



AMENDMENTS TO THE CODE OF CONDUCT FOR RETAIL ELECTRICITY LICENSEES

CONSULTATION PAPER

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MODIFICATIONS TO THE CODE OF CONDUCT FOR RETAIL ELECTRICITY LICENSEES ("THE CODE")

CONSULTATION PAPER

BACKGROUND

1. Since 2001, the Energy Market Authority ("**EMA**") has progressively opened the retail electricity market to competition. EMA will be launching the Open Electricity Market ("**OEM**") to allow OEM consumers, specifically (a) business consumers with an average monthly consumption of less than 2,000 kWh and (b) residential consumers, to have the choice to buy electricity from retailers based on price plans that best meet their needs.

2. On 1 Apr 2018, EMA commenced the soft launch of the Open Electricity Market ("**OEM**") in Jurong for business and residential consumers at premises with postal codes starting with 60, 61, 62, 63 and 64. EMA will be extending OEM to the rest of Singapore ("**Full Launch**") to allow the remaining 1.3 million accounts, mainly residential consumers, to enjoy the same choice and flexibility in their electricity purchase options.

3. In view of the OEM Full Launch, EMA has reviewed in consultation with the stakeholders to further enhance the policy framework and measures for consumer protection. The key enhancements are set out below:

a. For residential consumers only:

- i. Retailers are allowed to bill household consumers solely based on metered or estimated consumption data provided by the Market Support Services Licensee ("**MSSL**"), i.e. no adjustment is allowed to account for transmission and distribution losses;
- ii. Retailers are required to obtain household consumers' acknowledgement of the relevant Factsheet when contracting (applies to all forms of contracting);
- iii. Retailers are required to obtain household consumers' acknowledgement of the Consumer Advisory when contracting (applies to all forms of contracting);
- iv. Where the contracting consumer is not the utility account holder, retailers are required to verify that the contracting consumer either resides at the premise or has been authorised by the utility account holder to contract on the account holder's behalf; and

- v. Retailers shall not make changes to contractual terms and conditions without the consent of the relevant household consumers.

b. For both residential and business consumers:

- i. Retailers shall set out in their contracts with consumers the circumstances where the consumers may be transferred to the MSSL under the Default Supply Arrangement (“**DSA**”) during the contract term or for the purposes of contract renewal;
- ii. Retailers shall not unilaterally terminate their contracts with consumers except under the following circumstances: (i) Retailer of Last Resort (“**RoLR**”) event involving the retailers; or (ii) the consumers have breached their contract terms and conditions;
- iii. Retailers can only bill consumers based on: (1) the period for which the consumers are contracted with the retailers; and (2) meter or estimated readings provided by the MSSL;
- iv. Where retailers’ contracts with consumers provide for auto-renewal, the retailers shall ensure that the Pricing and Payment Provisions (other than any one-off pricing rebate, discount or incentive given to the consumers) which are in effect prior to the renewal shall continue to apply with no change during the renewed term of the contracts;
- v. Retailers must notify their consumers of: (1) the Supply Effective Date for successful transfers; and (2) the next possible Supply Effective Date (if any) for unsuccessful transfers within 2 business day (“**BD**”) from being notified by the MSSL;
- vi. If deemed necessary by EMA to protect the interests of consumers, EMA may make urgent modifications to the Code with a consultation period of 3 BDs; and
- vii. Retailers must issue their final electricity invoices to consumers within 10 BDs from the day the retailers receive the relevant invoice from the MSSL. If this cannot be achieved for good reasons, retailers are to issue a notification (hardcopy or digital) to inform the consumers of the invoice issuance date;

c. Pre-RoLR Framework:

- i. When a retailer becomes aware of an impending RoLR event involving the retailer, the retailer shall:
 - (1) Immediately cease all marketing activities to retail electricity and not make any further offer to sell to, or enter into any contract with, any consumer;
 - (2) Carry out the following activities:

Activities to be carried out by the defaulting retailer:	To complete by:
Notify EMA on the impending RoLR event, and halt all retail activities	T-22 BD
Notify affected consumers of plans to exit the market and novation of contracts pending successful takeover by an active retailer in the market	T-21 BD
Commence negotiations with interested retailers on contract novation	T-21 BD
Notify affected consumers of the following: <ul style="list-style-type: none"> - Options available for consumers and effective date: <ul style="list-style-type: none"> o Remain with appointed retailer under a contract novation arrangement (effective on T-1 BD) o Switch to a new retailer (effective on T-1 BD) o Transfer to MSSL under DSA (effective on T+4 BD) - Electricity supply will not be affected - Deadline for consumers to respond shall not be later than T-7 BD. If no decision is received or novation is unsuccessful, the consumer will be transferred to the MSSL under the DSA. 	T-11 BD
Notify appointed retailer of the list of consumers undergoing contract novation	T-6 BD
RoLR Event	T

- (3) Any novation of the defaulting retailer's contracts with consumers shall be under the same terms and conditions therein.

d. Suspension of retailers from participation in the OEM:

- i. EMA may suspend any retailer from OEM participation if the retailer breaches the terms and conditions for participation.
- ii. The suspended retailer shall:
 - (1) Continue to comply with its obligations under all its subsisting contracts with the consumers;
 - (2) Until such suspension is revoked or lifted, not make any offer to sell to, or enter into any contract with, any OEM consumer and cease all marketing activities to retail electricity to any OEM consumer;
 - (3) Notify all OEM consumers whose signed contracts have yet to commence of its suspension and to provide them the option to terminate the contract without early termination fees.

MODIFICATION TO THE CODE OF CONDUCT FOR RETAILERS

4. The Code of Conduct for Retail Electricity Licensees (“**Code**”) will have to be modified to align with the above policy framework and measures for the OEM. The key modifications are tabulated in **Annex A**. The miscellaneous/consequential Code modifications are set out in **Annex B**. For ease of reference, the amended Code is found in **Annex C**.
5. EMA would like to invite comments and feedback on the modifications to ensure that they are clear and aligned with the enhanced policy framework and measures for the OEM.
6. Please provide your written feedback no later than **15 Oct 2018** using the template in **Annex D** and submit via email to: ema_mdscd@ema.gov.sg
7. EMA will acknowledge receipt of all submissions electronically. Please contact Ms Karyn Goh at 6376 7698, Mr Lee Guo Rui at 6376 7830 or Ms Madeline Tan at 6376 7828 if you have not received an acknowledgement of your submission within two business days.
8. Anonymous submissions will not be considered. EMA reserves the right to make public all or parts of any written submissions made in response to this consultation paper and to disclose the identity of the respondent. Any part of the submission, which is considered by respondents to be confidential, should be clearly marked and placed as an annex which the EMA will take into account regarding the disclosure of the information submitted.

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Code Amendments for Enhanced Consumer Protection Framework

No.	Requirements	Code Amendments – Tracked Changes in Red
1	<p><i>This requirement only applies to residential consumers</i></p> <p>Retailers shall only bill residential consumers based on actual metered quantity</p>	<p>3.3 <u>Billing arrangement for residential consumers</u></p> <p>3.3.1 A Licensee shall invoice all residential consumers solely based on the actual quantity of electricity supplied to the residential consumers (without any adjustment for transmission losses).</p>
2	<p><i>This requirement only applies to residential consumers</i></p> <p>To specify the requirement and manner for retailers to use the Consumer Advisory when contracting with residential consumers:</p> <ul style="list-style-type: none"> Retailers are required to obtain consumers' acknowledgement on the Consumer Advisory when contracting. This applies to all forms of contracting. Any digital/online contracting methods must be such that consumers are unable to bypass the Consumer Advisory when contracting with retailers Retailers shall not use pre-tick boxes when obtaining consumer's acknowledgement. 	<p>1.3. <u>Definitions</u></p> <p>"Consumer Advisory" means the consumer advisory notice to residential consumers as prescribed by the Authority from time to time;</p> <p>3.8 <u>Consumer Advisory</u></p> <p>3.8.1 A Licensee shall publish the Consumer Advisory on its website(s) in such manner and format and containing such information and details as may be required by the Authority.</p> <p>3.8.2 A Licensee shall ensure that before a residential consumer enters into any contract with the Licensee to purchase electricity, the Licensee shall have shown the Consumer Advisory to the residential consumer and obtained the residential consumer's express acknowledgement that the residential consumer has read and understood the Consumer Advisory.</p> <p>3.8.3 A Licensee shall ensure that the requirement to show the Consumer Advisory to the residential consumer and obtain an express acknowledgement from the</p>

No.	Requirements	Code Amendments – Tracked Changes in Red
		<p>residential consumer is not circumvented by any means when obtaining residential consumer's express acknowledgement electronically or via an online setting.</p> <p>3.8.4 Without limiting the generality of section 3.8.3, the Licensee shall not use pre-ticked boxes to obtain the express acknowledgment from a residential consumer. This requirement shall apply irrespective of how a residential consumer's express acknowledgement is obtained (whether or not in the form of a hard copy, electronic or online acknowledgement).</p> <p>3.8.5 Where requested by a residential consumer, a Licensee shall promptly explain the information and details as represented in the Consumer Advisory in a simple and clear manner to the residential consumer.</p> <p>3.8.6 When making an offer to sell through telemarketing, a Licensee shall, verbally explain the information and details as represented in the Consumer Advisory in a simple and clear manner to the residential consumer.</p>
3	<p><i>This requirement only applies to residential consumers</i></p> <p>To specify the manner in which retailers use the Fact Sheet when contracting with residential consumers:</p> <ul style="list-style-type: none"> Any digital/online presentation of the Fact Sheet such that consumers are unable to bypass the Fact Sheet when contracting with retailers. Retailers shall not use pre-tick boxes when obtaining consumer's acknowledgement. 	<p>3.7 <u>Fact Sheet</u></p> <p>3.7.4 A Licensee shall ensure that before a residential consumer enters into any contract with the Licensee to purchase electricity, the Licensee shall have referred the residential consumer to the shown the published Fact Sheet on the Licensee's website(s) and/or the Price Comparison Website (as may be applicable) to the residential consumer in relation to the relevant offer and contract to be entered into and obtained the residential consumer's express acknowledgement that the residential consumer has read and understood the Fact Sheet.</p> <p>3.7.5 A Licensee shall ensure that the requirement to show the Fact Sheet to the residential consumer and obtain an express acknowledgement from the residential consumer is not circumvented by any means when obtaining residential consumer's express acknowledgement electronically or via an online setting.</p>

No.	Requirements	Code Amendments – Tracked Changes in Red
		<p>3.7.6 Without limiting the generality of section 3.7.5, the Licensee shall not use pre-ticked boxes to obtain the express acknowledgment from a residential consumer. This requirement shall apply irrespective of how a residential consumer's express acknowledgment is obtained (whether or not in the form of a hard copy, electronic or online acknowledgment).</p> <p>3.7.7 Where requested by a residential consumer, a Licensee is required to shall promptly explain the information and details as represented in the Licensee's Fact Sheet to the residential consumer.</p>
4	<p><i>This requirement only applies to residential consumers</i></p> <p>To require retailers to verify that consumer signing up for retail contract resides at the contract premises or makes a declaration that the utility account holder has authorised the person to contract on his or her behalf (Note: this verification can be conducted physically or digitally.):</p> <ul style="list-style-type: none"> • In the event that the retailer is contracting with a person who is not the electricity account holder, to ensure that the person (a) provides proof of his/her residency; or (b) makes a declaration that he/she is authorised to do so by the electricity account holder and (c) furnish the identification document of the account holder. • This requirement can be fulfilled physically or digitally. 	<p>3.9 <u>Contracts</u></p> <p>3.9.2 Where a person is entering into a contract on behalf of a residential consumer with a Licensee, the Licensee shall satisfy itself that such person is duly authorised to do so by obtaining from that person (whether in hard or electronic format) (i) his or her proof of residency; or (ii) a written declaration that he or she is duly authorized to represent the residential consumer in entering into the contract, accompanied with a copy of the identification document of the residential consumer.</p>

No.	Requirements	Code Amendments – Tracked Changes in Red
5	<p><i>This requirement only applies to residential consumers</i></p> <p>To subject changes to contractual terms and conditions to mutual consent between retailer and residential consumer:</p> <ul style="list-style-type: none"> • Price; • Security deposit; • Contract duration; • Applicable charges including early termination charge, late payment charge and overcharging/undercharging. 	<p>3.9 <u>Contracts</u></p> <p>3.9.1 An amendment to any Pricing and Payment Provisions and/or the term of a contract with a residential consumer shall require the mutual consent of the Licensee and the residential consumer, unless such amendment is required for compliance with the relevant legislation or this Code.</p>
6	<p>To include description of the Default Supply Arrangement (“DSA”) in the contract for contracts involving the DSA.</p>	<p>1.3 <u>Definitions</u></p> <p>“Default Supply Arrangement” means the supply of electricity from the applicable Market Support Services Licensee:</p> <ul style="list-style-type: none"> (a) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and (b) in the case of a consumer who does not fall within subsection (a) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable Market Support Services Licensee;

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		<p>2.5 <u>Obligation to Contract and Information to be Maintained</u></p> <p>2.5.2 A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract signed or acknowledged and accepted (whether by hand, electronically or otherwise) by the Licensee and the consumer. The Licensee shall ensure that any such contract shall:</p> <p>(d) set out the circumstances where the consumer may be transferred to the Market Support Services Licensee under the Default Supply Arrangement without the consumer’s prior consent, for example where the consumer has not elected to renew the contract (with a right to renew) or fails to notify the Licensee of his election as per section 2.10.3; and</p>
7	To restrict retail contract termination to (i) Retailer of Last Resort (“RoLR”) and (ii) consumer breach of contract terms and conditions.	<p><i>Early Termination of Contract</i></p> <p>2.10.10 A Licensee shall not be entitled to terminate a contract with its consumer without his or her consent unless:</p> <p>(a) the consumer is insolvent or bankrupt (or suffers an event similar or analogous to any of the aforesaid);</p> <p>(b) the consumer has breached the contract and has failed to remedy the breach within a reasonable period of time; or</p> <p>(c) the Licensee has suffered a RoLR event.</p>
8	To require that retailers only bill consumers based on (i) the period where the consumer is contracted with the retailer,	<p>2.6 <u>Billing and Invoices</u></p>

No.	Requirements	Code Amendments – Tracked Changes in Red
	and (ii) estimated readings based on consumption data provided by the MSSL.	<p>2.6.3 A Licensee shall invoice the consumer only for the term of the contract with the consumer.</p> <p>2.6.4 Where a consumer is invoiced based on the estimated amount of electricity consumed by that consumer, such estimate shall be based solely on consumption data provided by the Market Support Services Licensee (and not on estimate determined by the Licensee or other person). The estimated amount should be clearly indicated as such.</p>
9	To require automatic renewal of contracts to maintain the following terms as the original offered contract – (i) same price; (ii) same applicable charges; and same treatment for security deposits. (Note: One-off incentives such as free gifts do not need be replicated)	<p>1.3 Definitions</p> <p>“Pricing and Payment Provisions” means the terms and conditions in a contract which address or provide for the following matters:</p> <ul style="list-style-type: none"> (a) pricing; (b) security deposit; and (c) applicable charges, including early termination charges, late payment fees and treatment for over-charging or under-charging by a Licensee; <p><i>Contract with Automatic Renewal</i></p> <p>2.10.4 This section applies to a contract which provides for an express right to the consumer to not proceed with any automatic renewal of the contract (where the contract provides for its automatic renewal). With respect to such contract, a Licensee shall ensure that the Pricing and Payment Provisions (other than any one-off pricing rebate, discount or incentive given to a consumer which is not reflected consistently across monthly payments payable by the consumer) which are in effect prior to the renewal shall continue to apply with no change during the</p>

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		<p>renewed term of the contract and notify the consumer in writing of the expiry date of his contract at least 10 business days prior to the earlier of:</p> <ul style="list-style-type: none"> (a) the date of expiry of the contract; and (b) the date (if any) specified in the contract by which the consumer must inform the Licensee whether he elects to not proceed with any automatic renewal of the contract. <p>2.10.8 Where a contract provides for its automatic renewal upon its expiry, such contract shall allow termination by the consumer without cause, at any time, without the consumer being liable for or subject to any early termination charges, so long as the consumer gives at least 30 calendar days prior written notice of his intention to terminate the contract.</p>
10	To notify contracted consumers (i) the Supply Effective Date for successful transfer; and (ii) the next possible Supply Effective Date (if any) for unsuccessful transfers within 2BD from being notified by the MSSSL.	<p>2.9 <u>Transfer of Consumers</u></p> <p>2.9.5 If the transfer of a consumer is not successful, the transferring Licensee shall notify the consumer in writing within 2 business days from the date it receives notification from the applicable Market Support Services Licensee that the transfer is not successful. Such notification by the Licensee shall include an indication of the next possible Supply Effective Date.</p> <p>2.9.6 If the transfer of a consumer is successful, the transferring Licensee shall within 2 business days from the Supply Effective Date notify the consumer in writing that the transfer is successful.</p> <p>2.9.7 Any notification by the transferring Licensee under section 2.9.5 or section 2.9.6 may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).</p>

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11	To introduce an urgent code modification process – industry stakeholders can provide feedback and suggestions to EMA's proposed urgent modifications within 3BD; the reasonable lead time for urgent modifications to take effect will be determined by the EMA on a case by case basis; and	<p>1.6 <u>Modifications to the Code</u></p> <p>1.6.3 Notwithstanding section 1.6.1, if the Authority deems that urgent modifications to this Code is necessary to protect the interest of the consumers, the Authority may make modifications to this Code by undertaking the process set out in section 1.6.1(a) to (d) except that the time period referred to in section 1.6.1(a)(iii) shall be reduced from 28 calendar days to 3 business days. The requirement under section 1.6.1(e) for a minimum number of days to elapse before the coming into effect of any modification to this Code shall not apply to these urgent modifications. Such modifications shall come into force on such date as determined by the Authority in its sole discretion.</p>
12	To require final electricity invoices to be issued to consumers within 10 Business Days ("BD") from the day retailers receive the relevant invoice from the MSSSL. If this cannot be achieved for good reasons, retailers are to issue a notification (hardcopy or digital copy) to indicate when the consumer can expect to receive the final electricity invoice.	<p>2.6 <u>Billing and Invoices</u></p> <p>2.6.5 Upon the expiry or termination of the contract, the Licensee shall issue to the consumer the final invoice within 10 business days from the date the Licensee receives the relevant invoice from the Market Support Services Licensee. If for any reason the Licensee's final invoice cannot be issued within such period, the Licensee shall within that same period notify the consumer of the [expected] date of issuance of the final invoice. Such notification by the Licensee may be made verbally (including recorded call) or in writing (including electronic mail or short messaging service).</p>

Code Amendments to Operationalise the Pre-ROLR Framework

No.	Requirement	Code Amendments – Tracked Changes in Red
13	<p>To introduce a pre-ROLR framework:</p> <ul style="list-style-type: none"> • Require defaulting retailers to undergo process of engaging other retailers to novate their existing contracts; • Provide consumers the option to continue under novated contracts if they wish to; and • Allow consumers more time to make a decision on their next supply arrangement. 	<p><u>Definitions</u></p> <p>“RoLR Notice” has the same meaning set out in section 2.9A.3;</p> <p>2.9A Retailer of Last Resort Event (RoLR Event)</p> <p>2.9A.1 A Licensee shall provide to the Market Support Services Licensee in the form specified by the Market Support Services Licensee via the Secure File Transfer Protocol the contact information of each of its consumers. This information shall be provided by the Licensee to the Market Support Services Licensee at such frequency as may be specified by the Authority.</p> <p>2.9A.2 A Licensee shall ensure that each contract with its consumers clearly states that in a RoLR Event, unless the consumer contracts with and is successfully transferred to another Licensee or the Market Support Services Licensee prior to the Default Supply Effective Date:</p> <p>(a) the consumer shall be deemed to have agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect on and from the Default Supply Effective Date; and</p> <p>(i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers;</p> <p>(ii) in the case of a consumer who does not fall within section 2.9A.2(a)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL;</p>

No.	Requirement	Code Amendments – Tracked Changes in Red
		<p>(b) with respect to any consumer who is eligible to apply to cease his classification as a contestable consumer under regulation 7 of the Electricity (Contestable Consumers) Regulations, the consumer shall be deemed to have given its consent to the Licensee to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date. with respect to any consumer referred to in section 2.9A.2(a)(i), the consumer shall be deemed to have given its consent to the Licensee to apply for the cessation of classification as a contestable consumer with effect on and from the Default Supply Effective Date.</p> <p>2.9A.3 When a Licensee is aware of an impending RoLR Event, the Licensee shall:</p> <p>(a) immediately cease all marketing activities to retail electricity and not make any further offer to sell to, or enter into any contract with, any consumer; and</p> <p>(b) notify the Authority in writing of the impending RoLR Event as soon as possible but in no event later than 22 business days prior to the date of occurrence of the RoLR Event. Such notification shall be referred to as the “RoLR Notice”.</p> <p>2.9A.4 Within 1 business day from the RoLR Notice, the Licensee shall:</p> <p>(a) notify its consumers in writing that the Licensee is facing an impending RoLR Event. If another Licensee is willing to accept novation of their contracts, such notification shall also include a statement that their contracts may be novated on the same terms and conditions to that Licensee which is willing to accept such novation; and</p> <p>(b) approach other Licensees to seek their interest and agreement to accept the novation of the contracts on the same terms and conditions as set out therein.</p>

No.	Requirement	Code Amendments – Tracked Changes in Red
		<p>2.9A.5 No later than 11 business days prior to the date of occurrence of the RoLR Event, the Licensee shall notify each of its consumers in writing that:</p> <ul style="list-style-type: none"> (a) the consumer has the option to: <ul style="list-style-type: none"> (i) if another Licensee has agreed to the novation of the contract on the same or strictly better terms and conditions, novate the contract to that Licensee; (ii) terminate the current contract with the Licensee and enter into a new contract with another Licensee; or (iii) purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement; (b) the physical supply of electricity to the consumers will not be affected irrespective of the option elected by the consumer under section 2.9A.5(a); (c) the consumer shall respond with its election no later than 7 business day prior to the date of occurrence of the RoLR Event; and (d) if the consumer fails to respond with its election within the period set out in section 2.9A.5(b) or the consumer elects to novate the contract to another Licensee but that option ceases to be available, the Default Supply Arrangement shall apply. <p>2.9A.6 No later than 6 business days prior to the date of occurrence of the RoLR Event, the Licensee shall provide the other Licensee which has agreed to accept the novation of the contracts with a written list of the contact details of the consumers whose contracts will be novated to the other Licensee.</p> <p>2.9A.7 During Upon the occurrence of a RoLR Event, the Licensee shall:</p>

No.	Requirement	Code Amendments – Tracked Changes in Red
		<p>(a) within 1 business day from the occurrence of the RoLR Event, publish on its website a notification and notify the Licensee's consumers in a targeted manner via short message service or text message, electronic mail or other equivalent method, that:</p> <ul style="list-style-type: none"> (i) the Licensee's ability to retail electricity has ceased; (ii) unless there is a valid customer transfer request for the consumer to obtain electricity supply from another Licensee prior to the Default Supply Effective Date, the consumer will be transferred to the Market Support Services Licensee; and (iii) the physical supply of electricity to the consumers will not be affected despite the occurrence of the RoLR Event. <p>(b) within 2 business days provide the contact information of all its consumers to the Market Support Services Licensee in the form specified by the Market Support Services Licensee via the Secure File Transfer Protocol to facilitate the transfer of the consumers to the Market Support Services Licensee as contemplated in this section 2.9A.</p>

Code Amendments to operationalise the framework for retailers suspended from participation in the OEM

No.	Requirement	Code Amendment – Tracked Changes in Red
14	<p>To required suspended OEM retailers to:</p> <ul style="list-style-type: none"> • Not retail to prospective OEM consumers; • Honour all contracts that have already commenced; • Notify consumers with contracts that have yet to commence of its suspension and provide them the option to terminate the contract without early termination fees. <p>[Note: The suspended retailer can continue to retail to non-OEM consumers.]</p>	<p>2.1 <u>CONSUMERS AND CONSOLIDATED BILLING</u></p> <p>A Licensee shall retail electricity to a consumer in accordance with this Code. Unless expressly specified otherwise, all terms and conditions in this Code shall apply to the retail of electricity to a consumer (whether residential or non-residential).</p> <p>2.1.1 A Licensee shall not retail electricity to:</p> <p>(a) any consumer who is not classified or is not qualified to be classified as a contestable consumer under the Electricity (Contestable Consumers) Regulations; and</p> <p>(b) any consumer who is classified or is qualified to be classified as a contestable consumer under the Electricity (Contestable Consumers) Regulations and meets one of the following conditions:</p> <p>(i) the consumer is a residential consumer; or</p> <p>(ii) the consumer is a non-residential consumer with an aggregate electricity consumption of 2,000 kilowatt-hour or less,</p> <p>unless the Licensee is specifically approved by the Authority to do so. Any such approval by the Authority may be subject to conditions which the Licensee shall comply with.</p> <p>2.1.3 The Authority may suspend the approval of a Licensee to retail electricity to those customers referred to in this section if the Licensee fails to comply with the conditions on which the approval was given. For the avoidance of doubt, during the suspension of the approval, the Licensee shall not make any offer to sell to, or enter into any contract with, any consumer referred to in this section. The Licensee may however</p>

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		<p>continue to sell electricity to any consumer with whom the Licensee has previously contracted with prior to the suspension coming into effect.</p> <p>2.1.4 In the event a Licensee's approval to retail electricity is suspended by the Authority under section 2.1.3, the Licensee shall continue to comply with its obligations under all its subsisting contracts with the consumers and in respect of each of the following categories of consumers, the Licensee shall:</p> <p><i>Prospective consumers described in Section 2.1.2(a) and 2.1.2(b)</i></p> <p>(a) until such suspension is revoked or lifted, not make any offer to sell to, or enter into any contract with, any consumer and cease all marketing activities to retail electricity to any consumer described in Section 2.1.2 (a) or 2.1.2 (b), in which case the Licensee may continue to market and make offer to sell to, and enter into any contract with, such consumer;</p> <p><i>Consumers described in Section 2.1.2(a) and 2.1.2(b) with signed contracts which have yet to commence</i></p> <p>(b) within 1 business day from the date of the suspension, notify in writing to the consumers (whose contracts have not commenced) of the Licensee's suspension and the option available to these consumers to either continue with the contract or to terminate the contract.</p> <p><i>Early Termination Charges for Retail of Electricity</i></p> <p>2.10.13 For the avoidance of doubt and without limiting section 2.10.4012, a Licensee shall not impose any early termination charges on any consumer where the contract is terminated due to the occurrence of a Retailer of Last Resort Event, the contract is terminated by the consumer due to a breach of the contract by the Licensee or the contract is terminated by the consumer due to a breach of the contract by the Licensee pursuant to section 2.1.4(b).</p>

Miscellaneous and Consequential Code Amendments

Rationale	Section	Code Amendments
To make reference to Default Supply Arrangement as newly-defined in the Code.	Definitions	“Default Supply Effective Date” is the date on which the Market Support Services Licensee successfully transfers the consumer to a default supply arrangement Default Supply Arrangement;
To make reference to Default Supply Arrangement as newly-defined in the Code.	2.10	<p>2.10.3 Where the contract provides for the consumer an express right to renew the contract (where the contract does not provide for its automatic renewal) and the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.2(c) above of:</p> <ul style="list-style-type: none"> (a) his election to renew the contract on the terms and conditions referred to in section 2.10.2(a) above; or (b) his selection of one of the options referred to in section 2.10.2(b) above (if he informs the Licensee that he elects not to renew the contract), <p>the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect from the date immediately following the expiry date of the contract.:</p> <p>(c) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and</p>

Rationale	Section	Code Amendments
		<p>(d) — in the case of a consumer who does not fall within section 2.10.3(c) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL.</p> <p>2.10.6 If the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.5(c) above of:</p> <ul style="list-style-type: none"> (a) his election not to proceed with automatic renewal of the contract on the terms and conditions referred to in section 2.10.5(a); or (b) his selection of one of the options referred to in section 2.10.5(b) above (if he informs the Licensee that he elects not to proceed with automatic renewal of the contract), <p>the Licensee can deem the consumer as having agreed to:</p> <ul style="list-style-type: none"> (c) if section 2.10.6(a) above applies, proceed in accordance to the contract with the automatic renewal of the contract on the terms and conditions referred to in section 2.10.5(a); or (d) if section 2.10.6(b) above applies, purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect from the date immediately following the expiry date of the contract.÷ <p>(i) — in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and</p> <p>(ii) — in the case of a consumer who does not fall within 2.10.6(d)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL.</p>

Rationale	Section	Code Amendments
		<p>2.10.9 This section only applies to a contract which does not provide for an express right to the consumer to renew the contract or any automatic renewal of the contract. With respect to such contract, a Licensee shall notify the consumer in writing of the expiry date of his contract at least 10 business days prior to the date of its expiry. Such notification by the Licensee shall further inform the consumer of the following:</p> <ul style="list-style-type: none"> (a) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the expiry of the contract; (b) that the consumer shall inform the Licensee in writing, by the date stipulated in the notification, of his selection of one of the options referred to in section 2.10.89(a); (c) where the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.89(b) above of his selected option, the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect from the date immediately following the expiry date of the contract;; and <ul style="list-style-type: none"> (i) — in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and (ii) — in the case of a consumer who does not fall within section 2.10.8(c)(i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL; and (d) the mode of communication through which the consumer may inform the Licensee of his selected option referred to in section 2.10.89(a) above.

Rationale	Section	Code Amendments
		<p>2.10.11 A Licensee shall not terminate a contract with its consumer without giving at least 10 business days' notice in writing to that consumer. Such notification shall inform the consumer of the following:</p> <ul style="list-style-type: none"> (a) the effective date of the termination of the contract; (b) the reason for termination; (c) the option(s) available to the consumer to purchase electricity from another Licensee or the applicable Market Support Services Licensee after the termination of the contract; (d) that the consumer shall inform the Licensee in writing, by the date stipulated in the notification, of his selection of one of the options referred to in section 2.10.911(c); (e) where the consumer fails to inform the Licensee in writing by the date referred to in section 2.10.911(d) above of his selected option, the Licensee can deem the consumer as having agreed to purchase electricity from the applicable Market Support Services Licensee under the Default Supply Arrangement with effect from the date immediately following the effective date of the termination of the contract; <ul style="list-style-type: none"> (i) in the case of a consumer who is eligible to apply to cease his classification as a contestable consumer under the Electricity (Contestable Consumers) Regulations, at such tariff as may be set from time to time by the applicable Market Support Services Licensee for non-contestable consumers; and (ii) in the case of a consumer who does not fall within (i) above, at the prevailing market prices for the purchase of electricity from any wholesale electricity market through the applicable MSSL; (f) any early termination and applicable charges payable by the consumer to the Licensee; and

Rationale	Section	Code Amendments
		(g) the mode of communication through which the consumer may inform the Licensee of his selected option referred to in section 2.10.911(c) above.
To adjust cross-references to account for changes in numbering.	1.7	1.7.2 For contracts with consumers which are entered into or renewed before the appointed day, these contracts are not required to be amended or supplemented to be in compliance with this Code, save for the purposes of compliance with section 2.5.2(de) and 2.9A.
To adjust cross-references to account for changes in numbering.	2.9	<p>2.9.2 Except as permitted in section 2.9A, 2.10.3, 2.10.6(b), 2.10.89(c) and 2.10.911(e), a Licensee shall not transfer a consumer to another Licensee without the consent of the affected consumer.</p> <p>2.9.4 If section 2.10.3, 2.10.6(b), 2.10.89(c) or 2.10.911(e) applies, or if the consumer's selected option is to purchase electricity from the Market Support Services Licensee, the Licensee shall, upon the expiry or termination of the contract with the consumer (as the case may be), transfer the consumer to the applicable Market Support Services Licensee in accordance with section 2.9.3 to enable the consumer to purchase electricity from the applicable Market Support Services Licensee under the relevant and appropriate option.</p>
To adjust cross-references to account for changes in numbering.	2.10	<p>2.10 <u>Expiry and Termination of Contracts</u></p> <p><i>Contract with Right to Renew</i></p> <p>2.10.2 Such notification mentioned in section 2.10.1 by the Licensee shall further inform the consumer of the following:</p> <p>(c) that the consumer shall where the contract provides for the consumer an express right to renew the contract (where the contract does not provide for its automatic renewal), inform the Licensee in writing, by the date stipulated in the notification, whether the consumer elects to renew the contract on the terms and conditions of renewal referred to in section 2.10.2(a) above upon expiry of the</p>

Rationale	Section	Code Amendments
		<p>contract, and his selection of one of the options referred to in section 2.10.2(b) above should he elect not to renew the contract;</p> <p>2.10.5 Such notification mentioned in section 2.10.4 by the Licensee shall further inform the consumer of the following:</p> <p>(d) the consequences as described in section 2.10.6 in the event that the consumer fails to inform the Licensee in accordance with section 2.10.25 (c); and</p> <p><i>Early Termination Charges for Retail of Electricity</i></p> <p>2.10.12 Subject to section 2.10.4413, a Licensee may only impose early termination charges on a consumer if the contract is terminated prior to its expiry date by:</p> <p>(a) the Licensee due to the consumer's insolvency or bankruptcy (or other events similar or analogous to any of the aforesaid) or a breach of the contract by the consumer; or</p> <p>(b) the consumer at its convenience.</p>
Editorial changes	Definitions	<p>“Retailer of Last Resort Event” or “RoLR Event” means an event whereby a Licensee becomes unable or loses the right to retail electricity to its consumers by virtue of one or more of the following events:</p> <p>(i) revocation by the Authority, or expiry or non-renewal, of the Licensee’s electricity licence;</p>
Editorial changes	2.5	<p>2.5.2 A Licensee shall not sell electricity to a consumer except under and in accordance with the terms of a contract signed or acknowledged and accepted (whether by hand, electronically or otherwise) by the Licensee and the consumer. The Licensee shall ensure that any such contract shall:</p>

Rationale	Section	Code Amendments
		<ul style="list-style-type: none"> (a) comply with relevant legislation, the provisions of the Licensee's electricity licence and this Code; (b) include, without limitation, provisions that require: <ul style="list-style-type: none"> (i) the parties to the contract to acknowledge that modifications may be made to this Code from time to time by the Authority in accordance with this Code; (ii) the Licensee to promptly notify the consumer of any modifications that may be made to this Code from time to time by the Authority; (iii) the parties to the contract to be bound by any applicable modification made to this Code from time to time unless the Authority, when publishing the modification, specifies that this is not to be the case; and (iv) the Licensee (and the consumer to permit the Licensee) to notify the applicable Market Support Services Licensee that the consumer will commence purchasing electricity from the Licensee as of the effective date of the contract; (c) set out such information and terms as may be specified by the Authority; and ... (e) set out the following clause, or clauses to similar effect, pertaining to the transfer of its consumers' contact information to the MSSL Market Support Services Licensee: <p>"The Licensee is required by the Authority to transfer the consumer's contact information (including but not limited to mailing address, electronic mailing address and telephone number) to the Market Support Services Licensee to facilitate the implementation of the Retailer of Last Resort (RoLR) Framework."</p>

Rationale	Section	Code Amendments
Editorial changes	3.6	The dispute resolution provisions set out in a contract shall not deprive a residential consumer of its right to refer any dispute under the contract for alternative dispute resolution, including mediation.