Small Business
Development Corporation

GOVERNMENT OF
WESTERN AUSTRALIA

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Dear

DRAFT AES CODE OF PRACTICE FOR SINGLE PROPERTY NETWORK SERVICES

The Small Business Development Corporation (**SBDC**) welcomes the opportunity to review and comment on the Government's Alternative Electricity Services (**AES**) Code of Practice for Single Property Network (**SPN**) services.

One of the SBDC's key strategic objectives is to drive improvements to the operating environment for small businesses in Western Australia. One way that we seek to achieve this is through collaboration with government agencies to offer a small business perspective during the policy design process. In this regard, the SBDC continues to maintain a strong and positive relationship with Energy Policy WA, and the long history of collaboration and effort that has led to the development of the AES Code of Practice for SPNs is acknowledged.

AES Code of Practice

The SBDC has reviewed the AES Code of Practice (**Code**) and is strongly supportive of the increased clarity and protections it will provide to small business SPN customers. There is a selection of clauses where the SBDC has additional commentary for your consideration, which has been outlined in Attachment One.

Timing and transitional arrangements

It is noted that subject to any exemptions available, any person who provides a service prescribed in the AES Regulations (including SPN providers) will need to:

- Register with the Economic Regulation Authority;
- Become a member of the Electricity Ombudsman scheme (service providers of small use customers only); and
- Comply with the Code.

Registration for SPN service providers will become mandatory on 1 July 2027.

To transition into the new framework, electricity supply contracts entered into **after** 1 July 2027 will need to contain terms consistent with the Code and SPN providers will be required to provide customers with a disclosure statement. This approach is supported by the SBDC.

For existing electricity supply contracts entered into **before** 1 July 2027, the proposed transitional arrangements provide that disclosure statements need only be supplied upon written request from a customer and that existing contracts are not required to be updated. While clauses that are inconsistent with the Code would be rendered ineffective and SPN providers would still be required to comply with the Code, the SBDC is concerned that this approach places an unreasonable burden on small business SPN customers to understand and enforce their rights.

Many small business SPN customers will likely be unaware of the Code and, consequently, may not know to request a disclosure statement. In practice, they may continue to rely on contractual terms that are inconsistent with the Code, without understanding which provisions are no longer valid or where an SPN provider may not be meeting its obligations. This creates a risk that small business SPN customers will be unaware of important protections available to them, including rights relating to pricing, billing and dispute resolution, as well as their ability to seek assistance from the Energy Ombudsman.

This concern is likely to be particularly significant in the retail sector, where many small businesses operate from shopping centres and other commercial premises supplied through SPNs. There are potentially thousands of small business tenants that may remain on existing electricity supply contracts for many years after the commencement of the Code. It could be assumed that SPN arrangements align with retail lease terms, which commonly include multi-year lease periods and options for renewal. As a result, some small businesses may continue to be supplied under pre-1 July 2027 contracts well into the future.

The proposed transitional arrangements would create a situation where the level of information available to a small business customer depends largely on the date their electricity supply contract was entered into. Customers entering into new contracts after 1 July 2027 would automatically receive information about their rights and protections under the Code, while those on existing contracts would only receive this information if they are aware of the Code and proactively request a disclosure statement. This creates a risk of ongoing information asymmetry between neighbouring businesses operating under the same SPN, despite being entitled to the same protections under the Code.

Small business owners often have limited time and resources to monitor regulatory changes affecting their operations and may not have specialist knowledge of energy arrangements. Some

business operators may also face additional barriers to accessing information, including cultural and linguistic diversity or lower levels of familiarity with regulatory frameworks. In these circumstances, placing the onus on customers to discover the existence of the Code and request information about their rights is unlikely to achieve the policy objective of improving transparency and consumer protections within SPNs.

The SBDC considers that a customer's level of awareness of their rights should not be determined by the commencement date of their electricity supply contract. Regardless of when a contract was entered into, all small business SPN customers should receive clear information regarding their rights and obligations, pricing protections, complaint and dispute resolution pathways, and the role of the Energy Ombudsman.
It is acknowledged that requiring all existing SPN contracts to be amended would be a substantial administrative undertaking for providers. However, the SBDC considers there is a more balanced approach that would minimise this burden while improving customer awareness and protection.

Specifically, contracts entered into prior to 1 July 2027 could remain in force without amendment, with SPN providers required to proactively provide a disclosure statement to all existing small business SPN customers (both small-use and large-use). This would help ensure customers are informed of their rights and the protections available under the Code, without imposing the significant costs associated with renegotiating or reissuing existing contracts.

Application of Code to large-use customers

The SBDC notes that several provisions in the Code apply only to non-residential small-use customers – defined as customers who consume less than 160 MWh of electricity within an SPN over a 12-month period – and do not extend to large-use customers. These provisions include protections relating to tariffs, financial hardship assistance, payment plan arrangements and access to dispute resolution through the Energy Ombudsman.

The SBDC is concerned that electricity consumption is not, in of itself, an adequate indicator of a business's level of sophistication, bargaining power, resources or capacity to navigate complex energy arrangements. There are many small businesses that have high electricity usage due to the nature of their operations, including food franchisees, bakeries and other energy-intensive enterprises. Despite their higher energy consumption, these businesses often face the same information asymmetries and resource constraints as other small businesses and should therefore have access to the same baseline consumer protections.

By way of example, a group of small businesses operating within the same shopping centre may all be supplied through the same SPN and face similar challenges in understanding electricity pricing, billing arrangements and their rights under the Code. A clothing retailer, a newsagency and a bakery may each have a small number of employees, limited administrative resources and little ability to negotiate the terms of their electricity supply. However, the bakery could exceed the 160 MWh threshold simply because it relies on energy-intensive equipment such as commercial ovens, refrigeration and food preparation machinery. Under the proposed framework, that bakery could be excluded from protections and dispute resolution pathways

available to neighbouring businesses operating under the same SPN, despite having a comparable level of business sophistication, bargaining power and need for assistance.

This outcome risks creating arbitrary distinctions between small businesses based solely on electricity consumption rather than on the characteristics that consumer protections are intended to address. The threshold does not necessarily reflect a business's capacity to understand complex energy arrangements, challenge potentially incorrect charges or pursue a dispute without independent assistance. As a result, two otherwise similar small businesses may have markedly different access to protections and remedies simply because one business requires more electricity to operate.

In particular, the SBDC considers access to an independent and low-cost dispute resolution mechanism through the Energy Ombudsman to be an essential protection for all small business SPN customers, regardless of electricity consumption. Limiting access based solely on usage thresholds may exclude small businesses that are no less vulnerable than their lower-consuming counterparts. For example, where a dispute arises regarding pricing, billing practices or compliance with the Code, a small bakery, food manufacturer or franchisee operating within an SPN may have access only to more costly and complex dispute resolution options than a neighbouring retailer that consumes less electricity. The SBDC considers that access to independent dispute resolution should be determined by the nature and size of the business, rather than by the amount of electricity required to conduct its operations.
It is acknowledged that the Code reflects the current framework established under Part 7 of the *Electricity Industry Act 2004* and the Electricity Ombudsman Scheme, which limits the Ombudsman's jurisdiction to small-use customers. However, the SBDC recommends that consideration be given to expanding the scope of the Energy Ombudsman in the future to include all small business customers, regardless of electricity consumption.

This would help ensure more equitable access to protections and dispute resolution mechanisms across the small business sector and better align eligibility with business characteristics rather than energy usage alone.

SBDC supporting role

The AES framework and accompanying Code represent a significant and welcome step forward in improving transparency, accountability and consumer protections for small business SPN customers. Energy Policy WA should be commended for the work that has gone into developing a framework that will provide greater clarity around the rights and responsibilities of both tenants and SPN operators.

To maximise the benefits of the new framework, it will be important to ensure that small business tenants and landlords are aware of, and understand, the Code and the protections it provides. Clear, accessible and targeted communication will be critical to achieving this objective.

In support of this transition, the SBDC extends an offer to assist in promoting awareness of the Code to small business in SPNs – in particular, through the publication of a blog on the SBDC's

website to outline the Code, rights and dispute resolution pathways; and briefing business advisers to be able to address enquiries that may come through to our offices. The SBDC welcomes further discussion around the role that the agency can play.

Thank you again for the opportunity to comment on the draft Code; if you require further information about any of the matters raised, please liaise with Assistant Director Policy and Advocacy

Yours sincerely

Saj Abdoolakhan
Small Business Commissioner

25 September 2026

Table: SBDC feedback on Draft AES Code of Practice 2027

Clause	SBDC Comment
Division 2 – SPN service provider requirements	
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.	The SBDC supports the requirement to provide non-residential (small business) customers entering into a SPN with a statement of disclosure in line with the information set out in Schedule 2. In addition to new customers, the SBDC believes that non-residential customers already on a SPN should have these same disclosure rights to ensure they are fully informed of their rights, protections and dispute resolution pathways under the Code. The SBDC recommends that consideration be given to making this disclosure requirement mandatory for existing and prospective/new customers, rather than the onus being placed on small business operators to request this information.
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;	Support

Clause	SBDC Comment
(f) how the customer's bill will be calculated. (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.	Support
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.	Support
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;	Support

Clause	SBDC Comment
(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.	Support
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 —	Support

Clause	SBDC Comment
(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.	Support
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.	Support

Clause	SBDC Comment
(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.	Support
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.	Support
Division 4 – Tariffs and prices	
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	Support

Clause	SBDC Comment
(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. The SBDC notes the following definitions that apply: ***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 [tariff L1]; 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 [tariff L3]; 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;	
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 —	As outlined in the SBDC's 2024 submission on *Regulating the Sale and Supply of Electricity in Embedded Networks*, while full cost recovery (i.e. not profit-making by SPN providers) is preferred, we do support the proposal to restrict tariffs to those that would be available

Clause	SBDC Comment
(a) a charge for metered consumption; (b) a fee for testing a SPN meter charged under clause19(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.	to customers not on a SPN (i.e. in line with the tariffs charged by Synergy).
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.	The SBDC supports the inclusion of a special tariff, which it is understood may allow more tariff flexibility (time of use tariff, for example) and may indeed suit some small business customers rather than the standard tariff. Importantly, the SBDC supports small business customers retaining the right to opt-in to this special tariff. The SBDC does question the requirement for special tariff agreements to be 36 months in length, however notes the intent of this is to provide price certainty for parties.
26. Electric vehicle supply (1) In this clause —	Support

Clause	SBDC Comment
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.	Support, although note this clause only applies to small-use customers, with large-use customers able to reach a commercial agreement on prices, fees and charges.

Clause	SBDC Comment
(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.	Support
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 —	Support

Clause	SBDC Comment
(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 —	Support

Clause	SBDC Comment
(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.	Support

Clause	SBDC Comment
Division 5 – Billing	
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.	Support
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.	Support

Clause	SBDC Comment
(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; (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.	

Clause	SBDC Comment
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.	Support
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.	Support

Clause	SBDC Comment
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.	Support
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.	Support
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	Support

Clause	SBDC Comment
(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.	Support

Clause	SBDC Comment
Division 6 – Financial hardship and family violence	
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.	Support
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.	Support

Clause	SBDC Comment
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.	Support
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.	Support

Clause	SBDC Comment
(3) The provider must not require written evidence.	
Division 7 – Disconnection and reconnection of 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	Support

Clause	SBDC Comment
(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 connection (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.	Support
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	Support

Clause	SBDC Comment
(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 disconnected 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.	
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.	Support

Clause	SBDC Comment
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.	Support
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.	The SBDC supports the requirement for SPN service providers to develop, maintain and implement a complaints and dispute resolution procedure. Furthermore, the SBDC supports the new complaints pathway through the Energy Ombudsman. This important change will introduce equity between SPN customers and their counterparts purchasing electricity directly from a licensed supplier.

Clause	SBDC Comment
(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.	However, the SBDC notes that access to the Energy Ombudsman will only be for small use customers, which would exclude some small businesses that are large users of electricity (fast food franchises, bakeries etc). Electricity use does not necessarily correlate with a business operator's acumen, negotiating power or number of employees, and the SBDC is firmly of the view that small businesses – regardless of electricity usage – should have the same access to an independent dispute pathway. The SBDC understands the Code reflects Part 7 of the *Electricity Industry Act 2004* – Electricity Ombudsman Scheme, which defines the scope of the Energy Ombudsman to small use customers only. While this is noted, the SBDC recommends that consideration be given towards expanding the scope of the Energy Ombudsman in the future to all small business customers – regardless of energy usage.
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.	Support