due this month. On the paper bill fee specifically, licensed WA retailers are permitted to charge for paper bills under the *Energy Operators (Electricity Generation and Retail Corporation) (Charges) By-laws 2006*. An outright prohibition would therefore place SPN providers under a stricter standard than incumbent retailers for the same service.

Origin proposes harmonising with NECF and the incoming AER billing guidelines, with deemed compliance for retailer-grade billing systems. On paper bills, we propose either removing the blanket prohibition, or limiting it to vulnerable, concession and hardship customers, which would better align with NECF.

Estimated billing (clause 34) and its interaction with clause 47

Clause 34 prohibits estimating a customer's first three bills and more than two bills in any calendar year and requires an explanation of both the reason for the estimate and the methodology used - a higher disclosure standard than currently applies to licensed retailers, who generally only need to flag that a bill is estimated. This is workable for less sophisticated operators but seems unnecessary where an SPN provider already uses AEMO-accredited systems aligned with retailer requirements. The rigid limits also risk providers holding bills back until an actual read is available, increasing bill shock, and create an internal inconsistency with clause 47: a provider may be required to tolerate denied meter access for up to nine consecutive months before disconnection becomes available, potentially exhausting the two-estimate limit well before it has any practical means of billing on an actual read.

Origin proposes aligning with a NECF-style "reasonable endeavours to obtain an actual read" standard, including at least one actual read every 12 months, rather than fixed numeric limits, and removing the first-three-bills prohibition. We also propose requiring escalation after repeated estimates and reconciliation once an actual read is obtained and excluding circumstances outside the provider's reasonable control such as denied or unsafe access, meter or communications failure, or third-party data issues. The clause 47 access-denial provisions compound this issue and should be considered together with clause 34.

Price and other customer notices (clauses 15, 25, 26, 32)

Separate WA-specific notice triggers apply for price/fee variations, special-tariff opt-out timing, EV supply limitations and availability of electronic bills. Each requires its own template, data field and workflow control. For dynamically managed EV charging, such as load-management or demand-response events and network constraints, issuing a separate written notice for every control event would be operationally impractical. Because these notice windows differ by clause, for example at least 5 business days for a price variation and a 20 to 40 day window for a special tariff opt-out date, each customer's individual notice timeline must be separately tracked, adding further system and process complexity on top of the templating issue.

Origin proposes adopting NECF/AER-aligned communication outcomes and permitting use of existing compliant channels and templates. For EV load management, we propose allowing upfront disclosure of the objective operating parameters or circumstances under which charging may be limited, for example in the disclosure statement or agreement, with a further notice only where there is a material change to those parameters, rather than a standalone notice for each event.

Customer-requested offsets and supply with certain characteristics (clauses 28–29)

These clauses require the SPN provider to take reasonable steps to facilitate customer-level renewable offsets or electricity with certain characteristics. Many SPN and embedded network operators do not currently offer customer-level GreenPower-equivalent products, largely due to limited demand, and may lack the billing, allocation and market-arrangement capability to administer them at an individual customer level. Mandating this creates a risk of disproportionate cost for a small number of requests.

Origin proposes that the Code focus on the outcome for customers rather than how it is delivered. For example, an accredited market-based product procured upstream should be able to satisfy the obligation, instead of requiring the SPN operator to build and administer a new customer-level product where none exists today and demand has not been shown. If these clauses remain, we ask that the Code confirm clearly that "reasonable steps" does not require a provider to build a new product or system.

Request for supply from licensed network (clause 30)

This provision is particularly concerning. As drafted, "facilitate" a connection to a licensed network supply expressly includes undertaking preliminary investigations, dealing with the relevant distributor or retail licensee, obtaining consents and approvals, and arranging works, effectively making the SPN provider the customer's investigator and project manager. In practice, even establishing feasibility and indicative cost may require engaging electrical consultants, network providers, retailers and metering parties, with uncertain effort and outcomes largely controlled by third parties. While cost recovery from the requesting customer is contemplated, the cost cannot reliably be quantified without first doing the detailed investigation the clause requires the provider to lead.

Origin proposes shifting primary responsibility for cost, coordination and investigation to the customer seeking a direct connection to the licensed network supply. The SPN provider's obligation should be to cooperate, provide access to information within its control, and carry out any works reasonably required of it at a fair and reasonable cost, not to lead the investigation or project-manage the process. The Code should focus on preventing obstruction of a technically compliant proposal, rather than requiring the SPN provider to actively drive it, and should allow objective grounds for refusal such as safety, capacity or access.

"Reasonable costs" test lacks a defined methodology (clauses 27–30)

A "reasonable costs" test appears repeatedly across the Code, including for recovering the cost of supplying an SPN wholly from renewable sources (clause 27), a customer's request to offset supply (clause 28), a request for electricity with particular characteristics (clause 29), and facilitating a connection to a licensed network supply (clause 30). In each case the provider must be able to evidence its reasonable costs, but the Code does not specify a costing methodology or evidentiary standard against which reasonableness is to be assessed. Without this, there is a real risk of recurring disputes between providers, customers and the ombudsman over what can properly be recovered under each of these clauses.

Origin proposes that the Code specify, or reference, an accepted costing methodology and evidentiary standard for "reasonable costs" recoverable under clauses 27 to 30, ideally aligned with an existing NECF or Economic Regulation Authority cost-recovery approach, so that both providers and customers have a consistent and predictable basis for assessing what can be charged.

Change of SPN provider and life support transfer (clauses 16, 52–54)

An incoming provider must, within 48 hours of becoming the provider, notify every customer, request the outgoing provider's life support register, and establish whether residents at registered addresses require life support equipment; separate 48-hour requirements also apply on receipt of a medical practitioner confirmation or change notice, including updating the register and notifying the retail licensee. NECF does not currently prescribe an equivalent registration timeframe, with the current standard being "as soon as possible" and the Energy and Water Ombudsman's own benchmark at one business day; however, the incoming NECF change, expected to take effect December 2027, is understood to align to "no later than the next business day," which suggests 48 hours is a reasonable and NECF-consistent target for that specific obligation. The more significant practical issue is the whole-of-portfolio transfer scenario: the 48-

hour clock for notifying customers, requesting the register and confirming life support status may not be achievable where customer and life support data must be securely validated and migrated between providers during a change of provider, and there is no matching express timeframe on the outgoing provider to hand over the register.

Origin proposes retaining 48 hours as the standard for the discrete medical confirmation and change notice obligations under clauses 52–54, consistent with the direction NECF is heading. For a change of SPN provider under clause 16, we propose replacing the fixed 48-hour deadline with a rule that disconnections for non-payment and planned interruptions are not permitted until the life support register has been transferred and affected customers notified of the new provider. This better manages the safety risk than a timeframe that may not be practically achievable during a portfolio transfer, and should be paired with a reciprocal, secure transfer obligation on the outgoing provider.

Meter testing and meter reads (clauses 19, 21)

Clause 19 requires a meter test to be completed within 10 business days of a customer request, while clause 21 requires a requested read to be carried out “as soon as reasonably practicable.” A fixed 10-business-day SLA for testing may not be achievable in regional locations or where tenant access is required and cannot be arranged within that window.

Origin proposes qualifying clause 19 with a reasonable-endeavours standard where compliance is genuinely prevented by third-party access or attendance requirements, consistent with the “as soon as reasonably practicable” wording already used in clause 21.

Complaint outcome timeframe (clauses 50–51)

A written complaint outcome, including reasons, must be provided within a fixed 20 business days. This could create a technical breach where a provider is actively and appropriately managing a complaint in line with AS/NZS 10002:2022, but is awaiting information from the customer, a distributor, a metering provider or another third party.

Origin proposes retaining 20 business days as the target but allowing the clock to pause where information reasonably required to resolve the complaint is outstanding from the customer or a third party.

Disconnection and reconnection (clauses 45, 46)

Clause 45 - Disconnection for failure to pay amount due

Clause 45(1) only provides for disconnection where there is an identified customer and an unpaid amount due under a bill. The Code does not appear to include an equivalent process for disconnecting a vacant or unidentified supply address, that is, one with no active billing relationship. This may leave a gap in a provider's ability to manage unbilled or vacant sites within an SPN.

Clause 45(2) requires the bill copy and accompanying notice to serve as both the payment reminder and the formal disconnection warning. There is no separate reminder notice, or "best endeavours" contact step, required beforehand. Combined with the 10-business day period in clause 45(3), this produces an effective notice period of around 15 business days before disconnection becomes available.

We also query the requirement at clause 45(2)(b) to provide a copy of the provider's family violence policy alongside this specific notice. This is not a requirement under other WA codes or comparable regulation in other states, and it would help to confirm whether this is intentional.

Clause 45(5) is also difficult to apply as drafted. Paragraph (a) requires a provider to have been aware a customer is vulnerable for at least nine months before the disconnection exemption applies. Paragraph (c), however, permits disconnection of that same vulnerable customer once the provider becomes aware they no longer reside at the address. The interaction between these two triggers is unclear.

On clause 45(6), the $100 threshold at paragraph (b) is expressed as a blanket amount, with no equivalent carve-out for other disconnection types, for example, disconnection following denial of meter access under clause 47.

At paragraph (d)(i), it should be made explicit that the exclusion for an unresolved complaint or dispute applies only where the provider has been made aware of it through the relevant channel (raised with the provider or the electricity ombudsman). Without this, a provider has no practical means of identifying or protecting against a complaint or dispute it does not know exists.

Origin proposes that clause 45 be reviewed to confirm whether, and how, disconnection is intended to apply to vacant or unidentified supply addresses, and to clarify whether the bill and accompanying notice under clause 45(2) is intended to operate as a combined reminder and disconnection warning, or whether a separate reminder step is expected in practice.

We also ask that the Code confirm the policy basis for requiring the family violence policy to accompany this specific notice and resolve the apparent inconsistency between clauses 45(5)(a) and (c) in their treatment of a known vulnerable customer.

Finally, we require clarification on how the $100 threshold in clause 45(6)(b) is intended to apply, including whether equivalent carve-outs apply consistently across other disconnection types under the Code, and confirmation that the complaint/dispute exclusion in clause 45(6)(d) applies only where the provider has actual knowledge of the relevant complaint or dispute.

Clause 46 - Obligation on SPN service provider to arrange reconnection

Clause 46(2) requires a provider to reconnect a supply address within two business days after a customer makes payment or enters into a payment plan or other arrangement. It does not require the customer to have requested reconnection.

Read literally, this could be taken to require automatic reconnection on payment, with no request from the customer. This creates risk where the customer has not asked to be reconnected - including further debt where the customer no longer wants to be supplied, and safety risk where the status of the meter or installation has not been confirmed prior to reconnection.

Origin proposes that clause 46(2) be amended so that reconnection is conditional on the customer requesting reconnection, in addition to payment being made or a payment plan or arrangement being entered into, consistent with standard retail practice and to manage the safety and debt risks noted above.

We would welcome the opportunity to meet with DEED to discuss this submission further.