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**Gazettal notice for the adoption of the NSW Social Programs for Energy
(Energy Debt Relief Trial) Code Version 1.0**

ELECTRICITY SUPPLY ACT 1995

GAS SUPPLY ACT 1996

NSW Social Programs for Energy (Energy Debt Relief Trial) Code

I, the Hon Penny Sharpe MLC, Minister for Energy:

1. in accordance with clauses 21(1), and (3) of the *Electricity Supply (General) Regulation 2014* and sections 4(1) and (2) of the *Gas Supply (Natural Gas Retail) Regulation 2023*, adopt Version 1.0 of the NSW Social Programs for Energy (Energy Debt Relief Trial) Code set out in Schedule 1 to this notice, and with adoption to take effect at the beginning of the date of gazettal.

Dated this 16 day of DECEMBER 2024



THE HON PENNY SHARPE MLC

Minister for Energy

SCHEDULE 1

NSW Social Programs for Energy (Energy Debt Relief Trial) Code

Version 1.0

Effective Date: Date of Gazettal

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NSW SOCIAL PROGRAMS FOR ENERGY (ENERGY DEBT RELIEF TRIAL) CODE v1.0

PART 1. PRELIMINARY

1. Name

This Code is the *NSW Social Programs for Energy (Energy Debt Relief Trial) Code v1.0*

2. Commencement

This Code commences on the date of gazettal.

3. Authority

This code is a social program for energy code that has been adopted by the Minister, with the concurrence of the Treasurer, under the *Electricity Supply (General) Regulation 2014*, clause 21, and the *Gas Supply (Natural Gas Retail) Regulation 2023*, section 4.

Note – the *Electricity Supply (General) Regulation 2014*, Part 5, and *Gas Supply (Natural Gas Retail) Regulation 2023*, Part 2, make further provisions about social programs for energy. This Code is an instrument made under those regulations. The regulations are authorised by the *Electricity Supply Act 1995*, section 191(1)(f1), and the *Gas Supply Act 1996*, section 83(2)(m), respectively.

4. Purpose

The purpose of this Code is to facilitate the delivery of the **program**.

5. Overview

In June 2024, the NSW Government announced a pilot scheme to provide support for **eligible customers** to reduce or eliminate their long-term **eligible energy bill debt**. This Code implements the requirements for the **program**, being a closed trial which will gather data from **eligible customers** to inform recommendations for supporting **eligible customers** with **eligible energy bill debt**.

6. Application generally

6.1 This Code applies to all **participating retailers**.

7. Interpretation

7.1 The Dictionary at the end of this Code defines words and expressions that are used in this Code.

Note—the *Interpretation Act 1967* contains definitions and other provisions that affect the interpretation and application of this Code.

- 7.2 Words and expressions that occur in this Code have the same meanings as they have in ***energy laws*** except insofar as the contrary intention appears in this Code.
- 7.3 Where a communication is required by this Code to be given in writing, the writing requirement is satisfied if the communication is given by hand, by post, by email or other electronic submission, unless this Code otherwise provides.
- 7.4 A ***residential customer*** is in NSW, if their principal place of residence is NSW.
- 7.5 Notes in this Code are provided for guidance and do not form part of this Code.

PART 2. PROVISIONS ABOUT ENERGY DEBT RELIEF TRIAL **GENERALLY**

Division 1. Information requirements

8. Information about the Program

- 8.1 A **participating retailer** must use the communications toolkit provided by the **Department** when corresponding with **eligible customers** regarding the **program**.
- 8.2 Any information about the **program** under this clause must include an acknowledgement that the **program** is funded by the NSW Government and the **retailer interventions** are funded by the **participating retailer**.

9. Information about Program applications

- 9.1 If any customer makes enquiries with a **participating retailer** about applying for the **program**, the **participating retailer** must advise the customer that the **program** is a closed trial and that there is no application process and must provide the customer with a link to the **Department's website** for more information.
- 9.2 The **participating retailer** must not advise a customer to apply to the **Department** or a **participating retailer** for the **program**.

Division 2. Methodologies for calculating payments and fees

10. Methodology for calculating payments for the Energy Debt Relief Trial

- 10.1 A **program payment** equals the **eligible energy bill debt** of up to \$2,000.
- 10.2 An **intervention payment** is an amount equivalent to the **program payment** and is paid by **participating retailers** who have agreed with the **Department** to make an **intervention payment** under clause 34.2 in the method directed by the **Department**.
- 10.3 A **program payment** excludes **GST** and is applied to an **approved customer's** bill after **GST** has been applied.
- 10.4 An **intervention payment** excludes **GST** and is applied to an **approved customer's** bill after **GST** has been applied.

11. Calculation of participating retailer payments

- 11.1 A **participating retailer payment** is a payment made by the **Department** to reimburse the **participating retailer** for the sum of **program payments** applied to **approved customers'** bills and associated **administration fees**, calculated monthly.

12. Calculation of administration fees

- 12.1 A **participating retailer's administration fee** is to be calculated monthly as follows: \$0.80 per **program payment** paid to an **approved customer**.
- 12.2 A **participating retailer** cannot claim an **administration fee** for **program payments** that are invalid or not credited to an **approved customer's** account.

Division 3. Program payments and participating retailer payments

13. Participating retailers to deliver program payment to approved customers

- 13.1 A **participating retailer** must deliver the **program payment** to the **approved customer** in accordance with this Code.

14. Commencement of program payments

- 14.1 An **eligible customer** who is approved for the **program** under this Code is deemed an **approved customer** from the date of the **Department's** assessment under clause 32.
Note: The **Department** assesses an **eligible customer** to approve them for the **program**.
- 14.2 The dollar amount of an **eligible energy bill debt** for an **approved customer** is the amount in the **approved customer's energy** account on the date of referral to the **Department**.

15. Billing of eligible customers

- 15.1 A **participating retailer** must identify the **program payment** as a separate amount on the **approved customer's** bill.
- 15.2 A **participating retailer** must use the following description for the credit amount applied on the **approved customer's** bill: "NSW Gov Debt Relief Trial".

16. Payment errors

- 16.1 For the purposes of this clause, a **payment error** is a **program payment** to a customer who at the time of payment was not an **approved customer** or cannot be established as having been eligible to receive a **program payment**.

- 16.2 A **payment error** is the **participating retailer's** fault if:
- 16.2.1 the **participating retailer** erred in determining the customer's eligibility for the **program**;
 - 16.2.2 the **participating retailer** did not comply with the systems and governance requirements under Division 4 of the Code for the **program**;
 - 16.2.3 the **participating retailer** did not comply with a requirement of this Code; or
 - 16.2.4 the **participating retailer** provided the **Department** with incorrect or misleading information that resulted in a customer being approved for the **program**.
- 16.3 If a **participating retailer** makes a **payment error** that is the **participating retailer's** fault, the **participating retailer**:
- 16.3.1 must reimburse the **Department** an amount equal to the **program payment** that relates to the **payment error** if the **participating retailer** has been paid a **participating retailer payment** from the **Department**; and
 - 16.3.2 may reverse the **payment error** within 30 calendar days of the relevant **approved customer's** bill being issued to which the **program payment** has been applied but must not recover any other amount from the **approved customer**.
- 16.4 If a **participating retailer** has made a **payment error** that is the **participating retailer's** fault, the **participating retailer** must pause any further **retailer interventions** (including **intervention payments** to the **approved customer**) and notify the **approved customer**.
- 16.5 If the **Department** has a reasonable belief that a **payment error** has been made by a **participating retailer**, the **Department** may direct in writing the **participating retailer** to pause a **retailer intervention** to the relevant customer and the **participating retailer** must comply with this direction until the **Department** directs otherwise in writing.
- 16.6 Where clause 16.5 applies, if the **Department** later determines that no **payment error** has been made by a **participating retailer**, the **Department** may direct the **participating retailer** to resume a **retailer intervention** to the relevant **approved customer**.
- 16.7 If a **payment error** has been made, the **Department** may direct in writing a **participating retailer** to stop a **retailer intervention** to the relevant customer and the **participating retailer** must comply with this direction until the **Department** directs otherwise in writing.

17. Credit balances

- 17.1 If the **approved customer's** total account balance is less than the **program payment**, the **participating retailer** must apply the difference as a credit to the **approved customer's** account.
- 17.2 Subject to the other requirements of this clause, a **participating retailer** must carry forward a credit amount under clause 17.1.
Example—A credit amount that is carried forward can be applied to future charges on the customer's account.
- 17.3 If the **approved customer** reasonably requests to transfer the credit amount to another account held by the **approved customer** with the **participating retailer**, the **participating retailer** must transfer the amount in a reasonable time after the request.
- 17.4 If an **approved customer** reasonably requests to drawdown a credit amount, the **participating retailer** must meet that request within a reasonable time.
Note—an **approved customer** may drawdown their credit balance under this clause without closing their account with the **participating retailer**
- 17.5 A **participating retailer** may limit the number of times the **approved customer** can make a request to transfer or drawdown a credit amount, but in either case, must allow the **approved customer** to make the request at least once every 12 months.
- 17.6 If the **participating retailer's** contract for the sale of **energy** to an **approved customer** ends for any reason, the **participating retailer** must refund, within a reasonable time after the contract ends, any credit applied to the **approved customer's** account on the termination date.

18. Arrangements for the payment of participating retailer payments

- 18.1 **Participating retailers** can lodge a claim to the **Department** for a **participating retailer payment** once per month.
- 18.2 Claims for a **participating retailer payment** must be lodged by the 10th business day after the last day of the month in respect of which the claim is lodged.
- 18.3 A claim for a **participating retailer payment** must include the following documents:
- 18.3.1 an acquittal statement; and
 - 18.3.2 a tax invoice.

- 18.4 An acquittal statement under this clause must:
- 18.4.1 include the following information in respect of the month the subject of the claim:
 - 18.4.1.1 the total value of **program payments** paid by the **participating retailer**;
 - 18.4.1.2 the total value of **administration fees** claimed by the **participating retailer**, and
 - 18.4.1.3 the number of **approved customers** of the **participating retailer**.
 - 18.4.2 be consistent with the tax invoice.
- 18.5 An acquittal statement must be independently certified as true and accurate by a person nominated by the **participating retailer**, and if notified by the **Department** that a **supporting documentation template** must be used for an acquittal statement, be in that **supporting documentation template**.
- 18.6 If the **Department** notifies the **participating retailer** of certain requirements when preparing a tax invoice under this clause, the **participating retailer** must meet those requirements.
- 18.7 A **participating retailer** that lodges a claim in accordance with the requirements of this clause will be paid a **participating retailer payment** by the **Department** in respect of that claim.
- 18.8 If a **participating retailer** disputes a **participating retailer payment** and has its costs reassessed under the *Electricity Supply (General) Regulation 2014*, Part 5, or the *Gas Supply (Natural Gas Retail) Regulation 2023*, Part 2, or both, the **participating retailer** will be paid the amount assessed on re-assessment as if the **participating retailer** had met all requirements under this clause.

Division 4. System and governance requirements

19. System requirements

- 19.1 A **participating retailer** must maintain the systems necessary to facilitate the delivery of the **program** in accordance with the requirements of this Code, including systems to ensure that **program payments** can be applied to **eligible energy bill debt**, as well as accounting and other procedures to enable reports to be prepared.

19.2 If the **Department** notifies a **participating retailer** that a particular system must be used for the purposes of the **program**, the **participating retailer** must use that system.

20. Fraud

20.1 If a **participating retailer** reasonably suspects that fraud has been committed by any person in connection with the **program**, the **participating retailer** must notify the **Department** of its suspicion in writing as soon as practicable.

21. Confidentiality

21.1 A **participating retailer** must protect the confidentiality of an **eligible customer's** information collected or held by the **participating retailer** for the purpose of delivering the **program**.

21.2 A **participating retailer** must not use any confidential information about an **eligible customer** collected or held for the purpose of delivering the **program** other than for that purpose unless the **eligible customer** has given explicit informed consent to the use, the use is authorised by clause 21.3 or another provision of this Code or the use is otherwise authorised by law.

21.3 A **participating retailer** must, as soon as practicable, provide information about an **eligible customer** that is requested by the **Department**:

21.3.1 with the **eligible customer's** explicit informed **consent**; or

21.3.2 for the purpose of resolving a dispute between the **participating retailer** and the **eligible customer** that has been escalated by the **Department**.

22. Delivery reporting

22.1 By the last day of each month in the delivery reporting period, a **participating retailer** must give to the **Department** a **delivery report** about the **program** for the immediately preceding month using the relevant **supporting documentation template** containing the information in clause 22.2.

22.2 The **delivery report** must contain the following aggregated information for the relevant month about the **approved customers** to whom the **participating retailer** provided **energy**:

22.2.1 number of **approved customers** engaged in the **program**;

- 22.2.2 number of **approved customers** who have withdrawn from the **program**;
- 22.2.3 number of **approved customers** who have had a **program payment** applied to their **eligible energy bill debt**;
- 22.2.4 total value of **program payments** applied to an **approved customer's eligible energy bill debt**;
- 22.2.5 number of **intervention activities** delivered to **approved customers**;
- 22.2.6 number of **intervention activities** commenced by **approved customers**;
- 22.2.7 if there is a **supporting documentation template** developed by the **Department**, any other information required by that **supporting documentation template**.
- 22.3 A **participating retailer** must comply with a request for further information about a report under this clause within 10 business days of receiving the request or such other time as the **Department** and the **participating retailer** agree in writing.
- 22.4 If a **participating retailer** stops supplying **energy** to an **approved customer** during the delivery reporting period defined under clause 22.6, the **participating retailer** must notify the **Department** and include the **approved customer** for that month's **delivery report**.
- 22.5 During a reporting period under which clause 22.4 applies, the **participating retailer** must notify the **Department** in writing that a report will not include the relevant **approved customer** for any subsequent reporting period.
- 22.6 In this clause, delivery reporting period means the period from 16 December 2024 to 31 July 2025.

23. Program reporting

- 23.1 By 31 January 2026, 31 July 2026 and 31 July 2027, a **participating retailer** must give to the **Department** a **program report** for the **program reporting period** using the relevant **supporting documentation template**.
- 23.2 The **program report** must contain the following information about the **approved customers** to who the **participating retailer** provided **energy** during the **program reporting period**:

- 23.2.1 **approved customers'** account numbers or other identification numbers, localities and postcodes;
 - 23.2.2 **approved customers' National Metering Identifiers (NMIs)** and Delivery Point Identifiers (DPIs);
 - 23.2.3 amounts of **energy** used (including times of use if applicable), amounts of **energy** exported to the grid, tariffs for **energy** use (including feed-in tariffs for solar energy if applicable), credits, charges and **program payments**;
 - 23.2.4 **energy bill debt** balance;
 - 23.2.5 payments made against **energy bill debt**; and
 - 23.2.6 if there is a **supporting documentation template** developed by the **Department**, any other information required by that **supporting documentation template**.
- 23.3 A **participating retailer** must securely transfer any sensitive information about an **approved customer** that is included in a **program report** under this clause in accordance with the **Department's** requirements.
- 23.4 If the **Department** notifies a **participating retailer** that a particular encryption type or algorithm must be used for the purposes of a **program report** under this clause, the **participating retailer** must use that encryption type or algorithm.
- 23.5 A **participating retailer** must comply with a request for further information about a **program report** under this clause within 10 business days of receiving the request or such other time as the **Department** and the **participating retailer** agree in writing.
- 23.6 If a **participating retailer** does not supply **energy** to an **approved customer** during the **program reporting period**:
- 23.6.1 the **participating retailer** is not required to include the relevant **approved customer** in the **program report** to the **Department** for the reporting period following the date that supply of **energy** ends; and
 - 23.6.2 the **participating retailer** must notify the **Department** in writing that the relevant **approved customer** will not be included in the **program report** for any subsequent **program reporting period**.

23.7 In accordance with the **methodology document**, the **participating retailer** must provide deidentified data to the **Department** from the **Non-participating Control Pool**.

23.8 In this clause, **program reporting period** means:

23.8.1 for 31 January 2026 – the period from 1 December 2023 to 31 December 2025;

23.8.2 for 31 July 2026 – the period from 1 January 2026 to 30 June 2026; and

23.8.3 for 31 July 2027 – the period from 1 July 2026 to 30 June 2027.

24. Record keeping

24.1 A **participating retailer** must keep such records as are necessary to prove that the **participating retailer** has complied with its requirements under this Code.

24.2 A **participating retailer** must hold a record that relates to this Code:

24.2.1 In the case of a referral for this **program**, from the date the **participating retailer** applied the last **program payment** or **retailer intervention** under the **program** to an **approved customer** (whichever is first), plus seven years;

24.2.2 In all other cases, for seven years from the date of commencement of the **program**.

25. Compliance audits

A **participating retailer** must comply with a reasonable request by—

25.1 the Minister; or

25.2 a person required by the Minister to conduct an audit,

in relation to an audit of the **participating retailer** for the purposes of determining whether the **participating retailer** has complied with this Code.

Note—the *Electricity Supply (General) Regulation 2014*, section 27, and *Gas Supply (Natural Gas Retail) 2023*, section 9, make provision for the auditing of compliance with this Code.

PART 3. ENERGY DEBT RELIEF TRIAL REQUIREMENTS

26. Program process

- 26.1 The **program** is a closed trial and there is no application process.
- 26.2 **Eligible customers** are identified by a **referrer** using the eligibility criteria for the **program** and referred to the **Department**.
- 26.3 The **Department** assesses each **eligible customer** referred to it by a **referrer**.
- 26.4 A **referrer** must advise an **eligible customer** that referral for the **program** does not guarantee approval, and that approval for the **program** is at the discretion of the **Department**.

27. Eligibility criteria

- 27.1 To be an **eligible customer** for the **program**, a person must be:
- 27.1.1 a **residential customer** in NSW;
- 27.1.2 the account holder of an active retail account for electricity or gas with a **participating retailer** with **eligible energy bill debt**;
- 27.1.3 based on available information, experiencing financial hardship and in a position where they are unable to pay their **eligible energy bill debt**; and
Example—a **retail customer** on an existing payment plan for **energy bill debt**.
- 27.1.4 is part of a household that has not already received a **program payment** under an active retail account.

28. Identification and categorisation of eligible customers

- 28.1 By 6 January 2025, the **participating retailer** must identify all **retail customers** who meet the eligibility criteria in clause 27. In accordance with the **methodology document**, the **participating retailer** must allocate the number of **eligible customers** into the following pools as directed by the **Department**:
- 28.1.1 **Participating Pool: eligible customers** who may be referred to the **Department** for assessment.
- 28.1.2 **Non-participating Control Pool: eligible customers** who will not be referred to the **Department** for assessment for the **program**.

28.2 **Participating retailers** must endeavour to meet the number of **eligible customers** determined by the **Department** to be included in the **Non-participating Control Pool**.

29. Consent

29.1 The **participating retailer** must obtain **consent** from each **eligible customer** prior to referral to the **Department** to provide information to the **Department**.

29.2 The **consent** of each **eligible customer** referred by a **participating retailer** must be obtained in writing and stored by the **participating retailer** as a record.

Note: For the purposes of this clause, written **consent** also includes recordings of an **eligible customer's** verbal **consent** on a telephone call in accordance with s 8 of the *Electronic Transactions Act 2000*.

29.3 If the **Department** notifies the **participating retailer** of certain requirements when obtaining **consent** under this clause, the **participating retailer** must meet those requirements.

29.4 If requested by the **Department**, the **participating retailer** must provide a copy of the **consent** of an **eligible customer** it has referred to the **Department** as soon as reasonably practicable and within 5 business days from the date of the request.

30. Referral to the Department for assessment

30.1 A referral to the **Department** must be lodged using the lodgement system as directed by the **Department** and must include:

30.1.1 relevant identification and contact details for the **eligible customer** including their name, residential address, contact phone number, email address and account number;

30.1.2 information to demonstrate the eligibility criteria are satisfied for the **eligible customer**, including the amount of **eligible energy bill debt** on their electricity or gas account; and

30.1.3 any additional information held by the **participating retailer** for the **eligible customer**, as reasonably requested by the **Department** for the purposes of assessment.

30.2 **Participating retailers** must refer **eligible customers** to the **Department** during the delivery period to endeavour to meet delivery quotas set by the **Department** for **approved customers** within 5 business days of obtaining **consent**.

30.3 By the following dates, the *participating retailer* must endeavour to meet *program* quotas determined by the *Department* and refer *eligible customers* from the *Participating Pool* to the *Department* in accordance with the *methodology document*:

- 30.3.1 31 January 2025;
- 30.3.2 28 February 2025;
- 30.3.3 31 March 2025;
- 30.3.4 30 April 2025; and
- 30.3.5 31 May 2025.

Note—the *Department* will provide program quotas to *participating retailers* in a *supporting documentation template*.

30.4 During the *program's enrolment period*, the *Department* may direct that *participating retailers* identify and refer additional *eligible customers* to the *Department* to ensure that *program* objectives are met.

31. Department to maintain a dataset of eligible customers for assessment

31.1 The *Department* will maintain a *dataset* of *eligible customers* using the information provided under clauses 28 and 30.

31.2 *Participating retailers* must advise the *eligible customer* that if requested by the *Department*, an *eligible customer* must:

- 31.2.1 verify whether the information for the *eligible customer* in the *dataset* is consistent with the *participating retailer's* information about the *eligible customer* in its billing system;
- 31.2.2 provide any additional information for the *eligible customer*, as reasonably requested by the *Department* for the purposes of the assessment.

32. Department to determine the program payment and treatment group for approved customers

32.1 The *Department* will assess referred *eligible customers* and determine the *program payment* and *treatment group* for *approved customers*.

Note—the *Department* will notify all referred customers of the outcome of their assessment.

32.2 The two *treatment groups* are:

- 32.2.1 Group One: *approved customers* who receive *program payments* and a *retailer intervention*; and

- 32.2.2 Group Two: **approved customers** who receive **program payments** and the resources toolkit prepared by the **Department**.
- 32.3 An **approved customer** is only eligible to receive one **program payment** for **eligible energy bill debt** on one **energy** account for the duration of the **program**.
- 32.4 The **Department** will notify the **participating retailer** within two business days of its decision to enrol an **eligible customer** in the **program** and direct the **participating retailer** to apply the relevant **program** activities for the **treatment group**.
- 32.5 The **Department** will provide the **approved customer** in Group Two with the resources toolkit following notifying the relevant **participating retailer** of its decision to enrol the **approved customer** in the **program**.
- 33. Participating retailer requirements for delivering the program payment**
- 33.1 Within two business days of being notified by the **Department** that an **eligible customer** is an **approved customer** for the **program**, a **participating retailer** must credit the approved amount to the **approved customer's** account.
- 33.2 A **participating retailer** must notify the **Department** within two business days whether an approved amount was applied to an **approved customer's eligible energy bill debt** and, if it was not applied, the reason why it was not applied.
- 34. Retailer interventions for approved customers in Group One**
- 34.1 The **participating retailer** will independently fund and deliver a **retailer intervention** to every **approved customer** in Group One.
- 34.2 For every **approved customer** in Group One, a **retailer intervention** requires the **participating retailer** to complete an **energy assessment** and provide one or more of the following **intervention activities** or **intervention payments** as agreed to with the **Department**:
- 34.2.1 **intervention payments** applied to the **approved customer's** account as a supplementary debt waiver in four instalments over a 12-month period;
- 34.2.2 **intervention payments** applied to the **approved customer's** account as part of a payment plan agreed between the **approved customer** and the **participating retailer** for a 12 or 18-month period;

- 34.2.3 facilitated access to financial counselling services and multiple sessions;
 - 34.2.4 new or replacement meter deployment in accordance with clause 7.8.3 of the National Electricity Rules; or
 - 34.2.5 facilitated access to targeted information and support services that, where possible, optimise **energy** consumption and costs.
- 34.3 If the **Department** notifies the **participating retailer** of reasonable requirements for the **retailer intervention**, the **participating retailer** must endeavour to meet those requirements.
- 34.4 Costs incurred by a **participating retailer** to fund and deliver a **retailer intervention** are the responsibility of the **participating retailer** and are not included in administration costs of the **program** set out at clause 12 or **participating retailer payments** defined at clause 11.

35. Energy assessments for approved customers in Group One

- 35.1 The **participating retailer** will conduct an **energy assessment** as part of the **retailer intervention** of each **approved customer** in Group One as soon as reasonably practicable, and within 20 business days after the **program payment** is made under clause 33.
- 35.2 An **energy assessment** must:
- 35.2.1 provide a comparison of **energy** consumption at the **approved customer's** address to the average consumption for the location;
 - 35.2.2 assist the **approved customer** to identify high-use or high-consumption appliances used by the **approved customer** and discuss their usage patterns and running costs;
 - 35.2.3 provide **energy** saving recommendations to the **approved customer**;
 - 35.2.4 review the **approved customer's energy** plan and provide the best offer based on information received;
 - 35.2.5 if applicable, discuss a change of **energy** plan with the **approved customer**;
 - 35.2.6 check the **approved customer's** eligibility for rebates, other concessions or discounts.

- 35.3 The **participating retailer** must communicate the outcome of the **energy assessment**, including any recommendations to improve **energy** efficiency at the supply address, in writing to the **approved customer**.
- 35.4 If the **approved customer** in Group One has completed an **energy assessment** with the **participating retailer** within 45 calendar days prior to the **program payment**, the **energy assessment** does not have to be completed.

36. Best endeavours to deliver the retailer intervention

- 36.1 Where an **approved customer** stops engaging with the **retailer intervention**, the **participating retailer** must make best endeavours to contact and re-engage the **approved customer** to complete the **retailer intervention**.
- 36.2 If the **participating retailer** is unable to contact or re-engage the **approved customer** to complete the **retailer intervention**, then the **participating retailer**:
- 36.2.1 can consider the **approved customer** to have withdrawn from the **program**;
 - 36.2.2 must report the withdrawal of the **approved customer** from the **program** on the applicable **delivery report** and **program report**.
- 36.3 A **participating retailer** is not required to deliver the **retailer intervention** to an **approved customer** in Group One, where:
- 36.3.1 the **approved customer** has withdrawn, or is considered to have withdrawn from the **program**;
 - 36.3.2 the **participating retailer** ceases to supply **energy** to the **approved customer**;
 - 36.3.3 the **participating retailer** has obtained permission from the **Department** in circumstances where delivering a **retailer intervention** is untenable.
- 36.4 The **Department** may direct a **participating retailer** to pause, resume or cancel delivering a **retailer intervention** to an **approved customer**.

DICTIONARY

In this Code—

administration fee is defined at clause 12.

approved customer means an **eligible customer** who has been approved for the **program** for the purposes of this Code.

consent means a written consent provided by an **eligible customer** to the **participating retailer** and the **Department**.

dataset is defined at clause 31.

delivery report is defined at clause 22.2.

Department means the NSW Department of Climate Change, Energy, the Environment and Water.

Department's website means energy.nsw.gov.au, or any other website notified to **participating retailers** by the Department from time to time.

eligible customer means an individual customer of a **participating retailer** who meets the eligibility requirements of the **program** in clause 27.

eligible energy bill debt means an amount due by an **eligible customer** under a bill issued on an active, retail residential electricity or gas account with the **participating retailer** which has not been paid within 180 days from the due date on that bill and is between \$800 and \$4,000 (inclusive) including **GST**.

energy assessment means an assessment of **energy** consumption and usage patterns at the **approved customer's** supply address, to identify potential **energy** efficiency improvements which may lead to **energy** cost savings as part of a **retailer intervention**.

energy bill debt has the same meaning as it has in the 'Australian Energy Regulator (Retail Law) Performance Reporting Procedures and Guidelines' August Version 4 2024.

energy has the same meaning as it has in the *National Energy Retail Law (NSW) No 37a of 2012*.

energy laws has the same meaning as it has in the *National Energy Retail Law (NSW) No 37a of 2012*.

enrolment period means from 16 December 2024 to 30 June 2025.

exempt seller has the same meaning as it has in the *National Energy Retail Law (NSW)*.

GST has the same meaning as it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

intervention activities mean activities delivered by a **participating retailer** to an **approved customer** to complete as part of a **retailer intervention**.

intervention payment means either a credit or waiver of debt made by the **participating retailer** toward the **approved customer's energy bill debt** as part of a **retailer intervention**.

methodology document means the document titled "Energy Debt Relief Trial – Methodology for identifying eligible customers published on 16 December 2024" and published on the **Department's website**.

National Electricity Market has the same meaning as in the **National Electricity (NSW) Law No 20a of 1997**.

National Energy Retail Rules has the same meaning as in the **National Energy Retail Law (NSW) No 37a of 2012**.

National Metering Identifier has the same meaning as in the **National Electricity Rules** prescribed under s 9 of the **National Electricity (NSW) Law No 20a of 1997**.

Non-participating Control Pool has the meaning given by clause 28.1.2.

Participating Pool has the meaning given by clause 28.1.1.

participating retailer means one of the following **retailers** or **exempt sellers**:

- (a) AGL Sales Pty Limited (ABN: 88 090 538 337, ACN: 090 538 337);
- (b) AGL Retail Energy Limited (ABN: 21 074 839 464, ACN: 074 839 464);
- (c) EnergyAustralia Pty Limited (ABN: 99 086 014 968, ACN: 086 014 968);
- (d) ENGIE (ABN: 67 269 241 237)
- (e) IPower Pty Limited (ACN: 111 267 228) and
- (f) IPower 2 Pty Limited (ABN: 24 070 374 293);
- (g) Origin Energy Electricity Limited (ABN: 33 071 052 287, ACN: 071 052 287);
- (h) Origin Energy LPG Limited (ABN: 77 000 508 369, ACN:000 508 369); or
- (i) Red Energy Pty Limited (ABN: 60 107 479 372, ACN: 107 479 372).

participating retailer payment is defined at clause 11.

payment error is defined at clause 16.1.

program means the NSW Energy Debt Relief Trial.

program payment means a one-off payment made by a **participating retailer** to an **approved customer** under the **program** and calculated in accordance with clause 10.

program report is defined at clause 23.2.

program reporting period is defined at clause 23.8.

referrer means the **Department**, the Energy and Water Ombudsman NSW (EWON) or a **participating retailer**.

residential customer has the same meaning as it has in the **National Energy Retail Law (NSW) No 37a of 2012**.

retail customer has the same meaning as it has in in the **National Energy Retail Law (NSW) No 37a of 2012**.

retailer has the same meaning as it has in the *National Energy Retail Law (NSW) No 37a of 2012*.

retailer intervention is defined at clause 34.2.

supporting documentation template means a template provided by the **Department** to **participating retailers** or otherwise published on the **Department's website** for the purposes of reporting on an obligation under this Code.

treatment group means a subgroup determined by the **Department** of **approved customers** for the **program**.