

NT Electricity Retail Supply Code	
Clauses	Comments
<p>Introduction</p> <p>1.1 Authority</p> <p>1.1.1 This Code is made by the Commission under section 24 of the Act and in accordance with the authority granted to the Commission by Regulation 2A of the Utilities Commission Regulations.</p> <p>1.1.2 The Commission is authorised to make a code relating to retail supply in the electricity supply industry.</p> <p>1.1.3 Without limitation, the Code may deal with one or more of the following:</p> <ul style="list-style-type: none"> (a) transfer of customers between retailers; (b) credit support arrangements; (c) billing; (d) metrology; (e) service order arrangements; (f) retailer of last resort arrangements; and (g) dispute resolution. <p>1.1.4 In making this Code, the Commission has:</p> <ul style="list-style-type: none"> (a) sought to promote and achieve the object of the Act; (b) sought to promote and achieve the objects of the ERA; and (c) had regard to the matters listed in section 6(2) of the Act. 	No comments.
<p>Date of commencement</p> <p>1.2.1 This Code takes effect on and from the commencement date.</p>	No comments.
<p>1.3 Interpretation</p> <p>1.3.1 Unless the contrary intention is apparent:</p> <ul style="list-style-type: none"> (a) the Interpretation Act applies to the interpretation of this Code; (b) a reference in this Code to a document or a provision of a document includes an amendment or supplement to, or replacement of, or novation of, the document or provision; (c) a reference in this Code to a person includes the person's executors, administrators, successors, substitutes and permitted assigns; (d) words appearing in bold like this are defined in Schedule 1 of this Code. 	No comments.
<p>Application</p> <p>1.4.1 This Code applies to:</p> <ul style="list-style-type: none"> (a) a network provider; and (b) a retailer; and (c) the system controller; and (d) a generator; and (e) the Commission. 	No comments.

<p>Objectives</p> <p>1.5.1 The objective of this Code is to facilitate retail supply activities as a result of the introduction of Full Retail Contestability in the Northern Territory by establishing:</p> <p>(a) the arrangements for transferring customers between retailers;</p> <p>(b) the arrangements relating to prudential requirements and billing between the network providers, generators and retailers;</p> <p>(c) the arrangements between retailers and network providers for metrology;</p> <p>(d) retailer of last resort arrangements; and</p> <p>(e) a dispute resolution process for this Code.</p> <p>1.5.2 This Code acknowledges Other Applicable Laws and Codes in the Northern Territory that influence the rights and obligations of parties that this Code applies to as specified in clause 1.4.1 above. The ERA and the <i>Electricity Networks (Third Party Access) Act</i> are examples of Other Applicable Laws and Codes.</p>	<p>No comments.</p>
<p>Adding to or Amending this Code</p> <p>2.1 Variation or revocation by the Commission under the Act</p> <p>2.1.1 The Commission may at any time vary or revoke this Code in accordance with section 24 of the Act.</p> <p>2.2 Application by an electricity entity for variation or revocation</p> <p>2.2.1 An electricity entity may request that the Commission vary or revoke any part of this Code.</p> <p>2.2.2 Unless the Commission considers that the application has been made on trivial or vexatious grounds (in which case the Commission may reject the application without further notice) an application to vary or revoke any part of this Code will be dealt with by the Commission in accordance with this clause 2.</p>	<p>No comments.</p>
<p>2.3 Matters to which the Commission will have regard to in making a decision</p> <p>2.3.1 In deciding whether to vary or revoke this Code (or any part of this Code) under clause 2.1 and 2.2 above, or impose any additional or varied obligations on an electricity entity, the Commission will have regard to:</p> <p>(a) The objectives of this Code, as set out in clause 1.5; and</p> <p>(b) The matters listed in Section 6(2) of the Act.</p>	<p>No comments.</p>
<p>Prudential Requirements</p> <p>3.1 Prudential requirements between network providers and retailers</p> <p>3.1.1 A network provider may require a retailer to provide credit support up to the required network credits support amount.</p> <p>3.1.2 The required network credit support amount must be determined by the network provider in accordance with this Code and the Credit Support Guidelines and Methodology outlined in Appendix A.</p> <p>3.1.3 A network provider must include in a request to a retailer for credit support, a statement setting out the basis upon which it has determined the required network credit support amount.</p>	<p>QEnergy supports the NECF arrangements being applied in the Northern Territory.</p>
<p>Prudential requirements between generators and retailers</p> <p>3.2.1 A generator may require a retailer to provide credit support up to the required generation credit support amount.</p> <p>3.2.2 The required generation credit support amount may be determined by a generator in accordance with the following:</p> <p>(a) If the retailer or its parent company has an acceptable credit rating or is a fully owned subsidiary of the Australian Federal Government or an Australian State Government, the required generation credit support amount is NIL.</p> <p>(b) If the retailer is unable to satisfactorily demonstrate it meets the credit rating requirements set out in clause 3.2.2 (a), the required generation credit support amount shall be the greater of:</p>	<p>QEnergy does not support this clause.</p> <p>QEnergy:</p> <ul style="list-style-type: none"> • Understands that the Commission is concerned about retailer default and is attempting to balance the interests of the various parties; • Understands that there needs to be a mechanism that will provide comfort to PAWC Generation about

<p>(i) 2 times the retailer's forecast of its highest generation charges bill over the following 12 months which shall be updated half yearly; or</p> <p>(ii) 2 times the generator's record of the highest generation charges bill issued to the retailer over the previous 12 months which shall be updated half yearly; and provided the time period covered by the highest generation charges bill for the purposes of calculating the required generation credit support amount shall not be greater than one month.</p> <p>(c) Prior to obtaining generation services and by the 15th of December and 15th of June of each year a retailer must provide the generator with its forecast generation charges bill for each month of the following 12 months which shall have been calculated in good faith which will be utilised for the purposes of determining the required generation credit support amount under clause 3.2.2</p> <p>(d) Where the retailer has not provided its forecast of generation charges in accordance with clause 3.2.2 (b) and (c), the generator will calculate the generation charges bill in good faith which will be utilised for the purposes of determining the required generation credit support amount under clause 3.2.2</p> <p>(e) The generator shall provide the retailer with notice of its calculations and where additional credit support is required will allow the retailer not less than 20 business days to provide the additional credit support.</p>	<p>the credit worthiness of retailers; but</p> <ul style="list-style-type: none"> • Considers that the prudential arrangements set out in the Code do not adequately reflect arms-length arrangements between generators and retailers in a competitive market and will incentivize generation investment earlier than would otherwise be the case. <p>While the current one owner generation model in the Northern Territory would seem to support two months of charges being levied for prudential arrangements, a two owner model would quickly see this competed away as super-normal profit. The NTUC and policy makers should consider the extent to which these arrangements would incentivize QEnergy – or any other future retailer – to invest in generation ahead of when otherwise would be optimal for the NT market. Such a move would render part of PAWC's generation surplus and would lead to less than full cost recovery and inefficiencies in the market.</p> <p>While it may be difficult for Government to ignore PAWC Generation's arguments for more prudential cover than less, it is Government's role to establish arrangements that are efficient in the context of the long term NT electricity market. Prudential cover requiring two months of wholesale charges is not an efficient outcome and will lead to distortions.</p>
<p>.2.3 Where the retailer has provided credit support of more than 110% of the required generation credit support amount, the generator will return the excess credit support to the retailer within 20 business days upon being requested to do so in writing by the retailer. Where the form of the credit support provided by the retailer is not readily divisible by the generator, the generator shall only be obliged to return the excess credit support to the retailer when the retailer has taken all such actions as are necessary to enable the generator to return the excess credit support.</p>	<p>No comments.</p>
<p>3.2.4 Where the:</p> <p>(a) retailer has provided credit support of less than 90% of the required generation credit support amount; or</p> <p>(b) the retailer or its parent company have ceased to hold an acceptable credit rating; or</p> <p>(c) the credit support provided by the retailer has ceased to comply with the requirements of clauses 3.4.1 (a) or 3.4.1 (b); then the generator may require a retailer to increase the amount of the credit support to an amount not exceeding the required generation credit support amount, and the retailer must comply with that requirement within 20 business days. A generator may only set off from, apply or draw on the credit support (as the case may be) if:</p> <p>(a) the generator has given not less than 3 business days notice to a retailer that it intends to set off, apply or draw on the credit</p>	<p>No comments</p>

<p>support in respect of an amount due and payable by the retailer to the generator, and that amount remains outstanding; and</p> <p>(b) there is no dispute outstanding in relation to the retailer's liability to pay that amount.</p>	
<p>Failure to provide credit support</p> <p>3.3.1 Where the retailer has not provided the credit support required under this Code to the network provider, the network provider is under no obligation to commence providing network services to the retailer.</p> <p>3.3.2 Where the retailer has commenced taking network services from the network provider and has not provided the credit support required under this Code to the network provider, the network provider is required to notify the Commission, providing all necessary information for the Commission to make a determination as to whether to invoke a retailer of last resort event.</p> <p>3.3.3 Where the retailer has not provided the credit support required under this Code to the generator, the generator is under no obligation to commence providing generation services to the retailer.</p> <p>3.3.4 Where the retailer has commenced taking generation services from the generator and has not provided the credit support required under this Code to the generator, the generator is required to notify the Commission, providing all necessary information for the Commission to make a determination as to whether to invoke a retailer of last resort event.</p>	<p>No comments.</p>
<p>3.4 Form of credit support</p> <p>3.4.1 The form of the credit support shall be any combination of:</p> <p>(a) A bank guarantee that is:</p> <p>(i) in favour of the network provider or the generator and is unconditional and callable on demand; and</p> <p>(ii) issued by a financial institution supervised by the Australian Prudential Regulation Authority.</p> <p>(b) An unconditional guarantee or other form of irrevocable credit support that is:</p> <p>(i) in a form that is acceptable to the network provider or generator at their sole discretion; and</p> <p>(ii) issued by an entity with an acceptable credit rating.</p> <p>(c) Cash;</p> <p>(d) Such other forms of credit support that the network provider or the generator determines as being acceptable at its sole discretion.</p>	<p>QEnergy does not support this clause. Sub-Clause (d) appears to provide PAWC with the ability to establish a form of credit support that QEnergy may not be able to obtain. It is suggested that 3.4(d) be reworded to "Such other forms of credit support that the network provider or the generator agrees with the retailer as being acceptable".</p>
<p>Network Access</p> <p>4.1 Network access agreement</p> <p>4.1.1 The retailer and network provider must enter into a network access agreement consistent with the Northern Territory of Australia, Electricity Networks (Third Party Access) Act for the provision of network services and to coordinate matters including customer billing, fault reporting and notification of interruptions.</p> <p>4.1.2 The network provider will provide network access to a customer as required by the Northern Territory of Australia, Electricity Networks (Third Party Access) Act.</p> <p>4.1.3 The network provider must, subject to and in accordance with Northern Territory of Australia, Electricity Networks (Third Party Access) Act, provide customer connection services for the premises of a customer:</p> <p>(a) Who request those services; and</p> <p>(b) Whose premises are connected, or who is seeking to have those premises connected, to the network provider's distribution system; and</p> <p>(c) The customer connection services must be provided to a customer in accordance with the relevant network access agreement entered into between the network provider and the customer or retailer.</p>	<p>No comments.</p>
<p>5 Metrology</p> <p>5.1 Requirement for interval metering</p> <p>5.1.1 A retailer must not initiate a transfer unless the customer's exit point has an interval meter installed. For the avoidance of doubt,</p>	<p>QEnergy does not support this clause. This clause would remove competition for smaller customers.</p>

<p>a customer with an accumulation meter and unmetered installations may not be transferred to another retailer.</p> <p>5.1.2 The interval meter may be either manually or remotely read by the network provider.</p> <p>5.1.3 To the extent applicable, retailers and network providers must comply with the meter and meter data arrangements outlined in the Network Connection Technical Code.</p> <p>5.1.4 A retailer must not initiate a transfer if that customer is supplied electricity from an embedded network.</p>	<p>QEnergy considers that in the event that a customer has an accumulation meter installed, the customer should be informed by PAWC that they may choose their retailer but that a new interval meter will be required in order for them to do so.</p>
<p>Market Data</p> <p>6.1 Use of market data</p> <p>6.1.1 In marketing to a customer, a retailer must comply with the Privacy Act 1988 (Cth).</p> <p>6.1.2 A retailer must only use data for either or both of the following purposes:</p> <p>(a) to provide the customer with a quotation for the supply of electricity by the retailer; or</p> <p>(b) to initiate a transfer in relation to that customer.</p>	<p>No comments.</p>
<p>6.2 Market data procedures</p> <p>6.2.1 If under this Code a retailer or network provider sends a communication electronically, the retailer and network provider must first notify and confirm each other's electronic communication address(es).</p> <p>6.2.2 A retailer may submit a request for standing data to a network provider in relation to a customer by completing a standing data request form and submitting it to the network provider.</p> <p>6.2.3 A retailer must not request historical consumption data from a network provider in relation to a customer without first obtaining verifiable consent from the customer.</p> <p>6.2.4 A retailer must retain records of any verifiable consent for at least 2 years.</p> <p>6.2.5 A retailer may submit a request for historical consumption data to a network provider in relation to a customer by completing an historical consumption data request form and submitting it to the network provider.</p> <p>6.2.6 Unless otherwise agreed between the network provider and the retailer, a separate data request form must be submitted for each exit point.</p> <p>6.2.7 A network provider must publish:</p> <p>(a) a standing data request form, which must comply with Annex 1; and</p> <p>(b) an historical consumption data request form, which must comply with Annex 2.</p> <p>6.2.8 Unless otherwise agreed with a network provider:</p> <p>(a) a retailer must submit a data request to the network provider electronically;</p> <p>and</p> <p>(b) the network provider will process a minimum of:</p> <p>(i) 2 requests for standing data per day;</p> <p>(ii) 2 requests for historical consumption data per day.</p>	<p>No comments.</p>
<p>6.2.9 A network provider must respond to a data request from a retailer by providing the data stipulated in Annex 4 within 5 business days of the data request being submitted.</p> <p>6.2.10 The network provider may reject a data request by electronically notifying the retailer within 5 business days if:</p>	

<p>(a) the retailer does not have a network access agreement with the network provider; or</p> <p>(b) information provided by the retailer in the data request is inconsistent with the network provider's records in respect of the customer.</p> <p>6.2.11 A retailer may electronically notify a network provider that it withdraws a data request at any time before the network provider provides data.</p> <p>6.2.12 The retailer must pay any reasonable charges incurred by the network provider as approved by the Commission and published by the network provider. For the avoidance of doubt, if no charges are approved, no charges are payable.</p>	
<p>6.3 Customer access to data</p> <p>6.3.1 The network provider must provide a customer with its historical consumption data within 20 business days of receiving such a request in writing from the customer.</p> <p>6.3.2 A customer may use this historical consumption data without any restriction and the customer retains full ownership of its copy of the historical consumption data.</p>	No comments.
<p>7 Business-to-business arrangements</p> <p>7.1.1 A network provider must develop and submit service order procedures to the Commission no later than 5 business days of the commencement of this Code. The Commission will approve the service order procedures as soon as practicable.</p> <p>7.1.2 A retailer may request the network provider provide certain business-to-business services by submitting a service order request in accordance with service order procedures established by the network provider.</p> <p>7.1.3 Business-to-business services include, but are not limited to, requests for:</p> <p>(a) Customer disconnection;</p> <p>(b) Customer reconnection;</p> <p>(c) Special meter read;</p> <p>(d) Installing a new (or changing an existing) meter.</p> <p>7.1.4 The network provider must use best endeavours to provide the requested business- to-business service within the time frames stipulated in the service order procedures.</p> <p>7.1.5 The retailer must pay any reasonable charges incurred by the network provider as approved by the Commission and published by the network provider. For the avoidance of doubt, if no charges are approved, no charges are payable.</p>	No comments.
<p>Customer Transfers</p> <p>8.1 Verifiable consent</p> <p>8.1.1 A retailer must not initiate or affect the transfer of a customer without first obtaining verifiable consent.</p> <p>8.1.2 A retailer must retain records of any verifiable consent for at least 2 years.</p>	No comments.
<p>.2 Customer transfer procedures</p> <p>8.2.1 A retailer may only request that a network provider initiate transfer of a customer to the retailer by submitting a customer transfer request form to the network provider.</p> <p>8.2.2 A network provider must publish a customer transfer request form, which must comply with Annex 3.</p> <p>8.2.3 Unless otherwise agreed between the network provider and the retailer, a separate customer transfer request form must be submitted for each exit point.</p> <p>8.2.4 The network provider may only reject a customer transfer request form by electronically notifying the retailer if:</p> <p>(a) the retailer does not have a network access agreement with the network provider; or</p> <p>(b) information provided by the retailer in the customer transfer request form is inconsistent with the network provider's records in respect of the customer; or</p> <p>(c) the meter type at the exit point is inconsistent with that required under the Network Connection Technical Code before the</p>	No comments.

customer may **transfer**, and the **customer transfer request form** does not request a new *meter*; or

(d) the **nominated transfer date** does not comply with clause 8.2.9.

8.2.5 A network provider must make reasonable endeavours to resolve with a retailer any potential grounds for rejection prior to rejecting a customer transfer request form.

8.2.6 If a **network provider** rejects a **customer transfer request form**, it must electronically notify the **retailer** within 5 **business days** setting out all the reasons for the **rejection**.

8.2.7 A **retailer** may electronically notify a **network provider** that it withdraws a **customer transfer request form** submitted by it to the **network provider** at any time before the **transfer** occurs.

8.2.8 The **retailer** must pay any reasonable charges incurred by the **network provider** as approved by the **Commission** and published by the **network provider**. For the avoidance of doubt, if no charges are approved, no charges are payable.

8.2.9 Unless the **customer transfer request form** is to reverse an **erroneous transfer**, the **retailer** must include a **nominated transfer date**, which will be midnight on the last calendar day of the month the request is submitted, subject to:

(a) where a new or modified *meter* installation is required, the **transfer date** will take place at the end of the month in which the new or modified *meter* installation is ready for service; or

(b) For an existing installation:

(i) The **transfer** request must be submitted no later than 10 **business days** prior to month end if the **exit point** is in an **urban area**;

(ii) the **transfer** request must be submitted no later than 15 **business days** prior to month end if the **exit point** is not in an **urban area**;

(iii) in either case, no more than 2 months from the date of the request (on month end of the 2nd month).

8.2.10 Following receipt of a **valid customer transfer request form**, the **network provider** must, subject to clause 8.2.12:

(a) within 5 **business days** after it receives the **customer transfer request form**, electronically notify the current **retailer** of the **transfer date**; and

(b) ensure that any new *meter* installation and new service installation required to effect the **transfer** is undertaken on or before the **transfer date**; and

(c) ensure that either a scheduled *meter* read or a special *meter* read, as applicable, is conducted for the **customer** on the **nominated transfer date**; and

(d) otherwise use all reasonable endeavours to effect the **transfer** on a day the **customer's meter** is actually read.

8.2.11 For the avoidance of doubt, if a *meter* change is required, the **retailer** must request a separate **meter change service order request** in accordance with the **service order procedures** to change that *meter* which shall be submitted concurrently with the **customer transfer request form**.

8.2.12 If the **network provider** is unable to **transfer** the **customer** within the time frames required under clause 8.2.10, then the **network provider** must within 5 **business days** after receiving the **customer transfer request form** electronically notify the **retailer** which submitted the **customer transfer request form** of the reasons why the timetable will not be met and of its proposed timetable for the **transfer**.

8.2.13 If the **retailer** which submitted the **customer transfer request form** does not agree to the timetable proposed by the **network provider**, then the **network provider** must, acting in good faith and in accordance with **good electricity industry practice**, endeavour to **transfer** the **customer** as close as practical to the **retailer's nominated transfer date**.

8.2.14 If a **network provider**, acting reasonably, is unable to complete a **transfer**, the **network provider** must electronically notify both the **current retailer** and the **incoming retailer** within 2 **business days** of the reasons why the **transfer** could not be completed.

8.2.15 The **network provider** must within 5 **business days** after the **transfer date** send an electronic notice of the **transfer** and **transfer date** to:

(a) the **incoming retailer**; and

(b) the **previous retailer**; and

<p>(c) if applicable, the system controller for the purposes of allowing the system controller to meet its obligations under the System Control Technical Code.</p> <p>8.2.16 Following a transfer, the network provider and, if applicable, the system controller must do all that is necessary to ensure that:</p> <p>(a) charges up to the transfer date are paid by or charged to the previous retailer; and</p> <p>(b) charges from the transfer date are paid by or charged to the incoming retailer.</p> <p>8.2.17 In relation to a transfer to reverse an erroneous transfer, the relevant retailers, the network provider and, if applicable, the system controller must act in good faith to ensure that the rights and obligations of the affected customer are as they would have been if the erroneous transfer had not occurred.</p> <p>8.2.18 Unless the transfer is to reverse an erroneous transfer, or as a result of a retailer of last resort event, an incoming retailer must keep a copy of a verifiable consent given to it by a customer for 2 years after the date the verifiable consent was given.</p> <p>8.2.19 Except in the case of an erroneous transfer, a previous retailer must not bill a customer for charges incurred after the transfer date.</p> <p>8.2.20 A transfer is not permitted prior to the completion of any cooling off period. As a result the incoming retailer will need to take this into account when nominating the customer transfer date.</p>	
<p>9 Retailer of Last Resort</p> <p>9.1 Retailer of last resort to be determined by the Commission</p> <p>9.1.1 The occurrence of a retailer of last resort event must be determined by the Commission.</p> <p>9.1.2 A retailer of last resort event can be triggered when:</p> <p>(a) a retailer's retail licence has been suspended or cancelled; or</p> <p>(b) a retailer has not met its prudential requirements as specified under clause 3; or</p> <p>(c) a retailer ceases to be a registered or licensed participant in relation to the purchase of electricity; or</p> <p>(d) an insolvency official is appointed in respect of the retailer or any property of the retailer; or</p> <p>(e) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the retailer.</p>	No comments.
<p>9.2 Power and Water (Retail) to be the retailer of last resort</p> <p>9.2.1 If a retailer of last resort event occurs, Power and Water Corporation (Retail) is the retailer of last resort.</p> <p>9.2.2 The Commission must notify Power and Water Corporation (Retail) in writing as soon as possible after becoming aware of activities leading up to a possible retailer of last resort event.</p> <p>9.2.3 If a retailer of last resort event occurs, the Commission must notify Power and Water Corporation (Retail) advising of the event and Power and Water Corporation (Retail) must sell electricity to the existing customers of that retailer from a date(s) set by the Commission.</p>	No comments.
<p>9.3 Declaration of a retailer of last event</p> <p>9.3.1 When the Commission believes on reasonable grounds that a retailer of last resort event has occurred, then Commission may issue a notice declaring that the retailer of last resort event has occurred.</p> <p>9.3.2 The notice must:</p> <p>(a) identify the retailer of last resort event; and</p> <p>(b) specify the failed retailer; and</p> <p>(c) specify the registered retailer of last resort appointed for the event; and (d) specify the date or dates (each of which is a transfer date) on which the customers of the failed retailer are transferred to the relevant retailer of last resort, being a date not earlier than:</p> <p>(i) the date of service of the retailer of last resort notice; or</p> <p>(ii) the date of publication of the retailer of last resort notice Whichever first occurs; and</p> <p>(e) contain the endorsement by the Commission to revoke the failed retailer's authorisation to be a licensed retailer; and</p> <p>(f) include any other information or matters required to be included by the Commission; and</p>	No comments.

(g) include any other information or matters the Commission requires necessary or desirable.	
<p>9.4 Retailer of last resort arrangements</p> <p>9.4.1 The retailer which is the subject of a retailer of last resort event and Power and Water Corporation (Retail) must cooperate to ensure all relevant customer details are provided to Power and Water Corporation (Retail) to enable transfer of those customers to Power and Water Corporation (Retail).</p> <p>9.4.2 Following a retailer of last resort event, the network provider must, as soon as practicable, transfer existing customers from the retailer which is the subject of a retailer of last resort event to Power and Water Corporation (Retail).</p> <p>9.4.3 As retailer of last resort, Power and Water Corporation (Retail) must sell electricity to the existing customers in accordance with retailer of last resort tariffs approved by the Commission.</p> <p>9.4.4 The Commission will gazette the retailer of last resort tariffs for use by Power and Water Corporation (Retail), as stipulated in clause 9.4.3.</p> <p>9.4.5 As retailer of last resort, Power and Water Corporation (Retail) must, as soon as practicable and in any event within 20 business days of the retailer of last resort event, notify each customer that was subject to the retailer of last resort event:</p> <p>(a) that a retailer of last resort event has occurred;</p> <p>(b) that, as a result of retailer of last resort event, Power and Water Corporation (Retail) is now the retailer for that customer;</p> <p>(c) the retailer of last resort tariffs applicable to that customer and the date from which those tariffs apply;</p> <p>(d) that the retailer of last resort tariffs will apply until the customer has entered into alternative supply arrangements;</p> <p>(e) the options available for the customer to enter into alternative supply arrangements.</p>	No comments.
<p>9.5 Costs resulting from the retailer of last resort event</p> <p>9.5.1 Power and Water Corporation (Retail) may apply to the Commission to recover any costs incurred as a result of the retailer of last resort event that have not otherwise been recovered.</p> <p>9.5.2 The Commission must, on application by the registered retailer of last resort, determine a retailer of last resort cost recovery scheme for the retailer of last resort event.</p> <p>9.5.3 A retailer of last resort cost recovery scheme is a scheme designed for the recovery by the retailer of last resort of costs incurred by the retailer of last resort, in relation to the retailer of last resort scheme, including:</p> <p>(a) costs incurred in preparing for a retailer of last resort event; and</p> <p>(b) costs incurred on and after the occurrence of a retailer of last resort event.</p>	No comments.
<p>10 Dispute Procedures</p> <p>10.1 Dispute resolution process</p> <p>10.1.1 If a dispute or difference arises in respect of any matter under or in connection with this Code between:</p> <p>(a) a network provider and a retailer(s); or</p> <p>(b) a retailer and another retailer(s); or</p> <p>(c) a network provider and the system controller; or</p> <p>(d) a retailer(s) and the system controller, or</p> <p>(e) a retailer(s) and Power and Water Corporation (Generation),</p> <p>then subject to clause 10.1.5, representatives of the disputing parties must meet within 5 business days after a request by any of the disputing parties and attempt to resolve the dispute by negotiations in good faith.</p> <p>10.1.2 If the dispute is not resolved within 10 business days after their first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute by negotiations in good faith.</p> <p>10.1.3 If the dispute is resolved under clause 10.1.1 or clause 10.1.2 then, the disputing parties must:</p> <p>(a) prepare a written record of the resolution and sign the record; and</p> <p>(b) adhere to the resolution.</p>	No comments.

<p>10.1.4 If a dispute is not resolved within 20 business days after the dispute is referred to the senior executive officers, then any disputing party may by notice to each other disputing party refer the dispute to the Commission.</p> <p>10.1.5 If a disputing party considers that the dispute is of an urgent nature, it may request the Commission to conduct a dispute resolution before negotiations are conducted by either representatives or the senior executive officers of the disputing parties.</p> <p>10.1.6 The Commission may deal with any request under clause 10.1.5 in its absolute discretion.</p> <p>10.1.7 The disputing party referring the dispute to the Commission must give notice to the Commission of the nature of the dispute, including</p> <p>(a) the breach, act, omission or other circumstance forming the basis for the dispute; and</p> <p>(b) the relevant provision within this Code or other basis for the dispute.</p> <p>10.1.8 Subject to the rules of natural justice, the Commission must conduct a dispute resolution process with as little formality and technicality, and with as much expedition, as the requirements of this clause 10, and a proper hearing and determination of the dispute, permit.</p> <p>10.1.9 The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in clause 10.1.8.</p> <p>10.1.10 Subject to the rules of natural justice, the Commission may from time to time specify procedures (either of general application or in respect of all or some part of a particular dispute) for a dispute resolution including:</p> <p>(a) the manner of any submissions by the disputing parties; and</p> <p>(b) whether, and if so the extent to which, legal representation is permitted; and</p> <p>(c) regulating the conduct of the disputing parties.</p> <p>10.1.11 Subject to the rules of natural justice, the Commission may:</p> <p>(a) inform itself independently as to facts and if necessary technical matters to which the dispute relates; and</p> <p>(b) receive written submissions and sworn and unsworn written statements; and</p> <p>(c) consult with such other persons as the Commission thinks fit; and</p> <p>(d) take such measures as the Commission thinks fit to expedite the completion of the dispute resolution.</p>	
<p>10.2 Determination to be made by the Commission</p> <p>10.2.1 Subject to the Utilities Commission Act and this Code, in determining a dispute the Commission may make any order which it considers expedient to justly dispose of the dispute.</p> <p>10.2.2 The Commission shall endeavour to make a determination of the dispute within 20 business days after its appointment or such further period as considered appropriate by the Commission. If any of the disputing parties considers that the dispute is of an urgent nature and needs to be resolved within a shorter period, then that disputing party may apply to the Commission, and the Commission may reduce the period of 20 business days to such lesser period as the Commission considers appropriate having regard to the interests of all disputing parties and this Code.</p> <p>10.2.3 The Commission must deliver a written determination which sets out the reasons for the determination and the findings of fact on which the determination is based.</p> <p>10.2.4 Unless the disputing parties agree otherwise, any hearing or meetings relating to the dispute resolution must be held in Darwin.</p> <p>10.2.5 The findings of the Commission are final and binding on the disputing parties.</p> <p>10.2.6 The referral of any matter to the Commission does not relieve any party from performing its obligations under this Code pending the determination of the dispute.</p>	No comments.
<p>10.3 Costs of the Commission</p> <p>10.3.1 The costs of the Commission are to be determined at the discretion of the Commission which may direct by whom and in what manner the whole or any part of the costs are to be paid.</p>	No comments.