

National Energy Retail Law (South Australia) Act 2011

(Section 34)

**NOTICE OF EXEMPTION BY THE
MINISTER FOR MINERAL RESOURCES AND ENERGY**

**THE MUNICIPAL COUNCIL OF ROXBY DOWNS
(Constituted by proclamation pursuant to the *Local Government Act 1999* and the *Roxby Downs (Indenture Ratification) Act 1982*)**

Notice

PURSUANT to section 34 of the *National Energy Retail Law (South Australia) Act 2011*, I, Tom Koutsantonis, Minister for Mineral Resources and Energy, grant an exemption to the Municipal Council of Roxby Downs (constituted by proclamation pursuant to the *Local Government Act 1999* and the *Roxby Downs (Indenture Ratification) Act 1982*) ('Exempt Seller') from the requirement to hold a current retailer authorisation under Part 5 of the *NERL*, subject to the conditions listed below.

Conditions

1. Interpretation

- 1.1. Words appearing in italics are defined in Part 1 of the Schedule.
- 1.2. This Exemption must be interpreted in accordance with Part 2 of the Schedule.

2. Form of energy

- 2.1. The form of energy authorised by this Exemption is electricity.

3. Limitation

- 3.1. The *Exempt Seller* is limited to retailing electricity to any person for consumption at the localities specified in Part 3 of the Schedule.

4. Commencement, variation and revocation

- 4.1. This Exemption commences on the date the *NERL* comes into operation in South Australia and continues in force until it is revoked by the *AER* under section 111 of the *NERL*.
- 4.2. Subject to section 34(5) of the *National Energy Retail Law (South Australia) Act 2011*, the *AER* may decide to vary or revoke this Exemption.

5. Compliance with Laws

- 5.1. The *Exempt Seller* must comply with all applicable laws and any technical or safety requirements or standards contained in regulations made under the *Electricity Act 1996* (SA).

6. Dispute Resolution

- 6.1. The *Exempt Seller* must develop and make available to *customers* a set of procedures for handling customer complaints and disputes.
- 6.2. The procedures must be substantially consistent with the Australian Standard AS ISO 10002-2006 (*Customer Satisfaction – Guidelines for Complaints Handling in Organisations*) as amended and updated from time to time.
- 6.3. The procedures must be regularly reviewed and kept up to date.

7. Information Provision to customers

- 7.1. The *Exempt Seller* must, on request by a customer, provide the following in writing:
 - a. the *customer's* rights in relation to dispute resolution including:
 - i. the *Exempt Seller's* procedures for handling disputes and complaints, and
 - ii. any right that the *customer* has to access the energy ombudsman scheme or any other relevant external dispute resolution body in the state or territory in which the *Exempt Seller* is located;
 - b. the electricity tariffs and all associated fees and charges that will apply to the *customer* in relation to the sale of electricity; and
 - c. contact numbers in the event of an electricity fault or emergency.

8. Information Provision to the Australian Energy Regulator

- 8.1. If the *Exempt Seller* commits a *material breach* of a provision of an applicable law or a condition of this Exemption, the *Exempt Seller* must provide a written report on breaches of obligations to the AER as soon as reasonably practicable and in any case within five business days of the breach occurring.

9. Maintaining records

- 9.1. The *Exempt Seller* must maintain records of the following information in respect of the *operations* authorised by this Exemption for each financial year:
 - a. the number of *customers* by customer category;

- b. the number of *customers* disconnected for failure to pay a bill;
 - c. in respect of the *Exempt Seller's* compliance with its regulatory obligations under this Exemption, a statement describing:
 - i. any instances of non-compliance with those regulatory obligations;
 - ii. measures taken by the *Exempt Seller* to rectify reported non-compliance; and
 - d. any other information as reasonably specified by the *AER*.
- 9.2. The *Exempt Seller* must maintain records of the following for each of its *customers*:
- a. the name of the *customer*;
 - b. the address of the *customer's* premises;
 - c. the identifier of the meter for the *customer's* premises;
 - 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*; and
 - g. the basis for determining any estimates of consumption for the purpose of billing where a meter read could not be obtained.

10. Operational and Compliance Audits

- 10.1. The *Exempt Seller* must, if so required by the *AER*, carry out a compliance audit in connection with specified aspects of the activities of the entity in relation to the *Exempt Seller's* compliance with the requirements of this Exemption.
- 10.2. If the *AER* requires the *Exempt Seller* to carry out a compliance audit under this section, the entity may arrange for the audit to be carried out on its behalf by contractors or other persons, but the *Exempt Seller* remains responsible for the audit.
- 10.3. The *Exempt Seller* must, within a period specified and in accordance with requirements specified by the *AER*, provide the *AER* with the results of a compliance audit carried out under this Exemption.

11. Confidentiality

- 11.1. The *Exempt Seller* must, unless otherwise required or permitted by law, ensure that information concerning a *customer* is not disclosed without the prior express consent of, or as agreed in writing with, the *customer*.

12. Taking Over Operations

- 12.1. If the *Exempt Seller* contravenes a condition of this Exemption or any other requirement of the *Electricity Act 1996 (SA)*, or *Exempt Seller's* exemption ceases, or is to cease to be in force and it is necessary, in the AER's opinion, to take over the *Exempt Seller's* retail operations (or some of them) to ensure an adequate supply of electricity to customers, the *Exempt Seller* must participate in the development and implementation of arrangements for another person to take over the operations authorised by this exemption (including, but not limited to, arrangements to ensure the remuneration of that person).

13. Applications for sale of electricity

- 13.1. Before agreeing to sell electricity to a person at the premises, the *Exempt Seller* may require the person to:
 - a. provide the *customer's* name and *acceptable identification*;
 - b. provide contact details for billing purposes;
 - c. ensure that there is safe and unhindered access to the meter at the premises; and
 - d. pay any outstanding debt, or make arrangements for the payment of any outstanding debt, in relation to the *connection*, sale or supply of electricity to the *customer* by the *Exempt Seller* (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made).

14. Standard Contractual Terms and Conditions

- 14.1. The *Exempt Seller* must adopt a form of standard terms and conditions on which it will sell electricity to *customers* and publish it on the *Exempt Sellers* website.
- 14.2. The standard terms and conditions must be in accordance with the requirements of this Exemption and applicable laws.
- 14.3. The *Exempt Seller* may vary its standard terms and conditions and must publish the amended standard terms and conditions on its website.
- 14.4. The *Exempt Seller* must, on request by a *customer*, provide that *customer* with a copy of the *Exempt Seller's* form of standard terms and conditions, free of charge.
- 14.5. If a *customer* has already received a copy of the standard terms and conditions and requests another copy within a 12 month period, the *Exempt Seller* may impose a reasonable charge for providing that copy.

15. Use of Electricity and Illegal Use

- 15.1. Despite clause 18 if the *Exempt Seller* has undercharged or not charged a *customer* as a result of the *customer's* fraud or intentional consumption of electricity otherwise than in accordance with applicable laws, the *Exempt Seller* may estimate the consumption for which the *customer* has not paid and bill or take debt recovery action for all of that unpaid amount.
- 15.2. Clause 22 does not apply if, during the course of the *customer's* dealings with the *Exempt Seller*, the *customer* is convicted of an offence involving fraud or theft of electricity.
- 15.3. Notwithstanding any of the requirements of clause 29, but in compliance with clause 29.1(b), the *Exempt Seller* may arrange for the disconnection of a *customer's* premises immediately where the *customer* has used electricity otherwise than in accordance with applicable laws.
- 15.4. The *Exempt Seller* must not sell or supply electricity to a person if that person is required to hold an authorisation under the NERL or a licence under the *Electricity Act 1996* (SA) in respect of the use of that electricity and the *Exempt Seller* is aware that the person has not been issued with such an authorisation or licence, or an exemption from the requirement to hold such an authorisation or licence.

16. Billing and payment arrangements

- 16.1. The *Exempt Seller* must ensure that bills are issued to each *customer* at least once every three months.
- 16.2. The *Exempt Seller* must include at least the following particulars separately itemised in a bill for a *customer*:
 - a. the name of the *customer* and, where applicable, the account number;
 - b. the address of the *customer's* premises;
 - c. date that the account was issued;
 - d. the identifier of the meter for the *customer's* premises, where applicable;
 - e. the pay-by date for the bill;
 - f. date of the current meter reading or estimate, as applicable;
 - g. the dates to which the meter reading or estimate applies (the billing period);
 - h. days in the 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 electricity consumed, or estimated to be consumed, in the meter reading period. Consumption must be shown in kilowatt hours;
 - l. the total amount payable by the *customer*, including amounts of any arrears or credits;
 - m. all tariffs, fees and charges applicable to the *customer* itemised separately;
 - n. the basis on which tariffs, fees and charges are calculated;
 - o. any amount deducted, credited or received under a government or non-government funded energy rebate, concession or relief scheme or under a payment arrangement;
 - p. if the *customer* has provided a security deposit, the amount of that deposit;
 - q. details of the available payment methods;
 - r. a telephone number for account enquiries and complaints;
 - s. a 24 hour contact telephone number for faults and emergencies; and
 - t. on a *residential customer's* bill only, a reference to the availability of concessions.
- 16.3. The *Exempt Seller* must issue a bill to a *customer* at the premises, unless the *customer* nominates another address.
- 16.4. The *Exempt Seller* must offer at least the following payment methods to its *customers*:
- a. in person;
 - b. by telephone;
 - c. by mail;
 - d. by direct debit; and
 - e. by electronic funds transfer.
- 16.5. If the *customer* requests its final bill for the *customer's* premises from the *Exempt Seller*, the *Exempt Seller* must use its *best endeavours* to issue that *customer* with a final bill in accordance with the *customer's* request.

17. Estimation as basis for bills

- 17.1. The *Exempt Seller* must use *best endeavours* to ensure that the meter for each *customer* is read at least once every 12 months and used as the basis for any bill issued.
- 17.2. The *Exempt Seller* may base a *customer's* bill on an estimation of the *customer's* consumption of electricity where:

- a. the *customer* consents to the use of estimation by the *Exempt Seller*, or
 - b. the *Exempt Seller* is not able to reasonably or reliably base the bill on an actual meter reading.
- 17.3. Where an estimation is used as the basis for a *customer's* bill, the estimation must be based on:
- a. the *customer's* reading of the relevant meter; or
 - b. historical meter data for the *customer* at that premises reasonably available to the *Exempt Seller*, or
 - c. where this is not available, the average use of energy by a comparable *customer* over the corresponding period.
- 17.4. If a *customer's* bill is based on an estimation, this must be clearly stated on the *customer's* bill.
- 17.5. Where the *Exempt Seller* has provided a *customer* with an estimated bill, and the meter is subsequently read, the *Exempt Seller* must include an adjustment on the next bill to take account of the actual meter reading.
- 17.6. Where a *customer* has denied access to a meter for the purpose of reading that meter, and subsequently requests the *Exempt Seller* to replace an estimated bill with a bill based on a reading of the meter, the *Exempt Seller* must comply with that request but may pass through to that *customer* any costs it incurs in doing so.

18. Undercharging

- 18.1. Where a *customer* has been undercharged, the *Exempt Seller* can recover the amount undercharged subject to the following:
- a. where the undercharging was not the result of the *customer's* fault or unlawful act or omission, the *Exempt Seller* is limited to recovering the amount undercharged in the 9 months before the date on which the *customer* is notified of the undercharging;
 - b. the *Exempt Seller* cannot charge interest on the undercharged amount; and
 - c. the *Exempt Seller* must offer the *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).

19. Overcharging

- 19.1. Where a *customer* has been overcharged, the *Exempt Seller* must inform the *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 more, the *Exempt Seller* must refund the amount to the *customer* if requested, or if no such request is made, credit the amount to the *customer's* next bill; or
- b. where the amount overcharged is less than \$50, the *Exempt Seller* must credit that amount to the *customer's* next bill; or
- c. where the *customer* no longer purchases electricity from the *Exempt Seller*, the *Exempt Seller* must use *best endeavours* to refund the amount within 10 *business days*; and
- d. no interest is payable on the overcharged amount.

20. Tariffs

- 20.1. Where during a *billing cycle* a *customer* changes from one type of tariff to another type of tariff, the *Exempt Seller* must (if it is necessary to do so due to the changing in the type of tariff applying to that *exempt customer*):
 - a. obtain a meter reading (or metering data) at the time the type of tariff changes; and
 - b. calculate the *customer's* bill using the type of tariff applying:
 - i. the old type of tariff up to but not including the date of the meter reading; and
 - ii. the new type of tariff from and including the date of the meter reading.
- 20.2. Where during a *billing cycle* a the tariff rate or charge applying to a *customer* changes, the licensee must calculate the bill on a pro rata basis using:
 - a. the old tariff rate or charge up to and including the date of change; and
 - b. the new tariff rate or charge from the date of the change to the *billing cycle*.
- 20.3. Where the *Exempt Seller* offers alternative tariffs or tariffs options and the *customer*:
 - a. requests the *Exempt Seller* to transfer from that *customer's* current tariff to another tariff; and
 - b. demonstrates to the *Exempt Seller* that it satisfies all of the conditions relating to the other tariff and any conditions imposed.

the *Exempt Seller* must transfer the *customer* to that other tariff within 10 *business days* of satisfying those conditions.
- 20.4. Where a *customer* transfers from one tariff type to another, the effective date of transfer is:
 - a. subject to paragraph (b), the date on which the meter reading was obtained; or

- b. where the transfer requires a change to the meter at the *customer's* premises, the date the meter change is completed.
- 20.5. Where a *customer* notifies the *Exempt Seller* of a change in use of the *customer's* premises, the *Exempt Seller* may require the *customer* to transfer to a tariff applicable to the *customer's* use of that premises with effect from the date on which the *Exempt Seller* notifies the *customer* of the new tariff.
- 20.6. If a *customer* fails to give notice of a change in use of the *customer's* premises, the *Exempt Seller* may, upon giving notice to the *customer*, transfer the *customer* to the applicable tariff with effect from the date on which the change of use occurred.

21. Pay-by Date

- 21.1. The pay-by date for a bill must not be less than 13 *business days* from the date on which the *Exempt Seller* issues the bill.
- 21.2. If a *customer* has not paid a bill by the pay-by date, the *Exempt Seller* may send to that *customer* a reminder notice that its bill is past due, giving the *customer* a further due date (not less than 6 *business days* after the date the notice is issued).
- 21.3. The *Exempt Seller* may charge a *business customer* interest at the *bank bill rate*.

22. Payment difficulties

- 22.1. Where a *residential customer* informs the *Exempt Seller* in writing or by telephone that the *residential customer* is experiencing payment difficulties, the *Exempt Seller* must:
 - a. advise the *residential customer*, as soon as is reasonably practicable, of instalment plan options offered by the *Exempt Seller* at that time;
 - b. provide the *residential customer* with information on independent financial and other relevant counselling services;
 - c. advise the *residential customer* of any relevant government or non-government energy rebates, concessions and relief schemes; and
 - d. where appropriate, inform the *residential customer* of their right to have a bill redirected to a third person, as long as that third person consents in writing to that redirection.
- 22.2. Where a *residential customer* requests information or a redirection of its bills, under clause 22.1 the *Exempt Seller* must provide that information or redirection free of charge.
- 22.3. Where a *residential customer* is unable to arrange payment whether due to illness or long absence, the *Exempt Seller* must offer:
 - a. payment in advance facilities; and

- b. redirection of the *residential customer's* bill as requested by the *customer* free of charge.

23. Paying by instalments

- 23.1. The *Exempt Seller* must offer *customers* at least the following payment options:
 - a. a system or arrangement under which a *customer* may make payments in advance towards future bills; and
 - b. for *residential customers*, an interest and fee free instalment plan or other arrangement under which the *residential customer* is given more time to pay a bill or to pay arrears (including any disconnection or reconnection charges).
- 23.2. The *Exempt Seller* may require a *customer* to pay by instalments in advance if the *customer* is in arrears or as an alternative to the *customer* paying a security deposit.
- 23.3. The *Exempt Seller* does not have to offer a *customer* an instalment plan if the *customer* has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a case, the *Exempt Seller* must offer another instalment plan only if the *Exempt Seller* is reasonably satisfied that the *customer* will comply with that instalment plan.
- 23.4. The *Exempt Seller* offering an instalment plan must, in determining the period of the plan and calculating the amount of the instalments, take into account information from the *customer* about the *customer's* usage needs and capacity to pay.
- 23.5. Nothing in this Exemption limits the payment options that the *Exempt Seller* may offer to a *customer*.

24. Billing disputes

- 24.1. The *Exempt Seller* must review a bill if requested to do so by a *customer*.
- 24.2. The *Exempt Seller* must inform the *customer* of the outcome of the review as soon as reasonably possible but, in any event, within 30 *business days*.
- 24.3. The *Exempt Seller* may require the *customer* to pay:
 - a. the lesser of:
 - i. that portion of the bill under review that the *customer* and the *Exempt Seller* agree is not the subject of review; or

- ii. an amount equal to the average amount of the *customer's* bill in the previous 12 months (excluding the bill in dispute); and
 - b. any other bills that are properly due.
- 24.4. If a *customer* requests that, in reviewing the bill, the meter reading or metering data be checked or the meter tested:
 - a. the *Exempt Seller* must, as the case may require:
 - i. arrange for a check of the meter reading or metering data; or
 - ii. request the responsible person to test the meter; and
 - b. the *customer* must pay for the cost of the check or test (which the *Exempt Seller* may request be paid in advance); and
 - c. if the meter or metering data proves to be faulty or incorrect, the *customer* must be reimbursed for the cost of the check or test.
- 24.5. Where, after conducting a review of the bill, the *Exempt Seller* is satisfied that the bill is:
 - a. correct, the *Exempt Seller* may require the *customer* to pay the amount of the bill that is still outstanding; or
 - b. incorrect, the *Exempt Seller*-
 - i. must adjust the bill in accordance with the clause 18 or clause 19 of this Exemption, as the case requires; and
 - ii. may require the *customer* to pay the amount (if any) of the bill that is still outstanding; and
 - iii. must refund (or set off against the amount in subclause (ii)) any amount paid in advance under clause 24.3
 - iv. must inform the customer of its dispute resolution process.

25. Charge for dishonoured payments

- 25.1. If a *customer* pays an *Exempt Seller's* bill by cheque, by direct debit from an account with an *ADI*, or by credit card, and the payment is dishonoured or reversed, which results in the *Exempt Seller* incurring a fee, the *Exempt Seller* may recover from the *customer* the amount of that fee.

26. Security deposits and alternatives

- 26.1. The *Exempt Seller* may require a *customer* to provide a security deposit at the time the *customer* makes an application for *connection*, or an application for reconnection after being disconnected, or before selling electricity to the *customer*.

- 26.2. The *Exempt Seller* must ensure that the amount of a security deposit for a *customer* is not greater than 37.5% of the *customer's* estimated bills over a 12 month period, based on:
- a. the *customer's* billing history; or
 - b. the average usage of electricity by a comparable *customer* over a comparable 12 month period.
- 26.3. The *Exempt Seller* may increase a *business customer's* existing security deposit in line with clause 26.2, where that deposit is insufficient to secure the *business customer's* current electricity usage.
- 26.4. An *Exempt Seller* cannot require a *customer* to provide a security deposit unless:
- a. the *customer* has left a previous premises without settling an outstanding electricity debt owing to the *Exempt Seller*, the debt remains outstanding, and the *customer* refuses to make arrangements (acceptable to both parties) to pay the debt;
 - b. the *customer* has fraudulently acquired or intentionally consumed energy otherwise than in accordance with law within the past 2 years; or
 - c. the *customer* has refused or failed to provide *acceptable identification* to the *Exempt Seller*; or
 - d. the *Exempt Seller* reasonably considers that the *customer* has an unsatisfactory credit history; or
 - e. in the case of a *business customer*, the *Exempt Seller* reasonably considers that the *business customer* has (in respect of the business):
 - i. no history of paying energy accounts; or
 - ii. an unsatisfactory record in relation to the payment of electricity accounts; or
 - f. the *customer* has refused or failed to provide the *Exempt Seller* with the permission or other information requested for the *Exempt Seller* to perform a check of the *customer's* credit history; and
 - g. the *Exempt Seller* has offered the *customer* the option of a payment plan and the *customer* has either declined the offer or failed to pay an instalment having accepted the offer.
- 26.5. The *Exempt Seller* must accept a bank guarantee from a *business customer* as an alternative to a cash security deposit.
- 26.6. If the *Exempt Seller* has received a security deposit from a *customer*, the *Exempt Seller* must pay interest to the *customer* on the deposit at the *bank bill rate*.

- 26.7. Under clause 26.6 interest is to accrue daily and is to be capitalised (if not paid) every 90 days.
- 26.8. Where a *customer* has been required by the *Exempt Seller* to pay a security deposit and:
- a. the *customer* completes 24 months (or such lesser time agreed with the *customer*) of paying its bills by the pay by dates for those bills; or
 - b. the *customer* ceases to purchase electricity from the *Exempt Seller* at the premises to which the security deposit relates and a final reading of the meter for that premises is completed and the *customer* has not commenced purchasing electricity from the *Exempt Seller* at a different premises, the *Exempt Seller* must return the security deposit and any interest to the *customer*.
- 26.9. The *Exempt Seller* may pay the security deposit to the credit of the *customer's* next bill. However, if the *customer* will not have another bill, the *Exempt Seller* must repay the security deposit to the *customer* within 10 *business days*.
- 26.10. Where the *Exempt Seller* has accepted a bank guarantee from a *business customer* in lieu of a security deposit, the *Exempt Seller* must return the bank guarantee within 10 *business days* of the *business customer* satisfying the conditions of clause 26.8.
- 26.11. The *Exempt Seller* must keep security deposits in a separate account and separately identify in its company accounts the value of security deposits that it holds for *customers*.
- 26.12. An *Exempt Seller* may apply a security deposit to offset amounts owed to it by a *customer* if and only if:
- a. the *customer* fails to pay a bill and the failure results in disconnection of the *customer's* premises by the *Exempt Seller*, or
 - b. in relation to the issue of a final bill:
 - i. the *customer* vacates the premises; or
 - ii. the *customer* requests disconnection of the premises.
- 26.13. If a final bill includes amounts payable for goods and services provided by the *Exempt Seller* other than for the sale of electricity, the *Exempt Seller* must apply the security deposit firstly in satisfaction of the charges for the sale of electricity, unless:
- a. the *customer* otherwise directs; or
 - b. another apportionment arrangement is agreed to by the *customer*.

26.14. The *Exempt Seller* must account to the *customer* in relation to the application of a security deposit amount within 10 *business days* after the application of the security deposit.

27. Disconnection or cessation of supply

27.1. Subject to clauses 28 and 29, the *Exempt Seller* may proceed with disconnection or cessation of supply to a *customer* where the following requirements have been met:

- a. The *customer* has requested disconnection; or
- b. Continuity of supply to the premises would be unsafe; or
- c. the *customer* has not paid a bill by the pay-by date or has not adhered to the terms of a payment plan; or
- d. the *customer* has failed to allow, for 3 consecutive billing periods (or such longer period as the *Exempt Seller* nominates), access to the *customer's* premises to read a meter; or
- e. the *customer* refuses to pay a security deposit or provide a bank guarantee in accordance with the clauses in this Exemption regarding security deposits.

27.2. Where a *customer* is disconnected in accordance with clause 27.1(b) of this Exemption, the *Exempt Seller* must use its *best endeavours* to notify the *customer* in person or by telephone prior to the disconnection, and must arrange for reconnection of the premises as soon as practicable.

28. Obligations prior to disconnection

28.1. Prior to effecting a disconnection under clause 27, the *Exempt Seller* must have:

- a. used its *best endeavours* to contact the *customer* personally either:
 - i. by telephone;
 - ii. by mail;
 - iii. by email; or
 - iv. by any other method previously agreed with the *customer*;
- b. given the *customer* a reminder notice requesting payment by a date at least 6 *business days* from the date of issue of the reminder notice;
- c. following non-payment by the date specified in the reminder notice, given the *customer* a disconnection warning notice informing the *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;

- d. in the case of a disconnection arising under clause 27(1)(b), used its best endeavours to notify the customer in person or by telephone;
- e. in the case of a disconnection arising under clause 27(1)(c), offered the *customer* alternative payment options of the kind referred to in clause 23 (provided the *Exempt Seller* is not obliged to offer an instalment plan as where the *customer* has in the previous twelve months had two instalment plans cancelled due to non-payment);
- f. in the case of a disconnection arising under clause 27.1)(d):
 - i. given the *customer* an opportunity to offer reasonable alternative access arrangements; and
 - ii. on each of the occasions access was denied, given the *customer* a notice requesting access to the meter or meters at the premises and advising of the *Exempt Seller's* ability to arrange for disconnection.

29. When disconnection or cessation of supply is prohibited

- 29.1. The *Exempt Seller* must not disconnect or cease electricity supply to a *customer's* premises where:
 - a. for non-payment of a bill where the amount outstanding is less than \$100; or
 - b. a person residing at the *customer's* premises requires *life support equipment* in accordance with clause 31.1; or
 - c. an application has been made by or on behalf of the *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
 - d. the *customer* has made a complaint, directly related to the proposed reason for disconnection or cessation of supply, to the energy ombudsman or another relevant external dispute resolution body and the complaint remains unresolved; or
 - e. the disconnection or cessation of supply 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*.
- 29.2. Clause 29.1 does not apply where the *customer* has requested disconnection.

30. Reconnection of supply

- 30.1. Where the *Exempt Seller* has arranged for the disconnection of a *customer's* premises and the *customer* has within 10 *business days* of the disconnection:
- a. if relevant, rectified the matter that led to the disconnection; and
 - b. made a request for reconnection; and
 - c. paid any reasonable charges for reconnection;
- the *Exempt Seller* must reconnect the premises as soon as practicable.
- 30.2. Where under this condition the *Exempt Seller* is obliged to reconnect a *customer's* premises and the *customer* makes a request for reconnection before 4.00pm on a *business day*, the *Exempt Seller* must use its *best endeavours* to arrange for the reconnection on the day of the request and, in any event, by the next *business day*.
- 30.3. Where under this condition the *Exempt Seller* is obliged to reconnect a *customer's* premises and the *customer* makes a request for reconnection after 4.00pm and before 9.00pm on a *business day*, and pays the *Exempt Seller's* reasonable charge for after hours *connection*, the *Exempt Seller* must arrange for the reconnection on the day requested by the *customer* unless the *Exempt Seller* informs the *customer* that this is not possible, in which case the *Exempt Seller* must arrange for *connection* by the end of the next *business day* and the after hours *connection* fee does not apply.
- 30.4. Where under this condition the *Exempt Seller* is obliged to reconnect a *customer's* premises and the *customer* makes a request for reconnection after 9.00pm, on a *business day*, the *Exempt Seller* must arrange for the reconnection by the end of the next *business day*.

31. Life Support Customers

- 31.1. Where a *customer* provides the *Exempt Seller* with confirmation from a registered medical practitioner that a person residing at the *customer* premises requires *life support equipment* the *Exempt Seller* must:
- a. register the premises as a *life support equipment* address;
 - b. not arrange for the disconnection of that premises while the person continues to reside at that address and requires the use of *life support equipment*; and
 - c. give the *customer* a faults and emergencies telephone contact number.

- 31.2. The *Exempt Seller* may require that a *customer* whose premises has been registered under this condition inform the *Exempt Seller* if the person for whom the *life support equipment* is required vacates the premises or no longer requires the *life support equipment*.

32. Termination of electricity retail contract

- 32.1. An electricity retail contract between the *Exempt Seller* and the *customer* terminates:
- a. on a date agreed by the *Exempt Seller* and *customer*, or
 - b. when the *customer* gives the *Exempt Seller* a termination notice, 5 *business days* from the date of the notice (or a different time agreed by the *Exempt Seller* and *customer*); or
 - c. when a different *customer* enters an electricity retail contract for the premises; or
 - d. at the end of a period of 10 *business days* commencing on the day the *customer's* premises are disconnected, where the conditions for reconnection have not been met.
- 32.2. Termination of an electricity retail contract does not affect any rights or obligations that have already accrued under the contract.

Dated this 23rd day of January 2013


Hon Tom Koutsantonis MP
Minister for Mineral Resources and Energy

SCHEDULE

PART 1: DEFINITIONS

ADI means an authorised deposit taking institution within the meaning of the *Banking Act 1959 (Cth)* as defined in section 4 of the *Acts Interpretation Act 1915 (SA)*.

AER means the Australian Energy Regulator.

acceptable identification in relation to:

- a. a *residential customer*, includes one or more of the following:
 - i. a driver's licence, a current passport or other form of photographic identification;
 - ii. a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; and
 - iii. a birth certificate.
- b. a *business customer* which is a sole trader or partnership, includes one or more of the forms of identification for a *residential customer* for each of the individuals that conduct the business.
- c. a *business customer* which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number.

best endeavours means to act in good faith and use all reasonable efforts, skill and resources.

bank bill rate means a daily published rate no less than the pre-tax rate of return the retailer would earn over the period the retailer retains the security deposit if it were invested in bank bills that have a term of 90 days.

billing cycle means the regular concurrent period for which a *customer* receives a bill from the *Exempt Seller*.

business customer means a *customer* who is not a *residential customer*.

business day means a day that is not:

- a. a Saturday or Sunday
- b. observed as a public holiday in South Australia.

connection means a physical link between a distribution system and a *customer's* premises to allow the flow of electricity

customer means a person:

- (a) to whom electricity is sold for premises by the *Exempt Seller*, or
- (b) who proposes to purchase electricity for premises from the *Exempt Seller*.

electricity retail contract means a contract between a *customer* and an *Exempt Seller* for the sale of electricity to the *customer*.

Exempt Seller means the Municipal Council of Roxby Downs (Constituted by proclamation pursuant to the *Local Government Act 1999* and the *Roxby Downs (Indenture Ratification) Act 1982*).

life support equipment means any of the following:

- a. an oxygen concentrator;
- b. an oxygen concentrator;
- c. an intermittent peritoneal dialysis machine;
- d. a kidney dialysis machine;
- e. a chronic positive airways pressure respirator;
- f. crigler najjar syndrome phototherapy equipment;
- g. a ventilator for life support; and
- h. in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer’s premises for life support;

material breach means a breach:

- a. that the *AER* considers to be material, and has been notified to the *Exempt Seller* as such; or
- b. that the *Exempt Seller* considers to be material, having regard to:
 - (i) the impact (financial or otherwise) on *customers*;
 - (ii) the number of *consumers* affected: and
 - (iii) any potential or actual risk to public safety.

NERL means the National Energy Retail Law set out in the Schedule to the *National Energy Retail Law (South Australia) Act 2011*.

residential customer means a *customer* who purchases energy principally for personal, household or domestic use at premises.

PART 2: INTERPRETATION

In this notice, unless the context otherwise requires:

- (a) headings are for convenience or information only and do not affect the interpretation of this notice;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa;
- (e) a reference to a clause, schedule or annexure is to a clause, schedule or annexure of this notice;
- (f) a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending

or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;

(g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document;

(h) an event which is required under this notice to occur on or by a stipulated day which is not a business day may occur on or by the next business day;

(i) a reference in this notice to a distribution network includes a reference to a distribution network which is not owned by the entity but is operated by the entity;

(j) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;

(k) other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning.

PART 3: LOCALITIES

Township of Roxby Downs
