

NATIONAL ENERGY RETAIL LAW
SECTION 308
INFRINGEMENT NOTICES ISSUED TO
POWERSHOP AUSTRALIA PTY LIMITED

TO: Powershop Australia Pty Limited (ACN: 154 914 075)
Level 15, 357 Collins Street
MELBOURNE VIC 3000

Infringement Notice Nos.: INF-20250014, INF-20250015, INF-20250016, INF-20250017, INF-20250018, INF-20250019, INF-20250020 and INF-20250021

1. The Australian Energy Regulator (**AER**):
 - a. believes on reasonable grounds that Powershop Australia Pty Limited (**ACN: 154 914 075**) (**Powershop**), which is a *retailer* within the meaning of the *National Energy Retail Law* (**Retail Law**)¹, has breached:
 - i. rule 124(1)(a) of the *National Energy Retail Rules* (**Retail Rules**), on three occasions, as described in Schedules 1 to 3;
 - ii. rule 124(1)(b) of the Retail Rules, on one occasion, as described in Schedule 4;
 - iii. rule 124(1)(c) of the Retail Rules, on three occasions, as described in Schedules 5 to 7; and
 - iv. rule 125(1) of the Retail Rules, on one occasion, as described in Schedule 8;

(the alleged breaches); and
 - b. has decided to serve these eight (8) Infringement Notices on Powershop under section 277 of the *National Gas Law*, being the Schedule to the *National Gas (South Australia) Act 2008* (**National Gas Law**) as applied by section 308 of the Retail Law.
2. Each of the alleged breaches are breaches of a tier 1 civil penalty provision within the meaning of the *National Energy Retail Regulations* (**Retail Regulations**).
3. The infringement penalty is \$67,800 for each of the alleged breaches.

¹ The "Retail Law" is contained in the Schedule to the *National Energy Retail Law (South Australia) Act 2011* (SA). The *National Energy Retail Law (Adoption) Act 2012* (NSW) applies the Retail Law (subject to modifications) in the state of New South Wales; the *National Energy Retail Law Queensland Act 2014* applies the Retail Law (subject to modifications) in the state of Queensland.

Note: If Powershop chooses to pay each of the eight (8) \$67,800 infringement penalties, the combined infringement penalty amount is \$542,400.

WHAT CAN POWERSHOP DO IN RESPONSE TO THE INFRINGEMENT NOTICES?

4. In respect of each of the eight (8) Infringement Notices:
 - a. Powershop is entitled to disregard an Infringement Notice and to defend any proceedings in respect of an alleged breach.
 - b. If Powershop chooses to comply with an Infringement Notice, it must pay the infringement penalty to the AER, on behalf of the Commonwealth, by **23 May 2025**, being not less than 28 days from the date of service of the Infringement Notice, beginning on the day after the day on which the Infringement Notice is served (**the compliance period**). Payment is to be made in the manner described below.
 - c. If Powershop pays the amount of the infringement penalty for an Infringement Notice within the compliance period, the AER will not institute proceedings in respect of the alleged breach unless the Infringement Notice is withdrawn before the end of the compliance period in accordance with section 282 of the National Gas Law as applied by section 308 of the Retail Law.

HOW TO PAY AN INFRINGEMENT PENALTY

5. In respect of each of the eight (8) Infringement Notices, Powershop may pay each \$67,800 infringement penalty in three ways:
 - a. by electronic funds transfer to the following account:*

Account name:

BSB:

Account:



Should Powershop choose to pay:

- all eight (8) Infringement Notices (the combined infringement penalty amount being \$542,400), one payment is to be made to the account above. Please include 'Powershop Infringement Penalty' in the description field of your electronic funds transfer to identify payment;
- one or multiple Infringement Notices, separate payment is to be made for each infringement penalty to the account above. Please include the relevant Infringement Notice No (as stated on the first page of each Infringement Notice) for each infringement penalty being paid in the description field of your electronic funds transfer to identify payment.

You should allow at least two business days for payment to be received.

or

- b. by credit card via the ACCC online payment system at www.accc.gov.au/payments.*

Should Powershop choose to pay:

- all eight (8) Infringement Notices (the combined infringement penalty amount being \$542,400), one payment is to be made by credit card via the online payment system above. Please include 'Powershop Infringement Penalty' in the description field of your electronic funds transfer to identify payment;
- one or multiple Infringement Notices, separate payment is to be made for each infringement penalty by credit card via the online payment system above. Please include the relevant Infringement Notice No (as stated on the first page of each Infringement Notice) for each infringement penalty being paid in the description field of your electronic funds transfer to identify payment.

You should allow at least two business days for payment to be received

or

- c. by cheque made out to the "ACCC Official Administered Account",* enclosing a copy of each Infringement Notice for each infringement penalty being paid to:

Australian Energy Regulator
GPO Box 520
MELBOURNE VIC 3001

You should allow at least five business days for payment to be received.

- * The Australian Competition and Consumer Commission handles the receipt of infringement penalty payments for the AER on behalf of the Commonwealth of Australia. All payments received are paid into the Consolidated Revenue Fund.
6. Please allow sufficient time for your payment to be received within the compliance period.
 7. Powershop will be issued with a Tax Invoice following payment of each infringement penalty.
 8. We would be grateful if Powershop could please advise the AER once it has made any payment of each Infringement Notice via the above means, by email at tim.ridgway@acr.gov.au.

DATE OF ISSUE: 24 April 2025



Clare Savage
Chair
Australian Energy Regulator

SCHEDULE 1

INFRINGEMENT NOTICE No.: INF-20250014

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 124(1)(a) OF THE NATIONAL ENERGY RETAIL RULES

1. Powershop Australia Pty Limited (**Powershop**) is, and was at all relevant times, a 'retailer' within the meaning of the *National Energy Retail Law* (**Retail Law**).
2. Version 33 of the *National Energy Retail Rules* (**Retail Rules**), which was in effect from 4 August 2022 to 20 September 2022, applies in relation to the alleged breach.
3. Rule 124(1)(a) of the Retail Rules, a tier 1 civil penalty provision under the *National Energy Retail Regulations*, provides:

“(1) Retailer obligations when advised by customer

When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a retailer must:

- (a) register that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required;
...”

Relevant Conduct

4. From at least 18 August 2022, [REDACTED] (**the customer**) was a residential customer of Powershop within the meaning of the Retail Law.
5. From at least 18 August 2022, Powershop supplied the customer with electricity for the premises [REDACTED] (**the customer's premises**).
6. On 18 August 2022, the customer advised Powershop that a person residing or intending to reside at the customer's premises required life support equipment.
7. Powershop did not register that a person residing or intending to reside at the customer's premises required life support equipment until 8 August 2023.
8. It is alleged that Powershop failed to register that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required, when advised by the customer on 18 August 2022.
9. On the basis of the conduct outlined in paragraphs 4 to 8, it is alleged that Powershop contravened rule 124(1)(a) of the Retail Rules, a tier 1 civil penalty provision.

SCHEDULE 2

INFRINGEMENT NOTICE No.: INF-20250015

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 124(1)(a) OF THE NATIONAL ENERGY RETAIL RULES

1. Powershop Australia Pty Limited (**Powershop**) is, and was at all relevant times, a 'retailer' within the meaning of the *National Energy Retail Law* (**Retail Law**).
2. Version 34 of the *National Energy Retail Rules* (**Retail Rules**), which was in effect from 21 September 2022 to 19 October 2022, applies in relation to the alleged breach.
3. Rule 124(1)(a) of the Retail Rules, a tier 1 civil penalty provision under the *National Energy Retail Regulations*, provides:

“(1) Retailer obligations when advised by customer

When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a retailer must:

- (a) register that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required;

...”

Relevant Conduct

4. From at least 5 October 2022, [REDACTED] (**the customer**) was a residential customer of Powershop within the meaning of the Retail Law.
5. From at least 5 October 2022, Powershop supplied the customer with electricity for the premises [REDACTED] (**the customer's premises**).
6. On 5 October 2022, the customer advised Powershop that a person residing or intending to reside at the customer's premises required life support equipment.
7. Powershop did not register that a person residing or intending to reside at the customer's premises required life support equipment until 8 August 2023.
8. It is alleged that Powershop failed to register that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required, when advised by the customer on 5 October 2022.
9. On the basis of the conduct outlined in paragraphs 4 to 8, it is alleged that Powershop contravened rule 124(1)(a) of the Retail Rules, a tier 1 civil penalty provision.

SCHEDULE 3

INFRINGEMENT NOTICE No.: INF-20250016

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 124(1)(a) OF THE NATIONAL ENERGY RETAIL RULES

1. Powershop Australia Pty Limited (**Powershop**) is, and was at all relevant times, a 'retailer' within the meaning of the *National Energy Retail Law* (**Retail Law**).
2. Version 35 of the *National Energy Retail Rules* (**Retail Rules**), which was in effect from 20 October 2022 to 21 December 2022, applies in relation to the alleged breach.
3. Rule 124(1)(a) of the Retail Rules, a tier 1 civil penalty provision under the *National Energy Retail Regulations*, provides:

“(1) Retailer obligations when advised by customer

When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a retailer must:

- (a) register that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required;

...”

Relevant Conduct

4. From at least 16 November 2022, [REDACTED] (**the customer**) was a residential customer of Powershop within the meaning of the Retail Law.
5. From at least 16 November 2022, Powershop supplied the customer with electricity for the premises [REDACTED] (**the customer's premises**).
6. On 16 November 2022, the customer advised Powershop that a person residing or intending to reside at the customer's premises required life support equipment.
7. Powershop did not register that a person residing or intending to reside at the customer's premises required life support equipment until 8 August 2023.
8. It is alleged that Powershop failed to register that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required, when advised by the customer on 16 November 2022.
9. On the basis of the conduct outlined in paragraphs 4 to 8, it is alleged that Powershop contravened rule 124(1)(a) of the Retail Rules, a tier 1 civil penalty provision.

SCHEDULE 4

INFRINGEMENT NOTICE No.: INF-20250017

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 124(1)(b) OF THE NATIONAL ENERGY RETAIL RULES

1. Powershop Australia Pty Limited (**Powershop**) is, and was at all relevant times, a 'retailer' within the meaning of the *National Energy Retail Law* (**Retail Law**).
2. Version 30 of the *National Energy Retail Rules* (**Retail Rules**), which was in effect from 21 October 2021 to 2 March 2022, applies in relation to the alleged breach.
3. Rule 124(1)(b) of the Retail Rules, a tier 1 civil penalty provision under the *National Energy Retail Regulations*, provides:

“(1) **Retailer obligations when advised by customer**

When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a retailer must:

- (b) subject to subrule (2), no later than 5 business days after receipt of advice from the customer, provide in writing to the customer:
 - (i) a medical confirmation form;
 - (ii) information explaining that, if the customer fails to provide medical confirmation, the customer's premises may be deregistered and, if so, the customer will cease to receive the protections under this Part;
 - (iii) advice that there may be retailer planned interruptions under rule 59C to the supply at the address and that the retailer is required to notify them of these interruptions in accordance with rule 124B;
 - (iv) advice that there may be distributor planned interruptions or unplanned interruptions to the supply at the address and that the distributor is required to notify them of a distributor planned interruption in accordance with rule 124B;
 - (v) information to assist the customer to prepare a plan of action in the case of an unplanned interruption;
 - (vi) an emergency telephone contact number for the distributor and the retailer (the charge for which is no more than the cost of a local call);

- (vii) advice that if the customer decides to change retailer at the premises and a person residing at the customer's premises continues to require life support equipment, the customer should advise their new retailer of the requirement for life support equipment;
- (viii) a request for medical confirmation that:
 - (A) has been signed and dated no more than 4 years before the date of receipt of the advice from the customer; and
 - (B) is legible; and
- (ix) information explaining that, for the purpose of providing medical confirmation, the customer may submit to the retailer a copy of any medical confirmation that was submitted to their previous retailer or distributor, provided it complies with paragraph (b)(viii); and

...”

4. Rule 124(2) of the Retail Rules provides:

“(2) Subrules (1)(b) (other than subrules (1)(b)(iii) and (1)(b)(vi)) and (1)(c) do not apply to a retailer if:

- (a) a customer of that retailer has previously advised the distributor for the premises that a person residing or intending to reside at the customer's premises requires life support equipment;
- (b) the customer advises that retailer that they have already provided medical confirmation to the distributor for the premises; and (c) the retailer confirms with the distributor for the premises that the customer has already provided medical confirmation to the distributor.”

Relevant Conduct

- 5. From at least 17 January 2022, [REDACTED] (**the customer**) was a residential customer of Powershop within the meaning of the Retail Law.
- 6. From at least 17 January 2022, Powershop supplied the customer with electricity for the premises [REDACTED] (**the customer's premises**).
- 7. On 17 January 2022, the customer advised Powershop that a person residing or intending to reside at the customer's premises required life support equipment.
- 8. Powershop did not provide the information prescribed by rule 124(1)(b)(i) to (ix) to the customer until 22 August 2023.

9. It is alleged that Powershop failed to provide the information prescribed by rule 124(1)(b)(i) to (ix)) to the customer in writing within 5 business days after receipt of advice from the customer on 17 January 2022 that a person residing or intending to reside at the customer's premises required life support equipment.
10. It is alleged that the exclusions in rule 124(2) of the Retail Rules do not apply in relation to the alleged breach.
11. On the basis of the conduct outlined in paragraphs 5 to 10, it is alleged that Powershop contravened rule 124(1)(b) of the Retail Rules, a tier 1 civil penalty provision.

SCHEDULE 5

INFRINGEMENT NOTICE No.: INF-20250018

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 124(1)(c) OF THE NATIONAL ENERGY RETAIL RULES

1. Powershop Australia Pty Limited (**Powershop**) is, and was at all relevant times, a 'retailer' within the meaning of the *National Energy Retail Law* (**Retail Law**).
2. Version 30 of the *National Energy Retail Rules* (**Retail Rules**), which was in effect from 21 October 2021 to 2 March 2022, applies in relation to the alleged breach.
3. Rule 124(1)(c) of the Retail Rules, a tier 1 civil penalty provision under the *National Energy Retail Regulations*, provides:

“(1) Retailer obligations when advised by customer

When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a retailer must:

...

- (c) subject to subrule (2), notify the distributor that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required.”

4. Rule 124(2) of the Retail Rules provides:

“(2) Subrules (1)(b) (other than subrules (1)(b)(iii) and (1)(b)(vi)) and (1)(c) do not apply to a retailer if:

- (a) a customer of that retailer has previously advised the distributor for the premises that a person residing or intending to reside at the customer's premises requires life support equipment;
- (b) the customer advises that retailer that they have already provided medical confirmation to the distributor for the premises; and
- (c) the retailer confirms with the distributor for the premises that the customer has already provided medical confirmation to the distributor.”

Relevant Conduct

5. From at least 19 November 2021, [REDACTED] (**the customer**) was a residential customer of Powershop within the meaning of the Retail Law.

6. From at least 19 November 2021, Powershop supplied the customer with electricity for the premises [REDACTED] (the customer's premises).
7. On 19 November 2021, the customer advised Powershop that a person residing or intending to reside at the customer's premises required life support equipment.
8. Powershop did not notify the distributor that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required until 10 August 2023.
9. It is alleged that Powershop failed to notify the respective distributor that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required, when advised by the customer on 19 November 2021.
10. It is alleged that the exclusions in rule 124(2) of the Retail Rules do not apply in relation to the alleged breach.
11. On the basis of the conduct outlined in paragraphs 5 to 10, it is alleged that Powershop contravened rule 124(1)(c) of the Retail Rules, a tier 1 civil penalty provision.

SCHEDULE 6

INFRINGEMENT NOTICE No.: INF-20250019

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 124(1)(c) OF THE NATIONAL ENERGY RETAIL RULES

1. Powershop Australia Pty Limited (**Powershop**) is, and was at all relevant times, a 'retailer' within the meaning of the *National Energy Retail Law* (**Retail Law**).
2. Version 32 of the *National Energy Retail Rules* (**Retail Rules**), which was in effect from 31 March 2022 to 3 August 2022, applies in respect of the alleged breach.
3. Rule 124(1)(c) of the Retail Rules, a tier 1 civil penalty provision under the *National Energy Retail Regulations*, provides:

“(1) Retailer obligations when advised by customer

When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a retailer must:

...

- (c) subject to subrule (2), notify the distributor that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required.”

4. Rule 124(2) of the Retail Rules provides:

- (2) Subrules (1)(b) (other than subrules (1)(b)(iii) and (1)(b)(vi)) and (1)(c) do not apply to a retailer if:
 - (a) a customer of that retailer has previously advised the distributor for the premises that a person residing or intending to reside at the customer's premises requires life support equipment;
 - (b) the customer advises that retailer that they have already provided medical confirmation to the distributor for the premises; and
 - (c) the retailer confirms with the distributor for the premises that the customer has already provided medical confirmation to the distributor.”

Relevant Conduct

5. From at least 13 June 2022, [REDACTED] (**the customer**) was a residential customer of Powershop within the meaning of the Retail Law.

6. From at least 13 June 2022, Powershop supplied the customer with electricity for the premises [REDACTED] (the customer's premises).
7. On 13 June 2022, the customer advised Powershop that a person residing or intending to reside at the customer's premises required life support equipment.
8. Powershop did not notify the distributor that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required until 9 August 2023.
9. It is alleged that Powershop failed to notify the respective distributor that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required, when advised by the customer on 13 June 2022.
10. It is alleged that the exclusions in rule 124(2) of the Retail Rules do not apply in relation to the alleged breach.
11. On the basis of the conduct outlined in paragraphs 5 to 10, it is alleged that Powershop contravened rule 124(1)(c) of the Retail Rules, a tier 1 civil penalty provision.

SCHEDULE 7

INFRINGEMENT NOTICE No.: INF-20250020

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 124(1)(c) OF THE NATIONAL ENERGY RETAIL RULES

1. Powershop Australia Pty Limited (**Powershop**) is, and was at all relevant times, a 'retailer' within the meaning of the *National Energy Retail Law* (**Retail Law**).
2. Version 33 of the *National Energy Retail Rules* (**Retail Rules**), which was in effect from 4 August 2022 to 20 September 2022, applies in respect of the alleged breach.
3. Rule 124(1)(c) of the Retail Rules, a tier 1 civil penalty provision under the *National Energy Retail Regulations*, provides:

“(1) Retailer obligations when advised by customer

When advised by a customer that a person residing or intending to reside at the customer's premises requires life support equipment, a retailer must:

...

- (c) subject to subrule (2), notify the distributor that a person residing or intending to reside at the customer's premises requires life support equipment and the date from which the life support equipment is required.”

4. Rule 124(2) of the Retail Rules provides:

“(2) Subrules (1)(b) (other than subrules (1)(b)(iii) and (1)(b)(vi)) and (1)(c) do not apply to a retailer if:

- (a) a customer of that retailer has previously advised the distributor for the premises that a person residing or intending to reside at the customer's premises requires life support equipment;
- (b) the customer advises that retailer that they have already provided medical confirmation to the distributor for the premises; and
- (c) the retailer confirms with the distributor for the premises that the customer has already provided medical confirmation to the distributor.”

Relevant Conduct

5. From at least 4 August 2022, [REDACTED] (**the customer**) was a residential customer of Powershop within the meaning of the Retail Law.

6. From at least 4 August 2022, Powershop supplied the customer with electricity for the premises [REDACTED] (the customer's premises).
7. On 4 August 2022, the customer advised Powershop that a person residing or intending to reside at the customer's premises required life support equipment.
8. Powershop did not notify the distributor that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required until 9 August 2023.
9. It is alleged that Powershop failed to notify the respective distributor that a person residing or intending to reside at the customer's premises required life support equipment and the date from which the life support equipment was required, when advised by the customer on 4 August 2022.
10. It is alleged that the exclusions in rule 124(2) of the Retail Rules do not apply in relation to the alleged breach.
11. On the basis of the conduct outlined in paragraphs 5 to 10, it is alleged that Powershop contravened rule 124(1)(c) of the Retail Rules, a tier 1 civil penalty provision.

SCHEDULE 8

INFRINGEMENT NOTICE No.: INF-20250021

MATTERS CONSTITUTING AN ALLEGED BREACH OF A CIVIL PENALTY PROVISION: RULE 125(1) OF THE NATIONAL ENERGY RETAIL RULES

1. Powershop Australia Pty Limited (**Powershop**) is, and was at all relevant times, a 'retailer' within the meaning of the *National Energy Retail Law* (**Retail Law**).
2. Version 29 of the *National Energy Retail Rules* (**Retail Rules**), which was in effect from 19 August 2021 to 20 December 2021, applies in respect of the alleged breach.
3. Rule 125 of the Retail Rules, a tier 1 civil penalty provision under the *National Energy Retail Regulations*, provides:

“(1) A retailer or distributor may only deregister a customer's premises in the circumstances permitted under this rule 125.

...

Deregistration where there is a change in the customer's circumstances

- (9) Where a customer whose premises have been registered by a retailer under subrule 124(1)(a) or 124(3) advises the retailer that the person for whom the life support equipment is required has vacated the premises or no longer requires the life support equipment, the retailer may deregister the customer's premises on the date specified in accordance with subrule (9)(a)(ii) if:
 - (a) the retailer has provided written notification to the customer advising:
 - (i) that the customer's premises will be deregistered on the basis that the customer has advised the retailer that the person for whom the life support equipment is required has vacated the premises or no longer requires the life support equipment;
 - (ii) the date on which the customer's premises will be deregistered, which must be at least 15 business days from the date of that written notification;
 - (iii) that the customer will no longer receive the protections under this Part when the premises is deregistered; and
 - (iv) that the customer must contact the retailer prior to the date specified in accordance with subrule (9)(a)(ii) if the person for whom the life support equipment is required has not vacated the premises or requires the life support equipment; and

- (b) the customer has not contacted the retailer prior to the date specified in accordance with subrule (9)(a)(ii) to advise that the person for whom the life support equipment is required has not vacated the premises or requires the life support equipment.

...

(16) **Application of this rule to standard retail contracts**

This rule applies in relation to standard retail contracts.

(17) **Application of this rule to market retail contracts**

This rule applies in relation to market retail contracts.

...”

Relevant Conduct

4. From at least 7 August 2020, [REDACTED] (**the customer**) was a residential customer of Powershop within the meaning of the Retail Law.
5. From at least 7 August 2020, Powershop supplied the customer with electricity for the premises [REDACTED] (**the customer's premises**).
6. On 7 August 2020, the customer advised Powershop that a person residing or intending to reside at the customer's premises required life support equipment. Powershop registered that a person residing at the customer's premises required life support equipment in accordance with subrule 124(4)(a) of the Retail Rules.
7. On 2 August 2021, the customer advised Powershop that the person for whom the life support equipment was required had vacated the premises or no longer required the equipment (**customer advice**).
8. On 23 August 2021, Powershop deregistered the customer's premises as requiring life support equipment.
9. It is alleged that, on receipt of the customer advice, Powershop deregistered the customer's premises without providing written notification to the customer in accordance with rule 125(9)(a) of the Retail Rules, advising:
 - a. that the customer's premises will be deregistered on the basis that the customer had advised the retailer that the person for whom the life support equipment was required had vacated the premises or no longer required the life support equipment;
 - b. the date on which the customer's premises would be deregistered (**deregistration date**), which must be at least 15 business days from the date of that written notification;

- c. that the customer would no longer receive the protections under Part 7 of the Retail Rules when the premises was deregistered; and
 - d. that the customer must contact the retailer prior to the deregistration date if the person for whom the life support equipment was required has not vacated the premises or required the life support equipment.
10. It is alleged that the customer did not contact Powershop prior to the deregistration date to advise that the person for whom the life support equipment was required had not vacated the premises or required the life support equipment.
11. On the basis of the conduct outlined in paragraphs 4 to 10, it is alleged that Powershop contravened rule 125(1) of the Retail Rules, a tier 1 civil penalty provision, by deregistering the customer's premises other than in the circumstances permitted by rule 125.