



# *Government Gazette*

of the State of

New South Wales

**Number 301 - Electricity and Water**

**Thursday, 08 August 2024**

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**Gazette notice for the revocation of the NSW Social Programs for Energy Code  
Version 8.0 and the adoption of the NSW Social Programs for Energy Code  
Version 8.1**

**ELECTRICITY SUPPLY ACT 1995**

**GAS SUPPLY ACT 1996**

**NSW Social Programs for Energy Code**

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

1. In accordance with clause 21(5) of the *Electricity Supply (General) Regulation 2014* and section 4(5) of the *Gas Supply (Natural Gas Retail) Regulation 2023*, revoke Version 8.0 of the NSW Social Programs for Energy Code that took effect on 1 July 2024 (NSW Government Gazette No 240 of 28 June 2024 [n2024-1185]), with the revocation to take effect upon publication of Version 8.1 of the NSW Social Programs for Energy Code in the NSW Government Gazette.
2. 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 8.1 of the NSW Social Programs for Energy Code set out in Schedule 1 to this notice, with the adoption to take effect immediately following the revocation of Version 8.0 of the NSW Social Programs for Energy Code.

Dated this 8<sup>th</sup> day of August 2024



THE HON PENNY SHARPE MLC

Minister for Energy

# SCHEDULE 1

## NSW Social Programs for Energy Code

Version 8.1

Low Income Household Rebate (including Rebate Swap Programs)  
NSW Gas Rebate (including NSW Gas Rebate for LPG customers)  
Life Support Rebate  
Medical Energy Rebate  
Family Energy Rebate  
Energy Accounts Payment Assistance (EAPA) Scheme  
Seniors Energy Rebate  
National Energy Bill Relief Payments (2023–24)  
National Energy Bill Relief Payments (2024-25)

Effective Date: 8 August 2024

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# NSW SOCIAL PROGRAMS FOR ENERGY CODE V8.1

## PART 1. PRELIMINARY

### 1. Name

This Code is the *NSW Social Programs for Energy Code v8.1*.

### 2. Commencement

This Code commences on 8 August 2024.

### 3. Authority

This Code is a social **programs** 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**. The 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 NSW Government's social **programs** for **energy**, and other bill relief schemes, namely—

- 4.1 Low Income Household Rebate (including **rebate swap programs**);
- 4.2 NSW Gas Rebate (including NSW Gas Rebate for **LPG customers**);
- 4.3 Life Support Rebate;
- 4.4 Medical Energy Rebate;
- 4.5 Family Energy Rebate;
- 4.6 Energy Accounts Payment Assistance scheme;
- 4.7 Seniors Energy Rebate;
- 4.8 **National Energy Bill Relief Payments 2023-2024**; and
- 4.9 **National Energy Bill Relief Payments 2024-2025**.

### 5. Application generally

- 5.1 The whole of this Code applies to all electricity **sellers** with respect to their **residential customers**.
- 5.2 The whole of this Code applies to all gas **sellers** except for Division 2, Division 3 and Division 5 of Part 3 and Part 4 of the Code.
- 5.3 The whole of this Code applies to Ergon Energy Queensland Pty Ltd (ACN 121 177 802), as an exempt person under section 21(2) of the *Electricity Supply (General) Regulation 2014*, in respect of **exempt customers** connected to the distribution system of Ergon Energy Corporation Limited (ACN 087 646 062).
- 5.4 If a **retail customer** is a **seller**, the **retailer** of that **retail customer** has no obligations under this Code to the customers of that **retail customer**.

**Example**—if a **retailer** sells electricity to a **retail customer** and that **retail customer** sells **energy** as an **exempt seller** to an **exempt customer**, then the **retailer** has no obligations under this Code to the **exempt customer**.
- 5.5 A **seller** has no obligations under this Code with respect to **business customers**, except with respect to Division 3 of Part 4 of the Code.

### 6. Application to exempt sellers

- 6.1 Despite any other provision in this Code except clause 5.3, this Code does not apply to an **exempt seller** unless the **exempt seller**—

- 6.1.1 is, in relation to its **retail customers**, a **retailer**, and
- 6.1.2 has received notice in writing from the **Department** that it is approved to opt into this Code with respect to its **exempt customers**.
- 6.2 The approval process for an **exempt seller** to opt into this Code is as follows—
- 6.2.1 By 30 March of a year, the **exempt seller** must submit an **approved expression of interest form** to the **Department** to opt into the Code with respect to its **exempt customers**.
- Note 1**—the **Department** will notify the **exempt seller** in writing whether the **exempt seller's** application has been progressed or refused.
- Note 2**—the **Department** will consider whether the **exempt seller** demonstrates an ability to meet the requirements of this Code when assessing the expression of interest.
- 6.2.2 By 1 June of the same year, an **exempt seller** whose expression of interest is progressed must declare to the **Department** that it is ready to meet all of the obligations under this Code.
- Note**—After 1 June, the **Department** will decide whether to approve the **exempt seller** to opt into this Code, with or without conditions, and will notify the **exempt seller** of its decision in writing before 1 July of that year.
- Example**—the **Department** may approve an **exempt seller** to opt into all of the **programs** under this Code except the Energy Accounts Payment Assistance scheme.
- 6.3 If an **exempt seller** is approved to opt into the Code under this clause, then the **seller**—
- 6.3.1 in its capacity as a **retailer**, has obligations under this Code to its **retail customers**;
- 6.3.2 from 1 July of the year in which the **seller** is approved to opt in—in its capacity as an **exempt seller**, has obligations under this Code to its **exempt customers**;
- 6.3.3 cannot unilaterally opt out of the Code; and
- 6.3.4 must notify the **Department** of any change to the **exempt seller's** contact details that were provided in the **approved expression of interest form** submitted under clause 6.2.1.
- 6.4 Despite clause 17, where—
- 6.4.1 an existing customer of an **exempt seller** makes an application for a **program** to which this Code relates within 12 months of the **seller** being approved to opt in the Code; and
- 6.4.2 the customer's application is approved,
- the **approved customer** is entitled to **program payments** from 1 July of the year in which the **seller** is approved to opt in and the **seller** must back-date any **program payments** to the **approved customer** from that time.
- 6.5 Despite clause 6.3, if the **Department**, by notice in writing, revokes the approval of an **exempt seller** to opt into this Code, this Code does not apply to the **seller** in its capacity as an **exempt seller** from the date of revocation.
- Note**—this Code still applies to the **seller** in its capacity as a **retailer** after a revocation under this clause.

## 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 1987* 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.

**Note**—an exception applies in clause 12.

7.4 A **residential customer** is in NSW, if their principal place of residence is in NSW.

7.5 Notes in this Code are provided for guidance and do not form part of this Code.



## **PART 2. PROVISIONS ABOUT PROGRAMS GENERALLY**

### **Division 1. Information requirements**

#### **8. Information about programs**

- 8.1 A **seller** must—
- 8.1.1 as soon as practicable after entering into a contract with a **residential customer** for the sale of **energy**—
    - 8.1.1.1 inform the **residential customer** of the availability of the **programs**; and
    - 8.1.1.2 if the **residential customer** requests an **application form** for a **program**—provide the customer with access to that form;
  - 8.1.2 include information about the availability of the **programs** in each bill issued to a **residential customer** or **exempt customer**;
- 8.2 A **seller** who supplies **energy** to **residential customers** in NSW must publish information on its website in community languages providing links to the pages of the **Department's website** that provide the following information in the community languages—
- 8.2.1 the availability of the **programs**;
  - 8.2.2 the amount that is payable to an **approved customer** under each **program**;
  - 8.2.3 the eligibility criteria for each **program**; and
  - 8.2.4 how a **residential customer** can apply for a **program**.
- 8.3 Any information about **programs** under this clause must include an acknowledgement that the **programs** are funded by the NSW Government.

#### **9. Information about white label partnerships**

- 9.1 A **retailer** must ensure all requirements imposed on the **retailer** under this Code and **energy laws** are met when engaging in a **white label partnership**.
- 9.2 A **retailer** engaging in a **white label partnership** must—
- 9.2.1 inform the **Department** of the arrangement in writing before—
    - 9.2.1.1 marketing the partnership to its customers; or
    - 9.2.1.2 entering into contracts with customers for the sale of **energy**;
  - 9.2.2 by 31 January each year—assure the **Department** that the **retailer** is meeting the requirements of this Code and **energy laws** in respect of the **white label partnership**;
  - 9.2.3 ensure the **energy** bills issued to those customers—
    - 9.2.3.1 comply with **energy laws**; and
    - 9.2.3.2 identify the **retailer** as the licensed entity to sell **energy**; and
  - 9.2.4 provide the **Department** with a template **energy** bill before issuing a customer a bill under that partnership.
- 9.3 In this clause, **white label partnership** means a relationship entered into by a **retailer** with a third party who is not a **retailer** where the third party is delivering **energy** services under the **retailer's** authorisation.

### **Division 2. Program applications**

#### **10. Assessment of program applications**

- 10.1 If a customer applies to a **seller** for any of the following **programs**, the **seller**

must, within a reasonable time, assess the customer's application for that **program**—

10.1.1 Low Income Household Rebate;

10.1.2 NSW Gas Rebate;

10.1.3 Life Support Rebate; and

10.1.4 Medical Energy Rebate.

**Note 1**—a customer may be eligible for multiple **programs** under this Code.

**Note 2**—if a customer applies for the Low Income Household Rebate or NSW Gas Rebate, this Code requires a **seller** to assess the customer for the other **program**—see clause 35.

10.2 If a customer applies to a **seller** for a **program** that is not assessed and determined by the **seller** under this Code, the **seller** must advise the customer to instead apply to the **Department** or an **EAPA provider** (as the **program** requires).

**Note**—under this Code, applications for the following **programs** are to be made to—

(a) for the Energy Accounts Payment Assistance scheme—an **EAPA provider**;

(b) for the Family Energy Rebate—the **Department**;

(c) for the Seniors Energy Rebate—the **Department**.

10.3 Upon receipt of an application from a customer, a **seller** must advise the customer that they are required to notify the **seller**, as soon as possible, of any changes in circumstances that would affect the **seller's** determination of the customer's pending application for that **program**.

10.4 A **seller** may request such further information from the customer as is necessary to assess the customer's application.

## 11. Errors in applications

If a **seller** identifies an error in a customer's application, the **seller** must—

11.1 notify the customer as soon as practicable after becoming aware of the error; and

11.2 assist the customer to rectify the error to the extent possible.

## 12. Determination of program applications

12.1 A **seller** must, within a reasonable time, determine a customer's application by—

12.1.1 approving the application; or

12.1.2 refusing the application.

12.2 A **seller** may only refuse an application if, in the **seller's** assessment—

12.2.1 the customer is ineligible for that **program**; or

12.2.2 the customer has not provided enough information for the **seller** to determine that the customer is eligible for the **program**.

12.3 A **seller** may only refuse an application on the basis in clause 12.2.2 if the **seller** has made such requests for further information under clause 10.4 as are reasonable in the circumstances.

12.4 A **seller** must, as soon as practicable after determining a customer's application, notify the customer in writing of the **seller's** decision by—

- 12.4.1 email;
  - 12.4.2 in-app notification (including a banner, badge, sound, or vibration), if the app facilitates the storage of the notice for future reference and the use of in-app notifications has been agreed to in writing by the customer;
  - 12.4.3 written notice provided in person;
  - 12.4.4 post;
  - 12.4.5 push notification for an app (including a banner, badge, sound, or vibration), if the app facilitates the storage of the notice for future reference and the use of push notifications has been agreed to in writing by the customer;
  - 12.4.6 SMS; or
  - 12.4.7 another written means agreed to by the customer.
- 12.5 If a **seller** refuses an application, the **seller** must give reasons for refusal.
  - 12.6 Despite clause 12.4, a **seller** may provide notice of a decision to a customer verbally by telephone.
  - 12.7 Clause 12.6 does not apply to applications made on or after 1 July 2025.

### **Division 3. Methodologies for calculating payments and fees**

#### **13. Methodologies for calculating program payments**

##### **13.1. Methodology for calculating payments for programs except the Life Support Rebate**

For the purposes of this Code, a **program payment** for a **program** other than the Life Support Rebate is to be calculated—

- 13.1.1 as a daily rate, by applying the value per day specified in the second column of Table 13.1 for each billing day; or
- 13.1.2 if the value per day is specified as ‘not applicable’—as a lump sum, by applying the equivalent annual value specified in the third column of Table 13.1.

**Table 13.1**

<b>Program</b>	<b>Value per day (\$)</b>	<b>Rounded annual value (\$)</b>
Low Income Household Rebate	0.9590	350 (for information)
NSW Gas Rebate	0.3014	110 (for information)
Medical Energy Rebate	0.9590	350 (for information)
Family Energy Rebate	Not applicable	As per clause 41
Energy Accounts Payment Assistance scheme	Not applicable	As per clause 45
Seniors Energy Rebate	Not applicable	250 (for information)

**Note**—for the Family Energy Rebate, the **program payment** will be an equivalent annual value of either \$250 or \$30, determined in accordance with clause 41 by using the **dataset** provided to the **seller**. For the Energy Accounts Payment Assistance scheme, the **program payment** will be an amount that is approved by the **Department** for a customer and applied by the **seller** in accordance with clause 45.

##### **13.2. Methodology for calculating payments for the Life Support Rebate**

For the purposes of this Code, a **program payment** for the Life Support Rebate is to be calculated as a daily rate, by applying the value per day specified in the second column of Table 13.2 for each billing day, for each piece of **approved life support equipment** used by the customer, or a person living at the same address

as the customer, that is listed in the first column of that table.

**Table 13.2**

Approved life support equipment	Value per day (\$)	Rounded annual value (\$) (for information)
Positive Airways Pressure (PAP) device (24 hours)	<u>24-hour usage</u>	<u>24-hour usage</u>
	0.8662	316
	<u>&lt;24-hour usage</u>	<u>&lt;24-hour usage</u>
	0.4392	160
Enteral feeding pump	0.5368	195
Phototherapy equipment	4.4896	1638
Home dialysis	1.8788	685
Ventilator <i>Does not include a nebuliser, humidifier or vaporiser</i>	4.4896	1638
Oxygen concentrator	<u>24-hour usage</u>	<u>24-hour usage</u>
	3.7942	1384
	<u>&lt;24-hour usage</u>	<u>&lt;24-hour usage</u>
	2.2570	823
Total Parenteral Nutrition (TPN) pump	1.0248	374
External heart pump	0.1342	48
Power wheelchair for a person with quadriplegia <i>Does not include a mobility scooter</i>	0.3660	133

**Note**—the data in the third column of Table 13.2 is for information only.

### 13.3. Application of GST to program payment calculations

13.3.1 A **program payment** calculated in accordance with this Division is exclusive of **GST**.

13.3.2 In this clause, **GST** has the same the meaning as it has in the *A New Tax System (Goods and Services Tax) Act 1999* of the Commonwealth.

### 14. Calculation of seller payments

For the purposes of this Code, a **seller payment** is to be calculated monthly as follows—

**Seller payment** = *sum of program payments* + *sum of administration fees*

**Note**—arrangements for the payment of **seller payments** are specified in clause 24.

### 15. Calculation of administration fees

15.1 For every **program** except the Family Energy Rebate and Energy Accounts Payment Assistance scheme, the **administration fee** is to be calculated monthly as follows—

**Administration fee** =  $\$1/15 \times \text{sum of approved customers of the seller as at the last day of the month in respect of which the claim is made}$

15.2 For the Family Energy Rebate and Energy Accounts Payment Assistance scheme, the **administration fee** is to be calculated monthly as follows—

**Administration fee** =  $\$0.80 \times \text{sum of customers paid program payments}$

**Note**—an **administration fee** for the Energy Accounts Payment Assistance scheme is calculated using this formula regardless of the amount of the **program payment** that is paid.

- 15.3 A **seller** cannot claim an **administration fee** for Energy Accounts Payment Assistance scheme payments that are invalid or not credited to a customer's account.

#### **Division 4. Program payments and seller payments**

##### **16. Sellers to deliver program payments to approved customers**

- 16.1 A **seller** must, in accordance with this Code, deliver **program payments** to an **approved customer** for each **program** for which they are approved.

**Note**—Part 3 makes special provisions for the delivery of payments for particular **programs**. For example, payments of the Seniors Energy Rebate are delivered by the **Department**, not by **sellers**.

- 16.2 Despite clause 16.1, a **seller** must not deliver **program payments** to an **approved customer** if, and for so long as, the customer is assessed or determined to be ineligible for that program.

**Example**—subject to the requirements of this Code, a **seller** must not deliver **program payments** to an **approved customer** who fails a **verification check**.

##### **17. Commencement of program payments**

- 17.1 An **eligible customer** whose application is approved under this Code is deemed to be an **approved customer** from the date of the customer's application.
- 17.2 A **seller** must back-date **program payments** to the **approved customer** to the date of that customer's application for the **program**.

##### **18. Initial verification checks of concession card holders**

- 18.1 If an eligibility criterion of a **program** is that a customer must hold a **concession card**, the **seller** must, before making the first **program payment** to the customer, carry out a **verification check** with Services Australia or the Commonwealth Department of Veterans' Affairs (as the case requires) to confirm that the customer holds the **concession card**.
- 18.2 A **seller** may meet the requirement in clause 18.1 by way of a batch verification request about multiple customers rather than an individual verification request for each customer.

##### **19. Ongoing verification checks of concession card holders**

- 19.1 If an eligibility criterion of a **program** is that a customer must hold a **concession card**, a **seller** must carry out a **verification check** with Services Australia or the Commonwealth Department of Veterans' Affairs in accordance with clauses 19.2 and 19.3 (as the case requires) to confirm the **approved customer** continues to hold the relevant **concession card**.
- 19.2 If the **concession card** is a Pensioner Concession Card or Veteran Gold Card—the **seller** must carry out the **verification check** with Services Australia or the Commonwealth Department of Veterans' Affairs at least once every twelve months.
- 19.3 If the **concession card** is a Commonwealth Health Care Card—the **seller** must carry out the **verification check** with Services Australia at least once every three months.

##### **20. Billing of customers**

- 20.1 A **seller** must identify each **program payment** as a separate amount on the **approved customer's** bill.
- 20.2 For the Low Income Household Rebate, NSW Gas Rebate, Life Support Rebate, Medical Energy Rebate, and Family Energy Rebate, a **seller** must use the following descriptions (as relevant) for each separate credit amount on the bill—
- 20.2.1 "NSW Gvt Household rebate";

- 20.2.2 “NSW Government Gas Rebate”;
  - 20.2.3 “NSW Government Life Support Rebate” or “NSW Government Rebate for the [*insert specific machine type*]”;
  - 20.2.4 “NSW Medical Energy Rebate”;
  - 20.2.5 “NSW Family Energy Rebate”.
- 20.3 For the Energy Accounts Payment Assistance scheme, a **seller** must use the following descriptions for each credit amount applied on the bill—
- 20.3.1 “EAPA Payment”;
  - 20.3.2 date; and
  - 20.3.3 dollar amount credited.
- Example**—“Payment History: EAPA Payment 12/07/2023 \$200”
- 20.4 In a bill issued on or before 30 June 2025, a **seller** may—
- 20.4.1 despite clause 20.2.1—use the description “NSW Low Income Household Rebate”; and
  - 20.4.2 despite clause 20.3—use the following descriptions for each credit amount applied—
    - 20.4.2.1 “EAPA Voucher”;
    - 20.4.2.2 date; and
    - 20.4.2.3 dollar amount credited.

## 21. Continuity of program payments and failed payments

- 21.1 A **seller** must ensure that an **approved customer** continues to receive a **program payment** when the customer—
- 21.1.1 changes contracts with the **seller**;
  - 21.1.2 changes **seller**;
  - 21.1.3 changes their principal place of residence;
  - 21.1.4 is the subject of a **verification check**,
- provided there is no change to the customer’s circumstances that would render them ineligible for the payment.
- 21.2 If an **approved customer** changes **seller**—
- 21.2.1 the customer is deemed to be an **approved customer** from the date the customer’s contract with the new **seller** enters into force; and
  - 21.2.2 the new **seller** must—
    - 21.2.2.1 verify the customer’s eligibility for the **program payment**; and
    - 21.2.2.2 after verifying eligibility, make **program payments** from the date specified in clause 21.2.1.
- 21.3 If a **seller** assesses that a customer is ineligible following a **verification check** under clause 19, then the **seller** must—
- 21.3.1 cease **program payments** to the customer for which the customer is not eligible to receive;
  - 21.3.2 notify the customer of their ineligibility and give reasons for that ineligibility as soon as practicable; and
  - 21.3.3 to the extent possible, assist the customer to rectify their eligibility if they became ineligible because of an administrative error.
- 21.4 If a customer rectifies their eligibility, then the **seller** must—

- 21.4.1 resume **program payments**; and
- 21.4.2 in the customer's next bill, pay the customer any missed **program payments** that the customer would have been entitled to receive from the date the **seller** ceased **program payments** under clause 21.3.1.

**Example**—a **seller** is not required to pay a customer a **program payment** that the customer may have been eligible to receive prior to **program payments** ceasing, including prior to an application for the **program** being made.

- 21.5 If more than 12 months of **program payments** have been missed, a **seller** must only pay a customer under clause 21.4 an amount no more than the equivalent of 12 months of **program payments**.

- 21.6 If a **seller** fails to make a **program payment** to an **approved customer** for any reason that is not authorised by this Code, the **seller**—

- 21.6.1 must pay any missed **program payments** that the customer was entitled to receive in the customer's next bill; and

- 21.6.2 is only entitled to receive **seller payments** from the **Department** for the missed **program payments** paid under clause 21.6.1 that the customer would have been entitled to receive in the 12 months prior to the failed payment.

**Example**—the **seller** may fail to make a payment where the **seller** misdescribes the customer's application information when carrying out a **verification check** or makes some administrative error.

## 22. Payment errors

- 22.1 If a **seller**—

- 22.1.1 makes a **payment error** that is the **seller's** fault; and

- 22.1.2 has claimed and been paid a **seller payment** under clause 24 from the **Department** in respect of the **payment error**;

then the **seller**—

- 22.1.3 must reimburse the **Department** for the **seller payment** paid; and

- 22.1.4 may reverse the **payment error** within 30 calendar days of the bill being issued, but must not recover any other amount from the customer.

- 22.2 If a **seller** makes a **payment error** that is the customer's fault, then the **seller** must—

- 22.2.1 immediately cease any further **program payments** to the customer which the customer is not eligible to receive;

- 22.2.2 notify the customer of the reason for the error, including any matter affecting the customer's eligibility to receive the **program payment**, as soon as practicable after becoming aware of the error; and

- 22.2.3 to the extent possible, assist the customer to rectify the error.

- 22.3 If a customer rectifies a **payment error** that is their fault, then the **seller** must—

- 22.3.1 resume **program payments**; and

- 22.3.2 in the customer's next bill, pay the customer any missed **program payments** that the customer, in rectifying the **payment error**, would have been entitled to receive.

- 22.4 In this clause—

- 22.4.1 A **payment error** is taken to be the customer's fault if it arises because the customer provided incorrect or incomplete information in an application for a **program**.

- 22.4.2 A **payment error** is taken to be the **seller's** fault—

- 22.4.2.1 if the **seller** erred in assessing or determining a customer's

application for the **program**;

22.4.2.2 if the **seller** did not comply with the systems and governance requirements in Division 5 of this Part in relation to the **program**;

22.4.2.3 if the **seller** otherwise did not comply with a requirement of this Code in relation to the **program**; or

22.4.2.4 in any other circumstance that is not taken to be the customer's fault under clause 22.4.1.

22.5 In this clause, **payment error** means a **program payment** to a customer who at the time was in fact ineligible, or cannot be established as having been eligible, to receive that payment.

### 23. Credit balances

23.1 If the total amount of an **approved customer's** bill is less than the **program payment**, the **seller** must apply the difference as a credit to the customer's account.

23.2 Subject to the other requirements of this clause, a **seller** must carry forward a credit amount under clause 23.1.

**Example**—A credit amount that is carried forward can be applied to future charges on the customer's account.

23.3 If an **approved customer** reasonably requests to transfer the credit amount to another account held by the customer with the **seller**, the **seller** must transfer the amount within a reasonable time.

23.4 If an **approved customer** reasonably requests to draw down a credit amount, the **seller** must meet that request within a reasonable time.

**Note**—a customer may drawdown their credit balance under this clause without closing their account with the **seller**.

23.5 A **seller** may limit the number of times an **approved customer** may make a request under clause 23.3 or 23.4, but in either case must allow the customer to make the request at least once every 12 months.

23.6 If a **seller's** contract for the sale of **energy** to an **approved customer** terminates for any reason, the **seller** must refund, within a reasonable time, any credit applied to the customer's account on the termination date.

23.7 In this clause, a **program payment** excludes a payment under the Energy Accounts Payment Assistance scheme.

### 24. Arrangements for the payment of seller payments

24.1 A **seller** that delivers a **program** may, once per month, lodge with the **Department** a claim for a **seller payment** in respect of that **program**.

24.2 A claim for a **seller payment** must be lodged by the 10<sup>th</sup> business day after the month in respect of which the claim is lodged.

24.3 A claim for a **seller payment** must include the following documents—

24.3.1 an acquittal statement;

24.3.2 a tax invoice; and

24.3.3 a report.

24.4 An acquittal statement under this clause must—

24.4.1 be independently certified as true and accurate by a person nominated by the **seller**; and

24.4.2 if the **Department** notifies the **seller** that a template must be used for an acquittal statement—use that template.



- 24.5 If the **Department** notifies the **seller** of certain requirements when preparing a tax invoice under this clause, the **seller** must meet those requirements.
- 24.6 A report under this clause must—
- 24.6.1 include the following information in respect of the month the subject of the claim—
    - 24.6.1.1 the total value of **program payments** paid by the **seller**;
    - 24.6.1.2 the **administration fees** claimed by the **seller**; and
    - 24.6.1.3 the number of **approved customers** of the **seller**;
  - 24.6.2 otherwise must be consistent with the acquittal statement and tax invoice; and
  - 24.6.3 if the **Department** notifies the **seller** that a **supporting documentation template** must be used for the report—use that template.
- 24.7 A **seller** that lodges a claim in accordance with the requirements of this clause will be paid a **seller payment** in respect of that claim.
- 24.8 If a **seller** disputes a **seller payment** and has its costs re-assessed under the *Electricity Supply (General) Regulation 2014*, Part 5, or the *Gas Supply (Natural Gas Retail) Regulation 2023*, Part 2, or both, the **seller** will be paid the amount assessed on re-assessment as if the **seller** had met all of the requirements under this clause.

## **Division 5. Systems and governance requirements**

### **25. System requirements**

- 25.1 This clause only applies to **sellers** who supply **energy** to—
- 25.1.1 **approved customers**; or
  - 25.1.2 **residential customers** who, in the opinion of the **seller** are likely to be **eligible customers**.
- 25.2 A **seller** must maintain such systems as are necessary to facilitate the delivery of a **program** in accordance with the requirements of this Code, including—
- 25.2.1 systems to ensure that **program payments** can be made; and
  - 25.2.2 accounting procedures to enable reports to be prepared.
- 25.3 If the **Department** notifies a **seller** that a particular system must be used for the purposes of a **program**, the **seller** must use that system.

### **26. Fraud**

If a **seller** reasonably suspects that fraud has been committed by any person in connection with a **program**, the **seller** must immediately notify the **Department** of its suspicion in writing.

### **27. Confidentiality**

- 27.1 A **seller** must protect the confidentiality of a customer's information that is collected or held by the **seller** for the purpose of delivering a **program**.
- 27.2 A **seller** must not use any confidential information about a customer that is collected or held for the purpose of delivering a **program** otherwise than for that purpose unless—
- 27.2.1 the customer has given explicit informed consent to the use;
  - 27.2.2 the use is authorised by clause 27.3 or another provision of this Code; or
  - 27.2.3 the use is otherwise authorised by law.

**Note**—a customer may give consent to the sharing of their information when making an application for a **program** under this Code.

- 27.3 A **seller** must, as soon as practicable, provide information about a customer that is requested by the **Department**—
- 27.3.1 with the customer's explicit informed consent; or
- 27.3.2 for the purpose of resolving a dispute between the **seller** and the customer that has been escalated to the **Department**.

## 28. Reporting

- 28.1 By 31 January and 31 July each year, a **seller** must give to the **Department** a report about the **programs** it has delivered in the immediately preceding **reporting period** using the relevant **supporting documentation template** (if any) containing the information in clause 28.2.
- 28.2 The report must contain the following information about the **approved customers** to whom the **seller** provided **energy**—
- 28.2.1 customers' account numbers or other identification numbers, localities and postcodes;
- 28.2.2 customers' National Meter Identifiers (NMI), Delivery Point Identifiers (DPI) and Customer Reference Number (CRN) (if available and applicable to the reported **program**);
- Note**—this information must be encrypted under clause 28.3.
- 28.2.3 unique bill reference numbers, 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**;
- 28.2.4 **program payment** commencement dates and verification dates;
- 28.2.5 hardship and payment arrangements (including the existence of an **affordable payment plan**), disconnection and reconnection dates and outstanding charges at disconnection; and
- 28.2.6 if there is a template—any other information required by that template.
- 28.3 A **seller** must encrypt any sensitive information about a customer that is included in a report under this clause, including Customer Reference Numbers.
- 28.4 If the **Department** notifies a **seller** that a particular encryption type or algorithm must be used for the purposes of a report under this clause, the **seller** must use that encryption type or algorithm.
- 28.5 A **seller** must comply with a request by the **Department** 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 **seller** agree in writing.
- 28.6 If a **seller** does not supply **energy** to an **approved customer** during the **reporting period**—
- 28.6.1 the requirement to give the report to the **Department** in clause 28.1 does not apply for that **reporting period**; and
- 28.6.2 the **seller** must notify the **Department** in writing a report will not be given for that **reporting period**.
- 28.7 In this clause, **reporting period** means—
- 28.7.1 for 31 January—the period from 1 July to 31 December;
- 28.7.2 for 31 July—the period from 1 January to 30 June.

## 29. Record-keeping

- 29.1 A **seller** must keep such records as are necessary to prove that the **seller** has complied with its requirements under this Code.
- 29.2 For the avoidance of doubt, a **seller** must keep copies of applications made.

29.3 A **seller** must hold a record that relates to this Code—

29.3.1 in the case of an **application form** for a particular **program**—for as long as the **seller** delivers that **program** to the customer that is the subject of the **application form**, plus seven years;

29.3.2 otherwise—for seven years.

### 30. Compliance audits

A **seller** must comply with a reasonable request by—

30.1 the Minister; or

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

in relation to an audit of the **seller** for the purposes of determining whether the **seller** 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. PROVISIONS ABOUT SPECIFIC PROGRAMS**

### **Division 1. Low Income Household Rebate & NSW Gas Rebate (including NSW Gas Rebate for LPG customers)**

#### **31. Eligibility criteria**

- 31.1 To be an **eligible customer** for the Low Income Household Rebate or the NSW Gas Rebate a person must be—
- 31.1.1 a **residential customer** in NSW of a **seller** for electricity or gas;
  - 31.1.2 a person whose name appears on the account for supply to his or her principal place of residence; and
  - 31.1.3 a holder of a Commonwealth Health Care Card, a Pensioner Concession Card or a Veteran Gold Card.
- 31.2 A person who meets the criteria in clause 31.1—
- 31.2.1 is an **eligible customer** for the Low Income Household Rebate if the person is supplied electricity by a **seller**; and
  - 31.2.2 is an **eligible customer** for the NSW Gas Rebate if the person is supplied gas by a **seller**.
- Note**—A person is eligible for both the Low Income Household Rebate and the NSW Gas Rebate if they meet the eligibility criteria in clause 31.1 and are supplied gas and electricity.
- 31.3 The Low Income Household Rebate or the NSW Gas Rebate or both may only be claimed once per household.
- 31.4 A person can be an **eligible customer** for both the NSW Gas Rebate and the Low Income Household Rebate.

**Note**—there are additional eligibility criteria in clause 37 for **LPG customers**.

#### **32. Application form**

- 32.1 A person may apply for the Low Income Household Rebate or the NSW Gas Rebate in writing or by telephone in the **relevant form** to the **seller**.
- 32.2 In this clause, the **relevant form** means—
- 32.2.1 the **seller form**; or
  - 32.2.2 if a **seller form** is not prepared by the **seller**—the **application form**.

#### **33. Preparation of seller forms**

- 33.1 A **seller** may establish a standard pro-forma application that includes questions requesting the following information (the **seller form**)—
- 33.1.1 the full name of the customer;
  - 33.1.2 the customer's principal place of residence;
  - 33.1.3 the name and number of the relevant **concession card** held by the customer;
  - 33.1.4 the date of grant or expiry of the **concession card**;
  - 33.1.5 the date the application is made; and
  - 33.1.6 whether the customer is sold gas or electricity or both by the **seller** (if the **seller** sells both gas and electricity).
- 33.2 The **seller form** must include a statement to the following effect—
- 33.2.1 by making the application, the customer consents to the eligibility details provided by the customer in their application being used to check with Services Australia and the Commonwealth Department of Veterans' Affairs whether the customer holds the relevant **concession card**;

- 33.2.2 the customer has the right to revoke their consent to the eligibility check at any time in writing;
- 33.2.3 if the customer refuses to give consent, they will not be eligible to receive the relevant **program payment** unless they can provide written verification of their continuing eligibility from Services Australia or Commonwealth Department of Veterans' Affairs;
- 33.2.4 by making the application, the customer consents to information provided by the customer being shared with the **Department**; and
- 33.2.5 if the customer is eligible for the Low Income Household Rebate or the NSW Gas Rebate and is sold both gas and electricity by the **seller**, they will be eligible for both the Low Income Household Rebate and the NSW Gas Rebate.

#### 34. Application process

- 34.1 When an application is made in writing, a **seller** must only accept the application if it has been signed by the customer by hand or signed electronically (whether by electronic signature or a scanned copy of an application signed by hand).
- 34.2 When an application is made by telephone, the **seller** receiving the application must—
  - 34.2.1 inform the customer of the statements set out in clause 33.2;
  - 34.2.2 request the customer's consent to check the status of their **concession card** with Services Australia or Commonwealth Department of Veterans' Affairs; and
  - 34.2.3 record the customer's consent or refusal.

#### 35. Requirement to verify eligibility for both programs before commencing program payments

If a customer is an **approved customer** for the Low Income Household Rebate or the NSW Gas Rebate, before making the first **program payment** for the **program** to the customer, the **seller** must determine that the customer is also an **approved customer** for the other **program** if the **seller** supplies electricity and gas to the customer even if the customer has not applied for that other **program**.

#### 36. Rebate swap programs

- 36.1 A person who is an **approved customer** for the Low Income Household Rebate may exchange receipt of the Low Income Household Rebate to participate in a **rebate swap program** for the period of time specified in clause 36.2.
 

**Note**—the **rebate swap program** is delivered by the **Department**. A **seller** is required by this Code to provide information about this **program** under clause 8.
- 36.2 The **Department** will provide a list of approved **rebate swap program** participants' details to **sellers** and the date from which they are no longer eligible to receive the **program payment**. The **seller** must cease applying the Low Income Household Rebate as soon as practicable after receiving notice from the **Department** under this clause for a period of 10 years, or other period specified by the **Department**.
- 36.3 A **seller** must recommence applying the Low Income Household Rebate after the period specified in clause 36.2.
- 36.4 Despite clauses 36.2 and 36.3, a **seller** must recommence applying the Low Income Household Rebate within the period specified in clause 36.2 if the **Department** notifies the **seller** that an **eligible customer** is no longer a **rebate swap program** participant.

#### 37. NSW Gas Rebate for LPG customers

- 37.1 If the person is an **LPG customer**, to be an **eligible customer** for the NSW Gas

Rebate, a person must provide a copy of an invoice that includes—

- 37.1.1 the customer's name;
  - 37.1.2 the customer's principal place of residence as the delivery address;
  - 37.1.3 the date of purchase;
  - 37.1.4 the name and contact details of the **LPG** or bottled gas supplier, in a stamped or printed format; and
  - 37.1.5 evidence of reticulated **LPG** supply or at least 45 kilograms or 88 litres of **LPG** or other gas bottles or refills of such bottles.
- 37.2 An **LPG customer** is only an **eligible customer** for a one year period.

**Note**—the NSW Gas Rebate for **LPG customers** is delivered by the **Department**. A **seller** is required by this Code to provide information about this **program** under clause 8. Eligibility for the **NSW Gas Rebate** for **LPG customers** is for one financial year only, and persons may make further applications for subsequent years.

## **Division 2. Life Support Rebate and Medical Energy Rebate**

### **38. Eligibility criteria**

- 38.1 To be an **eligible customer** for the Life Support Rebate or the Medical Energy Rebate a person must be—
- 38.1.1 a **residential customer** in NSW of the **seller**, and
  - 38.1.2 a person whose name appears on the electricity account for supply to his or her principal place of residence.
- 38.2 In addition to clause 38.1, to be an **eligible customer** for the Life Support Rebate, **approved life support equipment** must be used at the principal place of residence by the customer or another person who lives at the same address.
- 38.3 In addition to clause 38.1, to be an **eligible customer** for the Medical Energy Rebate, the customer must—
- 38.3.1 hold—
    - 38.3.1.1 a Commonwealth Health Care Card;
    - 38.3.1.2 a Pensioner Concession Card; or
    - 38.3.1.3 a Veteran Gold Card;
  - 38.3.2 demonstrate that the customer or another person who lives at the same address, has been treated by a registered medical practitioner for at least 3 months, and assessed the customer or that other person who lives at the same address as having—
    - 38.3.2.1 an inability to self-regulate body temperature;
    - 38.3.2.2 a **primary qualifying condition**; and
    - 38.3.2.3 a **secondary qualifying condition**.
- 38.4 A person is eligible for the Life Support Rebate for four years from the date the application is made.
- Note**—a person may make subsequent applications for the Life Support Rebate. The person will be eligible for the Life Support rebate for four years from the subsequent application.
- 38.5 In this clause—
- primary qualifying condition** includes any of the following—
- (a) autonomic system dysfunction, being medical conditions in which the autonomic system has been damaged;
  - (b) loss of skin integrity or loss of sweating capacity;
  - (c) objective reduction of physiological functioning at extremes of

environmental temperatures;

- (d) hypersensitivity to extremes of environmental temperature leading to increased pain or other discomfort or an increased risk of complications.

**secondary qualifying condition** includes any of the following—

- (a) severe immobility;
- (b) demonstrated significant loss of autonomic regulation of sweating, heart rate or blood pressure;
- (c) demonstrated loss of physiological function or significant aggravation of clinical condition at extremes of environmental temperature.

### 39. Application process

- 39.1 A person, or a registered medical practitioner on behalf of the person with the person's consent, may apply for the Life Support Rebate or the Medical Energy Rebate by submitting an **application form** to a **seller**.

**Example**—a customer may submit an **application form** that has been signed by a registered medical practitioner, or alternatively a registered medical practitioner may sign an **application form** completed by the customer and submit the form on the customer's behalf (with the customer's consent) to the **seller**.

- 39.2 The **seller** must provide notice to **residential customers** of the means by which a **residential customer** may submit the **application form**.

**Example**—in person, or in writing by post or electronic submission.

**Note**—a customer may update their other details with the **seller** for the purposes of this **program** by other forms of communication, including by telephone.

- 39.3 For the purposes of clause 39.1, a registered medical practitioner does not include—

- 39.3.1 a medical practitioner who is also the applicant; or

- 39.3.2 a person representing or employed by an equipment manufacturer or sleep clinic.

- 39.4 When assessing an application for the Life Support Rebate or the Medical Energy Rebate, a **seller** must verify that the address of the person who uses **approved life support equipment** or who is being treated by a registered medical practitioner is the same as the **energy** account address in respect of which the application has been made.

- 39.5 In the **seller's** notice under clause 12.4, a **seller** must notify the customer that their eligibility for the Life Support Rebate expires in four years and must be renewed if they wish to continue receiving **program payments**.

- 39.6 From 1 January 2025, a **seller** must notify the customer of the expiration of their eligibility for the Life Support Rebate—

- 39.6.1 six months prior to the expiration date; and

- 39.6.2 three months prior to the expiration date.

## **Division 3. Family Energy Rebate**

### 40. Eligibility criteria

To be an **eligible customer** for the Family Energy Rebate for a financial year a person must be—

- 40.1 a **residential customer** in NSW of the electricity **seller**;

- 40.2 a person whose name appears on the electricity account for supply to their principal place of residence; and

- 40.3 assessed by Services Australia as being eligible for the Family Tax Benefit A or B during the financial year immediately preceding the financial year in which an application for the Family Energy Rebate is made and have received a payment of the Family Tax Benefit in respect of that eligibility.

**Note**—the Family Energy Rebate is delivered by the **Department**. A **seller** is required by this Code to provide information about this **program** under clause 8. Eligibility for the Family Energy Rebate is for one financial year only, and persons may make further applications for subsequent years.

#### 41. Sellers to use dataset for Family Energy Rebate

- 41.1 A **seller** must deliver a **program payment** to an **approved customer** for the Family Energy Rebate in accordance with the confidential dataset provided to the **seller** by the **Department** (the **dataset**).

**Note**—the **dataset** provided by the **Department** will show the **program payment** determined by the **Department** to be credited to the customer's account.

- 41.2 A **seller** must, at least once every 10 business days, download the **dataset** and import updates to the **dataset** advising the **Department** whether or not the **program payment** has been credited to the account for the customer.
- 41.3 A **seller** must verify whether the information about the customer in the **dataset** is consistent with the **seller's** information about the customer in its billing system before applying a **program payment**.
- 41.4 Despite clause 16.1, a **seller** must not deliver a **program payment** for the Family Energy Rebate if the information about the customer in the **dataset** is inconsistent with the **seller's** information about the customer in its billing system.

### **Division 4. Energy Accounts Payment Assistance**

#### 42. Eligibility criteria

- 42.1 To be an **eligible customer** for the Energy Accounts Payment Assistance scheme a person must be—
- 42.1.1 a **residential customer** in NSW;
  - 42.1.2 the primary holder of an active account with a **seller**; and
  - 42.1.3 financially disadvantaged and experiencing difficulty in paying their **energy** bill due to a crisis or emergency situation.

**Note**—**EAPA providers** assess eligibility for Energy Accounts Payment.

- 42.2 A **seller** must not make a representation to a customer about their eligibility for the Energy Accounts Payment Assistance scheme or any payment they may receive under that **program**.

#### 43. Additional assistance

- 43.1 A **seller** must consider offering additional assistance to a customer notified to the **seller** to be an **eligible customer** for the Energy Accounts Payment Assistance scheme in accordance with the **seller's** customer hardship policy.

**Note**—**retailers** have obligations under section 43 of the *National Energy Retail Law (NSW)* and the **National Energy Retail Rules** to prepare customer hardship policies.

- 43.2 Without limiting clause 43.1, a **seller** must discuss and offer **affordable payment plans** to an **eligible customer**.

**Note**—clause 43.2 is in addition to any requirement on **retailers** to discuss and offer payment plans under the *National Energy Retail Law (NSW)* and the **National Energy Retail Rules**.

- 43.3 A **seller** must not refer a customer to an **EAPA provider** unless the **seller** has exhausted all reasonable options for providing additional assistance to the customer.

**Note**—this clause does not prevent a **seller** from referring a customer to an **EAPA provider** if the **seller** has complied with clauses 43.1 and 43.2 and there are no other reasonable options for providing additional assistance to the customer.



- 43.4 In this clause, an **affordable payment plan** means a plan made between a customer and a **seller** for outstanding debts on an **energy** bill to be paid in installments of an amount that the customer agrees is manageable.

#### 44. Disconnection and other actions prohibited during EAPA assessment

If a **seller** has knowledge that a **residential customer** is awaiting assessment and determination of their application for Energy Accounts Payment Assistance, the **seller** must not—

- 44.1 disconnect the customer's energy;
- 44.2 apply late fees to the customer's account; or
- 44.3 commence proceedings or debt recovery;

**Example**—arranging debt collectors.

until an **EAPA provider** has assessed and determined the application, or the application has been withdrawn.

**Note 1**—customers are encouraged to advise their **seller** when applying for **EAPA**.

**Note 2**—disconnection of premises of a hardship customer is a last resort option under section 47 of the *National Energy Retail Law (NSW)*.

#### 45. Seller requirements for delivering the Energy Accounts Payment Assistance scheme

- 45.1 Within two business days of being notified that a customer is an **approved customer** for the Energy Accounts Payment Assistance scheme for an approved **EAPA** amount by the **Department**, a **seller** must credit the approved **EAPA** amount to the customer's account.

- 45.2 Despite clause 45.1, a **seller** must not credit an approved **EAPA** amount to a customer's account to the extent that the approved **EAPA** amount would—

- 45.2.1 place the account in credit; or
- 45.2.2 result in the payment of **non-consumption fees or charges**.

- 45.3 Where clause 45.2 applies, the **seller** must credit as much of the approved **EAPA** amount as would not place the account in credit or result in the payment of **non-consumptions fees or charges**.

**Example**—Where an approved **EAPA** amount is issued in the form of \$50 vouchers, the **seller** cannot credit an amount to a customer's account that will put the account in credit, so may apply less than the approved **EAPA** amount to the account in order to apply an amount that is in \$50 increments.

- 45.4 A **seller** must notify the **Department** within two business days whether an approved **EAPA** amount was paid to an **approved customer** and, if it was not paid, the reason for non-payment.

- 45.5 In this clause, **non-consumption fees or charges** means any fees and charges that are not—

- 45.5.1 service fees or charges, including monthly fixed cost access fees;
- 45.5.2 metered **energy** consumption fees or charges; or
- 45.5.3 fees or charges for estimated usage approved by an **EAPA provider**.

- 45.6 This clause prevails to the extent of an inconsistency with clauses 16 and 17.

#### 46. Sellers to assist EAPA providers

- 46.1 A **seller** must make all reasonable attempts to assist **EAPA providers** in delivering **EAPA**.

**Example**—providing direct, dedicated, free-to-call numbers to a **seller's** hardship units and working cooperatively to resolve issues concerning customers.

- 46.2 A **seller** must have in place a direct, dedicated telephone enquiry number for **EAPA providers** to contact that **seller** to confirm the details of a **residential customer** seeking **EAPA** payments.

- 46.3 A call to a **seller's** telephone enquiry number for **EAPA providers** must be answered or call backs made as soon as reasonably practicable.
- 46.4 A **seller** must, as soon as possible, notify the **Department** of its telephone enquiry number under clause 46.2 and, if that number changes, notify the **Department** of the new number.
- 46.5 If a **seller** refers a **residential customer** to an **EAPA provider**, the **seller** must notify the customer of the requirement that the customer must provide a copy of their last issued bill at the **EAPA** assessment interview.

## **Division 5. Seniors Energy Rebate**

### **47. Eligibility for the Seniors Energy Rebate**

To be an **eligible customer** for the Seniors Energy Rebate for a financial year a person must be—

- 47.1 a **residential customer** in NSW of the electricity **seller**;
- 47.2 the named person on the electricity account for supply to their principal place of residence;
- 47.3 the holder of a Commonwealth Seniors Health Card; and
- 47.4 not a recipient of the Low Income Household Rebate.

**Note**—the Seniors Energy Rebate is delivered by the **Department**. A **seller** is required by this Code to provide information about this **program** under clause 8.

## **PART 4. SAVING, TRANSITIONAL AND OTHER PROVISIONS**

### **Division 1. Preliminary**

#### **48. Saving of prior code**

The *NSW Social Programs for Energy Code v7.1* has effect to the extent necessary to give effect to the provisions of this Part.

**Note**—this includes the calculation and payment of fees.

### **Division 2. National Energy Bill Relief Payments 2023-2024**

#### **49. Provisions about National Energy Bill Relief Payments 2023-2024**

- 49.1 The *NSW Social Programs for Energy Code v7.1* applies to the requirements of this clause.
- 49.2 A **retailer** that has accrued an amount to be paid to a customer for the purposes of delivering **National Energy Bill Relief Payments 2023-2024** but has not yet paid that amount to the customer must—
- 49.2.1 pay the amount to the customer in the customer's next bill; and
- 49.2.2 submit a claim with respect to that amount to the **Department**.
- 49.3 A **retailer** must do the following in respect of **National Energy Bill Relief Payments 2023-2024**—
- 49.3.1 make any outstanding payments to customers as soon as practicable; and
- 49.3.2 by 30 June 2025—
- 49.3.2.1 make any outstanding claims to the **Department**;
- 49.3.2.2 meet any outstanding reporting and auditing requirements; and
- 49.3.2.3 meet any other outstanding requirements under the *NSW Social Programs for Energy Code v7.1*.

### **Division 3. National Energy Bill Relief Payments 2024-2025**

#### **50. Overview**

In May 2024 the Australian Government announced an extension to the National Energy Bill Relief fund, with additional payments to **eligible households** and **eligible small businesses** to be facilitated by the State and Territory Governments. This Division implements the requirements for making these payments in NSW.

**Note**— The **National Energy Bill Relief Payments 2024-2025** is not a **program** for the purposes of this Code. Accordingly, clauses within the Code that only apply to **programs** do not apply to the **National Energy Bill Relief Payments 2024-2025**.

- 50.1 In this division—
- 50.1.1 an **eligible household** is a household that satisfies the eligibility criteria in clause 52.1.
- 50.1.2 an **eligible small business** is a business that satisfies the eligibility criteria in clause 53.1.
- 50.1.3 a **relevant payment** is the payment a retailer is required to pay to an **eligible household** as per clause 54.1 or to an **eligible small business** as per clause 54.2.
- 50.1.4 **Methodology document** means the document published by the **Department** on the **Department's website** titled 'National Energy Bill Relief – NSW small business energy usage estimation methodology version 2.0' as amended from time to time.

- 50.1.5 **Reimbursement claim** has the meaning given in clause 56.1.
- 50.1.6 a **deemed occupier account** is an interim electricity account that accrues energy charges for a premises, where the **seller** does not have an identified relationship with the occupant.

## 51. Seller determination and obligation to pay

- 51.1 A **seller** must determine whether a customer is an **eligible household** or an **eligible small business** on or as soon as practicable thereafter the relevant census date for each quarter.
- 51.2 A **seller** must make a **relevant payment** to an **eligible household** or an **eligible small business** as soon as practicable after each census date, and may do this by—
  - 51.2.1 crediting the **relevant payment** to the customer in the customer's next bill; or
  - 51.2.2 reissuing an earlier bill with a credit for the **relevant payment** applied.
- 51.3 For the purposes of this Division, the census dates are as follows—
  - 51.3.1 for Quarter 1, the census date is 31 July 2024.
  - 51.3.2 for Quarter 2, the census date is 1 October 2024.
  - 51.3.3 for Quarter 3, the census date is 1 January 2025.
  - 51.3.4 for Quarter 4, the census date is 1 April 2025.

## 52. Household eligibility criteria

- 52.1 An **eligible household** is any account that, on the relevant census date is—
  - 52.1.1 one account being supplied electricity by a **seller**,
  - 52.1.2 connected by a discrete meter to—
    - 52.1.2.1 the **National Electricity Market**, or
    - 52.1.2.2 a private network.
  - 52.1.3 a **residential customer** in NSW.
- 52.2 In circumstances where a **seller** charges the same **National Metering Identifier** through more than one customer account—
  - 52.2.1 there is only considered to be one **eligible household** for the purposes of receiving a payment; and
  - 52.2.2 the payment may be divided across any or all such accounts as the seller deems appropriate.

Note: In the instance where a **National Metering Identifier** appears on multiple accounts, that particular **National Metering Identifier** will only be paid once.

- 52.3 An **eligible household** cannot claim the small business payment concurrently with the household payment.

## 53. Small business eligibility criteria

- 53.1 An **eligible small business** is any account that, on the relevant census date, is—
  - 53.1.1 one account being supplied electricity by a **seller**,
  - 53.1.2 connected by a discrete meter to—
    - 53.1.2.1 the **National Electricity Market**, or
    - 53.1.2.2 a private network.
  - 53.1.3 a **business customer** in NSW;

53.1.4 has used, in the preceding year, or is likely to use, in the current year, less than 100 MWh of electricity as determined in accordance with the **methodology document**;

53.1.5 not determined to be, by a **seller's** reasonable endeavours, an excluded business set out in Clause 53.3.

53.2 In circumstances where a **seller** charges the same **National Metering Identifier** through more than one customer account—

53.2.1 there is only considered to be one **eligible small business** for the purposes of receiving a payment; and

53.2.2 the payment may be divided across any or all such accounts as the seller deems appropriate.

Note: In the instance where a **National Metering Identifier** appears on multiple accounts, that particular **National Metering Identifier** will only be paid once.

53.3 The following businesses are excluded from receiving **National Energy Bill Relief Payments 2024-2025**—

53.3.1 the Crown in right of New South Wales and the Commonwealth;

53.3.2 state-owned corporations;

53.3.3 local councils;

53.3.4 authorised deposit-taking institutions;

53.3.5 the Australian Postal Corporation;

53.3.6 retailers, distributors, electricity generators and transmission operators as defined in the *Electricity Supply Act 1995* (NSW);

53.3.7 distributors, retailers and reticulators as defined in the *Gas Supply Act 1996* (NSW);

53.3.8 water management authorities as listed in Schedule 3 of the *Water Act 1912* (NSW); and

53.3.9 carriers as defined by the *Telecommunications Act 1997* (Cth).

## 54. Payment

54.1 Each **eligible household** is entitled to receive a payment of \$75 on each census date listed under Clause 51 of the Code.

54.2 Each **eligible small business** is entitled to receive a payment of \$81.25 on each census date listed under Clause 51 of the Code.

54.3 A **seller** is to identify any **relevant payment** on a bill issued to a customer as “Australian Government Energy Bill Relief” or “Aus Gov Energy Relief” or similar wording to this effect.

54.4 A **deemed occupier account** is eligible to receive a payment as either an **eligible household** or **eligible small business** by being paid into the **deemed occupier account** in the same manner as any other account.

## 55. Credit balances

55.1 If the total amount of an **eligible household** or **eligible small business's** bill is less than the **relevant payment**, the **seller** must apply the difference as a credit to the customer's account.

55.2 Subject to the other requirements of this clause, a **seller** must carry forward a credit amount under clause 55.1.

**Example**—A credit amount that is carried forward can be applied to future charges on the customer's account.

55.3 If an **eligible household** or **eligible small business** reasonably requests to transfer the credit amount to another account held by the customer with the **seller**, the **seller** must transfer the amount within a reasonable time.

55.4 If an **eligible household** or **eligible small business** reasonably requests to draw

down a credit amount, the **seller** must meet that request within a reasonable time.

**Note**—a customer may drawdown their credit balance under this clause without closing their account with the **seller**.

- 55.5 If a **seller's** contract for the sale of **energy** to a customer terminates for any reason, the **seller** must refund to the customer, within a reasonable time, the balance of any credit balance applied to the customer's account on the termination date.
- 55.6 Where a **seller** has made a **relevant payment** to a **deemed occupier account**, a **seller** must endeavour to refund the balance of any credit applied to the **deemed occupier account** in accordance with Clause 55.5.

## 56. Payments to seller

- 56.1 A **seller** may, once per month, lodge a **reimbursement claim** with the **Department** for an amount equal to any **relevant payment** that has been made to an **eligible household** or **eligible small business**.
- 56.2 A **reimbursement claim** must be lodged within 4 months of the census date for which the **relevant payment** relates.
- 56.3 A **reimbursement claim** must include the following documents—
- 24.3.1 an acquittal statement;
  - 24.3.2 a tax invoice; and
  - 24.3.3 a report.
- 56.4 An acquittal statement under this clause must—
- 24.4.1 be independently certified as true and accurate by a person nominated by the **seller**, and
  - 24.4.2 if the **Department** notifies the **seller** that a template must be used for an acquittal statement—use that template.
- 56.5 If the **Department** notifies the **seller** of certain requirements when preparing a tax invoice under this clause, the **seller** must meet those requirements.
- 56.6 A report under this clause must—
- 56.6.1 include the following information in respect of the **reimbursement claim**—
    - 56.6.1.1 the total value of **relevant payments** paid by the **seller**;
    - 56.6.1.2 the total number of **eligible households** and **eligible small businesses** of the **seller**; and
    - 56.6.1.3 any corrections made from any previous reports submitted.
  - 56.6.2 otherwise must be consistent with the acquittal statement and tax invoice; and
  - 56.6.3 if the **Department** notifies the **seller** that a **supporting documentation template** must be used for the report—use that template.
- 56.7 A **seller** that lodges a claim in accordance with the requirements of this clause will be paid in respect of that claim.
- 56.8 Any payment made by the **Department** to a **seller** associated with a **reimbursement claim** is non-taxable and does not attract GST.
- 56.9 A payment under a **reimbursement claim** is calculated as the sum of **relevant payments** made by a **seller** to an **eligible household** or **eligible small business**.
- 56.10 The amount assessed as the estimated cost to a **seller** for efficiently complying with the Code in the delivery of the **National Energy Bill Relief Payments 2024-2025** is zero dollars.
- 56.11 If a **seller** disputes an assessment under this clause and has its costs re-assessed

under the *Electricity Supply (General) Regulation 2014*, Part 5, the **seller** will be paid the amount assessed on re-assessment as if the **seller** had met all of the requirements under this clause.

## 57. Payment correction

- 57.1 If a **seller** fails to make a **relevant payment** to an **eligible household** or **eligible small business** for any reason that is not authorised by this Code, the **seller** must pay any missed **relevant payments** that the customer was entitled to receive in the customer's next bill.
- 57.2 Despite clause 56.2, a **seller** is able to make a **reimbursement claim** for any error that requires an additional **relevant payment** to be made.
- 57.3 A **reimbursement claim** made in reliance of clause 57.2 must be submitted to the **Department** before 31 May 2026.
- 57.4 An **eligible household** or **eligible small business** may seek a correction to a **relevant payment** from a **seller**.
- 57.5 Customer applications for corrections are not payable after 30 April 2026. Where a **seller** has been unreasonable or untimely in their consideration of a customer's claim for a correction, the **seller** is liable.
- 57.6 Where a **seller** is unable to negotiate a fair correction of payment with a customer, the customer is able to make a complaint to the Energy and Water Ombudsman.

## 58. Payment errors

- 58.1 If a **seller**—
- 58.1.1 makes an **incorrect relevant payment**; and
  - 58.1.2 has claimed and been paid a **reimbursement claim** from the **Department** in respect of the **incorrect relevant payment**;
- then the **seller**—
- 58.1.3 must reimburse the **Department** for the **incorrect relevant payment**; and
  - 58.1.4 may reverse the **incorrect relevant payment** within 90 calendar days of the bill being issued, but must not recover any other amount from the customer; and
  - 58.1.5 if reversing the **incorrect relevant payment**, must provide a written explanation to the relevant customer of the reversal.
- 58.2 In this clause, **incorrect relevant payment** means a **relevant payment**, or portion of a **relevant payment**, to a customer who at the time was in fact ineligible, or cannot be established as having been eligible, to receive that payment.

## 59. System requirements

- 59.1 A **seller** must maintain such systems as are necessary to facilitate the delivery of **National Energy Bill Relief Payments 2024-2025** in accordance with the requirements of this Code, including—
- 59.1.1 systems to ensure that **relevant payments** can be made; and
  - 59.1.2 accounting procedures to enable reports to be prepared.

## 60. Fraud

If a **seller** reasonably suspects that fraud has been committed by any person in connection with **National Energy Bill Relief Payments 2024-2025**, the **seller** must immediately notify the **Department** of its suspicion in writing.

## 61. Confidentiality

- 61.1 A **seller** must protect the confidentiality of a customer's information that is collected or held by the **seller** for the purpose of delivering the **National Energy Bill Relief Payments 2024-2025**.

- 61.2 A **seller** must not use any confidential information about a customer that is collected or held for the purpose of delivering the **National Energy Bill Relief Payments 2024-2025** otherwise than for that purpose unless—
- 61.2.1 the customer has given explicit informed consent to the use;
  - 61.2.2 the use is authorised by clause 61.3 or another provision of this Code; or
  - 61.2.3 the use is otherwise authorised by law.
- 61.3 A **seller** must, as soon as practicable, provide information about a customer that is requested by the **Department**—
- 61.3.1 with the customer’s explicit informed consent; or
  - 61.3.2 for the purpose of resolving a dispute between the **seller** and the customer that has been escalated to the **Department**.

## 62. Finalisation of Payments

- 62.1 A **seller** that has accrued an amount to be paid to a customer for the purposes of delivering **National Energy Bill Relief Payments 2024-2025** but has not yet paid that amount to the customer must—
- 62.1.1 pay the amount to the customer in the customer’s next bill; and
  - 62.1.2 submit a claim with respect to that amount to the **Department**.
- 62.2 A **seller** must do the following in respect of **National Energy Bill Relief Payments 2024-2025**—
- 62.2.1 make any outstanding payments to customers as soon as practicable; and
  - 62.2.2 by 31 May 2026—
    - 62.2.2.1 make any outstanding claims to the **Department**, and
    - 62.2.2.2 meet any outstanding reporting and auditing requirements.

## 63. Retrospective switching

- 63.1 This clause applies when an **eligible household** or **eligible small business** (switches from one **seller** (original **seller**) to another **seller** (destination **seller**), and determines which **seller** provides the rebate to avoid double payments.
- 63.2 In this clause, a retrospective period is the period of time between the customer entering into a contract with the destination **seller** and the date that contract is backdated to.
- 63.3 The responsible **seller** at the commencement of an agreement to switch retailers will be the **seller** that held the customer at the time of the most recent census date.
- 63.4 A destination **seller** does not assume responsibility for payments that were required to be made in the retrospective period.
- 63.5 When an original **seller** has not applied a payment to a customer during the retrospective period, the original **retailer** must include the payment, on the customer’s next or final bill.

## 64. Messaging

- 64.1 A **seller** must make information that outlines the **National Energy Bill Relief Payments 2024-2025** publicly available.
- 64.2 A **seller** must include information on the **customer’s** bill to help the **customer** identify that their eligibility for **National Energy Bill Relief Payments 2024-2025** will be determined and paid automatically.
- 64.3 A **seller’s** compliance with an AER direction or messaging requirement is sufficient to satisfy Clauses 64.2.



## 65. Exempt customers

65.1 Clause 6 of the Code applies to ***National Energy Bill Relief Payments 2024-2025*** as it relates to ***exempt sellers***.

## **Division 4. Forms**

### 66. Use of prior forms

A ***seller*** may accept a form in respect of a ***program*** that was in force immediately prior to the commencement of this Code until 31 December 2024.

## DICTIONARY

In this Code—

**administration fee**—see clause 15.

**affordable payment plan**—see clause 43.4.

**application form** means the form published on the **Department's website** for the relevant **program**, and includes any attachments to such forms.

**Example**—an **application form** for the Medical Energy Rebate may include an approved declaration form to be used by registered medical practitioners for the purposes of that **program**.

**approved customer** means a customer that has been approved for a **program** for the purposes of this Code.

**approved expression of interest form** means the form published on the **Department's website** for an **exempt seller** to express their interest in opting into the Code under clause 6.

**approved life support equipment** means any of the items listed in the first column of Table 13.2.

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

**concession card** means any or all of the following (as the context requires)—

- (a) a Commonwealth Health Care Card, which for the purposes of this Code includes a Low Income Health Care Card;
- (b) a Commonwealth Seniors Health Card;
- (c) a Pensioner Concession Card;
- (d) a Veteran Gold Card,

issued by Services Australia or the Commonwealth Department of Veterans' Affairs.

**dataset**—see clause 41.1.

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

**Department's website** means [energy.nsw.gov.au](http://energy.nsw.gov.au), [service.nsw.gov.au](http://service.nsw.gov.au) or any other website notified to **sellers** by the **Department** from time to time.

**EAPA** means the Energy Accounts Payment Assistance scheme.

**EAPA provider** means an entity approved by the **Department** to deliver the Energy Accounts Payment Assistance scheme.

**eligible customer** means a customer that meets the eligibility requirements of a **program**.

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

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

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

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

**Note 1**—in this Code, an **exempt seller** is a type of **seller**.

**Note 2**—for the purposes of this Code, an **exempt seller** is an **exempt seller** in relation to an **exempt customer** even if the **exempt seller** enters into other contracts as a **retailer**.

**GST**—see clause 13.3.2.

**LPG** means liquefied petroleum gas.

**LPG customer** means a person who purchases **LPG** or other gas bottles, or refills of

bottles, for basic household needs, including cooking, heating or hot water.

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

**National Energy Bill Relief Payments 2023-2024** means the National Energy Bill Relief Payment (Household) and National Energy Bill Relief Payment (Small Business) provided for in Part F of the *NSW Social Programs for Energy Code v7.1* made between 1 July 2023 and 30 June 2024.

**National Energy Bill Relief Payments 2024-2025** means the National Energy Bill Relief Payment (Household) and National Energy Bill Relief Payment (Small Business) extension announced by the Commonwealth Government in May 2024.

**National Energy Retail Rules** has the same meaning as in the *National Energy Retail Law (NSW)*.

**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-consumption fees or charges**—see clause 45.5.

**payment error**—see clause 22.5.

**primary qualifying condition**—see clause 38.5.

**program** means one or more of the following social **programs** for **energy** (as the context requires)—

- (a) Low Income Household Rebate (including **rebate swap programs**);  
**Note**—the Low Income Household Rebate may also be referred to as the ‘Government Household Rebate’.
- (b) NSW Gas Rebate (including NSW Gas Rebate for **LPG customers**);
- (c) Life Support Rebate;
- (d) Medical Energy Rebate;
- (e) Family Energy Rebate;
- (f) Energy Accounts Payment Assistance scheme;
- (g) Seniors Energy Rebate.

**program payment** means a payment to an **approved customer** made under a **program** calculated in accordance with clause 13.

**rebate swap program** means any NSW Government **program** that provides an **approved customer** access to clean **energy** technology or **energy** efficiency upgrades instead of a **program payment**.

**relevant form**—see clause 32.2.

**reporting period**—see clause 28.7.

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

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

**retailer** has the same meaning as it has in the *National Energy Retail Law (NSW)*, and includes Ergon Energy Queensland Pty Ltd (ACN 121 177 802).

**Note 1**—in this Code, a **retailer** is a type of **seller**.

**Note 2**—for the purposes of this Code, a **retailer** is a **retailer** in relation to a **retail customer** even if the **retailer** enters into other contracts as an **exempt seller**.

**secondary qualifying condition**—see clause 38.5.

**seller** means a **retailer** or an **exempt seller**.

**seller form**—see clause 33.1.

**seller payment**—see clause 14.

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

**verification check** means a check by a **seller** to verify the eligibility of a customer receiving a payment under a **program** under clauses 18 or 19.

**white label partnership**—see clause 9.3.