

Appendix C1

GUIDELINES FOR DOMESTIC CONTRACTS FOR ELECTRICITY ONLY¹

Scope of application

1. These guidelines apply to Domestic Contracts where the Retailer contracts with the Consumer to provide the Consumer with electricity only (Electricity Only Domestic Contracts) and the Consumer contracts separately with the Distributor for the provision of line services.

Code

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

Application

3. Electricity Only Domestic Contracts must set out the period within which the Retailer will respond to the Consumer's application.²
4. Electricity Only Domestic Contract 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 Electricity 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 electricity prior to receiving notice of the terms of the Retailer's Electricity Only Domestic Contract cannot create a contract on the terms of such an Electricity Only Domestic Contract.
6. Electricity Only 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. Electricity Only Domestic Contracts must contain a clause no less favourable to the Consumer than clause 6.

¹ Clause references in this Appendix C1 are to clauses in the Model Electricity Only Domestic Contract. Footnotes have been included to show which clauses of the Model Electricity Only Domestic Contract reflect each paragraph of the guidelines (except where the paragraph itself refers to the relevant clause). 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. Electricity 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.⁵

Performance commitments

9. Subject to paragraph 10 of these guidelines, Electricity Only 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 Electricity Only 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. Electricity Only 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. If the Retailer's invoice includes the Distributor's charges then (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 Consumer⁹.
16. If the Retailer's invoice includes the Distributor's charges, the 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. Electricity Only Domestic Contracts must not contain a clause which requires the Consumer to pay an amount which is genuinely in dispute.
18. If an Electricity Only Domestic Contract allows the Retailer to transfer the Consumer's debt from a previous account to a current account, the Electricity Only Domestic Contract must contain a provision no less favourable to the Consumer than clause 50.
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.¹¹
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.¹²
21. The Retailer must inform the Consumer when it offers the prepayment option of any costs involved in installing a prepayment meter.¹³
22. The Retailer must make details of service fees easily available to the Consumer.¹⁴
23. The Retailer must show details of any prompt payment discount in each invoice to the Consumer.¹⁵

⁹ Clause 38

¹⁰ Clause 39

¹¹ Clause 54

¹² Clause 55

¹³ Clause 56

¹⁴ Clause 58

¹⁵ Clause 59

24. The Retailer must offer the Consumer options for the method of repayment of overcharged amounts.¹⁶
25. Electricity Only Domestic Contracts must contain provisions no less favourable to the Consumer than clauses 62 to 65.

Bonds

26. The Retailer must not require the Consumer to pay a bond or bonds exceeding \$75 in aggregate.¹⁷
27. Electricity Only Domestic Contracts must include a provision no less favourable to the Consumer than clause 71.

Meters

28. Electricity Only Domestic Contracts must include provisions no less favourable to the Consumer than clauses 77 to 79 and 88 to 100.

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.¹⁸

Customer Service Lines

30. ¹⁹If 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.

Supply of electricity

31. Electricity Only Domestic Contracts must include provisions no less favourable to the Consumer than clauses 116 and 117.
32. The Retailer must notify the Consumer of the time and expected duration of unplanned outages as soon as reasonably practicable.²⁰
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.²¹

¹⁶ Clause 61.2

¹⁷ Clause 69

¹⁸ Clause 105

¹⁹ Clause 114

²⁰ Clause 120

²¹ Clause 121

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.²²

Termination

35. Electricity Only Domestic Contracts must not include any provisions allowing the Retailer to terminate the contract other than for material breach of the contract by the Consumer²³.

Assignment

36. The Retailer must notify the Consumer of a transfer or assignment of the Retailer's rights and obligations under an Electricity Only Domestic Contract.²⁴

²² Clause 132

²³ Clause 143

²⁴ Clause 160