
CHAPTER 9

RETAILING

CHAPTER 9 RETAILING**TABLE OF CONTENTS**

	<i>Page</i>
CHAPTER 9 RETAILING	9-1
9.1 INTRODUCTION TO PART A CUSTOMER RETAILING	9-1
9.1.1 Application of Part A	9-1
9.1.2 How this Part A applies.....	9-1
9.1.3 Formation of Contract and Deemed Contracts.....	9-1
9.2 INTERNAL CREDIT MANAGEMENT AND HARDSHIP POLICIES	9-2
9.3 ACCOUNTS FOR ELECTRICITY CONSUMED	9-2
9.4 METHODS OF PAYMENT AND PROVISION OF SERVICE	9-4
9.5 PAYMENT DIFFICULTIES AND PAYMENT PLANS.....	9-4
9.6 CUSTOMER CHARTER	9-5
9.7 INFORMATION TO BE PROVIDED ON REQUEST	9-6
9.8 SCHEDULE OF PRICES FOR ELECTRICITY PAYABLE UNDER TARIFFS	9-6
9.9 CUSTOMER INFORMATION	9-6
9.10 COMPLAINT HANDLING	9-6
9.10A TARIFF CUSTOMER RULES AND OBLIGATIONS.....	9-7
9.10A.1 Security for payment	9-7
9.10A.2 Form of security	9-8
9.10A.3 Amount of security	9-8
9.10A.4 Receiving and holding security	9-8
9.10A.5 Use of security.....	9-9
9.10A.6 Return of security	9-9
9.10A.7 Accounts for the sale and supply of electricity	9-10
9.10A.8 Account adjustments: overcharges	9-10

9.10A.9	Account adjustments: undercharges	9-11
9.10A.10	Recovery of undercharges caused by illegal use	9-12
9.10A.11	Discounts	9-12
9.10A.12	Suspension of liability under disputed accounts	9-12
9.10A.13	Disconnection of supply	9-12
9.10A.14	Supply not to be disconnected at restricted time	9-15
9.10A.15	Reconnection of supply	9-16
9.10A.16	General obligations of Tariff Customers	9-16
9.10A.17	Persons dependent on life support equipment	9-17
9.10A.18	Time for providing electrical connection	9-18
9.11	INTRODUCTION TO PART B RETAIL METERING.....	9-20
9.11.1	Application of Part B	9-20
9.11.2	To whom and how this Part B applies	9-20
9.12	INSTALLATION AND OWNERSHIP OF METERING EQUIPMENT	9-20
9.12.1	Metering of supply	9-20
9.12.2	Obligation to install	9-20
9.12.3	Ownership	9-21
9.12.4	Responsibility for metering	9-21
9.12.5	Installation	9-21
9.12.6	Housing	9-22
9.12.7	Impulse output facilities	9-22
9.12.8	Check metering	9-22
9.13	MINIMUM STANDARDS FOR NEW METERING EQUIPMENT	9-23
9.13.1	Type testing	9-23
9.13.2	Demand integration periods	9-23
9.13.3	Storage	9-24
9.14	INSTALLATION TESTING OF NEW METERING EQUIPMENT	9-24

9.15	METERING SECURITY	9-24
9.15.1	Seals	9-24
9.15.2	Broken seals	9-25
9.16	COLLECTION OF METERING DATA	9-25
9.16.1	Access to metering equipment	9-25
9.16.2	Collection	9-25
9.16.3	Discrepancies	9-26
9.16.4	Processing metering data from interval metering equipment.....	9-26
9.17	FIELD TESTING	9-26
9.17.1	Obligation to field test.....	9-26
9.17.2	Method of field testing	9-27
9.17.3	Costs of field testing.....	9-28
9.17.4	Field testing procedures	9-28
9.18	MAINTENANCE TESTING	9-29
9.18.1	Maintenance plan	9-29
9.18.2	Transformer metered electrical installations	9-29
9.18.3	Direct metered electrical installations	9-30
9.19	DEFECTIVE METERING EQUIPMENT	9-30
9.19.1	Repair or replace	9-30
9.19.2	Substitute readings	9-30
9.19.3	Cost of repair or replacement.....	9-30
9.20	OBLIGATIONS IN RESPECT OF METERING DATA	9-31
9.20.1	Access.....	9-31
9.20.2	Storage.....	9-31
9.20.3	Confidentiality.....	9-31
9.20.4	Ownership of metering data	9-33

CHAPTER 9 RETAILING

PART A - CUSTOMER RETAILING

This Chapter of the Code commences on 29 May 2015. Any approvals given by the Regulator or any publication or notification requirements under the provisions of the *Electricity Supply Industry Act 1995* that are given or made prior to this date, or any other preparatory steps that are undertaken in anticipation of the commencement of this Chapter, are taken to be valid.

9.1 INTRODUCTION TO PART A CUSTOMER RETAILING

9.1.1 Application of Part A

This Part A of Chapter 9 applies to the retailing of electricity on the *Bass Strait Islands*.

9.1.2 How this Part A applies

- (a) *Electricity Retailers* are required to comply with the provisions of this Part A in relation to the *supply* of electricity to *Tariff Customers*.
- (b) As a result of requirements imposed on each *Electricity Retailer* under the *retail licence* it holds to retail electricity on the *Bass Strait Islands*, each *tariff* or individual contract for the *supply* of electricity between an *Electricity Retailer* and a *Tariff Customer*, must require the relevant *Tariff Customer* to comply with those provisions of this Chapter 9 which are expressed to impose obligations on *Tariff Customers*.

9.1.3 Formation of Contract and Deemed Contracts

- (a) If a person purchases or agrees to purchase electricity from an *Electricity Retailer* then the *Electricity Retailer's* current *tariff*, *Standard Terms and Conditions* and other charges applicable to the class of customer the person falls in, as amended or replaced at the relevant time, form a contract in respect of the sale and *supply* of electricity to that person.
- (b) A variation of the *Electricity Retailer's* form of *Standard Terms and Conditions* takes effect as a variation of an existing contract between the *Electricity Retailer* and a *Tariff Customer* on and from the date on which the amended *Standard Terms and Conditions* are advertised to take effect.
- (c) A deemed arrangement is taken to apply between an *Electricity Retailer* for energised premises and a *Tariff Customer* who starts consuming energy at those premises without first applying to an *Electricity Retailer* for the provision of retail services at the time the *Tariff Customer* starts consuming energy at the premises.
- (d) The prices and terms and conditions of a deemed arrangement are the *Electricity Retailer's* current *tariff*, *Standard Terms and Conditions* and other charges

applicable to the class of customer the person falls in, as amended or replaced at the relevant time.

- (e) Clause 9.1.3(c) does not apply where the *Tariff Customer* consumes energy at the premises by fraudulent or illegal means.
- (f) A deemed arrangement with a *Tariff Customer* formed by clause 9.1.3(d) ceases to be in operation if a contract is formed with that *Tariff Customer* in accordance with clause 9.1.3(a), but this subsection does not affect any rights or obligations that have already accrued under the deemed arrangement.
- (g) An *Electricity Retailer* for a *Tariff Customer* with a deemed arrangement may treat the *Tariff Customer* as agreeing to purchase energy and may take appropriate steps for the formation of a contract with the *Tariff Customer* in accordance with clause 9.1.3(a) if the *Tariff Customer* has provided the *Electricity Retailer* with their name and (if required by the *Electricity Retailer*) *acceptable identification* and contact details for billing purposes.

9.2 INTERNAL CREDIT MANAGEMENT AND HARDSHIP POLICIES

- (a) An *Electricity Retailer* must provide the *Regulator* with documentation of its internal credit management policy pertaining to *Tariff Customers* and any material amendments proposed to the internal credit management policy.
- (b) The *Regulator* may provide the *Electricity Retailer* with comments in relation to such policy and amendments and the *Electricity Retailer* must bona fide consider any such comments.
- (c) An *Electricity Retailer* must provide the *Regulator* with a copy of its customer hardship policy pertaining to *Tariff Customers* and any updates to that policy from time to time.
- (d) An *Electricity Retailer's* customer hardship policy must be consistent with the requirements of the *National Energy Retail Law (Tasmania)* and any associated rules or guidelines on customer hardship policies to the extent that the same principles which are embodied in those documents can be applied to *Tariff Customers* on the *Bass Strait Islands*.

9.3 ACCOUNTS FOR ELECTRICITY CONSUMED

- (a) An *electricity account* issued by an *Electricity Retailer* to a *Tariff Customer* must set out:
 - (1) the consumption or the estimate of consumption on which the *electricity account* is based (including any relevant meter readings, the dates on which they were made and the number of *days* in the period to which the *electricity account* relates);
 - (2) the relevant *tariff*;
 - (3) the amount due for electricity consumed;

- (4) the amount of any arrears or credit;
 - (5) fixed charges;
 - (6) any fees for meter readings made at the request of the *Tariff Customer* and any fees for *connection, disconnection*, reconnection or other services related to the *supply* of electricity to the *Tariff Customer's* premises;
 - (7) any discount to which the *Tariff Customer* is entitled (providing a descriptor of the discount);
 - (8) any concession to which the *Tariff Customer* is entitled (providing a descriptor of the concession);
 - (9) any charge for default or delay in payment (providing a descriptor of the charge);
 - (10) if any security is held and the *Tariff Customer* is a *Small Customer*, the amount of the security;
 - (11) all payment options available to the *Tariff Customer* and how payment may be made;
 - (12) a telephone number at which telephone inquiries may be made relating to *electricity accounts*; and
 - (13) a telephone number which may be called at any time, in order to report an emergency.
- (b) An *electricity account* must be based on consumption of electricity as indicated by *meter* readings, subject to the following exceptions:
- (1) where the relevant *tariff* is not based on consumption, the *electricity account* is to be prepared on the basis contemplated in the *tariff*; and
 - (2) where a reliable meter reading cannot be obtained for any reason, the *electricity account* may be based on a reasonable estimate of consumption and, if a reliable meter reading becomes available later, the *electricity account* must be adjusted to reflect actual consumption.
 - (3) unless the actual *meter* reading or metering data could not be obtained as a result of an act or omission by the *Tariff Customer*, the *Electricity Retailer* must, if requested to do so by the *Tariff Customer*, offer the *Tariff Customer* time to pay any undercharged amount by agreed instalments, over a period being no longer than:
 - (i) the period during which an actual meter reading or metering data was not obtained, where that period is less than 12 months; or
 - (ii) in any other case, 12 months.

9.4 METHODS OF PAYMENT AND PROVISION OF SERVICE

- (a) An *Electricity Retailer* must provide for the following methods of payment:
- (1) in person at an office of the *Electricity Retailer* or an agent for the *Electricity Retailer*;
 - (2) by mail;
 - (3) by telephone;
 - (4) by direct debit; and
 - (5) by electronic funds transfer.
- (b) An *Electricity Retailer* must:
- (1) provide a telephone service for its *Tariff Customers*;
 - (2) at the request of a *Tariff Customer*, provide the *Tariff Customer* with access to a telephone interpreter service; and
 - (3) at the request of a *Tariff Customer*, provide the *Tariff Customer* with a large-print version of the *tariff* under which electricity is sold and *supplied* to that *Tariff Customer*.
- (c) For the purposes of clause 9.4(b)(3), "large-print" means print in type that is at least 16 point in size.

9.5 PAYMENT DIFFICULTIES AND PAYMENT PLANS

- (a) An *Electricity Retailer* must, except in a case to which 9.5(c) applies, offer and apply *payment plans* for:
- (1) *Hardship Customers*;
 - (2) any *Residential Customer* that informs the *Electricity Retailer* in writing or by telephone that the *Tariff Customer* is experiencing payment difficulties or the *Electricity Retailer* otherwise believes the *Tariff Customer* is experiencing repeated difficulties in paying the *Tariff Customer's electricity account*.
- (b) An *Electricity Retailer* must offer a *Tariff Customer* who falls within clause 9.5(a) information about independent financial counseling services and any applicable government funded energy charge rebate, concession or relief schemes.
- (c) The *Electricity Retailer* is not required to comply with clause 9.5(a)(b) if:
- (1) within the 12 month period preceding the receipt of the *Tariff Customer's* information, the *Tariff Customer* twice entered into *payment plans* but those *payment plans* were cancelled due to non-payment; or

- (2) within the 2 year period preceding the receipt of the *Tariff Customer's* information, the *Tariff Customer* was convicted of an offence involving illegal use of electricity.
- (d) In formulating a *payment plan*, the *Electricity Retailer* must have regard to:
- (1) the *Tariff Customer's* ability to pay;
 - (2) any arrears owing by the *Tariff Customer*; and
 - (3) the *Tariff Customer's* expected energy consumption needs over the following 12 month period.
- (e) A *payment plan*:
- (1) is taken to have been accepted by the *Tariff Customer* and come into force when the *Tariff Customer* consents to the terms of the *payment plan*; and
 - (2) is not, once in force, capable of being amended to increase the amount or frequency of payments except with the *Tariff Customer's* consent or in accordance with an agreed mechanism in the *payment plan*.
- (f) A *payment plan* offered by an *Electricity Retailer* to a *Tariff Customer* experiencing difficulty in paying an *electricity account* or *electricity accounts* must include an offer for the *Tariff Customer* to pay for their energy consumption in advance or in arrears by instalment payments.

9.6 CUSTOMER CHARTER

- (a) An *Electricity Retailer* must prepare a *customer charter*:
- (1) approved by the *Regulator*, stating the services and the level and standard of such services that a *Tariff Customer* is entitled to receive from the *Electricity Retailer*;
 - (2) stating the basis on which *electricity accounts* are to be prepared and the frequency of issue;
 - (3) stating the means of payment and the options available to the *Tariff Customer*;
 - (4) describing how to make an inquiry or complaint to the *Electricity Retailer* or to the *Ombudsman*; and
 - (5) including a telephone number which may be called, at any time, in order to report an emergency.
- (b) The *Electricity Retailer* must:
- (1) make available a written copy of the *customer charter* to a *Tariff Customer* within 10 business days of the time that *supply* to the *Tariff Customer* is connected and upon request by the *Tariff Customer*;

- (2) review and, if necessary, update the *customer charter* annually;
- (3) advise *Tariff Customers* of any material changes to the *customer charter*;
- (4) lodge a copy of the *customer charter* and each material update to it with the *Regulator*; and
- (5) publish the *customer charter* on the *Electricity Retailer's* website.

9.7 INFORMATION TO BE PROVIDED ON REQUEST

- (a) An *Electricity Retailer* must in good faith, at the request of a *Tariff Customer*, provide the *Tariff Customer* with a reasonable level of advice about:
 - (1) the *tariff* that will provide an electricity *supply* at the least cost to the *Customer* in the *Tariff Customer's* circumstances;
 - (2) appropriate strategies for managing electricity consumption for *Residential Customers* on a cost-effective basis; or
 - (3) all payment options available to the *Tariff Customer*.
- (b) The advice must be provided by the *Electricity Retailer* either over the phone or in writing within 10 *business days* after the date of the request.
- (c) The advice is to be provided free of charge.

9.8 SCHEDULE OF PRICES FOR ELECTRICITY PAYABLE UNDER TARIFFS

- (a) An *Electricity Retailer* must prepare and keep up to date a schedule setting out the current prices for electricity payable under *tariffs*.
- (b) The schedule must be in a form approved by the *Regulator*.
- (c) The *Electricity Retailer* must, at the request of a *Tariff Customer*, provide the *Tariff Customer* with a copy of the schedule within 10 *business days* after the date of the request.

9.9 CUSTOMER INFORMATION

An *Electricity Retailer* will deal with personal information relating to a *Tariff Customer* in accordance with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Commonwealth) as amended or substituted from time to time.

9.10 COMPLAINT HANDLING

- (a) An *Electricity Retailer* must handle a complaint by a *Tariff Customer* in accordance with the relevant *Australian Standard* on Complaints Handling. The *Electricity Retailer* must include information on its complaint handling processes in its *customer charter*.

- (b) When an *Electricity Retailer* responds to a *Tariff Customer's* complaint, it must inform the *Tariff Customer* that the *Tariff Customer* has a right to raise the complaint to a higher level within the *Electricity Retailer's* management structure in the event the *Tariff Customer* is not satisfied with the proposed resolution.
- (c) If the complaint is raised to a higher level, the *Electricity Retailer* must advise the *Tariff Customer* that the *Tariff Customer* has a right to refer the complaint to the *Ombudsman*.
- (d) An *Electricity Retailer* must ensure that any disconnection warning includes notification that the *Tariff Customer* has a right to refer any complaint to the *Ombudsman*.

9.10A TARIFF CUSTOMER RULES AND OBLIGATIONS

9.10A.1 Security for payment

- (a) An *Electricity Retailer* may agree to sell electricity to a person as a *Tariff Customer* subject to a condition that the person provides security for the payment of *electricity accounts*.
- (b) Subject to clauses 9.10A.1(c) and (d) an *Electricity Retailer* may only require security from a *Small Customer*:
 - (1) in the case of a *Residential Customer*—only at the time the *Residential Customer* requests the sale and supply of energy under a contract and not during the currency of the contract; and
 - (2) in the case of a *Business Customer*—at the time the *Business Customer* requests the sale and supply of energy under a contract or during the currency of the contract.
- (c) Security may only be required for the *supply* of electricity to a *Business Customer* if the *Customer*:
 - (1) has no history of paying *electricity accounts* in respect of that business;
 - (2) has an unsatisfactory record in relation to the payment of *electricity accounts*; or
 - (3) has an unsatisfactory credit rating.
- (d) Security may only be required for the *supply* of electricity to a *Residential Customer* if:
 - (1) the person is a new *Tariff Customer* and has failed to produce *acceptable identification*; or
 - (2) the person has, within the preceding 2 years, been responsible for the illegal use of electricity;

- (3) the *Electricity Retailer* reasonably believes the person is contravening, or has contravened, section 111 of the *ESI Act*;
- (4) the person has previously left premises without settling an *electricity account* and:
 - (i) the account remains outstanding; and
 - (ii) the person refuses to pay the account; or
- (5) the person has refused to enter into a *payment plan* or other payment option and has either or both of the following:
 - (i) an unsatisfactory record in relation to the payment of an *electricity account*;
 - (ii) an unsatisfactory credit rating.

9.10A.2 Form of security

Security for the payment of *electricity accounts* for *Small Customers* may be in the form of a deposit, refundable advance or guarantee.

9.10A.3 Amount of security

The amount of security for the payment of a *Small Customer's electricity account* is not to exceed 37.5% of the *Small Customer's* estimated *electricity accounts* over a 12 month period based on:

- (1) the *Small Customer's* billing history; or
- (2) the average usage of energy by a comparable *Small Customer* over a comparable 12 month period.

9.10A.4 Receiving and holding security

- (a) An *Electricity Retailer* that receives security for the payment of *Small Customer electricity accounts* in the form of a deposit or refundable advance or guarantee must:
 - (1) as soon as practical give the person who provided the security a receipt for the amount of the security; and
 - (2) if the security is in the form of a deposit or a refundable advance, pay the amount of the security into an interest-bearing account with an authorised deposit-taking institution expressly for the purpose of holding security deposits and refundable advances that it receives under this clause 9.10A.4.
- (b) The *Electricity Retailer* must not withdraw the amount of the security from the account, or any of the accrued interest, except:

- (1) to use, or return, the security in accordance with clauses 9.10A.5 and 9.10A.6, or
- (2) as authorised by the *Regulator*.

9.10A.5 Use of security

- (a) An *Electricity Retailer* may use a *Small Customer's* security deposit, refundable advance or guarantee, including accrued interest (if applicable), to offset an amount owed to the *Electricity Retailer* by the *Small Customer* in any of the following circumstances:
 - (1) where the *supply* has been *disconnected* because of the *Small Customer's* failure to pay an *electricity account* for the *electricity supply*;
 - (2) where the *Small Customer* has failed to pay a final *electricity account* for the *electricity supply*; or
 - (3) at the request of the *Small Customer* where the *Small Customer* has requested the *disconnection* of the *supply*.
- (b) An *Electricity Retailer* that uses a *Small Customer's* security deposit, refundable advance or guarantee to offset an *electricity account* must, within 10 *business days* of so doing, give the *Small Customer* an itemised account of its use of the security deposit, refundable advance or guarantee and pay any balance remaining, including accrued interest (if applicable), to the *Small Customer* in accordance with clause 9.10A.6.

9.10A.6 Return of security

- (a) An *Electricity Retailer* must return a *Small Customer's* security deposit, refundable advance or guarantee to the *Small Customer*, together with accrued interest (if applicable), within 10 *business days* after any of the following occurs:
 - (1) if the *Small Customer* is a *Residential Customer*, the *Residential Customer* completes 1 year of satisfactory payment of *electricity accounts*;
 - (2) if the *Small Customer* is a *Business Customer*, the *Business Customer* completes 2 years of satisfactory payment of *electricity accounts*;
 - (3) the *Small Customer* is no longer a *Tariff Customer* and he or she has paid any amount owed to the *Electricity Retailer*; or
 - (4) the *Electricity Retailer* ceases the sale and *supply* of electricity to the *Small Customer* and the *Small Customer* has paid any amount owed to the *Electricity Retailer*.
- (b) In this clause 9.10A.6, “satisfactory payment”, in relation to the payment of an *electricity account*, means that the account is fully paid:
 - (1) no later than the due date for payment specified in the account; or

- (2) in accordance with a *payment plan* agreed to by the *Electricity Retailer* and the *Small Customer*.

9.10A.7 Accounts for the sale and supply of electricity

- (a) Unless otherwise agreed between an *Electricity Retailer* and a *Tariff Customer*, an *Electricity Retailer* is to give an *electricity account* to a *Tariff Customer* on a quarterly basis:
- (1) by post;
 - (2) by personal delivery; or
 - (3) by electronic means.
- (b) The *electricity account* is to state a due date for payment of the account that is at least 13 *business days* after the account is given to the *Tariff Customer*.
- (c) An *Electricity Retailer* must include amounts billed for goods and services (other than the sale and supply of energy) in a separate account or as a separate item in an *electricity account*.
- (d) Fees and charges as approved by the *Regulator* may be included in an *electricity account*.
- (e) If a *Tariff Customer* pays an *electricity account* by cheque, direct debit or credit card and the payment is dishonoured or reversed, resulting in the *Electricity Retailer* incurring a fee or charge, the *Electricity Retailer* may include that fee or charge:
- (1) in a subsequent *electricity account* given to the *Tariff Customer*; or
 - (2) if the *Tariff Customer* is not, because of *disconnection* or any other reason, to be issued with any further *electricity accounts*, a special account for the fee or charge.

9.10A.8 Account adjustments: overcharges

- (a) An *Electricity Retailer* that overcharges a *Tariff Customer* for the sale of electricity as a result of error by the *Electricity Retailer* or inaccurate *metering* of consumption by the *Electricity Retailer* must:
- (1) if the amount is equal to or above the *overcharge threshold*, within 10 *business days* after becoming aware of the error or inaccuracy, inform the *Tariff Customer* of the overcharging; and
 - (2) repay to the *Tariff Customer* the amount that was overcharged.
- (b) A repayment is to be made:
- (1) in accordance with the *Tariff Customer*'s reasonable instructions where the amount overcharged is equal to or larger than the *overcharge threshold*;

- (2) if no such instructions have been received or the amount overcharged is less than the *overcharge threshold*, by crediting that amount to the *Tariff Customer's* next *electricity account*; or
 - (3) if the *Customer* is no longer a *Tariff Customer* and they do not give a reasonable direction, then the *Electricity Retailer* will use best endeavours to ensure the *Customer* receives a refund of the overcharged amount within a reasonable period.
- (c) If the *Tariff Customer* was overcharged as a result of the *Tariff Customer's* unlawful act or omission, the *Electricity Retailer* is only required to repay, credit or refund the *Tariff Customer* the amount the customer was overcharged in the 12 months before the error was discovered.

9.10A.9 Account adjustments: undercharges

- (a) An *Electricity Retailer* is entitled to recover a total amount that a *Tariff Customer* was undercharged if the undercharging was a result of the *Tariff Customer's* fault or unlawful act or omission.
- (b) An *Electricity Retailer* is entitled to recover an amount that a *Tariff Customer* was undercharged, over a maximum period of 9 months before the *Tariff Customer* is notified of the undercharging, if the undercharging resulted from circumstances other than the circumstances referred to in clause 9.10A.9(a).
- (c) To recover the amount of an undercharge, an *Electricity Retailer* must:
 - (1) include the amount, separately itemised:
 - (i) in the first *electricity account* given to the *Tariff Customer* after the discovery of the undercharge; or
 - (ii) in a special account for the undercharge;
 - (2) in a case to which clause 9.10A.9(b) applies, provide in the *electricity account* or special account an explanation as to how the undercharge arose;
 - (3) in the case to which clause 9.10A.9(b) applies:
 - (i) if the undercharging occurred for a period of 30 days or less, allow the *Tariff Customer* at least 30 days after the date of the account or special account in which to pay the amount; or
 - (ii) if the undercharging occurred for more than 30 days, offer the *Tariff Customer* the option to pay the amount by agreed instalments over a period nominated by the *Tariff Customer* being no longer than:
 - a. the period during which the undercharging occurred, if the undercharging occurred over a period of less than 12 months; or
 - b. 12 months, in any other case.

9.10A.10 Recovery of undercharges caused by illegal use

- (a) Clause 9.10A.10 applies to an *Electricity Retailer* that lawfully *disconnects* the electricity *supply* to a *Tariff Customer*:
- (1) who has been undercharged as a result of the *Tariff Customer's* illegal use of electricity; or
 - (2) who the retailer reasonably believes is contravening or has contravened section 111 of the *ESI Act*.
- (b) Despite the lawful *disconnection* of an electricity *supply*, an *Electricity Retailer* may:
- (1) estimate, in accordance with the *tariff* under which the electricity *supply* was provided, the electricity usage that the *Tariff Customer* has not paid for; and
 - (2) recover the amount that would have been payable for that estimated electricity usage under that *tariff*.

9.10A.11 Discounts

An *Electricity Retailer* may provide discounts on *electricity accounts* if the retailer considers it appropriate to do so.

9.10A.12 Suspension of liability under disputed accounts

- (a) If an *Electricity Retailer* and a *Tariff Customer* dispute the amount of an *electricity account* but they agree to resolve the dispute by a process of arbitration, mediation or negotiation, the *Tariff Customer* has no liability under the account for the disputed amount during that dispute resolution process.
- (b) If a *Tariff Customer* makes a complaint under the Energy Ombudsman Act 1998 (Tasmania) in respect of the amount of an *electricity account* before the due date for its payment, the *Tariff Customer* has no liability under the account for the disputed amount until:
- (1) the complaint is dismissed by the *Ombudsman*;
 - (2) the *Ombudsman* completes the investigation of the complaint; or
 - (3) if the complaint is referred to a person under section 10(1)(b) of that Act, that person makes a determination.

9.10A.13 Disconnection of supply

- (a) In addition to any circumstances provided for in the *ESI Act*, an *Electricity Retailer* may *disconnect* the electricity *supply* to a *Tariff Customer's* premises if:
- (1) the *disconnection* is necessary in order to maintain or upgrade *electrical infrastructure* used for the *supply*;

- (2) the *supply* at those premises is not a *prescribed service* and an employee or agent of the *Electricity Retailer* has been unable to gain access to the *metering equipment* on the premises on 3 successive occasions at reasonable times;
 - (3) the *supply* at those premises is not a *prescribed service* and the *Electricity Retailer* suspects on reasonable grounds that the *Tariff Customer* has committed an offence relating to electrical safety or the illegal use of electricity;
 - (4) the *supply* at those premises is not a *prescribed service* and the *Electricity Retailer* suspects on reasonable grounds that the *Tariff Customer* is contravening, or has contravened, section 111 of the *ESI Act*;
 - (5) the *supply* at those premises is not a *prescribed service* and the *Electricity Retailer* is satisfied on reasonable grounds that the *Tariff Customer* has engaged in conduct that has interfered with the sale or *supply* of electricity to other *Tariff Customers* or has jeopardised the safety of the *distribution network*;
 - (6) the *disconnection* is necessary in order to respond to an emergency or to ensure public safety;
 - (7) the *Tariff Customer* has requested or given prior agreement to the *disconnection*;
 - (8) the *supply* at those premises is not a *prescribed service*; the *Tariff Customer* fails to pay an *electricity account* for electricity *supplied* by the due date stated in the account or fails to comply with an agreed *payment plan*; and the balance of that account is greater than an amount approved by the Australian Energy Regulator in accordance with rule 116(1)(g) of the *National Energy Retail Law* (or any alternative amount approved by the *Regulator*); or
 - (9) the *supply* at those premises is not a *prescribed service* and the *Tariff Customer* is a new *Customer* and has failed to pay a *security deposit* or has failed to provide *acceptable identification* to the *Electricity Retailer* when required to do so.
- (b) Before an *Electricity Retailer* *disconnects* electricity *supply* to a *Tariff Customer's* premises under clause 9.10A.13(a), it must:
- (1) in a case to which clause 9.10A.13(a)(1) applies:
 - (i) at least 4 *business days* before the date of *disconnection*, give notice to the *Tariff Customer* of its intention to *disconnect* the *supply*; or
 - (ii) at least 5 *business days* before the date of *disconnection*, cause a general notice to *Tariff Customers* to be published in a daily newspaper circulating in the region of the State in which the *Tariff Customer's* premises are located;

-
- (2) in a case to which clause 9.10A.13(a)(2) or (9) applies, at least 5 *business days* before the date of *disconnection*, give notice to the *Tariff Customer* of its intention to *disconnect* the *supply*;
- (3) in a case to which clause 9.10A.13(a)(8) applies:
- (i) give a reminder notice to the *Tariff Customer* in respect of the outstanding *electricity account* providing them at least 5 further *business days* in which to pay the account;
 - (ii) after the warning notice in 9.10A.13(b)(3) has expired, and at least 5 *business days* before the date of *disconnection*, give notice to the *Tariff Customer* of its intention to *disconnect* the *supply*;
 - (iii) if the *Tariff Customer* is a *Residential Customer*, the *Residential Customer* has not agreed to an offer to pay the *electricity account* by instalments or, having agreed to the offer, has failed to adhere to an instalment arrangement;
 - (iv) the *Electricity Retailer* has, after giving the warning contemplated in clause 9.10A.13(b)(3)(ii), used its best endeavours to contact the *Tariff Customer*, in connection with the failure to pay or to adhere to the *payment plan* or to agree to the offer or adhere to the instalment plan as referred to in paragraphs 9.10A.13(a)(8) and 9.10A.13(b)(3)(iii) respectively, in one of the following ways:
 - i. in person;
 - ii. by telephone (in which case contact is, if the telephone is unanswered, taken to have occurred only if the *Tariff Customer* acknowledges receipt of a message);
 - iii. by facsimile or other electronic means (in which case contact is taken to have occurred only if the *Tariff Customer* acknowledges receipt of the message);
 - (v) the *Tariff Customer* has refused or failed to take any reasonable action towards settling the debt; and
 - (vi) if the *Tariff Customer* is a *Hardship Customer* or a *Residential Customer* who has informed the *Electricity Retailer* in writing or by telephone that the *Tariff Customer* is experiencing payment difficulties, an *Electricity Retailer* must not arrange for *disconnection* of the *Tariff Customer's* premises under 9.10A.13(b)(3), unless the *Electricity Retailer* has offered the *Tariff Customer 2 payment plans* in the previous 12 months and:
 - i. the *Tariff Customer* has agreed to neither of them;
 - ii. the *Tariff Customer* has agreed to one but not the other of them but the plan to which the *Tariff Customer* agreed has

- been cancelled due to non-payment by the *Tariff Customer*;
or
- iii. the *Tariff Customer* has agreed to both of them but the plans have been cancelled due to non-payment by the *Tariff Customer*.
- (c) An *Electricity Retailer* that has complied with clause 9.10A.13(b)(3) and/or 9.10A.13(b)(4) must not proceed with the *disconnection* if, within 5 *business days* after the date on which the notice is given to the *Tariff Customer*, the *Tariff Customer*:
- (1) pays the *electricity account*; or
 - (2) enters into a *payment plan* under clause 9.5 or makes some other arrangement with the *Electricity Retailer* to pay the *electricity account*.
- (d) An *Electricity Retailer* that has complied with clause 9.10A.13(b)(2) must not proceed with the *disconnection* if, within 5 *business days* after the date on which the notice is given to the *Tariff Customer*, the *Tariff Customer* rectifies the situation which led to the *Electricity Retailer* having a right to disconnect under 9.10A.13(a).
- (e) An *Electricity Retailer* is not required to give notice of the *disconnection* of *supply* in a case to which clause 9.10A.13(a)(3), (4), (5), (6) or (7) applies.

9.10A.14 Supply not to be disconnected at restricted time

- (a) For the purposes of this clause, 9.10A.14, “restricted time” means:
- (1) any time before 8 a.m. or after 3 p.m. on a Monday, Tuesday, Wednesday or Thursday;
 - (2) any time on a Friday, Saturday or Sunday;
 - (3) any time on a local public holiday or a day immediately preceding a public holiday; or
 - (4) between the 20th and 31st of December in any year.
- (b) An *Electricity Retailer* must not *disconnect* a *Tariff Customer's* electricity *supply* at a restricted time unless:
- (1) the *disconnection* is necessary in order to maintain or upgrade *electrical infrastructure* used for the *supply* and the *Electricity Retailer* has complied with the requirements of clause 9.10A.13(b)(1);
 - (2) the *disconnection* is necessary in order to respond to an emergency or to ensure public safety; or
 - (3) the *Electricity Retailer* received the *Tariff Customer's* consent to the *disconnection* before the date of the *disconnection*.

9.10A.15 Reconnection of supply

- (a) An *Electricity Retailer* that *disconnects* a *Tariff Customer's* electricity *supply* for non-payment of an *electricity account* must reconnect the electricity *supply* as soon as practicable if:
- (1) the *Tariff Customer* enters into a *payment plan* under clause 9.5 or makes some other agreement with the *Electricity Retailer* to pay the amount of the liability and any reconnection fee; and
 - (2) on the *Electricity Retailer* asking for security or further security, the *Tariff Customer* gives the retailer any reasonable security which it requests for the payment of future accounts.
- (b) If a *Tariff Customer* becomes entitled to the reconnection of electricity *supply* before 4 p.m. on a *business day*, the reconnection must be made:
- (1) if practicable, on the same day; or
 - (2) if it is not practicable to reconnect the electricity on the same day, on the next *business day*.
- (c) An *Electricity Retailer* that disconnects a *Tariff Customer's* electricity *supply* on the basis of an act or omission by the *Tariff Customer* under clause 9.10A.13(a)(2) or (9) must reconnect the *supply* as soon as practicable after the ground for the *disconnection* no longer applies.

9.10A.16 General obligations of Tariff Customers

Under its *Standard Terms and Conditions* an *Electricity Retailer* may require that a *Tariff Customer*:

- (a) must provide *acceptable* identification and keep the *Electricity Retailer* informed of an address at which the *Tariff Customer* may be contacted;
- (b) must immediately inform the *Electricity Retailer* of any change of use or other circumstances that may affect the *tariff* applicable to the premises;
- (c) must ensure that the *Electricity Retailer* has safe and unhindered access to the *metering equipment* on the premises;
- (d) must immediately inform the *Electricity Retailer* of any change of circumstances that may affect access to the *metering equipment* on the premises;
- (e) must inform the *Electricity Retailer*, at least 3 *business days* in advance, of any proposed change in the occupation of the premises;
- (f) must not modify or alter the *Electricity Retailer's* *metering data*;
- (g) must not willfully damage or tamper with the *metering equipment* on the premises;

- (h) must immediately inform the *Electricity Retailer* of any damage to, or of any circumstances which might lead to damage to, the *metering equipment* on the premises;
- (i) must immediately inform the *Electricity Retailer* after breaking, or discovering any breakage in, the seal protecting the *metering equipment* on the premises; and
- (j) is obliged to pay their *electricity account* by the due date specified in the account or in accordance with any agreed *payment plan*; and must notify the *Electricity Retailer* as soon as practical of any change in circumstances that may impact their ability to do this.

9.10A.17 Persons dependent on life support equipment

- (a) If an *Electricity Retailer* that is *supplying* electricity to premises under a *tariff* is given confirmation from a registered medical practitioner that a person residing at the *Tariff Customer's* premises requires *life support equipment*, the *Electricity Retailer* must classify that *supply* as a *prescribed service* for the purposes of the *Code*.
- (b) In a case to which clause 9.10A.17(a) applies, the *Electricity Retailer* must:
 - (1) keep a record and particulars of the notice;
 - (2) keep a record of the address and, if applicable, telephone number of the premises;
 - (3) provide information to assist the *Tariff Customer* to prepare a plan of action in the event of an *unplanned interruption of supply*;
 - (4) provide the *Tariff Customer* with a telephone number at which the *Electricity Retailer* or agent can be contacted in an emergency;
 - (5) give the *Tariff Customer* immediate notice if the telephone number referred to in clause 9.10A.17(4) is changed; and
 - (6) give the *Tariff Customer* at least 4 *business days* written notice of any planned interruption to the electricity *supply* to the premises that has not been agreed to in advance by the *Tariff Customer*.
- (c) An *Electricity Retailer* may revoke the classification of a *Tariff Customer's* classification of the *supply* as a *prescribed service* under clause 9.10A.17(a) if:
 - (1) the *Tariff Customer* informs the *Electricity Retailer* that the person at the relevant premises is no longer dependent on *life support equipment*; or
 - (2) the *Electricity Retailer* reasonably believes that the person at the relevant premises is no longer dependent on *life support equipment*,

and the *supply* of electricity to the premises ceases to be a *prescribed service* under clause 9.10A.17(a) of the *Code* on the day the revocation takes effect.

- (d) In a case to which clause 9.10A.17(c)(2) applies, the *Electricity Retailer* must:
- (1) at least 3 months before the date on which its revocation is to take effect, give the *Tariff Customer* notice of its revocation, the reasons for the revocation and the date the revocation will take effect;
 - (2) advise the *Tariff Customer* to contact the *Electricity Retailer* before the date the revocation will take effect if a person at the relevant premises is still dependent on a *life support equipment*; and
 - (3) keep a record and particulars of the revocation.
- (e) Under its *Standard Terms and Conditions*, an *Electricity Retailer* may require that a *Tariff Customer* that has notified an *Electricity Retailer* in relation to a person on any premises under 9.10A.17(a) must inform the *Electricity Retailer* within one month if that person ceases:
- (1) to occupy those premises; or
 - (2) to be dependent on *life support equipment*.
- (f) Under its *Standard Terms and Conditions*, an *Electricity Retailer* may require that a *Tariff Customer* must not give a false notice or false information to an *Electricity Retailer* under this clause.

9.10A.18 Time for providing electrical connection

- (a) For the purposes of this clause, “relevant period” means:
- (1) where the *Tariff Customer's* premises have previously been *connected* to the *distribution network*:
 - (i) Two *business days* if the reconnection does not involve any changes to the *distribution network*; and
 - (ii) 10 *business days* if the reconnection involves changes to the *distribution network*; and
 - (2) where the *Tariff Customer's* premises have not previously been *connected* to the *distribution network*:
 - (i) 10 *business days* if no extension of the *distribution network* is required; and
 - (ii) 90 *business days* if an extension of the *distribution network* is required.
- (b) An *Electricity Retailer* is to provide a *Tariff Customer* with an electrical *connection*:
- (1) if it has made an agreement with the *Tariff Customer* to provide the *connection* on a particular day, on that day; or

- (2) if it has not made an agreement with the *Tariff Customer* to provide the *connection* on a particular day, within the relevant period.

PART B - RETAIL METERING

9.11 INTRODUCTION TO PART B RETAIL METERING

9.11.1 Application of Part B

This Part B of Chapter 9 applies to the following:

- (a) *Distribution Network Service Providers* and
- (b) *Electricity Retailers*

in relation to the *supply* of electricity to *electrical installations* of *Tariff Customers* on the *Bass Strait Islands*.

9.11.2 To whom and how this Part B applies

Each *Distribution Network Service Provider* must comply with this Part B in relation to the *supply* of electricity to *electrical installations* of *Tariff Customers*.

9.12 INSTALLATION AND OWNERSHIP OF METERING EQUIPMENT

9.12.1 Metering of supply

Subject to any agreement between an *Electricity Retailer* and a *Tariff Customer*, the *Distribution Network Service Provider* is responsible for providing, and maintaining in good condition, a *meter* to measure the *Tariff Customer's* consumption of electricity on the basis contemplated in the applicable *tariff* and in accordance with any relevant code.

9.12.2 Obligation to install

- (a) Subject to clause 9.12.2(c), if a *Tariff Customer* requests a *supply* of electricity to an *electrical installation* of the *Tariff Customer* and the *electrical installation* does not contain *metering equipment* then the *Distribution Network Service Provider* must provide and install *new metering equipment* to measure and record the amount of electricity so *supplied*.
- (b) Subject to clause 9.12.2(c), if the *tariff* payable for the sale of electricity in respect of an *electrical installation* changes and that change renders the relevant *existing metering equipment* incapable of appropriately measuring and recording the amount of electricity *supplied* to that *electrical installation*, then the *Distribution Network Service Provider* must provide and install *new metering equipment* to appropriately measure and record the amount of electricity so *supplied*.
- (c) If the cost of installing, testing and maintaining *new metering equipment* to measure and record the amount of electricity *supplied* to an *electrical installation* of a *Tariff Customer* is likely, in the reasonable opinion of the *Distribution Network Service Provider*, to exceed the amounts to be paid for the *supply* and sale of electricity to the *Tariff Customer* in respect of that *electrical installation*, the *Distribution Network Service Provider* and the *Tariff Customer* may agree to determine the amount of

electricity so *supplied* on a basis which does not involve the operation of *metering equipment*.

9.12.3 Ownership

Subject to any agreement between a *Distribution Network Service Provider* and a *Tariff Customer*, a *Tariff Customer* does not have a proprietary interest in *metering equipment* installed by a *Distribution Network Service Provider*.

9.12.4 Responsibility for metering

The *Distribution Network Service Provider* shall be responsible for *metering* in relation to the *supply* of electricity to *Tariff Customers*.

9.12.5 Installation

- (a) A *Distribution Network Service Provider* must install *new metering equipment* at or as near as practicable to the *point of supply* between its *distribution system* and the *electrical installation* of a *Tariff Customer*, in a position which is:
- (1) readily accessible to any person whose obligation it is to test, adjust, maintain, repair or replace the *new metering equipment*; and
 - (2) in cases where the *electrical installation* of the *Tariff Customer* is located on premises the area of which is greater than 0.4 hectares, approved by the *Distribution Network Service Provider*.
- (b) Where a *Distribution Network Service Provider* installs *new metering equipment* otherwise than at the *point of supply* between its *distribution system* and the *electrical installation* of a *Tariff Customer*, the *Distribution Network Service Provider* must:
- (1) ensure that the *new metering equipment* is able accurately to correct for losses of electricity between the point at which the *new metering equipment* is installed and the *point of supply*; or
 - (2) agree with the *Tariff Customer* on the procedure for adjusting the *metering data* to take into account losses of electricity between the point at which the *new metering equipment* is installed and the *point of supply*.
- (c) Subject to clause 9.12.5(d) and this Chapter 9, the cost of installing *new metering equipment* is to be borne by the *Distribution Network Service Provider*.
- (d) If a *Tariff Customer* requests the *Distribution Network Service Provider* to install a type of *new metering equipment* which is different from the type the *Distribution Network Service Provider* otherwise would install, then the *Tariff Customer* is to bear any costs incurred by the *Distribution Network Service Provider* installing that *new metering equipment* in excess of those which the *Distribution Network Service Provider* would have incurred in installing the other type of *new metering equipment*.

9.12.6 Housing

An *Electricity Retailer* must use reasonable endeavours to ensure that the *Tariff Customer* understands that it has an obligation to provide and maintain:

- (a) fireproof housing for *metering equipment* to the satisfaction of the *Distribution Network Service Provider*; and
- (b) if *metering equipment* is housed in a room, reasonably unhindered access to the *metering equipment* and the room in which it is housed.

9.12.7 Impulse output facilities

- (a) A *Tariff Customer* may request the *Distribution Network Service Provider* to provide it with impulse outputs representing the quantities of electricity measured.
- (b) A *Distribution Network Service Provider* must provide impulse output facilities within a reasonable time of being requested by a *Tariff Customer* to provide such facilities.
- (c) Each impulse output other than that representing the end of the measurement period must provide a number of pulses in each integrating period commensurate with the accuracy class of the *metering equipment* when operating at the top of the range of measurement of the *metering equipment*.
- (d) The *Tariff Customer* requesting the impulse output must pay the *Distribution Network Service Provider's* reasonable costs of providing such facilities.

9.12.8 Check metering

- (a) A *Tariff Customer* may at its own cost provide and install *check metering*.
- (b) The person that owns or controls the site at which the *metering equipment* is installed and the person who owns the *metering equipment* must co-operate with the *Tariff Customer* wishing to install *check metering* at that site.
- (c) *Check metering* installed by a *Tariff Customer* under this clause 9.12.8 may only be used for the purpose of checking *metering data* or substituting readings where the *check metering* complies, in the case of a *Tariff Customer* which has installed *interval metering equipment* for *metering installations* at *approved connection points*, with the standards determined in accordance with Chapter 7 of the *National Electricity Rules* and in all other cases with this Chapter 9.
- (d) If a *Tariff Customer* installs *check metering* for the purposes of checking *metering data* or substituting readings, the *Tariff Customer* must notify the *Distribution Network Service Provider*.

9.13 MINIMUM STANDARDS FOR NEW METERING EQUIPMENT

9.13.1 Type testing

- (a) A *Distribution Network Service Provider* must not adopt a type of *new metering equipment* for installation unless tests have been carried out which demonstrate that the type meets the relevant *minimum standards* for *new metering equipment* as set out in Schedule 9.1 of the *Code*.
- (b) The testing referred to in clause 9.13.1(a) must be carried out at a laboratory accredited for testing energy measuring equipment to the accuracy standard required by the *minimum standards*.
- (c) A *Distribution Network Service Provider* must keep records of tests under clause 9.13.1(a) for a minimum of seven years from the date upon which the last *meter* of that type is removed from service.
- (d) *Metering equipment* of a type in service in Tasmania on the *commencement date* will be deemed to comply with the requirements prescribed by this clause 9.13 and Schedule 9.1.
- (e) Modifications to *existing metering equipment* must be assessed by a *Distribution Network Service Provider* to determine whether the modified design continues to meet the *minimum standards*. If the *Distribution Network Service Provider* has reasonable grounds to believe that the modifications will affect the measuring capability of the *metering equipment*, then the *metering equipment* must be resubmitted for type testing in accordance with this clause 9.13.1.
- (f) If an *Electricity Retailer* requires a *Distribution Network Service Provider* to install a specific type of *metering equipment* and that *metering equipment* has not previously been used by the *Distribution Network Service Provider*, the *Electricity Retailer* must provide evidence that the *metering equipment* has been tested in accordance with the *Code* or must meet the costs incurred by the *Distribution Network Service Provider* in having the *metering equipment* so tested.

9.13.2 Demand integration periods

- (a) Where *tariffs* for the sale of electricity to a *Tariff Customer* in respect of an *electrical installation* are based on a 15 minute *demand integration period*, then the start of each integration period shall be on the quarter hour.
- (b) Where *tariffs* for the sale of electricity to a *Tariff Customer* in respect of an *electrical installation* are based on a 30 minute *demand integration period*, then the start of each integration period shall be on the half hour.
- (c) The *Distribution Network Service Provider* must ensure that *metering equipment* complies with the requirements set out in Schedule 9.1 in relation to switching and time keeping.

9.13.3 Storage

Metering equipment, other than *prepayment meters*, must be able to store internally records of the amount of electricity *supplied* to a *Tariff Customer's electrical installation* for at least as long as the intervals between the rendering of *electricity accounts* on the *Tariff Customer* by the *Distribution Network Service Provider* or an *Electricity Retailer* (where an *Electricity Retailer* sells electricity to the *Tariff Customer*).

9.14 INSTALLATION TESTING OF NEW METERING EQUIPMENT

- (a) A *Distribution Network Service Provider* must carry out, or cause to be carried out, an accuracy test to ascertain whether the *new metering equipment* meets the relevant *minimum standards* either:
- (1) prior to installation, on each individual *active energy meter*, *reactive energy meter*, *current transformer* and *voltage transformer*; or
 - (2) at the time of commissioning, on the installed *metering equipment*.
- (b) A test under clause 9.14(a):
- (1) must be carried out using equipment whose calibration is traceable to the Australian energy standards maintained by the National Measurement Institute as required by the National Measurement Act 1960, and
 - (2) must take into account the currents and *power factors* under which the equipment will operate in practice, and must take into account lightly loaded and heavily loaded conditions.
- (c) If a test carried out under clause 9.14(a) demonstrates that the *new metering equipment* does not meet the relevant *minimum standard*, the *Distribution Network Service Provider* must not install that *new metering equipment*, or if the *new metering equipment* has been installed must replace all non-compliant *new metering equipment*.
- (d) The *Distribution Network Service Provider* must keep records of the test of the *new metering equipment* under clause 9.14(a) for a minimum of seven years from the date upon which the last *metering equipment* of that type is removed from service.

9.15 METERING SECURITY

9.15.1 Seals

- (a) A *Distribution Network Service Provider* and, where electricity is sold to a *Tariff Customer* by an *Electricity Retailer*, the *Electricity Retailer*, must use their best endeavours to protect *metering equipment* from unauthorised interference.
- (b) A *Distribution Network Service Provider* must:
- (1) in respect of *new metering equipment* provide seals or other appropriate devices to detect such interference;

- (2) maintain a register of all relevant security fitting tools and seals; and
- (3) restrict electronic access to *meters* by the use of passwords and similar forms of security.

9.15.2 Broken seals

- (a) If a *Distribution Network Service Provider* or an *Electricity Retailer* discovers that a seal protecting *metering equipment* has been broken, it must notify the other party within 5 *business days*.
- (b) A *Distribution Network Service Provider* must replace a broken seal on the first occasion the *metering equipment* is visited to take a reading after receiving notification under clause 9.15.2(a), or within 100 *days*, whichever is the earlier.
- (c) The costs of replacing seals which are broken otherwise than during a test under clause 9.17 are to be borne as follows:
 - (1) if the seal was broken by the *Tariff Customer*, by the *Tariff Customer*;
 - (2) if the seal was broken by the *Electricity Retailer*, by the *Electricity Retailer*;
or
 - (3) otherwise, by the *Distribution Network Service Provider*.
- (d) If it appears that, as a result of or in connection with the breaking of a seal, the relevant *metering equipment* may no longer meet the relevant *minimum standard*, then the *Distribution Network Service Provider* must test the *metering equipment* in accordance with clause 9.17 and clause 9.18.

9.16 COLLECTION OF METERING DATA

9.16.1 Access to metering equipment

- (a) An *Electricity Retailer* must advise each of its *Tariff Customers* that they must at all times make available to the *Distribution Network Service Provider's* officers or agents, together with their equipment, safe, convenient and unhindered access to *metering equipment* on the *Tariff Customer's* premises for any purpose associated with metering or billing.
- (b) Where *metering equipment* used to measure and record the amount of electricity supplied to a *Tariff Customer* is not located on the *Tariff Customer's* premises the *Distribution Network Service Provider* must make available to the *Tariff Customer*, as far as reasonably practicable, safe, convenient and unhindered access to the *metering equipment* or the relevant *metering data*.

9.16.2 Collection

In relation to the *supply* of electricity to a *Tariff Customer*, a *Distribution Network Service Provider* must collect data stored in *metering equipment* as frequently as is required to enable it to discharge its obligations and exercise its rights under this Chapter 9, either by:

- (a) inspecting the *metering equipment*; or
- (b) electronic means.

9.16.3 Discrepancies

Where electricity is *supplied* to a *Tariff Customer* (which does not have installed *interval metering equipment*), if there is any discrepancy between:

- (a) the data stored in *metering equipment*; and
- (b) *metering data* in respect of that *metering equipment*,

the data stored in the *metering equipment* is to be prima facie evidence of the amount of electricity *supplied* to the facilities of the relevant *Tariff Customer*.

9.16.4 Processing metering data from interval metering equipment

- (a) This clause 9.16.4 only applies in respect of *interval metering equipment*.
- (b) A *Distribution Network Service Provider* must obtain approval from the *Regulator* of its procedures for:
 - (1) validating *metering data*;
 - (2) adjusting *metering data* for situations where *metering data* is incomplete; and
 - (3) providing substitute readings for situations where *metering equipment* is found to be *defective*.
- (c) If a *Distribution Network Service Provider* or an *Electricity Retailer* makes an adjustment to *metering data* or substitutes a reading it must do so in accordance with procedures approved by the *Regulator* under clause 9.16.4(b) and it must:
 - (1) inform the *Tariff Customer* when an adjustment or substitution is made;
 - (2) maintain a record of the adjustment or substitution for seven years; and
 - (3) provide access to that record at reasonable times to the relevant *Tariff Customer*.

9.17 FIELD TESTING

9.17.1 Obligation to field test

A *Distribution Network Service Provider* may at any time, and must within 15 *business days* of a request from a *Tariff Customer*, test *metering equipment* which has been installed to measure and record the amount of electricity *supplied* to an *electrical installation* of the *Tariff Customer* to ascertain whether or not the *metering equipment* is *defective*.

9.17.2 Method of field testing

(a) A *Distribution Network Service Provider* must test *metering equipment* under clause 9.17.1 by:

- (1) measuring the errors of the *metering equipment* using equipment the calibration of which is traceable to the Australian energy standards maintained by the National Measurement Institute as required by the National Measurement Act 1960; or
- (2) for installations involving *voltage transformer* and/or *current transformer* connected meters, performing the appropriate next scheduled maintenance test in accordance with clause 9.18; or
- (3) by installing *metering equipment* of similar or higher accuracy class which has been specially calibrated prior to conducting the field test using equipment whose current calibration is traceable to the Australian energy standards maintained by the National Measurement Institute as required by the National Measurement Act 1960.

(b)

- (1) *Metering equipment*, other than *interval metering equipment*, tested under clause 9.17.2(a)(1) and 9.17.2(a)(2) complies with the requirements of the *Code* if:
 - (i) the maximum errors for *electrical installations* with annual consumption equal to or less than 750MWh do not exceed 2.5%; or
 - (ii) the maximum errors for *electrical installations* with annual consumption greater than 750MWh do not exceed 1.5% for *active energy* measurements and 3% for *reactive energy* measurements.
- (2) *Metering equipment*, other than *interval metering equipment*, tested under clause 9.17.2(a)(3) complies with the requirements of the *Code* if the percentage discrepancy between the readings of the two *meters* does not exceed the aggregate of the nominal error classes of the two *meters*.
- (3) *Interval metering equipment* tested under clause 9.17.2(a) must comply with the standards of accuracy for *metering installations* at *approved connection points* determined in accordance with Chapter 7 of the *National Electricity Rules*.

(c) Unless otherwise agreed by the *Tariff Customer* and the *Distribution Network Service Provider*, installed *active energy meters* must be tested at three currents as follows:

- (1) if the installed *active energy meter* is nominally compliant with AS/NZ 1284.1 or AS/NZ 1284.5, testing must be carried out at 100% and 10% of *basic current*, unity power factor and 100% of *basic current*, 0.5 power factor; or

- (2) if the installed *active energy meter* is nominally compliant with AS/NZ 1284.9, testing must be carried out at 100% and 10% of *rated current*, *unity power factor* and 100% of *rated current*, *0.5 power factor*.
- (d) If a test carried out under clause 9.17 requires the injection of current, then the *Distribution Network Service Provider* must inspect the records stored in the *metering equipment* and ensure the *electricity account* subsequently rendered to the relevant *Tariff Customer* is adjusted so that no amount is payable by the relevant *Tariff Customer* in respect of electricity consumed during the test. If a test carried out under clause 9.17 is based on actual *Tariff Customer* loads, then no adjustment is required under this clause.
- (e) If a test of a *meter* (whether conducted at the request of the *Tariff Customer* or not) is found to overstate consumption by more than the tolerances specified in clause 9.17.2(b), the *Electricity Retailer* must make appropriate adjustments in the *Tariff Customer's* favour to the *Tariff Customer's electricity account*.

9.17.3 Costs of field testing

- (a) Subject to clause 9.17.3(b), costs incurred by a *Distribution Network Service Provider* testing *metering equipment* under clause 9.17, including the cost of replacing any seal used to protect the *metering equipment* broken by the *Distribution Network Service Provider* to allow the test to be carried out, are to be borne:
- (1) by the *Tariff Customer* in accordance with a pricing order determined by the *Regulator*, if the test is requested by the *Tariff Customer* and demonstrates that the *metering equipment* is not *defective*; and
 - (2) otherwise, by the *Distribution Network Service Provider*.
- (b) For tests conducted following a request from a *Tariff Customer*, the *Distribution Network Service Provider* may seek payment of the anticipated costs of testing *metering equipment* prior to the commencement of testing, but if the *metering equipment* fails to meet the accuracy standards prescribed under clause 9.17.2(b) then the *Distribution Network Service Provider* must refund the payment made by the *Tariff Customer* within five *business days* of completion of the test.

9.17.4 Field testing procedures

- (a) A *Distribution Network Service Provider* must give a *Tariff Customer* at least 5 *business days* notice (or such lesser period nominated by the *Tariff Customer*) of when and where a test of *metering equipment* under clause 9.17.1 is to be carried out and what method of testing under clause 9.17.2(a) is to be adopted.
- (b) Unless it is not reasonably practicable a *Tariff Customer* is entitled to be present when a test of *metering equipment* is carried out under clause 9.17.1.
- (c) If the requirement under clause 9.17.1 that testing be carried out within 15 *business days* of receiving a request from a *Tariff Customer* would prevent the *Tariff Customer* from being present when the test is carried out, then the *Distribution*

Network Service Provider and the *Tariff Customer* may agree a mutually convenient time to conduct the test.

- (d) The *Distribution Network Service Provider* must keep records of tests under clause 9.17.1 for a minimum of 7 years.
- (e) The *Distribution Network Service Provider* must provide copies of the results from any testing of *metering equipment* to the *Tariff Customer* on request.

9.18 MAINTENANCE TESTING

9.18.1 Maintenance plan

A *Distribution Network Service Provider* must establish a maintenance plan for *metering equipment* which must be approved by the *Regulator*. The maintenance plan must take account of the size of the *Tariff Customer load metered*, the age of the installed *meters*, and the quantity and distribution of the installed *meters*.

9.18.2 Transformer metered electrical installations

Where a *current transformer* or *voltage transformer* is used to *meter a Tariff Customer's electrical installation* the maximum period between tests of the relevant *metering installation* will be as provided for in the following table:

Description	Metering Installation Type				
	Type 1	Type 2	Type 3	Type 4	Types 5 & 6
CT	10 years	10 years	10 years	10 years	10 years
VT	10 years	10 years	10 years		N/A
Burden tests	When meters are tested or when changes are made				
CT connected Meter (electronic)	5 years	5 years	5 years	5 years	5 years
CT connected Meter (induction)	2.5 years	2.5 years	5 years	5 years	5 years

9.18.3 Direct metered electrical installations

- (a) For *direct metered electrical installations* a *Distribution Network Service Provider* must divide all relevant *metering equipment* into classes consistent with AS/NZS 1284.13.
- (b)
- (1) A *Distribution Network Service Provider* must establish and maintain a sampling plan to ensure that each class of *metering equipment* is tested in accordance with AS/NZS 1284.13.
 - (2) Such sample testing must be conducted by a *Distribution Network Service Provider* as an additional requirement to installation testing under clause 9.14.
 - (3) If the test results from a sampling plan show that more than 70% of a class of *meters* has errors greater than 2% then the *Distribution Network Service Provider* must replace or recalibrate all *meters* in that class.

9.19 DEFECTIVE METERING EQUIPMENT

9.19.1 Repair or replace

If a test under clause 9.17 or 9.18 demonstrates that any *metering equipment* is *defective*, the *Distribution Network Service Provider* must:

- (a) repair the *metering equipment* so that it meets the minimum standard of accuracy which it was designed to meet; or
- (b) replace the *metering equipment* by installing *new metering equipment*.

9.19.2 Substitute readings

If a test under clause 9.17 or 9.18 demonstrates that *metering equipment* provided in relation to the *supply* of electricity to a *Tariff Customer* is *defective* then billing will proceed on the basis specified in this Chapter 9.

9.19.3 Cost of repair or replacement

Unless the need for repair or replacement of *metering equipment* was caused by the actions of the *Tariff Customer*, in which case the cost of repair or replacement is to be borne by the *Tariff Customer*:

- (a) the cost of repairing *metering equipment* is to be borne by the *Distribution Network Service Provider*; and
- (b) the cost of replacing *metering equipment* is to be borne as contemplated in clause 9.12.5.

9.20 OBLIGATIONS IN RESPECT OF METERING DATA

9.20.1 Access

- (a) A *Tariff Customer* is entitled to access to data stored in *metering equipment* used to measure and record the amount of electricity *supplied* to its *electrical installation*, either by inspecting the *metering equipment* or, where available, by electronic access to the *metering equipment*.
- (b) A *Distribution Network Service Provider* who provides to a *Tariff Customer* access to data stored in *metering equipment* by remote electronic means may charge the *Tariff Customer* the reasonable cost incurred by the *Distribution Network Service Provider* as a result of that access.
- (c) Where a *Distribution Network Service Provider* has provided facilities to enable a *Tariff Customer* to electronically access data stored in *metering equipment*, if remote electronic access to *metering equipment* is unavailable for a period of five consecutive *business days* due to the actions within the control of the *Distribution Network Service Provider*, the *Distribution Network Service Provider* must, if requested by the *Tariff Customer*, obtain data locally from the *metering equipment* and provide that data to the *Tariff Customer* at the *Distribution Network Service Provider's* cost.

9.20.2 Storage

A *Distribution Network Service Provider* must store *metering data* in respect of separate *metering equipment* separately for:

- (a) 13 *months* in accessible format; and
- (b) a further 6 years in archive,

in the form in which it was collected under clause 9.16.2.

9.20.3 Confidentiality

- (a) A *Distribution Network Service Provider* or an *Electricity Retailer* must keep *metering data* confidential and use reasonable endeavours to protect and preserve the confidential nature of the *metering data*.
- (b) A *Distribution Network Service Provider* or an *Electricity Retailer*:
 - (1) must not disclose a *Tariff Customer's metering data* to any person except as permitted by the *Code*;
 - (2) must only use or reproduce a *Tariff Customer's metering data* for the purpose for which it was collected under the *Code* or another purpose contemplated by any *other code*; and
 - (3) must not permit unauthorised persons to have access to a *Tariff Customer's metering data*.

(c) This clause 9.20.3 does not prevent:

- (1) the disclosure, use or reproduction of *metering data* if the *metering data* is at the time generally and publicly available otherwise than as a result of breach of confidence by a *Distribution Network Service Provider* or an *Electricity Retailer*;
- (2) the disclosure of *metering data* by a *Distribution Network Service Provider* or an *Electricity Retailer* to:
 - (i) its agent, employees or the employees of its *related bodies corporate*; or
 - (ii) its legal or other professional adviser, auditor or other consultant,
requiring the *metering data* for the purposes of the *Code* or any *other code* or for the purpose of advising the *Distribution Network Service Provider* or an *Electricity Retailer* (as the case may be) in relation to those purposes;
- (3) the disclosure, use or reproduction of *metering data* with the *explicit informed consent* of the relevant *Tariff Customer*;
- (4) the disclosure, use or reproduction of *metering data* to the extent required by law or by lawful requirement of:
 - (i) any government or governmental body, authority or agency having jurisdiction over a *Distribution Network Service Provider* or an *Electricity Retailer* or its *related bodies corporate*;
 - (ii) any stock exchange having jurisdiction over a *Distribution Network Service Provider* or an *Electricity Retailer* or its *related bodies corporate*; or
 - (iii) the *Regulator*;
- (5) the disclosure, use or reproduction of *metering data* required in connection with legal proceedings, arbitration, expert determination or other dispute resolution mechanism under the *Code* or any *other code* or legislation;
- (6) the disclosure, use or reproduction of *metering data* required to protect the safety of personnel or equipment; or
- (7) the disclosure, use or reproduction of *metering data* by or on behalf of a *Distribution Network Service Provider* or an *Electricity Retailer* to the extent reasonably required in connection with that *Distribution Network Service Provider's* or *Electricity Retailer's* financing arrangements, investment in that *Distribution Network Service Provider* or *Electricity Retailer* or a disposal of that *Distribution Network Service Provider's* or *Electricity Retailer's* assets.

- (d) In the case of a disclosure under clauses 9.20.3(c)(2) or (7), the *Distribution Network Service Provider* or *Electricity Retailer* making the disclosure must inform the relevant person to whom the information is disclosed of the confidentiality of the *metering data* and use reasonable endeavours to ensure that that person keeps the *metering data* confidential.

9.20.4 Ownership of metering data

Metering data collected by a *Distribution Network Service Provider* or an *Electricity Retailer* or an agent of the *Distribution Network Service Provider* or *Electricity Retailer* is the property of the *Distribution Network Service Provider* or *Electricity Retailer*.