



Cowell Electric Supply Pty Ltd licence amendment: Prepayment by default consumer protections

Final Decision

June 2022

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Table of contents

Glossary of terms	ii
1 Executive summary.....	1
2 Background.....	3
2.1 Current regulatory approach to prepayment metering	3
2.2 How consultation has shaped the final decisions	4
2.3 Domestic and family violence protections	9
3 Table of proposed protections, feedback, and Commission final decision	10
4 Next steps	15
5 Appendices	16
5.1 Appendix 1 – Final Cowell Electric Supply Pty Ltd Electricity Generation, Distribution and Retail Licence. Incorporating schedule 2: Prepayment metering minimum terms and conditions	16

Glossary of terms

Term	Meaning
Code	Prepayment Meter System Code
Commission	Essential Services Commission, established under the <i>Essential Services Commission Act 2002</i>
Cowell Electric	Cowell Electric Supply Pty Ltd
DEM	Department for Energy and Mining
Electricity Act	Electricity Act 1996
ESC Act	Essential Services Commission Act 2002
MMT	MoneyMob Talkabout
NECF	National Electricity Customer Framework
Prescribed customers	Residents living in community housing in the Anangu Pitjantjatjara Yankunytjatjara Lands, Oak Valley, and Yalata areas who are not currently charged for their electricity supply or consumption.
RAES	Remote Areas Energy Supply scheme
Regulations	Electricity (General) Regulations 2012
Relevant licensee	Cowell Electric Supply Pty Ltd
SACOSS	South Australian Council of Social Service
Variation Regulations	Electricity (General) (Payment Condition) Variation Regulations 2021
WDS	Written Disclosure Statement

1 Executive summary

On 23 May 2022, the Essential Services Commission (**Commission**) published the [Cowell Electric Supply Pty Ltd licence amendment: Proposed prepayment by default consumer protections Draft Decision \(Draft Decision\)](#) for public consultation. The Draft Decision proposed a range of minimum terms and conditions Cowell Electric Supply Pty Ltd (**Cowell Electric**) must meet when providing electricity via prepayment metering to prescribed customers.

The minimum terms and conditions are a response to a Government policy decision, implemented through the [Electricity \(General\) \(Payment Condition\) Variation Regulations 2021 \(Variation Regulations\)](#), to require prepayment as the only payment method for a specified class of customers. The specified class of customers (**prescribed customers**) are residential customers in the remote Aboriginal communities and associated homelands of Anangu Pitjantjatjara Yankunytjatjara Lands, Yalata, and Oak Valley who do not currently pay for electricity. These prescribed customers are currently provided with fully subsidised electricity by Cowell Electric through the Remote Area Energy Supply scheme, administered by the Department for Energy and Mining (**DEM**).

The Variation Regulations require the Commission to impose a condition on Cowell Electric's licence that, from 1 July 2022, it only sell electricity to prescribed customers using prepayment metering.

The Commission regulates the use of prepayment metering in South Australia through an industry code but, due to the prescriptive nature of the Variation Regulations, many of the Commission's key consumer protections contained in the code will not be available to prescribed customers.

In response, the Commission has addressed gaps in consumer protections by establishing a range of minimum terms and conditions for the sale of electricity via prepayment metering to these customers.

The [Draft Decision](#) set out a draft schedule to Cowell Electric's licence that contained the proposed minimum terms and conditions for the provision of prepayment metering to prescribed customers. [Submissions](#) were received from six stakeholder groups, which were generally supportive of the proposed minimum terms and conditions. Key proposed protections and stakeholder responses included:

- ▶ **Strengthened reporting requirements to improve transparency.** Nine reporting metrics were proposed, including on disconnections and payment splitting arrangements. Stakeholders supported these and proposed two additional life support metrics that have been accepted by the Commission.
- ▶ **Improved accessibility.** Cowell Electric will be required to provide customer information in a relevant language and access to its services using means that meet the needs of prescribed customers with specific needs. Stakeholders supported these measures and five additional topics suggested have been accepted for inclusion in the written disclosure statement.
- ▶ **An option for customers to opt-in to disconnection over the weekend.** This proposal aimed to provide prescribed customers with agency over self-disconnection times, to reflect their willingness to accrue friendly credit debt. Stakeholders did not support this proposal and it has been removed.
- ▶ **Setting a limit on the proportion of top-ups that can be used to pay down debt.** Payment splitting enables a proportion of a customer's top-up to be used to pay down debt while a customer remains connected. Stakeholders approved setting a cap on payment splitting for emergency and friendly credit debt but did not support payment splitting for other types of debt.

- ▶ **An updated life support system definition and prohibition from disconnection.** Cowell Electric is required to prevent a life support customer's prepayment meter from disconnecting. Stakeholders supported this proposal and proposed third parties be able to notify Cowell Electric of a customer's life support requirements and a timeframe be set for return of medical confirmation. The Commission accepted these suggestions.

This Final Decision explains these proposals, stakeholder feedback and the final protections.

2 Background

The Commission's primary objective under the *Essential Services Commission Act 2002* is to protect the long-term interests of South Australian consumers with respect to the price, quality and reliability of essential services.

The commencement of the Variation Regulations on 1 July 2022 will mean customers living in community housing in the Anangu Pitjantjatjara Yankunytjatjara Lands, Oak Valley, and Yalata areas will begin being charged for their electricity consumption via prepayment metering. This includes residents in the communities of Amata, Iwantja, Kalka, Kaltjiti, Kanpi, Mimili, Murputja, Nyapari, Pipalyatjara, Pukatja, Umuwa, Watinuma, Yunyarinyi, Yalata, Oak Valley, and associated homelands connected to these networks.

These customers are currently provided with fully subsidised electricity by the Remote Area Energy Supply scheme (**RAES**), administered by DEM. Cowell Electric is the current retailer contracted under RAES to manage and maintain generation, distribution and retail of electricity to these communities.

The Variation Regulations make prepayment metering mandatory in these communities. The mandatory nature of prepayment metering raised concerns from stakeholders in relation to the adequacy of consumer protections for these customers. The Commission has responded to these concerns by addressing gaps in consumer protections by establishing a range of minimum terms and conditions for the sale of electricity via prepayment metering to these customers. However, the Commission does not have the power to require that these customers be provided with a post-payment option. To do so would create a legal inconsistency with the Variation Regulations.

2.1 Current regulatory approach to prepayment metering

The Commission currently regulates the operation of prepayment metering in South Australia through the operation of the Prepayment Meter System Code (**Code**). The Code contains a range of key consumer protections for those customers who choose to enter into a prepayment metering arrangement, including:

- ▶ the requirement that a retailer obtain explicit informed consent from a customer prior to entering into a prepayment arrangement with that customer
- ▶ the prohibition on adjusting charges via the prepayment meter to recoup customer debt
- ▶ the prohibition on prepayment metering for customers who require life support systems
- ▶ the right for a customer to revert to post-pay metering at any time, and
- ▶ the right to a flexible payment arrangement or an instalment plan.

The consumer protections offered under the Code effectively provide a range of measures that support customers experiencing payment difficulties to prevent disconnection from their energy supply. However, due to the nature of the Variation Regulations, which *requires* Cowell Electric to '*only sell electricity to prescribed customers using a prepayment meter system*', these protections cannot apply to prescribed customers without creating a legal inconsistency with the Variation Regulations.

As such, the Commission developed a schedule to Cowell Electric's licence containing a range of minimum terms and conditions for the sale of electricity to prescribed customers. This approach allows the Commission to tailor the minimum terms and conditions to the unique needs of the prescribed customers and Cowell Electric's operating environment.

2.2 How consultation has shaped the final decisions

The Draft Decision contained a proposed schedule to Cowell Electric's licence with minimum terms and conditions based on the current Code. The consumer protections were designed to address key concerns identified by stakeholders, while taking into consideration the operating environment of Cowell Electric and the Commission's statutory objectives, responsibilities and constraints.

As the Commission is currently reviewing general protections contained in the Code, the proposed amendments contained in the Commission's [Prepayment Meter System Code review update paper](#) and supported by stakeholder submissions, have also been incorporated into the schedule of minimum terms and conditions in Cowell Electric's licence.

The Commission sought feedback from stakeholders on the proposed minimum terms and conditions and on five consultation questions. Submissions were received from six stakeholders: the Australian National University Centre for Aboriginal Economic Policy Research (ANU), Cowell Electric, DEM, the Energy and Water Ombudsman SA (EWOSA), MoneyMob Talkabout (MMT), and the South Australian Council of Social Service (SACOSS).

A summary table of the identified key concerns, the Commission's response, the consultation questions, and the Commission's final decision is contained in Chapter 3.

1. Do the proposed protections adequately address concerns about communication accessibility for prescribed customers? If not, what protections do you propose?

Feedback received:

- ▶ ANU submitted that the best endeavours requirement that the Written Disclosure Statement (WDS) be provided in a relevant language is not strong enough. Given the first language of prescribed customers is not English, ANU proposed that the WDS be 'required' to be provided in the relevant First Nations language.
- ▶ DEM stated that the proposed requirements reflected the operational reality of providing information that is accessible, understandable and meets the needs of customers in the relevant communities. DEM noted that it has been working with other stakeholders to develop the relevant materials in Pitjantjatjara and in a range of visual mediums.
- ▶ MMT welcomed the proposed protections but suggested that all key documents should be produced in audio format given the low levels of literacy, and additional information provided on customer rights and obligations, including customer protections and hardship information.
- ▶ SACOSS supported the proposal to require the provision of a WDS in an accessible format, but submitted it should be expanded to include information on:
 - life support provisions
 - provisions relating to disconnection times and protected periods
 - payment difficulties and hardship
 - support available to customers, and
 - the recovery of debt.

The Commission supports including the additional information proposed by SACOSS in the WDS; these information requirements are reasonable and would assist customer awareness of protections. The Commission understands that Cowell Electric had planned to include much of this information in the WDS. Clause 1.5 of schedule 2 to Cowell Electric's licence has been updated to reflect these changes.

ANU and MMT questioned whether it was appropriate that the requirement to provide information in relevant languages other than English was of a best endeavours nature. To satisfy the best endeavours test, Cowell Electric must use all efforts necessary to fulfil the terms set out in the schedule.

Additionally, the schedule includes a requirement that Cowell Electric *'must provide access to multi-lingual services for languages common to the prescribed customer base to meet the reasonable needs of its prescribed customers'* (clause 1.4 of schedule 2). For example, for customers with low literacy, the application of best endeavours requires Cowell Electric to consider whether this should include audible options, closed captions or VoiceOver for websites. When these requirements are read together, the best endeavours requirement is considered appropriate.

Further, Cowell Electric has worked with DEM to have the relevant customer information, including the WDS and operating instructions, simplified and translated into Pitjantjatjara, which is the primary First Nations language spoken in the relevant communities.

The Commission will continue to work with DEM, Cowell Electric and MMT to address gaps in the availability of fit-for-purpose education material throughout the initial roll-out period.

2. Do you support the option to provide prescribed customers with the option to opt-in to self-disconnection between 10am and 3pm on weekends? If not, do you propose the protected period over the weekend remain or be removed?

Feedback received:

- ▶ ANU submitted that it did not support any changes which provided lesser protections to the affected communities than those enjoyed by other South Australian electricity customers, including protections from disconnection.
- ▶ Cowell Electric did not support this proposal, submitting that it would lead to *'two different sets of pre-payment customer within our software and generate excessive administration'*. Cowell Electric also noted that the low tariff rate meant it did not anticipate high debt levels due to friendly credit use.
- ▶ DEM did not support the proposal to allow opt-in disconnection as it considered this proposal to be too operationally and administratively complex for Cowell Electric to manage. DEM did support the removal of the protected period over the weekend, which would enable self-disconnection between 10am and 3pm, to reduce the potential impact of friendly credit accumulation on customers.
- ▶ MMT proposed a cap on the amount of debt that can be accrued over the weekend, and that further on the ground consultation occur prior to an option to disconnect over the weekend being provided.
- ▶ SACOSS noted the variability of internet availability and access in the relevant communities, and uncertainty around store opening times on weekends. SACOSS proposed that further engagement with prescribed customers, health and other service providers should occur on this topic prior to a final decision being made.

Given the concerns raised by stakeholders, the Commission will not proceed with this proposal, and has removed clauses 2.4.3 and 2.4.4 of schedule 2 to Cowell Electric's licence to reflect that decision. The result of the decision is that customers may accrue higher levels of debt over the weekend that will need to be repaid from any subsequent recharge. The Commission will therefore monitor debt levels to determine if this proposal should be reconsidered for further consultation with prescribed customers and stakeholders in the future.

As previously noted, the mandatory nature of the Variation Regulations does not allow the Commission to provide consumer protections that prevent prescribed customers from experiencing disconnection. The Commission will continue to engage and consult with the relevant communities and on the ground support services, to ensure the consumer protections in place for prescribed customers are meaningful

and fit-for-purpose. This may require further modifications to the final consumer protection framework; any future changes will be consulted on and communicated publicly.

3. Do you support a maximum 20 percent of each top-up payment going to pay down prescribed customer debt? If not, what should the ratio between debt payment and top-up amount be?

Feedback received:

- ▶ ANU opposed the use of prepayment metering systems as a debt recovery mechanism. ANU also noted that, considering the vulnerability of these customers, tariff changes should be subject to a longer notice period than the current requirement of 20 business days.
- ▶ Cowell Electric supported payment splitting but submitted that customers should have the option to repay debt via the prepayment meter or through another method. It proposed increasing the cap to 30 percent to provide customers with more choice and flexibility in negotiating their repayment proportion. Cowell Electric noted, as required under the Code, that the payment splitting amount will be negotiated with the customer depending on their preference, their energy use and their ability to repay.
- ▶ DEM supported the introduction of payment splitting arrangement but for friendly and emergency credit debt repayment only. It submitted that modelling undertaken by the RAES scheme team had determined that a 30 percent cap on payment splitting provided customers with greater flexibility to repay debts faster. It noted that prescribed customers who used emergency and friendly credit over a weekend could have a \$20 debt to repay on a Monday morning, which would take five weeks to repay at a 20 percent cap (10 top-ups of \$12) versus around three weeks using a 30 percent cap (seven top-ups at \$13).
- ▶ MMT supported a cap on payment splitting for emergency and friendly credit debt only but did not consider it should be higher than 20 percent.
- ▶ SACOSS did not support the accrual of debt for fees and charges associated with the sale of electricity, such as meter replacement or testing charges, and broadly opposed the recovery of debt through the prepayment meter system. However, SACOSS accepted the proposal for a 20 percent cap on payment splitting via the prepayment meter for the repayment of friendly credit and emergency credit debt.

The Commission acknowledges the concerns raised about the proposal for any accrued debt to be repaid via payment splitting through the prepayment meter. It is important that protections are provided around the payment of any large service fees and charges so that payment arrangements are flexible, consistent and fairly consider capacity to pay. The Commission has amended schedule 2 of Cowell Electric's licence to include clause 1.8.4, which prohibits any debt other than emergency credit debt or friendly credit debt being recouped via a payment splitting arrangement. Where a prescribed customer is required to pay any other fees or charges, Cowell Electric will be required to offer a fee free instalment plan to allow the repayment to be spread over a longer period of time. Clauses 2.14(d) and 2.15.1 of schedule 2 to Cowell Electric's licence have been amended to reflect this decision.

The Commission has retained the payment splitting option for customers and increased the maximum payment splitting proportion that can be assigned to repay debt for emergency and friendly credit debt **only**. Having regard to Cowell Electric and DEM's submissions, the Commission has increased the maximum cap on the amount that can be used to pay down this debt from 20 percent to 30 percent of any top-up amount. Raising the cap from 20 to 30 percent means customers will have greater flexibility to pay down debt faster. However, customers will be under no obligation to agree to an arrangement requiring them to use 30 percent of their top-up to repay emergency and/or friendly credit debt. Any agreement between the customer (or their representative) and Cowell Electric, which **must** take into consideration the customer's ability to pay and energy needs. See clause 1.8.2 for this amendment.

The notification timeframe for tariff changes has been increased from 20 days to 60 days in recognition that prescribed customers are vulnerable customers who will be significantly affected by changes in tariffs. See clause 2.11 of schedule 2 to Cowell Electric's licence. The longer notice period may enable prescribed customers to better prepare for a tariff increase, as noted in ANU's submission.

4. Do you support the proposed reporting metrics and the quarterly timing of these reports? If not, what other metrics or timing requirements do you propose?

Feedback received:

- ▶ ANU supported the metrics proposed in the Draft Decision but requested that the additional metrics it proposed in its [submission to the Prepayment Meter System Code review](#) be reconsidered.
- ▶ Cowell Electric requested more detail on the proposed reporting metrics and submitted that the reporting metric for '*average duration of self-disconnection*' include parameters to exclude extreme outliers. For instance, where disconnection is for a matter of seconds.
- ▶ DEM supported all proposed reporting metrics, and confirmed that the data is either available directly to the customer via the meter display or available to Cowell Electric via the metering system. It also endeavoured to work with the Commission and Cowell Electric to continue developing the reporting metrics to ensure they are fit-for-purpose.
- ▶ MMT supported the reporting metrics but proposed a more frequent reporting schedule.
- ▶ SACOSS supported the proposed metrics, but submitted that more frequent public reporting should take place (at least monthly) over the first 12 months of implementation. SACOSS also proposed that obligations for life support customers be closely monitored and reported on through additional metrics. It also requested measures to monitor the extent of credit card use to pay for top-ups.

The Commission acknowledges the need for frequent monitoring and reporting in the initial 12 months of the policy's implementation. It considers that requiring Cowell Electric to report on the identified metrics as at the end of each month, on a quarterly basis, will satisfy that need. The Commission will publish data from those quarterly reports publicly on its website. Monthly public reporting is not considered appropriate at this time, as early data is likely to contain some 'noise' that will require additional follow up and verification. Additionally, the introduction of charging prescribed customers will not commence uniformly but will be rolled out one community at a time and, as such, complete data will not be available initially. The Commission will nevertheless continue to consult with key stakeholders in the relevant communities and may elect to publish more frequent public reports.

Having regard to submissions, two additional metrics associated with life support customers will be included. A '*life support customers notified*' metric will reflect the number of prescribed customers who have notified Cowell Electric that they are a life support customer. A '*life support customers registered*' metric will reflect the number of prescribed customers who have provided Cowell Electric with the necessary medical confirmation.

The reporting parameters of the '*average duration of self-disconnection*' reporting metric have been set at '*greater than 5 minutes*' and excludes instances where follow-up with a prescribed customer identified that a prepayment meter was intentionally disconnected (for instance, where a house is not occupied).

The further metrics proposed by ANU have not been included in the required reporting metrics. Those included requirements to report on the number of customers requesting to revert, or reverting to post-payment, number of customers experiencing payment difficulty and disconnection numbers above or below temperature thresholds.

They have not been included as:

- ▶ prescribed customers will not be able to revert to post-payment
- ▶ there is an existing metric on payment difficulties (payment splitting and reasons for disconnection), and
- ▶ the meters are not functionally capable of identifying disconnections above or below temperature thresholds.

5. Do you support the revised definition of 'life support system' for prescribed customers? If not, what further amendments do you propose?

Feedback received:

- ▶ ANU supported the proposed definition but reiterated its position that other life support systems recognised in the National Energy Customer Framework (NECF) should be included in within the scope of the revised definition. It also noted the likely additional burden on community-controlled health services from the proposed medical confirmation process.
- ▶ Cowell Electric requested the addition of a timeframe for receipt of appropriate medical confirmation that a person residing at the supply address requires a life support system to prevent prescribed customers having an indefinite pending status.
- ▶ DEM supported the Commission's proposal to prevent self-disconnection, and disconnection in general, for life support customers. It also submitted that a timeframe for the return of medical confirmation documentation, and a reminder notice period, is required.
- ▶ Energy and Water Ombudsman SA submitted that it considered it *'essential for the Commission to proceed with its proposal to ensure Cowell Electric disable the self-disconnection feature of the prepayment meter where a life support customer is identified and abide by the requirement not to disconnect life support customers'*.
- ▶ MMT supported the expanded definition but proposed that additional support personnel be able to assist customers to notify Cowell Electric of life support requirements, and that an interim notification period apply that ensures life support protection is implemented prior to medical confirmation being received.
- ▶ SACOSS supported the proposal to require the retailer to disable the self-disconnection feature of the prepayment system where a life support customer is identified. It also supported the updated definition of life support equipment, but reiterated its previous feedback that the definition should reflect that contained in the NECF. SACOSS submitted that the Commission should undertake further consultation with health professionals in the relevant communities to determine the impact of disconnection on people living with Type 2 diabetes and other chronic health conditions. SACOSS also proposed that the definition of medical practitioner be broadened to include Registered Nurses, and a timeframe of 30 days be provided for prescribed customers to provide the relevant paperwork to support their life support customer designation.

The current definition of 'medical practitioner' included in the schedule is 'a person registered under the *Health Practitioner Regulation National Law* to practise in the medical profession (other than as a student)'. This definition includes a broad range of medical professionals including podiatrists, nurses, psychologists, pharmacists and occupational therapists as well as medical doctors. The inclusion of a broad definition was intentional to ensure prescribed customers are able to meet the requirements for medical confirmation as quickly as possible.

Clause 1.10.1 has been amended to allow additional support personnel to assist a prescribed customer notify Cowell Electric of their life support customer status.

A timeframe of at least 50 business days for the provision of medical confirmation has been included in clause 1.10.2 of schedule 2 to Cowell Electric's licence. Cowell Electric will be required to provide a customer a further 25 business days to provide medical confirmation where they request an extension to the 50 business day timeframe. These timeframes are consistent with those provided under the NECF for life support customers to provide the necessary medical confirmation documentation.

The Commission notes stakeholder feedback on expanding the definition of life support equipment in line with the NECF, and the burden the medical confirmation process may place on local health services. The operation of protections for life support customers, and the process requirements for notification and registration of life support customers, will be a key focus area for the Commission in early monitoring and enforcement of protections, and will be informed by engagement with local health services.

The Commission will undertake proactive monitoring of compliance with life support customer protections, including public reporting on these measures.

2.3 Domestic and family violence protections

Both MMT and SACOSS raised concerns that there are no specific protections proposed for prescribed customers experiencing domestic and family violence, given the high incidence in relevant communities. This is a complex issue that will require further engagement and consultation between the Commission and stakeholders before any amendments are made in this area.

3 Table of proposed protections, feedback, and Commission final decision

Key concern	Draft decision	Consultation question	Final decision
<p>Accessibility – understanding the operation of the prepayment meter and customers rights under the prepayment meter terms and conditions.</p> <p>Risk factors:</p> <ul style="list-style-type: none"> ▪ For many of the prescribed customers English is a second or third language. ▪ Levels of literacy, particularly written and financial literacy, are lower in the relevant communities. ▪ Prescribed customers have not had to pay for electricity before, the concept is new and ongoing education will be required. 	<p>Include specific obligations on the relevant licensee to provide key material in a more accessible manner.</p> <p>See clause 1.4 Accessible communications. This clause requires the relevant licensee to:</p> <ul style="list-style-type: none"> ▪ provide access to multi-lingual services for languages common to the prescribed customer base to meet the reasonable needs of its prescribed customers, and ▪ access to its services using means common to the prescribed customer base to meet the reasonably practicable needs of prescribed customers with specific needs (e.g. low literacy levels or disability). <p>See also clauses 1.3, 1.5 and 1.6 for improved communication requirements.</p>	<p>1. Do these protections adequately address concerns about communication accessibility for prescribed customers? If not, what protections do you propose?</p>	<p>Clause 1.5 of schedule 2 to Cowell Electric’s licence updated to require the WDS to include information on:</p> <ul style="list-style-type: none"> ▪ life support provisions ▪ provisions relating to disconnection times and protected periods ▪ payment difficulties and hardship ▪ support available to customers, and ▪ the recovery of debt.
<p>Debt accrual during protected periods – case studies of other remote Aboriginal communities where prepayment metering is in operation indicate friendly and emergency credit debt accrual can cause financial stress.</p> <p>Risk factors:</p> <p>Under the current Code weekends are protected periods. This means customers cannot self-disconnect even where their emergency credit is exhausted. Customers whose emergency credit runs out will automatically start using friendly credit to remain connected. This results in a build-up of emergency credit and friendly credit debt,</p>	<p>The Commission proposes to enable opt-in weekend disconnection to provide prescribed customers with the choice whether they want to accrue friendly credit debt over the weekend or not.</p> <p>See clause 2.4 on extended disconnection days.</p> <ul style="list-style-type: none"> ▪ A prescribed customer can opt-in to enable disconnection between 10am and 3pm on weekends. This enables a prescribed customer to choose if they would prefer to self-disconnect, as per any weekday, and prevent the build-up of friendly credit over the weekend. 	<p>2. Do you support the option to provide prescribed customers with the option to opt-in to self-disconnection between 10am and 3pm on weekends?</p> <p>If not, do you propose the protected period</p>	<p>The Commission will not proceed with this proposal, and has removed clauses 2.4.3 and 2.4.4 of schedule 2 to Cowell Electric’s licence to reflect this decision.</p> <p>The protected period will remain over weekends. The Commission will monitor debt prescribed customer debt levels on Mondays.</p>

Key concern	Draft decision	Consultation question	Final decision
<p>which must be paid off before a customer can be reconnected. There is evidence that this build-up of emergency and friendly credit debt leads to financial stress, particularly on Mondays when a customer may have been using friendly credit over the weekend.</p> <p>Note: Average daily energy use in the relevant communities is 35 kWh, at the introductory tariff of 10 cents per kWh, this means the average household in the relevant community will be using \$3.50 of electricity per day (prior to the application of a ~70 cent per day energy concession).</p> <p>If this average household’s emergency credit expired at the beginning of the protected period at 3:01pm on Friday they could potentially accrue approximately \$10 of friendly credit debt on top of the \$10 of emergency credit that has been exhausted. Under the current Code, this \$20 emergency and friendly credit debt would need to be repaid in full prior to the customer’s electricity being reconnected.</p>		<p>over the weekend remain or be removed?</p>	
<p>Limitation on the recovery of debt – all fees and charges associated with the sale of electricity to prescribed customers must be recouped through the prepayment meter. This may lead to the accrual of debt.</p> <p>Risk factors:</p> <ul style="list-style-type: none"> ▪ Cowell Electric must only sell electricity to prescribed customers using a prepayment meter system. This means all fees and charges associated with the sale of 	<p>Payment splitting arrangements. The Commission proposes to set a maximum limit on the proportion of top-up amounts that can be used to pay down debt through the prepayment meter. Capping the proportion of credit top-up that can be used to pay down any prescribed customer debt will enable prescribed customers to remain connected while a debt is paid down. Where a payment splitting arrangement is made, the relevant licensee must take into account the prescribed customer’s electricity needs and ability to pay.</p>	<p>3. Do you support a maximum 20 percent of each top-up going to pay down a prescribed customer debt?</p> <p>If not, what should the ratio between debt</p>	<p>The Commission will not require that all debt accrued by prescribed customers be repaid via the prepayment meter. Clauses 2.14(d) and 2.15.1 of schedule 2 to Cowell Electric’s licence have been amended to reflect this decision.</p> <p>Clause 1.8.4 has been included, which prohibits any debt other than emergency credit debt or friendly credit debt being recouped via a</p>

Key concern	Draft decision	Consultation question	Final decision
<p>electricity, such as meter replacement or testing charges, must be charged through the prepayment meter.</p>	<p>See clause 1.8 Limitation on the recovery of debt.</p> <ul style="list-style-type: none"> ▪ Where a prescribed customer has accrued a debt, they (or a third party on their behalf) may come to an agreement with the relevant licensee to adjust the charges in the prepayment meter system, so that a percentage (max. 20%) of each top-up goes to paying down the debt, and the remainder of the top-up is applied as a credit to the customer’s account and enables them to reconnect their electricity. 	<p>payment and top-up amount be?</p>	<p>payment splitting arrangement. It also requires a fee free instalment plan to be offered to customers where a debt is owed that is not an emergency credit or friendly credit debt.</p> <p>The cap on the maximum amount of each top-up that can go toward paying down a debt has been increased to 30 percent. Clause 1.8.2 has been amended to reflect this decision.</p> <p>Cowell Electric must provide 60 business days’ notice rather than 20 business days’ notice of a tariff change. Clause 2.11 has been updated to reflect this amendment.</p>
<p>Transparency - under the Code there are currently no public reporting requirements on retailers who offer prepayment metering. This means there is no transparency over the number or duration of self-disconnections, which may be an indicator of social, financial and/or health related hardship.</p> <p>Risk factors:</p> <ul style="list-style-type: none"> ▪ The majority of prescribed customers are low wage individuals on income support, who are more likely than average to suffer financial hardship. ▪ The relevant communities are located in remote locations that experience temperature extremes. Frequent or long 	<p>Quarterly reporting requirements are proposed on a range of metrics.</p> <p>The relevant licensee is required to provide the following data to the Commission:</p> <ul style="list-style-type: none"> ▪ prescribed customer numbers ▪ number of prescribed customers on payment splitting arrangements ▪ number of times emergency credit was accessed ▪ number of times friendly credit was accessed ▪ number of self-disconnections ▪ average duration of self-disconnection 	<p>4. Do you support the proposed reporting metrics and the proposed timing of these reports?</p> <p>If not, what other metrics or timing requirements do you propose?</p>	<p>The Commission will require Cowell Electric to report the metrics on a quarterly basis, including data ‘as at’ the end of each month.</p> <p>Two additional metrics associated with life support customers will be included:</p> <ul style="list-style-type: none"> ▪ ‘Number of life support customers notified to Cowell Electric’ (This metric will reflect the number of prescribed customers who have notified Cowell Electric

Key concern	Draft decision	Consultation question	Final decision
<p>duration self-disconnections can lead to negative social and health outcomes.</p> <ul style="list-style-type: none"> Prescribed customers have not had to pay for electricity before, the concept is new, and ongoing education will be required. 	<ul style="list-style-type: none"> number of times the minimum requirement for follow-up under clause 2.8 (three or more times in any three-month period for longer than 240 minutes on each occasion) of this schedule were met, and the reason for self- disconnection in those instances where follow-up under clause 2.8 (three or more times in any three-month period for longer than 240 minutes on each occasion) of this schedule was undertaken. <p>The Commission also retains the right to require additional information from the relevant licensee beyond this information specified above.</p> <p>*Note that these reporting requirements are not included in the schedule. For the first year, the Commission will request this data via an information request in accordance with clause 9.1(b) of Cowell Electric’s licence. This will enable any changes to reporting requirements, identified in accordance with the formal review at twelve months, to be more efficient. After this period, the reporting requirements may be included in the Small-scale Reporting Guideline (Guideline No. 5).</p>		<p>that they are a life support customer)</p> <ul style="list-style-type: none"> ‘Number of life support customers registered’ (This metric will reflect the number of prescribed customers who have provided Cowell Electric with the necessary medical confirmation). <p>The reporting parameters of the ‘average duration of self-disconnection’ metric have been set at ‘greater than 5 minutes’ and excludes instances where follow-up with a prescribed customer identified that a prepayment meter was intentionally disconnected (for instance, where a house is not occupied).</p>
<p>Life support customers – under the current Code there is a prohibition on life support customers using a prepayment arrangement. This is due to the inherent risk to life of a life support system being disconnected from a required electricity supply.</p> <p>Risk factors:</p> <ul style="list-style-type: none"> The relevant communities are located in remote locations that experience 	<p>The Variation Regulations require that all prescribed customers be sold electricity using a prepayment meter arrangement. The Commission cannot prohibit the use of prepayment meter arrangements for life support customers in the Schedule without creating an inconsistency with the Variation Regulations. However, the Schedule includes a requirement that where a life support customer is identified, Cowell Electric disable the self-disconnection feature of the prepayment meter and abide by the requirement not to</p>	<p>5. Do you support the revised definition of ‘life support system’ for prescribed customers?</p> <p>If not, what further amendments do you propose?</p>	<p>A timeframe of 50 business days for the provision of medical confirmation, and a 25 business day extension period, has been included in clause 1.10.2 of schedule 2 to Cowell Electric’s licence.</p>

Key concern	Draft decision	Consultation question	Final decision
<p>temperature extremes. Frequent or long duration self-disconnections can lead to negative social and health outcomes, exacerbated by these temperature extremes.</p> <ul style="list-style-type: none"> Specific types of chronic illness are higher in the relevant communities than in the average urban population (eg, rheumatic heart disease and acute rheumatic fever). <p>Note: Electricity networks covering geographically large and very remote locations often experience a higher than average number of unplanned interruptions. This naturally restricts the occurrence of life support customers who require critical care life support systems in residential homes.</p>	<p>disconnect life support customers. This obligation will ensure life support customers cannot be disconnected from their energy supply.</p> <p>Through consultation the Commission has identified two additional specific life support systems that are particularly relevant to prescribed customers: nebulisers, and medically required heating and cooling.</p> <p>The definition of 'life support system' has been amended:</p> <ol style="list-style-type: none"> an oxygen concentrator, or an intermittent peritoneal dialysis machine, or a chronic positive airways pressure respirator, or medically required heating or cooling (a prescribed customer must be eligible for the South Australian Government medical heating and cooling concession to be a life support customer under this definition), or a nebuliser, or a kidney dialysis machine, or a ventilator for life support, or other equipment as notified by the Commission from time to time. <p>See clause 1.10 for the revised life support system clause, which includes more prescriptive requirements on the relevant licensee to establish and maintain a life support customer register and more detail on the medical confirmation process.</p>		<p>An authorised third party can now act on a prescribed customer's behalf to inform Cowell Electric that a customer is a life support customer. See clause 1.10.1.</p>

4 Next steps

The Commission welcomes ongoing consultation with stakeholders on the implementation of the consumer protection framework for prescribed customers from 1 July 2022.

Given the significance of this change for prescribed customers, the Commission will closely monitor and evaluate the effectiveness of the prepayment by default consumer protections for the first 12 months after they have been introduced. Quarterly data will be provided by Cowell Electric to allow the Commission, and the public, to understand the outcomes for prescribed customers.

A formal review of the consumer protections, based on the data provided by Cowell Electric, is planned for 12 months post implementation. However, consumer protections will be amended before then if a need is clearly demonstrated.

Stage	Timing
Final decision	June 2022
First quarterly report due from Cowell Electric	October 2022
Second quarterly report due from Cowell Electric	January 2023
Third quarterly report due from Cowell Electric	April 2023
Fourth quarterly report due from Cowell Electric	July 2023
12-month review	July 2023

5 Appendices

- 5.1 **Appendix 1 – Final Cowell Electric Supply Pty Ltd Electricity Generation, Distribution and Retail Licence. Incorporating schedule 2: Prepayment metering minimum terms and conditions**



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Electricity

Licence



Electricity Retail, Distribution and Generation Licence

Cowell Electric Supply Pty Ltd

ACN 626 950 829

This licence was issued by the **Commission** on 21 June 2007 and last varied on the date specified below.



.....
Adam Wilson
Chief Executive Officer and Commission authorised signatory

17 June 2022

Date

Variation history

Amendment number	Variation date	Reason
1 (ESCOSA)	26 February 2009	
2 (ESCOSA)	31 March 2016	Licence varied to include additional operations.
3 (ESCOSA)	18 July 2018	Licence varied to remove distribution network at Woomera.
4 (ESCOSA)	26 September 2018	Licence transferred from Cowell Electric Supply Pty Ltd, ACN 095 517 490, to Cowell Electric Supply Pty Ltd, ACN 626 950 829.
ESCOSA05	16 October 2019	Licence varied to reflect amendments to the ACT and update outdated references.
ESCOSA06	June 2020	Licence varied to authorise the operation of a generation plant at Oak Valley and a generation plant to Yalata.
ESCOSA07	August 2020	Annexure 3 varied to reflect changes to generation plant type and capacity.
ESCOSA08	November 2020	Annexure 3 varied to reflect changes to generation plant type and capacity and to include clause 21.3 (now clause 19.3)
ESCOSA09	April 2022	Licence varied to reflect changes following the implementation of SSNI to remove operational and annual return reporting requirements, together with minor administrative variations to update outdated references and formatting.
ESCOSA10	June 2022	Licence varied to include clauses 2.2, 2.3, 2.4 and 37, amend clauses 28 and 38, to include Schedule 2, and numerous variations to clause cross references throughout the licence. These variations are made in accordance with regulation 17A of the Electricity (General) Regulations 2012 and section 27 of the Electricity Act 1996.

General

1 Definitions and interpretation

- 1.1 Words appearing in bold like **this** are defined in Part 1 of Schedule 1.
- 1.2 This licence must be interpreted in accordance with the rules set out in Part 2 of Schedule 1.

2 Grant of a licence

- 2.1 The **licensee** is licensed under Part 3 of the **Act**, and subject to the conditions set out in this licence to:
 - (a) retail electricity to any person for consumption at the localities specified in ANNEXURE 1;
 - (b) operate the distribution network at the locations described in ANNEXURE 2; and
 - (c) operate the electricity generating plants as specified in ANNEXURE 3.
- 2.2 Where the **licensee** retails electricity in accordance with clause 2.1 to **customers** using a **prepayment meter system** the following clauses of this licence do not apply:
 - (a) clauses 30 to 33 inclusive
 - (b) clauses 35 and 36
 - (c) clauses 39 to 47 inclusive, and
 - (d) clause 50.
- 2.3 Where the **licensee** sells electricity using a **prepayment meter system** to a **prescribed customer**, Schedule 2 of this licence applies and the Prepayment Meter System Code does not apply.
- 2.4 Where the **licensee** sells electricity using a **prepayment meter system** to a **customer** who is not a **prescribed customer**, the Prepayment Meter System Code applies and Schedule 2 of this licence does not apply.

3 Term

- 3.1 This licence commences on the date it is issued and continues until it is:
 - (a) surrendered by the **licensee** under section 29 of the **Act**; or
 - (b) suspended or cancelled by the **Commission** under section 37 of the **Act**.

4 Scope of licence

- 4.1 The **licensee** must not distribute or supply electricity to a person if the **licensee** is aware that the person does not hold a licence (if any) required under the **Act** authorising the person to undertake the operations in respect of which that electricity is supplied.
- 4.2 The **licensee** must ensure that any risk of death or injury to a person, or damage to property, arising out of the Operations is eliminated or minimised.

5 Variation

5.1 This licence may only be varied in accordance with section 27 of the **Act**.

6 Transfer

6.1 This licence may only be transferred in accordance with section 28 of the **Act**.

7 Compliance with applicable laws and codes

7.1 The **licensee** must comply with all applicable laws, including, but not limited to, any technical or safety requirements or standards contained in regulations made under the **Act**.

7.2 The **licensee** must comply with any **codes** or **rules** made by the **Commission** from time to time, that the **Commission** has advised the **licensee** in writing as being applicable to the **licensee**.

8 Ombudsman and disputes

8.1 The **licensee** must, if requested by the **Commission** by written notice, participate in an **Ombudsman Scheme**.

8.2 The **licensee** must also implement and comply with procedures for the management and resolution of **customer** disputes which, as a minimum, ensure that the basic procedures of ISO 10002-2018 "Customer Satisfaction - Guidelines for Complaints Handling in Organisations" are followed.

9 Information to the Commission

9.1 The **licensee** must, from time to time, in a manner and form determined by the **Commission**, provide to the **Commission**,

- (a) details of the **licensee's** financial, technical and other capacity to continue the operations authorised by this licence; and
- (b) such other information as the **Commission** may require.

9.2 The **licensee** must notify the **Commission** if it commits a **material breach** an applicable law or **code** within 3 days of becoming aware of that breach.

10 System controller and the AEMO

10.1 The **licensee** must, following a request from the **AEMO**, provide to the **AEMO**, such documents or information as it may reasonably require to perform its functions and exercise its powers under the **Act**.

10.2 The **Licensee** must comply with any directions given to it by a **System Controller**.

11 Confidentiality

- 11.1 The **licensee** must, unless otherwise required or permitted by law, this licence, or a **code**:
- (a) comply with any **rules** made by the **Commission** from time to time relating to the use of information acquired by the **licensee** in the course of operating the business authorised by this licence; and
 - (b) 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 Where the **licensee** becomes the subject of a proclamation under section 38 of the **Act**, it must participate in the development and implementation of arrangements under section 38 for another person to take over the operations authorised by this licence (including, but not limited to, arrangements to ensure the remuneration of that person).

13 Community service

- 13.1 The **licensee** must comply with the requirements of any scheme approved and funded by the Minister for Energy, the provision by the State of **customer** concessions or the performance of community service obligations by the **licensee**.

Distribution and generation conditions

14 Insurance

- 14.1 The **licensee** must undertake and maintain during the term of this licence insurance against liability for causing bush fires.
- 14.2 The **licensee** must provide to the **Commission** a certificate of the insurer or the insurance broker by whom the insurance was arranged (in a form acceptable to the **Commission**) to the effect that such insurance is adequate and appropriate, given the nature of the **licensee's** activities conducted under this licence and the risks associated with those activities.

15 Access

- 15.1 The **licensee** must:
- (a) in accordance with, and to the extent required by, the **Electricity Transmission Code**, grant to an **electricity entity** holding a **transmission licence** or a **distribution licence**, rights to use, or have access to, those parts of the **licensee's** electricity generating plant that are interconnected or interface with the **electricity entity's** assets for the purpose of ensuring the proper integrated operation of the South Australian power system and the proper conduct of the operations authorised by that **electricity entity's transmission licence** or **distribution licence**; and
 - (b) in the absence of agreement as to the terms on which such rights are to be granted, comply with a determination of the **Commission** as to those terms.

16 Dispute resolution

- 16.1 A dispute relating to the granting of rights to use or have access to the inter-connecting assets of the **licensee's** electricity generating plant referred to in clause 15 shall be resolved in accordance with any applicable **industry code** developed by the **Commission** for the resolution of disputes.
- 16.2 Clause 16.1 does not apply to the extent the dispute is subject to resolution in accordance with or under the **National Electricity Rules**.

17 Compatibility

- 17.1 The **licensee** must not do anything to its electricity generating plant affecting the compatibility of its electricity generating plant with any **distribution network** or **transmission network** so as to prejudice public safety or the security of the power system of which the electricity generating plant forms a part.

18 National Electricity Market

- 18.1 The **licensee** must hold and comply with the conditions of any registration required under the **National Electricity Rules** granted by **AEMO** (or the person responsible for the granting of such registrations under the **National Electricity Law** or the **National Electricity Rules**) at all times that such registration is required for the operations authorised by this licence.

19 Quality of supply

- 19.1 The **licensee** must ensure that its distribution network is designed, installed, operated and maintained so that at the **customer's supply address**:
- (a) the voltage is as set out in AS 60038;
 - (b) the voltage fluctuations that occur are contained within the limits as set out in AS/NZS 61000 Parts 3.3, 3.5 and 3.7; and
 - (c) the harmonic voltage distortions do not exceed the values in AS/NZS 61000 Parts 3.2 and 3.6.
- 19.2 The **licensee** must ensure that any interference caused by its distribution network is less than the limits set out in AS/NZS 61000 Part 3.5 and AS/NZS 2344.
- 19.3 The **licensee** must maintain and operate (or ensure its authorised representatives maintain and operate) all equipment that is part of its facilities in accordance with **good electricity industry practice** and relevant Australian Standards.

20 Interruption of supply

- 20.1 The **licensee** must, in undertaking the distribution and generation operations authorised by this licence, use its **best endeavours** to minimise the frequency and duration of **supply interruptions**.
- 20.2 The **licensee** must provide not less than the following period of notice to a **customer** likely to be affected by a planned **supply interruption** of more than 15 minutes:
- (a) in respect of an interruption planned by the **licensee**: 3 days prior to the interruption;
 - (b) in respect of an interruption notified to the **licensee** by another electricity entity at least 4 days prior to the interruption: 3 days prior to the interruption; or
 - (c) in respect of an interruption notified to the **licensee** by another electricity entity less than 4 days but more than 24 hours prior to the interruption: within 24 hours of receiving that notice from the other electricity entity.
- 20.3 Notice given by the **licensee** under this clause must include the time, expected duration of, and reason for the **supply interruption**.
- 20.4 The **licensee** must provide a 24 hour telephone service to **customers** notifying the commencement time and expected duration of and, if available, reason for, a current **supply interruption** of more than 15 minutes.
- 20.5 The **licensee** must provide written notice of commencement time and duration of, and, if available, reason for, a **supply interruption** within 20 **business days** of receiving a request for such written notification.

21 Safety, reliability, maintenance and technical management plan

21.1 The **licensee** must:

- (a) prepare, maintain and periodically revise a safety, reliability, maintenance and technical management plan dealing with matters prescribed by **regulation**;
- (b) obtain the approval of the **Technical Regulator**:
 - (i) to the plan (prior to the commencement of the operation of the generation plant and distribution system to which the plan relates; and
 - (ii) to any revision of the plan;
- (c) comply with the plan as approved from time to time in accordance with clause 21.1.(b); and
- (d) undertake audits of its compliance with the plan from time to time and report the results of those audits to the **Technical Regulator**, in the form required by the **Technical Regulator**.

22 Switching manual

22.1 The **licensee** must:

- (a) prepare and maintain an internal switching manual in accordance with the **regulations**; and
- (b) comply with any other requirements relating to switching prescribed in the **regulations**.

23 Connection policy

23.1 The **licensee** must, if requested by the **Commission**, develop a Connection Policy specifying the **licensee's** policy in respect of extending the **electricity infrastructure** at the request of a potential **customer**.

23.2 The Connection Policy must include:

- (a) stipulations in respect of voltage and distance from load to existing infrastructure for new **connections**;
- (b) the terms and conditions on which the **licensee** will extend the **electricity infrastructure**;
- (c) the terms and conditions on which the **licensee** will provide a new **meter**;
- (d) the terms and conditions on which the **licensee** will provide metering information services;
- (e) information about the cost to **customers** of connecting to, and using the **electricity infrastructure**;
- (f) information about the method of calculation and collection of capital contributions (if capital contributions are to be collected);
- (g) details of technical or other obligations of the **customer** in respect of the connection.

23.3 The **licensee** must submit the Connection Policy, and any amendment to the Connection Policy, to the **Commission** for approval.

24 Metering plan

24.1 The **licensee** must, if the **licensee** undertakes metering or engages a person for that purpose:

- (a) develop and obtain the approval of the **Commission** for a Metering Plan setting out the **licensee's** procedures in respect of:
 - (i) installation and ownership of **meters** (and any ancillary equipment);
 - (ii) minimum accuracy standards for **meters** and the maintenance of that accuracy (including audits of **meter** types);
 - (iii) collection of **metering data**;
 - (iv) field and maintenance testing of **meters**;
 - (v) resolution of metering disputes; and
 - (vi) **metering data** obligations.

24.2 The **Commission** may:

- (a) approve the Metering Plan; or
- (b) require the **licensee** to improve the Metering Plan (in which case the licensee must promptly do so and resubmit it for the **Commission's** approval).

24.3 The **licensee** and any person engaged by the **licensee** to undertake metering must comply with the Metering Plan after the **Commission** has approved it.

- (a) Unless otherwise agreed by the **Commission**, the **licensee** must by 31 August each year:
- (b) review the Metering Plan to determine whether it is operating effectively and whether the **licensee**, and any person engaged by the **licensee** to undertake metering, is complying with the Plan;
- (c) provide a copy of that review to the **Commission**; and
- (d) if necessary, amend the Metering Plan (but the **licensee** must not amend the Plan without the approval of the **Commission**).

25 Certificates of compliance

25.1 The **licensee** must retain a copy of each certificate of compliance provided to it under regulation 56(1)(d) of the Electricity (General) Regulations 2012 for at least 12 months after that provision.

25.2 the **licensee** must give the **Commission**, **Technical Regulator** or an authorised officer any assistance reasonably requested by the **Commission**, **Technical Regulator** or authorised officer in inspecting certificates of compliance retained by the **licensee**.

Connection, sale and supply conditions

26 Connections

- 26.1 The **licensee** must use its **best endeavours** to connect a new **supply address** to the **licensees'** distribution network:
- (a) on a date agreed with the **customer**; or
 - (b) where no date has been agreed with the **customer**, within 6 **business days** after the **licensee's** requirements for connection are satisfied.
- 26.2 The **licensee** must use its **best endeavours** to connect a **supply address** which was previously connected to the **licensees'** distribution network:
- (a) on a date agreed with the **customer**; or
 - (b) if no date has been agreed with the **customer**, where possible on the **business day** after the **licensee's** requirements for **connection** are satisfied and, in any event, within two **business days**.
- 26.3 If a person requests the connection of 10 or more supply addresses within a one week period, the Licensee must use its best endeavours to connect each supply address:
- (a) within 6 business days after the **licensee's** requirements for connection have been satisfied for that supply address, if the Licensee has been notified of the new connections a reasonable time in advance of the required connection dates; or
 - (b) otherwise within 12 business days after the **licensee's** requirements for connection for the supply address have been satisfied.
- 26.4 The **licensee** must not refuse to connect a **supply address** to the **licensees'** distribution network because:
- (a) the person provides their own electricity metering system; or
 - (b) a third party provides an electricity metering system for the person,
- if that electricity metering system complies with the **Act** or the **National Electricity Rules**.

27 Applications for connection, sale and supply

- 27.1 Before agreeing to connect a person's **supply address** and to sell and supply electricity to a person at that **supply address**, the **licensee** may require the person to:
- (a) make an application to the **licensee** (in person, by telephone or in writing) on a **business day**; and
 - (b) if requested by the **licensee**:
 - (i) provide acceptable identification;
 - (ii) pay any relevant fees and charges applicable;
 - (iii) provide contact details for billing purposes;

- (iv) provide contact details for the owner (or the owner's agent) of the **supply address**, if the request is made in respect of a **supply address** that is a rental property;
- (v) ensure that there is safe and convenient access to the meter and the electrical installation in order to connect the **supply address**;
- (vi) provide estimated electrical load information for the proposed electricity use at the **supply address**;
- (vii) 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 person by the **licensee** (other than a debt the subject of a bona fide dispute, or for which repayment arrangements have been made);
- (viii) provide certificates of compliance in respect of the electrical installation at the **supply address**;
- (ix) provide evidence that the electrical installation at the **supply address** satisfies the technical requirements set out in the standard connection and supply contract; and
- (x) agree to undertake any augmentation or extension required for the **connection** and ensure that the augmentation or extension has been completed.

28 Standard contractual terms and conditions

- 28.1 The **licensee** must develop and submit for the **Commission's** approval a set of standard terms and conditions on which it will sell and supply electricity to **customers** and/or a specified class of **customers**.
- 28.2 Upon receipt of the **Commission's** approval of the standard terms and conditions under clause 28.1, the **licensee** must publish those terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 28.3 The **licensee** must advise the **Commission** before it makes a significant amendment to the standard terms and conditions and must publish the amended terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 28.4 The **Commission** may, by notice in writing to the **licensee**, require the **licensee** to amend its standard terms and conditions in accordance with the requirements of section 36 of the **Act**.
- 28.5 The **licensee** must, on request by a **customer**, provide that **customer** with a copy of the standard terms and conditions, free of charge.
- 28.6 If a **customer** has already received a copy of the standard terms and conditions and requests another copy within a 12-month period, the **licensee** may impose a reasonable charge for providing that copy.

29 Use of electricity and illegal use

- 29.1 Despite clause 32, if the **licensee** 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 regulatory instruments, the **licensee** may estimate the consumption for which the **customer** has not paid and bill or take debt recovery action for all of that unpaid amount.

- 29.2 Clause 39 does not apply if, during the course of the **customer's** dealings with the retailer, the **customer** is convicted of an offence involving fraud or theft of electricity.
- 29.3 Notwithstanding any of the requirements of clause 45, but in compliance with clause 50.1(b) a **licensee** may arrange for the disconnection of a **customer's supply address** immediately where the **customer** has used electricity contrary to clause 29.1.
- 29.4 The **licensee** must not sell or supply electricity to a person if that person is required to hold a licence under the **Act** in respect of the use of that electricity and the **licensee** is aware that the person has not been issued with such a licence or an exemption from the requirement to hold such a licence.

30 Billing

- 30.1 The **licensee** must use its **best endeavours** to issue a bill to a **customer** at least **quarterly**.
- 30.2 Nothing in clause 30.1 will prevent the **licensee** from:
- (a) issuing a bill more frequently than **quarterly** to a **business customer** or
 - (b) issuing a bill more frequently than **quarterly** to a **residential customer** where the **licensee** has obtained a **residential customer's** explicit informed consent to issue bills on that basis
- 30.3 The **licensee** must issue a bill to a **customer** at the **supply address**, unless the **customer** nominates another address.
- 30.4 Each bill issued to a **customer** by the **licensee** must itemise separately the following charges:
- (a) all charges for electricity sold by the **licensee** to the **customer**;
 - (b) any other charge relating to the sale of electricity to the **customer** by the **licensee** at the **supply address** (including special **meter** readings, account application fees, public lighting, fixed charges for special purpose electricity sales).
 - (c) the date of the last **meter** reading or estimate and the number of days since the previous reading or estimate;
 - (d) the **meter** readings, **metering data** or estimates for the bill;
 - (e) consumption, or estimated consumption, in units used (eg kWh);
 - (f) the pay by date;
 - (g) the telephone number for billing, payment enquiries and instalment payment options;
 - (h) a 24 hour contact telephone number for faults and emergencies;
 - (i) the **customer's supply address** and any other relevant address;
 - (j) the **customer's** name and account number;
 - (k) the amount of arrears or credit;
 - (l) the amount of any **security deposit** provided by the **customer**; and
 - (m) on **residential customer's** bills only, a reference to the availability of concessions, if any.

- 30.5 If the **customer** requests its final bill for the **customer's supply address** from the **licensee**, the **licensee** must use its **best endeavours** to issue that **customer** with a final bill in accordance with the **customer's** request.

31 Meter reading

- 31.1 Subject to clause 31.2, the **licensee** must base a **customer's** bill on an actual reading of the relevant **meter** at the **customer's supply address** and use its **best endeavours** to ensure that the **meter** at the **customer's supply address** is read as frequently as is required to prepare its bills and in any event at last once every 12 months.
- 31.2 Where a **licensee** is unable to base a bill on a reading of the **meter** at a **customer's supply address** because:
- (a) access is denied as a result of the actions of the **customer**, or a third party, weather conditions or an industrial dispute;
 - (b) the **meter** cannot safely be accessed in order to read it;
 - (c) the **meter** or ancillary equipment has recorded the electricity usage incorrectly; or
 - (d) the **meter** has been tampered with,
- the **licensee** may provide the **customer** with an estimated bill based on:
- (e) the **customer's** reading of the **meter**;
 - (f) the **customer's** prior electricity usage history at that **supply address**;
 - (g) where the **customer** does not have a prior electricity usage history at that **supply address**, the average usage of electricity by a comparable **customer** over the corresponding period; or
 - (h) an estimating system approved by the **Commission**.
- 31.3 The **licensee** may provide the **customer** with an estimated bill or bills where:
- (a) the **customer** and the **licensee** have agreed to the issue of an estimated bill or bills; and
 - (b) the estimated bill or bills are based on a methodology specified in clause 31.2.
- 31.4 Where the **licensee** has provided a **customer** with an estimated bill, and the **meter** is subsequently read, the **licensee** must include an adjustment on the next bill to take account of the actual **meter** reading.
- 31.5 When the **licensee** issues a **customer** with an estimated bill it must publish a notice in a prominent location on that bill advising that the bill is based on an estimated reading of the **meter**.
- 31.6 Where a **customer** has denied access to a **meter** for the purpose of reading that **meter**, and subsequently requests the **licensee** to replace an estimated bill with a bill based on a reading of the **meter**, the **licensee** must comply with that request but may pass through to that **customer** any costs it incurs in doing so.

32 Undercharging

- 32.1 Subject to clause 32.2, where the **licensee** has undercharged a **customer** as a result of an act or omission of the **licensee**, it may recover from the **customer** the amount undercharged.
- 32.2 Where the **licensee** proposes to recover an amount undercharged as a result of the **licensee's** error, the **licensee** must:
- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to the **meter** reading date on the **customer's** last bill;
 - (b) list the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount;
 - (c) not charge the **customer** interest on that amount; and
 - (d) if the **customer** requests it, allow the **customer** time to pay that amount by agreed instalments, over a period nominated by the **customer** being no longer than:
 - (i) the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months); or
 - (ii) in any other case, 12 months.

33 Overcharging

- 33.1 Where a **customer** has been overcharged as a result of an act or omission of the **licensee**, the **licensee** must inform the customer accordingly within 10 **business days** of the **licensee** becoming aware of that error and:
- (a) credit that amount to the **customer's** next bill; or
 - (b) if this credit cannot be made (for example, if the **customer** will not have another bill from the **licensee**) the **licensee** must repay that amount to the **customer** within 10 **business days**.

34 Where a tariff type has changed

- 34.1 Where during a **billing cycle** a **customer** changes from one type of tariff to another type of tariff, the **licensee** must (if it is necessary to do so due to the change in the type of tariff applying to that **customer**):
- (a) obtain a **meter** reading at the time the type of tariff changes; and
 - (b) calculate the **customer's** bill using the type of tariff applying during the period prior to and after the date of the **meter** reading referred to in clause 34.1(a).
- 34.2 Where during a **billing cycle** 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 end of the **billing cycle**.

- 34.3 Where the **licensee** offers alternative tariffs or tariff options and a **customer**:
- (a) applies in writing to the **licensee** to transfer from that **customer's** current tariff to another tariff; and
 - (b) demonstrates to the **licensee** that it satisfies all of the conditions relating to that other tariff.

the **licensee** must transfer the **customer** to that tariff within 10 **business days** of satisfying those conditions.

- 34.4 Where a **customer** transfers from one tariff type to another, in accordance with clause 34.3, the effective date of the transfer will be:
- (a) the date on which the last **meter** reading at the old tariff is obtained; or
 - (b) where the transfer requires a change to the **meter** at the **customer's supply address**, the date the **meter** change is completed.

- 34.5 Where a **customer** informs the **licensee** of a change in use of the **customer's supply address**, the **licensee** may require the **customer** to transfer to a tariff applicable to the **customer's** use of the **supply address**.

- 34.6 If a **customer** fails to give notice to the **licensee** of a change in the use of the **customer's supply address**, and the **licensee** subsequently becomes aware of the change in use, the **licensee** may transfer the **customer** retrospectively from the date of the change.

35 Payment

- 35.1 Unless otherwise agreed with a **customer**, the pay by date specified in the bill must not be less than 12 **business days** after the date the **licensee** sends the bill.
- 35.2 If a **customer** has not paid a bill by the due date, the **licensee** may send to that **customer** a reminder notice that its bill is past due, giving the **customer** a further due date (not less than 5 **business days** after the date the notice is issued).
- 35.3 A **licensee** may charge a **business customer** interest on a late payment, at a rate and on terms and conditions as approved by the **Commission** from time to time for a specific group of **customers**.

36 Payment methods

- 36.1 The **licensee** must offer at least the following payment methods to its **customers**:
- (a) in person; and
 - (b) by mail.

37 Mandatory use of prepayment meter system

- 37.1 The **licensee** must only sell electricity to **prescribed customers** using a **prepayment meter system** (other than a specified **prescribed customer** or a specified class of **prescribed customers** for which the **licensee** has been granted a Ministerial exemption from selling electricity to them using a pre-payment meter system under regulation 17A(3) of the Electricity (General) Regulations 2012).

- 37.2 The **licensee** must only retail electricity using a **prepayment meter system** in accordance with regulation 17A(3) of the Electricity (General) Regulations 2012) and the prepayment meter standard terms and conditions contained in Schedule 2 of this licence.

38 Approval from the Commission to adopt pre-payment metering systems

- 38.1 The **licensee** must not implement a **prepayment meter system** in respect of its **customers**, that are not **prescribed customers** (or are **prescribed customers** who are the subject of a Ministerial exemption granted under regulation 17A(3) of the Electricity (General) Regulations 2012), unless the **licensee** has obtained the **Commission's** prior written approval for the adoption of that **prepayment meter system**.

39 Payment difficulties

- 39.1 Where a **residential customer** informs the **licensee** in writing or by telephone that the **residential customer** is experiencing payment difficulties, the **licensee** must advise the **residential customer**, as soon as is reasonably practicable, of instalment plan options offered by the **licensee** at that time and, where appropriate:
- (a) the right to have a bill redirected to a third person, as long as that third person consents in writing to that redirection;
 - (b) information on independent financial and other relevant counselling services.
- 39.2 Where a **residential customer** requests information or a redirection of its bills, under this clause, the **licensee** must provide that information or redirection free of charge.

40 Long absence or illness

- 40.1 Where a **residential customer** is unable to arrange payment whether due to illness or long absence, the **licensee** must offer:
- (a) payment in advance facilities; and
 - (b) redirection of the **customer's** bill as requested by the **customer** free of charge.

41 Paying by instalments

- 41.1 The **licensee** must offer **residential customers** at least the following payment options:
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills; and
 - (b) 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).
- 41.2 The **licensee** may require a **residential customer** to pay by instalments in advance if the **residential customer** is in arrears or as an alternative to the **residential customer** paying a **security deposit**.

- 41.3 The **licensee** does not have to offer a **residential customer** an instalment plan if the **residential customer** has, in the previous 12 months, had 2 instalment plans cancelled due to non-payment. In such a case, the **licensee** must offer another instalment plan only if the **licensee** is reasonably satisfied that the **residential customer** will comply with that instalment plan.
- 41.4 The **licensee** 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 **residential customer** about the **residential customer's** usage needs and capacity to pay.
- 41.5 Nothing in this licence limits the payment options that a **licensee** may offer to a **customer**.

42 Review of bill

- 42.1 The **licensee** must review a **customer's** bill when asked by that **customer**.
- 42.2 The **licensee** must inform the **customer** of the outcome of that review as soon as reasonably possible, but in any event, within 30 **business days**.
- 42.3 Where a **licensee** is reviewing a bill, the **licensee** may require the **customer** to pay:
- (a) the greater of:
 - (i) that portion of the bill under review that the **customer** and the **licensee** agree is not in dispute; or
 - (ii) an amount equal to the average amount of the **customer's** bills in the previous 12 months (excluding the bill in dispute); and
 - (b) any future bills that are properly due.
- 42.4 Where the **customer** requests that, in reviewing the bill, the **meter** reading be checked or the **meter** tested, the **licensee** must, as the case may be:
- (a) arrange for a check of the **meter** reading; or
 - (b) arrange for a test of the **meter**.
- 42.5 The **customer** must pay the **licensee** in advance the **licensee's** reasonable charge for checking the **meter** reading, **metering data** or for testing the **meter**.
- 42.6 Where, after conducting a review of the bill, the **licensee** is satisfied that it is:
- (a) correct, the **licensee** may require the **customer** to pay the amount of that bill which is still outstanding; or
 - (b) incorrect, the **licensee**:
 - (i) must correct the customer's bill in accordance with clause 32 or clause 33;
 - (ii) must refund (or set off against the amount in clause 42.6(b)(iii)) any fee paid in advance under clause 42.5;
 - (iii) may require the **customer** to pay the amount of that bill which is still outstanding; and
 - (iv) must advise the **customer** of the existence of its dispute resolution processes.

43 Charge for dishonoured payments

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

44 Security deposits and alternatives

- 44.1 The **licensee** 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**.
- 44.2 Subject to approval and annual review by the **Commission** and to clause 44.4:
- (a) the amount of a **security deposit** for a **customer** who is on a **quarterly billing cycle** must not be greater than 1.5 times the average **quarterly** bill; and
 - (b) the amount of a **security deposit** for a **customer** who is on a monthly **billing cycle** must not be greater than 2.5 times the average monthly bill.
- 44.3 The average **quarterly** and monthly bill for each category of **customer** will be as determined by the **Commission** from time to time.
- 44.4 The **licensee** may increase a **business customer's** existing **security deposit**, where that deposit is insufficient to secure the **business customer's** current electricity usage taking into account the limits of **security deposits** as calculated using the average of the **business customer's** last bills.
- 44.5 The **licensee** must not require a **customer** to provide a **security deposit** unless:
- (a) the **customer** has left a previous **supply address** without settling an outstanding electricity debt owing to that **licensee**, the debt remains outstanding, and the **customer** refuses to make arrangements (acceptable to both parties) to pay the debt; or
 - (b) the **customer** has within the previous two years been responsible for the use of electricity contrary to clause 29 of this licence; or
 - (c) the **customer** is a new **customer** and:
 - (i) has refused or failed to produce **acceptable identification**; or
 - (ii) has not provided information demonstrating a satisfactory history of paying electricity accounts; or
 - (iii) the **licensee** has reasonably formed the view that the new **customer** has an unsatisfactory credit rating;
- and the **licensee** has, in accordance with clauses 39 and 41 offered the **customer** an instalment plan or other payment option and the **customer** has refused, or failed to agree to, the offer.
- 44.6 The **licensee** must accept a bank guarantee from a **business customer** as an alternative to a cash **security deposit**.
- 44.7 Where the **licensee** has received a **security deposit** from a **customer**, the **licensee** must pay interest, if any, to the **customer**, on the deposit at a rate and on terms and conditions as approved by the **Commission**.

- 44.8 Where a **customer** has been required by a **licensee** 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 **licensee** at the **supply address** to which the **security deposit** relates and a final reading of the **meter** for that **supply address** is completed and the **customer** has not commenced purchasing electricity from the **licensee** at a different **supply address**,

the **licensee** must return the **security deposit** and any interest to the **customer**.

- 44.9 The **licensee** may pay the **security deposit** to the credit of the **customer's** next bill. However, if the **customer** will not have another bill, the **licensee** must repay the **security deposit** to the **customer** within 10 **business days**.

- 44.10 Where the **licensee** has accepted a bank guarantee from a **business customer** in lieu of a **security deposit**, the **licensee** must return the bank guarantee within 10 **business days** of the **business customer** satisfying the conditions referred to in clause 44.8.

- 44.11 The **licensee** must keep **security deposits** in a separate account and separately identify in its company accounts, at all times, the value of **security deposits** which it holds for **customers**.

- 44.12 The **licensee** may use a **customer's security deposit** and interest which has accrued to it to offset any amount owed by that **customer** to the **licensee** and/or the **distributor**:

- (a) if the **customer** fails to pay a bill resulting in disconnection of the **supply address**; or
- (b) in relation to a final bill issued by the **licensee** when the **customer** vacates a **supply address** or ceases to buy electricity from the **licensee** at that **supply address** or asks that the **supply address** be disconnected.

However, the **licensee** must not, without the **customer's** written consent, use a **customer's security deposit** to offset charges in respect of any goods or services (other than electricity) provided by the **licensee**.

- 44.13 The **licensee** must account to the **customer** for any use of the **security deposit** (and pay the balance, if any, to the **customer**) within 10 **business days**.

45 Disconnection of a supply address

- 45.1 If a **customer** requests the **licensee** to disconnect the **customer's supply address**, the **licensee** must use its **best endeavours** to disconnect in accordance with the **customer's** request.

- 45.2 Subject to clauses 46 and 47, the **licensee** may arrange to disconnect a **customer's supply address** if a **customer** has not:

- (a) paid a bill; or
- (b) agreed to an offer (made in accordance with clause 39 and clause 41) of an instalment plan or other payment option to pay a bill; or
- (c) adhered to the **customer's** obligations to make payments in accordance with an agreed instalment plan or other payment option relating to the payment of bills; or
- (d) failed to allow, for 3 consecutive **billing cycles** (or such longer period as the **licensee** nominates), access to the **customer's supply address** to read a **meter**; or

- (e) where the **customer** refuses to pay a **security deposit** or provide a bank guarantee in accordance with clause 44.

46 Obligations prior to disconnection

46.1 Prior to effecting a disconnection under clause 45.2, the **licensee** must have:

- (a) used its **best endeavours** to contact the **residential customer** personally either:
 - (i) by telephone;
 - (ii) by mail;
 - (iii) by email;
 - (iv) by any other method approved by the **Commission** from time to time;
- (b) given the **customer** a reminder notice;
- (c) after the expiry of the period referred to in the reminder notice, give the **customer** a written **disconnection warning** with 5 **business days'** notice of its intention to arrange for the disconnection (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**);
- (d) in the case of a disconnection arising under clause 45.2(a), offered the **customer** alternative payment options of the kind referred to in clause 41 (provided that **licensee** 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);
- (e) in the case of a disconnection arising under clause 45.2(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** written notice requesting access to the **meter** or **meters** at the **supply address** and advising of the **licensee's** ability to arrange for disconnection;

47 When the licensee may not disconnect

47.1 The **licensee** must not disconnect a **customer's supply address**:

- (a) for non-payment of a bill where the amount outstanding is less than an amount approved by the **Commission** and the **customer** has agreed with the **licensee** to repay that amount;
- (b) where the **customer** or a person residing at the **customer's supply address** has advised the **licensee** that a person ordinarily residing at the **supply address** is dependent on designated life support equipment in accordance with the provisions of clause 50;
- (c) where a **customer** has made a complaint, directly related to the reason for the proposed disconnection, to an external dispute resolution body and the complaint remains unresolved;
- (d) after 3.00pm on a **business day**; or
- (e) on a Friday, on a weekend, on a public holiday or on the day before a public holiday, except in the case of a planned interruption.

48 Disconnections for emergencies and safety

- 48.1 Notwithstanding any other clause in this licence, the **licensee** may disconnect, interrupt or cause the disconnection or interruption of supply to a **customer's supply address** in the case of an emergency.
- 48.2 Where the **licensee** exercises its disconnection right under this clause, it must:
- (a) provide, by way of a 24 hour emergency line, information on the nature of the emergency and an estimate of the time when supply will be restored;
 - (b) use its **best endeavours** to restore supply to the **customer's supply address** as soon as possible.
- 48.3 Nothing in this licence should affect the **licensee** exercising any power, or obligation to comply with any direction, order or requirement under the Emergency Management Act 2004, Essential Services Act 1981, the Fire and Emergency Services Act 2005, or any other relevant legislation.
- 48.4 Notwithstanding any other clause and subject to clause 48.5, the **licensee** may disconnect or interrupt supply to a **customer's supply address** for reasons of health or safety.
- 48.5 Except in the case of an emergency, or where there is a need to reduce the risk of fire or where relevant legislation, regulations or **codes** require it, the **licensee** must not disconnect a **customer's supply address** for a health or safety reason unless the **licensee** has:
- (a) given the **customer** written notice of the reason;
 - (b) allowed the customer 5 **business days** to remove the reason (the 5 **business days** shall be counted from the **date of receipt** of the notice); and
 - (c) at the expiration of those 5 **business days** given the **customer**, by way of a written **disconnection warning**, another 5 **business days'** notice of its intention to disconnect the customer (the 5 **business days** shall be counted from the **date of receipt** of the notice).

49 Reconnection after disconnection

- 49.1 Where the **licensee** has disconnected a **customer's supply address** in accordance with this licence, the **licensee** must use its **best endeavours** to reconnect the **customer** within a time agreed with the **customer**, subject to (where relevant):
- (a) the reasons for disconnection being rectified, and
 - (b) the **customer** agreeing to pay the **licensee's** reasonable charges for reconnection, if any.
- 49.2 Where under this clause the **licensee** is obliged to arrange for the reconnection of a **customer's supply address** and the **customer** makes a request for reconnection before 4.00pm on a **business day**, the **licensee** 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**.

- 49.3 Where under this clause the **licensee** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection after 4.00pm and before 9.00pm on a **business day**, and pays the **licensee's** reasonable charge for after-hours connection, the **licensee** must arrange for the reconnection on the day requested by the **customer** unless the **licensee** informs the **customer** that this is not possible, in which case the **licensee** must arrange for connection by the end of the next **business day** and the after-hours connection fee does not apply.
- 49.4 Where under this clause the **licensee** is obliged to reconnect a **customer's supply address** and the **customer** makes a request for reconnection after 9.00pm, on a **business day**, the **licensee** must arrange for the reconnection by the end of the next **business day**.

50 Special needs

- 50.1 Where a **customer** provides the **licensee** with confirmation from a registered medical practitioner or a hospital that a person residing at the **customer's supply address** requires life support equipment, the **licensee** must:
- (a) register the **supply address** as a life support equipment address;
 - (b) not arrange for the disconnection of that **supply address** 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.
- 50.2 The **licensee** may require that a **customer** whose **supply address** has been registered under this clause inform the **licensee** if the person for whom the life support equipment is required vacates the **supply address** or no longer requires the life support equipment.
- 50.3 For the purposes of this clause, "life support equipment" means:
- (a) an oxygen concentrator; or
 - (b) an intermittent peritoneal dialysis machine; or
 - (c) a haemodialysis machine; or
 - (d) a ventilator for life support (polio only); or
 - (e) other equipment as notified by the **Commission** from time to time.

Schedule 1: Definitions and Interpretation

Part 1 – Definitions

In this licence:

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;
 - (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.

Act means the Electricity Act 1996 (SA) and includes any statutory instrument made under that Act;

ADI means an authorised deposit taking institution within the meaning of the Banking Act 1959 (Cth) as defined in section 4 of the Legislation Interpretation Act 2021 (SA);

AEMO means the Australian Energy Market Operator Ltd (ACN 072 010 327);

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

billing cycle means the regular concurrent period for which a **customer** receives a bill from the **licensee**;

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

business day means a day on which banks are open for general banking business in Adelaide, other than a Saturday or Sunday;

code means any **code** made by the **Commission** under section 28 of the Essential Services Commission Act 2002 (SA);

Commission means the Essential Services Commission established under the **ESC Act**;

connection means to form a physical link to the network;

connection point means the agreed point of supply between the **customer's** electrical installation and the **distribution network**;

customer means a **customer** as defined in the **Act**;

date of receipt means, in relation to the receipt by a **customer** of a notice given by the **licensee**:

- (a) in the case where the **licensee** hands the notice to the **customer**, the date the **licensee** does so;
- (b) in the case where the **licensee** sends a notice by facsimile or by email before 5.00pm on a **business day**, on that **business day**, otherwise on the next **business day**;

- (c) in the case where the **licensee** leaves the notice at the **customer's supply address**, the date the **licensee** does so;
- (d) in the case where the **licensee** gives the notice by post or, registered mail or lettergram, a date **2 business days** after the date the **licensee** sent the notice.

disconnection warning means a notice in writing in accordance with clause 46.

distribution licence means a licence to operate a **distribution network** granted under Part 3 of the **Act**;

distribution network has the meaning given to that term under the **Act**;

Electricity Distribution Code means the code of that name made by the **Commission** under section 28 of the **ESC Act** which regulates connections to a **distribution network** and the supply of electricity by distributors;

electricity entity means a person who has been granted a licence under Part 3 of the **Act** to carry on operations in the electricity supply industry;

electricity infrastructure means the electricity infrastructure used in connection with the operations, (but does not include an electrical installation);

Electricity Metering Code means the code of that name made by the **Commission** under section 28 of the **ESC Act** which regulates the installation, maintenance and testing of meters;

Electricity Transmission Code means the code of that name made by the **Commission** under section 28 of the **ESC Act**;

emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in the State of South Australia, or which destroys or damages, or threatens to destroy or damage, any property in the state of South Australia;

ESC Act means the Essential Services Commission Act 2002 (SA);

generator means a holder of a licence to generate electricity granted under Part 3 of the **Act**;

good electricity industry practice means the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from operators of facilities forming part of a power system for the generation and distribution of electricity under conditions comparable to those applicable to the relevant facility consistent with applicable regulatory instruments, reliability, safety and environmental protection. The determination of comparable conditions is to take into account factors such as the relative size, duty, age and technological status of the relevant facility and the applicable regulatory instruments;

industry code means any code made by the **Commission** under section 28 of the **ESC Act** from time to time;

licensee means Cowell Electric Supply Pty Ltd (ACN 626 950 829);

material breach means a breach of a regulatory obligation in respect of which:

- (a) the **Commission** has written to the **licensee** and informed the **licensee** that the **Commission** considers a breach of the particular regulatory obligation to be material;
- (b) the **licensee** itself considers the breach to be material, having had regard to all relevant matters, including at least the following:

- (i) the impact of the breach on **customers**;
- (ii) whether the breach has a financial impact on **customers**;
- (iii) the number of **customers** affected;
- (iv) the potential and actual impact on safety and risk to the public.

meter means equipment to measure, record and, in certain cases, read records of the amount of electricity (active energy and/or reactive energy) supplied through a **customer's connection point**;

metering data has the meaning given to that term in the **National Electricity Rules**;

National Electricity Law means the National Electricity Law referred to in the National Electricity (South Australia) Act 1996 (SA);

National Electricity Rules has the meaning given to that term in the **National Electricity Law**;

Ombudsman Scheme means an ombudsman scheme, the terms and conditions of which are approved by the **Commission**;

prepayment meter system means a device, componentry, software or other mechanism associated with a metering installation at a **customer's connection point** which operates to permit the flow of electricity through the **meter** when activated by a card, code or some other method;

prescribed customer has the meaning given to that term in the Electricity (General) Regulations 2012 as amended from time to time;

quarterly means the period of days represented by 365 days divided by 4;

residential customers means a **customer** who acquires electricity for domestic use;

rule means any rule issued by the **Commission** under section 28 of the **ESC Act**;

security deposit means an amount of money or other arrangement acceptable to the **licensee** as a security against a **customer** defaulting on a bill;

supply address means:

- (a) the address for which a **customer** purchases electricity from a **licensee** where there is only one **connection point** at that address; or
- (b) where there is more than one **connection point** at the address, each **connection point** through which the **customer** purchases electricity from the same **licensee**.

supply interruption means an interruption in electricity supply affecting any **customer** and includes a **supply interruption** occurring as a result of:

- (a) an act or omission of another person; or
- (b) an outage,
- (c) but does not include:
- (d) in respect of a **customer**, an interruption in electricity supply in accordance with an interruptible supply contract with that **customer**; or
- (e) an interruption of supply rectified by an automatic fault clearing operation.

System Controller means the person licensed under Part 3 of the **Act** to exercise system control over a power system;

Technical Regulator means the person holding the office of Technical Regulator under Part 2 of the Act;

transmission licence means a licence to operate a **transmission network** granted under Part 3 of the Act;

transmission network has the meaning given to that term under the **Act**.

Part 2 - Interpretation

In this licence, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this licence;
- (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;
- (e) a reference to any statute, regulation, proclamation, order in council, ordinance or bylaw 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;
- (f) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (g) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (h) an event which is required under this licence to occur on or by a stipulated day which is not a **business day** may occur on or by the next **business day**; and
- (i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.

Schedule 2: Operation of prepayment meter systems for prescribed customers

1 Prepayment meter standard terms and conditions

1.1 The **licensee** must develop **prepayment meter standard terms and conditions** that comply with this schedule and be developed and approved in accordance with clause 28 of this licence, for the retailing of electricity to **prescribed customers**.

1.2 Definitions and interpretation

1.2.1 Words appearing in bold like **this** are defined in Part 1 of this schedule.

1.2.2 This schedule must be interpreted in accordance with the rules set out in Part 2 of Schedule 1.

1.3 Customer communication

1.3.1 If the **licensee** is required under this schedule or the **prepayment standard meter terms and conditions** to provide or issue any document, information, bill or notice to a **prescribed customer** and that **prescribed customer** has provided to the **licensee** an electronic mail address and consent for the **licensee** to access that electronic mail address, the **licensee**:

- (a) may send or issue that document, information, bill or notice to that electronic mail address for that purpose unless otherwise required under this schedule or the **prepayment meter standard terms and conditions**
- (b) must be capable of receiving notices by electronic mail from that **prescribed customer**, and
- (c) must cease using that electronic mail address or the electronic mail format at the **prescribed customer's** request.

1.3.2 Unless otherwise specifically required under this schedule or the **prepayment meter standard terms and conditions**, a reference to writing includes electronic mail.

1.3.3 The **licensee** must revert to alternative means of communication where the electronic mail address provided by the **prescribed customer** indicates that the message has failed to deliver to the **prescribed customer**.

1.4 Accessible communications

1.4.1 The **licensee** must provide access to multi-lingual services for languages common to the **prescribed customer** base to meet the reasonable needs of its **prescribed customers**.

1.4.2 The **licensee** must provide access to its services using means common to the **prescribed customer** base to meet the reasonably practicable needs of **prescribed customers** with specific needs, such as needs related to low levels of literacy or disability or impairment (for example, providing pre-recorded information in a relevant language over the phone, audible options, closed captions and VoiceOver for website communications).

1.5 Written disclosure statement

- 1.5.1 A written disclosure statement must be provided to a **prescribed customer** in respect of **prepayment meter standard terms and conditions** and must include the following information:
- (a) the date of commencement of the **prepayment meter standard terms and conditions**
 - (b) the current fees, charges and tariffs that will be applicable for the retailing of electricity under the **prepayment meter standard terms and conditions**
 - (c) all costs to the **prescribed customer** associated with entering into the **prepayment meter standard terms and conditions** including fees, charges and tariffs
 - (d) the method by which the **prescribed customer** will receive any State Government electricity concession to which they are entitled
 - (e) the methods by which the **prescribed customer** can make payments to the prepayment meter system account and the locations of payment centres or recharge facilities
 - (f) the amount of **emergency credit** to be provided in the **prepayment meter system**
 - (g) protections available to **life support system customers**
 - (h) disconnection times and **protected periods**
 - (i) options in relation to payment difficulties and hardship
 - (j) support available to **prescribed customers**
 - (k) options related to the recovery of debt
 - (l) dispute resolution options which are available to **prescribed customers**
 - (m) details of any right conferred on the **prescribed customer** to rescind the **prepayment meter standard terms and conditions**, and
 - (n) contact details for the **licensee's prescribed customer** enquiry, complaints and emergency service.
- 1.5.2 The **licensee** must use its best endeavours to provide the written disclosure statement in a relevant language other than English if requested by a **prescribed customer**.

1.6 Provision of operating instructions and consumption information

- 1.6.1 The **licensee** must send within five business days, and at no charge, the following information on the use of the **prepayment meter system** to a **prescribed customer** who enters into **prepayment meter standard terms and conditions**:
- (a) instructions on how to operate the **prepayment meter system** which are:

- (i) expressed in clear, simple and concise language, and
 - (ii) in a format which makes it easy for a person not familiar with the operation of a **prepayment meter system** to understand
 - (b) instructions on how to access the **emergency credit** facility of the **prepayment meter system**
 - (c) instructions on how to obtain a refund of remaining credit when the **prepayment meter standard terms and conditions** are terminated
 - (d) instructions on how and where payments to the **prepayment meter system** account can be made, and
 - (e) the **licensee's** telephone number(s) for complaints, enquiries and emergencies.
- 1.6.2 The **licensee** must use its best endeavours to provide the operating instructions in a relevant language other than English if requested by a **prescribed customer**.
- 1.6.3 On request, the **licensee** must, at no charge, give a **prescribed customer** the following information relating to the **prescribed customer's supply address**:
- (a) total electricity consumption;
 - (b) average daily consumption; and
 - (c) average daily cost of consumption

for the previous two years or since the commencement of the **prepayment meter standard terms and conditions** (whichever is the shorter) divided into quarterly segments.

1.7 Specification of fees and charges

- 1.7.1 A **prescribed customer** is only liable for charges (comprising distribution, retail and other charges relating to the sale and supply of electricity at the **prescribed customer's supply address**) specified and identified in this schedule (for example, **emergency credit** or **friendly credit**) or in the **prepayment meter standard terms and conditions**.

1.8 Limitation on the recovery of debt

- 1.8.1 Where a **prescribed customer** owes a **friendly credit** debt and/or **emergency credit** debt to the **licensee**, the **licensee** and the **prescribed customer**, or a third party acting on behalf of the **prescribed customer**, may make a **payment splitting arrangement** that adjusts the charges in the **prepayment meter system** to recover the amount of the debt.
- 1.8.2 In making a **payment splitting arrangement** under clause 1.8.1, the **licensee**:
- (a) must take into consideration the **prescribed customer's** historical electricity usage and the **prescribed customer's** ability to pay and maintain electricity supply, and
 - (b) must make clear to the **prescribed customer**, or the third party acting on behalf of the **prescribed customer**, that any proportion under, and up to, 30% of the **prescribed customer's** top-up amounts may be used to pay down a **friendly credit** debt and/or **emergency credit** debt.

- 1.8.3 The **licensee** must maintain verifiable records of **payment splitting arrangements** made under clause 1.8.1 in a format which permits the **licensee** to answer any enquiries by the **Commission**, the **Industry Ombudsman** or any other entity permitted by an **applicable regulatory instrument** to access that information.
- 1.8.4 Where a **prescribed customer** owes a debt to the **licensee** that is not a **friendly credit** debt or an **emergency credit** debt, the **licensee** must not recoup that debt via a **payment splitting arrangement** and must offer the **prescribed customer** a fee free instalment plan, that can be paid using a **prepayment meter system**, that takes into account the **prescribed customer's** historical energy usage and capacity to pay.

1.9 Credit retrieval

- 1.9.1 The **prepayment meter standard terms and conditions** must explain how a **prescribed customer** can obtain a refund of any credit remaining in the **prepayment meter system** account when the **prepayment meter standard terms and conditions** are terminated or otherwise end.

1.10 Life support systems

- 1.10.1 If a **prescribed customer**, a **medical practitioner**, or an authorised third party acting on behalf of the **prescribed customer**, notifies the **licensee** that a person residing at the **supply address** requires a **life support system**, then the **licensee** must make immediate arrangements to:
- (a) disable the **self-disconnection** feature of the **prepayment meter system** at no cost to the **prescribed customer**
 - (b) register the **supply address** as a **life support system** address and the date from which a **life support system** is required on a **life support register** developed and maintained by the **licensee**
 - (c) give the **prescribed customer** a faults and emergencies telephone contact number, and
 - (d) not arrange for the disconnection of that **supply address** while a person continues to reside at that address and requires the use of a **life support system**
- pending receipt of appropriate medical confirmation and the determination of the application.
- 1.10.2 A **prescribed customer** who has been identified to the **licensee** as requiring a **life support system** must be provided with at least 50 **business days** to provide the **licensee** with the necessary medical confirmation. If the **prescribed customer** requests an extension to this time, the **licensee** must give the **prescribed customer** at least an additional 25 **business days** to provide the medical confirmation.
- 1.10.3 The following information is required for the purposes of medical confirmation:
- (a) the **prescribed customer's supply address**
 - (b) the date from which the **prescribed customer** requires supply of electricity at the **supply address** for the purposes of the **life support system**, and

- (c) dated medical confirmation by a **medical practitioner** of the type/s of **life support systems** required at the relevant **supply address**, which must fall within the definition of **life support system**.
- 1.10.4 A medical certificate containing the information under clause 1.10.3 will meet the information requirements for medical confirmation.
- 1.10.5 Following receipt of medical confirmation that a person residing at the **prescribed customer's supply address** requires a **life support system**, the **licensee** must for as long as this person resides at the **supply address**:
- (a) maintain the disablement of the **self-disconnection** feature of the **prepayment meter system** at no cost to the **prescribed customer**
 - (b) maintain the registration of the **supply address** as a **life support system** address and the date from which a **life support system** is required on a **life support register** developed and maintained by the **licensee**
 - (c) give the **prescribed customer** a faults and emergencies telephone contact number, and
 - (d) not arrange for the disconnection of that **supply address** while the person continues to reside at that address and requires the use of a **life support system**.

1.11 Cessation of requirement for life support system

- 1.11.1 The **licensee** may request that a **prescribed customer** whose **supply address** has been registered under clause 1.10 inform the **licensee** if the person for whom the **life support system** is required vacates the **supply address** or no longer requires the **life support system**.
- 1.11.2 The **licensee** may rely on written advice received from a **medical practitioner** or hospital that a **life support system** is no longer required at the **supply address** notwithstanding that a **prescribed customer** has not provided the information under clause 1.11.1.

2 Requirements for prepayment meter systems

2.1 Customer consultation

- 2.1.1 The **licensee** must establish, or belong to, a Prepayment Meter Customer Consultation Group with membership drawn from **prescribed customers** and South Australian consumer groups.
- 2.1.2 Information about the meetings and activities of the Prepayment Meter Customer Consultation Group must be detailed and maintained on the **licensee's** website.
- 2.1.3 The **licensee** must maintain its membership of the Prepayment Meter Customer Consultation Group while it operates a **prepayment metering system**.

2.2 Customer enquiries and complaints

- 2.2.1 The **licensee** must, prior to commencing to sell electricity to **prescribed customers** under **prepayment meter standard terms and conditions**, establish and maintain an enquiry, complaints and emergency telephone service to provide information, advice and assistance about the operation of the **licensee's prepayment meter system**.

2.3 System Display

- 2.3.1 The **prepayment meter system** must display:
- (a) the financial balance of the **prepayment meter system**, accurate as to within \$1.00 of the actual balance;
 - (b) whether the **prepayment meter system** is operating in normal credit, **emergency credit** or **friendly credit** mode; and
 - (c) recent consumption information (for example, previous day, week and month) in both kW and dollars.

2.4 Disconnection times

- 2.4.1 The **prepayment meter system** must only disconnect supply to a **prescribed customer** during **default disconnection times**. **Default disconnection times** are between the hours of 10.00am and 3.00pm on weekdays except public holidays. Those times outside of **default disconnection times** are **protected periods** for the purposes of **self-disconnection**.
- 2.4.2 Where a **prescribed customer's emergency credit** is exhausted during a **protected period**, **friendly credit** must be made available to the **prescribed customer** until either the **prescribed customer** tops-up their **prepayment meter system** account balance or the **protected period** concludes.

2.5 Recommencement of supply

- 2.5.1 Where supply has been **self-disconnected** through the **prepayment meter system**, the **prepayment meter system** must be capable of recommencing supply as soon as information is communicated to the **prepayment meter system** that a payment to the **prepayment meter system** account has been made which brings the **prescribed customer's** balance into credit.

2.6 Emergency credit

- 2.6.1 The **prepayment meter system** must provide an amount of **emergency credit** not less than \$10 (or such other amount as is approved by the **Commission** from time to time).

2.7 Identifying disconnections

- 2.7.1 The **prescribed licensee's prepayment meter system** must be capable of identifying to the **licensee** every instance on which a **prescribed customer** has **self-disconnected** and the duration of that disconnection.

2.8 Payment difficulties and hardship

- 2.8.1 Where a **prescribed customer**, or a third party on behalf of the **prescribed customer**, informs the **licensee** in writing, in person or by telephone that the **prescribed customer** is experiencing payment difficulties, or the **licensee's prepayment meter system** identifies to the **licensee** in accordance with clause 2.7 that a **prescribed customer** has **self-disconnected** three or more times in any three-month period for longer than 240 minutes on each occasion, the **licensee** must contact the **prescribed customer** as soon as is reasonably practicable to:
- (a) make reasonable enquiries to identify the reason(s) for the **self-disconnections**
 - (b) provide information about, and a general description of, the standard terms and conditions options available to the **prescribed customer**
 - (c) provide information about and referral to State Government assistance programmes
 - (d) provide current information on independent financial and other relevant counselling services, and
 - (e) provide general electricity efficiency advice and/or referral to an electricity efficiency advice service.

2.9 Recharge facilities, times and locations

- 2.9.1 The **licensee** must ensure that it has in place facilities for a **prescribed customer** to make payments in relation to the **prepayment meter system** account by at least one of the following methods, including outside of 9am to 5pm, Monday to Friday and when the customer has **self-disconnected**:
- (a) by cash, at a minimum of two locations which are readily accessible to the **prescribed customer**, one of which is open between 9.00am and 5.00pm on any day of the week (including Saturdays, Sundays and public holidays (excluding Christmas Day)); or
 - (b) by a 24-hour, 7 days a week telephone service, using credit card, debit card, electronic funds transfer or any other telephone payment method which is acceptable to the **licensee** and agreed to by the **prescribed customer**, or
 - (c) by a 24-hour 7 days a week electronic or other payment method which is acceptable to the **licensee** and agreed to by the **prescribed customer**.
- 2.9.2 At least one recharge method must be free of any transaction, or other, fees.

2.10 Minimum Payment

- 2.10.1 The **licensee** must ensure the minimum amount that the **prescribed customer** can pay in relation to the **prepayment meter system** account is \$10.00 or less.

2.11 Variation of charges

- 2.11.1 A variation in the tariff rate or charge applying to a **prescribed customer** under the **prepayment meter standard terms and conditions**, may only be imposed if notice of new rates or charges is provided to the **prescribed customer** at least 60 **business days** before the variation takes effect.
- 2.11.2 Notice must be given in accordance with the method outlined in the **prepayment meter standard terms and conditions**.

2.12 System Testing

- 2.12.1 Where a **prescribed customer** requests that the whole or part of the **prepayment meter system** be checked or tested, the **licensee** must, within 24 hours, make arrangements for one or more of the following:
- (a) a check of the **metering data**;
 - (b) a check or test of the **prepayment meter system** or
 - (c) a check or test by the **responsible person** for the meter installation at the **prescribed customer's connection point**.
- 2.12.2 If a **prepayment meter system** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with clause 2.12.1, the **licensee** must:
- (a) correct any overcharging or undercharging in accordance with clauses 2.13 and 2.14
 - (b) make arrangements to replace or repair the **prepayment meter system** within 24 hours, and
 - (c) advise the **prescribed customer** of the existence of its dispute resolution processes available to the customer.
- 2.12.3 If a **prepayment meter system** is found to be accurate and operating correctly, the **prescribed customer** must pay the **licensee** the **licensee's** reasonable charge, as set out in the **prepayment meter standard terms and conditions**, for any checks or tests undertaken in accordance with clause 2.12.1.

2.13 Overcharging

- 2.13.1 Where a **prescribed customer** has been overcharged as a result of an act or omission of the **licensee**, the **licensee** must inform the **prescribed customer** of that overcharging within 10 **business days** of the **licensee** becoming aware of that overcharging and:
- (a) ask the **prescribed customer** for instructions as to whether the amount should be:
 - (i) repaid to the **prescribed customer** or
 - (ii) added to the balance of the **prepayment meter system** account.
 - (b) where the **licensee** asks for instructions from a **prescribed customer** under (a) and no instructions are provided by the **prescribed customer** within 20 **business days**, the **licensee** must add to the balance of the **prepayment meter system** account the amount overcharged to the **prescribed customer**.

2.14 Undercharging

- 2.14.1 Where the **licensee** has undercharged a **prescribed customer** as a result of an act or omission of the **licensee**, the **licensee** must inform the **prescribed customer** within 10 **business days** of becoming aware of that undercharging and at that time indicate the amount undercharged and whether or not it proposes to recover from the **prescribed customer** the amount undercharged.
- 2.14.2 Where the **licensee** proposes to recover an amount undercharged as a result of the **licensee's** error, the **licensee** must:
- (a) limit the amount to be recovered to the amount undercharged in the 12 months prior to informing the **prescribed customer** of the undercharging
 - (b) provide details and explanation of the amount to be recovered
 - (c) not charge the **prescribed customer** any interest on the amount, and
 - (d) offer the **prescribed customer** time to pay the amount undercharged, by agreed instalments, over a period nominated by the **prescribed customer** being no longer than the period during which the undercharging occurred (if the undercharging occurred over a period of less than 12 months) or in any other case 12 months.

2.15 Illegal Electricity Use

- 2.15.1 Despite clause 2.14, if the **licensee** has undercharged or not charged a **prescribed customer** as a result of the **prescribed customer's** fraud or intentional consumption of electricity otherwise than in accordance with **applicable regulatory instruments**, the **licensee** may estimate the consumption for which the **prescribed customer** has not paid and may charge the **prescribed customer** for all of the unpaid amounts by agreed instalments over a period nominated by the **licensee** being no shorter than the period during which the illegal energy use occurred.

Schedule 2 – Part 1 – Definitions

In this Schedule:

applicable regulatory instrument means any Act or regulatory instrument made under an Act, or any industry code, guideline or regulatory instrument issued by the **Commission** that applies to the **licensee**

business day means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia

Commission means the Essential Services Commission established under the Essential Services Commission Act 2002.

connection point means the agreed point of connection between a **prescribed customer's** electricity and the distribution network.

distributor means the holder of a licence to operate an electricity distribution network under the Electricity Act 1996

emergency credit means that credit that is available to a **prescribed customer** when their **prepayment meter system** account balance is exhausted

friendly credit is credit that is automatically used when a **prescribed customer's emergency credit** is exhausted during the **protected period**

Industry Ombudsman means the ombudsman appointed under the scheme approved by the **Commission** in accordance with the **licensee's** licence (as applicable).

life support customer means a **prescribed customer** who is a registered user of a **life support system** with the **licensee**

life support system means:

- (a) an oxygen concentrator, or
- (b) an intermittent peritoneal dialysis machine, or
- (c) a chronic positive airways pressure respirator, or
- (d) medically required heating or cooling (a **prescribed customer** must be eligible for the **medical heating and cooling concession** to be a **life support customer** under this definition), or
- (e) a nebuliser, or
- (f) a kidney dialysis machine, or
- (g) a ventilator for life support, or
- (h) other equipment as notified by the **Commission** from time to time.

medical heating and cooling concession means the South Australian Medical Heating and Cooling Concession Scheme provided by the Department of Human Services SA

medical practitioner means a person registered under the *Health Practitioner Regulation National Law* to practise in the medical profession (other than as a student)

metering data has the meaning given that term in the National Electricity Code

office holder means a director and/or secretary, or a person who makes or participates in making decisions that affect a substantial part of the business of the **licensee**, who has the capacity to significantly affect the corporation's financial standing and/or a person whose instructions the **licensee's** directors must act in accordance with (excluding advice given in a professional capacity or as part of a business relationship with the directors or the **licensee**)

payment splitting arrangement means an arrangement where a **prescribed customer** who owes an **emergency credit** debt and / or **friendly credit** debt to the **licensee** agrees to allow a proportion of each top-up amount to be used to pay down that debt

prepayment meter system means a device, componentry, software or other mechanism associated with a metering installation at a **prescribed customer's connection point** which operates to permit the flow of **energy** through the **meter** when activated by a card, code or some other method.

prepayment meter standard terms and conditions means **standard terms and conditions** between the **licensee** and a **prescribed customer** under which the **prescribed customer** purchases **energy** by means of a **prepayment meter system**

prescribed customer has the same meaning as is given to that term in regulation 17A of the Electricity (General) Regulations 2012

protected period means that period where a **prescribed customer** cannot experience **self-disconnection** in accordance with clause 2.4 of this schedule

responsible person has the meaning given to that term in the National Electricity Code

self-disconnection means the interruption to supply because a **prepayment meter system** has no credit available and includes an interruption to supply because the **prepayment meter system** has no **emergency credit** available

standard meter is a meter that operates as a post-payment meter

supply address has the meaning given to it in this licence.

ANNEXURE 1

Retail Services

LOCATIONS
Amata
Blinman
Cockburn
Glendambo
Indulkana
Iwantja
Kalka
Kaltjiti
Kanpi
Kingoonya
Mannahill
Marla
Marree
Mimili
Murputja
Nundroo
Nyapari
Oak Valley
Oodnadatta
Parachilna
Pipalyatjara
Pukatja
Umuwa
Watinuma
Yalata
Yunyarinyi

ANNEXURE 2

Distribution Networks

LOCATIONS
Iron Knob
Pimba
Oodnadatta
Parachilna
Marla
Marree
Nundroo
Glendambo
Kingoonya
Mannahill
Blinman
Cockburn
Lands under the care and control of the: <ul style="list-style-type: none">• Anangu Pitjantjatara Yunkunytjatara• Maralinga Tjarutja, and• Aboriginal Lands Trust
A distribution system comprising 11kV overhead power lines from the Geodynamics Habanero geothermal power station in the Cooper Basin to the Innamincka township; and 11kV and 415V distribution mains in the township of Innamincka

ANNEXURE 3

Generation Plant

LOCATIONS	MAXIMUM DIESEL/LPG CAPACITY	MAXIMUM SOLAR PHOTOVOLTAIC CAPACITY	MAXIMUM BATTERY STORAGE CAPACITY
Amata	1,500kW	N/A	N/A
Blinman	300kW	150kW	150kW
Glendambo	500kW	250kW	250kW
Kingoonya	300kW	150kW	150kW
Manna Hill	200kW	100kW	175kW
Maree	750kW	500kW	500kW
Marla	500kW	250kW	250kW
Murputja	750kW	250kW	250kW
Nundroo	500kW	250kW	250kW
Oak Valley	750kW	250kW	250kW
Oodnadatta	750kW	500kW	500kW
Parachilna	250kW	100kW	100kW
Pipalyatjara	1,000kW	500kW	500kW
Umawa	5,500kW	3,000kW	2,000kW
Yalata	1,250kW	750kW	750kW



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