

Information Statement for  
**Embedded Networks**

  
Ingenia Rental

## Important Information: Your Energy Supply and Rights

The National Energy Retail Law requires that anyone selling energy to customers must either hold a retailer authorisation or a valid exemption. While most sellers of energy will hold an authorisation, there are some circumstances where an authorisation is not appropriate. This includes land lease communities (residential parks, which include caravan parks and manufactured home estates) or any other arrangement where an owner purchases energy from an authorised retailer and then 'onsells' the energy to tenants.

The exemptions regime exempts these types of entities from the requirement to hold a retailer authorisation. The Retail Law and Rules set out the exemptions regime, and the Australian Energy Regulator is responsible for regulating exempt persons and placing conditions on exemptions.

This information sheet is supplied to you in accordance with the exemption Condition 2 of the Australian Energy Regulator's (Retail) Exemption Selling Guideline – Version 4 March 2016. Please read it carefully as it sets out important information regarding our obligations as an exempt energy seller and your rights as an embedded network energy consumer.

We are required to provide this information to you in writing at the start of your site agreement or residential tenancy agreement.

### Retail Exemption Class R4

#### Condition 2 – Information provision

##### Choice of retailer

1. You have a right under QLD law to elect to purchase energy from a retailer of your choice. See below for information on the options for metering in this embedded network that would allow this choice:

If your current meter is NEM compliant;  
You can either purchase or lease the meter from us, or  
Replace the meter with a meter of your choice

Or

If the current meter was installed prior to 1 January 2012 and is not NEM compliant;  
Replace the meter with a meter of your choice at your expense

- i. Talk with us. Find out whether your meter is suitable and about any possible technical issues. You may need a new meter.
- ii. Compare electricity deals, including the offer from your current provider. Make sure you shop around for the best electricity deal. Remember you will also need to pay a supply charge to us as the embedded network owner.
- iii. Talk to the electricity retailers and make sure you tell them you're in an embedded network. Ask them:
  - a. about the cost to install a new meter, if needed
  - a. for their best 'energy only' offer (i.e. excluding the network supply charge).

## Different protections

2. INA Operations Pty Ltd (Park Owner) is not subject to all the obligations of an authorised retailer, and you will not receive the same protections as you would if you were purchasing from an authorised retailer.

## Resolving disputes

3. In the event of a dispute concerning our sale of energy to you, we will make reasonable endeavours to resolve the dispute. Our procedures for handling disputes and complaints is as follows in Annexure A.

However, you also have a right to access the information and dispute resolution services of Office of Fair Trading QLD and/or the Energy & Water Ombudsman QLD.

You are also entitled to make an application to the QLD Civil and Administrative Tribunal for orders to resolve a dispute.

### QLD Office of Fair Trading

QLD Fair Trading safeguards the rights of all consumers and advises business and traders on fair and ethical practice. They can provide free information about your rights and obligations, options to resolve disputes and assist in negotiating a settlement.

You can contact QLD Fair Trading on 13 74 68, visit your nearest Fair Trading Centre or lodge a complaint online at [www.qld.gov.au/law/fair-trading](http://www.qld.gov.au/law/fair-trading)

### Energy & Water Ombudsman QLD

The Energy & Water Ombudsman QLD (EWOQ) is the government approved dispute resolution scheme for Queensland electricity and gas customers, and some water customers. EWOQ's service is free for consumers and they can investigate a wide range of complaints, including:

- disputed accounts, high bills
- debts, arrears
- disconnection or restriction of supply
- actions of a supplier that affect your property
- reliability of supply
- quality of supply (including claims for compensation)
- connection or transfer issues
- negotiated contracts
- marketing practices
- poor customer service

EWOQ can help by investigating the circumstances that led to your complaint, arranging for communication between you and us and assist in negotiating a settlement. If necessary, the Ombudsman can make a binding decision to resolve a complaint. The Ombudsman is independent and able to make decisions without any interference, based on what is fair and reasonable.

You can contact EWOQ on 1800 246 545, visit their office (by appointment) at Level 16/53 Albert Street, Brisbane or lodge a complaint online at [www.ewoq.com.au](http://www.ewoq.com.au)

## QLD Civil and Administrative Tribunal (QCAT)

QCAT deals with a broad and diverse range of matters, from tenancy issues and building works, to decisions on guardianship and administrative review of government decisions.

The Consumer and Commercial Division resolves a wide range of everyday disputes such as tenancy and other residential property issues, and disputes about the supply of goods and services.

Among other matters, you are entitled to apply to the QCAT for determination of a dispute relating to a right or obligation under the Manufactured Homes (Residential Parks) Act 2003 which includes your rights and our obligations in relation to utility charges.

You can contact the QCAT on 1300 753 225, visit a Registry or apply online at [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

## Our obligations

4. As a manufactured home park, we operate under Retail Exemption Class R4, which is subject to Conditions 1 – 19 of Appendix A-2 of Australian Energy Regulator's (Retail) Exemption Selling Guideline – Version 4 March 2016. A copy of these Conditions is attached for your information.

## Rebates

5. The following rebates, concession and relief schemes are offered to eligible customers:

### QLD Government Rebates

The QLD Government offers a number of rebates to help customers pay their energy bills. These rebates include the:

#### Low Income Rebate:

Queensland pensioners, seniors, asylum seekers and eligible low-income households can receive a rebate each year and;

#### Home Energy Emergency Assistance Scheme:

Low-income households who are experiencing a short term financial crisis or emergency that has limited their ability to pay their current electricity bill may be eligible to receive a one-off payment (conditions apply);

#### QLD Gas Rebate:

for customers who hold eligible concession cards issued by the Federal Department of Human Resources or the Department of Veterans' Affairs and who are registered customers of a gas retailer at a home address for which the rebate is claimed;

#### Life Support Rebate:

this concession provides an electricity life support concession payment for eligible people who are seriously

ill and use a home based oxygen concentrator or kidney dialysis machine

**Medical Cooling & Heating Electricity Concession Scheme:**

for eligible customers who have a chronic medical condition that requires air-conditioning to regulate their body temperature.

**Manufactured Home Parks:**

for people who live in manufactured home communities (caravan parks) who are eligible to receive electricity rebates provided by the QLD Government.

For more information contact 13 QGOV (13 74 68), or visit [www.dews.qld.gov.au/electricity/rebates](http://www.dews.qld.gov.au/electricity/rebates)

**Federal Government Rebates**

The Federal Government provides assistance to eligible customers, including:

- a utilities allowance to help pensioners pay utilities bills
- Essential Medical Equipment Payment, paid annually

For information phone Centrelink on 132 300.

**Financial difficulties**

6. If you are unable to pay your energy bills due to financial difficulty the following assistance is available to you:

**6.1 Financial Assistance** – you can access the rebates, concession and relief schemes set out in part 5 above.

**6.2 Payment Plan** – you can ask us to put you on a payment plan to allow you to pay your bills in affordable instalments. Contact us directly so we can discuss your situation and agree on workable options.

**6.3 Energy efficiency** – visit [www.energymadeeasy.gov.au](http://www.energymadeeasy.gov.au), [www.yourenergysavings.gov.au](http://www.yourenergysavings.gov.au) and/or [www.industry.gov.au/Energy/EnergyEfficiency](http://www.industry.gov.au/Energy/EnergyEfficiency) for information about energy efficiency and assistance.

**6.4 Late payment fees** – where you are experiencing financial difficulties and are unable to pay your energy bills contact us directly to let us know. If this is the case, we cannot charge you a late payment fee or security deposit.

**6.5 Financial counselling** – financial counsellors can help customers manage energy and other household bills. They can also provide information about government forms of assistance, provide advice on customers' rights and responsibilities and help negotiate with creditors. Visit the National Debt Helpline website [www.ndh.org.au](http://www.ndh.org.au) or call 1800 007 007.

**Applicable tariffs, fees and charges**

7. The energy tariffs and all associated fees and charges<sup>1</sup> that will apply under your site agreement or residential tenancy agreement are as follows:

**Energy Tariff**

The energy tariff for the supply of energy is a blended usage rate (c/kWh).

There is no daily fixed supply charge (c/day) as part of the energy tariff.

The pricing level of the tariff will vary from one billing period to another.

The pricing level is calculated per billing period based on the total cost incurred by the operator in acquiring energy from the retailer and local network service provider for the community, divided by the total amount of consumption for the billing period.

This calculation can be represented as follows:

$$\text{Tariff Price (C/kWh)} = \frac{\text{Cost of acquiring electricity for the community for billing period (cents)}}{\text{Total consumption of electricity for billing period (kWh)}}$$

*For example, if our total electricity costs for the community for a period is \$6,000 and total usage is 21,000 kWh; the blended rate across the community would be 28.57 cents per kWh of usage. If you in your home use for example 800kWh's over the same period, your electricity is calculated by multiplying 800kWh's x 28.57 cents giving you a total bill of \$228.56 for this period; there would be no other applicable charges for the supply and use of electricity.*

We will set out the pricing level for the tariff on each bill we issue.

Indicative cost per kWh (incl GST) for past billing periods are:

August 2019	\$0.2053
September 2019	\$0.2143
October	\$0.2136

**Flexible payment arrangements**

8. Under the *Manufactured Homes (Residential Parks) Act 2003* operators must not charge home owners an amount for the use of a utility that is more than the amount charged by the utility service provider or regulated offer retailer who is providing the service for the quantity of the service supplied to, or use at, the residential site.

As such, flexible payment options, such as arrangements for payment by periodic instalments (bill smoothing), except as provided for in part 6 above, are not currently available. We will provide you with an itemised account and allow at least 21 days for payment to be made.

<sup>1</sup> These are subject to change by the utility service provider or regulated offer retailer on a monthly basis, depending on usage within the whole community

### Emergency contact numbers

9. In the event of a gas or electricity fault or emergency, contact the following numbers:

Gas fault: Community Manager – contact the office or see your lease for details

Electricity fault: Community Manager – contact the office or see your lease for details

Gas emergency: Operations Manager 0436 940 911

Electricity emergency: Operations Manager 0436 940 911

## Annexure A

# Complaints Handling Policy

### Purpose

We have this complaints handling policy to ensure we deal with complaints fairly, efficiently and effectively.

Our complaint management system:

- › enables us to quickly respond to complaints in a cost-effective way
- › boosts customer confidence in our work
- › informs us about ways to improve our products, services, staff and complaint handling.

This policy guides both our staff, and people who wish to make a complaint, on the principles of our complaint management system.

### Scope

This policy applies to all staff receiving or managing complaints from customers about our products and services.

### Commitment

This company expects staff at all levels to be committed to fair, effective and efficient complaint handling.

The following table outlines the nature of the commitment expected from staff and the way commitment should be shown.



WHO	COMMITMENT	HOW
Head of company, CEO	Promote a culture that values complaints and their effective resolution	<ul style="list-style-type: none"> <li>› Report publicly on the company's complaint handling.</li> <li>› Give adequate support and direction to staff responsible for handling complaints. Regularly read reports about complaint trends and issues arising from complaints.</li> <li>› Encourage all staff to be alert to complaints and help those responsible for handling complaints resolve them promptly.</li> <li>› Encourage staff to make recommendations for system improvements.</li> <li>› Recognise and reward good complaint handling by staff.</li> <li>› Support recommendations for product, service, staff and complaint handling improvements arising from the analysis of complaint data.</li> </ul>
Manager responsible for complaint handling	Establish and manage our complaint management system	<ul style="list-style-type: none"> <li>› Give regular reports to the head of the company on issues arising from complaint handling work. Ensure recommendations arising out of complaint data analysis are canvassed with the head of the company and implemented where appropriate.</li> <li>› Recruit, train and empower staff to resolve complaints promptly and in accordance with policies and procedures.</li> <li>› Encourage staff managing complaints to give suggestions on ways to improve the organisation's complaint management system.</li> <li>› Encourage all staff to be alert to complaints and help those responsible for handling complaints resolve them promptly.</li> <li>› Recognise and reward good complaint handling by staff.</li> </ul>
Staff whose duties include complaint handling	Demonstrate excellent complaint handling practices	<ul style="list-style-type: none"> <li>› Treat all people with respect, including people who make complaints.</li> <li>› Help people make a complaint, if needed.</li> <li>› Comply with this policy and its associated procedures.</li> <li>› Keep informed about best practice in complaint handling.</li> <li>› Give feedback to management on issues arising from complaints.</li> <li>› Give suggestions to management on ways to improve the organisation's complaints management system.</li> <li>› Implement changes arising from the analysis of complaint data, as directed by management.</li> </ul>
All staff	Understand and comply with our complaint handling practices	<ul style="list-style-type: none"> <li>› Treat all people with respect, including people who make complaints.</li> <li>› Be aware of our complaint handling policies and procedures. Help those people who wish to make complaints to access our complaints process.</li> <li>› Be alert to complaints and help staff handling complaints resolve matters promptly.</li> <li>› Give feedback to management on issues arising from complaints.</li> <li>› Implement changes arising from the analysis of complaint data, as directed by management.</li> </ul>

## How we deal with complaints

### **We're people focused**

We seek feedback and complaints about our services, systems, practices, procedures, products and complaint handling.

We will deal with feedback and complaints within a reasonable time frame.

People making complaints will be:

- given information about our complaint handling process
- told about the easy ways to contact us
- listened to, treated with respect and actively involved in the complaint process where appropriate
- given reasons for our decision and any options for redress or review.

### **We won't treat customers who complain any differently**

We won't treat people any differently if they complain to us.

People making complaints will not be adversely affected because a complaint has been made by them or on their behalf.

### **We accept anonymous complaints**

We accept anonymous complaints and will investigate the issue if enough information is provided.

### **We're accessible**

Information about how to make a complaint must be easily accessible for a customer, including information on our complaints handling policy.

We will give customers information about their right to contact the Energy and Water Ombudsman applicable to their State if they are dissatisfied with our handling of their complaint, or need free and independent advice and information.

We will clearly display Energy and Water Ombudsmans contact details at easily accessed locations on our website.

### **Complaining is free**

Complaining to us is free. No costs will be imposed on customers as a result of people complaining to us.

### **We're quick to respond**

We will promptly acknowledge receipt of complaints.

Where possible, complaints will be resolved when a person first contacts us.

We will assess and prioritise complaints based on the urgency and seriousness of the issue. We will respond immediately to matters where there's an immediate risk to safety or security.

We are committed to managing people's expectations, and will tell them as soon as possible, of the following:

- the complaints process
- the expected time frames for our actions
- the progress of the complaint and reasons for any delay
- their likely involvement in the process
- the possible or likely outcome of their complaint.

### **We're objective and fair**

We will address each complaint with integrity and in an equitable, objective and unbiased manner.

Where possible, we will ensure that the person handling a complaint is different from any staff member whose conduct or service is being complained about.

Conflicts of interests, whether actual or perceived, will be managed responsibly. In particular, internal reviews of how a complaint was managed will be conducted by a person other than the original decision maker.

### **We're flexible**

Our staff are empowered to resolve complaints promptly and with as little formality as possible. We will adopt flexible approaches to service delivery and problem solving to make it easier for people to make complaints.

We will assess each complaint on its merits and involve people making complaints or their representative in the process, as far as possible.

### **Confidentiality**

We will protect the identity of people making complaints where this is practical and appropriate. Personal information that identifies individuals will only be disclosed or used by us as permitted under the relevant privacy laws, secrecy provisions and any relevant confidentiality obligations.

### **Complaints involving other organisations**

We will work with the other organisations, where possible, to ensure that communication with the person making a complaint or their representative is clear and coordinated.

Subject to privacy and confidentiality considerations, our communication and information sharing will be organised to help get a timely response to the complaint.

Where a complaint involves other areas within our organisation, we will coordinate our communication with the person making the complaint or their representative.

Where our services are contracted out, we expect contracted companies to have an accessible and comprehensive complaint management system. We take complaints not only about the actions of our staff but also the actions of our contracted companies and service providers.

- our ability to do our work and perform our functions in the most effective and efficient way possible
- the health, safety and security of our staff
- our ability to allocate our resources fairly across all the complaints we receive.

### **Complaints from several people**

Where similar complaints are made by related parties we will try to communicate with a single representative of the group.

### **Our staff are empowered**

All staff managing complaints are empowered to implement our complaint management system as relevant to their role and responsibilities.

Our staff are encouraged to provide feedback on the effectiveness and efficiency of all aspects of our complaint management system.

### **Managing unreasonable conduct by people making complaints**

We're committed to being accessible and responsive to all people who approach us with feedback or complaints. At the same time, our success depends on:

- our ability to do our work and perform our functions in the most effective and efficient way possible
- the health, safety and security of our staff, and
- our ability to allocate our resources fairly across all the complaints we receive.

When people behave unreasonably in their dealings with us, their conduct can significantly affect the progress and efficiency of our work. As a result, we will take proactive and decisive action to manage any conduct that unreasonably affects us. We will support our staff to do the same.

## Our complaint management system

### Introduction

When responding to complaints, our staff will follow our complaint handling procedures and any other internal documents about guidance on the management of complaints.

Staff will also consider any relevant legislation and regulations when responding to complaints and feedback.

The key stages in our complaint management system are set out below.

### How we receive complaints

We will record the complaint and its supporting information.

The record of the complaint will document:

- › the contact information of the person making a complaint
- › issues raised by the person making a complaint and the outcome they seek
- › any additional support the person making a complaint requires
- › any other relevant information.

### How we acknowledge complaints

We will acknowledge receipt of each complaint promptly, and preferably within 5 business days.

We will consider the most appropriate medium (e.g. email, letter) for communicating with the person making a complaint.

### How we first assess complaints

After we acknowledge receipt of the complaint, we will confirm whether the issues raised in the complaint are within our control. We will also consider the outcome sought by the person making the complaint and, where there is more than one issue, decide whether each issue needs to be separately addressed.

When deciding how a complaint will be managed, we will consider:

- whether the complaint is serious, complicated or urgent
- whether the complaint raises health and safety concerns
- how the person making the complaint is being affected
- the risks involved if resolution of the complaint is delayed
- whether a resolution requires the involvement of other organisations.

### How we address complaints

We first assess the complaint, then we consider how to manage it. To manage a complaint we may:

- give the person making a complaint information or an explanation
- gather information about product, person or area that the complaint is about
- investigate the claims made in the complaint.

We will keep the person making the complaint up-to-date on our progress, particularly if there are any delays. We will also communicate the outcome of the complaint using the most appropriate medium (e.g. email, letter). Our actions will be tailored to each case and take into account any statutory requirements.

### Giving reasons for our decisions

After considering and investigating the complaint, we will contact the person making the complaint to advise them of:

- the outcome of the complaint and any action we took
- the reasons for our decision

- the remedy or resolution that we have proposed or put in place ›
- the available options for review of the complaint, such as an internal review or an external review to the free and independent Energy and Water Ombudsman.

### **Alternative options for dealing with complaints**

We will tell people who make complaints to us about the internal and external review options available to them, including Energy and Water Ombudsman.

### **We will analyse and evaluate complaints**

Complaints will be recorded in a systematic way so that information can be easily retrieved for reporting and analysis.

Regular reports will be run on the:

- number of complaints we received
- outcome of complaints, including matters resolved at the frontline
- issues arising from complaints
- systemic issues we identify
- number of requests we receive for internal and external review of our complaint handling.

We will carry out regular analysis of these reports to monitor trends, to measure the quality of our customer service and to make improvements.

We will give reports and their analysis to our company CEO and senior management for review.

### **We will monitor our complaint management system**

We will monitor our complaint management system to:

- › ensure its effectiveness in responding to and resolving complaints
- › identify and correct deficiencies in the operation of the system

Our monitoring may include the use of audits, complaint satisfaction surveys and online listening tools and alerts.

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### **We will improve**

We are committed to improving the effectiveness and efficiency of our complaint management system. To this end, we will:

- support the making and appropriate resolution of complaints
- implement best practices in complaint handling
- recognise and reward exemplary complaint handling by staff
- regularly review our complaints management system
- regularly review complaint data
- implement appropriate system changes arising out of our analysis of complaints data and continual monitoring of the system.

## Terms & Definitions

### **Complaint**

An expression of dissatisfaction made about us, our products, services, staff or the handling of a complaint where a response or resolution is explicitly or implicitly expected or legally required.

### **Complaint management system**

All policies, procedures, practices, staff, hardware and software used by us in the management of complaints.

### **Policy**

A statement that sets out how we should fulfil our vision, mission and goals.

### **Procedure**

A statement or instruction that sets out how our policies will be implemented and by whom.

## Appendix A-2: Core exemption conditions

The following conditions apply under rule 153 of the Retail Rules to the sale of energy to exempt customers by exempt persons. These are core conditions based on the retail customer protections provided under the National Energy Retail Law (Retail Law).

Not all of these conditions apply to all exemption classes. The specific obligations under each condition will vary from class to class and will depend on whether the class relates to residential or commercial/retail customers. Sellers should refer to the table at Appendix A-3 for the full list of conditions for their particular class in order to confirm their obligations.

### Condition 1 – Obligation to supply

- 1 An exempt person cannot refuse to sell energy to a customer who meets the criteria for this exemption class, except:
  - a. in accordance with relevant disconnection provisions and
  - b. where the exempt customer's premises have been disconnected by the exempt person for a reason other than failure to pay a bill and the matter leading to the disconnection has not been rectified. The exempt person must reconnect the premises and offer to sell energy once the matter is rectified.

### Condition 2 - Information provision

- 1 The exempt person must advise exempt customers, in writing, at the start of their tenancy/residency/agreement of the following:
  - a. the legal name, trading name (if relevant) and contact details of the exempt seller
  - b. any right of the exempt customer, under state or territory laws, to elect to purchase energy from a retailer of their choice and information on the options for metering that would allow this choice
  - c. that the exempt person is not subject to all the obligations of an authorised retailer, and the exempt customer will not receive the same protections as it would if it were purchasing from an authorised retailer
  - d. the exempt customer's rights in relation to dispute resolution including:
    - i. any right the exempt customer has to access the energy ombudsman scheme (if applicable), including to lodge a complaint or for free independent information and advice, or any other relevant external dispute resolution body in the state or territory in which the exempt customer is located and
    - ii. the exempt person's procedures for handling complaints and disputes.
  - e. the conditions applicable to the exemption that the exempt person is operating under
  - f. the availability of relevant government or non-government energy rebates, concessions and relief schemes
  - g. the forms of assistance available if the exempt customer is unable to pay energy bills due to financial difficulty, as well as the process the exempt customer should follow to seek these forms of assistance

- h. the energy tariffs and all associated fees and charges that will apply to the exempt customer in relation to the sale of energy
  - i. the flexible payment options that are available to the exempt customer in relation to the sale of energy, such as arrangements for payment by periodic instalments (bill smoothing)
  - j. contact numbers in the event of a gas or electricity fault or emergency.
- 2 The exempt person must provide the information set out in paragraph 1 of this condition at any time on request by the exempt customer or the AER.
  - 3 The exempt person must provide the information set out in paragraph 1 of this condition to existing exempt customers as soon as practicable but no later than three months after the Retail Law commences in the relevant state or territory.

### **Condition 3 - Billing and payment arrangements**

- 1 An exempt person must ensure that bills are issued to each exempt customer at least once every three months.
- 2 An exempt person must offer at least two payment methods to an exempt customer. However, if an exempt person offers direct debit as one payment method, they must also offer at least two other payment methods to an exempt customer (that is, at least three methods in total). In each case, at least one of the payment methods offered must be able to be effected without internet access. For example:
  - a. in person
  - b. by telephone
  - c. by mail
  - d. by direct deposit into a bank account.
- 3 An exempt person must include the following particulars in a bill for an exempt customer:
  - a. the legal name, trading name (if relevant) and contact details of the exempt seller
  - b. the name of the exempt customer
  - c. the address of the exempt customer's premises
  - d. date that the account was issued
  - e. the identifier of the meter for the exempt customer's premises
  - f. the pay-by date for the bill
  - g. date of the current meter reading or estimate, as applicable
  - h. the dates to which the meter reading or estimate applies (billing period)
  - i. current meter reading or estimate in kilowatt hours and/or cubic metres, as applicable. Where the amount is an estimate, this must be clearly stated on the bill
  - j. previous meter reading or estimate in kilowatt hours and/or cubic metres, as applicable. Where the amount is an estimate, this must be clearly stated on the bill



- k. the amount of energy consumed, or estimated to be consumed, in the meter reading period. For electricity, consumption must be shown in kilowatt hours. For gas, consumption must be shown in cubic metres and mega joules and must note the heating value and pressure conversion factor that has been applied (these must be the same as those applied by the retailer from whom the exempt person purchases gas for the site)
- l. tariffs, fees and charges applicable to the exempt customer
- m. the basis on which tariffs, fees and charges are calculated. This includes:
  - i. the usage rate specified in cents per kilowatt hour (c/kWh) or cents per megajoules (c/MJ)
  - ii. the daily supply charge in cents per day (c/day) (if charged)
  - iii. the number of days in the billing cycle
- n. any amount deducted, credited or received under a government or non-government funded energy charge rebate, concession or relief scheme or under a payment arrangement
- o. details of the available payment methods
- p. a telephone number for account inquiries and complaints.

#### **Condition 4 - Estimation as basis for bills**

- 1 An exempt person must use best endeavours to ensure that the meter for each exempt customer is read and used as the basis, or apportioned, for any bill issued.
- 2 An exempt person cannot rely on an estimation of the meter value at the start of an energy supply arrangement with an exempt customer, or for the purpose of issuing a final bill to an exempt customer.
- 3 An exempt person may base an exempt customer's bill on an estimation of the exempt customer's consumption of energy where the exempt person is not able to reasonably or reliably base the bill on an actual meter reading.
- 4 Where an estimation is used as the basis for an exempt customer's bill, the estimation must be based on:
  - a. historical metering data for the exempt customer reasonably available to the exempt person or
  - b. where this is not available, the average usage of energy by a comparable customer over the corresponding period.
- 5 If a customer's bill is based on an estimation this must be clearly stated on the exempt customer's bill.

#### **Condition 5 - Pay-by date**

- 1 The pay-by date for a bill must not be less than 13 business days from the date on which the exempt person issues the bill.

## **Condition 6 - Receipts**

- 1 An exempt person must provide each exempt customer with a receipt for any amount paid for energy, except where payment has been made by:
  - a. direct debit or
  - b. credit card over the phone and the customer is provided with a receipt number.
- 2 An exempt person must provide the exempt customer with a separate receipt if a payment for energy was made together with a rent payment but has not been separately identified on the rent receipt.

## **Condition 7 - Pricing**

- 1 An exempt person must not charge the exempt customer tariffs higher than the standing offer price that would be charged by the relevant local area retailer for new connections, if the local area retailer were to supply that quantity, or estimated quantity, of energy directly to the premises of the exempt customer.<sup>45</sup>
- 2 An exempt person must provide notice to the exempt customer of any change in the exempt customer tariff as soon as practicable and no later than the exempt customer's next bill.
- 3 An exempt person must not impose any charge on an exempt customer that is not charged by the relevant local area retailer for new connections under a standard retail contract. A 'charge' includes, but is not limited to, account establishment fees, late payment fees, debt collection fees, disconnection and reconnection charges and security deposits.<sup>46</sup> The amount of any allowable charge must not be greater than that charged under the relevant local area retailer's standard retail contract.

## **Condition 8 – Undercharging and overcharging**

- 1 Where an exempt customer has been undercharged, an exempt person can recover the amount undercharged subject to the following:
  - a. where the undercharging was not the result of the exempt customer's fault or unlawful act or omission, the exempt person is limited to recovering the amount undercharged in the 9 months before the date on which the exempt customer is notified of the undercharging
  - b. the exempt person cannot charge interest on the undercharged amount
  - c. the exempt person must offer the exempt customer time to pay the undercharged amount by instalments, over a period nominated by the customer (up to 12 months, but no longer than the period of the undercharging).

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<sup>45</sup> The standing offer price includes the supply price and the usage price. Exempt sellers must ensure that the price they charge for each of these parts does not exceed the price charged for the equivalent part of the standing offer.

<sup>46</sup> The fees and charges allowable under a standard retail contract are governed by Division 6 of the National Energy Retail Rules (which sets out the requirements for charging a security deposit under a standard retail contract) and may also be governed by jurisdictional legislation.

- 2 Where an exempt customer has been overcharged, an exempt person must inform the exempt customer within 10 business days after becoming aware of the overcharging and repay the amount overcharged subject to the following:
  - a. where the amount overcharged is \$25 or more, the exempt person must refund the amount to the exempt customer if requested, or if no such request is made, credit the amount to the exempt customer's next bill. Where the exempt customer no longer purchases energy from the exempt person, the exempt person must use best endeavours to refund the amount within 10 business days
  - b. where the amount overcharged is less than \$25, the exempt person must credit that amount to the exempt customer's next bill. Where the exempt customer no longer purchases energy from the exempt person, the exempt person must use best endeavours to refund the amount with 10 business days
  - c. no interest is payable on the overcharged amount
  - d. where the overcharging was the result of the exempt customer's fault or unlawful act or omission, the exempt person is limited to repaying the amount overcharged in the 12 months before the date on which the error was discovered.

#### **Condition 9 - Payment difficulties and disconnection or de-energisation**

- 1 Where an exempt customer informs the exempt person that they are unable to pay energy bills due to financial difficulty, the exempt person must:
  - a. offer the exempt customer a payment plan (subject to Condition 12) and
  - b. direct the exempt customer to the Australian government energy efficiency website or another information resource with energy efficiency advice and
  - c. ensure that the exempt customer is aware of relevant government or non-government energy rebates, concessions and relief schemes and
  - d. not charge the exempt customer a late payment fee and
  - e. not charge the exempt customer a security deposit.
- 2 Subject to Condition 10, an exempt person must not proceed with disconnection or cessation of energy supply to an exempt customer unless the following requirements have been met:
  - a. the exempt customer has requested disconnection or
  - b. continuity of supply to the premises would be unsafe or
  - c. the exempt customer's tenancy/residency/agreement has ended and the exempt customer is vacating the premises or
  - d. the exempt customer has not paid a bill by the pay-by date, and has not agreed to a payment plan, or having agreed to a payment plan has failed to adhere to the plan and:
    - i. following non-payment by the pay-by date, the exempt person has given the exempt customer a reminder notice requesting payment by a date at least 6 business days from the date of issue of the reminder notice, and, in the case of

residential exempt customers, has offered the exempt customer more flexible payment terms to pay any amount outstanding and has restated the forms of assistance available if the non-payment is due to financial difficulty and

- ii. following non-payment by the date specified in the reminder notice, or, in the case of residential customers, the establishment of more flexible payment terms, the exempt person has given the exempt customer a disconnection warning notice informing the exempt customer that disconnection may occur if payment of the outstanding bill is not made by a date at least 6 business days from the date of issue of the warning notice and
  - iii. the exempt person has, after issuing the disconnection warning notice, used its best endeavours to contact the customer in person or by telephone in connection with the failure to pay and
  - iv. the exempt customer has, by the date specified in the disconnection warning notice, refused or failed to take any reasonable action towards settling the debt.
- 3 A reminder warning issued pursuant to condition 9(2)(d)(i) must:
- a. state the date of its issue and
  - b. state the date on which the reminder notice period ends and
  - c. include details of the exempt seller's telephone number for complaints and disputes.
- 4 A disconnection warning notice issued pursuant to condition 9(2)(d)(ii) must:
- d. state the date of its issue and
  - e. state the date on which the disconnection warning period ends and
  - f. inform the exempt customer of applicable re-connection procedures and (if applicable) that a charge will be imposed for reconnection and
  - g. include details (where applicable) of the existence and operation of the energy ombudsman, including contact details and
  - h. include contact details for the exempt seller.
- 5 Where an exempt customer is disconnected in accordance with paragraph 2(b) of this condition, the exempt person must use its best endeavours to notify the exempt customer in person or by telephone prior to the disconnection, and must arrange for reconnection of the premises as soon as practicable.
- 6 This condition does not apply where state or territory legislation sets out the process and requirements for the disconnection or cessation of energy supply by the exempt person on the basis that they are a landlord, body corporate or similar.
- 7 This condition does not apply to interruptions under conditions 18 and 19.

#### **Condition 10 - When disconnection or de-energisation is prohibited**

- 1 An exempt person must not disconnect or cease energy supply to an exempt customer's premises where:
  - a. a person residing at the exempt customer's premises requires life support equipment that depends on energy for its operation or

- b. an application has been made by or on behalf of the exempt customer for assistance to an organisation responsible for a rebate, concession or relief available under any government or non-government funded energy charge rebate, concession or relief scheme and a decision on the application has not been made or
  - c. the exempt customer has made a complaint directly related to the proposed reason for disconnection or de-energisation to the exempt person, the energy ombudsman or another relevant external dispute resolution body and the complaint remains unresolved or
  - d. the disconnection or de-energisation would occur on:
    - i. a business day before 8am or after 3pm or
    - ii. a Friday or the day before a public holiday or
    - iii. a weekend or a public holiday or
    - iv. the days between 20 December and 31 December (inclusive) in any year.
- 2 For electricity, the exempt person must contact its distributor to ask whether disconnection of a retail customer in the relevant jurisdiction would be prohibited on that day due to extreme weather conditions. Where the distributor confirms that the disconnection of a retail customer would be prohibited on that day, the exempt person must not disconnect the exempt customer's premises.
  - 3 This condition does not apply where the exempt customer has requested disconnection.
  - 4 This condition does not apply where continuity of supply to the premises would be unsafe.
  - 5 This condition does not apply where the energy supply agreement between the exempt person and exempt customer has been terminated.

### **Condition 11 - Reconnection or re-energisation**

1. Where an exempt customer is disconnected in accordance with conditions 9 and 10 and the customer makes a request for reconnection, the exempt person must reconnect the premises as soon as practicable after a request for reconnection is made. A request for reconnection may be made ten business days after disconnection, or as soon as the matter that led to the disconnection is rectified, and
  - a. any charges for reconnection are paid and
  - b. if the exempt customer still has outstanding amounts owed under the exempt customer's energy account, the customer agrees to enter into a payment plan with the exempt seller.<sup>47 48</sup>

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<sup>47</sup> The requirement for exempt customers to wait 10 days before requesting reconnection does not preclude an exempt seller from reconnecting prior to this date where it is directed to do so under jurisdictional legislation.

<sup>48</sup> The AER recommends that exempt sellers consider the [AER Sustainable Payment Plans Framework](https://www.aer.gov.au/retail-markets/retail-guidelines-reviews/aer-sustainable-payment-plans-framework) when agreeing a payment plan with an exempt customer. The framework can be found at <https://www.aer.gov.au/retail-markets/retail-guidelines-reviews/aer-sustainable-payment-plans-framework>

2. Subject to condition 11(1), the exempt person must reconnect the premises (or, where required, arrange with the distributor to reconnect the premises) as soon as practicable, and no later than two business days from when the request was made.
3. Subject to condition 11(1), the exempt person cannot refuse to supply an exempt customer on the grounds that they owe outstanding amounts on their energy account.

### **Condition 12 - Payment plans**

1. An exempt person must offer flexible energy payment options to an exempt customer who has identified themselves as being in financial difficulty. Flexible payment options may include arrangements for a payment plan.
2. In establishing a payment plan the exempt seller must have regard to:
  - a. the exempt customer's capacity to pay and
  - b. any outstanding amounts owed by the exempt customer and
  - c. the exempt customer's expected energy consumption needs over the following 12 month period or the duration of their tenancy/residency/agreement if the tenancy/residency/agreement is less than 12 months.
3. An exempt seller who offers a payment plan to an exempt customer under this condition must inform the exempt customer of:
  - a. the duration of the plan and
  - b. the amount of each instalment payable under the plan, the frequency of instalments and the date by which each instalment must be paid.
4. This condition does not apply where the exempt customer has:
  - a. had two payment plans cancelled by the exempt person in the previous 12 months due to non-payment or
  - b. been convicted of an offence involving illegal use of energy in the previous two years.

### **Condition 13 - Concessions and rebates**

1. Where an exempt customer is eligible to receive a government or non-government energy rebate, concession or assistance under a relief scheme, the exempt person must not hinder an exempt customer's attempts to establish eligibility.
2. If the government or non-government energy rebate, concession or assistance under a relief scheme can only be claimed by the exempt person on behalf of the eligible exempt customer, then, assuming there is no legal impediment, the exempt person must make that claim and, if successful, must apply the rebate, concession or assistance to the exempt customer's bill.

### **Condition 14 - Choice of retailer**

1. Where an exempt customer is eligible under state or territory legislation to purchase energy from a retailer of their choice, the exempt person must not do anything to discourage or prevent them from exercising this choice, whether by:

- a. requiring the exempt customer to waive their ability to choose a retailer
- b. unreasonably hindering their efforts to find another retailer or
- c. unreasonably hindering any metering or network changes required to enable choice of retailer.

#### **Condition 15 - Contact details**

- 1 An exempt person must provide a means of contact for account inquiries and complaints that can be readily accessed by exempt customers. Where a telephone number is provided, the charge for this call must be no more than the cost of a local call.

#### **Condition 16 - Dispute resolution**

- 1 An exempt person must develop and make a set of procedures detailing the exempt person's procedures for handling complaints and disputes, and those procedures must be provided to exempt customers in accordance with condition 2(1)(d)(i).
- 2 The procedures must be consistent with the Australian Standard *AS/NZS 10002:2014 Guidelines for complaint management in organizations* as amended and updated from time to time.
- 3 In the event of a complaint or dispute concerning the sale of energy to an exempt customer, and in the absence of a determination of the relevant tenancy tribunal if the customer is a tenant, the exempt person must:
  - a. deal with the complaint or dispute in accordance with the exempt person's procedures for handling complaints and disputes and
  - b. make reasonable endeavours to resolve the dispute and
  - c. advise the exempt customer:
    - i. of any right the exempt customer has to access an energy ombudsman (if applicable), including to lodge a complaint or for free independent information and advice, or any other external dispute resolution body in the state or territory where the exempt customer is located, and
    - ii. of the telephone number and other contact details of the energy ombudsman (if applicable).

#### **Condition 17 – Member of energy ombudsman scheme**

- 1 An exempt person must, if permitted by an energy ombudsman scheme:
  - a. be a member of, or subject to, an energy ombudsman scheme for each jurisdiction where it sells energy to exempt customers and
  - b. comply with the requirements of that scheme.

#### **Condition 18 – Planned interruptions to supply**

- 1 For planned interruptions, the exempt seller must notify each affected exempt customer at least two business days before the date of the interruption.
- 2 The notification must:
  - a. specify the expected date, time and duration of the interruption and



- b. include a telephone number for enquiries (the charge for which is no more than the cost of a local call) and
  - c. include a statement that any enquiries regarding planned interruptions are to be directed to the exempt seller.
- 3 The exempt seller must use its best endeavours to restore the exempt customer's supply as soon as possible.

### **Condition 19 – Unplanned interruptions to supply**

1. In the case of an unplanned interruption, the exempt seller must:
- a. within 30 minutes of being advised of the interruption, or otherwise as soon as practicable, make available information on the nature of the interruption and an estimate of the time when supply will be restored or when reliable information on restoration of supply will be available and
  - b. if providing a telephone response that is automated, provide options for exempt customers who call the service to be directly connected to a telephone operator if required and
  - c. use its best endeavours to restore supply to affected exempt customers as soon as possible.

### **Condition 20 - Life support customers**

- 1 Where an exempt customer provides an exempt person with confirmation from a registered medical practitioner that a person residing at the exempt customer's premises requires life support equipment, the exempt person must:
- a. advise the person whose embedded distribution network the sale of energy is occurring within (if different from the exempt person) that a person residing at the premises requires life support equipment and
  - b. advise the exempt person's authorised retailer and distributor that a person residing at the premises requires life support equipment and
  - c. provide the exempt person's authorised retailer and distributor with any relevant information about the premises for the purposes of updating their records and registers.
- 2 An exempt person must maintain records of any exempt customers who have life support equipment that depends on energy for its operation on their premises.

### **Condition 21 - Continuity of supply**

- 1 An exempt person must notify the exempt customers and the AER immediately if they are (or expect to be) disconnected, or there is any likelihood that they will be unable to continue selling energy.

### **Condition 22 – Termination of energy supply agreement**

- 1 An energy supply agreement between the exempt person and an exempt customer will terminate:



- a. on a date agreed by the exempt person and exempt customer or
  - b. five business days (or a different time agreed by the exempt person and exempt customer) from the date when the exempt customer gives the exempt person a termination notice or
  - c. at the conclusion of the exempt customer's lease for, or occupancy of, the premises to which the energy is supplied or
  - d. when the exempt customer starts receiving energy retail services from a different retailer or exempt person or
  - e. when a different exempt customer starts receiving customer retail services for the premises or
  - f. at the end of a period of 10 business days commencing on the day the exempt customer's premises are disconnected, where the conditions for reconnection have not been met.
- 2 Termination of an arrangement to supply energy does not affect any rights or obligations that have already accrued under the agreement.

### **Condition 23 - Maintaining records**

- 1 An exempt person must maintain records of the following for each of its exempt customers:
- a. the name of the exempt customer
  - b. the address of the exempt customer's premises
  - c. the identifier of the meter for the exempt customer's premises (if applicable)
  - d. the date that the customer account was created
  - e. copies of any bills issued for the previous 12 months
  - f. the date of the most recent meter read for the customer (if applicable)
  - g. the basis for determining any estimates of consumption for the purpose of billing where a meter read could not be obtained.

### **Condition 24 – Information provision for exempt customers of power purchase agreement providers**

1. An exempt person must provide the exempt customer in writing a plain English notice explaining that the power purchase agreement is covered by Australian consumer protection laws and is separate to the exempt customer's contract with their retailer and distributor which are covered under the National Energy Retail Law.

### **Condition 25 – Exemption limited to the sale of electricity through power purchase agreements**

1. An exempt person must:
- a. refrain from registering in the wholesale market for the purposes of purchasing energy and

- b. not be the financially responsible retailer for the premises (rather, this must be an authorised retailer).