

Electricity (Early Termination) Amendment Bill 2012

Report No. 16

Finance and Administration Committee

July 2012

Finance and Administration Committee

Chair	Mr Michael Crandon MP, Member for Coomera
Deputy Chair	Mr Curtis Pitt MP, Member for Mulgrave
Members	Mr Reg Gulley MP, Member for Murrumba Mr Ian Kaye MP, Member for Greenslopes Mr Tim Mulherin MP, Member for Mackay Mrs Freya Ostapovitch MP, Member for Stretton Mr Ted Sorensen MP, Member for Hervey Bay Mr Mark Stewart MP, Member for Sunnybank
Staff	Ms Deborah Jeffrey, Research Director Dr Maggie Lilith, Principal Research Officer Mrs Marilyn Freeman, Executive Assistant Ms Lynette Whelan, Executive Assistant
Technical Scrutiny Secretariat	Ms Renée Easten, Research Director Ms Marissa Ker, Principal Research Officer Ms Dianne Christian, Executive Assistant
Contact details	Finance and Administration Committee Parliament House George Street Brisbane Qld 4000
Telephone	+61 7 3406 7576
Fax	+61 7 3406 7500
Email	fac@parliament.qld.gov.au
Web	www.parliament.qld.gov.au/fac

Acknowledgements

The committee thanks those who briefed the committee, made submissions, gave evidence and participated in its inquiry. In particular the committee acknowledges the assistance provided by the Department of Energy and Water Supply.

1 Introduction

1.1 Role of the committee

The Finance and Administration Committee (the committee) is a portfolio committee established by the *Parliament of Queensland Act 2001* and the Standing Orders of the Legislative Assembly on 18 May 2012.¹ The committee's primary areas of responsibility are:

- Premier and Cabinet; and
- Treasury and Trade.

Section 93(1) of the *Parliament of Queensland Act 2001* provides that a portfolio committee is responsible for examining each bill and item of subordinate legislation in its portfolio area to consider –

- a) the policy to be given effect by the legislation;
- b) the application of fundamental legislative principles to the legislation; and
- c) for subordinate legislation – its lawfulness.

Standing Order 132(1) provides that the Committee shall:

- a) determine whether to recommend that the bill be passed;
- b) may recommend amendments to the bill; and
- c) consider the application of fundamental legislative principles contained in Part 2 of the *Legislative Standards Act 1992* to the bill and compliance with Part 4 of the *Legislative Standards Act 1992* regarding explanatory notes.

Standing Order 132(2) provides that a report by a portfolio committee on a bill is to indicate the committee's determinations on the matters set out in Standing Order 132(1).

Standing Order 133 provides that a portfolio committee to which a bill is referred may examine the bill by any of the following methods:

- a) calling for and receiving submissions about a bill;
- b) holding hearings and taking evidence from witnesses;
- c) engaging expert or technical assistance and advice; and
- d) seeking the opinion of other committees in accordance with Standing Order 135.

1.2 Referral

The Minister for Energy and Water Supply, the Hon Mark McArdle MP, introduced *Electricity (Early Termination) Amendment Bill 2012* to the Legislative Assembly on 10 July 2012. The bill was referred to the State Development, Infrastructure and Industry Committee (SDIIC). The Legislative Assembly agreed to a motion to refer the bill to the Finance and Administration Committee (FAC). The committee is required to report to the Legislative Assembly by 12 July 2012.

¹ *Parliament of Queensland Act 2001*, s88 and Standing Order 194

1.3 Committee Process

The committee had limited time to consider the bill due to its urgent nature. The committee's consideration of the bill included a public departmental briefing by officers from the Department of Energy and Water Supply (DEWS) on Wednesday 11 July 2012. A list of witnesses who gave evidence at the public briefing is contained in Appendix A. A transcript of the briefing will be published on the Committee's website and from the committee secretariat once it becomes available.

The committee also received a number of unsolicited submissions. A list of those who made submissions is contained in Appendix B. Copies of the submissions are published on the committee's website and are available from the committee secretariat.

The committee considered expert advice on the bills' conformance with fundamental legislative principles (FLP) listed in Section 4 of the *Legislative Standards Act 1992*.

1.4 Policy objectives of the Electricity (Early Termination) Amendment Bill 2012

The objective of the bill is to amend the *Electricity Act 1994* to prohibit early termination or exit fees for small and residential customers where they are notified of an increase in charges during the course of their market contract and the increased charges exceed notified electricity prices.

Pursuant to Standing Order 132(1)(a), the committee recommends that the bill be passed.

Recommendation 1

The committee recommends that the *Electricity (Early Termination) Amendment Bill 2012* be passed.

2 Examination of the *Electricity (Early Termination) Amendment Bill 2012*

2.1 Reasons for the bill

The Queensland government made a decision, under its cost of living priorities, to freeze the standard electricity tariff (Tariff 11) for 12 months from 1 July 2012, excluding the increase due to the introduction of the carbon tax. The government also made arrangements to lower the equivalent network tariff for residential customers in order to provide a subsidy to retailers for the freeze.

The policy objectives of the bill will be achieved through an amendment to the Electricity Act, to prohibit the charging of early termination fees for the cancellation of a negotiated contract by a small or residential customer where the customer's charges have increased above notified prices.

The prohibition has been developed in response to action taken by some energy retailers to increase their electricity tariffs for customers on market contracts considerably above regulated tariffs. The prohibition will enable customers that are adversely affected by the increased charges, to terminate their market contracts without being penalised by early termination fees.

Following the implementation of the price freeze to Tariff 11, some electricity retailers issued notices to their residential customers on market contracts to advise that the charges under their contract would be increasing. Some of these charges related to the fixed component, not the tariff, on their bills. Some of these charges increased by 150% or more which caused the charges under the market contract to be higher than the corresponding notified prices.

The government decided to prohibit exit fees in certain circumstances to encourage fairness and competition by making it easier and less costly for customers to switch to a different energy retailer. The department advised the committee that there is nothing in the bill that will stop retailers from applying a charge to a market contract other than the intent of the bill which is that customers can break the contract if any charge goes above notified price rates.²

Lumo Energy advised the committee that the proposed change has been extended to apply to all residential and small business pricing which seems to go beyond the government's initial intention to freeze Tariff 11. They also advised that they consider that the proposed changes will have a negative effect on competition and drive a perverse outcome with consumers bearing additional costs. They advised that this will be driven by a need to reassess hedge books. They advised that when a retailer enters into a fixed term contract with a customer, that retailer requires a level of certainty that they will retain the consumer for that period of time and the termination fee covers the risk if they choose to break the contract. They noted that without this certainty consumers will face an additional risk premium.³

TRUenergy also indicated their concern that the bill will reflect in long term consequences on the competition in the Queensland retail energy market. TRUenergy also advised that market contracts are structured around a variety of hedge arrangements which retailers contract for in the wholesale market and the break fee charged to customers is a direct reflection of the volume risk that retailers are exposed to in the wholesale market.⁴

² Mr Barr, Transcript 11 July 2012

³ Submission 2: 1

⁴ Submission 4: 1

Australian Power and Gas (APG) advised that they are concerned that the bill increases risk and uncertainty for retailers operating in the Queensland market as it can no longer reasonably predict the terms of its market contracts due to government regulation applying to existing contracts. They advised that this affects APG's ability to purchase wholesale electricity, meet its compliance requirements federally and at the state level and to provide consumer products that meet consumer choice. Further, risk is increased as this bill applies to price increases in forward years, for which no retailer has visibility to the methodology that will be used to set the notified price. APG also agreed that the proposed amendments go beyond the government's intent of freezing Tariff 11 to ensure that consumers were no worse off than they were in 2011-12.⁵

2.2 Background

Since 1 July 2007, small and residential customers in Queensland have had the option to be supplied electricity under a standard retail contract with notified prices or under a negotiated or market contract.

Small customers are defined as those customers that consume less than 100 megawatt hours per year (MWh). Residential customers are those that generally consume less than 100 MWh but may consume more, and their electricity consumption is for domestic use.⁶

A standard retail contract is mandated in the Electricity Act 1994 and the Electricity Industry Code and gives customers protection through a set of standard terms and conditions and through regulated tariffs which are known as notified prices.⁷

Market contracts are those contracts where customers go to the market and negotiate a contract with their retailer. Market contracts also have a minimum set of terms and conditions covering items such as billing and payment options. Market contracts generally offer customers better prices or other benefits in exchange for a commitment from the customer that they will be supplied by the retailer for a fixed period of time. Most retailers have a number of different market offers available.⁸

The department provided the following information in respect of residential and small business customers in Queensland:

- As at 30 June 2011 there were approximately 1,833,923 residential customers in Queensland. Of these 1,243,885 (67.8%) were located in South East Queensland.
- Approximately 714,786 (39%) residential customers are only on the standard residential tariff (Tariff 11) and do not access either of the controlled load tariffs (Tariffs 31 or 33).
- There are approximately 193,703 small business customers in Queensland, of which around 89,708 (46.3%) are in South East Queensland
- Approximately 43.4% of small customers in Queensland (including residential and small business) are on market contracts.⁹

⁵ Submission 5: 1

⁶ Mr Barr, Transcript 11 July 2012

⁷ Correspondence from Department of Energy and Water Supply, to the FAC received 11 July 2012

⁸ Correspondence from Department of Energy and Water Supply, to the FAC received 11 July 2012

⁹ Correspondence from Department of Energy and Water Supply (Answers to Questions taken on Notice) to the FAC received 11 July 2012

2.3 Commencement

The bill contains transitional provisions so that existing customers with negotiated contracts benefit from the provisions. Market customers that have been notified of price increases between 1 June 2012 and the date of commencement of the Bill will have 20 business days' notice to revert or terminate their contract.

2.4 Urgency

The department advised that if the bill is not debated and passed as soon as possible, some households on market contracts will not be able to access cheaper electricity prices established by the price freeze on Tariff 11 without first paying exit fees. The passage of the legislation will provide certainty for both customers and retail businesses. The department advised that due to the retrospectivity, the longer it takes for the bill to be passed, the greater the impact on those affected by the changes.¹⁰

Q Energy advised the committee that the legislation has been introduced with unseemly haste with only one evening of consultation provided.¹¹ Lumo Energy agreed that the consultation period was insufficient for retailers to review and assess the impacts the change will have on their business, competition and ultimately consumers.¹²

AGL advised the committee, that whilst they appreciate the intention to see the speedy passage of the bill, they caution against such short consultative periods for future bills which have the capacity for significant impact upon retailers' commercial operations.¹³

The committee wishes to express the view that, whilst it understands the government's reasons for the prompt passage of this legislation, it considers that realistic consultation times should be adhered to. Many of the submissions provided to the committee expressed their disappointment with the limited time available to them to consider the issues raised in the bill.

The committee identified a number of issues which it would have preferred to examine in further detail but due to the timeframes provided it was unable to do so.

2.5 Stakeholder consultation

The explanatory notes state that consultation occurred with key agencies. The department advised that consultation in developing the bill was limited to government departments. Subsequent to the introduction of the bill on 10 July 2012, the department sought feedback from retailer and consumer groups.

The department advised that feedback from retailer and consumer groups included the following:

- Some retailers indicated concern regarding insufficient time to adequately assess the impacts of the proposal on commercial operations
- Some retailers will be unaffected as they do not have market contracts with charges above the notified prices
- Some retailers have existing voluntary provisions that allow customers to terminate contracts without penalty if the total bill is higher than a standard retail contract

¹⁰ Mr Barr, Transcript 11 July 2012

¹¹ Submission 1: 1

¹² Submission 2: 1

¹³ Submission 3: 1

- Some retailers raised concerns regarding lack of clarity regarding treatment of discounts in applying the proposed legislation and that comparing one tariff rate against the notified price does not provide a true assessment of the total cost to customers and that a ‘whole of bill’ approach is the clearest way to illustrate whether a customer is better off under a market contract or regulated price
- Some retailers are concerned that the proposed changes lock them into a price ceiling where they are in an uncertain market environment
- Some retailers raised concerns regarding additional costs to change collateral and processes
- Consumer groups support the certainty the mandatory ban on exit fees provides rather than leaving for retailer discretion in market contracts
- Consumer groups advised that written notice should not be required to terminate
- Retailers also sought clarification regarding the treatment of conditional discounts and the penalties to be imposed¹⁴

2.6 Clause 4 – Insertion of new s55CA (Early termination of negotiated retail contracts in particular circumstances)

Clause 4 inserts new section 55CA. New section 55CA will apply when a retail entity and relevant customer enter into a negotiated retail contract and the retailer notifies the customer of an increase in charges under the contract. A relevant customer is defined as a residential customer or a small customer who is not a residential customer, ie a business customer consuming no more than 100 MWh. Under the section a retailer is obliged to notify a customer if the increased charges will be more than notified prices. The retailer must also notify the customer of their right to terminate the contract.

Many of the submissions received by the committee indicated their concern that the proposed change does not consider the value of any pay on time discounts, up front or other inducements, such as gift cards, memberships, energy management services.

AGL noted their concern that the bill is silent on discounts which provides a disadvantage to retailers who charge the customer the full contract rate and then apply a discount credit. AGL is also seeking clarification on what constitutes a ‘higher rate’ as charges are made up of many components and different customers will be charged at different rates for these components. They consider that the best way to assess a customer’s true position is by the ‘whole of bill’ approach because it is the clearest way to determine whether a customer is better or worse off under a market contract or a regulated one.¹⁵

TRUenergy also indicated their concern that proposed section 55CA 2(a) does not recognise that discounts can be applied to the customers’ total bill and that this means that the actual rates prior to discounting may be more than the notified prices, yet a customer would have the right to exercise their contract without penalty, even though they may be paying less than the notified prices after their discounts have been applied.¹⁶

TRUenergy argued in their submission that upfront inducements should be explicitly excluded. TRUenergy also argued that the bill provides no guidance to retailers on Green power offers, which normally exceeds the notified prices.¹⁷

¹⁴ Correspondence from Department of Energy and Water Supply, to the FAC received 11 July 2012

¹⁵ Submission 3: 1

¹⁶ Submission 4: 2

¹⁷ Submission 4: 2

APG also confirmed that they consider that the bill is not clear as to the application of the bill to customer tariffs with regard to discounts.¹⁸

QCOS noted their concern that the legislation does not distinguish between different tariffs and components of tariffs which may apply under a market contract. They noted that there are situations in which customers may benefit from a trade off where one component is charged at a higher rate than the regulated rate while other price components are reduced. QCOS indicated that they would not want to see innovation in market offers that may benefit consumers stifled as a result of the legislation.¹⁹

The clause provides that the customer may terminate the contract by giving the retailer written notice within 20 business days after receiving notification. The termination takes effect 10 days after the customer gives the retailer written notice.

APG advised the committee that the notification requirement in the bill is not sufficiently defined to allow retailers to action a termination. Customers must advise retailers that they want to terminate their contract and to advise what they want to happen with their electricity supply. A retailer cannot make this decision on behalf of the customer. A customer seeking a transfer to a new retailer will make that request via their new chosen retailer, not through their existing retailer. If a customer notifies their existing retailer of their intent to transfer, the existing retailer cannot action the transfer until they receive notification through market systems from the new retailer that a customer wants to transfer. They consider that 10 business days is not sufficient to complete the process as they are dependent on the new retailer to initiate the transfer process. APG also noted that a transfer requires a 10 business day cooling off period. They indicated that the transfer can take up to 90 days to be completed.²⁰

The Energy Retailers Association of Australia Limited (ERAA) also indicated that transfers usually occur at the next scheduled meter read date.²¹ Origin Energy also confirmed that while a new agreement with the same retailer should take effect within 10 business days, if the customer transfers to a new retailer this occurs on the next scheduled meter read, which can take up to 3 months. They indicated that the termination should take effect on the date electricity supply under the new agreement commences. They advised that this recognise usual rules that apply in the National Electricity Market and to require retailers to respond differently would require changes to national market rules and procedures that would be practically impossible to implement.²²

The proposed provisions prohibit a retailer from charging a customer a fee, directly or indirectly, where a customer terminates the contract under these provisions.

2.7 Clause 6 – Insertion of new ch14, pt 13 (Transitional provision for Electricity (Early Termination) Amendment Act 2012

Clause 6 provides the same protection as that offered in the new section 55CA, only it applies to customers that have been issued with a notification between the period 1 June 2012 and the date of commencement of the Act. These customers will have 20 business days from the date of commencement to issue a termination notice to the retail entity should they decide to exercise this option. Customers exercising this option will not be required to pay any termination fee.

¹⁸ Submission 5: 1

¹⁹ Submission 6: 2

²⁰ Submission 5: 1

²¹ Submission 7: 2

²² Submission 8: 1

2.8 Committee Comments

The committee considered the issue of barriers to consumers changing providers. The committee considered that having to write to a previous provider can be an impediment to some customers. The committee was advised that customers have some options in respect of the proposed changes. They do not necessarily have to switch to a new retailer. They can stay with the same provider and revert to a standard contract.²³

QCOS advised the committee that the legislation only allows customers to avoid early termination fees by providing written notice to their retailer of their intention to terminate the contract within 20 business days of receiving notification that prices are to increase to more than the regulated tariff. They advised that this is burdensome for customers, who may be more likely to respond to such a notice by transferring away from their retailer. They stated that the requirement to provide written notice places higher requirements on customers to cancel the contract than apply to retailers when the contract is formed in the first place.²⁴

Both QCOS and Origin Energy indicated their preference that customers be allowed to terminate the contract over the phone. Origin Energy advised that retailers can then rely on existing processes and for most customers it is more convenient to give notice by telephone.²⁵

The committee considers that the proposed changes provide notification to the customer and it provides an opportunity for both the retailer and the customer to reassess whether the benefits of continuing with the same provider remain.

The committee has some concerns regarding termination methods. The committee considers that the Minister should explore ways for customers wishing to terminate contracts to be able to do so in a convenient and timely manner, whilst preserving consumer protections. For example standard form letters or termination by telephone using industry best practice identification protocols.

²³ Ms Jarvis, Transcript 11 July 2012

²⁴ Submission 6: 2

²⁵ Submission 8: 1

3 Fundamental legislative principles

Section 4 of the *Legislative Standards Act 1992* states that FLPs are the ‘principles relating to legislation that underlie a parliamentary democracy based on the rule of law’. The principles include that legislation has sufficient regard to:

- the rights and liberties of individuals, and
- the institution of parliament.

The Committee examined the Bill’s consistency with FLPs. This section of the report discusses potential breaches of the FLPs identified during the Committee’s examination of the Bill and includes any reasons or justifications contained in the explanatory notes and provided by the department.

The explanatory notes identify that legislation should not adversely affect rights or liberties or impose obligations retrospectively.

3.1 Rights and liberties of individuals – does the bill adversely affect rights and liberties, or impose obligations, retrospectively?

Whether legislation has sufficient regard to the rights and liberties of individuals depends on whether for example the legislation adversely affect rights and liberties or imposes obligations retrospectively (per ss.4(3)(g) *Legislative Standards Act 1992*).

The former Scrutiny of Legislation Committee (SLC) brought all provisions in Bills that had effect retrospectively to the attention of Parliament. In evaluating such legislation the SLC typically had regard to whether the retrospective application was beneficial to persons other than the government; and whether individuals have relied on the legislation and have a legitimate expectation under the legislation before the retrospective clauses commence.²⁶

Even if retrospective legislation was considered necessary, the SLC expressed concern where one party was apparently to receive the benefit of retrospectivity in relation to commercial arrangements.²⁷ The SLC also queried a provision that imposed on existing contractual arrangements the liabilities and obligations to which they would be subject if they had contracted under the new legislation. The SLC asked for information about the number of existing agreements and the extent to which the parties to the agreements were likely to be adversely affected.²⁸

In the current Bill, clause 4 inserts (proposed) new s.55CA into the *Electricity Act 1994* to allow residential and ‘small use’ business customers to terminate their retail contracts with an electricity retail entity without penalty/early termination fee when the entity notifies the customer that the entity’s charges will increase by more than the notified prices.

Section 55CA will operate retrospectively in that it will apply to contracts entered into before or after its commencement.

In addition the proposed transitional provision (s334) to be inserted by clause 6 will also operate retrospectively in that it will apply to contracts entered into *before or during the relevant period* (‘relevant period’ being defined as 1 July 2012 – commencement of s.334). Section 334 will allow residential and ‘small use’ business customers to terminate their retail contracts with an electricity retail entity without penalty/early termination fee when the entity notifies the customer during the relevant period that the entity’s charges will increase by more than the notified prices.

²⁶ *Alert Digest* 2006/8, pp. 12–13; AD 2005/6, pp. 3–4; AD 2004/2, p. 19; AD 2003/2, p. 1; AD 2002/8, pp. 14–15; AD 2002/4, pp. 14–15; AD 2001/4 p. 5; AD 1999/3, pp. 44–42.

²⁷ *Alert Digest* 1999/1, pp. 20–21.

²⁸ *Alert Digest* 2003/1, p.4.

Both of these sections are expressed to apply despite anything to the contrary in the contract (see ss55CA(7) and ss334(6)).

The retrospective operation of these provisions can be seen as beneficial to residential and small business customers by enabling them to terminate (without penalty) their retail contracts with their retail electricity entity despite the prior existence of any contractually agreed right of the entity to charge an early termination fee for exiting customers.

The only entities that are likely to suffer loss from the retrospective operation of these consumer protection clauses are the retail entities who will be unable to penalise exiting customers for the early termination of their contracts even where there is a clause in their retail contracts with those customers that permitted imposition of such a charge. Not only are such entities unable to impose such a fee (and hence they will lose their expected revenue in that respect) they will also be subject to steep fines (max. 500 penalty units = \$50,000) should they directly or indirectly charge an exiting customer a fee for the early termination of their contract done under the protection of ss.55CA(3) or ss.334(2).

The explanatory notes state that existing contracts that impose early termination fees will be subject to the prohibition amendment. The explanatory notes also state that while retrospective application is not something that is done lightly, the government is taking this steep to ensure that all existing market contract customers benefit from this protection.

Q Energy advised the committee that the decision to undertake retrospective legislation to remove the rights agreed between retailers and their customers adds to concerns that Queensland is a jurisdiction with very significant sovereign risk. They advised that the legislation interferes with the natural rights of the retailer to run their business in a manner that supports business costs and allow them to continue operating for the benefit of existing customers.²⁹ They indicated that there is significant risk for the future as the legislation effectively prohibits retailers going into the future from matching their costs to their revenues, which every business needs to operate sustainably.³⁰

TRUenergy also confirmed that the retrospective operation of the proposed restriction on recovering exit fees has no regard for the impact on a retailers' business. They advised that their ability to offer discounts to customers is based on having some certainty of the term of the customers' contract and the ability to recover some of their potential loss in the event of early termination in the form of fees.³¹

ERAA also indicated their concern with regard to the retrospectivity of the legislation. They advised that retailers have entered into contracts with consumers based on certain terms and conditions and the quick introduction of this legislation may contravene some of the commercial decisions which were made when drafting these contracts. They noted that by introducing retrospective legislation, the government has set a precedent in the market which makes Queensland an unattractive market and introduces commercial and regulatory risks for existing and potential market participants.³²

²⁹ Submission 1: 1

³⁰ Submission1: 2

³¹ Submission 4: 2

³² Submission 7: 1

3.2 Explanatory notes

Part 4 of the *Legislative Standards Act 1992* relates to explanatory notes. Subsection 22(1) states that when introducing a bill in the Legislative Assembly, a member must circulate to members an explanatory note for the bill. Section 23 requires an explanatory note for a bill to be in clear and precise language and to include the bill's short title and a brief statement providing certain information.

Explanatory notes were tabled with the introduction of the bill. The notes are fairly detailed and contain the information required by section 23 and a reasonable level of background information and commentary to facilitate understanding of the bill's aims and origins.

3.3 Proposed New Offence Provisions

The following table details the proposed new offence provisions created by the bill:

Clause	Proposed offence	Proposed maximum penalty
Cl 4 (s55 CA (6))	A retail entity directly or indirectly charging a customer a fee for early termination of their contract under subsection 55CA(3).	500 penalty units (\$50,000)
Cl 6 (s334 (5))	A retail entity directly or indirectly charging a customer a fee for early termination of their contract under subsection (2).	500 penalty units (\$50,000)

ERAA advised the committee that they considered the penalties under the proposed legislation to be highly punitive and it is unclear if the penalties apply per occurrence or whether this is for multiple occurrences.³³

The committee notes that the proposed penalties are consistent with the penalties included for breaches of section 132 of the Electricity Act.

³³ Submission 7: 1

Appendices

**Appendix A – Officers appearing on behalf of the department at public briefing – Wednesday
11 July 2012**

Witnesses
Mr Jon Black, Director-General, Department of Energy and Water Supply
Mr Benn Barr, General Manager, Energy Sector Reform, Department of Energy and Water Supply
Ms Julie Jarvis, Manager, Consumer and Retail Policy, Department of Energy and Water Supply

Appendix B – List of Submissions

Sub #	Submitter
1	Q Energy
2	Lumo Energy
3	AGL Energy Limited
4	TRUenergy Pty Ltd
5	Australian Power & Gas
6	Queensland Council of Social Service Inc
7	Energy Retailers Association of Australia Limited
8	Origin Energy Electricity Ltd