

Appendix A1

GUIDELINES FOR DOMESTIC CONTRACTS FOR DELIVERED ELECTRICITY (INTERPOSED)¹

Scope of application

1. These guidelines apply to Interposed Domestic Contracts.

Code

2. Interposed Domestic Contracts must comply in all respects with the Code.

Application

3. Interposed Domestic Contracts must set out the period within which the Retailer will respond to the Consumer's application.²
4. Interposed Domestic Contracts must set out either:
 - (a) the Retailer's acceptance criteria; or
 - (b) where the Consumer can obtain a copy of the Retailer's acceptance criteria.³

Formation of contract⁴

5. Any statement in an Interposed Domestic Contract about the point at which a contract is formed with the Consumer must be accurate and not misleading. In particular, the EC's view of the law is that the taking of electricity prior to receiving notice of the terms of the Retailer's Interposed Domestic Contract cannot create a contract on the terms of such an Interposed Domestic Contract.
6. Interposed Domestic Contracts may provide that, once formed, the contract applies retrospectively from when the Consumer first used electricity supplied by the Retailer to the relevant property.
7. Interposed Domestic Contracts must contain a clause no less favourable to the Consumer than clause 6.

¹ Clause references in this Appendix A1 are to clauses in the Model Interposed Domestic Contract. Footnotes have been included to show which clauses of the Model Interposed Domestic Contract reflect each paragraph of the guidelines (except where the paragraph itself refers to the relevant clauses). Capitalised terms in this appendix have the meaning given in the main body of this paper.

² Clause 1.1

³ Clause 2

⁴ Clauses 3-5

Protection of information

8. Interposed Domestic Contracts must provide that the Consumer's agreement is required before the Retailer is entitled to use or disclose for market research purposes information collected from the consumer.⁵

Performance commitments

9. Subject to paragraph 10 of these guidelines, Interposed Domestic Contracts must include provisions no less favourable to the Consumer than clauses 21 to 23. Note that, in addition to being free to specify the values for the matters in square brackets in those clauses, the Retailer may also change the unit of measure (i.e. seconds, minutes, hours, Working Days, etc).
10. To the extent that:
 - a. the Retailer's ability to meet any performance commitments under clauses 21 to 23 depends on performance by a Distributor; and
 - b. the Retailer has used reasonable endeavours to obtain performance commitments from the Distributor in respect of such matters but the Distributor has refused to provide such performance commitments,

then the Retailer shall not be obliged to include in its Interposed Domestic Contract provisions as favourable to the Consumer as clauses 21 to 23.

Prices and fees

11. Where the Consumer chooses a price plan which requires an additional meter, or which requires changes to any meter or other equipment, the Retailer must advise the Consumer of any additional costs involved when the Consumer chooses the price plan.⁶
12. Interposed Domestic Contracts must contain clauses no less favourable to the Consumer than clauses 32 and 33.

Invoices and payment

13. The Retailer must send the Consumer an invoice for the Consumer's actual or estimated electricity use at least every month unless the Consumer's price plan provides otherwise.⁷
14. If the Consumer's price plan includes fixed charges, the Retailer's invoice must itemise these fixed charges separately.⁸

⁵ Clauses 15.5 and 19.4

⁶ Clause 25

⁷ Clause 34

⁸ Clause 36

15. Except where the Consumer's electricity use is measured by a prepayment meter and as a result it is impracticable to comply with this paragraph, the Retailer must advise the Consumer in each invoice of the amounts of each of the following charge components:
 - a. the Retailer's charges for electricity supplied to the Consumer; and
 - b. the Distributor's charges for lines services to the Consumer.⁹
16. The Retailer's invoice must include the name of the Distributor, unless the Consumer's electricity use is measured by a pre-payment meter and as a result it is impracticable to provide such information.¹⁰
17. Interposed Domestic Contracts must not contain a clause which requires the Consumer to pay an amount which is genuinely in dispute.¹¹
18. If an Interposed Domestic Contract allows the Retailer to transfer the Consumer's debt from a previous account to a current account, the Interposed Domestic Contract must contain a provision no less favourable to the Consumer than clause 49.
19. The Retailer must offer the Consumer a pre-payment option. For the avoidance of doubt, this does not require the Retailer to offer the Consumer a prepayment meter.¹²
20. If the prepayment option involves a prepayment meter and, as a result, the electricity supplied to the Consumer will cost more than under other payment options, the Retailer must inform the Consumer when it offers the prepayment option.¹³
21. The Retailer must inform the Consumer when it offers the prepayment option of any costs involved in installing a prepayment meter.¹⁴
22. The Retailer must make details of service fees easily available to the Consumer.¹⁵
23. The Retailer must show details of any prompt payment discount in each invoice to the Consumer.¹⁶
24. The Retailer must offer the Consumer options for the method of repayment of overcharged amounts.¹⁷

⁹ Clause 38

¹⁰ Clause 39

¹¹ Clause 47

¹² Clause 53

¹³ Clause 54

¹⁴ Clause 55

¹⁵ Clause 57

¹⁶ Clause 58

25. Interposed Domestic Contracts must contain provisions no less favourable to the Consumer than clauses 61 to 64.

Bonds

26. The Retailer must not require the Consumer to pay a bond or bonds exceeding \$150 in aggregate.¹⁸
27. Interposed Domestic Contracts must include a provision no less favourable to the Consumer than clause 70.

Meters

28. Interposed Domestic Contracts must include provisions no less favourable to the Consumer than clauses 76 to 78 and 87 to 99.

Access

29. The Retailer must make its policies for holding, transferring or disposing of keys or other means of access to the Consumer's premises easily available to the Consumer.¹⁹

Customer service lines

30. If the Retailer agrees to repair the Consumer's customer service lines (i.e. the Lines that convey electricity between the Consumer's point of connection and the Consumer's premises), the Retailer must advise the Consumer of the cost involved before carrying out the repair.²⁰

Supply of electricity

31. Interposed Domestic Contracts must include provisions no less favourable to the Consumer than clauses 123 and 124.
32. The Retailer must notify the Consumer of the time and expected duration of unplanned outages as soon as reasonably practicable.²¹
33. If the Consumer's electricity supply is interrupted for any reason, the Retailer must restore the Consumer's electricity supply as soon as reasonably practicable.²²

¹⁷ Clause 60.2

¹⁸ Clause 68

¹⁹ Clause 104

²⁰ Clause 121

²¹ Clause 127

²² Clause 128

34. If the Consumer's electricity supply is disconnected, once the Consumer has satisfied the requirements for reconnection the Retailer must restore the Consumer's electricity supply as soon as reasonably practicable.²³

Liability and compensation

35. Interposed Domestic Contracts must include clauses no less favourable to the Consumer than clauses 145 and 146.

Termination

36. Interposed Domestic Contracts must not include any provisions allowing the Retailer to terminate the contract other than for material breach of the contract by the Consumer.²⁴

Assignment

37. The Retailer must notify the Consumer of a transfer or assignment of the Retailer's rights and obligations under an Interposed Domestic Contract.²⁵

²³ Clause 139

²⁴ Clause 152

²⁵ Clause 173

