

Appendix B1

GUIDELINES FOR DOMESTIC CONTRACTS FOR DELIVERY ONLY¹

Scope of application

1. These guidelines apply to Domestic Contracts where the Distributor contracts with the Consumer to provide the Consumer with line services (Delivery Only Domestic Contracts).

Code

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

Formation of contract²

3. Any statement in a Delivery Only 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 lines services prior to receiving notice of the terms of the Distributor's Delivery Only Domestic Contract cannot create a contract on the terms of such a Delivery Only Domestic Contract.
4. Delivery Only Domestic Contracts may provide that, once formed, the contract applies retrospectively from when the Consumer first used electricity supplied through lines services provided by the Distributor to the relevant property.
5. Delivery Only Domestic Contracts must contain a clause no less favourable to the Consumer than clause 4.

Protection of information

6. Delivery Only 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.³

Performance commitments

7. Delivery Only Domestic Contracts must include provisions no less favourable to the Consumer than clauses 23 to 25. Note that, in addition to being free to specify the values for the figures in square brackets in those clauses, the Distributor may also change the unit of measure (i.e. seconds, minutes, hours, Working Days, etc).

¹ Clause references in this Appendix B1 are to clauses in the Model Delivery Only Domestic Contract. Footnotes have been included to show which clauses of the Model Delivery Only 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 Clauses 1 to 3

³ Clauses 17.5 and 21.4

Prices and fees

8. Where the Consumer chooses a price plan which requires an additional meter, or which requires changes to any meter or other equipment, the Distributor must advise the Consumer of any additional costs involved when the Consumer chooses the price plan.⁴

Invoices and payment

9. The Distributor must arrange for an invoice to be sent to the Consumer at least every month unless the Consumer's price plan provides otherwise.⁵
10. If the Consumer's price plan includes fixed charges, invoices to the Consumer must itemise these fixed charges separately.⁶
11. Where the Distributor's charges are included in the Retailer's invoice (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 Distributor must ensure that the Consumer is advised 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 Consumer⁷.
12. Delivery Only Domestic Contracts must not contain a clause which requires the Consumer to pay an amount which is genuinely in dispute.
13. If a Delivery Only Domestic Contract allows the Distributor to transfer the Consumer's debt from a previous account to a current account, the Delivery Only Domestic Contract must contain a provision no less favourable to the Consumer than clause 48.
14. The Distributor must offer, or must require the Retailer to offer, the Consumer a pre-payment option. For the avoidance of doubt, this does not require the Distributor to offer the Consumer a prepayment meter.⁸
15. If the prepayment option involves a prepayment meter and, as a result, the lines services supplied to the Consumer will cost more than under other payment options, the Distributor must inform, or must ensure that the Retailer informs, the Consumer when it offers the prepayment option.⁹

⁴ Clause 27

⁵ Clause 33

⁶ Clause 34

⁷ Clause 37

⁸ Clause 52

⁹ Clause 53

16. The Distributor must inform, or must ensure that the Retailer informs, the Consumer in advance of the costs involved in installing a prepayment meter.¹⁰
17. The Distributor must make details of service fees easily available to the Consumer.¹¹
18. The Distributor must show details of any prompt payment discount in each invoice to the Consumer.¹²
19. The Distributor must offer the Consumer options for the method of repayment of overcharged amounts.¹³
20. Delivery Only Domestic Contracts must contain provisions no less favourable to the Consumer than clauses 60 to 63.

Bonds

21. The Distributor must not require the Consumer to pay a bond or bonds exceeding \$75 in aggregate.¹⁴
22. Delivery Only Domestic Contracts must include a provision no less favourable to the Consumer than clause 70.

Meters

23. Delivery Only Domestic Contracts must include provisions no less favourable to the Consumer than clauses 77, 78 and 85 to 87.

Access

24. The Distributor 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.¹⁵

Customer Service Lines

25. If the Distributor 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 Distributor must advise the Consumer of the cost involved before carrying out the repair.¹⁶

¹⁰ Clause 55

¹¹ Clause 56

¹² Clause 57

¹³ Clause 59.2

¹⁴ Clause 68

¹⁵ Clause 92

¹⁶ Clause 108

Supply of electricity

26. Delivery Only Domestic Contracts must include provisions no less favourable to the Consumer than clauses 110 and 111.
27. The Distributor must notify the Consumer of the time and expected duration of unplanned outages as soon as reasonably practicable.¹⁷
28. If the Consumer's electricity supply is interrupted for any reason, the Distributor must restore the Consumer's electricity supply as soon as reasonably practicable.¹⁸
29. If the Consumer's electricity supply is disconnected, once the Consumer has satisfied the requirements for reconnection the Distributor must restore the Consumer's electricity supply as soon as reasonably practicable.¹⁹

Termination

30. Delivery Only Domestic Contracts must not include any provisions allowing the Distributor to terminate the contract other than for material breach of the contract by the Consumer²⁰.

Assignment

31. The Distributor must notify the Consumer of a transfer or assignment of the Distributor's rights and obligations under a Delivery Only Domestic Contract.²¹

¹⁷ Clause 114

¹⁸ Clause 115

¹⁹ Clause 126

²⁰ Clause 137

²¹ Clause 174