

Utilities (Electricity Retail) Licence Conditions Direction 2009*

Disallowable instrument DI2009—21

made under

Utilities Act 2000 – section 19 (Ministerial directions)

1 Name

This instrument is the *Utilities (Electricity Retail) Licence Conditions Direction 2009*.

2 Commencement

This instrument commences the day after it is notified.

3 Direction

The Independent Competition and Regulatory Commission (ICRC) is directed to give effect, through suitable licence conditions variations, to the ACT GreenPower Scheme outlined in Schedule 1, and

The ACT GreenPower Scheme outlined in Schedule 1 is to come into effect on or before 1 April 2009.

4 Revocation

The *Utility (Electricity Retail) Licence Conditions Direction 2008 (No. 1)* DI2008-10 is revoked.

Simon Corbell
Minister for Environment, Climate Change and Water
25 February 2009

*Name amended under Legislation Act, s 60

Schedule 1 – ACT GreenPower Scheme

(section 3)

1 Requirements

- a. All *suppliers* are required to:
 - i) offer a **GreenPower product** to each *potential new or re-connecting customer* of the *supplier*;
 - ii) at the same time as the **GreenPower offer**, make each *potential new and reconnecting customer* of the *supplier* aware that *other products* are available to them;
 - iii) disclose all tariffs and charges associated with the **GreenPower offer** and all *other products* offered to each *potential new and reconnecting customer* of the *supplier*;
 - iv) offer and make a **GreenPower product** available to all existing customers of the *supplier* at the *existing customer's* request; and
 - v) if a person is being supplied a **GreenPower product** under a *standard customer contract*, permit the *customer* to revoke the supply agreement for the GreenPower product with the *supplier* without incurring any penalty or termination fee.

- b. All *potential new or re-connecting customers* have the right to:
 - i) be offered a **GreenPower product** by a prospective *supplier*;
 - ii) at the same time of the **GreenPower offer**, be made aware that *other products* are available to them by the prospective *supplier*;
 - iii) be made aware of all tariffs and charges associated with the **GreenPower product** and all *other products* offered to them by a prospective *supplier*;
 - iv) accept the offer of a **GreenPower product** if they choose;
 - v) seek *other products* from the prospective *supplier*; and
 - vi) if they have accepted the offer of a **GreenPower product**, and are being supplied electricity under a *standard customer contract*, revoke the supply agreement for the GreenPower product with the *supplier* without incurring any penalty or termination fee.

- c. All *existing customers* of a *supplier* have the right to:
 - i) be offered a **GreenPower product** by the *supplier* at the *existing customer's* request;
 - ii) be made aware of all tariffs and charges associated with the **GreenPower product** and all *other products* offered to them by the *supplier*;
 - iii) accept the offer of a **GreenPower product** if they choose;
 - iv) seek *other products* from the *supplier*;
 - v) if they have accepted the offer of a GreenPower product and are being supplied electricity under a *standard customer contract*, revoke the supply agreement for the GreenPower product with the *supplier* without incurring any penalty or termination fee

2 Dictionary

“**Act**” means the *Utilities Act 2000* (ACT).

“**customer**” has the same meaning as in the *Act*.

“**customer contract**” has the same meaning as in the *Act*.

“**existing customer**” of a **supplier** means a **customer** that is being supplied electricity under a **customer contract** by the **supplier**.

“**GreenPower offer**” means an offer by a **supplier** in accordance with requirement 1a.i) or iv) above.

“**GreenPower product**” means a product accredited under the rules and guidelines of the National GreenPower Accreditation Program (as amended from time to time) as having 10 per cent or more accredited GreenPower. The GreenPower Program is a joint initiative of the Australian Capital Territory, New South Wales, South Australian, Queensland, Victorian and Western Australian Governments.

“**negotiated customer contract**” has the same meaning as in the *Act*.

“**new or re-connecting customer**” of a **supplier** means a person who has applied, orally or in writing, to a **supplier** for electricity to be provided under a **customer contract**, including a person who has previously been provided an electricity service under a **customer contract** but does not include:

- i) a customer who has had their electricity supply disconnected and re-connected under the same **customer contract**, on the same terms and conditions;
- ii) a customer on a deemed contract under sub-paragraph 92(1)(b)(ii) of the *Act*; or
- iii) a customer who changes from a **standard customer contract** to a **negotiated customer contract** or visa versa.

“**other products**” means all electricity products offered by the **supplier** including alternative **GreenPower products** and / or packages with varying components or percentages of a **GreenPower product**.

“**potential new or re-connecting customer**” of a **supplier** means a person to whom the **supplier** offers to supply electricity and who would, if the offer is accepted, be a **new or re-connecting customer**.

“**standard customer contract**” has the same meaning as in the *Act*.

“**supplier**” means of a supplier of electricity, licensed under the *Act* and operating in the Australian Capital Territory.