

Our Ref: #15,280,485  
Contact Officer: Krystle Roche  
Contact Phone: 08 8213 3406

5 September 2023

Mr Philip Keogan  
Director  
Volt Advisory Group Pty Ltd  
Lvl 7 757 Ann Street  
Fortitude Valley QLD 4006

By email: [REDACTED]

Cc: [REDACTED]

Dear Mr Keogan,

**Re: Volt Advisory Group Pty Ltd application for an individual retail exemption**

I refer to your application, accepted by the AER on 15 March 2023, for an individual retail exemption under the National Energy Retail Law (**Retail Law**) for Volt Advisory Group Pty Ltd (**Volt**) / ABN 40 637 282 047 to sell electricity to customers connected to the off-grid microgrid that Volt intends to establish in the the Daintree region, Queensland.

Pursuant to the delegation given to me by the AER, I have assessed Volt's application and I am satisfied that it complies with rule 157(2) of the National Energy Retail Rules (**Retail Rules**) and can be exempt from the requirement to hold a retailer authorisation, subject to Volt accepting the conditions outlined in the Instrument of Exemption in Schedule 1 to this letter.

The AER has considered the policy principles relating to exempt selling in section 114 of the Retail Law, in particular, that:

- regulatory arrangements for exempt sellers should not unnecessarily diverge from those applying to retailers, and
- exempt customers should, as far as practicable, not be denied customer protections afforded to retail customers under this Law and Rules.

The AER's decision is also guided by the objective of the Retail Law,<sup>1</sup> the exempt seller factors,<sup>2</sup> the customer related factors,<sup>3</sup> and the assessment approach outlined in the Retail Exempt Selling Guideline (**Guideline**). If Volt decides to change the way it sells electricity, it should contact the AER as it may need to apply for an authorisation or another exemption to do so. Please be

<sup>1</sup> The national energy retail objective is to 'promote efficient investment in and efficient operation and use of energy services for the long term interests of energy consumers with respect to price, quality, safety, reliability and security of supply of energy' (s. 13, National Energy Retail Law (Retail Law)).

<sup>2</sup> s. 1 15, Retail Law.

<sup>3</sup> s. 1 16, Retail Law.

aware that selling energy outside of the scope of the present exemption may contravene section 88 of the Retail Law and we may take enforcement action or otherwise seek to ensure compliance.

### **Exemption conditions**

The conditions in the Instrument of Exemption have been informed by the core exemption conditions set out in the Guideline. However, as we have previously indicated to you, the AER has decided to include some bespoke conditions to reflect the unique nature of the proposed selling arrangements by Volt and to ensure customers are adequately protected.

I note section 112(2) of the Retail Law requires exempt persons to comply with the conditions attached to their individual exemptions. Failing to adhere to these conditions is considered a breach of the Retail Law and may attract civil penalties. In particular, I would like to bring your attention to the bespoke conditions detailed below as contained in the Instrument of Exemption.

### ***Obligation to Supply***

We have considered the supporting information provided in your application and recognise that Volt may not be able to sell energy to a customer who is connected to the microgrid, in instances where the exempt customer's electricity load has significantly increased and would compromise the reliability and security of the microgrid. Please refer to Condition 1 in the Instrument of Exemption that provides for this scenario.

### ***Pricing***

Given the absence of retail competition in the Daintree region, and the risk of consumer harm associated with potential higher pricing imposed on customers, the AER considers it appropriate to monitor Volt Advisory's pricing to ensure tariffs remain fair and reasonable.

The AER expects Volt to not charge its customers tariffs that are higher than Ergon Energy Retail's standing offer price (that would be charged by Ergon Energy Retail for new connections, if it were not subject to subsidisation by the Queensland Government). Should Volt fail to meet our expectations, the AER may vary Volt Advisory's individual exemption to impose a more explicit pricing condition.

Please refer to Condition 7 in the Instrument of Exemption which sets out the particulars of this requirement. We request Volt submit the relevant information required under this condition within 10 business days of any revised customer tariffs taking effect unless the AER advises otherwise. Volt Advisory should report this information to [AERexemptions@aer.gov.au](mailto:AERexemptions@aer.gov.au).

### ***Performance reporting***

To ensure the AER has regulatory visibility of Volt Advisory's energy selling activities, the AER has imposed a performance reporting obligation, as set out in Condition 27 in the Instrument of Exemption. In deciding to impose this condition, the AER considered Volt Advisory's capacity to administer this requirement and consider it a reasonable condition for a microgrid of the scale you propose. We note similar requirements are imposed on retailers albeit on a larger scale. In this instance, the AER seeks to impose a limited set of indicators for reporting on an *annual* basis, as opposed to the comparable *quarterly* reporting requirements imposed on authorised retailers that involves a significant number of indicators. Volt Advisory should submit its performance reporting to [AERexemptions@aer.gov.au](mailto:AERexemptions@aer.gov.au).

### **Next steps**

As noted above, the exemption is subject to your acceptance of the conditions set out in the Instrument of Exemption in Schedule 1 to this letter. Volt must advise the AER in writing by **4 October 2023** whether it accepts these conditions.

We also request that Volt notify the AER upon commencement of its energy selling to customers connected to the microgrid.

If you have any queries, please contact Mila Sudarsono, Director – Compliance and Enforcement on 03 9658 6485.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Mila', is positioned above the typed name and title.

Rowena Park  
General Manager  
Compliance and Enforcement

Sent by email on: 05.09.2023

# Schedule 1: Instrument of Exemption

INDIVIDUAL EXEMPTION FROM THE REQUIREMENT TO

HOLD A RETAILER AUTHORISATION

DATE OF APPROVAL: **4 September 2023**

FORM OF ENERGY: **Electricity**

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Pursuant to section 110 of the National Energy Retail Law, the Australian Energy Regulator (**AER**) decided on 4 September 2023 to grant Volt Advisory Group Pty Ltd / 40 637 282 047 an exemption from the requirement to hold a retailer authorisation under section 88 of the National Energy Retail Law, subject to the conditions set out below.

This exemption applies to the sale of electricity to small and large electricity customers connected to the Daintree Renewable Microgrid.

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## Condition 1 – Obligation to supply

1. Volt Advisory Group Pty Ltd cannot refuse to sell energy to a customer who is connected to the microgrid, except:
  - a) in accordance with relevant disconnection provisions under Conditions 9(2)–(7), or
  - b) where the exempt customer’s electricity load has significantly increased and would compromise the reliability and security of the microgrid<sup>4</sup>, or
  - c) where the exempt customer’s premises have been disconnected by Volt Advisory Group Pty Ltd for a reason other than failure to pay a bill and the matter leading to the disconnection has not been rectified. Volt Advisory Group Pty Ltd must reconnect the premises and offer to sell energy once the matter is rectified.

## Condition 2 – Information provision

*Note: Conditions 2.1(e),(f),(i) do not apply to large business customers.*

*Note: Condition 2.1(k) does not apply to residential customers.*

1. Volt Advisory Group Pty Ltd must advise its exempt customers, in writing, before entering into an agreement for the sale or supply of energy, of the following:
  - a) its legal name, trading name (if relevant) and contact details, and
  - b) that Volt Advisory Group Pty Ltd 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, and
  - c) the exempt customer’s rights in relation to dispute resolution including:
    - i) any right the exempt customer has to access the relevant energy ombudsman scheme, including to lodge a complaint or for free independent information and advice, or any other relevant external dispute resolution body in Queensland, and
    - ii) Volt Advisory Group Pty Ltd’s procedures for handling complaints and disputes

<sup>4</sup> The AER considers that for the reliability and security of the microgrid to be compromised, Volt Advisory Group Pty Ltd would be unable to supply at an N-1 reliability (with backup capacity) to enable it to supply all of its exempt customers.

- d) the conditions applicable to the exemption that Volt Advisory Group Pty Ltd is operating under, and
  - e) the availability of relevant government or non-government energy rebates, concessions and relief schemes, and
  - f) the forms of assistance available if the exempt customer is experiencing payment difficulties, as well as the process the exempt customer should follow to seek these forms of assistance. Volt Advisory Group Pty Ltd must also provide an exempt customer who is also a residential customer, a hardcopy or electronic link to its hardship policy established in accordance with Condition 24, and
  - g) the energy tariffs and all associated fees and charges (including estimated charges relating to the provision of, or decommissioning of, connections points) that will apply to the exempt customer in relation to the sale of energy, and
  - h) that the exempt customer will bear any third-party contractor costs associated with connecting their premises to Volt Advisory Group Pty Ltd's network connection point, and
  - 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), and
  - j) contact numbers in the event of an electricity fault or emergency, and
  - k) that Volt Advisory Group Pty Ltd may discontinue supply of electricity to an exempt customer if the customer's electricity load significantly increases and where continuing to supply the customer would compromise the reliability and security of the microgrid.
2. Volt Advisory Group Pty Ltd must provide any or all information set out in paragraph 1 of this condition as soon as practicable upon request by the exempt customer or the AER.

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

- 1. Volt Advisory Group Pty Ltd must ensure that bills are issued to each exempt customer at least once every three months.
- 2. Volt Advisory Group Pty Ltd must offer at least two payment methods to an exempt customer. However, if Volt Advisory Group Pty Ltd 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, or
  - d) by direct deposit into a bank account.
- 3. Volt Advisory Group Pty Ltd must include the following particulars in a bill for an exempt customer:
  - a) the legal name, trading name (if relevant) and Volt Advisory Group Pty Ltd's contact details
  - 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. Where the amount is an estimate, this must be clearly stated on the bill
- j) previous meter reading or estimate in kilowatt hours. 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
- 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)
  - 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) any amount credited for solar feed-in
- p) details of the available payment methods, and
- q) a telephone number for account inquiries and complaints.

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

1. Volt Advisory Group Pty Ltd 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. Volt Advisory Group Pty Ltd 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. Volt Advisory Group Pty Ltd may base an exempt customer's bill on an estimation of the exempt customer's consumption of energy where Volt Advisory Group Pty Ltd 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 Volt Advisory Group Pty Ltd, 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 Volt Advisory Group Pty Ltd issues the bill.

### Condition 6 – Receipts

1. Volt Advisory Group Pty Ltd 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. Volt Advisory Group Pty Ltd must provide the exempt customer with a separate receipt if a payment for energy was made together with a payment for another service but has not been separately identified on the rent receipt.

### Condition 7 – Pricing

*Note: Condition 7.2 does not apply to large business customers*

1. Volt Advisory Group Pty Ltd must provide written notice to the exempt customer of any change in the tariffs at least ten business days prior to the new tariffs taking effect.
2. Volt Advisory Group Pty Ltd must submit the following pricing information for each customer type to the AER, within a timeframe determined by the AER from time to time:
  - a) the unit price for electricity, expressed in cents per kWh, and
  - b) any fixed or standing charge, expressed in 'cents per day', and
  - c) any solar feed-in tariffs available to the customer.

### Condition 8 – Undercharging and overcharging

1. Where an exempt customer has been undercharged, Volt Advisory Group Pty Ltd 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, Volt Advisory Group Pty Ltd is limited to recovering the amount undercharged in the 9 months before the date on which the exempt customer is notified of the undercharging, and
  - b) Volt Advisory Group Pty Ltd cannot charge interest on the undercharged amount, and
  - c) Volt Advisory Group Pty Ltd 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).
2. Where an exempt customer has been overcharged, Volt Advisory Group Pty Ltd 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 \$50 (or such other amount as the AER determines) or more, Volt Advisory Group Pty Ltd 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 Volt Advisory Group Pty Ltd, it must use best endeavours to refund the amount within 10 business days, and
  - b) where the amount overcharged is less than \$50 (or such other amount as the AER determines), Volt Advisory Group Pty Ltd must credit that amount to the exempt

customer's next bill. Where the exempt customer no longer purchases energy from Volt Advisory Group Pty Ltd, Volt Advisory Group Pty Ltd must use best endeavours to refund the amount with 10 business days, and

- c) no interest is payable on the overcharged amount, and
- d) where the overcharging was the result of the exempt customer's fault or unlawful act or omission, Volt Advisory Group Pty Ltd 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**

*Note: Condition 9.1 does not apply to small business or large business customers*

1. Where an exempt customer informs Volt Advisory Group Pty Ltd that they are experiencing payment difficulties, Volt Advisory Group Pty Ltd must:
  - a) offer the exempt customer a payment plan (in accordance with the requirements of 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) give the exempt customer information about relevant government or non-government energy rebates, concessions and relief schemes, and
  - d) give the exempt customer information about financial counselling services, and
  - e) provide the exempt customer a hardcopy or electronic link to its hardship policy established in accordance with Condition 24, and
  - f) not charge the exempt customer a late payment fee, and
  - g) not charge the exempt customer a security deposit.
2. Subject to Conditions 10 and 24 Volt Advisory Group Pty Ltd 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 would compromise the reliability and security of the microgrid, or
  - c) the exempt customer's 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, Volt Advisory Group Pty Ltd 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, Volt Advisory Group Pty Ltd 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) Volt Advisory Group Pty Ltd 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 Volt Advisory Group Pty Ltd's telephone number for complaints and disputes.

4. A disconnection warning notice issued pursuant to Condition 9(2)(d)(ii) must:

a) state the date of its issue, and

b) state the date on which the disconnection warning period ends, and

c) inform the exempt customer of applicable re-connection procedures and (if applicable) that a charge will be imposed for reconnection, and

d) include details of the existence and operation of the energy ombudsman, including contact details, and

e) 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 seller 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 to interruptions under Conditions 17 and 18.

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

*Note: Conditions 10.1(a),(b) do not apply to small business or large business customers*

1. Volt Advisory Group Pty Ltd 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<sup>5</sup> 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 Volt Advisory Group Pty Ltd, the energy ombudsman or another relevant external dispute resolution body and the complaint remains unresolved, or

<sup>5</sup> Has the meaning specified in Part 1, Division 1 of the National Energy Retail Law.

- d) the disconnection or de-energisation would occur:
  - i) on a business day before 8 am or after 3 pm, or
  - ii) on a Friday or the day before a public holiday, or
  - iii) on a weekend or a public holiday, or
  - iv) during an extreme weather event<sup>6</sup>, or
  - v) on the days between 20 December and 31 December (inclusive) in any year.
- 2. This condition does not apply where the exempt customer has requested disconnection.
- 3. This condition does not apply where continuity of supply to the premises would be unsafe or will compromise the reliability and security of the microgrid in accordance with Condition 1.
- 4. This condition does not apply where the energy supply agreement between Volt Advisory Group Pty Ltd and the 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, Volt Advisory Group Pty Ltd must reconnect the premises as soon as practicable after a request for reconnection is made. A request for reconnection may be made 10 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 Volt Advisory Group Pty Ltd.<sup>7, 8</sup>
- 2. Subject to Condition 11(1), Volt Advisory Group Pty Ltd must reconnect the premises (or, where required, arrange with the network owner, operator or controller to reconnect the premises) as soon as practicable, and no later than 2 business days from when the request was made.
- 3. Subject to Condition 11(1) Volt Advisory Group Pty Ltd cannot refuse to supply an exempt customer on the grounds that they owe outstanding amounts on their energy account.

### Condition 12 – Payment plans

*Note: This condition does not apply to small business and large business customers*

- 1. Volt Advisory Group Pty Ltd must offer flexible energy payment options, including a payment plan, to an exempt customer who has identified themselves as being in financial difficulty.
- 2. In establishing a payment plan Volt Advisory Group Pty Ltd must have regard to:

<sup>6</sup> This includes instances where a current Severe Weather Warning has been issued for the district of the microgrid site by the Australian Government Bureau of Meteorology’

<sup>7</sup> The requirement for exempt customers to wait 10 days before requesting reconnection does not preclude Volt Advisory Group Pty Ltd from reconnecting prior to this date where it is directed to do so under jurisdictional legislation.

<sup>8</sup> The AER recommends that Volt Advisory Group Pty Ltd considers 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>

- 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 agreement if the agreement is less than 12 months.
3. When offering a payment plan to an exempt customer under this condition, Volt Advisory Group Pty Ltd 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 Volt Advisory Group Pty Ltd 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.
5. Volt Advisory Group Pty Ltd must not make changes to an exempt customer's payment plan without their agreement.

### **Condition 13 – Concessions and rebates**

*Note: This condition does not apply to large business customers*

1. Where an exempt customer is eligible to receive a government or non-government energy rebate, concession or assistance under a relief scheme, Volt Advisory Group Pty Ltd 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 Volt Advisory Group Pty Ltd on behalf of the eligible exempt customer, then, assuming there is no legal impediment, Volt Advisory Group Pty Ltd must make that claim and, if successful, must apply the rebate, concession or assistance to the exempt customer's next 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 seller 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, or
  - 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. Volt Advisory Group Pty Ltd 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. Volt Advisory Group Pty Ltd must develop and make a set of procedures detailing its procedures for handling complaints and disputes, and those procedures must be provided to exempt customers in accordance with Condition 2(1)(c)(ii).



2. The procedures must be consistent with the Australian Standard *AS10002:2022 Guidelines for complaint management in organizations* (or subsequent versions).
3. In the event of a complaint or dispute concerning the sale of energy to an exempt customer Volt Advisory Group Pty Ltd must:
  - a) deal with the complaint or dispute in accordance with its 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, including to lodge a complaint or for free independent information and advice, or any other external dispute resolution body in Queensland, and
    - ii) of the telephone number and other contact details of the energy ombudsman.

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

*Note: This condition does not apply to small business and large business customers*

1. Volt Advisory Group Pty Ltd 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, Volt Advisory Group Pty Ltd must notify each affected exempt customer at least 2 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 Volt Advisory Group Pty Ltd.
3. Volt Advisory Group Pty Ltd 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, Volt Advisory Group Pty Ltd 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

*Note: This condition does not apply to small business and large business customers*

1. Where an exempt customer provides Volt Advisory Group Pty Ltd with confirmation from a registered medical practitioner that a person residing at the exempt customer's premises requires life support equipment, Volt Advisory Group Pty Ltd must advise the person whose distribution network the sale of energy is occurring within (if different from Volt Advisory) that a person residing at the premises requires life support equipment.
2. Volt Advisory Group Pty Ltd must maintain records of any exempt customers who have life support equipment that depends on energy for its operation on their premises.
3. Volt Advisory Group Pty Ltd must, at the time of registering the premises as having life support equipment, provide the exempt customer with:
  - a) general advice that there may be a planned or unplanned interruption to the supply at the address, and
  - b) information to assist the exempt customer to prepare a plan of action in case of an unplanned interruption, and
  - c) an emergency telephone contact number (the charge of which is no more than the cost of a local call).

## Condition 21 – Continuity of supply

1. If there is any likelihood that Volt Advisory Group Pty Ltd will be unable to continue selling energy, it must notify the exempt customers and the AER immediately. As part of this notification, the Volt Advisory Group Pty Ltd must advise the steps they are taking to arrange continuity of supply.

## Condition 22 – Termination of energy supply agreement

1. An energy supply agreement between Volt Advisory Group Pty Ltd and an exempt customer will terminate:
  - a) on a date agreed by Volt Advisory Group Pty Ltd and exempt customer, or
  - b) five business days (or a different time agreed by Volt Advisory Group Pty Ltd and exempt customer) from the date when the exempt customer gives the exempt seller a termination notice, or
  - c) when the exempt customer starts receiving energy retail services from a different retailer or exempt seller, or
  - d) when a different exempt customer starts receiving customer retail services for the premises, or
  - e) 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. Volt Advisory Group Pty Ltd 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 reasons for any customer disconnections, and
- h) the basis for determining any estimates of consumption for the purpose of billing where a meter read could not be obtained.

### Condition 24 – Hardship policy

1. Volt Advisory Group Pty Ltd must develop, implement, maintain, and comply with, a plain English hardship policy for its residential exempt customers that contains at a minimum, the standardised statements provided in the AER's *Exempt seller hardship policy template* published on the AER's website and as in force from time to time.
2. Volt Advisory Group Pty Ltd's hardship policy must be implemented no later than 3 months from the exemption approval date to which this condition applies.
3. Volt Advisory Group Pty Ltd's residential exempt customer hardship policy must include:
  - a) Volt Advisory Group Pty Ltd's processes for the early response of residential exempt customers identifying themselves as experiencing payment difficulties due to hardship,
  - b) flexible payment options (including payment plans) for the payment of energy bills by residential exempt customers experiencing hardship,
  - c) processes for notifying residential exempt customers experiencing hardship of appropriate government concession programs and appropriate financial counselling services, and
  - d) processes to assist residential exempt customers with strategies to improve their energy efficiency.
4. Volt Advisory Group Pty Ltd's hardship policy must not include unreasonable conditions that a residential exempt customer has to meet before being eligible for hardship support, including that the exempt customer must:
  - a) attend financial counselling
  - b) be represented by a third party such as a financial counsellor
  - c) submit to an energy audit
  - d) make a one-off payment or make a certain number of instalments towards their debt, or
  - e) pay their bills on time.
5. Volt Advisory Group Pty Ltd's customer hardship policy must specify it:
  - a) will take into account all of the circumstances of the residential exempt customer, and having regard to those circumstances, act fairly and reasonably, and
  - b) will provide a customer who is entitled to receive assistance under its customer hardship policy with that assistance, in a timely manner.
6. If Volt Advisory Group Pty Ltd deems a residential exempt customer to be ineligible for hardship assistance, it must:

- a) provide the residential exempt customer the reasons why, and
- b) advise the residential exempt customer of their right to contact the energy ombudsman scheme within their state.

### **Condition 25 – Metering arrangements**

1. Volt Advisory Group Pty Ltd must ensure that metering arrangements allow for exempt customers to access retail competition.
2. Volt Advisory Group Pty Ltd must not sell energy under a prepayment meter system<sup>9</sup>.

### **Condition 26 – Meter reading charges**

1. Volt Advisory Group Pty Ltd may not charge an exempt customer for meter reading where:
  - a) Volt Advisory Group Pty Ltd has calculated consumption based on a meter reading performed and submitted by the exempt customer, their agent or a tenant, or
  - b) the exempt customer's meter can be remotely read (for example, a smart meter) and the customer has not requested a manual meter read.
2. Volt Advisory Group Pty Ltd may only charge for manual meter reading once per billing cycle, but no more frequently than monthly, except where an exempt customer requests a shorter billing cycle and has consented to more frequent meter read fees until such a time as that customer withdraws their consent.

### **Condition 27– Performance reporting**

1. Volt Advisory Group Pty Ltd must report to the AER<sup>10</sup> by 31 July each year the following indicators for the previous financial year the:
  - a) number of customers by category:
    - i) residential customers
    - ii) small business customers
    - iii) large customers
  - b) number of life support customers
  - c) number of residential customers who have accessed flexible energy payment options
  - d) number of residential customers who have been disconnected due to non-payment, and
  - e) number of residential and business (small and large) customers who have been disconnected due to increased electricity load.

<sup>9</sup> Prepayment Meter System has the meaning specified in Part 1, Division 1 of the National Energy Retail Law.

<sup>10</sup> Indicators are to be reported to the AER in a manner determined by the AER from time to time.