



Victoria Government Gazette

No. S 216 Wednesday 19 June 2013
By Authority of Victorian Government Printer

Electricity Industry Act 2000

ADVANCED METERING INFRASTRUCTURE (AMI TARIFFS) ORDER

The Governor in Council, under section 46D of the **Electricity Industry Act 2000**, makes the following Order:

1. Purpose

The purpose of this Order is to provide for the structure, taking effect and choice of AMI tariffs, transfer between and consent to AMI tariffs, assignment of AMI tariffs, customer access to data relating to the electricity consumption of that customer, information about comparative offers for the supply and sale of electricity at specified AMI tariffs and for other matters.

2. Definitions

In this Order:

Act means the **Electricity Industry Act 2000**;

AMI distribution tariff means an AMI tariff within the meaning of paragraph (b) of the definition of *AMI tariff* in section 46B of the Act where the electricity distributed or supplied is metered by advanced metering infrastructure that complies with the AMI Specifications Order;

AMI retail tariff means an AMI tariff within the meaning of paragraph (a) of the definition of *AMI tariff* in section 46B of the Act where the electricity supplied and sold is metered by advanced metering infrastructure that complies with the AMI Specifications Order;

AMI Specifications Order means the Order in Council made on 12 November 2007 under sections 15A and 46D of the Act and published in the Victoria Government Gazette S286 on that day as amended by the Order in Council made on 25 November 2008 and published in the Victoria Government Gazette S314 on that day and as further amended from time to time;

business day means a day other than a Saturday or Sunday, or a public holiday appointed under the **Public Holidays Act 1993**;

contract offer means an offer by a retailer to sell, or supply and sell electricity to a small customer, and includes a standing offer;

cooling-off period means a period within which a domestic customer is entitled under an electricity contract to cancel the contract;

customer means a person other than another retailer, who buys or proposes to buy electricity from a retailer;

distribution determination has the same meaning as it has in the National Electricity (Victoria) Law;

distribution system has the same meaning as it has in the National Electricity (Victoria) Law;

distributor means a distribution company;

domestic customer means a customer who purchases electricity principally for personal, household or domestic use at a supply point;

electricity contract means a contract for the sale, or supply and sale of electricity by a retailer to a small customer;

electricity network service has the same meaning as it has in the National Electricity (Victoria) Law;

Energy Retail Code means the document of that name, version 10 dated May 2012, published by the Commission as amended and in force from time to time;

SPECIAL

explicit informed consent has the same meaning as it has in the Energy Retail Code;

flat AMI distribution tariff means an AMI distribution tariff where the component rates of that tariff do not vary by reference to:

- (a) the time of day;
- (b) the amount of electricity distributed or supplied during the day;
- (c) temperature, whether actual or forecast; or
- (d) other characteristics that vary during the day.

Notes: 1. Paragraph (b) does not exclude block tariffs from being flat AMI distribution tariffs;
2. The definition does not exclude from being flat AMI distribution tariffs, tariffs that vary seasonally.

flat AMI retail tariff means an AMI retail tariff where the component rates of that tariff do not vary by reference to:

- (a) the time of day;
- (b) the amount of electricity supplied or sold during the day;
- (c) temperature, whether actual or forecast; or
- (d) other characteristics that vary during the day.

Notes: 1. Paragraph (b) does not exclude block tariffs from being flat AMI retail tariffs;
2. The definition does not exclude from being flat AMI retail tariffs, tariffs that vary seasonally.

flexible AMI distribution tariff means an AMI distribution tariff that is not a flat AMI distribution tariff and that was or is first made available from 1 January 2013;

flexible AMI retail tariff means an AMI retail tariff that is not a flat AMI retail tariff and that was or is first made available from 24 June 2013;

generally available contract offer means a contract offer by a retailer that is:

- (a) widely available to most domestic customers or small business customers; and
- (b) not exclusive to a particular customer segment,

and includes any variation to such a contract offer.

Note: A contract offer that is not generally available is one that is offered only to a specific group of domestic customers or small business customers, for instance a targeted mail out.

interval metering data has the same meaning as it has in the National Electricity Rules;

metering installation has the same meaning as it has in the National Electricity Rules;

National Electricity Rules has the same meaning as it has in the National Electricity (Victoria) Law;

price comparator website means the *Switch On* website or other website operated by the Department of Primary Industries for the purposes of price comparison;

pricing proposal has the same meaning as it has in the National Electricity Rules;

reversion period means the period from the date of commencement of this Order to 31 March 2015;

small business customer means a customer who is not a domestic customer and whose aggregate consumption of electricity taken from a supply point is not, or in the case of a new supply point is not likely to be, more than 40 MWh per annum;

small customer means a domestic customer or small business customer;

supply point means in relation to a supply of electricity to a person, the point at which that supply of electricity last leaves the distribution system owned or operated by a distributor before being supplied to the person, whether or not the electricity passes through facilities owned or operated by any other person after leaving that point before being so supplied;

tariff class has the same meaning as the National Electricity Rules;

transition period means the period from the date of commencement of this Order to 31 December 2015.

3. Commencement

This Order commences on 1 July 2013.

4. Relevant Entity

- (1) As at the commencement of this Order, each distributor and retailer is a relevant entity.
- (2) Where, after the commencement of this Order, a person becomes:
 - (a) a distributor; or
 - (b) a retailer,the Commission must give notice to that person that it is a relevant entity and that person becomes a relevant entity from the date specified in that notice which date may be prior to the date of the notice.

5. Order does not derogate from other requirements

- (1) The Energy Retail Code applies to retailers and small customers subject to this Order.
- (2) Subject to clause 5(1), this Order does not derogate from any requirement imposed on a relevant entity as a condition of its licence, including any requirement to comply with codes or guidelines issued by the Commission.

6. Retailer must make a standing offer with a flat AMI retail tariff

The tariffs determined by a retailer for the purposes of section 35 of the Act must include at least one flat AMI retail tariff that is available to each domestic customer.

7. Domestic customers must opt-in to flexible AMI retail tariff

- (1) Subject to clause 7(3), a retailer must not sell, or supply and sell electricity to a domestic customer at a tariff that is a flexible AMI retail tariff unless:
 - (a) that customer has given explicit informed consent to that tariff being that flexible AMI retail tariff; and
 - (b) the retailer has, prior to that customer giving explicit informed consent, advised the customer, either in writing or orally:
 - (i) that the customer may exercise the right conferred on him or her pursuant to clause 8(1) to opt-out from that flexible AMI retail tariff; and
 - (ii) of:
 - (1) whether that customer may be, or is liable to pay a fee in accordance with clause 31(c)(i) of the Energy Retail Code as a result of the customer giving notice pursuant to clause 8(1) or otherwise exercising the rights conferred on the customer by clause 8; and
 - (2) the amount of that fee, or if that amount cannot reasonably be determined at the time of the giving of the advice by the retailer, the manner of calculation of the fee.
- (2) Clause 7(1) applies despite anything to the contrary in the electricity contract between the retailer and the domestic customer.
- (3) A customer may give explicit informed consent to a tariff that is a flexible AMI retail tariff where the date on which that tariff is to have effect is a date prior to the date on which the customer gives that consent but only where the explicit informed consent also extends to the tariff having such an effect.

Note: See also clause 8(8).

8. Domestic customers may opt-out of flexible AMI retail tariff during the reversion period*Opting-out from a flexible AMI retail tariff*

- (1) Subject to clause 8(3), during the reversion period, a domestic customer who:
 - (a) has given consent to a tariff that is a flexible AMI retail tariff; and
 - (b) was, immediately before he or she gave consent, not on a flexible AMI retail tariff,may, by written or oral notice to a retailer, require that retailer to cease sale, or supply and sale of electricity to him or her at the tariff that is a flexible AMI retail tariff and to commence instead:
 - (c) sale, or supply and sale at the AMI retail tariff that last applied before the retailer commenced sale, or supply and sale at the flexible AMI retail tariff (**the previously applying AMI retail tariff**); or
 - (d) if that previously applying AMI retail tariff has been replaced by or varied to another AMI retail tariff that would have applied to the customer had he or she not consented to the flexible AMI retail tariff (**the replacement AMI retail tariff**), sale or supply and sale at the replacement AMI retail tariff.
- (2) The domestic customer is not required in the notice to specify which relevant AMI retail tariff is to apply.
- (3) Clause 8(1) applies only in the following circumstances:
 - (a) the domestic customer has remained with the same retailer throughout the flexible AMI retail tariff period;
 - (b) the notice is given to that retailer;
 - (c) the notice is in relation to the same premises as those at which electricity has been sold, or supplied and sold to the customer by that retailer during the flexible AMI retail tariff period; and
 - (d) that retailer is, at the time the notice is given, still the retailer for electricity sold, or supplied and sold to the customer at those premises.
- (4) Subject to clause 8(6), a retailer must:
 - (a) comply with a notice given under clause 8(1); and
 - (b) apply the relevant AMI retail tariff to electricity sold, or supplied and sold to the domestic customer commencing from not later than 2 business days after receipt by the retailer of the notice.
- (5) The relevant AMI retail tariff that the retailer must apply may be an AMI retail tariff that is, or is otherwise:
 - (a) a closed tariff; or
 - (b) an open tariff.
- (6) A retailer is not obliged to comply with a notice given under clause 8(1) if:
 - (a) the configuration of the metering installation by means of which the electricity sold, or supplied and sold to the domestic customer under the flexible AMI retail tariff is metered, does not permit reversion to a relevant AMI retail tariff. A retailer must give written notice of that fact to a domestic customer if such is the case; or
 - (b) the notice results in a new or varied electricity contract and the domestic customer cancels that contract during the cooling-off period.

Limitation on charges – retailers

- (7) A retailer may not impose on a domestic customer any fee or charge as a result of that customer giving notice pursuant to clause 8(1) or otherwise exercising the rights conferred on him or her pursuant to this clause.
- (8) Clause 8(7) does not prevent a retailer from charging the domestic customer:
- (a) a fee determined in accordance with clause 31(c)(i) of the Energy Retail Code; and
 - (b) any other fee or charge that would be payable by the domestic customer independently of that customer:
 - (i) giving notice pursuant to clause 8(1); or
 - (ii) otherwise exercising the rights conferred on him or her pursuant to this clause.
- (9) To avoid doubt, clause 8(8) does not permit a retailer to charge, as a result of a domestic customer:
- (a) giving notice pursuant to clause 8(1); or
 - (b) otherwise exercising the rights conferred on him or her pursuant to this clause, the \$20 that would or might otherwise be permitted to be charged pursuant to clause 31(c)(ii) of the Energy Retail Code.

Miscellaneous

- (10) This clause has effect:
- (a) despite anything to the contrary in:
 - (i) the electricity contract; or
 - (ii) any other agreement or contract, between the domestic customer and the retailer; and
 - (b) notwithstanding that a new or varied electricity contract between the domestic customer and retailer is or may be required to be entered into.
- (11) In this clause:
- flexible AMI retail tariff period*** means the period commencing from immediately before the date the domestic customer gave consent to a flexible AMI retail tariff and ending on the date on which the customer gives notice pursuant to clause 8(1);
- relevant AMI retail tariff*** means:
- (a) the previously applying AMI retail tariff; or
 - (b) the replacement AMI retail tariff.
- the previously applying AMI retail tariff*** has the meaning given it by clause 8(1)(c);
- the replacement AMI retail tariff*** has the meaning given it by clause 8(1)(d).

9. Distributor's distribution tariffs must include a choice of AMI distribution tariff

- (1) The tariffs for each tariff class included by a distributor in a pricing proposal, where the customers of that tariff class may include domestic customers with advanced metering infrastructure, must include at least:
- (a) one flexible AMI distribution tariff; and
 - (b) one flat AMI distribution tariff.
- (2) For the purposes of clause 9(1) at least one flexible AMI distribution tariff included in a tariff class must be consistent with the common form distribution tariff structure set out in the Schedule.

10. Distributor to assign distribution tariffs to domestic customers in accordance with a retailer's direction*Transition period – direction a retailer may give*

- (1) During the transition period, a retailer may, by notice in writing, direct a distributor to assign to a domestic customer of that retailer an AMI distribution tariff from the tariff class applicable to that domestic customer.
- (2) A direction pursuant to clause 10(1) may not be given by a retailer unless the domestic customer has:
 - (a) a deemed contract with the retailer pursuant to section 39(1) of the Act;
 - (b) a deemed contract with the retailer pursuant to section 37 of the Act but only when that contract is varied; or
 - (c) first entered into with the retailer a new or varied electricity contract for sale of electricity at:
 - (i) an AMI retail tariff; or
 - (ii) a new or varied AMI retail tariff.
- (3) During the transition period and where a domestic customer has already been assigned an AMI distribution tariff, a distributor must not assign a different AMI distribution tariff to that domestic customer except:
 - (a) in accordance with a direction; or
 - (b) where the assignment is consequent on a change of tariff class and that change is in accordance with the provisions of the distribution determination that applies to the electricity network services provided by that distributor.

Reversion period – domestic customer giving notice pursuant to clause 8(1) – direction a retailer may give

- (4) During the reversion period, if:
 - (a) a retailer receives from a domestic customer notice pursuant to clause 8(1); and
 - (b) at the time that the notice is given by the domestic customer, that customer is on a flexible AMI distribution tariff,the retailer may, by notice in writing, direct a distributor to assign to that domestic customer an AMI distribution tariff in accordance with clause 10(5).
- (5) The distributor must assign pursuant to clause 10(4):
 - (a) the AMI distribution tariff that last applied before the distributor commenced distribution or supply to the domestic customer at the flexible AMI distribution tariff; or
 - (b) if that AMI distribution tariff has been replaced by or varied to another AMI distribution tariff that would have applied to the customer had distribution or supply to the domestic customer at the flexible AMI distribution tariff not commenced, that replacement or varied AMI distribution tariff.
- (6) The AMI distribution tariff that the distributor must assign pursuant to clause 10(5) may be an AMI distribution tariff that is, or is otherwise:
 - (a) a closed tariff; or
 - (b) an open tariff.

Distributor's obligations when a direction given

- (7) A distributor must assign an AMI distribution tariff in accordance with a direction except where:
- (a) the retailer neglects or fails to specify, or sufficiently specify in the notice the AMI distribution tariff to be assigned;
 - (b) the retailer neglects or fails to provide sufficient details in the notice to enable the distributor to identify:
 - (i) the domestic customer; or
 - (ii) the metering installation of that customer;
 - (c) in the case of a direction pursuant to clause 10(1), the AMI distribution tariff specified in the notice is no longer an open tariff; or
 - (d) otherwise the distributor reasonably determines that the AMI distribution tariff specified in the notice cannot be assigned to the domestic customer.
- (8) An AMI distribution tariff assigned in accordance with a direction must be applied to the electricity distributed and supplied to the domestic customer under that tariff commencing from not later than 2 business days after receipt by the distributor of the notice containing the direction except where:
- (a) the retailer giving the direction specifies in the notice that it is a retailer to whom the domestic customer has transferred from another retailer, in which case the AMI distribution tariff must be applied to the electricity distributed and supplied to that customer under that tariff commencing from the later of:
 - (i) the date of transfer of the customer; or

Note: The *Market Settlement and Transfer Procedures* published by AEMO pursuant to clause 7.2.8 of the National Electricity Rules make provision for the date of transfer, see *MSATS Procedures: CATS Procedure Principles and Obligations*.

 - (ii) 10 business days prior to receipt by the distributor of the notice containing the direction; or
- (b) the retailer in the notice specifies another date for the assignment to take effect, being a date later than the 2 business days.

Distributor's obligations when no direction given

- (9) Where a retailer has not given a direction and a domestic customer has not already been assigned an AMI distribution tariff, the distributor must:
- (a) assign an AMI distribution tariff in accordance with the provisions of the distribution determination that applies to the electricity network services provided by that distributor; but
 - (b) not assign to the domestic customer the flexible AMI distribution tariff referred to in clause 9(2).

Limitation on charges – distributors

- (10) A distributor may not impose on a retailer any fee or charge as a result of that retailer:
- (a) giving a direction; or
 - (b) otherwise exercising the rights conferred on the retailer pursuant to this clause.
- (11) Clause 10(10) does not prevent a distributor from charging the retailer any other fee or charge that would be payable by the retailer independently of that retailer:
- (a) giving a direction; or
 - (b) otherwise exercising the rights conferred on that retailer pursuant to this clause.

Miscellaneous

- (12) This clause has effect despite anything to the contrary:
- (a) in any agreement or contract between the retailer and a distributor; or
 - (b) in any agreement or contract between the distributor and the domestic customer.
- (13) This clause does not:
- (a) derogate from or limit any restriction or requirement imposed on a retailer pursuant to clauses 7 and 8; or
 - (b) limit any right given to a domestic customer by those clauses.
- (14) In this clause and unless the context otherwise requires:
assign includes re-assign;
direction means a direction pursuant to clause 10(1) or 10(4).

11. Distributors and retailers must make interval metering data available to small customers

- (1) This clause 11 applies where a small customer requests interval metering data for the purposes of the price comparator website.
- (2) A distributor or a retailer must, on request by a small customer, provide the customer with interval metering data in relation to that customer.

Note: The intention here is that, where a small customer requests interval metering data for the purposes of price comparator website, the distributor or retailer must provide all data streams associated with the small customer's connection point.

- (3) The distributor or retailer must:
- (a) provide interval metering data for at least 12 complete calendar months prior to the date of the request, where available; and
 - (b) use its best endeavours to provide that data within 10 business days of the date of the request or such other period as the customer and the distributor or the customer and the retailer (as the case may be) agree.
- (4) If at least 12 complete calendar months of interval metering data is not available, the distributor or retailer must provide as much interval metering data as the distributor or retailer is able to provide.
- (5) The distributor or retailer may impose a charge for provision of interval metering data but only if:
- (a) the request is not the first request made by the small customer within the preceding year; or
 - (b) the interval data relates to a period prior to the preceding two years.
- (6) The amount of the charge that a distributor or retailer may impose pursuant to clause 11(5) must be fair and reasonable having regard to the related costs incurred by the distributor or retailer.
- (7) In this clause:
small customer includes an entity authorised by a small customer and any rights conferred on the small customer by this clause may be exercised by that entity.

12. Retailers must submit information on generally available contract offers

- (1) For the purposes of the price comparator website, a retailer must submit information on each generally available contract offer for supply and sale of electricity at an AMI retail tariff:
- (a) using such website and template as the Minister in writing may from time to time specify; and

Note: The embedded price comparator online template on the Australian Energy Regulator Price Comparator website is one such template. The website is developed and made available pursuant to section 62 of the National Energy Retail Law.

- (b) within two business days of the offer or varied offer being made, unless the website specified by the Minister is down, in which case the retailer must submit information on the offer as soon as practicable after the website comes back online.
- (2) A retailer must:
 - (a) ensure that the information provided by it pursuant to clause 12(1) is current and accurate; and
 - (b) remove any expired offers not later than 2 business days after their expiry.

13. Direction to the Commission – amendment of instrument

The Commission must, as soon as practicable after the commencement of this Order, amend the Energy Retail Code so that it is consistent with this Order.

Dated 18 June 2013

Responsible Minister:

HON. NICHOLAS KOTSIRAS MP

Minister for Energy and Resources

MATTHEW McBEATH
Acting Clerk of the Executive Council

SCHEDULE

COMMON FORM DISTRIBUTION TARIFF STRUCTURE

Peak time^A: 3 pm to 9 pm weekdays
Shoulder times: 7 am to 3 pm weekdays
9 pm to 10 pm weekdays
7 am to 10 pm weekends
Off peak time: 10 pm to 7 am all days

^A All times are standard time except when summer time is in force in which case all times are summer time.

In this schedule *standard time* and *summer time* have the same meaning as they have in the **Summer Time Act 1972**.

This page was left blank intentionally

This page was left blank intentionally

bluestar * **PRINT**

The *Victoria Government Gazette* is published by Blue Star Print with the authority of the Government Printer for the State of Victoria

© State of Victoria 2013

This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act.

Address all enquiries to the Government Printer for the State of Victoria

Level 2, 1 Macarthur Street
Melbourne 3002
Victoria Australia

How To Order**Mail Order****Victoria Government Gazette**

Level 5, 460 Bourke Street
Melbourne 3000
PO Box 1957 Melbourne 3001
DX 106 Melbourne

**Telephone**

(03) 8523 4601

**Fax**

(03) 9600 0478

email

gazette@bluestargroup.com.au

**Retail & Mail Sales****Victoria Government Gazette**

Level 5, 460 Bourke Street
Melbourne 3000
PO Box 1957 Melbourne 3001

**Telephone**

(03) 8523 4601

**Fax**

(03) 9600 0478

**Retail Sales****Victorian Government Bookshop**

Level 20, 80 Collins Street
Melbourne 3000

**Telephone**

1300 366 356

**Fax**

(03) 9208 3316

Price Code A