

Amendments to clause 11.32E of the Electricity Industry Participation Code and EIEPs 13A, 13B and 13C

Technical Consultation paper

Submissions close: 5pm Tuesday 19 November

29 October 2019



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1 What you need to know to make a submission

What this consultation paper is about

- 1.1 The purpose of this paper is to consult with interested parties on the Authority's proposal to revise two initiatives contained in its *Quick Wins for Increasing Access to Electricity Services* consultation paper published in April 2019.
- 1.2 This consultation is technical in nature and relates only to the drafting of the amendment to Clause 11.32E of the Code and minor changes to electricity information exchange protocol (EIEP) 13C, 13A and 13B.
- 1.3 Section 39(1)(c) of the Act requires the Authority to consult on any proposed amendment to the Code and corresponding regulatory statement. The regulatory statements for the initiatives are unchanged from those set out in the April 2019 consultation paper.

How to make a submission

- 1.4 The Authority's preference is to receive submissions in electronic format (Microsoft Word) in the format shown in Appendix D. Submissions in electronic form should be emailed to ACCES@ea.govt.nz with "Technical Consultation Paper—ACCES Quick Wins" in the subject line.
- 1.5 If you cannot send your submission electronically, post one hard copy to either of the addresses below, or fax it to 04 460 8879.

Postal address

Electricity Authority
PO Box 10041
Wellington 6143

Physical address

Electricity Authority
Level 7, Harbour Tower
2 Hunter Street
Wellington

- 1.6 Please note the Authority wants to publish all submissions it receives. If you consider that we should not publish any part of your submission, please:
 - (a) indicate which part should not be published
 - (b) explain why you consider we should not publish that part
 - (c) provide a version of your submission that we can publish (if we agree not to publish your full submission).
- 1.7 If you indicate there is part of your submission that should not be published, we will discuss with you before deciding whether to not publish that part of your submission.
- 1.8 However, please note that all submissions we receive, including any parts that we do not publish, can be requested under the Official Information Act 1982. This means we would be required to release material that we did not publish unless good reason existed under the Official Information Act to withhold it. We would normally consult with you before releasing any material that you said should not be published.

When to make a submission

- 1.9 Please deliver your submissions by **5pm on Tuesday 19 November 2019**.

- 1.10 The Authority will acknowledge receipt of all submissions electronically. Please contact the Submissions' Administrator if you do not receive electronic acknowledgement of your submission within two business days.

2 The Authority consulted on three proposals

- 2.1 On 30 April 2019, the Authority published a consultation paper titled *Quick Wins for Increasing Access to Electricity Services*. The consultation paper proposed three initiatives to make it easier for consumers to share their data with organisations they trust.
- 2.2 The initiatives aim to promote competition and efficiency by establishing a process which will:
- (a) improve the timeliness of the delivery of consumer data by retailers to consumers' agents
 - (b) provide consumers with confidence that their data is only going to parties (agents) they trust
 - (c) provide retailers with confidence they are meeting their obligations under the Privacy Act when providing a consumer's historical consumption data to a consumer's agent.

Two proposals revised to reflect submissions and privacy advice

- 2.3 After reviewing submissions and receiving legal advice from Victoria Casey QC (Appendix D), the Authority is considering altering two of the initiatives set out in the consultation paper.
- 2.4 Given the nature of the alterations to these proposals the Authority has opted to conduct a short technical consultation on the two changes.
- 2.5 This paper sets out the revised proposals to: amend clause 11.32E of the Code and to establish an automatic programming interface (API) for the communication of the receipt of authorisations between a customer's authorised agent and their responsible retailer.
- 2.6 The regulatory statements, cost and benefits of these two initiatives are unchanged from those set out in the April 2019 consultation paper.
- 2.7 The Authority is also considering other related initiatives put forward by submitters including changes to the terms and conditions of use of the EIEP Hub to establish an accreditation regime to build trust between agents and retailers. The Authority is not seeking submission on these initiatives.

3 Revised drafting of amendments to clause 11.32E of the Code

- 3.1 The April 2019 consultation paper proposed to amend the Code to:
- (a) set out the information required for an agent's request for a customer's historical consumption data to be valid, and
 - (b) prohibit retailers from mandating the form a request must take or requiring other information.

The April 2019 proposed Code amendment

3.2 The proposed amendment to clause 11.32E of the Code specified:

- (a) the information that must be provided in an agent's authority
- (b) that retailers may not require the information to be provided in a particular format
- (c) that retailers may not require additional information
- (d) that retailers may reject authorities with incorrect address or installation control point number (ICP) information, but if they do they must tell the agent why within 2 business days
- (e) that if a consumer notifies a retailer it has revoked an agent's authority, the retailer must notify the impacted agent in 2 business days
- (f) that if a consumer tells an agent its authority is revoked the agent must (if it is a participant) tell the retailer.

Submitters' views

3.3 Submitters views on the proposed amendment can be summarised as:

- (a) a desire for the process to be standardised and streamlined
- (b) a strong desire for the creation of safeguards
- (c) a lack of consensus on the timeframes for authority to be accepted or rejected
- (d) a high degree of concern amongst retailers about privacy risk and the need for the protection of consumer data
- (e) a preference that the Authority obtain an advisory opinion from the Office of the Privacy Commissioner.

Advice from the Office of the Privacy Commissioner

3.4 In light of the privacy concerns raised by submissions, the Authority approached the Office of the Privacy Commissioner (OPC) asking if the matters raised by stakeholders were suitable for an advisory opinion.

3.5 The OPC's advice was that the issues did not appear to be suitable for an advisory opinion because the Privacy Act 1993 (Privacy Act) prevails over the Code in the statutory hierarchy (the Code not being an "enactment") so doesn't give rise to a point of interpretation. However, OPC staff presented to stakeholders at the Authority's May 2019 privacy roundtable. This presentation from OPC staff was consistent with the advice subsequently received (discussed below).

Advice from Victoria Casey QC

3.6 The Authority, after consulting with the OPC, approached Victoria Casey QC to provide a written opinion on the Privacy Act implications of the revised proposed Code amendments and proposed amendments to the Hub terms and conditions.

3.7 The Authority is providing this written opinion to participants and other interested parties to assist them in understanding the Authority's revised proposals, and to provide assistance in understanding the Authority's position on the interaction between the revised proposals and the Privacy Act. In releasing this opinion, the Authority does not otherwise waive privilege in the legal advice it has received on these matters.

- 3.8 As part of this, the opinion (Appendix C) examined the privacy concerns of both agents and retailers (or any party holding personal information who is asked to share that information) namely:

for agents on behalf of consumers: that retailers are raising unreasonable barriers to customers' access to this information and/or delaying the disclosure of information;

for retailers: ensuring that they do not disclose information in breach of their obligations under the Privacy Act.

- 3.9 Victoria Casey QC concluded that:

In my view, the proposed amended provisions will not place retailers in breach of their obligations under the Privacy Act. I would also make the further observation that once these provisions are in place, retailers who require more onerous procedures from customers or agents are (absent special circumstances) at risk of contravening their obligations under Privacy Principle 6 and s 30 of the Privacy Act This risk would be particularly high in relation to a request received via the Hub.^[1]

- 3.10 In addition to concluding that the Code amendment would not put retailers in breach of their Privacy Act 1993 obligations the advice noted that:

- (a) the access right is fundamental to an individual's ability to exercise control over their own personal information and that this right to access is established by Privacy Principle 6
- (b) the Privacy Act requires the retailer to comply with a request regardless of the form in which it is made
- (c) retailers raising unreasonable barriers to customer's access to their information through agents raises issues of potential non-compliance by the retailers with their obligations under Privacy Principle 6
- (d) Section 45 of the Privacy Act may not be used to frustrate or hinder an access request
- (e) the importance of Section 45 of the Privacy Act not being applied to have the effect of hindering access to personal information is confirmed by Section 115 of the Privacy Act, which provides an effective immunity in circumstances of unauthorised disclosure provided an agency has acted in good faith
- (f) what is a reasonable precaution and what is an unjustifiable constraint on the exercise of an individual's right of access will depend on what is reasonable and proportionate in the circumstances
- (g) where the agent is a known and reputable member of the industry who routinely acts for consumers in this role, the risk of the request not being properly authorised is very low, and the consequences to the customer of a mistake are negligible. A consumer would reasonably expect their current retailer in these circumstances to accept that agent's assurance that the request is authorised, or at most view a basic electronic or signature confirmation

Q1. Do you have contrary views to those of Victoria Casey QC? If so, please elaborate.

Revised Code amendment

- 3.11 To improve clarity and simplicity and ensure alignment with the Privacy Act advice we have received. We propose to alter the drafting of the amendment to clause 11.32E of the Code to:
- (a) establish a prescribed form for an authorisation
 - (b) establish a set of requirements for participants who wish to make a request for data on behalf of a consumer
 - (c) allow retailers to decline a request if, on reasonable grounds, they consider it would breach the Privacy Act to provide the information
 - (d) require that retailers, before they reject a request, consider if further information could reasonably be provided by an agent to demonstrate authority and if so the retailers must request this information
 - (e) specify timeframes for a retailer to respond to a request received via the EIEP Hub. A retailer has 2 days to reject a request or ask for further information from an agent
 - (f) simplify the provisions relating to the revocation of an authority.
- 3.12 The revised drafting of clause 11.32E of the Code is shown in Appendix A.

Q2. What are your views on the drafting of the proposed amendment to clause 11.32E of the Code?
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4 Amendments to EIEPs 13C, 13A and 13B

- 4.1 In the April 2019 consultation paper, the Authority proposed to establish an API for the communication of the receipt of authorisations between a customer's authorised agent and their retailer.

Existing EIEPs to be improved instead of the creation of a standalone API

- 4.2 Rather than create a new API, the Authority is considering making changes to the existing EIEPs 13C, 13A and 13B to achieve the same outcomes. These changes are to:
- (a) upgrade the existing EIEP 13C, 13A and 13B to standardise and streamline the communication of an authority
 - (b) mandate the use of the EIEP hub for the transfer of EIEPs 13C, 13A and 13B between retailers and consumers' agents
 - (c) log details of each EIEP 13C, 13A and 13B transferred through the EIEP hub to monitor compliance with the Code.
- 4.3 The Authority's view is that the benefits of the use of the of existing EIEPs 13C, 13A and 13B include:
- (a) lower development cost
 - (b) leveraging off existing systems and processes
 - (c) being quicker and less risky to implementation
 - (d) limiting changes to existing agent and retailer systems.

- 4.4 Our view is that mandating the use of the EIEP hub for the transfer of EIEPs 13C, 13A and 13B will standardise and streamline the data request and data provision process.
- 4.5 The amendments to EIEPs 13C, 13A and 13B are shown in Table 1 below. Tracked changes for each EIEP can be found at Appendix B.

Table 1: Amendments to EIEPs

EIEP	Field	Change
13C	General requirements	EIEP13A and EIEP13B responses to a valid EIEP 13C must be provided via the data hub
13C	EIEP delivery method	Use of the data hub to respond to an EIEP is no longer optional therefore field to be removed
13C	Email address	Email delivery no longer permitted. Field to be removed
13C	Authority expiry date	<i>New field:</i> Event Data: Authority end date Format: DD/MM/YYYY Optional/Mandatory: M Validation Rule: The end date of the authority can be no more than 24 months after application date
13C	Statement of written authority	<i>New field:</i> Event Statement of written authority Format: Char 3 Optional/Mandatory: M Validation Rule: Must be YES or NO
13A	Business requirements 2	The use of the EIEP Hub by agents to submit an EIEP 13C will become mandatory. Therefore, the following text will be removed from the field. <i>“However nothing prevents an agent requesting EIEP 13B via a valid email address and receiving a response to that valid email address.”</i>
13B	Business requirements 2	The use of the EIEP Hub by agents to submit an EIEP 13C will be mandatory. Therefore, the following will text will be removed from the field <i>“However nothing prevents an agent requesting EIEP 13B via a valid email address and receiving a response to that valid email address.”</i>

- 4.6 Two new fields are added to EIEP 13C:
1. Authority expiry date. This will be used by third parties to indicate the expiry date of the authorisation. To ensure that customer authorisations remain current the expiry date may be no longer than 24 months from the receipt of the authority.
 2. Statement of written authority. This field requires a requester to state if they have obtained a written authority from the consumer in the form and containing the information required by the proposed Schedule 11.6 of the Code.

- 4.7 The Authority is also updating its procedures for requests for consumer consumption information to reflect the above changes to EIEPs 13C, 13A and 13B also attached at Appendix B.

Q3. What are your views on the amendments to EIEPs 13C, 13A and 13B?

Appendix A Revised amendment to clause 11.32E of the Code

Electricity Authority is, subject to the further consultation steps it is taking and approval by the Authority Board, proposing the following revised amendments to the Code (text to be deleted is marked-up in strikethrough and new text to be added is underlined):

1. To amend clause 11.32E as marked-up:

11.32E Agents

- (1) If a **consumer** authorises an agent to request information under clause 11.32B on behalf of the **consumer**, a **retailer** must, if the agent has the written authority of the **consumer** to obtain the information or is otherwise properly authorised by that **consumer** to obtain the information, deal with any request from the agent for information about the **consumer** under clause 11.32B in accordance with:
 - (a) clauses 11.32EA and 11.32EB;
 - (b) if a request includes a statement from the agent that the agent has obtained, or the request is accompanied by, a written authority from the **consumer** in the form and containing the information required by Schedule 11.6, and the request is made through the **EIEP Transfer Hub**, clause 11.32ED; and
 - (d) the Privacy Act 1993, where applicable.

2. To insert the following new clauses after clause 11.32E:

11.32EA Retailer actions on receipt of requests from agents

- (1) A **retailer**, after receiving a request under clause 11.32B from an agent on behalf of a **consumer**, must:
 - (a) make a decision on the request, and advise the agent of that decision, as soon as reasonably practicable; and
 - (b) provide the information requested within the timeframe required by clause 11.32B, unless there are grounds for refusing the request under clause 11.32EB.
- (2) If the **retailer** considers, in accordance with subclause (1), that there are grounds for refusing the request, the **retailer** must, before refusing the request:
 - (a) consider whether any further information could reasonably be provided by the agent to satisfy the **retailer**; and
 - (b) request any such further information from the agent, specifying the further information required in detail.
- (3) If further information is provided under subclause (2)(b), the **retailer** upon receiving the further information must:
 - (a) make a final decision on the request, and advise the agent of that decision, as soon as reasonably practicable; and
 - (b) provide the information requested within the timeframe required by clause 11.32B as calculated from the time the **retailer** receives the further information, unless there are grounds for refusing the request under clause 11.32EB.
- (4) If a **retailer** decides to refuse a request, in advising the agent of that decision, the **retailer** must provide the agent with the reasons (in detail) for the refusal.

- (5) If a **retailer** decides to grant a request in full, the **retailer** is able to meet the obligation to advise the agent of that decision by providing the information to the agent in accordance with subclauses (1)(b) and (3)(b).
- (5) The obligations in subclauses (1)(a) and (3)(a) do not detract from the obligations in subclauses (1)(b) and (3)(b), respectively.

11.32EB Decisions on requests

- (1) A **retailer** that receives a request under clause 11.32B from an agent on behalf of a **consumer**, must grant the request and provide the information unless:
- (a) the **retailer** believes on reasonable grounds that the **consumer** has not authorised the request;
 - (b) the **retailer** believes on reasonable grounds that complying with the request would otherwise cause the **retailer** to breach its obligations under the Privacy Act (where it applies); or
 - (c) the **retailer** believes on reasonable grounds that:
 - (i) if the request is accompanied by a written authority in the form and containing the information required by Schedule 11.6 or the agent subsequently provides a copy of such an authority, any of the information required by Schedule 11.6 is incorrect in a material way, such that the **retailer** cannot be satisfied of the matters in paragraphs (a) or (b) or is unable to identify the **consumer** the request relates to; or
 - (ii) in any other situation, the **retailer** is unable to identify the **consumer** the request relates to.
- (2) A **retailer** may not refuse a request under clause 11.32B from an agent on behalf of a **consumer** on the basis that the request or any authorisation relating to the request is not in a particular form.

11.32EC Requirements for agents who are participants

- (1) This clause applies to each **participant** who wishes to make or who makes a request for information to a **retailer** under clause 11.32B as an agent on behalf of a **consumer**.
- (2) Before making the request, the **participant** must obtain an authorisation from the **consumer** for the **participant** to request the transfer of the information to the agent on behalf of the **consumer**.
- (3) The **participant** must:
- (a) retain a copy of the authorisation under subclause (2) or otherwise retain evidence that the consumer has provided the authorisation required by subclause (2); and
 - (b) provide a copy of the authorisation or other evidence to the **retailer**, if requested by the **retailer**.

11.32ED Additional requirements on retailers for Authorisations in prescribed form and through the EIEP Transfer Hub

- (1) This clause applies where an agent requests information from a **retailer** on behalf of a **consumer** under clause 11.32B and:
- (a) subject to clause 11.32EE, either:

- (i) the request includes a statement from the agent that the agent has obtained a written authority from the **consumer** in the form and containing the information required by Schedule 11.6 (being an authority that remains in force at the date the request is made); or
 - (ii) the agent separately provides a written authority in the form and containing the information required by Schedule 11.6 or a copy of such a written authority (being an authority that remains in force at the date the request is made); and
- (b) the request is made through the **EIEP Transfer Hub**.
- (2) If this clause applies:
 - (a) the **retailer** must use all reasonable endeavours to take the steps in clauses 11.32EA(1)(a) and 11.32EA(2), as applicable, within 2 business days of the later of:
 - (i) receiving the request; or
 - (ii) receiving a copy of a written authority under subparagraph (1)(a)(ii); and
 - (b) where clause 11.32EA(3) applies, the **retailer** must use all reasonable endeavours, within 2 business days of receiving further information from the agent, to take the steps in clause 11.32EA(3)(a).
- (3) Where clause 11.32EA(2) applies, the request may include a request that the agent provide a copy of the written authority referred to in subclause (1)(a), if not provided with the request.
- (4) If a request is made through the **EIEP Transfer Hub**, but the **retailer** believes on reasonable grounds that the request does not meet the requirements of any **EIEP**, subclauses (2) and (3) do not apply but, for the avoidance of doubt, the **Retailer** must still comply with clauses 11.32B, 11.32EB and 11.32EC.

11.32EE Requirements for written authorities under Schedule 11.6

- (1) Each written authority, for the purposes of clause 11.32ED, must include or be accompanied by:
 - (a) if the **consumer** is an individual (being a natural person), an **electronic signature** or physical signature of the **consumer** or of a person on behalf of the **consumer** (in which case, evidence of that person's authority to sign on behalf of the **consumer** is required) or other evidence that the consumer has approved the authority; or
 - (b) if the consumer is not an individual (not being a natural person), an electronic signature or physical signature of an authorised representative of the **consumer** or other evidence that the **consumer** has approved the authority.
- (2) Each **electronic signature**, for the purposes of subclause (1), must meet the requirements of sections 226 and 228 of the Contract and Commercial Law Act 2017.

11.32EF Revocation of authority

- (1) If a **retailer** receives notification from a **consumer** that the **consumer** has revoked an authority, the **retailer** must notify the agent within 2 **business days** that the authority is revoked.
- (2) If an agent that is a **participant** receives notification from a **consumer** that the **consumer** has revoked the agent's authority, the agent must notify the **retailer** within 2 **business days** that the authority is revoked.

3. To insert the following new schedule after Schedule 11.5:

Schedule 11.6

Forms for authorisation of an Agent to request consumption information

1. Form for authorisation by an individual (being a natural person)

Consumer: [Consumer full name]

Property: [property address]

Current customer number: [customer number]

Installation Control Points (ICP(s)) Identifier(s): [List if known and relevant]

Current Retailer: [name of current retailer]

Agent: [full name of Agent and contact details]

Period of authority: [enter period of authorisation to Agent]

I (being the Consumer named above) [confirm that I own or reside at the Property identified above or otherwise am responsible for the consumption of electricity at that Property.

I confirm that I am a customer of the Current Retailer identified above in relation to the Property and (if relevant) the ICP(s) identified above.

I authorise:

the Agent identified above to request, receive and hold information on my behalf about electricity consumption for the Property) or the ICPs; and

the current Retailer to transfer information on my behalf about electricity consumption for the Property or ICP(s) to the Agent.

[Signature/electronic signature of Consumer or of a person on behalf of the Consumer (in which case, evidence of that person's authority to sign on behalf of the Consumer is required) or other evidence of Consumer's agreement]

2. Form for authorisation by a non-individual (not being a natural person)

Consumer: [Consumer full name]

Authorised Representative of Consumer: [Full name and title/position with Consumer]

Property: [property address]

Current customer number: [customer number]

Installation Control Points (ICP(s)) Identifier(s): [List if known and relevant]

Current Retailer: [name of current retailer]

Agent: [full name of Agent and contact details]

Period of authority: [enter period of authorisation to Agent]

The Consumer identified above owns or occupies the Property identified above or otherwise is responsible for the consumption of electricity at the Property.

The Consumer is a customer of the Current Retailer identified above in relation to the Property and, if relevant, the ICP(s) identified above.

The Consumer authorises:

- (a) the Agent identified above to request, receive and hold information on the Consumer's behalf about electricity consumption for the Property or the ICP(s); and

the Current Retailer to transfer information on the Consumer's behalf about electricity consumption for the Property or ICP(s) to the Agent.

In signing this form as the Authorised Representative of the Consumer, I warrant that I am authorised to sign this form and agree to the matters above on behalf of the Consumer.

[Signature/electronic signature of Authorised Representative]

4. To insert the following new definitions in clause 1(1) of the Code, in alphabetical order:

electronic signature has the meaning given to it in section 209 of the Contract and Commercial Law Act 2017.

EIEP transfer hub means the web portal operated by the **Authority** that is used to request and transfer, using the EIEPs, **consumption information** of a **consumer** from a **retailer**.

Q4. Do you have any comments on the drafting of the proposed amendment?
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Appendix B Revised EIEPs 13C, 13A and 13B

EIEP 13C: Request file for EIEP 13A and EIEP 13B

Title:	EIEP 13C: Request file for EIEP 13A and EIEP 13B
Version:	1.0
Application:	This protocol allows a <u>consumer to request consumption information or a consumer's authorised agent to request for consumption information on behalf of the consumer (a Requester).</u> The response sent by the retailer will be formatted in accordance with EIEP 13A or EIEP 13B and transmitted electronically.
Participants:	Retailers, <u>Distributors. Could be an agent on behalf of a consumer or the recipient of a request.</u>
Non-participants:	Authorised consumer agents <u>who are not participants</u>
Code reference:	Clause 11.32A – 11.32F (effective from 1 February 2016)
Dependencies:	The Code and procedures document also contains requirements relevant to the information to be provided in files that are created in accordance with this format specification.

Description of when this protocol applies

This protocol allows a ~~consumer's authorised agent to request~~ for consumption information ~~on behalf of the consumer.~~ The response sent by the retailer will be formatted in accordance with EIEP 13A or EIEP 13B and transmitted electronically via the EIEP Hub.

Business requirements

1. The relevant Code provisions are set out in clauses 11.32A – 11.32F. The format in which information must be given to consumers (clause 11.32F(2)(b)) is the format specified in this document.
2. Information provided in the file must be consistent with the terminology used in the Glossary of Standard Terms published by the Authority.
3. A request for consumption information in this format must be submitted via the EIEP transfer hub. Requests in other formats may be submitted directly to retailers.
- 3.—
4. The file must be named in accordance with the registry functional specification EI-030.

General requirements

General requirements
<ol style="list-style-type: none"> 1. If there are any conflicts between this document and the Code, the Code will take precedence. 2. For clarity, it is the responsibility of retailers and the consumer's authorised agents Requesters to: <ol style="list-style-type: none"> (a) comply with the Privacy Act (b) maintain business confidentiality when exchanging consumer details (c) ensure that agent arrangements are recorded. 3. The receipt of a valid EIEP 13C request from an authorised agent should trigger the release of an EIEP 13A or EIEP 13B formatted file in response.

Data inputs
Electronic request form

Event data	Format	Retailer to Consumer: Mandatory/ Optional/Conditional	Validation rules
<i>Header record type</i>	Char 3	M	HDR – indicates the row is a header record type
<i>File type</i>	Char 7	M	Must be REQCONS.
<i>Sender</i>	Char 20	M	Name of sending party. Authority-approved participant and non-participant identifiers must be used.
<i>Recipient Participant identifier</i>	Char 4	M	Valid recipient participant identifier of the retailer the request is made to.
<i>Report run date</i>	DD/MM/YYYY	M	Date the report is run
<i>Unique request identifier</i>	Char 15	M	Number that uniquely identifies the file
<i>Number of detail records</i>	Num 8	M	Total number of DET records in report

Event data	Format	Consumer or consumers agent to retailer: Mandatory/ Optional/ Conditional	Validation rules
<i>Detail record type</i>	Char 3	M	DET – indicates the row is a detail record of consumption information.

Event data	Format	Consumer or consumers agent to retailer: Mandatory/ Optional/ Conditional	Validation rules
<i>EIEP format requested</i>	Char 7	M	Must be either "EIEP13A" or "EIEP13B" depending on agent's <u>Requester's</u> requirements. If both are required for a single customer <u>consumer</u> , two DET rows must be included.
EIEP delivery method	Char 7	M	<ul style="list-style-type: none"> EIEP13A and/or EIEP 13B can be delivered via either email or the registry data hub "EMAIL" indicates a valid email address must be provided "DATAH" indicates that a valid participant or non-participant identifier must be provided that has access to the registry data hub
<i>Consumer Authorisation code</i>	Char 20	C	<p>A unique character code that links the consumer's authorisation of the data to the data file if an authorisation code has been previously agreed with the retailer</p> <p>Mandatory where a code has been agreed otherwise BLANK</p>
<i><u>Authority expiry date</u></i>	<u>DD/MM/YYYY</u>	<u>M</u>	<u>The end date of the aAuthority of the Requester (if an agent). Can be no more than 24 months from the request date.</u>
<i><u>Statement of written authority</u></i>	<u>Char 3</u>	<u>M</u>	<p>Has <u>The Requester has obtained a written authority from the Consumer in the form and containing the information required by Schedule 11.6 of the Code, being an authority that remains in force at the date the request is made.</u></p> <p><u>Must be either "Yes" or "No"</u></p>
<i>Consumer no</i>	Char 15	M	<p>Trader's consumer number. Defined as the retailer's unique ID that links the premises and the customer <u>consumer</u>. If not available then use null.</p>
<i>Customer name</i>	Char 100	M	<p>Legal name or the name of the customer <u>consumer</u> that is shown on the customers <u>consumer's</u> invoice. Must be the responsible person recorded by the retailer against the ICP for a period within the last 2 years</p> <p>Multiple names to be concatenated into one field</p>

Event data	Format	Consumer or consumers agent to retailer: Mandatory/ Optional/ Conditional	Validation rules
<i>ICP identifier</i>	Char 15	M	ICP identifier means a unique identifier for an ICP created by a distributor in accordance with clause 1 of Schedule 11.1
Email address	Char 50	M	Mandatory if "EMAIL" entered in EIEP delivery method otherwise BLANK.
<i>Install address unit</i>	Char 25	M	Sub dwelling number; Level of sub dwelling that is shown on the customers invoice. Can be BLANK.
<i>Install address number</i>	Char 6	M	Number issued by government agency or local government authority that identifies a point or location on a street for postal purposes that is shown on the customers <u>consumer's</u> invoice. Can be BLANK.
<i>Install address street</i>	Char 30	M	Official road name issued by government agency or local government authority that is shown on the customers invoice. Can be BLANK.
<i>Install address suburb</i>	Char 30	M	A bounded locality within a city, town or shire principally of urban character that is shown on the customers invoice. Can be BLANK.
<i>Install address PO Box/RD</i>	Char 30	M	Number assigned a postal delivery box or rural delivery number that is shown on the customers <u>consumer's</u> invoice. Can be BLANK.
<i>Install address town</i>	Char 30	M	An officially recognised and named population centre, defined within a geographic boundary that is shown on the customers <u>consumer's</u> invoice. Can be BLANK.
<i>Install address postcode</i>	Char 30	M	The post code assigned by NZ post (zip code if outside NZ) that is shown on the customers <u>consumer's</u> invoice. Can be BLANK.
<i>Install address country</i>	Char 30	M	The country for postal information that is shown on the customers <u>consumer's</u> invoice. Can be BLANK.

Protocol specifications
1 The information must be provided as a comma-delimited text file (CSV). Commas are therefore

Protocol specifications	
	prohibited within fields.
2	Each formatted file must consist of one or more records, with each record being a single line of text as defined in this format specification document. Records must be delimited with one of the following: <ul style="list-style-type: none"> (a) a carriage return character and a line feed character combination (ASCII characters 13 and 10) commonly used in the Microsoft Windows operating system (b) a line feed character (ASCII character 10) commonly used in the Unix operating system, or (c) a carriage return character (ASCII character 13) commonly used in the Apple OS X operating system.
3	Data fields within files must be defined using the attributes in the table following these specifications.
4	Matching of file names, code list values, etc, must be case insensitive.
5	Any number of ICPs, register content codes and date range may be included in a single file.
6	Each data file must contain only one header line.
7	The first record of a file must contain "Header" information followed by zero or more detail lines.
8	File naming process shall be in accordance with the registry functional specification EI-030

Data outputs	
1.	File delivered electronically to a retailer from a consumer or the consumer's agent

1 Table of codes used in EIEP 13C

1.1 Table 1 List of attributes to define data fields used in EIEP 13C

Logical format	Data type	Rules	Example
INT (n)	Integer	<p>ASCII representation of an integer number (ie no decimals), no leading zeros, no spaces, a leading "-" if negative (no sign if positive), with 1 to n digits.</p> <p>Numbers only: ASCII characters 48 to 57, and 45 where applicable.</p>	<p>INT (4)</p> <p>12</p> <p>-1234</p>

Logical format	Data type	Rules	Example
NUM (n.d)	Decimal	<p>ASCII representation of a decimal number (ie a rational number), no spaces, a leading “-” if negative (no sign if positive), with up n digits including up to (n minus d) digits to the left of the decimal place, and up to d digits to the right of the decimal place.</p> <p>For integers, the decimal point is not required.</p> <p>A decimal point on its own must not be used to represent zero (use “0”)</p> <p>Trailing zeros are optional.</p> <p>No leading zeros other than when the number starts with “0.”</p> <p>Numbers only: ASCII characters 48 to 57, and 45/46 where applicable.</p>	<p>NUM (6.2)</p> <p>123.45</p> <p>1234.0</p> <p>-12.32</p> <p>NUM (6.3)</p> <p>-0.123</p> <p>23.987</p> <p>987.000</p> <p>8</p>
CHAR (n)	Text	<p>Up to n characters (ASCII characters 32 to 43 and 45 to 126 only).</p> <p>As commas (ASCII character 44) are used as field separators, they must not be used within the field data (it is recommended that any commas found in source data be changed to a semi-colon (ASCII character 59) when files are created.</p> <p>Fields must not contain any leading or trailing spaces.</p>	The quick brown fox
DATE	Date	<p>ASCII format DD/MM/YYYY</p> <p>Year represented as:</p> <p>— YYYY for century and year</p> <p>Month represented as:</p> <p>— MM to display leading zero</p> <p>Day represented as</p> <p>— DD to display leading zero</p> <p>ASCII format for separator {forward slash (47)}</p>	16/02/2005
BLANK		Field contains no data (appears as two sequential commas (,,) in the file)	,”

1.2 Table 2 ASCII character set for use within fields of EIEP 13C

Character	ASCII
32	Space
33	!
34	"
35	#
36	\$
37	%
38	&
39	'
40	(
41)
42	*
43	+
45	-
46	.
47	/
48	0
49	1
50	2
51	3
52	4
53	5
54	6
55	7
56	8
57	9
58	:
59	;
60	<
61	=
62	>
63	?

Character	ASCII
64	@
65	A
66	B
67	C
68	D
69	E
70	F
71	G
72	H
73	I
74	J
75	K
76	L
77	M
78	N
79	O
80	P
81	Q
82	R
83	S
84	T
85	U
86	V
87	W
88	X
89	Y
90	Z
91	[
92	\
93]
94	^
95	_
96	`

Character	ASCII
97	a
98	b
99	c
100	d
101	e
102	f
103	g
104	h
105	i
106	j
107	k
108	l
109	m
110	n
111	o
112	p
113	q
114	r
115	s
116	t
117	u
118	v
119	w
120	x
121	y
122	z
123	{
124	
125	}
126	~

Glossary of abbreviations and terms

Act	Electricity Industry Act 2010
Authority	Electricity Authority
Consumer	means a person who is supplied electricity for consumption, and includes a distributor, a retailer or a generator if the distributor, or the retailer or the generator is supplied with electricity for its own consumption
CSV	Comma separated values
EIEP	Electricity Information Exchange Protocol
ICP	Installation Control Point
kWh	Kilowatt hour
<u>Requester</u>	<u>The cConsumer of authorised agent of a consumer making a request for consumption information of the Cconsumer</u>

EIEP 13A: Electricity conveyed information for consumers (half hour and non-half hour detailed)

Title:	EIEP 13A: Electricity conveyed information for consumers (half hour and non-half hour detailed)
Version:	1.2
Application:	This protocol must be used by retailers to provide electricity consumption information electronically to a consumer or to a consumer's authorised agent if a request is made in accordance with clause 11.32B of the Code.
Participants:	Retailers
Non-participants:	Consumers and authorised consumers' agents
Code reference:	Clauses 11.32A – 11.32F (effective from 1 February 2016)
Dependencies:	The Code and procedures document also contains requirements relevant to the information to be provided in files that are created in accordance with this format specification.

Description of when this protocol applies
<p>This protocol applies when a consumer or a consumer's authorised agent requests detailed consumption information.</p> <p>On request from a consumer or a consumer's authorised agent, a data file formatted in accordance with this EIEP 13A must be forwarded by the retailer to the consumer, or the consumer's authorised agent, to provide consumption information as required by clauses 11.32A – 11.32F of the Code.</p>

Business requirements
<ol style="list-style-type: none"> 1 Retailer's must give consumption information to consumers (clause 11.32F(2)(b)) in the format specified in this document. 2 If a request for EIEP 13A is received from a consumer's authorised agent via the EIEP transfer hub, the response <u>will-must</u> be sent via the EIEP transfer hub. However nothing prevents an agent requesting EIEP 13A via a valid email address and receiving a response to that valid email address. 3 Electricity conveyed is to be expressed as compensation-corrected volumes relevant to a date and time period that is defined by a start date/time value and an end date/time value. 4 The time period used in an EIEP 13A must be the most detailed consumption information that the retailer holds in its systems. For example, if a retailer holds half hourly information for publication on the web and non-half hourly information in its billing system, then the retailer should provide an EIEP 13A using half hour time periods. Retailers most frequently hold

Business requirements

- consumption information in (a) monthly and (b) half hourly time periods.
- 5 Any read period comprising date and time can be accommodated using this format, whether monthly, weekly, daily, hourly, half hourly or sub half hourly:
- 5.1 If the interval of a consumption record is less than one whole day, the Time part of the DateTime formatted value must reflect the appropriate hours, minutes and seconds of the record (eg a half hour trading period record could have a start date/time of "01/03/2016 00:30:01" and an end date/time of "01/03/2016 01:00:00"). For clarity, the last period of that day can be shown as a start datetime of 01/03/2016 11:30:01" and an end date/time of either "02/03/2016 00:00:00" or "01/03/2016 24:00:00").
- 5.2 If the interval of a record is equal to or longer than one whole day, the Time part of the DateTime format is to be coded as 00:00:01 (eg a consumption record for the period 1 May 2016 to 5 June 2016 (inclusive) would have a start date/time of "01/05/2016 00:00:01" and an end date/time of either "06/06/2016 00:00:00" or "05/06/2016 24:00:00").
- 6 A retailer must only use codes that are:
- (a) stipulated in this document; or
 - (b) approved and published by the Authority; or
 - (c) determined in the registry and reconciliation functional specifications.
- 7 Information provided in the file must be consistent with the terminology used in the Glossary of Standard Terms published by the Authority.
- 8 The file must contain all mandatory information. Failure to provide the required information will result in the file being deemed as incomplete.
- 9 Information must be provided in accordance with the following status codes unless otherwise specified:
- O Optional
 - M Mandatory where applicable
 - C Conditional - Mandatory if available and required by recipient, otherwise optional.
- 10 The consumption information to be provided in an EIEP 13A formatted file is the energy volume imported or exported at a meter register on the requested ICP within a specified time period, after any 'multiplier' or compensation factor has been applied to the meter read, in units of:
- (a) kilowatt hours (kWh) for active energy; and
 - (b) kilovolt ampere reactive hours (kVARh) for reactive energy.
- 11 Unmetered load is to be calculated as the volume of unmetered electricity applicable for the period between invoicing dates.
- 12 The amount of historical consumption information to be provided by the retailer in response to a consumer request is specified in clause 11.32A of the Code.
- 13 If reactive energy volumes are held by the retailer, they must be provided if the consumer (or their agent) specifically requests this.
- 14 If the retailer becomes aware of a format error in a transmitted file, or the file is incomplete or otherwise inaccurate, the retailer must advise the consumer as soon as practicable after becoming aware of the issue. This obligation is contained in clause 11.2 of the Code.
- 15 If previously transmitted information is to be corrected, the retailer must provide a complete replacement file.
- 16 The file must be named in accordance with the registry functional specification EI-030.
- 17 All DateTime formatted data must specify NZDT (New Zealand Daylight Savings time)

Business requirements
values, adjusted in accordance with clause 15.36 of the Code.

General requirements
<ol style="list-style-type: none"> 1. If there are any conflicts between this document and the Code, the Code will take precedence. 2. For clarity, it is the responsibility of retailers to: <ol style="list-style-type: none"> (a) comply with the Privacy Act (b) maintain business confidentiality when exchanging consumer details (c) ensure that agent arrangements are recorded.

Data inputs
Information from a retailer's back office system.

Event data	Format	Retailer to Consumer: Mandatory/ Optional/Conditional	Validation rules
<i>Header record type</i>	Char 3	M	HDR – indicates the row is a header record type
<i>File type</i>	Char 7	M	Must be ICPCONS.
<i>Version of EIEP</i>	Num 3.1	M	Version of EIEP that is being used for this file.
<i>Sender</i>	Char 20	M	Name of sending party. Authority-approved participant and non-participant identifiers must be used where allocated.
<i>Sent on behalf of</i>	Char 4	M	Participant identifier of party on whose behalf consumption information is provided.
<i>Recipient Participant identifier</i>	Char 4	M	Valid recipient participant or non-participant identifier. In the case of a a) consumer this should be CUST b) consumer's agent should be the Authority approved non-participant identifier
<i>Report run date</i>	DD/MM/YYYY	M	Date the report is run
<i>Unique request identifier</i>	Char 15	M	If the unique request identifier is provided in the requesting EIEP 13C it must be provided in EIEP 13A, otherwise BLANK.
<i>Number of detail records</i>	Num 8	M	Total number of DET records in report
<i>Report period start date</i>	DD/MM/YYYY	M	Report run start date (inclusive)
<i>Report period end date</i>	DD/MM/YYYY	M	Report run end date (inclusive)

Event data	Format	Retailer to Consumer: Mandatory/ Optional/ Conditional	Validation rules
<i>Detail record type</i>	Char 3	M	DET – indicates the row is a detail record of consumption information.
<i>Consumer Authorisation code</i>	Char 20	C	A unique number that links the data response to the request. Mandatory if the corresponding request was made with EIEP 13C, otherwise BLANK
<i>ICP identifier</i>	Char 15	M	ICP identifier means a unique identifier for an ICP created by a distributor in accordance with clause 1 of Schedule 11.1
<i>Response code</i>	Char 3	M	<p>Indicates that the request for the specific ICP identifier is either accepted or rejected. The following codes must be used:</p> <p>000 – Request accepted, data follows</p> <p>001 – Request rejected, no ICP or address or customer match</p> <p>002 – Request rejected, no ICP record</p> <p>003 – Request rejected, no customer record</p> <p>004 – Request rejected, no agent authority</p> <p>If Response code is 000, all of the following fields are required per the field specifications</p> <p>If Response code is 001, 002, 003 or 004, all of the following values in the DET row are to be set to NULL.</p>
<i>NZDT adjustment</i>	Char 4	C	Refer to clause 15.36 of Part 15 of the Code. If information is NZDT adjusted, the field may be left BLANK, otherwise if it is not adjusted, 'NZST' must be used.
<i>Metering component serial number</i>	Char 30	C	<p>Mandatory for a metering component. Identifies the metering component for installations that have multiple metering components.</p> <p>For unmetered load "UNM" must be used</p>

Event data	Format	Retailer to Consumer: Mandatory/ Optional/ Conditional	Validation rules
<i>Energy Flow direction</i>	Char 1	M	An identifier of whether the channel records the import (injection from the ICP into the Network) ("I"), or the export (extraction from the Network to the ICP) ("X").
<i>Register content code</i>	Char 6	M	Identifies the register content code that information is provided for. Refer to SD-020 of the registry functional specification for a list of register content codes
<i>Period of availability</i>	Char 6	M	Identifies the period of availability that applies to the register content code
<i>Read period start date and time</i>	DD/MM/YYYY HH:MM:SS	M	Date and time of start of read period.
<i>Read period end date and time</i>	DD/MM/YYYY HH:MM:SS	M	Date and time of end of read period
<i>Read status</i>	Char 2	M	RD = actual ES = estimated
<i>Unit quantity active energy volume</i>	Num 12.2	M	Volume information for injection or extraction in kWh
<i>Unit quantity reactive energy volume</i>	Num 12.2	C	Volume information for extraction in kVArh. Mandatory if requested and the information is available to the retailer, otherwise optional. BLANK if information is not provided

Protocol specifications
<ol style="list-style-type: none"> 1. The information is to be provided as a comma delimited text file (CSV). Commas are therefore prohibited within fields. 2. Each formatted file must consist of one or more records, with each record being a single line of text as defined in this format specification document. Records must be delimited with one of the following: <ol style="list-style-type: none"> (i) a carriage return character and a line feed character combination (ASCII characters 13 and 10) commonly used in the Microsoft Windows operating system (ii) a line feed character (ASCII character 10) commonly used in the Unix operating system, or (iii) a carriage return character (ASCII character 13) commonly used in the Apple OS X

Protocol specifications
<p>operating system.</p> <ol style="list-style-type: none"> 3. Data fields within files must be defined using the attributes in the table following these specifications. 4. Matching of file names, code list values, etc, must be case insensitive. 5. Any number of ICPs, register content codes and date range may be included in a single file. 6. Each data file must contain only one header line. 7. The first record of a file must contain "Header" information followed by zero or more detail lines. 8. File naming process shall be in accordance with the registry functional specification EI-030

Data outputs
<ol style="list-style-type: none"> 1. File delivered electronically to a consumer or to the consumer's agent

1 Table of codes used in EIEP 13A

1.1 Table 1 List of attributes to define data fields used in EIEP 13A

Logical format	Data type	Rules	Example
INT (n)	Integer	<p>ASCII representation of an integer number (ie no decimals), no leading zeros, no spaces, a leading "-" if negative (no sign if positive), with 1 to n digits.</p> <p>Numbers only: ASCII characters 48 to 57, and 45 where applicable.</p>	<p>INT (4)</p> <p>12</p> <p>-1234</p>
NUM (n.d)	Decimal	<p>ASCII representation of a decimal number (ie a rational number), no spaces, a leading "-" if negative (no sign if positive), with up n digits including up to (n minus d) digits to the left of the decimal place, and up to d digits to the right of the decimal place.</p> <p>For integers, the decimal point is not required.</p> <p>A decimal point on its own must not be used to represent zero (use "0")</p> <p>Trailing zeros are optional.</p> <p>No leading zeros other than when the number starts with "0."</p> <p>Numbers only: ASCII characters 48 to 57, and 45/46 where applicable.</p>	<p>NUM (6.2)</p> <p>123.45</p> <p>1234.0</p> <p>-12.32</p> <p>NUM (6.3)</p> <p>-0.123</p> <p>23.987</p> <p>987.000</p> <p>8</p>

Logical format	Data type	Rules	Example
CHAR (n)	Text	<p>Up to n characters (ASCII characters 32 to 43 and 45 to 126 only).</p> <p>As commas (ASCII character 44) are used as field separators, they must not be used within the field data (it is recommended that any commas found in source data be changed to a semi-colon (ASCII character 59) when files are created).</p> <p>Fields must not contain any leading or trailing spaces.</p>	The quick brown fox
DATE	Date	<p>ASCII format DD/MM/YYYY with:</p> <p>Year represented as:</p> <p>— YYYY for century and year</p> <p>Month represented as:</p> <p>— MM to display leading zero</p> <p>Day represented as</p> <p>— DD to display leading zero</p> <p>ASCII format for separator {forward slash (47)}</p>	16/02/2005
DATETIME	DateTime	<p>ASCII format DD/MM/YYYY HH:MM:SS</p> <p>Year represented as:</p> <p>— YYYY for century and year</p> <p>Month represented as:</p> <p>— MM to display leading zero</p> <p>Day represented as</p> <p>— DD to display leading zero</p> <p>Hour represented as</p> <p>— HH to display leading zero</p> <p>Minute represented as</p> <p>— MM to display leading zero</p> <p>Second represented as</p> <p>— SS to display leading zero</p> <p>ASCII format for separators {forward slash (47), colon (58), space (32)}</p>	<p>09/03/2015 09:00</p> <p>(note the ASCII 'space' separator between YYYY and HH)</p>

Logical format	Data type	Rules	Example
BLANK		Field contains no data (appears in the file as two sequential commas (,))	,,

1.2 Table 2 ASCII character set for use within fields of EIEP 13A

Character	ASCII
32	Space
33	!
34	"
35	#
36	\$
37	%
38	&
39	'
40	(
41)
42	*
43	+
45	-
46	.
47	/
48	0
49	1
50	2
51	3
52	4
53	5
54	6
55	7
56	8
57	9
58	:
59	;
60	<
61	=
62	>
63	?

Character	ASCII
64	@
65	A
66	B
67	C
68	D
69	E
70	F
71	G
72	H
73	I
74	J
75	K
76	L
77	M
78	N
79	O
80	P
81	Q
82	R
83	S
84	T
85	U
86	V
87	W
88	X
89	Y
90	Z
91	[
92	\
93]
94	^
95	_
96	`

Character	ASCII
97	a
98	b
99	c
100	d
101	e
102	f
103	g
104	h
105	i
106	j
107	k
108	l
109	m
110	n
111	o
112	p
113	q
114	r
115	s
116	t
117	u
118	v
119	w
120	x
121	y
122	z
123	{
124	
125	}
126	~

Note: ASCII control characters 00 – 31 are not to be used within fields.

Glossary of abbreviations and terms

Act	Electricity Industry Act 2010
AMI	Advanced metering infrastructure
Authority	Electricity Authority
Consumer	means a person who is supplied electricity for consumption, and includes a distributor, a retailer or a generator if the distributor, or the retailer or the generator is supplied with electricity for its own consumption
CSV	Comma separated values
EIEP	Electricity Information Exchange Protocol
FTP	File Transfer Protocol
ICP	Installation Control Point
kWh	Kilowatt hour
Registry	National database that contains information on every point of connection on a network to or from a site for which electricity is supplied or generated.

EIEP 13B: Summary consumption information

Title:	EIEP 13B: Summary consumption information
Version:	1.4
Application:	This protocol specifies how retailers (or their appointed agents) must provide summary consumption information
Participants:	Retailers
Users:	Consumers and authorised consumers' agents
Code reference:	Clause 11.32A – 11.32F (effective from 1 February 2016)
Dependencies:	The Code and the procedures document also contain requirements relevant to the information to be provided in files that are created in accordance with this format specification.

When this protocol applies
<p>This protocol applies when a consumer or a consumer's authorised agent requests summary consumption information.</p> <p>If a retailer receives a request for consumption data from a consumer or a consumer's authorised agent, the retailer must send the consumption information in a data file formatted in accordance with this EIEP 13B. Refer clauses 11.32A – 11.32F of the Code.</p>

Business requirements
<ol style="list-style-type: none"> 1. Retailers must give consumption information to consumers (clause 11.32F(2)(b)) in the format specified in this document. 2. Consumers may choose whether to receive an output file as a CSV-formatted electronic file by email, or as printed output in a table format or similar by post. 3. If a request for EIEP 13B is received from a consumer's authorised agent via the EIEP transfer hub, the response <u>will must</u> be sent via the EIEP transfer hub. However nothing prevents an agent requesting EIEP 13B via a valid email address and receiving a response to that valid email address. 4. Electricity conveyed must be expressed as compensation-corrected volumes for a date and time period that is defined by a start date/time value and an end date/time value. 5. The time period used for EIEP 13B formatted information must match the billed consumption information that the retailer has supplied to the consumer. 6. Any read period comprising date and time can be accommodated using this format, whether monthly, weekly, daily, or certain parts of a day: <ol style="list-style-type: none"> (a) If the interval of a consumption record is less than one whole day, the Time part of the

Business requirements
<p>DateTime formatted value must reflect the appropriate hours, minutes and seconds of the record (eg a half hour trading period record could have a start date/time of "01/03/2016 00:30:01" and an end date/time of "01/03/2016 01:00:00").</p> <p>(b) If the interval of a consumption record is equal to or longer than one whole day, the Time part of the DateTime format is to be coded as 00:00:01 (eg a consumption record for the period 1 May 2016 to 5 June 2016 (inclusive) would have a start date/time of "01/05/2016 00:00:01" and an end date/time of "06/06/2016 00:00:00" or "05/06/2016 24:00:00").</p> <p>7. A retailer must only use codes that are:</p> <ul style="list-style-type: none"> (i) stipulated in this document; or (ii) approved and published by the Authority; or (iii) specified in the registry and reconciliation functional specifications. <p>8. Language used in the file must be consistent with the terminology used in the Glossary of Standard Terms published by the Authority.</p> <p>9. The file must contain all mandatory information. Failure to provide the required information will result in the file being deemed as incomplete.</p> <p>10. Information must be provided using with the following status codes:</p> <ul style="list-style-type: none"> O Optional M Mandatory where applicable C Conditional - Mandatory if available and required by recipient, otherwise optional. <p>11. The consumption information to be provided in an EIEP 13B formatted file is the energy volume imported or exported at a meter register on the requested ICP within a specified time period, after any 'multiplier' or compensation factor has been applied., in units of</p> <ul style="list-style-type: none"> (i) kilowatt hours (kWh) for active energy; and (ii) kilovolt ampere reactive hours (kVARh) for reactive energy <p>12. Unmetered load is to be calculated as the volume of unmetered electricity applicable for the period between invoicing dates.</p> <p>13. The amount of historical consumption information to be provided by the retailer in response to a consumer request is specified in clause 11.32A of the Code.</p> <p>14. If the retailer holds reactive energy volumes, the retailer must provide them if the consumer (or their agent) specifically requests this.</p> <p>15. If the retailer becomes aware of a format error in a transmitted file, or the file is incomplete or otherwise inaccurate, the retailer must advise the consumer as soon as practicable after becoming aware of the issue. This obligation is contained in clause 11.2 of the Code.</p> <p>16. Where previously transmitted information is to be corrected, the retailer must provide a complete replacement file.</p> <p>17. The file must be named in accordance with the registry functional specification EI-030.</p> <p>18. All DateTime formatted data must specify NZDT (New Zealand Daylight Savings time) values, adjusted in accordance with clause 15.36 of the Code.</p>
General requirements
<p>1. If there are any conflicts between this document and the Code, the Code will take precedence.</p> <p>2. For clarity, it is the responsibility of retailers to:</p> <ul style="list-style-type: none"> (a) comply with the Privacy Act (b) maintain business confidentiality when exchanging consumer details

Business requirements
(c) ensure that agent arrangements are recorded.

Data inputs
Information from a retailer's information system.

Event data	Format	Retailer to Consumer: Mandatory/ Optional/Conditional	Validation rules
<i>Header record type</i>	Char 3	M	HDR – indicates the row is a header record type
<i>File type</i>	Char 7	M	Must be ICPSUMM.
<i>Sender</i>	Char 20	M	Name of sending party. Authority-approved participant and non-participant identifiers must be used.
<i>Recipient Participant identifier</i>	Char 4	M	Valid recipient non-participant identifier. In the case of a a) consumer this should be CUST b) consumers agent should be the Authority-approved non-participant identifier
<i>Report run date</i>	DD/MM/YYYY	M	Date the report is run
<i>Unique request identifier</i>	Char 15	M	If the unique request identifier is provided in the requesting EIEP 13C it must be provided in EIEP 13B, otherwise BLANK
<i>Response code</i>	Char 3	M	Indicates that the request for the specific ICP identifier is either accepted or rejected. The following codes must be used: 000 – Request accepted, data follows 001 – Request rejected, no ICP or address or customer match 002 – Request rejected, no ICP record 003 – Request rejected, no customer record 004 – Request rejected, no agent authority If Response code is 000, all of the following fields are required per the field specifications If Response code is 001, 002, 003 or 004, the following DET records only require the ICP to be populated.
<i>Number of detail records</i>	Num 8	M	Total number of DET records in report

Event data	Format	Retailer to Consumer: Mandatory/ Optional/Conditional	Validation rules
<i>Report period start date</i>	DD/MM/YYYY	M	Report run start date (inclusive)
<i>Report period end date</i>	DD/MM/YYYY	M	Report run end date (inclusive)
<i>NZDT adjustment</i>	Char 4	C	Refer to clause 15.36 of Part 15 of the Code. If information is NZDT adjusted, the field may be left BLANK, otherwise if it is not adjusted, NZST must be used

Event data	Format	Retailer to Consumer: Mandatory/ Optional/Conditional	Validation rules
<i>Title column 1</i>	Char 3	M	DES – indicates the row is field descriptions, to align with columns in detail records
<i>Title column 2</i>	Char 30	M	Must be “ICP identifier”
<i>Title column 3</i>	Char 30	M	Must be “Metering component serial number”
<i>Title column 4</i>	Char 30	M	Must be “Energy flow direction”
<i>Title column 5</i>	Char 30	M	Must be “Register content code”
<i>Title column 6</i>	Char 30	M	Must be “Period of availability”
<i>Title column 7</i>	Char 30	M	Must be “Read period start date and time”
<i>Title column 8</i>	Char 30	M	Must be “Read period end date and time”
<i>Title column 9</i>	Char 30	M	Must be “Read status”
<i>Title column 10</i>	Char 30	M	Must be “Tariff name”
<i>Title column 11</i>	Char 30	M	Must be “Active energy kWh”
<i>Title column 12</i>	Char 30	M	Must be “Reactive energy kVArh”

Event data	Format	Retailer to Consumer: Mandatory/ Optional/ Conditional	Validation rules
<i>Detail record type</i>	Char 3	M	DET – indicates the row is a detail record of consumption information.

Event data	Format	Retailer to Consumer: Mandatory/ Optional/ Conditional	Validation rules
<i>ICP identifier</i>	Char 15	M	ICP identifier means a unique identifier for an ICP created by a distributor in accordance with clause 1 of Schedule 11.1
<i>Metering component serial number</i>	Char 30	C	Mandatory for a metering component. Identifies the metering component for installations that have multiple metering components. Includes unmetered load where there is a metering component and unmetered load on the same register content code. For unmetered load "UNM" must be used
<i>Energy flow direction</i>	Char 15	C	An identifier of whether the channel records the import (injection from the ICP into the Network) ("I"), or the export (extraction from the Network to the ICP) ("X"). If "X" format must show words = "Consumption" If "I" format must show words = "Generation" Mandatory unless response code is 001, 002, 003 or 004
<i>Register content code</i>	Char 6	C	Identifies the register content code that information is provided for. Refer to SD-020 of the registry functional specification for a list of register content codes Mandatory unless response code is 001, 002, 003 or 004
<i>Period of availability</i>	Char 6	C	Identifies the period of availability that applies to the register content code Mandatory unless response code is 001, 002, 003 or 004
<i>Read period start date and time</i>	DD/MM/YYYY HH:MM:SS	C	Date and time of start of read period. Mandatory unless response code is 001, 002, 003 or 004
<i>Read period end date and time</i>	DD/MM/YYYY HH:MM:SS	C	Date and time of end of read period Mandatory unless response code is 001, 002, 003 or 004

Event data	Format	Retailer to Consumer: Mandatory/ Optional/ Conditional	Validation rules
<i>Read status</i>	Char 2	C	RD = actual ES = estimated Mandatory unless response code is 001, 002, 003 or 004
<i>Tariff name</i>	Char 50	C	Name of tariff rate, e.g. "Anytime" or "Controlled" etc. To be assigned by the retailer to align with terminology it has used in its price schedule. Mandatory unless response code is 001, 002, 003 or 004
<i>Unit quantity active energy volume</i>	Num 12.2	C	Volume information for injection or extraction in kWh Mandatory unless response code is 001, 002, 003 or 004
<i>Unit quantity reactive energy volume</i>	Num 12.2	C	Volume information for extraction in kVARh. Mandatory if requested and the information is available to the retailer, otherwise optional. BLANK if information is not provided

Protocol specifications
<ol style="list-style-type: none"> 1. The information is to be a comma delimited text file (CSV). Commas are therefore prohibited within fields. 2. Each formatted file must consist of one or more records, with each record being a single line of text as defined in this format specification document. Records must be delimited with one of the following: <ol style="list-style-type: none"> (i) a carriage return character and a line feed character combination (ASCII characters 13 and 10) commonly used in the Microsoft Windows operating system (ii) a line feed character (ASCII character 10) commonly used in the Unix operating system, or (iii) a carriage return character (ASCII character 13) commonly used in the Apple OS X operating system. 3. Data fields within files must be defined using the attributes in the table following these specifications. 4. Matching of file names, code list values, etc., must be case insensitive. 5. Any number of ICPs, register content codes and date ranges may be included in a single file. 6. Each data file must contain only one header line. 7. The first record of a file must contain "Header" information (HDR) followed by one heading description row (DES) followed by zero or more detail rows (DET).

Protocol specifications
8. File naming process must be in accordance with the registry functional specification EI-030

Data outputs
1. File delivered electronically to a consumer or to the consumer's agent

1 Table of codes used in EIEP 13B

1.1 Table 1 List of attributes to define data fields used in EIEP 13B

Logical format	Data type	Rules	Example
INT (n)	Integer	<p>ASCII representation of an integer number (i.e. no decimals), no leading zeros, no spaces, a leading "-" if negative (no sign if positive), with 1 to n digits.</p> <p>Numbers only: ASCII characters 48 to 57, and 45 where applicable.</p>	<p>INT (4)</p> <p>12</p> <p>-1234</p>
NUM (n.d)	Decimal	<p>ASCII representation of a decimal number (ie a rational number), no spaces, a leading "-" if negative (no sign if positive), with up n digits including up to (n minus d) digits to the left of the decimal place, and up to d digits to the right of the decimal place.</p> <p>For integers, the decimal point is not required.</p> <p>A decimal point on its own must not be used to represent zero (use "0")</p> <p>Trailing zeros are optional.</p> <p>No leading zeros other than when the number starts with "0."</p> <p>Numbers only: ASCII characters 48 to 57, and 45/46 where applicable.</p>	<p>NUM (6.2)</p> <p>123.45</p> <p>1234.0</p> <p>-12.32</p> <p>NUM (6.3)</p> <p>-0.123</p> <p>23.987</p> <p>987.000</p> <p>8</p>
CHAR (n)	Text	<p>Up to n characters (ASCII characters 32 to 43 and 45 to 126 only).</p> <p>As commas (ASCII character 44) are used as field separators, they must not be used within the field data (it is recommended that any commas found in source data be changed to a semi-colon (ASCII character 59) when files are created.</p> <p>Fields must not contain any leading or trailing spaces.</p>	The quick brown fox

Logical format	Data type	Rules	Example
DATE	Date	<p>ASCII format DD/MM/YYYY</p> <p>Year represented as:</p> <ul style="list-style-type: none"> — YYYY for century and year <p>Month represented as:</p> <ul style="list-style-type: none"> — MM to display leading zero <p>Day represented as</p> <ul style="list-style-type: none"> — DD to display leading zero <p>ASCII format for separator {forward slash (47)}</p>	16/02/2005
DATETIME	DateTime	<p>ASCII format DD/MM/YYYY HH:MM:SS</p> <p>Year represented as:</p> <ul style="list-style-type: none"> — YYYY for century and year <p>Month represented as:</p> <ul style="list-style-type: none"> — MM to display leading zero <p>Day represented as</p> <ul style="list-style-type: none"> — DD to display leading zero <p>Hour represented as</p> <ul style="list-style-type: none"> — HH to display leading zero <p>Minute represented as</p> <ul style="list-style-type: none"> — MM to display leading zero <p>Second represented as</p> <ul style="list-style-type: none"> — SS to display leading zero <p>ASCII format for separators {forward slash (47), colon (58), space (32)}</p>	<p>16/03/2015 09:30</p> <p>(note the ASCII 'space' separator between YYYY and HH)</p>
BLANK		Field contains no data (appears as two sequential commas (,,) in the file)	,,

1.2 Table 2 ASCII character set for use within fields of EIEP 13B

Character	ASCII
32	Space
33	!
34	"
35	#
36	\$
37	%
38	&
39	'
40	(
41)
42	*
43	+
45	-
46	.
47	/
48	0
49	1
50	2
51	3
52	4
53	5
54	6
55	7
56	8
57	9
58	:
59	;
60	<
61	=
62	>
63	?

Character	ASCII
64	@
65	A
66	B
67	C
68	D
69	E
70	F
71	G
72	H
73	I
74	J
75	K
76	L
77	M
78	N
79	O
80	P
81	Q
82	R
83	S
84	T
85	U
86	V
87	W
88	X
89	Y
90	Z
91	[
92	\
93]
94	^
95	_
96	`

Character	ASCII
97	a
98	b
99	c
100	d
101	e
102	f
103	g
104	h
105	i
106	j
107	k
108	l
109	m
110	n
111	o
112	p
113	q
114	r
115	s
116	t
117	u
118	v
119	w
120	x
121	y
122	z
123	{
124	
125	}
126	~

Glossary of abbreviations and terms

Act	Electricity Industry Act 2010
Authority	Electricity Authority
Code	Electricity Industry Participation Code 2010
Consumer	means a person who is supplied electricity for consumption, and includes a distributor, a retailer or a generator if the distributor, or the retailer or the generator is supplied with electricity for its own consumption
CSV	Comma separated values
EIEP	Electricity Information Exchange Protocol
ICP	Installation Control Point
kVArh	Kilovolt-ampere reactive hour
kWh	Kilowatt hour

Sample of electronic output file viewed as a CSV text file

HDR,ICPSUMM,EANZ,CUST,20/03/2014,Ron001,000,18,20/03/2014,20/03/2015,NZDT

DES,ICP identifier,Metering component serial number,Energy flow direction,Register content code,Period of availability,Read period start date and time,Read period end date and time,Read status,Tariff name,Active energy kWh,Reactive energy kVArh

DET,0000021314CPABC,213515698,Consumption,UN,24,25/03/2014 00:00,20/05/2014 00:00,RD,Anytime,350,35

DET,0000021314CPABC,213515698,Consumption,CN,17,25/03/2014 00:00,20/05/2014 00:00,RD,Controlled,450,45

DET,0000021314CPABC,213515698,Generation,EG,24,25/03/2014 00:00,20/05/2014 00:00,RD,Embedded generation,75,0

DET,0000021314CPABC,213515698,Consumption,UN,24,20/05/2014 00:00,18/07/2014 00:00,RD,Anytime,350,35

DET,0000021314CPABC,213515698,Consumption,CN,17,20/05/2014 00:00,18/07/2014 00:00,RD,Controlled,450,45

DET,0000021314CPABC,213515698,Generation,EG,24,20/05/2014 00:00,18/07/2014 00:00,RD,Embedded generation,75,0

DET,0000021314CPABC,213515698,Consumption,UN,24,18/07/2014 00:00,22/09/2014 00:00,RD,Anytime,350,35

DET,0000021314CPABC,213515698,Consumption,CN,17,18/07/2014 00:00,22/09/2014 00:00,RD,Controlled,450,45

DET,0000021314CPABC,213515698,Generation,EG,24,18/07/2014 00:00,22/09/2014 00:00,RD,Embedded generation,75,0

DET,0000021314CPABC,213515698,Consumption,UN,24,22/09/2014 00:00,25/11/2014 00:00,RD,Anytime,350,35

DET,0000021314CPABC,213515698,Consumption,CN,17,22/09/2014 00:00,25/11/2014 00:00,RD,Controlled,450,45

DET,0000021314CPABC,213515698,Generation,EG,24,22/09/2014 00:00,25/11/2014 00:00,RD,Embedded generation,75,0

DET,0000021314CPABC,213515698,Consumption,UN,24,25/11/2014 00:00,20/01/2015 00:00,RD,Anytime,350,35

DET,0000021314CPABC,213515698,Consumption,CN,17,25/11/2014 00:00,20/01/2015 00:00,RD,Controlled,450,45

DET,0000021314CPABC,213515698,Generation,EG,24,25/11/2014 00:00,20/01/2015 00:00,RD,Embedded generation,75,0

DET,0000021314CPABC,213515698,Consumption,UN,24,20/01/2015 00:00,17/03/2015 00:00,ES,Anytime,350,35

DET,0000021314CPABC,213515698,Consumption,CN,17,20/01/2015 00:00,17/03/2015 00:00,ES,Controlled,450,45

DET,0000021314CPABC,213515698,Generation,EG,24,20/01/2015 00:00,17/03/2015 00:00,ES,Embedded generation,75,0

Sample of electronic output file viewed as an Excel file (with a little formatting), or a PDF printed page

HDR	ICPSUMM	EANZ	Cust	20/03/2014	Ron001	000	18	20/03/2014	20/03/2015	NZDT				
DES	ICP Identifier	Metering component serial number	Energy flow direction	Register content code	Period of availability	Read period start date and time	Read period end date and time	Read status	Tariff name	Active energy kWh	Reactive energy kVArh			
DET	0000021314CPABC	213515698	Consumption	UN	24	25/03/2014 00:00	20/05/2014 00:00	RD	Anytime	350	35			
DET	0000021314CPABC	213515698	Consumption	CN	17	25/03/2014 00:00	20/05/2014 00:00	RD	Controlled	450	45			
DET	0000021314CPABC	213515698	Generation	EG	24	25/03/2014 00:00	20/05/2014 00:00	RD	Embedded generation	75	0			
DET	0000021314CPABC	213515698	Consumption	UN	24	20/05/2014 00:00	18/07/2014 00:00	RD	Anytime	350	35			
DET	0000021314CPABC	213515698	Consumption	CN	17	20/05/2014 00:00	18/07/2014 00:00	RD	Controlled	450	45			
DET	0000021314CPABC	213515698	Generation	EG	24	20/05/2014 00:00	18/07/2014 00:00	RD	Embedded generation	75	0			
DET	0000021314CPABC	213515698	Consumption	UN	24	18/07/2014 00:00	22/09/2014 00:00	RD	Anytime	350	35			
DET	0000021314CPABC	213515698	Consumption	CN	17	18/07/2014 00:00	22/09/2014 00:00	RD	Controlled	450	45			
DET	0000021314CPABC	213515698	Generation	EG	24	18/07/2014 00:00	22/09/2014 00:00	RD	Embedded generation	75	0			
DET	0000021314CPABC	213515698	Consumption	UN	24	22/09/2014 00:00	25/11/2014 00:00	RD	Anytime	350	35			
DET	0000021314CPABC	213515698	Consumption	CN	17	22/09/2014 00:00	25/11/2014 00:00	RD	Controlled	450	45			
DET	0000021314CPABC	213515698	Generation	EG	24	22/09/2014 00:00	25/11/2014 00:00	RD	Embedded generation	75	0			
DET	0000021314CPABC	213515698	Consumption	UN	24	25/11/2014 00:00	20/01/2015 00:00	RD	Anytime	350	35			
DET	0000021314CPABC	213515698	Consumption	CN	17	25/11/2014 00:00	20/01/2015 00:00	RD	Controlled	450	45			
DET	0000021314CPABC	213515698	Generation	EG	24	25/11/2014 00:00	20/01/2015 00:00	RD	Embedded generation	75	0			
DET	0000021314CPABC	213515698	Consumption	UN	24	20/01/2015 00:00	17/03/2015 00:00	ES	Anytime	350	35			
DET	0000021314CPABC	213515698	Consumption	CN	17	20/01/2015 00:00	17/03/2015 00:00	ES	Controlled	450	45			
DET	0000021314CPABC	213515698	Generation	EG	24	20/01/2015 00:00	17/03/2015 00:00	ES	Embedded generation	75	0			

Requests for consumer consumption information

Procedures

November 2019

Version control

Version	Date amended	Comments
1.0	9 June 2015	Final for publication
1.1	15 September 2015	Clarification to paragraphs 8 and 10 to clarify 'available' information
1.3	27 October 2015	Clarification to paragraphs 4 and 5 to clarify the information required under Code reference clause 11.32A. A few other related changes also made in document for consistency
1.4	18 November 2015	Minor change to correct incorrect Code clause reference in paragraphs 17 and 23. These paragraphs incorrectly referred to Code reference 11.32B(4), when the correct Code reference is 11.32B(3).
<u>1.5</u>	<u>9 December 2019</u>	<u>Changes to reflect amendments to Code Clause 11.32E</u>

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Introduction

1. Clauses 11.32A to 11.32F of the Electricity Industry Participation Code (Code), which are effective from 1 February 2016, require retailers to give consumers information about their own consumption of electricity upon that consumer's request. This document sets out procedures that apply to retailers when they respond to such requests. The document also contains information that will assist consumers and their agents to make requests for consumption information.
2. A "retailer" includes any participant that supplies electricity to any other person for any purpose other than for resupply by the other person. This definition includes retailers that purchase electricity from any other person to on sell to a consumer.
3. Any questions about this procedures document should be directed to the Market Operations Team by email to marketoperations@ea.govt.nz.

What information must retailers provide?

Code reference: clause 11.32A

4. If a retailer has supplied a consumer in the past 24 months, the retailer must give the consumer (or their agent) the following information on request:
 - (a) information used by the retailer to calculate ~~the~~ amount of electricity conveyed to or from the consumer at each installation control point (ICP) where the retailer supplied electricity to the consumer
 - (b) information used by the retailer to provide a service to the consumer about the amount of electricity conveyed to or from the consumer at each of the ICPs where the retailer supplied electricity to the consumer.
5. An example of a service to a consumer is a secure website that provides consumption information. This consumption information could be non-half hour (NHH), half hour (HHR), or more granular information (eg, 15 minute interval consumption data).
6. A retailer must provide consumption information regardless if this information is validated or not.
7. Monthly aggregated consumption information will usually be 12 records a year. HHR consumption information will usually be 17520 records per year. ~~More~~ granular consumption information will be greater again (eg, 35,040 records per year for 15 minute interval metering information).
8. If used by the retailer, as described in paragraph 4, the retailer must provide both:
 - (a) import (consumption) and export (generation) information
 - (b) real and reactive energy information.

What if a consumer switches retailers?

9. The example included in Figure 1 shows a timeline that includes a retailer switch situation, where a consumer is initially supplied by Retailer A but later switches to Retailer B. After the switch, Retailer A (the losing retailer in the example) is still required to hold consumption information for its former consumer, but for a diminishing period of time. Once 24 months has elapsed from the date of the switch, Retailer A has no further obligation to hold information for the consumer.¹
10. Retailer B picks up the obligation to hold new information for the consumer it has won from Retailer A, starting from the switch date. The amount of information Retailer B is required to hold builds up until 24 months has elapsed from the switch date, at which point it must always retain at least the last 24 months of information.
11. Within 24 months following a retailer switch, a consumer that seeks all of its consumption information will need to make at least two requests; one request each to Retailer A and Retailer B and possibly additional requests to subsequent retailers if the consumer has switched more than once in the 24 month period. When aggregated, the information received by the consumer or agent should be contiguous across the switch date(s).

When must a retailer provide consumption information to a consumer?

Code reference: clause 11.32B

12. A request from a consumer or its authorised agent (collectively referred to in this document as the 'requester') will trigger provision of the consumer's consumption information by a retailer. Each retailer will need to design a business process to manage consumer requests for consumption information.
13. Retailers must provide the requested consumption information to the requester no later than five business days after receipt by the retailer of a complete application. A complete application must contain all information reasonably required by the retailer to verify the proper identity of the consumer to which the request applies.

How can a consumer request its consumption information?

Code reference: clause 11.32B

14. A consumer must be able to request its consumption information by:
 - (a) phone call to the retailer
 - (b) written request to the retailer, transmitted by email or post.
15. In addition to the methods identified in paragraph 14, if the retailer has provided a suitable facility, a consumer may request its consumption information by electronic request, eg via a website or a smartphone application.

¹ At least, the retailer has no further obligation *under this section of the Code*. See Clause 18 of Schedule 15.2 for archiving and storage of raw meter data.

16. If a consumer authorises an agent to act on its behalf to request the consumer's consumption information from a retailer, the agent is encouraged to make the request by transmitting an electronic request formatted in accordance with Electricity Information Exchange Protocol (EIEP) 13C. If an agent chooses to submit an EIEP 13C, ~~and transmit this~~ to the retailer it must do so via the EIEP transfer hub (EIEP hub).

Can a retailer charge a fee for providing consumption information?

Code reference: clause 11.32B(3)

17. A retailer may impose a reasonable charge only if the consumer (including any agent acting on behalf of the consumer) has made more than four requests in the preceding 12 months. If both an EIEP13A and an EIEP13B are requested via an EIEP13C these requests must be counted as a single request for the purposes of subclause 11.32(B)(3) if the requests are submitted on the same day.

When must a retailer advise its consumers of the availability of consumption information?

Code reference: clause 11.32C

18. At least once in each calendar year, each retailer must notify each of its consumers of the consumer's right to access its consumption information. Retailers should notify their consumers using the method they normally use to communicate important information to individual consumers.

What must retailers do to keep information secure?

Code reference: clause 11.32D

19. Clause 11.32D requires the retailer to:
- (a) be satisfied as to the identity of the consumer making the request for consumption information
 - (b) ensure that only the requestor receives the information.
20. Each retailer must develop and implement processes that ensure that only the appropriate consumer or its agent receives consumption information provided in accordance with clause 11.32B. This process must comply with the Privacy Act 1993 and should implement good business practice.
21. For clarity, if the requester subsequently provides the consumer's information to any other party, these information security obligations become the responsibility of the requester.

What if the request comes from a consumer's agent?

Code reference: clause 11.32E

22. A consumer may authorise an agent to request the consumer's consumption information.

23. A consumer's authorised agent is encouraged to use EIEP 13C to request consumption information on behalf of the consumer. The request must specify whether information formatted with either EIEP 13A or EIEP 13B is required. If both formats are required, this can be achieved by submitting two requests within the one EIEP 13C. This request must be counted as a single request for the purposes of subclause 11.32(B)(3) if the requests are submitted on the same day.

~~24. Each retailer must ensure that a requesting agent is properly authorised by the relevant consumer before any information is provided to the agent.~~

What are the timeframes for responding to a request?

Code reference: clause 11.32E

- ~~24. Clause 11.32B requires that if a valid request is made a retailer must give the information to the consumer or their agent no later than 5 business days after the date on which the request is made.~~
- ~~25. Where a retailer receives a request via EIEP-13C it must within 2 days of receiving the request undertake all reasonable endeavours satisfy itself that there are no grounds for refusing the request.~~
- ~~26. If the retailer considers, that that there are grounds for refusing the request, the retailer must, before refusing the request:~~
- ~~(a) consider whether any further information could reasonably be provided by the agent to satisfy the retailer; and~~
- ~~(b) request any such further information from the agent.~~
- ~~27. A request for further information from an agent must be made within 2 days of the receipt of the request.~~
- ~~28. If a retailer after receiving further information does not consider that there remain any grounds for refusing the request, the retailer must provide the information requested within 5 days as calculated from the time the retailer receives the further information.~~

What format and transfer method must the retailer use to provide consumption information?

Code reference: clause 11.32F

~~25;29.~~ Clause 11.32F(1) requires that the Authority must publicise, and keep publicised, procedures for responding to consumer requests for consumption information.

~~26;30.~~ The Authority's published procedures consist of:

- (a) this document

- (b) EIEP-13A, which specifies the electronic format that must be used when providing detailed consumption information electronically to consumers or their agents. This format also provides for the retailer to respond to the agent if the retailer rejects the request.²
- (c) EIEP-13B, which specifies the formats that must be used when providing summary consumption information either electronically or in printed form to consumers or their agents. This format also provides for the retailer to respond to the agent if the retailer rejects the request.
- (d) EIEP-13C, which is the electronic request file format that an agent may use to request a consumer's consumption information from a retailer.

~~27-31.~~ EIEP-13A, EIEP-13B and EIEP-13C are published on the Authority's [website](#).³

EIEP-13A: Detailed electricity consumption information for consumers (non-half hour, half hour or sub half hour)

~~28-32.~~ EIEP-13A:

- (a) is an electronic file format used by a retailer to respond to a request from a consumer or its authorised agent for the consumer's consumption information
- (b) is designed as a standardised electronic information exchange format to report a consumer's detailed (eg. HHR or sub half hour) consumption information, as well as a consumer's NHH consumption information, where this information is available to the retailer
- (c) specifies a CSV file format intended for a machine to machine information transfer
- (d) provides for detailed time period consumption information as a date and time series. The difference between the start date and time and end date and time for each record is the period that the reported consumption occurred over
- ~~(e)~~ provides for the retailer to determine that the request is invalid (rejected), and return the EIEP type requested to the requester, with a valid rejection code included that identifies the reason for rejection of the specific ICP request

~~(e)(f)~~ is primarily expected to be used by agents but may also be requested by consumers.

~~(f)~~ — ~~Due to their large size,~~ EIEP-13A format files must be transmitted electronically. ~~This includes:~~

(g) ~~_via the registry~~ EIEP hub.

² For example, if the requester has incorrectly identified the retailer as having previously supplied the relevant consumer.

³ See <http://www.ea.govt.nz/operations/retail/eiep/regulated-electricity-information-exchange-protocols/>

~~(h) —by email to a valid email address.~~

~~29.33.~~ To receive consumption information in the EIEP-13A format via the EIEP hub, a consumer's agent must initially request access to the EIEP hub from the Authority. If the Authority approves the request, the agent will be required to agree to an access agreement and will be:

- (a) allocated a unique four-character non-participant identifier
- (b) granted SFTP access to the EIEP hub.

~~30.34.~~ For an EIEP hub transaction, an agent must query their allocated registry outbox to obtain requested consumption information. Further information about the EIEP hub can be found in the registry's [user manual and the registry functional specification](#).

EIEP-13B: Summary consumption information

~~34.35.~~ EIEP-13B:

- (a) is an electronic file format used by a retailer to respond to a request from a consumer or authorised agent for the consumer's billed consumption information that the retailer has supplied to the consumer.
- (b) is designed as a standardised electronic information exchange format to report a consumer's summary consumption information
- (c) specifies a CSV file format intended for a machine to machine information transfer and extraction in a printed tabular format.
- (d) provides for summarised NHH consumption information as a date and time series. The difference between the start date and time and end date and time for each record is the period that the reported consumption occurred over
- (e) provides for the retailer to determine that the request is invalid (rejected), and return the EIEP type requested to the requester, with a valid rejection code included that identifies the reason for rejection of the specific ICP request.

~~32.36.~~ The manner in which information will be provided is electronic or hard copy by post, and will be chosen by the consumer ~~or the consumer's agent~~, and may be transferred via either:

~~(a) —the EIEP hub, in the case of a consumer's agent ; or~~

~~(b)~~ (a) a valid email address; or

(b) hard copy posted to the consumer.

37. Where the request for data is received from an agent the EIEP-13A format files must be transmitted electronically via the EIEP hub.

~~(c) —~~

~~33.38.~~ The Authority recognises that retailers may wish to develop alternative ways to provide the information contained in EIEP13B to their consumers. For this reason, EIEP-13B only applies where a consumer has requested the information and the retailer does not already make equivalent information available to consumers, at no cost, via the retailer's web site. If an agent requests EIEP-13B, the retailer must provide EIEP-13B in the manner stated in paragraph 36.

EIEP-13C: Electronic request format for EIEP-13A or EIEP-13B

~~34.39.~~ EIEP-13C:

- (a) is an electronic file format used to request consumption information from a retailer
- (b) is primarily designed for use by an agent (which could include another retailer) authorised by the consumer to act on its behalf
- (c) specifies a CSV file format intended for a machine to machine information request
- (d) ~~can~~ must be transmitted to the retailer via the EIEP hub
- (e) allows an agent to request consumption information for consumers and formatted using either EIEP-13A, EIEP-13B or both .

~~35.~~ If a retailer receives an EIEP-13C-formatted request, the retailer must assure itself that:

~~36.40.~~ the EIEP-13C format has been complied with.

~~37.~~ the request is valid in respect of consumer and ICP details

~~(a) the requester is properly authorised by the consumer(s).~~

~~41.~~ If the retailer determines that the request is valid (accepted), it must transmit an electronic file containing the consumption information to the requester, formatted using the requested file format (either EIEP-13A, EIEP-13B or both) within 5 days its receipt.

~~38.42.~~ If the retailer determines that the request is invalid (rejected), it must transmit an electronic file containing the rejection information to the requester, formatted using the requested file format (either EIEP-13A, EIEP-13B or both) within 2 business days of the request being made.

~~39.~~

~~40.43.~~ The response, whether an acceptance or a rejection, ~~can~~ must be transmitted to the requester via the EIEP hub.

~~44.~~ To ensure that a repeat request for information is correctly processed, EIEP-13C contains a field for a unique number termed the "Consumer Authorisation code". This field is conditional, and is only required to be used if the retailer and agent have

agreed a code. The Consumer Authorisation code may provide a time and consumer boundary within the retailer's system, to ensure that only the appropriate information is released.

Figure 1 – Example timeline showing consumption information that must be held and incorporating a retailer switch

Note: The example relates to a *new consumer* starting from 1 February 2016.

HOW MUCH CONSUMER CONSUMPTION INFORMATION MUST BE HELD BY A RETAILER?														
Example Start Date	YYYY	MM	DD	RETAILER A					RETAILER B					CONSUMER INFORMATION ACCESS
Date	Year	Month	Day	Elapsed months from Start Date	Status	Start Date of information to be held (inclusive)	End Date of information to be held (inclusive)	Maximum number of months of information to be held	Status	Start Date of information to be held (inclusive)	End Date of information to be held (inclusive)	Maximum number of months of information to be held	Number of months of historic information that can be requested NB: from switch date, may require consumer requests to both retailers	
1/01/16	2016	1	1	0	Retailer A starts supplying the consumer	1/01/16							0	
1/02/16	2016	2	1	1		1/01/16	31/01/16	1					1	
1/03/16	2016	3	1	2		1/01/16	29/02/16	2					2	
1/04/16	2016	4	1	3	Consumer information building up with Retailer A	1/01/16	31/03/16	3					3	
...	
1/12/17	2017	12	1	23		1/01/16	30/11/17	23					23	
1/01/18	2018	1	1	24	Steady state operation after consumer has been with Retailer A for more than 24 months	1/01/16	31/12/17	24					24	
1/02/18	2018	2	1	25		1/02/16	31/01/18	24					24	
1/03/18	2018	3	1	26		1/03/16	28/02/18	24					24	
1/04/18	2018	4	1	27		1/04/16	31/03/18	24					24	
...	
1/01/19	2019	1	1	36	Retailer A stops supplying the consumer	1/01/17	31/12/18	24	Retailer B starts supplying the consumer	none	none	0	24	
1/02/19	2019	2	1	37		1/02/17	31/12/18	23		1/01/19	31/01/19	1	24	
1/03/19	2019	3	1	38		1/03/17	31/12/18	22		1/01/19	28/02/19	2	24	
1/04/19	2019	4	1	39	Consumer information winding down with Retailer A	1/04/17	31/12/18	21	Consumer information building up with Retailer B	1/01/19	31/03/19	3	24	
...	
1/11/20	2020	11	1	58		1/11/18	31/12/18	2		1/01/19	31/10/20	22	24	
1/12/20	2020	12	1	59		1/12/18	31/12/18	1		1/01/19	30/11/20	23	24	
1/01/21	2021	1	1	60	Retailer A obligation to hold consumer information ceases	none	none	0	Steady state operation after consumer has been with Retailer B for more than 24 months. And so on...	1/01/19	31/12/20	24	24	
1/02/21	2021	2	1	61						1/02/19	31/01/21	24	24	
1/03/21	2021	3	1	62						1/03/19	28/02/21	24	24	

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Attn Nick Crang / Danielle Consedine

By email

16 October 2019

**Proposed amendments to the Electricity Industry Participation Code:
implications of the Privacy Act 1993**

1. Thank you for your instructions on behalf of the Electricity Authority to provide advice on the Privacy Act implications of the proposed amendments to the Electricity Industry Participation Code and the EIEP Hub Terms and Conditions for Use. I understand that the amendments relate to the disclosure of customer information that is a necessary part of enabling customers to switch from one retailer to another. In broad terms, concerns have been raised:
 - 1.1. By agents on behalf of consumers, that retailers are raising unreasonable barriers to customers' access to this information and/or delaying the disclosure of information;
 - 1.2. By retailers concerned to ensure that they do not disclose information in breach of their obligations under the Privacy Act 1993.
2. I am instructed that the Authority's key priority is to ensure that there are as few barriers to switching as possible and that the switching process is as efficient as possible, in order to facilitate competition and reduce barriers to consumers taking advantage of new technologies (eg solar panels, electric vehicles) and services (eg demand response, energy management). At the same time, appropriate protections of customer data are important, and must be maintained.
3. In my opinion, the proposed amended clauses 11.32E – 11.32EE of the Code and the proposed amendments to the Hub Terms and Conditions (attached) will not conflict with retailers' obligations under the Privacy Act.

Does the Privacy Act apply?

4. While a retailer will owe obligations of confidence to all its customers, the Privacy Act obligations are only owed to individuals, that is natural persons (other than deceased natural persons). The Privacy Principles in s 6 relate only to 'personal information' which is defined in s 2 as "information about an identifiable individual".¹
5. I understand that the Authority has been approaching this issue on the basis that the Privacy Act applies to the type of information to which these clauses relate. Given that

¹ Definition of 'individual' in s 2: the Privacy Principles in s 6.

the Authority is proposing rules of general application I agree that it is appropriate for it and the retailers to take a cautious approach and proceed on the basis that all customer data is or may be personal information (if owned by individuals). However it should be noted that it is not firmly established that customer usage data of the kind at issue here does properly fall within the meaning of personal information. The majority of the Supreme Court in *R v Alsford* expressed some doubt whether electricity usage data was within scope, given that such data relates to a place rather than a person.² Similar reservations have been expressed in the telecommunications sector in Australia.³

6. This advice presumes that the Privacy Act will apply to some at least of the information at issue.

The requirements of the Privacy Principles

7. The Privacy Principles in s 6 of the Privacy Act have a number of implications in the present context.

Principle 6 – the access right

8. First, there is the primary obligation on retailers under Privacy Principle 6 to comply with requests for access to information. Principle 6 is recognised as a key feature of the Act, specifically acknowledged in the long title. The access right is seen as fundamental to an individual's ability to exercise control over their own personal information, and to ensure that agencies holding their information do so in a manner that complies with the requirements of the Act.
9. The primary importance of Privacy Principle 6 is also apparent from its prominence in the Act itself. It is the only principle that is directly enforceable in the Courts (against public sector agencies),⁴ and Parts 4 and 5 of the Act set out a detailed regime prescribing the procedural obligations on agencies to whom a request is made, and specify the limited grounds for declining any such request. Contravention of Privacy Principle 6 is a 'per se' actionable interference with privacy under s 66, unlike breach of any other Principle, where a claimant must also show actual damage or significant injury to feelings to establish a claim.⁵
10. The Act requires the retailer to comply with a request regardless of the form in which it is made, and regardless of whether it refers to the Privacy Act or not.⁶ The retailer has a positive duty to provide assistance to individuals who wish to make an access request.⁷

² *R v Alsford* [2017] NZSC 42, [2017] 1 NZLR 710 at [30], noting this does not fully align with the Privacy Commissioner's position set out in Case Note 251185 [2015] NZ ProvCmr 3: *Use of smart meters by utility companies*. See also the Privacy Commissioner's *Public Statement about bulk disclosure of smart meter data*, 26 May 2017 and the January 2017 advisory opinion AO001/2016 in relation to release of addresses in the context of the Fire Service. It is also well recognised that there are no 'bright line' rules around whether particular information falls within the definition of personal information, and the answer may vary depending on the facts of the situation: as discussed for example in *Taylor v Chief Executive of the Dept of Corrections* [2018] NZHRRT 35 at [75] – [123] (noting this is currently under appeal to the High Court on the issue of the meaning of 'personal information').

³ *Privacy Commissioner v Telstra Corporation Ltd* [2017] FCAFC 4, (2017) 249 FCR 24.

⁴ Section 11.

⁵ Contrast s 66(1) with s 66(2).

⁶ Section 30 restricts the grounds to refuse a request to those specified in the Act, and prohibits refusal on any other ground.

⁷ Section 38.

The retailer is obliged to make the information available to the customer in the way that the customer prefers, unless specified reasons not to do so exist.⁸

11. Retailers are required to respond to the access request "as soon as reasonably practicable", and at a maximum no later than 20 working days (with extensions permitted only in specified circumstances).⁹ If the request is not answered within the timeframe the agency is deemed to have refused the request, and even if the information is provided subsequently they remain liable under s 66 for breach of Principle 6.¹⁰
12. Breach of any of these obligations constitutes an interference with privacy under s 66(2).
13. In the present context, it is thus apparent that concerns about retailers raising unreasonable barriers to customer's access to their information raise issues of potential non-compliance by the retailers of their obligations under Privacy Principle 6 and s 30 of the Act.¹¹

Section 45

14. Section 45 sits within Part 5 and must accordingly be read in light of the other obligations outlined above, and in light of the purpose and objectives of Principle 6 and the Privacy Act overall.
15. Section 45 provides:

Precautions

Where an information privacy request is made pursuant to subclause (1)(b) of principle 6, the agency –

- (a) shall not give access to that information unless it is satisfied concerning the identity of the individual making the request; and
 - (b) shall ensure, by the adoption of appropriate procedures, that any information intended for an individual is received –
 - (i) only by that individual; or
 - (ii) where the request is made by an agent of the individual, only by the individual or his or her agent; and
 - (c) shall ensure that, where the request is made by an agent of the individual, the agent has the written authority of that individual to obtain the information or is otherwise properly authorised by that individual to obtain the information.
16. It is obvious from the scheme of the Act that s 45 may not be used to frustrate or hinder an access request. So, for example, an agency that had a policy of refusing to disclose personal information unless the request was made in a certain form or accompanied by certain identification requirements on the grounds that this was the only way the agency could be satisfied that the information would go to the correct individual would most likely be in breach of s 30 and Principle 6. Similarly, an agency that required an individual to go to unreasonable lengths to establish their identity or the authority of their agent before accepting a request would likely be in breach of their obligations.

⁸ Section 42.

⁹ Sections 40 and 41.

¹⁰ Section 66(3).

¹¹ Section 30 prohibits refusal of a request on any ground other than those specified.

17. Where there is also an implication that unreasonable barriers may be raised to promote the commercial interests of the retailer, and/or to inhibit the exercise of consumer market power by the customer, the potential contravention becomes more significant.¹²
18. It is also clear from the open-textured and principles-based nature of the legislation¹³ that the precautionary requirements on an agency will vary depending on the nature of the information (and in particular its level of sensitivity), and the nature of requestor and their authorised agent.¹⁴ What is reasonable precaution and what is an unjustifiable constraint on the exercise of an individual's right of access will depend on what is reasonable and proportionate in the circumstances.
19. So, for example, the level of assurance required before sending highly sensitive information to a recipient that the agency has had no prior dealings with may well be different from that required for the authorised transfer of more routine information between industry participants subject to accepted expectations of conduct,¹⁵ or the disclosure of information to a customer with which the agency has already had dealings.
20. In the present context, electricity consumption data is unlikely to be seen as having a high privacy interest or sensitivity. Nor is it an area where there is a likely risk of coerced authorisation or identity theft, and it is not information that gives access to a direct financial or other benefit.¹⁶
21. In these circumstances consumers would not expect to have to go to any extraordinary lengths to establish their identity to assure their retailer that it is safe to disclose this information. A retailer who receives a request from or on behalf of an existing customer will have customer details on file and can cross check, for example, a name against the property address held in their records. That should be sufficient to allow the retailer to be satisfied of the identity of the individual and, absent special circumstances, a retailer unlikely to be justified in requiring further verification of identity from the customer.¹⁷
22. Similar principles apply to establishing the authorisation of a customer's agent. Where the agent is a known and reputable member of the industry who routinely acts for consumers in this role, the risk of the request not being properly authorised is very low, and the consequences to the customer of a mistake are negligible: all that will have happened is that another member of the industry holds their power usage data. A consumer would reasonably expect their current retailer to accept that agent's assurance

¹² Noting that the Privacy Commissioner has already indicated a level of concern in this context: Privacy Commissioner's submission on the Multiple Trading Relationships Consultation Paper 28 February 2018.

¹³ Confirmed for example in *Taylor v Chief Executive of the Dept of Corrections* [2018] NZHRRT 35 at [91] and *Attorney-General v Dotcom* [2018] NZHC 2564, [2019] 2 NZLR 277 at [8]

¹⁴ Confirmed for example by the Privacy Commissioner at https://www.privacy.org.nz/further-resources/knowledge-base/view/221?t=179306_250218. See also more generally the NZ Govt *Evidence of Identity Standard* (2009).

¹⁵ Including the Code itself, and the Hub terms and conditions.

¹⁶ Suggestions that half hour data information could be misused by criminals who may, for example, detect patterns of behavior to inform them when to break into a property are far-fetched: the same information would be available far more readily and in more current form from observation of the property. I understand that the only potential 'misuse' of the information identified is if an unauthorized recipient used the information to undertake unsolicited marketing through door knocking or direct mail (telephone marketing would require additional information that is not included in this data). That appears to be an unlikely business model in this industry, and would presumably be quickly picked up as an abusive practice by other industry members.

¹⁷ Contrast for example the release of sensitive information in the scenarios discussed by the Privacy Commissioner at <https://www.privacy.org.nz/blog/confirming-a-requesters-identity/>

that the request is authorised by the customer, or at the most view a basic electronic or signature confirmation.

23. Requests from an unknown agent could justify a retailer asking to see a signed or electronic authorisation, but again given that the customer name is known, and the retailer can cross check their identity against their own records of the address of the property, absent unusual circumstances this should be sufficient.

Section 115 and Principle 11

24. The importance of s 45 not being applied to have the effect of hindering access to personal information is confirmed by section 115. In the usual course, an agency who makes an unauthorised disclosure of personal information will be in breach of Privacy Principle 11, unless they can show that they believed on reasonable grounds that their actions fell within one of the listed exceptions. An agency in breach of Privacy Principle 11 is liable under s 66 for interference with the individual's privacy, and liable for damages under s 88.
25. Where however the unauthorised disclosure is in response to an access request under Privacy Principle 6, the agency has an effective immunity under s 115, provided that they acted in good faith.¹⁸ The High Court has confirmed that this covers conduct that is honest and without ulterior motive, even if negligent.¹⁹
26. This means that the Act, while requiring a retailer to exercise due care under s 45, is also weighted to ensuring that they are not so risk adverse that they impose unnecessary barriers and hinder the right of access to personal information.

The proposed provisions of the Code

27. The proposed amended clauses 11.32E – 11.32EE (attached) are consistent with the principles outlined above. In particular they:
 - 27.1. Require the retailer to grant the request unless certain grounds apply. Those grounds relate to identity or authorisation, and the more general 'catch-all' where disclosure is considered to be in breach of the Privacy Act. For all these grounds the requirement is that there is a 'belief on reasonable grounds' which is consistent with the overall obligation to meet the request under Privacy Principle 6.
 - 27.2. Set out a 'safe harbour' form of request and authorisation in schedule 11.6, which brings with it tighter timeframes for compliance. The level of assurance of authorisation provided for in schedule 11.6 should be sufficient for a retailer to rely on in terms of s 45, in the absence of special circumstances.
 - 27.3. Require retailers to pro-actively take steps to seek more information where any concerns with the request may be able to be remedied. This is consistent with the obligation to provide assistance under s 38.

¹⁸ The operation of s 115 in this context was confirmed by the High Court in *Ilich v Accident Rehabilitation and Compensation Insurance Corporation* [2000] 1 NZLR 380 (proceedings before the Human Rights Review Tribunal under the Privacy Act being classed as 'civil' proceedings in s 82).

¹⁹ At p 383.

- 27.4. Oblige agents who are participants to obtain and retain a record of the customer's authorisation. Non-participant agents who are subject to the Hub Terms and Conditions will be subject to the same obligations. Retailers receiving a request from such agents would be justified in relying on this obligation having been complied with as sufficient to meet their own obligations under s 45, absent special circumstances.
- 27.5. Prohibits the retailer from refusing the request from an agent on behalf of a consumer on the grounds that the request does not follow the retailer's preferred format. This is consistent with Privacy Principle 6 and s 30.
28. The proposed amendments to the Hub Terms and Conditions impose specific obligations on users to have proper authorisations in place before making a request for information, as a condition of use of the Hub. They go further to include this as an enforceable warranty to be relied on by the retailer receiving the request. More generally, they require users to be compliant with the provisions of the Privacy Act in their treatment of all personal information, providing a further level of assurance for those dealing with requests via this source.
29. In my view, the proposed amended provisions will not place retailers in breach of their obligations under the Privacy Act. I would also make the further observation that once these provisions are in place, retailers who require more onerous procedures from customers or agents are (absent special circumstances) at risk of contravening their obligations under Privacy Principle 6 and s 30 of the Privacy Act. This risk would be particularly high in relation to a request received via the Hub.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Victoria Casey', is written over a light blue rectangular background.

Victoria Casey QC

Proposed Revised Code Amendment relating to ACCES Project

The Electricity Authority is, subject to the further consultation steps it is taking and approval by the Authority Board, proposing the following revised amendments to the Code (text to be deleted is marked-up in strikethrough and new text to be added is underlined):

1. To amend clause 11.32E as marked-up:

11.32E Agents

- (1) If a **consumer** authorises an agent to request information under clause 11.32B on behalf of the **consumer**, a **retailer** must, if the agent has the written authority of the **consumer** to obtain the information or is otherwise properly authorised by that **consumer** to obtain the information, deal with any request from the agent for information about the **consumer** under clause 11.32B in accordance with:
 - (a) clauses 11.32EA and 11.32EB;
 - (b) if a request includes a statement from the agent that the agent has obtained, or the request is accompanied by, a written authority from the **consumer** in the form and containing the information required by Schedule 11.6, and the request is made through the **Registry** or the **EIEP Transfer Hub**, clause 11.32ED; and
 - (d) the Privacy Act 1993, where applicable.

2. To insert the following new clauses after clause 11.32E:

11.32EA Retailer actions on receipt of requests from agents

- (1) A **retailer**, after receiving a request under clause 11.32B from an agent on behalf of a **consumer**, must:
 - (a) make a decision on the request, and advise the agent of that decision, as soon as reasonably practicable; and
 - (b) provide the information requested within the timeframe required by clause 11.32B, unless there are grounds for refusing the request under clause 11.32EB.
- (2) If the **retailer** considers, in accordance with subclause (1), that there are grounds for refusing the request, the **retailer** must, before refusing the request:
 - (a) consider whether any further information could reasonably be provided by the agent to satisfy the **retailer**; and
 - (b) request any such further information from the agent, specifying the further information required in detail.
- (3) If further information is provided under subclause (2)(b), the **retailer** upon receiving the further information must:
 - (a) make a final decision on the request, and advise the agent of that decision, as soon as reasonably practicable; and
 - (b) provide the information requested within the timeframe required by clause 11.32B as calculated from the time the **retailer** receives the further information, unless there are grounds for refusing the request under clause 11.32EB.
- (4) If a **retailer** decides to refuse a request, in advising the agent of that decision, the **retailer** must provide the agent with the reasons (in detail) for the refusal.

- (5) If a **retailer** decides to grant a request in full, the **retailer** is able to meet the obligation to advise the agent of that decision by providing the information to the agent in accordance with subclauses (1)(b) and (3)(b).
- (5) The obligations in subclauses (1)(a) and (3)(a) do not detract from the obligations in subclauses (1)(b) and (3)(b), respectively.

11.32EB Decisions on requests

- (1) A **retailer** that receives a request under clause 11.32B from an agent on behalf of a **consumer**, must grant the request and provide the information unless:
 - (a) the **retailer** believes on reasonable grounds that the **consumer** has not authorised the request;
 - (b) the **retailer** believes on reasonable grounds that complying with the request would otherwise cause the **retailer** to breach its obligations under the Privacy Act (where it applies); or
 - (c) the **retailer** believes on reasonable grounds that:
 - (i) if the request is accompanied by a written authority in the form and containing the information required by Schedule 11.6 or the agent subsequently provides a copy of such an authority, any of the information required by Schedule 11.6 is incorrect in a material way, such that the **retailer** cannot be satisfied of the matters in paragraphs (a) or (b) or is unable to identify the **consumer** the request relates to; or
 - (ii) in any other situation, the **retailer** is unable to identify the **consumer** the request relates to.
- (2) A **retailer** may not refuse a request under clause 11.32B from an agent on behalf of a **consumer** on the basis that the request or any authorisation relating to the request is not in a particular form.

11.32EC Requirements for agents who are participants

- (1) This clause applies to each **participant** who wishes to make or who makes a request for information to a **retailer** under clause 11.32B as an agent on behalf of a **consumer**.
- (2) Before making the request, the **participant** must obtain an authorisation from the **consumer** for the **participant** to request the transfer of the information to the agent on behalf of the **consumer**.
- (3) The **participant** must:
 - (a) retain a copy of the authorisation under subclause (2) or otherwise retain evidence that the consumer has provided the authorisation required by subclause (2); and
 - (b) provide a copy of the authorisation or other evidence to the **retailer**, if requested by the **retailer**.

11.32ED Additional requirements on retailers for Authorisations in prescribed form and through the Registry or Hub

- (1) This clause applies where an agent requests information from a **retailer** on behalf of a **consumer** under clause 11.32B and:

- (a) subject to clause 11.32EE, either:
 - (i) the request includes a statement from the agent that the agent has obtained a written authority from the **consumer** in the form and containing the information required by Schedule 11.6 (being an authority that remains in force at the date the request is made); or
 - (ii) the agent separately provides a written authority in the form and containing the information required by Schedule 11.6 or a copy of such a written authority (being an authority that remains in force at the date the request is made); and
 - (b) the request is made through the **Registry** or the **EIEP Transfer Hub**.
- (2) If this clause applies:
- (a) the **retailer** must use all reasonable endeavours to take the steps in clauses 11.32EA(1)(a) and 11.32EA(2), as applicable, within 2 business days of the later of:
 - (i) receiving the request; or
 - (ii) receiving a copy of a written authority under subparagraph (1)(a)(ii); and
 - (b) where clause 11.32A(3) applies, the **retailer** must use all reasonable endeavours, within 2 business days of receiving further information from the agent, to take the steps in clause 11.32EA(3)(a).
- (3) Where clause 11.32EA(2) applies, the request may include a request that the agent provide a copy of the written authority referred to in subclause (1)(a), if not provided with the request.
- (4) If a request is made through the **Registry** or the **EIEP Transfer Hub**, but the **retailer** believes on reasonable grounds that the request does not meet the requirements of any **EIEP**, subclauses (2) and (3) do not apply but, for the avoidance of doubt, the **Retailer** must still comply with clauses 11.32B, 11.32EB and 11.32EC.

11.32EE Requirements for written authorities under Schedule 11.6

- (1) Each written authority, for the purposes of clause 11.32ED, must include or be accompanied by:
 - (a) if the **consumer** is an individual (being a natural person), an **electronic signature** or physical signature of the **consumer** or of a person on behalf of the **consumer** (in which case, evidence of that person's authority to sign on behalf of the **consumer** is required) or other evidence that the consumer has approved the authority; or
 - (b) if the consumer is not an individual (not being a natural person), an electronic signature or physical signature of an authorised representative of the **consumer** or other evidence that the **consumer** has approved the authority.
- (2) Each **electronic signature**, for the purposes of subclause (1), must meet the requirements of sections 226 and 228 of the Contract and Commercial Law Act 2017.

11.32EF Revocation of authority

- (1) If a **retailer** receives notification from a **consumer** that the **consumer** has revoked an authority, the **retailer** must notify the agent within 2 **business days** that the authority is revoked.
- (2) If an agent that is a **participant** receives notification from a **consumer** that the **consumer** has revoked the agent's authority, the agent must notify the **retailer** within 2 **business days** that the authority is revoked.
3. To insert the following new schedule after Schedule 11.5:

Schedule 11.6

Forms for authorisation of an Agent to request consumption information

1. Form for authorisation by an individual (being a natural person)

Consumer: [Consumer full name]

Property: [property address]

Current customer number: [customer number]

Installation Control Points (ICP(s)) Identifier(s): [List if known and relevant]

Current Retailer: [name of current retailer]

Agent: [full name of Agent and contact details]

Period of authority: [enter period of authorisation to Agent]

I (being the Consumer named above) confirm that I own or reside at the Property identified above or otherwise am responsible for the consumption of electricity at that Property.

I confirm that I am a customer of the Current Retailer identified above in relation to the Property and (if relevant) the ICP(s) identified above.

I authorise:

- (a) the Agent identified above to request, receive and hold information on my behalf about electricity consumption for the Property) or the ICPs; and
- (b) the current Retailer to transfer information on my behalf about electricity consumption for the Property or ICP(s) to the Agent.

[Signature/electronic signature of Consumer or of a person on behalf of the Consumer (in which case, evidence of that person's authority to sign on behalf of the Consumer is required) or other evidence of Consumer's agreement]

2. Form for authorisation by a non-individual (not being a natural person)

Consumer: [Consumer full name]

Authorised Representative of Consumer: [Full name and title/position with Consumer]

Property: [property address]

Current customer number: [customer number]

Installation Control Points (ICP(s)) Identifier(s): [List if known and relevant]

Current Retailer: [name of current retailer]

Agent: [full name of Agent and contact details]

Period of authority: [enter period of authorisation to Agent]

The Consumer identified above owns or occupies the Property identified above or otherwise is responsible for the consumption of electricity at the Property.

The Consumer is a customer of the Current Retailer identified above in relation to the Property and, if relevant, the ICP(s) identified above.

The Consumer authorises:

- (a) the Agent identified above to request, receive and hold information on the Consumer's behalf about electricity consumption for the Property or the ICP(s); and
- (b) the Current Retailer to transfer information on the Consumer's behalf about electricity consumption for the Property or ICP(s) to the Agent.

In signing this form as the Authorised Representative of the Consumer, I warrant that I am authorised to sign this form and agree to the matters above on behalf of the Consumer.

[Signature/electronic signature of Authorised Representative]

4. To insert the following new definitions in clause 1(1) of the Code, in alphabetical order:

electronic signature has the meaning given to it in section 209 of the Contract and Commercial Law Act 2017.

EIEP Transfer Hub means the web portal operated by the **Authority** that is used to request and transfer, using the EIEPs, **consumption information of a consumer** from a **retailer**.

Appendix A Revised EIEP Hub Terms and Conditions for Use

1. THESE TERMS OF USE

- 1.1 Applicability: By using the EIEP Transfer Hub, you accept these Terms of Use and are bound by them. If you do not accept these Terms of Use, you must not use the Hub. The Hub and these Terms of Use are governed by the laws of New Zealand and by using the Hub you submit to the exclusive jurisdiction of the New Zealand courts.

1.2 Definitions: In these Terms of Use:

"We", "us", and "our" are references to the Electricity Authority.

"EIEP Transfer Hub" or "Hub" means the web portal that is used to request and transfer consumer consumption information from a retailer using our Electricity Information Exchange Protocols.

"Party" means an industry participant (as defined in the Electricity Industry Act 2010 or a non-participant user of the Hub.

"You" and "your" are references to you.

- 1.3 Amendments: We may amend these Terms of Use at any time. Amendments will be effective immediately when posted on our website. You are responsible for ensuring you are familiar with the latest Terms of Use. By continuing to use the Hub, you agree to be bound by the Terms of Use as amended. You can always find the current Terms of Use here on our website.

2. ACCEPTABLE USE OF THE HUB

- 2.1 You may not use the Hub unless you have submitted an application in the form specified by us and we have accepted your application. Existing users are required to apply for continuing use within 3 months of this clause coming into effect or their use of the Hub will be terminated. We may require you to provide information with that application form to prove that you are able to meet the requirements of these Terms of Use, and are a fit and proper person to manage data.
- 2.2 If you use the Hub to request or transfer consumer consumption information from a Party, you must use the regulated Electricity Information Exchange Protocols (EIEPs) 13A, 13B or 13C on the EIEP page of our website. If you are not an industry participant (as defined in the Electricity Industry Act 2010), you must comply with the obligations under the EIEPs on parties who request information as a contractual obligation under these Terms of Use despite the fact that the Electricity Industry Participation Code 2010, which the EIEPs are issued under, does not apply to non-participants.
- 2.3 You may only use the information you receive using the Hub for the benefit of the consumer to whom that information relates.

2.4 You must:

- (a) before requesting the transfer of any consumption information relating to a consumer, have an authorisation from the consumer for:
 - (i) you to request the transfer of the information on behalf of the consumer;
 - (ii) you to hold the information;
 - (iii) the Authority and any contractor to the Authority to hold any information relating to the consumer for the purposes of operating the Hub.
- (b) if you are a participant, as defined in the Electricity Industry Participation Code 2010, ensure that the authorisation under paragraph (a)(i) complies with all relevant parts of the Electricity Industry Participation Code 2010;
- (c) retain a copy of the authorisation under paragraph (a)(i) or otherwise hold evidence that the consumer has so authorised you; and
- (d) provide a copy of the authorisation or and any other evidence under sub-paragraph (c) to the Party you have requested the information from, if required by that Party.

2.5 In making a request, you warrant to the Authority and the Party to whom a request is made through the Hub that you hold the authority required by clause 2.4. This warranty may be enforced by the other Party under section 12 of the Contract and Commercial Law Act 2017.

2.6 If requested by the person to whom any request for consumer information is made, you must provide to the requester a copy of the authorisation under clause 2.4(a)(i) or other evidence that the consumer has so authorised you.

2.7 You must use the unique participant identifier or a four character identifier provided by us when requesting or transferring consumer consumption information.

2.8 You must use the username provided by us to use the Hub, and must safeguard the password from unauthorised access or use.

2.9 You must protect the integrity and security of the Hub, and not do anything that will damage, harm, or compromise the integrity or security of the Hub or any connected network or system, or impede the use of the Hub by other users.

2.10 You agree to use the Hub in a manner that complies with all applicable laws, regulations and these Terms of Use and that does not infringe our rights, or the rights of anyone else, or restricts or inhibits their use and enjoyment of the Hub.

2.11 You agree not to:

- (a) damage or harm the Hub, or any underlying or connected network or system;

- (b) use a harvesting bot, robot, spider, scraper, or other unauthorised automated means to access the Hub or content featured on it for any purpose;
- (c) introduce any viruses, content or code to the Hub which is technologically harmful;
- (d) do anything that could disable, overburden, or impair the proper working of the Hub, such as a denial of service attack;
- (e) upload or post any content on the Hub (or use the Hub to transmit any communication) which is in our view illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise objectionable;
- (f) send or otherwise post unauthorised commercial communications (such as spam) on the Hub;
- (g) engage in unlawful multi-level marketing, such as a pyramid scheme on the Hub;
- (h) solicit log in information or access an account belonging to someone else;
- (i) collect more consumption data than is reasonably needed in order to provide goods or services consented to by the consumer.
- (j) use the collected data in a way not consented by the consumer, or in order to provide goods and services that the consumer has not agreed to.
- (k) bully, intimidate, or harass any user of the Hub, or attempt to do any of the above.

2.12 Specific prohibitions: Without limiting clause 2.7, you agree not to:

- (a) use the Hub to do anything unlawful, misleading, malicious, or discriminatory; or
- (b) facilitate or encourage any violations of these Terms of Use.

2.13 We may temporarily suspend or reduce full use of the Hub without notice to you if it is necessary to maintain the Hub or protect the integrity of the Hub.

2.14 You agree to:

- (a) have an internal dispute resolution process in place in regards to consumption data received via the Hub;
- (b) be a member of Utilities Disputes;
- (c) have adequate insurance or a comparable guarantee to compensate consumers for loss that may occur in light of the risk arising from the collection, storage, use or disclosure of consumption data received via the Hub;
- (d) have adequate practices, procedures, and systems in place to manage consumption data and information security risks received via the Hub, including in

respect of any decision to use a third party to provide services to you in respect of any such information and in the provision of those services by the third party;

- (e) comply with the Privacy Act 1993 in the use of the Hub and ensure that the practices, procedures and systems under paragraph (d) comply with the Privacy Act;
- (f) advise us immediately if any data breach occurs in respect of information obtained by you through the Hub and the steps you are taking to mitigate the effects of that breach and avoid it from occurring again, and keep us informed of any developments in respect of such a data breach; and
- (g) notify us immediately, if there are material changes in circumstances that may affect your ability to comply with these Terms of Use.

3. PROVISION OF INFORMATION AND AUDITING

3.1 We have the right to:

- (a) request evidence from you in relation to any matter relating to these Terms of Use;
- (b) require you to provide us with access to your records, systems and premises in order to carry out an audit of your compliance with these Terms of Use.

3.2 You must comply with any request under clause 3.1 within the time reasonably specified by us.

3.3 We reserve the right to log details of each request under EIEP 13C sent by you and every transfer made by you under EIEP 13A, and 13B via the EIEP hub.

4. LIST OF USERS OF HUB

4.1 Your name will be published on our website whilst you have access to the Hub.

5. TERMINATION OF USE

5.1 If we consider that you have breached these Terms of Use, we may suspend or terminate your access to the Hub immediately by ~~giving advising you notice~~ in writing or by electronic means.

6. LIABILITY AND INDEMNITY

6.1 To the maximum extent permitted by law, we disclaim and exclude all implied conditions, guarantees and warranties and ~~accept no responsibility or liability whatsoever for any~~ are not responsible or liable for any loss, costs or expenses incurred by you, whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise (including any losses, costs or expenses resulting from or in connection with your use of, or the inability to use, the Hub or any information provided to you through the Hub (including in relation to the accuracy of the information transferred to you through the

Hub and any conclusions or assumptions derived from the information provided transferred to you through the Hub).

6.2 You agree that:

- (a) we will not be liable for any direct, indirect, incidental, special, consequential or exemplary loss or damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, under or in connection with these Terms of Use or resulting from your use of, or the inability to use, the Hub (including in relation to the accuracy of the information transferred to you through the Hub and any conclusions or assumptions derived from the information provided through the Hub), and for the avoidance of doubt, including under any claim in negligence; and
- (b) without prejudice to clauses 6.1 or paragraph 4.1 or 4.2(a) of this clause and to the extent our liability to you is not regulated under the Electricity Industry Participation Code 2010, our total liability under or in connection with these ~~terms and conditions~~ Terms of Use or resulting from your use of, or the inability to use, the Hub (including in relation to the accuracy of the information transferred to you through the Hub and any conclusions or assumptions derived from the information provided through the Hub), will not exceed NZ\$100 in any circumstances, and for the avoidance of doubt, including under any claim in negligence.

6.3 You agree to indemnify us for any loss to us arising from your use of the Hub, including any indirect, incidental, special, consequential or exemplary loss or damages (including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses). This indemnity applies even if you have not you have breached these Terms of Use, acted negligently, in bad faith or unlawfully. For the avoidance of doubt, this indemnity does not apply to the normal costs of operating the Hub.

Appendix D Format for submissions

Submitter	
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Question	Comment
Q1. Do you have contrary views to those of Victoria Casey QC? If so, please elaborate.	
Q2. What are your views on the drafting of the proposed amendment to clause 11.32E of the Code?	
Q3. What are your views on the amendments to EIEPs 13C, 13A and 13B?	
Q4. Do you have any comments on the drafting of the proposed amendment?	

Glossary of abbreviations and terms

Authority	Electricity Authority
Act	Electricity Industry Act 2010
Code	Electricity Industry Participation Code 2010
EIEP	Electricity Information Exchange Protocol
Regulations	Electricity Industry (Enforcement) Regulations 2010