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5 October 2022

Mr Arek Gulbenkoglou  
General Manager Network Expenditure  
Australian Energy Regulator  
GPO Box 3131  
Canberra ACT 2601

Submitted via email to: [VICGAAR2023@aer.gov.au](mailto:VICGAAR2023@aer.gov.au)

Dear Arek,

**Re: Victorian gas distributors access arrangements - terms and conditions 2023-28**

Red Energy and Lumo Energy (Red and Lumo) welcome the opportunity to respond to the general terms and conditions related to the Victorian access arrangements for 2023-28.

This submission addresses the terms and conditions of AusNet Gas Services (AusNet), Australian Gas Networks (AGN) for both their Victorian and Albury distribution areas and for the Multinet Gas Distribution Partnership (Multinet Gas), collectively the Victorian gas distributors.

The Victorian gas distributors' general terms and conditions have been incorporated in the following documents that include:

- Part C of AusNet's Access Arrangement for the Distribution System 2024-2028
- Annexure F Australian Gas Networks (AGN) General Terms and Conditions
- Annexure F Multinet Gas (Multinet) General Terms and Conditions

Red and Lumo provide the following concerns related to specific clauses in these documents. We have combined the concerns relating to the AGN and Multinet due to the similarity of their terms and conditions, however, address AusNet's terms and conditions independently.

**AusNet**

**Revised list of Ancillary Reference Services**

Red and Lumo have observed that AusNet has included three new ancillary reference services referred to under clause 15.5 and Table 17.9 in the Access Arrangement Information Gas access arrangement review 2024-2028.

However, we have not been able to locate these three ancillary reference services listed in the Gas Access Arrangement Revision FY 2024-2028 Part A. We therefore request that AusNet confirm that they will be amending the list of Ancillary Reference Services in the Gas Access Arrangement Revision FY 2024-2028 Part A to include the three new ancillary reference services.

#### **Clause 9.1(g) - Communications regarding customers and system data**

Clause 9.1(g)(1) and clause 9.1(g)(2) of the general terms and conditions AusNet states that users must provide customers and appliance telephone numbers and publish on its Customers accounts the "Supply and Appliance fault numbers" in accordance with the Gas Leaks & Emergencies Calls Protocol.

As previously noted in our submission to AusNet's Draft terms, it is not clear to us where to locate the Gas Leaks & Emergencies Calls Protocol. We note that it was previously published by the Australian Energy Market Operator, but this is no longer the case. As the Gas Leaks & Emergencies Calls Protocol is not a readily available document.

Clause 9.1 places clear obligations on retailers, however, it is unclear how retailers can meet these obligations without the associated documentation. As such, we recommend that the AER either remove the obligations on retailers or request AusNet amend their terms and conditions to clearly articulate their requirements.

#### **Clause 9.4 Customer Details**

Retailers hold the primary contractual relationship with customers, and understand that retailers must provide contact information to the distributor to manage planned interruptions and life support obligations. However, the obligations placed on retailers under clause 9.4 are not consistent with the expectations across the market, and are duplicative with other instruments.

Recent amendments to the *Gas Industry Act (Vic)* place revised amendments on retailers and distributors in relation to life support customers and the sharing of that information. Consequential amendments were made to the Energy Retail Code of Practice, Gas Distribution Code of Practice and the Retail Market Procedures (Victoria) to enable the sharing of customer details.

The terms and conditions, specifically, clause 9.4(b)(3) places an unnecessary burden on retailers and AusNet, and the provision of data consistent with this clause may risk the security of this information. Red and Lumo oppose the introduction of this clause and recommend that it is restricted to industry agreed electronic mechanisms (i.e. the agreed AEMO transactions) and

is completed on a six monthly basis for life support customers specifically, unless otherwise agreed between the parties.

Further, the requested information pertaining to a residential customer is not readily available to provide to AusNet. We specifically note that clause 9.4(a) suggests that retailers must provide information that may not be available or ascertainable. As such, we recommend that the clause be reworded to (add the words underlined below):

(a) Where available in respect of each Customer, the User must provide to the Service Provider the following details:

This will allow retailers to meet the requirements of this clause, taking into account unknown consumers, and information that specifically relates to business customers, such as subclauses 9.4(a)(8) and 9.4(a)(9).

## **AGN & Multinet**

### **Clause 32.2 - Customer details**

Under clause 32.2 of the general terms and conditions, if requested by AGN or Multinet a Network User will promptly provide AGN with any information, held by the Network User, about a shared customer. In our view, this clause is inappropriate because as retailers that are subject to confidentiality provisions relating to privacy we are restricted from handing over any information about customers. This clause therefore needs to be amended to include provisions that state 'to the extent permitted by the law' retailers would be required to hand over information about a customer.

### **Clause 18.2 & 18.3 - Reconnection**

Both of these clauses are titled 'Reconnection' and while they both deal with different circumstances where a reconnection is warranted to avoid any confusion we would prefer that they both have different titles.

### **Clause 18.3(a) - Reconnection**

Under clause 18.3(a) of the general terms and conditions AGN & Multinet both suggest that if they obtain a meter reading showing consumption after the premises has been disconnected from the Network, they will *issue a service order or request to itself on behalf of the Network User requesting reconnection*. This conflicts with the AEMO requirements in Participant Build Pack 1 Process Flow Table of Transactions which clearly states that only a Retailer (or Current FRO) may reinstate supply after disconnection. We request the AER question both AGN and



Multinet on this matter and reconsider whether this clause requires amendment in light of this information.

### **Clause 20 - Distribution Service Charges**

Under clause 20 of the general terms and conditions, Distribution Service Charges must be calculated from 'time to time' in accordance with the Agreement and the Tariff Schedule applicable at the relevant time.

Consistent with the AER process, Distribution Service Charges must always be calculated in accordance with this Agreement and the Tariff Schedule. As a result, we request that the term 'from time to time' be removed to avoid any confusion.

### **About Red and Lumo**

We are 100% Australian owned subsidiaries of Snowy Hydro Limited. Collectively, we retail gas and electricity in Victoria, New South Wales, Queensland, South Australia and in the ACT to over 1.2 million customers.

Red and Lumo thank the AER for the opportunity to respond to this consultation. Should you wish to discuss aspects or have any further enquiries regarding this submission, please call Con Noutso, Regulatory Manager on 0481 013 988.

Yours sincerely,

**Stefanie Monaco**

Manager - Regulatory Affairs

**Red Energy Pty Ltd**

**Lumo Energy (Australia) Pty Ltd**