



Electricity Code Consultative Committee

Final Review Report

2015 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers

16 December 2015

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1 Executive Summary

This Final Review Report (**report**) presents the findings of the statutory review of the *Code of Conduct for the Supply of Electricity to Small Use Customers (Code)* carried out by the Electricity Code Consultative Committee (**ECCC**).

The *Electricity Industry Act 2004 (Act)* requires that the ECCC undertake a review of the Code every two years and provide a report to the Economic Regulation Authority (**Authority**).

The Act states that the purpose of the review is to ‘re-assess the suitability of the provisions of the code of conduct for the purposes of section 79(2)’. Section 79(2) sets out the objective of the code as follows:

The code of conduct is to regulate and control the conduct of -

- (a) the holders of retail licences, distribution licences and integrated regional licences; and
- (b) electricity marketing agents,

with the object of -

- (c) defining standards of conduct in the supply and marketing of electricity to customers and providing for compensation payments to be made to customers when standards of conduct are not met; and
- (d) protecting customers from undesirable marketing conduct.

As required under section 88(3) of the Act, the ECCC provided interested parties with an opportunity to comment during the review by publishing a Draft Review Report on 14 September 2015 and allowing a four week public consultation period. A total of 5 submissions were received.

1.1 Recommendations

Following consideration of the issues raised in the submissions and the ECCC’s deliberations throughout the course of the review, the ECCC makes the following recommendations to the Authority. The reasoning for these recommendations can be found in section 3 of this report. **Attachment 1** of this report is a marked up copy of the Code incorporating the recommendations made by the ECCC in this report. **Attachment 2 is a** clean version of the Code which incorporates the ECCC’s recommendations.

Recommendation 1

Replace “premises” with “supply address” in the following definitions included in clause 1.5:

- collective customer
- consumption
- de-energise
- energy efficiency audit
- re-energise

Recommendation 2

Amend the minor typographical errors and inconsistencies shown in **Attachment 3** of this Final Review Report

Recommendation 3

Mark (sub)clauses which are no longer in use as 'not used'.

Recommendation 4

Amend the definition of "complaint" in clause 1.5 to be consistent with the definition of "complaint" included in AS/NZS 10002:2014, *Guidelines for complaint management in organizations*.

Recommendation 5

Delete the definition of "door to door marketing" from clause 1.5.

Recommendation 6

Amend the definition of "Electricity Retail Corporation" to refer to the "Electricity Generation and Retail Corporation"

Recommendation 7

Extend the definition of "electronic means" to include reference to SMS.

Recommendation 8

Replace the term "electronic address" in clauses 4.4, 9.3 and 9.11 with "email address".

Recommendation 9

Delete the definition of "energy efficiency audit" from clause 1.5.

Recommendation 10

In the definition of "instalment plan", replace the words "payment plan" with "instalment plan".

Recommendation 11

Amend the definition of "Metering Code" as follows:

"**Metering Code**" means the *Electricity Industry (Metering) Code* [2012](#) ~~2005 as amended or replaced~~.

Recommendation 12

Amend clauses 5.1, 5.2, 5.4 and 5.7 to allow a retailer and a customer to agree to a service standard different from that set out in the Code.

Recommendation 13A

Amend the definition of **electricity marketing agent** as follows:

"**electricity marketing agent**" means –

- (a) a person who acts on behalf of a **retailer** –
 - (i) for the purpose of obtaining new **customers** for the licensee; or
 - (ii) in dealings with existing **customers** in relation to **contracts** for the supply of electricity by the licensee;
- (b) a person who engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; or
- (c) a representative, agent or employee of a person referred to in subclause (a) or (b),

but does not include a person who is a **customer** representative or the **Housing Authority**.

Recommendation 13B

Insert a definition of **Housing Authority** as follows:

“Housing Authority” means the body corporate in existence pursuant to section 6 of the *Housing Act 1980*.

Recommendation 14

Amend clause 2.4(2) as follows:

A **retailer** or **electricity marketing agent** must ensure that a **customer** is able to **contact** the **retailer** or **electricity marketing agent** on the **retailer’s** or **electricity marketing agent’s** contact details, including telephone number, during the normal business hours of the **retailer** or **electricity marketing agent** for the purposes of enquiries, verifications and **complaints**.

Recommendation 15

Amend clause 2.5(2)(b) as follows:

A **retailer** or **electricity marketing agent** who meets with a **customer** face to face for the purposes of **marketing** must [...]

(b) ~~as soon as practicable~~, provide the **customer**, in writing –

- (i) his or her first name;
- (ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);
- (iii) the name of the **retailer** on whose behalf the **contact** is being made;
- (iv) the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
- (v) the business address and Australian Business or Company Number of the **retailer** on whose behalf the **contact** is being made; and
- (vi) the **telephone** number of the **electricity ombudsman**.

as soon as practicable following a request by the **customer** for the information.

Recommendation 16

Amend clause 4.1 as follows:

A **retailer** must issue a bill –

(a) no more than once a month, unless the **retailer** has –

(i) obtained a **customer’s verifiable consent** to issue bills more frequently; ~~or~~

(ii) given the **customer** –

(A) a **reminder notice** in respect of 3 consecutive bills; and

(B) notice as contemplated under clause 4.2; ~~and/or~~

(iii) received a request from the **customer** to change **supply address** or issue a final bill, in which case the **retailer** may issue a bill more than once a month for the purposes of facilitating the request; and

Recommendation 17

Amend clause 4.4 as follows:

A **retailer** must issue a bill to a **customer** at the address nominated by the **customer**, which may be an email address **customer’s supply address**, unless the **customer** has ~~nominated another address or an electronic address.~~

Recommendation 18

Amend clause 4.5(1) as follows:

Unless the **customer** agrees otherwise, ~~subject to subclause (k),~~ a **retailer** must include at least the following information on a **customer's** bill – [...]

(k) if applicable, the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;

Recommendation 19

Amend clause 4.5(1)(c) as follows:

Unless the **customer** agrees otherwise, subject to subclause (k), a **retailer** must include at least the following information on a **customer's** bill – [...]

(c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –

(i) the current **meter** reading or estimate; ~~and~~ or

(ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;

Recommendation 20

A. Amend clause 4.5(1)(bb) as follows:

with respect to **residential customers**, the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with and~~ the words “Interpreter Services”;

B. Amend clause 10.11(2)(c) as follows:

the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with and~~ the words “Interpreter Services”;

Recommendation 21

Amend clause 4.5(1)(cc) as follows:

the ~~retailer's~~ **telephone number** for **TTY** services; and

Recommendation 22

Amend clause 4.6(1)(c) as follows:

(c) if the connection point is a **Type 7** connection point the procedure as set out in the **metrology procedure** or **Metering Code**, or otherwise as set out in any applicable law.

Recommendation 23

Amend clause 4.8(2) as follows:

If a **retailer** bases a bill upon an estimation, the **retailer** must clearly specify ~~in a visible and legible manner~~ on the **customer's** bill that –

Recommendation 24

A. Amend clause 4.8(2)(c)(i) as follows:

(c) the **customer** may request –

(i) a verification of energy data ~~a meter reading~~;

B. Include the following new definition in clause 1.5:

“**energy data**” has the same meaning as in the **Metering Code**.

Recommendation 25

- A. Insert the following subclause into clause 4.8

(4) For the purpose of this clause, where the *distributor's* or *metering agent's* reading of the *meter* at the *customer's supply address* is partly based on estimated data, then subject to any applicable law:

(a) where the number of estimated *interval meter* readings exceeds the number of actual *interval meter* readings; and

(b) the actual *energy data* cannot otherwise be derived.

for that billing period, the bill is deemed to be an estimated bill.

- B. Include the following new definition in clause 1.5:

"*interval meter*" has the same meaning as in the *Metering Code*.

Recommendation 26

Amend clause 4.17(2) as follows:

- (2) If a *retailer* proposes to recover an amount *undercharged* as a result of an error, defect or default for which the *retailer* or *distributor* is responsible (including where a *meter* has been found to be defective), the *retailer* must –

[...]

(d) subject to subclause (3), not charge the *customer* interest on that amount or require the *customer* to pay a late payment fee; and

(e) in relation to a *residential customer*, offer the *customer* time to pay that amount by means of an *instalment plan* in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable *undercharging* occurred.

(3) If, after notifying a *customer* of the amount to be recovered in accordance with subclause (2)(c), the *customer* has failed to pay the amount to be recovered by the due date and has not entered into an *instalment plan* under subclause (2)(e), a *retailer* may charge the *customer* interest on that amount or require the *customer* to pay a late payment fee.

Recommendation 27

Amend clause 4.17 by inserting a new subclause (4) as follows:

(4) For the purpose of subclause (2), an *undercharge* that has occurred as a result of a *customer* denying access to the *meter* is not an *undercharge* as a result of an error, defect or default for which a *retailer* or *distributor* is responsible.

Recommendation 28

- A. Amend clause 4.18(6) as follows:

Where the amount referred to in subclause (2) is less than ~~\$75~~100 the *retailer* may, ~~notwithstanding clause 4.18(2),~~ notify a *customer* of the *overcharge* by no later than the next bill after the *retailer* became aware of the error, and –

(a) ask the *customer* for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the *retailer* sought instructions under subclause (2)); or

(b) credit the amount to the *customer's next bill account* ~~(in which case subclause (3) applies as if the *customer* instructed the *retailer* to credit the *customer's* account).~~

- B. Amend clause 4.19(5) as follows:

Where the amount referred to in subclause (2) is less than ~~\$75~~100 the *retailer* may, ~~notwithstanding clause (2),~~ notify a *customer* of the *adjustment* by no later than the next bill after the *meter* is read, and –

(a) ask the *customer* for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the *retailer* sought instructions under subclause (2)); or

(b) credit the amount to the *customer's next bill account* ~~(in which case subclause (3) applies as if the *customer* instructed the *retailer* to credit the *customer's* account).~~

C. Amend clause 4.18(7) as follows:

Where the **customer** has been **overcharged** by the **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** –

(a) experiencing **payment difficulties** or **financial hardship**; ~~or~~

~~(b) making payments under an alternative payment arrangement under Part 6,~~

the **retailer** may, with written notice to the **customer**, use the amount of the **overcharge** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (6) ~~where the amount is less than \$75~~.

D. Amend clause 4.19(7) as follows:

Where the amount of the **adjustment** is an amount owing to the **customer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** –

(a) experiencing **payment difficulties** or **financial hardship**; ~~or~~

~~(b) making payments under an alternative payment arrangement under Part 6,~~

the **retailer** may, with written notice to the **customer**, use the amount of the **adjustment** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (5) ~~where the amount is less than \$75~~.

Recommendation 29

Amend clause 5.2(e) as follows:

(e) by **telephone** by means of credit card or debit card.

Recommendation 30

Insert the following new clause 5.9 in the Code:

5.9 Transfer of debt

If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.

Recommendation 31

A. Define the amended term “relevant consumer representative” as follows:

“**relevant consumer representative organisation**” means a person who an organisation that may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**, and includes financial counsellors.

B. Replace references to “financial counsellor”, “independent financial counsellor” and/or “relevant consumer representative organisation” with the amended term “relevant consumer representative”.

Recommendation 32

Amend clause 6.1(1) as follows:

If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) –

(a) Within **35 business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and

-
- (b) If the **retailer** cannot make the assessment within **35 business days**, refer the **residential customer** to an independent financial counsellor or **relevant consumer representative organisation** to make the assessment.

Recommendation 33

Amend clause 6.2(2) as follows:

If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and ~~a~~ the residential customer –

- (a) requests a **temporary suspension of actions**; and
- (b) demonstrates to the **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay ~~or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation,~~

the **retailer** must not unreasonably deny the **residential customer's** request.

Recommendation 34

Amend clause 6.7 as follows:

If a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer's** obligations under a previously elected payment arrangement under clause 6.4(1)(b), the **retailer** must give reasonable consideration to—

- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension ~~under clause 6.4(1)~~; or
- (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan** ~~under clause 6.4(1)~~.

Recommendation 35

Amend clause 6.10(2)(d) as follows:

include a statement that the **retailer** may reduce and/or waive fees, charges and debt.

Recommendation 36

Amend clause 6.10(2)(f) as follows:

include:

(i) an overview of the assistance available to customers in financial hardship or payment difficulties in accordance with Part 6 of the Code (other than the retailer's requirement to advise the customer of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));

(ii) that the retailer offers residential customers the right to pay their bill by Centrepay;
and

(iii) a statement that the retailer is able to provide further detail upon request.

Recommendation 37

Amend clause 6.10(2)(g) as follows:

The **hardship policy** must [...] include an overview of any **concessions and grants** that may be available to the **retailer's customers**;

Recommendation 38

Amend clause 6.10(2)(h) as follows:

The **hardship policy** must [...]

- (h) ~~be available in large print copies and~~ include –

-
- (i) The National Interpreter Symbol with the words “Interpreter Services”;
 - (ii) Information on the availability of independent multi-lingual services; and
 - (iii) Information on the availability of **TTY** services; ~~and~~
- (i) [...]; and
 - (j) be available in large print copies.

Recommendation 39

Delete the words ‘energy efficiency auditors’ from clause 6.10(3)(b)(i).

Recommendation 40

- A. Delete clause 6.10(3)(c).
- B. Amend clause 6.10(3)(b)(ii) as follows:

on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers** experiencing financial hardship ~~consistently with the obligation in subclause (3)(c);~~

Recommendation 41

Delete clause 6.10(5).

Recommendation 42

Amend clause 6.10(6) as follows:

~~The retailer may at any time, or must:~~ If directed by the **Authority**, a retailer must review its hardship policy and procedures and submit to the **Authority** the results of that review within 5 **business days** after it is completed.

Recommendation 43

Amend clause 6.10(8) as follows:

If ~~the a retailer amends~~ makes a material amendment to the **retailer’s** hardship policy, the **retailer** must submit to the **Authority** a copy of the **retailer’s** amended hardship policy within 5 **business days** of the amendment.

Recommendation 44

Amend clause 7.1(1)(a) and (c) as follows:

(1) Prior to arranging for **disconnection** of the **customer’s supply address** for failure to pay a bill, a **retailer** must –

(a) give the **customer** a **reminder notice**, not less than ~~13~~ 15 **business days** from the date of dispatch of the bill, including –

[...]

(c) give the **customer** a **disconnection warning**, not less than ~~18~~ 20 **business days** from the date of dispatch of the bill, advising the **customer** –

Recommendation 45

Amend clause 7.1(1)(b) as follows:

Prior to arranging for **disconnection** of the a **customer’s supply address** for failure to pay a bill, a **retailer** must [...] use its best endeavours to **contact** the **customer**; ~~including by telephone or electronic means or other method;~~ and

Recommendation 46

Amend clause 7.2(1)(f) as follows:

Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer’s supply address** for failure to pay a bill [...] if the **supply address** does not

relate to the bill, ~~(unless the **customer** has failed to make payments relating to an outstanding debt for amount outstanding relates to~~ a **supply address** previously occupied by the **customer**).

Recommendation 47

In clause 7.3, replace the words “from arranging for disconnection” with “from the date of disconnection”.

Recommendation 48

Amend clause 7.3 as follows:

7.3 Dual fuel contracts

If a **retailer** and a **residential customer** have entered into—

- (a) a **dual fuel contract**; or
- (b) separate **contracts** for the supply of electricity and the supply of gas, under which—
 - (i) a single bill for energy is; or
 - (ii) separate, simultaneous bills for electricity and gas are,

issued to the **residential customer**, the **retailer** must not arrange for **disconnection** of the **residential customer's supply address** for failure to pay a bill within 15 **business days** from arranging for **disconnection** of the **residential customer's** gas supply.

Recommendation 49

Amend clause 7.4(1)(a) as follows:

the **customer** has denied access for at least ~~42~~ **9** consecutive months;

Recommendation 50

Amend clause 7.6(2) as follows:

Subject to subclause (3), a **distributor** must not ~~perform a disconnection of~~ **disconnect** a **customer's supply address**—

[...]

- (b)(vi) it is not practicable for the **distributor** to ~~perform the disconnection~~ **disconnect** at any other time.

Recommendation 51

Amend clause 7.7(1)(a) as follows:

If a **customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer's supply address** requires **life support equipment**, the **retailer** must—

- (a) register the **customer's supply address** ~~and contact details~~ as a **life support equipment** address;
- (b) register the **life support equipment** required by the **customer** ~~and the customer's~~ **contact details**; [...]

Recommendation 52

- A. Delete reference to “life support equipment” from clause 7.7(2).
- B. Delete clause 7.7(1)(b).

Recommendation 53

Amend clause 7.7(2) as follows:

If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer**:
(a) that the person residing at the **customer's supply address** who requires **life support equipment** is changing **supply address**;

(b) that the **customer** is changing **supply address** but the person who requires **life support equipment** is not changing **supply address**;

(c) of a change ~~of the customer's supply address~~ in contact details, **life support equipment**, or

(d) that the **customer's supply address** no longer requires registration as a **life support equipment** address,

the **retailer** must -

~~(a)~~(e) register the change ~~of details~~;

~~(b)~~(f) notify the **customer's distributor** of the change ~~of details~~ -

(i) that same day, if the notification is received before 3pm on a **business day**;

or

(ii) no later than the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and

~~(e)~~(g) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

Recommendation 54

Amend clause 7.7(7)(a) as follows:

When [...] the **retailer's** and **distributor's** obligations under subclauses (1), ~~to (3), (4), (5) and~~ (6) terminate and the **retailer** or **distributor** (as applicable) must remove the **customer's** details from the **life support equipment** address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii): [...]

Recommendation 55

A. Replace reference to "customer" with "pre-payment meter customer" in clauses 9.4(1)(a), 9.4(3)(a), 9.9(1), 9.10(7) and 9.11(1).

B. Amend clause 9.4(4) as follows:

If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's that~~ **supply address** -

C. Amend clause 9.5(1) as follows:

If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **pre-payment meter customer's supply address** requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at ~~the customer's that~~ **supply address** and the **retailer** must, or must immediately arrange to -

D. Amend clause 9.5(2) as follows:

If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's that~~ **supply address** as soon as possible and in any event no later than -

E. Amend clause 9.9(4)(c) as follows:

refund ~~the customer~~ any charges paid by the **pre-payment meter customer** pursuant to this clause for the testing of the **pre-payment meter**.

F. Amend clauses 9.11(2)(c), (d) and (e) as follows:

the **retailer** must use best endeavours to **contact** the **pre-payment meter customer** as soon as is reasonably practicable to provide -

(c) the information referred to in clauses 2.3 and 2.4 ~~to the customer~~;

(d) information about the different types of **meters** available to the **pre-payment meter customer**;

-
- (e) information about and referral to relevant **customer** financial assistance programmes, and/or

Recommendation 56

Delete clause 9.2(3).

Recommendation 57

Amend clause 9.3(2) as follows:

No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give, [or make available to](#) the **residential customer** at no charge—

Recommendation 58

Delete clause 9.3(2)(d).

Recommendation 59

Amend clause 9.3(5) as follows:

A **retailer** must, within 10 **business days** of the change, [use reasonable endeavours to](#) notify a **pre-payment meter customer** in writing or by electronic means if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).

Recommendation 60

Amend clause 9.6(a) as follows:

[A retailer must ensure that a p](#)~~Pre-payment meter customers will have~~ [has](#) access to emergency credit of \$20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the **pre-payment meter service** will be **de-energised**.

Recommendation 61

Amend clause 9.10(7) as follows:

- (7) Where an amount referred to in subclause (2) is less than \$~~45~~[100](#) the **retailer** may –

Recommendation 62

A. Amend clause 9.11(1)(a) as follows:

A **retailer** must give reasonable consideration to a request by -

- (a) a **residential pre-payment customer** that informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or [...]

B. Amend clause 9.11(2)(a) as follows:

Notwithstanding the obligations under clause 6.10, a **retailer** must ensure that -

- (a) where a **residential pre-payment customer** informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or [...]

Recommendation 63

Amend clause 9.11 as follows:

- (1) [...]
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
 - (a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,
subject to subclause (3), the **retailer** must use best endeavours to **contact** the **customer** as soon as is reasonably practicable to provide –
 - (c) the information referred to in clauses 2.3 and 2.4 to the **customer**;
 - (d) information about the different types of **meters** available to the **customer**;
 - (e) information about and referral to relevant **customer** financial assistance programmes, and/or
 - (f) referral to **relevant consumer representative organisations**; and/or
 - (g) information on independent financial and other relevant counselling services.
- (3) Where the **retailer** has identified a **residential pre-payment meter customer** pursuant to subclause (2)(b), a **retailer** is not required to contact the **residential customer** and provide the information set out in subclauses (2)(c)-(g) if the **retailer** has provided the **residential pre-payment meter customer** with that information in the preceding 12 months.
- (4) The information to be provided in subclause (2) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

Recommendation 64

Delete clause 9.11(2)(c).

Recommendation 65

Amend clause 10.1(1) as follows:

A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs ~~as soon as practicable after the variation is published and, in any event,~~ no later than the next bill in a **customer's billing cycle**.

Recommendation 66

Amend clause 10.4 as follows:

A **retailer** must give, or make available to a **customer** on request, at no charge, general information on –

Recommendation 67

Delete the words “and no more than twice a year” from clause 10.7(2)(a).

Recommendation 68

Delete clause 10.10(3).

Recommendation 69

Amend clause 10.11(2)(d) as follows:

- (d) the bill and bill related information (including, for example, the notice referred to in clause 4.2(~~5~~)(3) and statements relating to an *instalment plan*);

Recommendation 70

Replace the reference to “AS ISO 10002-2006” in clause 12.1(2)(a) with “AS/NZS 10002:2014”.

2 Public consultation by the ECCC

The Act requires that the ECCC undertake consultation with interested parties and consider any submissions made before providing its advice to the Authority. The ECCC published its Draft Review Report on 14 September 2015 and advertised the public consultation period in *The West Australian* newspaper and by email to those registered with the ERA to receive communication regarding the ECCC.

A period of four weeks was provided for public consultation on the Draft Review Report, with the date for submissions closing on 12 October 2015. Submissions were received from the following:

- Alinta Energy
- Horizon Power
- Kleenheat
- Synergy
- Western Power

The submissions can be found in **Attachments 4 – 8** of this report.

3 Explanation of recommended changes

3.1 Electricity Market Review

On 6 March 2014, the Minister for Energy launched the Electricity Market Review (**EMR**). The EMR aims to assess the need for reform in the electricity sector in light of the high and increasing costs of electricity services.

The objectives of the EMR are as follows:

- Reducing costs of production and supply of electricity and electricity related services, without compromising safe and reliable supply;
- Reducing Government exposure to energy market risks, with a particular focus on having future generation built by the private sector without Government investment, underwriting or other financial support; and
- Attracting to the electricity market private-sector participants that are of a scale and capitalisation sufficient to facilitate long-term stability and investment.

The EMR consists of two phases, as set out in sections 3.1.1 and 3.1.2 below.

3.1.1 Phase 1

The focus of phase 1 was to assess the strengths and weaknesses of the current industry structure, market institutions and regulatory arrangements and to examine options for reform to better achieve the EMR objectives.

Phase 1 was carried out by a Steering Committee comprising an independent Chair, the Deputy Director General of the Department of Finance (Public Utilities Office), and the Deputy Director General of Strategic Policy at the Department of State Development.

In August 2014, the Steering Committee released a discussion paper. The discussion paper outlined some of the main problems in the electricity industry and introduced some preliminary options for reform to combat these problems. The Committee received 51 submissions in response to the discussion paper, with varying levels of support for different types of reform.

In December 2014, the Steering Committee provided an options paper to the State Government which included 14 recommendations. Copies of the discussion paper and options paper are available from the Department of Finance, Public Utilities Office's website¹.

3.1.2 Phase 2

Upon consideration of the options paper, the Minister for Energy announced a number of reforms to the WA electricity industry.

¹http://www.finance.wa.gov.au/cms/Public_Utilities_Office/Electricity_Market_Review/Electricity_Market_Review_-_Phase_1.aspx

One of the main reforms proposed by Government is the introduction of full retail contestability for residential and small business customers. In this regard, the Minister for Energy has noted:

Subject to adequate consumer protection mechanisms being established, households and small businesses should have the same opportunity for choice and better prices in their purchase of electricity services. It is also expected that Synergy will be free to retail gas to small business and residential consumers once full retail contestability is introduced.²

The introduction of full retail contestability is scheduled for mid-2018 as the Government subsidy for the electricity market is expected to be reduced to zero by that time.

Other major reforms include the transfer of the regulation of Western Power's electricity network from the Authority to the Australian Energy Regulator, and changes to WA's wholesale electricity market to increase transparency and efficiency.³

The reforms will be carried out by a Steering Committee comprising representatives from the Public Utilities Office, Independent Market Operator, Department of Treasury, Synergy, Western Power, the State Solicitor's Office and the Department of State Development. The Steering Committee will be supported by a Project Office based within the Department of Finance's Public Utilities Office.

The Steering Committee will be responsible for preparing detailed designs of the proposed reforms. The Steering Committee will refer its final designs to Government for its consideration. Government is expected to decide progressively over 2015/16 and 2016/17 which designs will be implemented.

3.1.3 Impact of EMR on Code review process

Although Government has announced a number of proposed reforms, at this stage it is unclear which reforms will eventually be implemented and what the exact details of those reforms will be. In view of this uncertainty, the ECCC has decided not to take account of the proposed reforms in its consideration of the issues raised in this report.

² Minister for Energy, Government energised for electricity reform, Media Statement, 24 March 2015, <http://www.mediastatements.wa.gov.au/pages/StatementDetails.aspx?listName=StatementsBarnett&StatId=9242>

³ Further information regarding the proposed reforms and reform process is available at: http://www.finance.wa.gov.au/cms/Public_Utility_Office/Electricity_Market_Review/Electricity_Market_Review_-_Phase_2.aspx

3.2 General

3.2.1 General – Premises vs Supply Address

The Code includes the following definitions for “premises” and “supply address”:

“**premises**” means premises owned or occupied by a new or existing **customer**.

“**supply address**” means the **premises** to which electricity was, is or may be supplied under a **contract**.

Within Parts 2 to 13, the term “premises” is only used in clause 2.6 which relates to canvassing, and the explanatory note under clause 3.1. All other clauses refer to “supply address”.

However, within Part 1 the term “premises” is used in a number of the definitions.

The ECCC recommends that the term “supply address” be used where the clause relates to the supply of electricity, and the term “premises” where no supply has (yet) occurred (e.g. in the case of marketing).

This would result in the following changes:

“**collective customer**” means a customer –

- (a) who receives a single bill from the **retailer** for electricity supplied at two or more **premises supply addresses**; or
- (b) who is supplied electricity from the same **retailer** at multiple sites at ~~the~~ **customer’s premises a single supply address**.

“**consumption**” means the amount of electricity supplied by the **retailer** to the **customer’s premises supply address** as recorded by the **meter**.

“**de-energise**” means the removal of the supply voltage from the **meter** at the **premises supply address** while leaving the **premises supply address** attached.

“**energy efficiency audit**” means an audit for the purpose of identifying energy usage and opportunities for energy conversation within a **premises supply address**.

“**re-energise**” means to restore the supply voltage to the meter at the **premises supply address**.

Recommendation 1

Replace “premises” with “supply address” in the following definitions included in clause 1.5:

- collective customer
- consumption
- de-energise
- energy efficiency audit⁴
- re-energise

⁴ Please note that this definition is proposed to be deleted (paragraph 5.5 below).

3.2.2 *Typographical corrections*

There are a number of minor typographical errors and inconsistencies throughout the Code that the ECCC considers would be beneficial to address. The proposed amendments are set out in **Attachment 3**.

A large number of the inconsistencies relate to:

- The use of the words “if” and “where”. The Code uses “if” and “where” interchangeably. The ECCC recommends that the word “if” be used consistently throughout.
- The use of the words “a” and “the”. The ECCC recommends that, where appropriate, the first reference in each (sub)clause to a retailer or customer should refer to “a retailer” or “a customer” and any subsequent references should be to “the retailer” or “the customer”.
- The use of the words “under” and “pursuant”. The Code uses “under” and “pursuant” interchangeably. As “under” is used more frequently, the ECCC recommends that “pursuant” be replaced with “under” where relevant.

Recommendation 2

Amend the minor typographical errors and inconsistencies shown in **Attachment 3** of this Final Review Report.

3.2.3 *Use of ‘Not Used’*

As part of this Code review, the ECCC has recommended the deletion of a number of clauses. The ECCC recommends that where, due to the deletion of a (sub)clause, a (sub)clause is no longer used, the (sub)clause should be marked ‘not used’. This will provide consistency with the clause numbering practices of other codes, such as the *Electricity Industry (Metering) Code 2012*, and will facilitate the auditing process.

Recommendation 3

Mark (sub)clauses which are no longer in use as ‘not used’.

3.3 **Part 1 - Preliminary**

3.3.1 *Clause 1.5 – Definition of complaint*

Standards Australia has issued new guidelines for complaint management in organisations (AS/NZS 10002:2014). The Standard includes the following new definition of “complaint”:

Expression of dissatisfaction made to or about an organization, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required.

Recommendation 4

Amend the definition of “complaint” in clause 1.5 to be consistent with the definition of “complaint” included in AS/NZS 10002:2014, *Guidelines for complaint management in organizations*.

3.3.2 *Clause 1.5 – Definition of door to door marketing*

The term “door to door marketing” is no longer used in the Code. The ECCC therefore recommends that the term be deleted from the list of definitions in clause 1.5.

Recommendation 5

Delete the definition of “door to door marketing” from clause 1.5.

3.3.3 *Clause 1.5 – Definition of Electricity Retail Corporation*

As a result of the merger between the “Electricity Retail Corporation” (trading as Synergy) and the Electricity Generation Corporation (trading as Verve Energy) in 2014, the definition for the “Electricity Retail Corporation” in the Code should be changed to the “Electricity Generation and Retail Corporation”.

Recommendation 6

Amend the definition of “Electricity Retail Corporation” to refer to the “Electricity Generation and Retail Corporation”

3.3.4 *Clause 1.5 – Definition of electronic means*

The definition of “electronic means” reads as follows:

“**electronic means**” means the internet, email, facsimile or other similar means but does not include **telephone**.

Short Message Service (SMS) is a text messaging service component of phone, Web, or mobile communication systems.

The sending of a text message, or SMS, generally occurs by phone which raises the question as to whether the sending of SMS falls under the definition of “electronic means” and/or “telephone”.

The ECCC understands that the sending of an SMS is covered by the definition of “electronic means”; but not by the definition of “telephone” as this definition specifically refers to a device used to transmit and receive voice frequency signals. In the interest of clarity, the ECCC recommends that reference to SMS is included in the definition of “electronic means”.

Recommendation 7

Extend the definition of “electronic means” to include reference to SMS.

Clauses 4.4, 9.3 and 9.11 further refer to the undefined term “electronic address”. The ECCC recommends that this term is replaced with “email address” for reasons of clarity.

Recommendation 8

Replace the term “electronic address” in clauses 4.4, 9.3 and 9.11 with “email address”.

3.3.5 Clause 1.5 – Definition of energy efficiency audit

As part of the 2013 review of the Code, the requirement on retailers to provide information relating to energy efficiency audits was removed from the Code. However, the definition of “energy efficiency audit” was inadvertently retained.

As the term “energy efficiency audit” is no longer used in the Code, the ECCC recommends it is deleted from the Code.

Recommendation 9

Delete the definition of “energy efficiency audit” from clause 1.5.

3.3.6 Clause 1.5 – Definition of instalment plan

The definition of “instalment plan” in the Code is as follows:

“instalment plan” means an arrangement between a **retailer** and a **customer** to assist the **customer** to remain connected, reduce its arrears and minimise the risk of the **customer** getting into further debt where the **customer** pays in arrears or in advance and continued usage on its account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account the **customer’s** capacity to pay. It does not include **customers** using a payment plan as a matter of convenience or for flexible budgeting purposes.

The definition of instalment plan makes reference to a payment plan, however the phrase “payment plan” is not used elsewhere in the Code nor is it defined. The ECCC recommends that “payment plan” is replaced with “instalment plan”.

Recommendation 10

In the definition of “instalment plan”, replace the words “payment plan” with “instalment plan”.

3.3.7 Clause 1.5 – Definition of Metering Code

The definition of “Metering Code” in the Code refers to the *Electricity Industry (Metering) Code 2005*. However, this Code has been replaced with the new *Electricity Industry (Metering) Code 2012*.

The definition also includes the words “as amended or replaced”, however, these words are not included in the definitions of any other Acts or Regulations. The ECCC notes that, under clause 1.4(3) of the Code, a reference to a document includes any amendments or replacements of that document. Therefore, the words “as amended or replaced” are superfluous.

For reasons of consistency, the ECCC recommends amending the definition of “Metering Code” as follows:

“Metering Code” means the *Electricity Industry (Metering) Code* [2012](#) ~~2005 as amended or replaced~~.

Recommendation 11

Amend the definition of “Metering Code” as follows:

“**Metering Code**” means the *Electricity Industry (Metering) Code* ~~2012-2005 as amended or replaced~~.

3.3.8 Clause 1.10 – Variation from the Code

Clause 1.10 provides that a retailer and a customer may agree that certain clauses⁵ will not apply, or may be amended, in a non-standard contract.

In addition, a number of clauses⁶ specify that a customer and a retailer may agree to a different service standard than the standard specified in the Code. For example, clause 4.5(1), which sets out what information must be included on a bill, provides “unless the customer agrees otherwise”; thereby allowing a customer and retailer to agree that certain information does not have to be included on the customer’s bill. Where the ability to vary a service standard is specified in the clause, it applies to customers both on standard form contracts and on non-standard contracts.

The ECCC considers that additional flexibility should be given to customers on standard form contracts to allow customers and retailers to agree to service standards different from those specified in the Code in relation to the following clauses⁷:

- **Clause 5.1 – Due dates for payment:** The ECCC recommends that a customer and retailer should be able to agree to a payment due date which is longer or shorter than 12 business days.
- **Clause 5.2 – Minimum payment methods:** The ECCC recommends that a customer and retailer should be able to agree to fewer or different payment methods than those specified in the Code.
- **Clause 5.4 – Payment in advance:** The ECCC recommends that a customer and retailer should be able to agree to a minimum payment amount which is less or more than \$20.
- **Clause 5.7 – Vacating a supply address:** The ECCC recommends that a retailer and a customer should be able to agree to a shorter or longer notification period than the period specified in the Code.

The drafting for these clauses is set out in mark-up in **Attachment 1**.

Recommendation 12

Amend clauses 5.1, 5.2, 5.4 and 5.7 to allow a retailer and a customer to agree to a service standard different from that set out in the Code.

⁵ Clauses 4.1; 4.2; 5.1; 5.2; 5.4; 5.7 and 8.1.

⁶ Clauses 3.1(2); 4.1(a)(i); 4.2(2); 4.3(2)(c); 4.3(2)(d); 4.5(1); 4.14(2); 6.4(3)(b); 14.7(1)(c) and 14.7(2)(c). The service standards set out in these clauses can be varied both for customers on a standard form contract *and* for customers on a non-standard contract.

⁷ It is noted that these clauses may already be varied in a non-standard contract under clause 1.10.

3.4 Part 2 – Marketing

3.4.1 Definition of electricity marketing agent and the Housing Authority

Customers in public housing are often assisted by the Housing Authority to establish an electricity account, in particular in rural areas. The assistance provided by the Housing Authority to tenants falls within the definition of an electricity marketing agent in the Code due to the fact the activities of Housing Authority staff is captured in the definition of marketing (“*includes engaging or attempting to engage in [...] negotiations for, or dealings in respect of, a contract for the supply of electricity to a customer...*”). Recognising that the service provided by the Housing Authority is to assist customers, the ECCC recommends amending the definition of electricity marketing agent to exclude the Housing Authority.

Part 2 of the Code outlines the information that a retailer or electricity marketing agent must give to a customer. The obligations under Part 2 will fall on the retailer if the Housing Authority is excluded from the definition of electricity marketing agent, therefore customers will still be provided with the necessary information regarding contracts etc.

Recommendation 13A

Amend the definition of **electricity marketing agent** as follows:

“**electricity marketing agent**” means –

- (a) a person who acts on behalf of a **retailer** –
 - (i) for the purpose of obtaining new **customers** for the licensee; or
 - (ii) in dealings with existing **customers** in relation to **contracts** for the supply of electricity by the licensee;
- (b) a person who engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; or
- (c) a representative, agent or employee of a person referred to in subclause (a) or (b),

but does not include a person who is a **customer** representative or the **Housing Authority**.

Recommendation 13B

Insert a definition of **Housing Authority** as follows:

“**Housing Authority**” means the body corporate in existence pursuant to section 6 of the *Housing Act 1980*.

3.4.2 Clause 2.4(2) – Contact by telephone

Clause 2.4(2) requires a retailer or electricity marketing agent to ensure that a customer is able to contact the retailer or electricity marketing agent on the retailer’s or electricity marketing agent’s telephone number during the normal business hours of the retailer or electricity marketing agent for the purposes of enquiries, verifications and complaints.

In recognition of the fact that retailers can no longer only be contacted by telephone but also electronically (such as by email, live chat, Facebook or SMS), the ECCC recommends that the words “telephone number” be replaced with “contact details, including telephone number,”. The words “including telephone number” aim to clarify that a customer will still be able to contact a retailer by telephone.

Recommendation 14

Amend clause 2.4(2) as follows:

A **retailer** or **electricity marketing agent** must ensure that a **customer** is able to **contact** the **retailer** or **electricity marketing agent** on the **retailer's** or **electricity marketing agent's** [contact details, including telephone number](#), during the normal business hours of the **retailer** or **electricity marketing agent** for the purposes of enquiries, verifications and **complaints**.

3.4.3 Clause 2.5(2)(b) – Face to face contact

Clause 2.5(2)(b) requires that a retailer or electricity marketing agent who meets with a customer face to face for the purposes of marketing, provide the customer as soon as practicable with certain information in writing. This includes the retailer's or electricity marketing agent's first name, marketing identification number, the retailer's name, the retailer's complaints telephone number, and the telephone number of the electricity ombudsman.

The ECCC recommends that this information should only have to be provided upon the customer's request. The ECCC notes that retailers and marketing agents who, in the course of marketing, meet with a customer face to face will continue to be required to wear an identity card.⁸

Recommendation 15

Amend clause 2.5(2)(b) as follows:

A **retailer** or **electricity marketing agent** who meets with a **customer** face to face for the purposes of **marketing** must [...]

(b) ~~as soon as practicable~~, provide the **customer**, in writing –

- (i) his or her first name;
- (ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);
- (iii) the name of the **retailer** on whose behalf the **contact** is being made;
- (iv) the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
- (v) the business address and Australian Business or Company Number of the **retailer** on whose behalf the **contact** is being made; and
- (vi) the **telephone** number of the **electricity ombudsman**,
[as soon as practicable following a request by the customer for the information.](#)

⁸ Clause 2.5(2)(a) requires a retailer or electricity marketing agent who meets with a customer face to face for the purposes of marketing to wear a clearly visible and legible identity card that shows his or her first name, his or her photograph, his or her marketing identification number, and the name of the retailer on whose behalf the contact is being made.

3.5 Part 4 – Billing

3.5.1 Clause 4.1 – Issuing a bill

Under the current drafting of clause 4.1, a retailer must obtain a customer's verifiable consent to issue bills more or less frequently than the regulated timeframes of more than once a month, or less than once every three months, subject to the stated exceptions. This can prove to be problematic if, within a month of receiving their most recent bill, a customer requests a final bill or to change supply address, as the retailer would be required to obtain the customer's verifiable consent to issue the bill (as it would otherwise contravene the restriction on issuing bills more than once a month).

In this situation, given the request is initiated by the customer, the ECCC considers it unnecessary to require the customer's informed consent to issue a bill and therefore recommends that clause 4.1 be amended.

Recommendation 16

Amend clause 4.1 as follows:

A **retailer** must issue a bill –

- (a) no more than once a month, unless the **retailer** has –
 - (i) obtained a **customer's verifiable consent** to issue bills more frequently; ~~or~~
 - (ii) given the **customer** –
 - (A) a **reminder notice** in respect of 3 consecutive bills; and
 - (B) notice as contemplated under clause 4.2; ~~and/or~~
 - (iii) received a request from the **customer** to change **supply address** or issue a final bill, in which case the **retailer** may issue a bill more than once a month for the purposes of facilitating the request; and

3.5.2 Clause 4.4 – Address used for issuing a bill

Under clause 4.4 of the Code the default address to be used by a retailer when issuing a bill is the customer's supply address, unless the customer has nominated another address or an email address.

This situation creates a burden on a retailer to first advise a customer that the default address for issuing a bill is the customer's supply address, before asking the customer if they wish to nominate an alternative address to which their bill will be issued.

The ECCC recommends amending clause 4.4 to remove the customer's supply address as the default address for issuing a bill; instead, the address to which a bill will be issued will be the address nominated by the customer. This provides the customer with the freedom and flexibility to nominate the service that is most suitable for their circumstances as they will be able to nominate an email address, a supply address or a postal address.

This will also remove the need for a retailer to advise a customer that the default address is the customer's supply address, as the customer will have nominated the address to which the bill is issued.

Recommendation 17

Amend clause 4.4 as follows:

A **retailer** must issue a bill to a **customer** at the address nominated by the customer, which may be an email address~~customer's supply address, unless the customer has nominated another address or an electronic address.~~

3.5.3 Clause 4.5(1) – Subject to subclause (k)

This clause reads “Unless the customer agrees otherwise, subject to subclause (k), a retailer must include at least the following information on a customer’s bill –”.

The ECCC considers the current reference of “subject to subclause (k)” not to be particularly clear. The ECCC recommends that the words “, subject to subclause (k)” be deleted from clause 4.5(1) and that, instead, the words “if applicable,” are inserted in subclause (k).

Recommendation 18

Amend clause 4.5(1) as follows:

Unless the **customer** agrees otherwise, ~~subject to subclause (k),~~ a **retailer** must include at least the following information on a **customer’s** bill – [...]

(k) if applicable, the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;

3.5.4 Clause 4.5(1)(c) – Meter readings on the bill

This clause requires a retailer to include on the bill:

if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –

- (i) the current **meter** reading or estimate; and
- (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;

The use of the word “and” at the end of subclause (i) implies that the bills of time of use customers should include both a single meter reading and separate meter readings for each time band. Although technically some meters may be able to provide a single meter reading by adding up the meter readings for each time band, there is little value in doing so for either the customer or the retailer.

The ECCC therefore recommends that the word “and” at the end of subclause (i) is replaced with “or”.

The ECCC notes that all bills will continue to include either the total meter reading or meter reading per time band **and** the customer’s total consumption and, if applicable, the customer’s consumption per time band. The proposed amendment will therefore not affect a customer’s ability to verify their bill.

Recommendation 19⁹

Amend clause 4.5(1)(c) as follows:

Unless the **customer** agrees otherwise, subject to subclause (k), a **retailer** must include at least the following information on a **customer's** bill – [...]

(c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –

(i) the current **meter** reading or estimate; ~~and~~ or

(ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**,

3.5.5 Clause 4.5(1)(bb), 4.5(1)(cc) and 10.11(2)(c) – Special needs

Clauses 4.5(1)(bb) and clause 10.11(2)(c) currently require a retailer and distributor to include the National Interpreter Symbol together with the words “Interpreter Services” on certain documentation. The Code does not require retailers and distributors to also include the relevant telephone number for interpreter services.

The ECCC recommends that retailers and distributors should also be required to include the telephone number for interpreter services on the bill, reminder notice and disconnection warnings.

Recommendation 20

A. Amend clause 4.5(1)(bb) as follows:

with respect to **residential customers**, the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with~~ and the words “Interpreter Services”;

B. Amend clause 10.11(2)(c) as follows:

the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with~~ and the words “Interpreter Services”,

The ECCC further recommends that the word “retailer’s” be deleted from clause 4.5(1)(cc). Whilst some retailers provide a direct TTY service (and hence have their own designated telephone number that customers requiring TTY services can contact them on) the majority of retailers choose to list the TTY service number of the National Relay Service. A relay officer at the National Relay Service will then call the retailer on the customer’s behalf and relay the call.

The proposed amendment to clause 4.5(1)(cc) provides a retailer with the flexibility to provide a TTY service directly or utilise the services of the National Relay Service.

Recommendation 21

Amend clause 4.5(1)(cc) as follows:

the ~~retailer's~~ **telephone number** for **TTY** services; and

⁹ Note that the drafting of this recommendation will be affected if Recommendation 18 is adopted (the words “subject to subclause (k)” will be deleted).

3.5.6 **Clause 4.6(1)(c) – Basis of a bill for type 7 connection points**

According to clause 4.6(1)(c) of the Code the basis of a bill for a Type 7 connection point must be as outlined in the metrology procedure or Metering Code. The outlined method is based on a calculation of energy. The Energy Operators (Electricity Generation and Retail Corporation (Charges) By-laws 2006, however, sets out a charging method of cents per day. The ECCC recommends amending clause 4.6(1)(c) to remove this conflict.

Recommendation 22

Amend clause 4.6(1)(c) as follows:

(c) if the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code** or otherwise as set out in any applicable law.

3.5.7 **Clause 4.8(2) – Estimations on bill**

Clause 4.8(2) requires a retailer who has based a bill upon an estimation to specify on the bill “in a visible and legible manner” certain information. The ECCC considers the term “visible and legible” to be somewhat meaningless. It would be difficult to envisage a situation where information specified on the bill is not visible or legible.

Recommendation 23

Amend clause 4.8(2) as follows:

If a **retailer** bases a bill upon an estimation, the **retailer** must clearly specify ~~in a visible and legible manner~~ on the **customer’s** bill that –

3.5.8 **Clause 4.8(2)(c)(i) – Verification of a meter reading**

Clause 4.8(2)(c)(i) provides that if a bill is based upon an estimation, the retailer must specify on the bill that the customer may request a verification of a meter reading.

The ECCC notes that clause 4.8 only applies to bills based upon estimations. However subclause (i) refers to a “verification of a metering reading”, which implies that a meter reading is available. This appears inconsistent. The ECCC therefore recommends that subclause (i) be amended allow for verifications of energy data.

Energy data is defined under the Metering Code and includes estimated or substituted energy data. The Metering Code also contains an obligation on distributors to verify energy data upon a retailer’s request.

Recommendation 24

A. Amend clause 4.8(2)(c)(i) as follows:

(c) the **customer** may request –
(i) a verification of energy data ~~a meter reading~~;

B. Include the following new definition in clause 1.5:

“**energy data**” has the same meaning as in the **Metering Code**.

3.5.9 Clause 4.8 – Estimations

Clause 4.8 requires a retailer to specify on a customer's bill if the bill is based upon an estimation. At times a retailer may need to give a customer a bill which is based on a combination of estimated data and actual data. The Code does not specify whether such bills should be classified as an estimated bill or not.

The ECCC recommends inserting a new subclause into clause 4.8 to specify that where the estimated data exceeds the actual data (and the actual data is not able to be obtained) a customer's bill for that billing period will be deemed to be an estimated bill.

Recommendation 25

A. Insert the following subclause into clause 4.8

(4) For the purpose of this clause, where the *distributor's* or *metering agent's* reading of the *meter* at the *customer's supply address* is partly based on estimated data, then subject to any applicable law:

(a) where the number of estimated *interval meter* readings exceeds the number of actual *interval meter* readings; and

(b) the actual *energy data* cannot otherwise be derived,
for that billing period, the bill is deemed to be an estimated bill.

B. Include the following new definition in clause 1.5:

"*interval meter*" has the same meaning as in the *Metering Code*.

3.5.10 Clause 4.17(2)(d) – Interest on undercharged amounts

Clause 4.17(2)(d) precludes a retailer from charging interest or late payment fees on undercharged amounts. The prohibition applies irrespective of whether it is the retailer's first request for payment, or whether the retailer has made numerous requests for payment and the customer continues to refuse to pay the outstanding amount.

The ECCC recommends amending clause 4.17 to allow retailers to charge interest or late payment fees if customers, after the initial request for payment, continue to refuse to pay the undercharged amount.

The ECCC notes that the recommended amendment to clause 4.17(2)(d) would not override the general prohibitions on the charging of late payment fees set out in clause 5.6. This means, for example, that retailer would still not be able to charge a late payment fee if the customer has made a complaint which remains unresolved or is on an instalment plan.

Recommendation 26

Amend clause 4.17(2) as follows:

(2) If a *retailer* proposes to recover an amount *undercharged* as a result of an error, defect or default for which the *retailer* or *distributor* is responsible (including where a *meter* has been found to be defective), the *retailer* must –

[...]

(d) subject to subclause (3), not charge the *customer* interest on that amount or require the *customer* to pay a late payment fee; and

(e) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.

(3) If, after notifying a **customer** of the amount to be recovered in accordance with subclause (2)(c), the **customer** has failed to pay the amount to be recovered by the due date and has not entered into an **instalment plan** under subclause (2)(e), a **retailer** may charge the **customer** interest on that amount or require the **customer** to pay a late payment fee.

3.5.11 Clause 4.17– Undercharging due to customer’s actions

Clause 4.17(2) sets out what a retailer must do if a customer has been undercharged as a result of an error, defect or default for which the retailer or distributor is responsible, and the retailer intends to recover the amount undercharged. Amongst other things, the retailer must limit the amount to be recovered to the last 12 months.

The ECCC notes that there is some uncertainty as to whether a failure by a distributor to obtain an actual meter reading at least once every 12 months¹⁰ due to the customer failing to provide access, constitutes a default for which the distributor is responsible.

The ECCC understands that some customers deliberately fail to provide access to the meter for a prolonged period of time, sometimes for several years. In these cases, the distributor will be unable to take an actual meter reading. As a result, the retailer will have to base its bills on estimates or on the customer’s reading of the meter, both of which could be subject to error. If the estimate is lower than the amount actually consumed, the retailer will try to recover the amount undercharged.

A retailer would not be able to recover that part of the amount undercharged that occurred over 12 months ago if any failure to read a meter, regardless of the cause, is considered a default by the distributor. This appears unreasonable if the failure to read the meter, and the resulting undercharge, were a direct result of the customer’s actions.

The ECCC recommends clause 4.17 be amended to clarify that failure by a distributor to obtain an actual meter read due to the customer failing to provide access to the meter does not constitute a “default” by the distributor.

Recommendation 27¹¹

Amend clause 4.17 by inserting a new subclause (4) as follows:

(4) For the purpose of subclause (2), an **undercharge** that has occurred as a result of a **customer** denying access to the **meter** is not an **undercharge** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible.

3.5.12 Clause 4.18 and 4.19

Clauses 4.18(6) and 4.19(5) specify how a retailer may repay an amount overcharged or adjustment if the amount is less than \$75. Subclause (b) of both these clauses

¹⁰ As required under clause 5.4 of the Metering Code.

¹¹ Recommendation 26 is recommending the addition of new subclause (3) hence the addition of a new subclause under this recommendation will be numbered subclause (4).

provides that the retailer may “credit the amount to the customer’s account (in which case subclause (3) applies as if the customer instructed the retailer to credit the customer’s account)”.

The ECCC considers the current wording to be unnecessarily complex and recommends the following amendment to clauses 4.18(6)(b) and 4.19(5)(b):

credit the amount to the **customer’s next bill account** ~~(in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer’s** account).~~

In addition, the ECCC recommends deleting the words “notwithstanding subclause (2)” from clauses 4.18(6) and 4.19(5) as, in both clauses, subclause (2) already provides that it is subject to subclause (6) and subclause (5) respectively.

For the purposes of clauses 4.18(6) & (7) and clauses 4.19(5) & (7), if a retailer owes a customer \$75 or less, the retailer may directly credit the amount to the customer’s account. The ECCC recommends increasing the threshold to \$100.

Additionally, subclauses 4.18(7)(b) and 4.19(7)(b) provide that retailers may use an overcharged amount or adjustment to offset a debt owed by a customer, unless the customer is experiencing payment difficulties or financial hardship, **or** the customer is making payments under an alternative payment arrangement under Part 6 of the Code. As only customers who have been assessed as experiencing payment difficulties or financial hardship have to be offered a payment plan under Part 6, the ECCC considers subclause (b) to be superfluous. The ECCC therefore recommends that subclauses 4.18(7)(b) and 4.19(7)(b) be deleted.

Lastly, the end of clause 4.18(7) reads “in accordance with subclause (2) or subclause (6) if the amount is less than \$75”. As currently drafted, the reference to \$75 could be taken to apply to both subclause (2) and (b). As the reference is only intended to apply to subclause (6), it may be clearer if clause 4.18(7) were amended as follows:

... in accordance with subclause (2) or, if the amount is less than \$75, subclause (6) ~~if the amount is less than \$75~~.

The same issue applies to clause 4.19(7).

The ECCC recommends that the words “if the amount is less than \$75” be deleted from clauses 4.18(7) and 4.19(7).

Recommendation 28

E. Amend clause 4.18(6) as follows:

Where the amount referred to in subclause (2) is less than ~~\$75~~100 the **retailer** may, ~~notwithstanding clause 4.18(2)~~, notify a **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –

- (a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
- (b) credit the amount to the **customer’s next bill account** ~~(in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer’s** account).~~

F. Amend clause 4.19(5) as follows:

Where the amount referred to in subclause (2) is less than ~~\$75~~\$100 the **retailer** may, ~~notwithstanding clause (2),~~ notify a **customer** of the **adjustment** by no later than the next bill after the **meter** is read, and –

- (a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
- (b) credit the amount to the **customer's next bill account** ~~(in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's account**).~~

G. Amend clause 4.18(7) as follows:

Where the **customer** has been **overcharged** by the **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** –

~~(a) experiencing **payment difficulties** or **financial hardship**; or~~

~~(b) making payments under an alternative payment arrangement under Part 6,~~

the **retailer** may, with written notice to the **customer**, use the amount of the **overcharge** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (6) ~~where the amount is less than \$75.~~

H. Amend clause 4.19(7) as follows:

Where the amount of the **adjustment** is an amount owing to the **customer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** –

~~(a) experiencing **payment difficulties** or **financial hardship**; or~~

~~(b) making payments under an alternative payment arrangement under Part 6,~~

the **retailer** may, with written notice to the **customer**, use the amount of the **adjustment** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (5) ~~where the amount is less than \$75.~~

3.6 Part 5 – Payment

3.6.1 Clause 5.2(e) – Paying by telephone

As part of the 2014 review of the Gas Compendium, the Authority amended clause 5.2 by adding reference to debit cards to subclause (e).

The ECCC recommends that clause 5.2(e) be amended consistent with clause 5.2(e) of the Gas Compendium.

Recommendation 29

Amend clause 5.2(e) as follows:

(e) by **telephone** by means of credit card or debit card.

3.6.2 Transfer of debt

There may be circumstances where a customer and another account holder wish to transfer the debt from the customer to the other account holder (e.g. family members). However, the Code does not allow a customer to transfer a debt to a different account holder.

The ECCC recommends that a new clause be inserted in the Code that permits a customer to transfer a debt to a different account holder, provided the retailer and the different account holder both agree.

Recommendation 30

Insert the following new clause 5.9 in the Code:

5.9 Transfer of debt

If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.

3.7 Part 6 – Payment Difficulties & Financial Hardship

3.7.1 References to “independent financial counsellors” and “relevant consumer representative organisations”

Throughout Part 6 reference is made to “independent financial counsellors”, “financial counsellors” and “relevant consumer representative organisations”. The term “relevant consumer representative organisation” is defined as “an organisation that may reasonably be expected to represent the interests of residential customers who are experiencing payment difficulties or financial hardship”. The terms “independent financial counsellor” and “financial counsellor” are not defined.

The terms are used both concurrently and separately, for example:

Clause 6.2 - Temporary suspension of actions

- (1) If a **retailer** refers a **residential customer** to an independent financial counsellor or relevant consumer representative organisation under clause 6.1(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- (2) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and the **residential customer** –
 - (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to the **retailer** that the **residential customer** has made an appointment with a relevant consumer representative organisation to assess the **residential customer’s** capacity to pay or provides the **retailer** with an assessment from an independent financial counsellor or relevant consumer representative organisation,the **retailer** must not unreasonably deny the **residential customer’s** request.

The use of these terms both concurrently and separately implies that they fulfil different functions. However, it is unclear what these different functions are and whether they are necessary.

The ECCC therefore recommends replacing “financial counsellor”, “independent financial counsellor” and “relevant consumer representative organisations” with a new term: *relevant consumer representative*. This term follows the current definition of “relevant consumer representative organisation” but is expanded to also include financial counsellors.

Reference to “organisation” is further replaced with “person” to ensure the definition covers both an organisation and an individual.¹²

The new definition would not only capture financial counsellors (as defined under the *National Consumer Credit Protection Act 2009*), but also organisations such as Anglicare, St Vincent de Paul’s and The Salvation Army.

¹² Clause 1.4(2) of the Code provides that an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency, and vice versa.

Recommendation 31

- A. Define the amended term “relevant consumer representative” as follows:
- “**relevant consumer representative**” means a person who may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**, and includes financial counsellors.
- B. Replace references to “financial counsellor”, “independent financial counsellor” and/or “relevant consumer representative organisation” with the amended term “relevant consumer representative”.

3.7.2 Clause 6.1– Access to financial counsellors

Clause 6.1(1)(b) provides that, if a retailer cannot assess whether a customer is experiencing payment difficulties or financial hardship, the retailer may refer the customer to a financial counsellor or relevant consumer representative organisation to make the assessment.

The ECCC understands that, due to the sustained demand for financial counselling services, some customers are not be able to make an appointment within the 15 business days referred to in clause 6.2. Some financial counsellors have even resorted to only scheduling appointments one week out.

As part of the 2015/16 budget, the State Government has reduced the funding it provides for financial counselling services. This reduction in funding is likely to result in a decrease in the number of available financial counsellors; thereby further increasing the pressure on those counsellors that are still available.

In light of the limited availability of relevant consumer representatives (such as financial counsellors) the ECCC recommends the Code is amended to allow 5 business days for a retailer to assess whether a residential customer is experiencing payment difficulties or financial hardship. The ECCC hopes extending this timeframe will help to alleviate the pressure on relevant consumer representatives.

Recommendation 32

Amend clause 6.1(1) as follows:

If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) –

- (a) Within **35 business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
- (b) If the **retailer** cannot make the assessment within **35 business days**, refer the **residential customer** to an independent financial counsellor or **relevant consumer representative organisation** to make the assessment.

3.7.3 Clause 6.2(2) – Temporary suspension of actions

Clause 6.2(2) recognises that customers may not be able to meet with a financial counsellor immediately as waiting lists often apply. The clause provides for the

suspension of any disconnection or recovery actions for a minimum of 15 business days to provide the customer with sufficient time to see a financial counsellor.

However, the clause also provides a suspension “if the customer provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation”. It is unclear why the customer needs a suspension if the customer has already seen a financial counsellor and provided the retailer with the counsellor’s assessment.

The ECCC therefore recommends that the reference to an assessment from a financial counsellor is removed from clause 6.2(2)(b).

Recommendation 33

Amend clause 6.2(2) as follows:

- If ~~;~~ a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and ~~a~~ **the residential customer** –
- (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to the **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer’s** capacity to pay ~~or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation,~~
- the **retailer** must not unreasonably deny the **residential customer’s** request.

3.7.4 Clause 6.7 – Revision of alternative payment arrangements

Clause 6.7 currently includes three general references to clause 6.4(1). The ECCC recommends that the first general reference is replaced with a specific reference to subclause (b). The other two references in subclauses (a) and (b) could then be deleted.

Recommendation 34

Amend clause 6.7 as follows:

- If a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer’s** obligations under a previously elected payment arrangement under clause 6.4(1)(b), the **retailer** must give reasonable consideration to—
- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension ~~under clause 6.4(1)~~; or
 - (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan** ~~under clause 6.4(1)~~.

3.7.5 Clause 6.10(2)(d) – Reduction/waiver of debt

Clause 6.10(2)(d) provides that a hardship policy must:

include a statement that the **retailer** may reduce/waive debt

Clause 6.10(3)(d)(iv) provides that hardship procedures must include guidance:

on the reduction and/or waiver of fees, charges and debt; and

The current requirement that the hardship policy must include a statement that the retailer may reduce/waive debt, may set unrealistic expectations that retailers will waive a customer's full debt. In most cases, retailers will assist the customer by waiving fees or charges, or waiving part of the debt, but generally not the full debt. The ECCC considers it preferable to amend clause 6.10(2)(d) to state that the retailer may reduce and/or waive fees, charges and debt, consistent with clause 6.10(3)(d)(iv).

Recommendation 35

Amend clause 6.10(2)(d) as follows:

include a statement that the **retailer** may reduce and/or waive fees, charges and debt;

3.7.6 Clause 6.10(2)(f) – Overview of assistance

Clause 6.10(2)(f) provides that a hardship policy must:

include an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** and a statement that the **retailer** is able to provide further detail upon request

The assistance available under Part 6 of the Code covers a number of things, such as instalment plans and the provision of information. Although this assistance will be helpful to customers in financial hardship, the ECCC considers that not all of the assistance should have to be included in a hardship policy as some of it will already be communicated to customers in other ways or may be too complex to include in a hardship policy. In particular, the ECCC considers that the following assistance should not have to be included in a hardship policy:

- A statement that a customer can have their bill redirected at no charge to a third person
- A list of all the payment methods available to the customer
- A statement that there are different types of meters and/or tariffs available to the customer (as applicable)
- A statement that a customer may pay in advance

In relation to payment methods, the ECCC notes that the bill must already specify all of the available payment methods. Therefore, it may not be particularly helpful to also include these methods in a hardship policy. However, the ECCC considers it important that the hardship policy specifies that residential customers can pay via Centrepay.

Recommendation 36

Amend clause 6.10(2)(f) as follows:

include:

- (i) an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** (other than the **retailer's** requirement to advise the **customer** of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));
- (ii) that the **retailer** offers **residential customers** the right to pay their bill by **Centrepay**; and
- (iii) a statement that the **retailer** is able to provide further detail ~~up~~ upon request.

3.7.7 Clause 6.10(2)(g) – Concessions and grants

Clause 6.10(2)(g) requires retailers to include in their hardship policies an overview of any concessions and grants that may be available to the retailer’s customers. “Concessions” is defined in clause 1.5 as “a concession, rebate, subsidy or grant”. The reference to grants in clause 6.10(2)(g) therefore appears obsolete.

Recommendation 37

Amend clause 6.10(2)(g) as follows:

The **hardship policy** must [...] include an overview of any **concessions** ~~and grants~~ that may be available to the **retailer’s customers**;

3.7.8 Clause 6.10(2)(h) – Special needs

The current drafting of clause 6.10(2)(h) appears to suggest that only large print copies must meet the requirements of subclauses (i) to (iii). This is not the intent of the clause.

The ECCC recommends that the clause is amended as follows:

The **hardship policy** must [...]

- (h) ~~be available in large print copies and~~ include –
 - (i) The National Interpreter Symbol with the words “Interpreter Services”;
 - (ii) Information on the availability of independent multi-lingual services; and
 - (iii) Information on the availability of **TTY** services; ~~and~~
- (i) [...]; ~~and~~
- (j) be available in large print copies.

The text “be available in large print copies” has been moved to new subclause (j) to retain the current numbering as much as possible.

Recommendation 38

Amend clause 6.10(2)(h) as follows:

The **hardship policy** must [...]

- (h) ~~be available in large print copies and~~ include –
 - (i) The National Interpreter Symbol with the words “Interpreter Services”;
 - (ii) Information on the availability of independent multi-lingual services; and
 - (iii) Information on the availability of **TTY** services; ~~and~~
- (i) [...]; ~~and~~
- (j) be available in large print copies.

3.7.9 Clause 6.10(3)(b)(i) – Energy efficiency auditors

Clause 6.10(3)(b)(i) provides that hardship procedures must:

provide for the training of staff including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship**, energy efficiency auditors and field officers

In 2012, the State Government closed the Hardship Efficiency Program which offered energy efficiency audits. In the subsequent 2013 review of the Code, the ECCC

recommended that clauses 6.8(e)¹³ and 10.4(b)¹⁴ be deleted as they referred to energy efficiency audits. Consistent with these amendments, the ECCC recommends that reference to “energy efficiency auditors” is removed from clause 6.10(3)(b)(i).

Recommendation 39

Delete the words ‘energy efficiency auditors’ from clause 6.10(3)(b)(i).

3.7.10 **Clause 6.10(3)(c) – Guidance on treating customers sensitively and respectfully**

Clause 6.10(3)(c) provides that hardship procedures must:

include guidance on how **customers experiencing financial hardship** are to be treated sensitively and respectfully;

The ECCC considers it is not clear what information retailers would have to include in their hardship procedures to comply with this requirement. Members agreed that the most effective way of ensuring customers in financial hardship are treated with sensitivity and respect is through the training of staff. The ECCC therefore recommends that clause 6.10(3)(c) is deleted and the requirements from that clause are incorporated into clause 6.10(3)(b)(ii).

Recommendation 40

A. Delete clause 6.10(3)(c).

B. Amend clause 6.10(3)(b)(ii) as follows:

on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers experiencing financial hardship** ~~consistently with the obligation in subclause (3)(c)~~;

3.7.11 **Clause 6.10(5) – Records to be kept**

Currently, retailers must keep records on:

- (a) the relevant consumer representative organisations consulted on the contents of the hardship policy and hardship procedures;
- (b) the dates the hardship policy and hardship procedures were established;
- (c) the dates the hardship policy and hardship procedures were reviewed; and
- (d) the dates the hardship policy and hardship procedures were amended.

The ECCC recommends that this requirement is removed from the Code as there is no demonstrable need for retailers keeping this information.

¹³ Clause 6.8(e) of the 2012 Code used to read: “A retailer must advise a customer experiencing financial hardship of the energy efficiency information available to the customer, including the option to arrange for an energy efficiency audit.”

¹⁴ Clause 10.4(b) of the 2012 Code used to read: “A retailer must give a customer on request, at no charge, general information on [...] how a customer may arrange for an energy efficiency audit at the customer’s supply address; and [...]”

Recommendation 41

Delete clause 6.10(5).

3.7.12 Clause 6.10(6) – Submitting results of review

This clause provides that a retailer may at any time, or must if directed by the Authority, review its hardship policy and procedures and submit to the Authority the results of the review. The use of both the words “may” and “must” in the same sentence creates some uncertainty as to whether a retailer may or must submit the results of the review. The ECCC recommends the following amendment to clause 6.10(6):

~~The retailer may at any time, or must if~~ directed by the Authority, a retailer must review its hardship policy and procedures and submit to the Authority the results of that review within 5 business days after it is completed.

Under the proposed amendment, a retailer can still undertake a review on their own volition. However, if no amendments are made following a voluntary review, the retailer would not be required to submit the results of the review to the Authority. If amendments are made, the retailer would be required to submit a copy of its amended hardship policy under clause 6.10(8)).

Recommendation 42

Amend clause 6.10(6) as follows:

~~The retailer may at any time, or must if~~ directed by the **Authority**, a retailer must review its hardship policy and procedures and submit to the **Authority** the results of that review within 5 **business days** after it is completed.

3.7.13 Clause 6.10(8) – Submitting amendments to a hardship policy

Clause 6.10(8) provides that a retailer must submit to the Authority a copy of its hardship policy whenever it amends the policy. This means that any amendment, including typographical amendments or updates to contact details, must be submitted to the Authority.

To reduce unnecessary administrative burden on retailers, the ECCC recommends amending clause 6.10(8) to require a retailer to submit a copy of the amended policy to the Authority only when material amendments are made to the policy.

Recommendation 43

Amend clause 6.10(8) as follows:

If ~~the a retailer amends~~ makes a material amendment to the **retailer’s** hardship policy, the **retailer** must submit to the **Authority** a copy of the **retailer’s** amended hardship policy within 5 **business days** of the amendment.

3.8 Part 7 – Disconnection

3.8.1 Clause 7.1(1) Minimum timeframes for reminder notices and disconnection warnings

The Code sets minimum timeframes for providing reminder notices and disconnection warnings to customers. The current timeframe for a retailer to provide a reminder notice to a customer is 13 business days from the day of dispatch of a bill, and for a disconnection warning, the timeframe is 18 business days from the day of dispatch of a bill.

Last year, Australia Post introduced service changes to business mail which resulted in business mail being delivered two days slower than Australia Post’s previous timetable. About 70 per cent of business mail is currently sent via the slower Regular service.¹⁵ As the timeframe for giving a customer a reminder notice or disconnection warning is calculated from the date of dispatch of the bill, customers may have less time to pay their bill before being issued with a reminder notice and less time to action a reminder notice before being issued with a disconnection warning.

The ECCC recommends extending the timeframe for issuing a reminder notice or disconnection warning by two business days, to ensure the current time periods customers are provided before receiving these are maintained.

Recommendation 44

Amend clause 7.1(1)(a) and (c) as follows:

(1) Prior to arranging for **disconnection** of the **customer’s supply address** for failure to pay a bill, a **retailer** must –

(a) give the **customer** a **reminder notice**, not less than ~~13~~**15** **business days** from the date of dispatch of the bill, including –

[...]

(c) give the **customer** a **disconnection warning**, not less than ~~18~~**20** **business days** from the date of dispatch of the bill, advising the **customer** –

3.8.2 Clause 7.1(1)(b) – Contacting a customer

Clause 7.1(1)(b) requires a retailer to use its best endeavours to contact a customer, “including by telephone or electronic means or other method”, before disconnecting the customer’s electricity supply. The term “contact” is defined in clause 1.5 as “means contact that is face to face, by telephone or by post, facsimile or electronic means”.

In light of the definition of contact, the addition of the words “including by telephone or electronic means or other method” appears redundant.

Recommendation 45

Amend clause 7.1(1)(b) as follows:

Prior to arranging for **disconnection** of the a **customer's supply address** for failure to pay a bill, a **retailer** must [...] use its best endeavours to **contact** the **customer**; ~~including by telephone or electronic means or other method;~~ [and](#)

3.8.3 Clause 7.2(1)(f) – Previous supply address

This clause, essentially, provides that a retailer may only disconnect the customer's supply address that is related to the bill. For example, a customer who receives separate bills for supply at their residential and business addresses can only be disconnected at the address for which the customer has failed to pay the bill. There is one exception; supply may be disconnected if the outstanding bill relates to a customer's previous supply address.

The wording of clause 7.2(1)(f) currently appears unnecessarily complicated. The ECCC recommends clause 7.2(1)(f) is amended as follows:

Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's supply address** for failure to pay a bill [...] if the **supply address** does not relate to the bill, ~~(unless the customer has failed to make payments relating to an outstanding debt for amount outstanding relates to~~ [amount outstanding relates to](#) a **supply address** previously occupied by the **customer**).

Recommendation 46

Amend clause 7.2(1)(f) as follows:

Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's supply address** for failure to pay a bill [...] if the **supply address** does not relate to the bill, ~~(unless the customer has failed to make payments relating to an outstanding debt for amount outstanding relates to~~ [amount outstanding relates to](#) a **supply address** previously occupied by the **customer**).

3.8.4 Clause 7.3 – Dual fuel contracts

Clause 7.3 currently precludes a retailer from simultaneously disconnecting a customer's electricity and gas supply if the customer is on dual fuel contract. In that case, the retailer must wait 15 business days "from arranging for disconnection of the customer's gas supply" until it may disconnect the customer's electricity supply.

The ECCC recommends that the words "from arranging for disconnection" are replaced with a firmer timeframe, "from the date of disconnection".

Recommendation 47

In clause 7.3, replace the words "from arranging for disconnection" with "from the date of disconnection".

The ECCC also notes that clause 7.3 of the Code applies to all small use customers. The equivalent clause in the Gas Compendium only applies to residential customers.

As a dual fuel provider is bound by both the Code and the Gas Compendium, it appears odd that both clauses apply to different classes of customer.

The ECCC recommends clause 7.3 in the Code be amended to apply to residential customers only, which will align the Code with the Gas Compendium.

Recommendation 48¹⁶

Amend clause 7.3 as follows:

7.3 Dual fuel contracts

If a **retailer** and a **residential customer** have entered into—

- (a) a **dual fuel contract**; or
- (b) separate **contracts** for the supply of electricity and the supply of gas, under which—

- (i) a single bill for energy is; or

- (ii) separate, simultaneous bills for electricity and gas are,

issued to the **residential customer**,

the **retailer** must not arrange for **disconnection** of the **residential customer's supply address** for failure to pay a bill within 15 **business days** from arranging for **disconnection** of the **residential customer's** gas supply.

3.8.5 Clause 7.4(1)(a) – Disconnection for denying access to a meter

A retailer may disconnect a customer's supply address for denying access to the meter, provided the general requirements listed in subclause 7.4(1) have occurred. One of these requirements is that the customer has denied access to the meter for at least 12 consecutive months.

The ECCC recommends amending clause 7.4(1)(a) to reduce the period from 12 months to 9 months.

A customer who has denied access to the meter for at least 12 months, would have received estimated bills during that time. If the estimates were significantly lower than the customer's actual consumption, the retailer will recover the difference from the customer. This can result in significant bill shock, which could be reduced if disconnection was allowed after 9 months.

Additionally, it could be argued that clause 7.4(1) does not support the operation of clause 5.4 of the Metering Code. Clause 5.4 of the Metering Code requires a distributor to obtain an actual meter reading at least once every 12 months. At present a retailer cannot assist a distributor in obtaining a meter reading at least once every 12 months, as the retailer can only commence the disconnection process for failure to provide access to the meter after 12 months.

Reducing the period from 12 to 9 months is consistent with the National Energy Retail Rules¹⁷ which provide that supply may be disconnected if the customer has denied

¹⁶ If recommendation 47 is accepted, the drafting of clause 7.3 will be amended further to incorporate the recommendation.

¹⁷ Rule 113 of the National Energy Retail Rules.

access to the meter for three consecutive scheduled meter readings. The equivalent clause in the Gas Compendium refers to three consecutive bills¹⁸. As meter reading cycles in the NEM and billing cycles in the WA gas market are typically three months, disconnection in these markets can typically occur after 9 months. As Synergy’s billing cycle is currently two months, it would be preferable to refer to 9 months rather than three billing cycles in the Code (otherwise disconnection could occur after 6 months).

Recommendation 49

Amend clause 7.4(1)(a) as follows:

the **customer** has denied access for at least ~~12~~ 9 consecutive months;

3.8.6 Clause 7.6(2) – Performing a disconnection

Throughout the Code, the term ‘disconnect’ is used, except in clause 7.6(2) which refers to the distributor ‘performing a disconnection’. For reasons of consistency, the ECCC recommends replacing references to “performing a disconnection” with “disconnect” (which is also the defined term).

Recommendation 50

Amend clause 7.6(2) as follows:

Subject to subclause (3), a **distributor** must not ~~perform a disconnection of~~ disconnect a **customer’s supply address** —

[...]

(b)(vi) it is not practicable for the **distributor** to ~~perform the disconnection~~ disconnect at any other time.

3.8.7 Clause 7.7(1)(a) – Registering contact details

Clause 7.7(1)(a) currently requires a retailer to register the customer’s supply address “and contact details as a life support equipment address”. As technically contact details cannot be registered “as a life support equipment address”, the ECCC recommends that reference to contact details is moved from subclause (a) to subclause (b).

Recommendation 51¹⁹

Amend clause 7.7(1)(a) as follows:

If a **customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer’s supply address** requires **life support equipment**, the **retailer** must—

(a) register the **customer’s supply address** ~~and contact details~~ as a **life support equipment** address;

¹⁸ Clause 7.4(1)(a) of the Gas Compendium.

¹⁹ The drafting of clause 7.7(1)(b) will be affected by recommendation 52B. If recommendation 52B is accepted, clause 7.7(1)(b) will remain with the following wording:

7.7(1)(b) register the **customer’s** contact details.

(b) register the **life support equipment** required by the **customer** [and the customer's contact details](#); [...]

3.8.8 **Clause 7.7(2) – Registering life support equipment**

During the 2013 Code Review, the ECCC received advice that Western Power treats all registered life support equipment customers as a priority irrespective of the type of life support equipment used. In recognition of this advice, the ECCC agreed to remove the requirement on retailers to advise distributors of the type of life support equipment used by their customers (clause 7.7(1)(c)).

However, the requirement on retailers to advise the distributor of any changes in life support equipment was not removed (clause 7.7(2)). Similarly, clause 7.7(1)(b) still requires retailers to register the type of life support equipment that is required by the customer.

For reasons of consistency, the ECCC recommends that reference to life support equipment is removed from clause 7.7(2) and clause 7.7(1)(b) is deleted in its entirety.

Recommendation 52

- A. Delete reference to “life support equipment” from clause 7.7(2).
- B. Delete clause 7.7(1)(b).

3.8.9 **Clause 7.7(2) – Moving supply address**

Where a customer who is registered as having a person requiring life support residing at the supply address moves supply address, the retailer is required to move the life support registration with the customer. At times, a customer may move supply address without the person requiring life support also moving to the new supply address.

For example, a family with a child requiring life support may be registered with a retailer. When the father (who is registered as the account holder) moves to a different supply address but the mother and child remain at the current supply address, the Code requires the retailer to move the registration with the father even though the child has not moved address. In this case, the registration should remain at the current supply address where the child resides.

To ensure that the retailer's life support equipment register remains current and accurate, the ECCC recommends that clause 7.7(2) is amended to only require a change of supply address in circumstances where the customer has confirmed that the person requiring life support equipment has also moved to the customer's new supply address.

Recommendation 53

Amend clause 7.7(2) as follows:

- If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer**:
- (a) that the person residing at the **customer's supply address** who requires **life support equipment** is changing **supply address**;
 - (b) that the **customer** is changing **supply address** but the person who requires **life support equipment** is not changing **supply address**;
 - (c) ~~of a change of the customer's supply address in~~ contact details, **life support equipment**, or
 - (d) that the **customer's supply address** no longer requires registration as a **life support equipment** address,
the **retailer** must -
 - (a)(e) register the change ~~of details~~;
 - (b)(f) notify the **customer's distributor** of the change ~~of details~~ –
 - (i) that same day, if the notification is received before 3pm on a **business day**; or
 - (ii) no later than the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
 - (e)(g) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

3.8.10 Clause 7.7(7)(a) – Termination of life support obligations

Currently, a retailer's and distributor's obligations in relation to life support terminate when the person who requires the life support vacates the supply address, no longer requires the life support or fails to provide the retailer with a re-certification. The obligations that are terminated are those set out in subclauses (1), (3), (4), (5) and (6); subclause (2) is not included in this list.

However, one of the obligations included under subclause (2)(c) is that a retailer must "continue to comply with subclause (1)(d) with respect to that customer's supply address". Subclause (1)(d) precludes a retailer from arranging for disconnection of a customer's supply address for failure to pay a bill while the person continues to reside at that address and requires the use of life support equipment.

It would therefore seem appropriate to include reference to subclause (2) in subclause 7.7(7)(a).

Recommendation 54

Amend clause 7.7(7)(a) as follows:

When [...] the **retailer's** and **distributor's** obligations under subclauses (1) ~~, to (3), (4), (5) and~~ (6) terminate and the **retailer** or **distributor** (as applicable) must remove the **customer's** details from the **life support equipment** address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii): [...]

3.9 Part 9 – Pre-payment meters

3.9.1 Part 9 – Pre-payment meter customer

The terms “pre-payment meter customer” and “customer” are used inconsistently throughout Part 9. The ECCC recommends that any inconsistencies are removed.

Recommendation 55²⁰

A. Replace reference to “customer” with “pre-payment meter customer” in clauses 9.4(1)(a), 9.4(3)(a), 9.9(1), 9.10(7) and 9.11(1).

B. Amend clause 9.4(4) as follows:

If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's~~ that supply address –

C. Amend clause 9.5(1) as follows:

If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the pre-payment meter customer's supply address requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at ~~the customer's~~ that supply address and the **retailer** must, or must immediately arrange to –

D. Amend clause 9.5(2) as follows:

If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's~~ that supply address as soon as possible and in any event no later than –

E. Amend clause 9.9(4)(c) as follows:

refund ~~the customer~~ any charges paid by the pre-payment meter customer pursuant to this clause for the testing of the **pre-payment meter**.

F. Amend clauses 9.11(2)(c), (d) and (e) as follows:

the **retailer** must use best endeavours to **contact** the pre-payment meter customer as soon as is reasonably practicable to provide –

(c) the information referred to in clauses 2.3 and 2.4 ~~to the customer~~;

(d) information about the different types of **meters** available to the pre-payment meter customer;

(e) information about and referral to relevant **customer** financial assistance programmes, and/or

²⁰ Recommendation 64 is to delete clause 9.11(2)(c) in its entirety. This will affect recommendation 55F.

3.9.2 Clause 9.2(3) – Misleading conduct

Clause 9.2(3) reads as follows:

A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service**—

- (a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or
- (b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.

The ECCC considers that clause 9.2(3) unnecessarily duplicates the *Competition and Consumer Act 2010* and therefore recommends it be deleted.

Section 18(1) of the Australian Consumer Law provides:

A person must not, in trade or commerce, engage in conduct that is misleading or deceptive or is likely to mislead or deceive.

Section 50(1) of the Australian Consumer Law provides:

A person must not use physical force, or undue harassment or coercion, in connection with:

- (a) the supply or possible supply of goods or services; or
- (b) the payment for goods or services; or
- (c) the sale or grant, or the possible sale or grant, of an interest in land; or
- (d) the payment for an interest in land.

Recommendation 56

Delete clause 9.2(3).

3.9.3 Clause 9.3(2) – Pre-payment meter contract information

Clause 9.3(2) requires a retailer to give certain information to a residential customer who has entered into a pre-payment meter contract. Similarly, clause 2.2(1)(b) sets out the information a retailer must give to a customer who has entered into a standard form contract. Unlike clause 9.3(2), clause 2.2(1)(b) provides that the retailer may either give the information or make it available.

The ECCC recommends that clause 9.3(b) be amended, consistent with clause 2.2(1)(b), to provide that a retailer may either give the information or make the information available to the customer.

Recommendation 57

Amend clause 9.3(2) as follows:

No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give, [or make available to](#) the **residential customer** at no charge—

3.9.4 Clause 9.3 – Information on reversion

At present, clause 9.3(2)(d) and (s) read as follows:

No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at a **residential customer's supply address**, a **retailer** must give the **residential customer** at no charge – [...]

(d) details of the period at or before the expiry of which the **residential customer** may replace or switch the **pre-payment meter** to a standard **meter** at no cost to the **residential customer**;

[...]

(s) the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** if the **residential pre-payment meter customer** replaces or switches the **pre-payment meter** to a standard **meter**.

The information that must be provided under both subclauses is very similar. The ECCC recommends the deletion of subclause (d).

Recommendation 58

Delete clause 9.3(2)(d).

3.9.5 Clause 9.3(5) – Provision of information on recharge facilities

Clause 9.3(5) requires a retailer to, within 10 business days, provide written or electronic notification to pre-payment meter customers if the recharge facilities change from the details of recharge facilities that were given to the customer at the time the customer entered into the pre-payment meter contract. The ECCC considered that for customers in extremely remote areas, who may also have limited access to electronic devices, the 10 business day timeframe could be difficult for a retailer to comply with. The ECCC recommends clause 9.3(5) should be amended so that it is subject to the use of reasonable endeavours.

Recommendation 59

Amend clause 9.3(5) as follows:

A **retailer** must, within 10 **business days** of the change, [use reasonable endeavours to](#) notify a **pre-payment meter customer** in writing or by electronic means if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).

3.9.6 Clause 9.6 – Requirements for pre-payment meters

Clause 9.6(a) currently does not place a direct obligation on either the retailer or the distributor. The ECCC recommends that clause 9.6(a) is amended to clarify that a retailer must ensure that pre-payment meter customers can have access to emergency credit.

Recommendation 60

Amend clause 9.6(a) as follows:

A retailer must ensure that a ~~p~~Pre-payment meter customers will have ~~has~~ access to emergency credit of \$20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the **pre-payment meter service** will be **de-energised**.

3.9.7 Clause 9.10(7) – Minimum threshold amount

Clause 9.10(7) provides for crediting a pre-payment meter customer's account in the event of the customer being overcharged. For amounts under \$45, clause 9.10(7) allows a retailer to credit the customer's account without having to ask the customer for instructions as to whether the amount should be credited to the pre-payment meter customer's account or repaid to the customer.

The \$45 threshold has been in place since 2012. The ECCC recommends increasing the \$45 threshold to \$100.

This issue is similar to the issue discussed in paragraph 3.5.12, in relation to overcharging and adjustments.²¹

Recommendation 61

Amend clause 9.10(7) as follows:

(8) Where an amount referred to in subclause (2) is less than \$~~45~~100 the **retailer** may –

3.9.8 Clause 9.11(1)(a) & 9.11(2)(a) – Informing a retailer of payment problems

Clauses 9.11(1)(a) and 9.11(2)(a) require a retailer to give reasonable consideration to a request for a waiver of fees if the customer has informed the retailer "*in writing, by telephone or by electronic means*", that the customer is having payment problems. The term "*in writing, by telephone or by electronic means*" appears unnecessary. It is unlikely the customer would inform the retailer in a manner other than the manners mentioned.

The ECCC recommends that the words "*in writing, by telephone or by electronic means*" be deleted from clauses 9.11(1)(a) and 9.11(2)(a)

²¹ Clauses 4.18(6) and (7), and clauses 4.19(5) and (7) of the Code

Recommendation 62

A. Amend clause 9.11(1)(a) as follows:

A **retailer** must give reasonable consideration to a request by -

- (a) a **residential pre-payment customer** that informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or [...]

B. Amend clause 9.11(2)(a) as follows:

Notwithstanding the obligations under clause 6.10, a **retailer** must ensure that -

- (a) where a **residential pre-payment customer** informs the **retailer** ~~in writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or [...]

3.9.9 Clause 9.11(2)(b) – Pre-payment meter customers experiencing payment difficulties or financial hardship

Clause 9.11(2) states:

Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that—

- (a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by **telephone** or by electronic means that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
- (b) the **retailer** identifies that a **residential pre-payment meter customer** has been disconnected 2 or more times in any 1-month period for longer than 120 minutes on each occasion,

the **retailer** must use best endeavours to contact the **customer** as soon as is reasonably practicable to provide—

- (c) the information referred to in clauses 2.3 and 2.4 to the **customer**;
- (d) information about the different types of **meters** available to the **customer**;
- (e) information about and referral to relevant **customer** financial assistance programmes, and/or
- (f) referral to **relevant consumer representative organisations**; and/or
- (g) information on independent financial and other relevant counselling services.

Clause 9.11(2)(b) seeks to identify customers who, although they have not informed their retailer, may be experiencing financial hardship or payment difficulties. This clause was introduced in the Code following the 2010 review of Part 9 of the Code. At the time of the review, it was noted that although three outages of more than 240 minutes in a three month period was not a definitive measure of financial hardship, this measure of financial hardship had been used or proposed in other jurisdictions, and the ECCC agreed that it would suffice as a line in the sand until such time as a more appropriate indicator of financial hardship related to pre-payment meters were identified.

The standard of three outages of no more than 240 minutes in a three month period was amended in 2011 to two outages of more than 120 minutes in a one month period following changes to the pre-payment meter technology employed by Horizon Power.

the requirement to contact a pre-payment meter customer if the customer has been disconnected two or more times in a month for over 120 minutes, may be considered to

be unwarranted and intrusive for both the retailer and the customer. It may be argued that the customer is best placed to determine whether they are experiencing payment difficulties.

The ECCC recommends inserting a new subclause into clause 9.11 to remove the requirement for a retailer to contact a customer to provide the specified information, if the retailer has contacted that customer in the previous 12 months. The ECCC notes that this will not capture a customer who informs a retailer that they are experiencing payment difficulties or financial hardship, which is covered by clause 9.11(2)(a). In those instances, the retailer will still be required to provide the specified information each and every time clause 9.11(2)(a) is triggered.

Recommendation 63

Amend clause 9.11 as follows:

- (1) [...]
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
 - (a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,
subject to subclause (3), the **retailer** must use best endeavours to **contact** the **customer** as soon as is reasonably practicable to provide –
 - (c) the information referred to in clauses 2.3 and 2.4 to the **customer**;
 - (d) information about the different types of **meters** available to the **customer**;
 - (e) information about and referral to relevant **customer** financial assistance programmes, and/or
 - (f) referral to **relevant consumer representative organisations**; and/or
 - (g) information on independent financial and other relevant counselling services.
- (3) Where the **retailer** has identified a **residential pre-payment meter customer** pursuant to subclause (2)(b), a **retailer** is not required to contact the **residential customer** and provide the information set out in subclauses (2)(c)-(g) if the **retailer** has provided the **residential pre-payment meter customer** with that information in the preceding 12 months.
- (4) The information to be provided in subclause (2) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

3.9.10 Clause 9.11(2)(c) – Payment difficulties and financial hardship

A retailer must provide certain information to a pre-payment customer who has informed the retailer that the customer is experiencing payment problems as per clause 9.11(2). Clause 9.11(2)(c) contains a reference to clauses 2.3 and 2.4. During the last Code review, the marketing sections were restructured, and the information previously contained in clauses 2.3 and 2.4 is now included in clauses 2.2 and 2.3, so it appears logical to update these cross references. However, in reviewing this clause, the ECCC reconsidered whether it is appropriate for the type of information in clauses 2.2 and 2.3 to be provided to a customer who is experiencing financial hardship, as these clauses

refer to information to be given to a non-PPM customer who is about to enter into a standard form contract or a non-standard contract. The ECCC agreed that this information is not relevant to a customer in financial hardship and therefore recommends that clause 9.11(2)(c) be deleted.

Recommendation 64

Delete clause 9.11(2)(c).

3.10 Part 10 – Information and communication

3.10.1 Clause 10.1(1) – Variation of tariffs

Clause 10.1(1) requires a retailer to give notice to each of its customers affected by a variation in its tariffs as soon as practicable after the variation is published and, in any event, no later than the next bill in a customer's billing cycle.

The ECCC considered that notification to a customer by no later than the next bill should be adequate, and would avoid additional costs being imposed by a retailer which would be incurred if they wrote to customers on the matter of changed tariffs separate to sending the bill. The ECCC also noted that, in addition, some major retailers advertise a change in their tariffs in the newspaper.

Recommendation 65

Amend clause 10.1(1) as follows:

A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs ~~as soon as practicable after the variation is published and, in any event,~~ no later than the next bill in a **customer's billing cycle**.

3.10.2 Clause 10.4 – Energy efficiency advice

Clause 10.4 requires a retailer to “give a customer on request, at no charge, general information on” cost effective and efficient ways to utilise electricity and the typical running costs of major domestic appliances.

The ECCC recommends that “or make available to” is added to clause 10.4. This will give retailers the option to direct customers to relevant websites.

Recommendation 66

Amend clause 10.4 as follows:

A **retailer** must give, or make available to a **customer** on request, at no charge, general information on –

3.10.3 Clause 10.7 – Provision of consumption data

Clause 10.7(2)(a) currently reads:

If a **customer** requests **consumption** data under sub clause (1) -

- (a) for a period less than the previous 2 years and no more than twice a year provided the **customer** has not been given **consumption** data pursuant to a request under sub clause (1) more than twice within the 12 months immediately preceding the request; or [...]

The clause includes two references to the fact that consumption only has to be provided no more than twice a year. The clause was amended in 2009 following a submission made by Alinta Energy:

The clause limits the ability of customers to request consumption data to “no more than twice a year”. However, under the current wording there is potential for the

reference to “year” to be interpreted to refer to either a calendar year or financial year. If, as appears, the clause is intended to prevent the customer from requesting consumption data more than twice within any 12 month period preceding the request, it may be preferable to amend the clause as follows.

(a) for a period less than the previous two years and ~~no more than twice a year~~ provided the customer has not been given consumption data following a request under subclause (1) more than twice within the 12 months immediately preceding the request; or

It appears that the words “no more than twice a year” were inadvertently not deleted from the Code.

Recommendation 67

Delete the words “and no more than twice a year” from clause 10.7(2)(a).

3.10.4 Clause 10.10(3) – Availability of the Code

Clause 10.10(3) provides that:

A **retailer** and a **distributor** must make a copy of the **Code** available for inspection at the offices of the **retailer** and **distributor** at no charge.

The Code also requires a retailer and distributor to make a copy of the Code available to customers on the retailer’s or distributor’s website.

The ECCC recommends that clause 10.10(3) be deleted as it considers the requirement that a retailer and distributor must have a hard copy of the Code available for inspection at their offices, to be out dated in an era of electronic communication. The ECCC is also conscious of the external audit costs retailers and distributors incur by having to demonstrate compliance with this requirement.

Recommendation 68

Delete clause 10.10(3).

3.10.5 Clause 10.11(2)(d) – Special information needs - notices

Under clause 10.11(2)(d), retailers must include certain information on their bills and bill related information. As an example of “bill related information”, the clause refers to clause 4.2(5). However, clause 4.2(5) does not relate to notices. The correct reference would appear to be clause 4.2(3) which refers to “the retailer must give the customer written notice of...”. The ECCC recommends the clause reference is corrected.

Recommendation 69

Amend clause 10.11(2)(d) as follows:

(d) the bill and bill related information (including, for example, the notice referred to in clause 4.2~~(5)~~(3) and statements relating to an **instalment plan**);

3.11 Part 12 – Complaints and dispute resolution

3.11.1 Clause 12.1(2)(a) – Compliance with Australian Standard

Standards Australia has issued new guidelines for complaint management in organisations (AS/NZS 10002:2014). The guidelines replace the previous standard on complaints handling, AS ISO 10002:2006.

Recommendation 70

Replace the reference to “AS ISO 10002-2006” in clause 12.1(2)(a) with “AS/NZS 10002:2014”.

ATTACHMENTS

Attachment 1 – Mark-up of Code showing recommendations

Attachment 2 – Clean code incorporating recommendations

Attachment 3 – Table minor typographical errors and inconsistencies (Recommendation 2)

Attachment 4 – Submission: Alinta Energy

Attachment 5 – Submission: Horizon Power

Attachment 6 – Submission: Kleenheat

Attachment 7 – Submission: Synergy

Attachment 8 – Submission: Western Power

Attachment 1 – Mark-up of Code showing recommendations

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to Small Use Customers ~~2014~~2016***

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Part 1 Preliminary

1.1 Title

The **Code** may be cited as the *Code of Conduct for the Supply of Electricity to Small Use Customers* ~~2014~~[2016](#).

1.2 Authority

The **Code** is made by the **Authority** under section 79 of the **Act**.

1.3 Commencement

- (1) The **Code** comes into operation upon the day prescribed by the **Authority**.

1.4 Interpretation

- (1) Headings and notes are for convenience or information only and do not affect the interpretation of the **Code** or any term or condition set out in the **Code**.
- (2) An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.
- (3) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.
- (4) A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.
- (5) Other parts of speech and grammatical forms of a word or phrase defined in the **Code** have a corresponding meaning.
- (6) A reference to an **electricity marketing agent** arranging a **contract** is to be read as a reference to an **electricity marketing agent** entering into the **contract** on the **retailer's** or **customer's** behalf, or arranging the **contract** on behalf of another person (whichever is relevant).

1.5 Definitions

In the **Code**, unless the contrary intention appears –

“**accumulation meter**” has the same meaning as in clause 1.3 of the **Metering Code**.

“**Act**” means the *Electricity Industry Act 2004*.

“**adjustment**” means the difference in the amount charged –

- (a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or
- (b) under a bill smoothing arrangement based on an estimate carried out in accordance with clause 4.3(2)(a)-(b),

and the amount to be charged as a result of the bill being determined in accordance with clause 4.6(1)(a) provided that the difference is not as a result of a defect, error or default for which the **retailer** or **distributor** is responsible or contributed to.

“**alternative tariff**” means a tariff other than the tariff under which the **customer** is currently supplied electricity.

“**amendment date**” means 1 July 2014.

“**appropriately qualified medical practitioner**” means:

- (a) within the Perth Metropolitan Area, a specialist medical practitioner, a hospice doctor, or a practitioner working in a specialist department of a hospital ~~or hospice doctor~~; or
- (b) outside of the Perth Metropolitan Area, a doctor or general practitioner if he/she also works on an occasional basis from a local hospital or rural health service, or a hospice doctor.

“**attach**” has the same meaning as in the ***Obligation to Connect Regulations***.

“**Australian Consumer Law (WA)**” means schedule 2 to the *Competition and Consumer Act 2010* (Cth) as modified by section 36 of the *Fair Trading Act 2010* (WA).

“**Australian Standard**” means a standard published by Standards Australia.

“**Authority**” means the Economic Regulation Authority established under the *Economic Regulation Authority Act 2003*.

“**basic living needs**” includes –

- (a) rent or mortgage;
- (b) other utilities (e.g., gas, phone and water);
- (c) food and groceries;
- (d) transport (including petrol and car expenses);
- (e) childcare and school fees;
- (f) clothing; and
- (g) medical and dental expenses.

“**billing cycle**” means the regular recurrent period in which a **customer** receives a bill from a **retailer**.

“**business customer**” means a **customer** who is not a **residential customer**.

“**business day**” means any day except a Saturday, Sunday or **public holiday**.

“**call centre**” means a dedicated centre that has the purpose of receiving and transmitting **telephone** calls in relation to customer service operations of the **retailer** or **distributor**, as relevant, and consists of call centre staff and 1 or more information technology and communications systems designed to handle customer service calls and record call centre performance information.

“**change in personal circumstances**” includes –

- (a) sudden and unexpected disability, illness of or injury to the **residential customer** or a dependant of the **residential customer**;
- (b) loss of or damage to property of the **residential customer**; or
- (c) other similar unforeseeable circumstances arising as a result of events beyond the control of the **residential customer**.

“**Code**” means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2014-2016* as amended by the **Authority** pursuant to under section 79 of the **Act**.

“**collective customer**” means a **customer**:—

- (a) who receives a single bill from the **retailer** for electricity supplied at two or more ~~premises~~ supply addresses; or
- (b) who is supplied electricity from the same **retailer** at multiple sites at ~~the customer’s premises~~ a single supply address.

“**complaint**” means an expression of dissatisfaction made to or about an organisation, related to its products, ~~or~~ services, staff or the ~~complaints-handling process itself of a complaint~~, where a response or resolution is explicitly or implicitly expected or legally required.

“**concession**” means a concession, rebate, subsidy or grant related to the supply of electricity available to **residential customers** only.

“**connect**” means to **attach** by way of a physical link to a network and to **energise** the link.

“**consumption**” means the amount of electricity supplied by the **retailer** to the **customer’s** ~~premises~~ supply address as recorded by the **meter**.

“**contact**” means contact that is face to face, by **telephone** or by post, facsimile or **electronic means**.

“**contestable customer**” means a **customer** at an exit point where the amount of electricity transferred at the exit point is more than the amount prescribed under the *Electricity Corporations (Prescribed Customers) Order 2007* made under the *Electricity Corporations Act 2005* or under another enactment dealing with the progressive introduction of customer contestability.

“**contract**” means a **standard form contract** or a **non-standard contract**.

“**cooling-off period**” means the period specified in the **contract** as the cooling-off period.

“**credit retrieval**” means the ability for a **pre-payment meter customer** to recover any payments made for the supply of electricity.

“**customer**” means a customer who consumes not more than 160 MWh of electricity per annum.

“**de-energise**” means the removal of the supply voltage from the **meter** at the ~~premises~~ supply address while leaving the ~~premises~~ supply address attached.

“**direct debit facility**” means a facility offered by a **retailer** to automatically deduct a payment from a **customer’s** nominated account and entered into with a **customer** in accordance with clause 5.3.

“**disconnect**” means to **de-energise** the **customer’s supply address**, other than in the event of an **interruption**.

“**disconnection warning**” means a notice in writing issued in accordance with clause 7.1(1)(c) or clause 7.4(1).

“**distributor**” means a person who holds a distribution licence or integrated regional licence under Part 2 of the **Act**.

~~“**door to door marketing**” means the **marketing** practice under which—~~

- ~~(a) an **electricity marketing agent** goes from place to place seeking out persons who may be prepared to enter, as **customers**, into **contracts**; and~~

~~(b) the **electricity marketing agent** or some other **electricity marketing agent** then or subsequently enters into negotiations with those prospective **customers** with a view to arranging **contracts** on behalf of, or for the benefit of, a **retailer** or party other than the **customer**.~~

“**dual fuel contract**” means a **non-standard contract** for the sale of electricity and for the sale of gas by a **retailer** to a **contestable customer**.

“**Electricity Industry Code**” means the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.

“**electricity marketing agent**” means –

(a) a person who acts on behalf of a **retailer** –

(i) for the purpose of obtaining new **customers** for the licensee; or

(ii) in dealings with existing **customers** in relation to **contracts** for the supply of electricity by the licensee;

(b) a person who engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; or

(c) a representative, agent or employee of a person referred to in subclause (a) or (b),

but does not include a person who is a **customer** representative or the [Housing Authority](#).

“**electricity ombudsman**” means the ombudsman appointed under the scheme initially approved by the Minister or by the **Authority** for any amendments under section 92 of the **Act**.

“**Electricity [Generation and Retail Corporation](#)**” means the body corporate established as such by the *Electricity Corporations Act 2005*.

“**electronic means**” means the internet, email, facsimile, [SMS](#) or other similar means but does not include **telephone**.

“**emergency**” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

“**energise**” has the same meaning as in the **Obligation to Connect Regulations**.

~~“**energy efficiency audit**” means an audit for the purpose of identifying energy usage and opportunities for energy conservation within a **premises**.~~

“**energy data**” has the same meaning as in the [Metering Code](#).

“**export**” means the amount of electricity exported into the **distributor’s** network as recorded by the **meter**.

“**financial hardship**” means a state of more than immediate financial disadvantage which results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** without affecting the ability to meet the **basic living needs** of the **residential customer** or a dependant of the **residential customer**.

“**historical debt**” means an amount outstanding for the supply of electricity by a **retailer** to a **customer’s** previous **supply address** or **supply addresses**.

“**Housing Authority**” means the body corporate in existence pursuant to section 6 of the [Housing Act 1980](#).

“**instalment plan**” means an arrangement between a **retailer** and a **customer** to assist the **customer** to remain **connected**, reduce its arrears and minimise the risk of the **customer** getting into further debt where the **customer** pays in arrears or in advance and continued usage on its account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account the **customer’s** capacity to pay. It does not include **customers** using ~~a payment plan~~ [an instalment plan](#) as a matter of convenience or for flexible budgeting purposes.

“**interruption**” means the temporary unavailability of supply from the distribution network to a **customer**, but does not include **disconnection** under Part 7.

“**interval meter**” [has the same meaning as in the *Metering Code*](#).

“**life support equipment**” means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme.

“**marketing**” includes engaging or attempting to engage in any of the following activities by any means, including door to door or by **telephone** or other **electronic means** –

- (a) negotiations for, or dealings in respect of, a **contract** for the supply of electricity to a **customer**, or
- (b) advertising, promotion, market research or public relations in relation to the supply of electricity to **customers**.

“**marketing identification number**” means a unique number assigned by a **retailer** to each **electricity marketing agent** acting on its behalf.

“**meter**” has the [same](#) meaning ~~given to that term as~~ [in the *Metering Code*](#).

“**metering agent**” means a person responsible for reading the **meter** on behalf of the **distributor**.

“**Metering Code**” means the *Electricity Industry (Metering) Code* ~~2012~~[2005 as amended or replaced](#).

“**metrology procedure**” has the same meaning as in the *Metering Code*.

“**metropolitan area**” means –

- (a) the region described in Schedule 3 of the *Planning and Development Act 2005*;
- (b) the local government district of Mandurah;
- (c) the local government district of Murray; and
- (d) the townsites, as constituted under section 26 of the *Land Administration Act 1997*, of –
 - (i) Albany;
 - (ii) Bunbury;
 - (iii) Geraldton;
 - (iv) Kalgoorlie;
 - (v) Karratha;
 - (vi) Port Hedland; and
 - (vii) South Hedland.

“**National Interpreter Symbol**” means the national public information symbol “Interpreter Symbol” (with text) developed by Victoria in partnership with the Commonwealth, State and Territory governments in accordance with **Australian Standard** 2342.

“**non-contestable customer**” means a **customer** other than a **contestable customer**.

- “**non-standard contract**” means a contract entered into between a **retailer** and a **customer**, or a class of **customers**, that is not a **standard form contract**.
- “**Obligation to Connect Regulations**” means the *Electricity Industry (Obligation to Connect) Regulations 2005* (WA).
- “**overcharging**” means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.
- “**payment difficulties**” means a state of immediate financial disadvantage that results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** by reason of a **change in personal circumstances**.
- “**payment problems**” includes, without limitation, payment problems relating to a **historical debt**.
- “**premises**” means premises owned or occupied by a new or existing **customer**.
- “**pre-payment meter**” means a **meter** that requires a **customer** to pay for the supply of electricity prior to **consumption**.
- “**pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address**.
- “**pre-payment meter service**” means a service for the supply of electricity where the **customer** agrees to purchase electricity by means of a **pre-payment meter**.
- “**public holiday**” means a public holiday in Western Australia.
- “**re-certification**” means confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer’s supply address** continues to require **life support equipment**.
- “**recharge facility**” means a facility where a **pre-payment meter customer** can purchase credit for the **pre-payment meter**.
- “**reconnect**” means to **re-energise** the **customer’s supply address** following **disconnection**.
- “**re-energise**” means to restore the supply voltage to the **meter** at the **premises supply address**.
- “**regional area**” means all areas in Western Australia other than the **metropolitan area**.
- “**Regional Power Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.
- “**relevant consumer representative-organisation**” means ~~an organisation that~~ a person who may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**, and includes financial counsellors.
- “**reminder notice**” means a notice in writing issued in accordance with clause 7.1(1)(a).
- “**reporting year**” means a year commencing on 1 July and ending on 30 June.
- “**residential customer**” means a **customer** who consumes electricity solely for domestic use.
- “**residential pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address** and who consumes electricity solely for domestic use.

"resolved" means the decision or determination made by the **retailer** or **distributor** (as relevant) with respect to the **complaint**, where the **retailer** or **distributor**, having regard to the nature and particular circumstances of the **complaint**, has used all reasonable steps to ensure the best possible approach to addressing the **complaint**.

"retailer" means a person who holds a retail licence or integrated regional licence under Part 2 of the **Act**.

"standard form contract" means a contract that is approved by the **Authority** under section 51 of the **Act** or prescribed by the Minister under section 55 of the **Act** prior to its repeal.

"supply address" means the **premises** to which electricity was, is or may be supplied under a **contract**.

"telephone" means a device which is used to transmit and receive voice frequency signals.

"temporary suspension of actions" means a situation where a **retailer** temporarily suspends all **disconnection** and debt recovery procedures without entering into an alternative payment arrangement under clause 6.4(1).

"time band" refers to a period of time within a **time of use tariff** to which a given tariff rate applies.

"time of use tariff" means a tariff structure in which some or all of the tariff varies according to the time at which electricity is supplied.

"TTY" means a teletypewriter.

"Type 7" has the same meaning as in the **Metering Code**.

"undercharging" includes, without limitation –

- (a) the failure to issue a bill in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or
- (b) the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.

"unsolicited consumer agreement" is defined in section 69 of the **Australian Consumer Law (WA)**.

"verifiable consent" means consent that is given –

- (a) expressly;
- (b) in writing or orally;
- (c) after the **retailer** or **electricity marketing agent** (whichever is relevant) has in plain language appropriate to that **customer** disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and
- (d) by the **customer** or a nominated person competent to give consent on the **customer's** behalf.

1.6 Application

Subject to clause 1.10, the **Code** applies to –

- (a) **retailers**;
- (b) **distributors**; and

(c) **electricity marketing agents**,
in accordance with Part 6 of the **Act**.

1.7 Purpose

The **Code** regulates and controls the conduct of **electricity marketing agents, retailers and distributors**.

1.8 Objectives

The objectives of the **Code** are to –

- (a) define standards of conduct in the supply and **marketing** of electricity to **customers**;
and
- (b) protect **customers** from undesirable **marketing** conduct.

1.9 Amendment & Review

The process for amendment and review of the **Code** is set out in Part 6 of the **Act**.

1.10 Variation from the Code

A **retailer** and a **customer** may agree that the following clauses (marked with an asterisk and an annotation throughout) do not apply, or are to be amended in their application, in a **non-standard contract** –

- (a) 4.1;
- (b) 4.2;
- (c) 5.1;
- (d) 5.2;
- (e) 5.4;
- (f) 5.7; and
- (g) 8.1.

Part 2 Marketing

NOTE: This **Code** is not the only compliance obligation in relation to marketing. Other State and Federal laws apply to marketing activities, including but not limited to the *Fair Trading Act 2010* (WA), the *Spam Act 2003* (Cth), the *Spam Regulations 2004* (Cth), the *Do Not Call Register Act 2006* (Cth), the *Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2007* (Cth) and the *Privacy Act 1988* (Cth).

Division 1 – Obligations particular to retailers

2.1 Retailers to ensure electricity marketing agents comply with this Part

A **retailer** must ensure that its **electricity marketing agents** comply with this Part.

Division 2 – Contracts and information to be provided to customers

2.2 Entering into a standard form contract

- (1) When entering into a **standard form contract** that is not an **unsolicited consumer agreement**, a **retailer** or **electricity marketing agent** must-
 - (a) record the date the **standard form contract** was entered into;
 - (b) give, or make available to the **customer** at no charge, a copy of the **standard form contract** -
 - (i) at the time the **standard form contract** is entered into, if the **standard form contract** was not entered into over the **telephone**; or
 - (ii) as soon as possible, but not more than 5 **business days** after the **standard form contract** was entered into, if the **standard form contract** was entered into over the **telephone**.
- (2) Subject to subclause (3), a **retailer** or **electricity marketing agent** must give the following information to a **customer** no later than on or with the **customer's** first bill -
 - (a) how the **customer** may obtain -
 - (i) a copy of the **Code**; and
 - (ii) details on all relevant tariffs, fees, charges, **alternative tariffs** and service levels that may apply to the **customer**,
 - (b) the scope of the **Code**;
 - (c) that a **retailer** and **electricity marketing agent** must comply with the **Code**;
 - (d) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (e) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**;
 - (f) the **distributor's** 24 hour **telephone** number for faults and emergencies;
 - (g) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -

- (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
 - (ii) **TTY** services;
 - (h) how to make an enquiry of, or **complaint** to, the **retailer**; and
 - (i) general information on the safe use of electricity.
- (3) For the purposes of subclause (2), a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
- (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
 - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.

2.3 Entering into a non-standard contract

- (1) When entering into a **non-standard contract** that is not an **unsolicited consumer agreement**, a **retailer** or **electricity marketing agent** must -
- (a) obtain and make a record of the **customer's verifiable consent** that the **non-standard contract** has been entered into, and
 - (b) give, or make available to the **customer** at no charge, a copy of the **non-standard contract** -
 - (i) at the time the **non-standard contract** is entered into, if the **non-standard contract** was not entered into over the **telephone**; or
 - (ii) as soon as possible, but not more than 5 **business days** after the **non-standard contract** was entered into, if the **non-standard contract** was entered into over the **telephone**.
- (2) Before entering into a **non-standard contract**, a **retailer** or **electricity marketing agent** must give the **customer** the following information -
- (a) details of any right the **customer** may have to rescind the **non-standard contract** during a **cooling-off period** and the charges that may apply if the **customer** rescinds the **non-standard contract**;
 - (b) how the **customer** may obtain -
 - (i) a copy of the **Code**; and
 - (ii) details on all relevant tariffs, fees, charges, **alternative tariffs** and service levels that may apply to the **customer**,
 - (c) the scope of the **Code**;
 - (d) that a **retailer** and **electricity marketing agent** must comply with the **Code**;
 - (e) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (f) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**;
 - (g) the **distributor's** 24 hour **telephone** number for faults and emergencies;
 - (h) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -

- (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
 - (ii) **TTY** services;
- (i) how to make an enquiry of, or **complaint** to, the **retailer**; and
- (j) general information on the safe use of electricity.
- (3) For the purposes of subclauses (2)(b)-(j), a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
 - (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
 - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.
- (4) Before arranging a **non-standard contract**, the **Electricity Generation and Retail Corporation** or **Regional Power Corporation**, or an **electricity marketing agent** acting on behalf of it, must give a **customer** the following information:
 - (a) that the **customer** is able to choose the **standard form contract** offered by the relevant **retailer**; and
 - (b) the difference between the **non-standard contract** and the **standard form contract**.
- (5) Subject to subclause (3), ~~the a~~ **retailer** or **electricity marketing agent** must obtain the **customer's verifiable consent** that the information in clause 2.3(2) and clause 2.3(4) (if applicable) has been given.

Division 3 – Marketing Conduct

2.4 Standards of Conduct

- (1) A **retailer** or **electricity marketing agent** must ensure that the inclusion of **concessions** is made clear to **residential customers** and any prices that exclude **concessions** are disclosed.
- (2) A **retailer** or **electricity marketing agent** must ensure that a **customer** is able to **contact** the **retailer** or **electricity marketing agent** on the **retailer's** or **electricity marketing agent's contact details, including telephone** number, during the normal business hours of the **retailer** or **electricity marketing agent** for the purposes of enquiries, verifications and **complaints**.

2.5 Contact for the purposes of marketing

- (1) A **retailer** or **electricity marketing agent** who makes **contact** with a **customer** for the purposes of **marketing** must, on request by the **customer** –
 - (a) provide the **customer** with the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
 - (b) provide the **customer** with the **telephone** number of the **electricity ombudsman**; and

- (c) for contact by an **electricity marketing agent**, provide the **customer** with the **electricity marketing agent's marketing identification number**.
- (2) A **retailer** or **electricity marketing agent** who meets with a **customer** face to face for the purposes of **marketing** must –
- (a) wear a clearly visible and legible identity card that shows –
- (i) his or her first name;
 - (ii) his or her photograph;
 - (iii) his or her **marketing identification number** (for contact by an **electricity marketing agent**); and
 - (iv) the name of the **retailer** on whose behalf the **contact** is being made; and
- (b) ~~as soon as practicable~~ provide the **customer**, in writing –
- (i) his or her first name;
 - (ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);
 - (iii) the name of the **retailer** on whose behalf the **contact** is being made;
 - (iv) the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
 - (v) the business address and Australian Business or Company Number of the **retailer** on whose behalf the **contact** is being made; and
 - (vi) the **telephone** number of the **electricity ombudsman**.

[as soon as practicable following a request by the customer for the information.](#)

2.6 No canvassing or advertising signs

A **retailer** or **electricity marketing agent** who visits a person's **premises** for the purposes of **marketing** must comply with any clearly visible signs at ~~a~~the person's **premises** indicating –

- (a) canvassing is not permitted at the **premises**; or
- (b) no advertising or similar material is to be left at the **premises** or in a letterbox or other receptacle at, or associated with, the **premises**.

Division 4 – Miscellaneous

2.7 Compliance

- (1) An **electricity marketing agent** who contravenes a provision of this Part commits an offence.

Penalty –

- (a) for an individual, \$5 000;
- (b) for a body corporate, \$20 000.

- (2) If an **electricity marketing agent** of a **retailer** contravenes a provision of this Part, the **retailer** commits an offence.

Penalty –

- (a) for an individual, \$5 000;
 - (b) for a body corporate, \$20 000.
- (3) It is a defence to a prosecution for a contravention of subclause (2) if the **retailer** proves that the **retailer** used reasonable endeavours to ensure that the **electricity marketing agent** complied with the **Code**.

2.8 Presumption of authority

A person who carries out any **marketing** activity in the name of or for the benefit of –

- (a) a **retailer**, or
- (b) an **electricity marketing agent**,

is to be taken, unless the contrary is proved, to have been employed or authorised by the **retailer** or **electricity marketing agent** to carry out that activity.

2.9 Electricity marketing agent complaints

- (1) An **electricity marketing agent** must –
- (a) keep a record of each **complaint** made by a **customer**, or person **contacted** for the purposes of **marketing**, about the **marketing** carried out by or on behalf of the **electricity marketing agent**, and
 - (b) on request by the **electricity ombudsman** in relation to a particular **complaint**, give to the **electricity ombudsman**, within 28 days of receiving the request, all information that the **electricity marketing agent** has relating to the **complaint**.

2.10 Records to be kept

A record or other information that an **electricity marketing agent** is required by this **Code** to keep must be kept for at least 2 years –

- (a) after the last time the person to whom the information relates was **contacted** by or on behalf of the **electricity marketing agent**, or
- (b) after receipt of the last **contact** from or on behalf of the **electricity marketing agent**, whichever is later.

Part 3 Connection

3.1 Obligation to forward connection application

- (1) If a **retailer** agrees to sell electricity to a **customer** or arrange for the **connection** of the **customer's supply address**, the **retailer** must forward the **customer's** request for **connection** to the relevant **distributor** for the purpose of arranging for the **connection** of the **customer's supply address** (if the **customer's supply address** is not already **connected**).
- (2) Unless the **customer** agrees otherwise, a **retailer** must forward the **customer's** request for **connection** to the relevant **distributor** –
 - (a) that same day, if the request is received before 3pm on a **business day**; or
 - (b) the next **business day**, if the request is received after 3pm or on a Saturday, Sunday or **public holiday**.
- (3) In this clause –

“**customer**” includes a **customer's** nominated representative.

[Note: The **Obligation to Connect Regulations** provide regulations in relation to the obligation upon a **distributor** to **energise** and **connect** a **premises**.]

Part 4 Billing

Division 1 – Billing cycles

4.1 Billing cycle*

A **retailer** must issue a bill –

(a) no more than once a month, unless the **retailer** has –

(i) obtained a **customer's verifiable consent** to issue bills more frequently; ~~or~~

(ii) given the **customer** –

(A) a **reminder notice** in respect of 3 consecutive bills; and

(B) notice as contemplated under clause 4.2; ~~and/or~~

(iii) received a request from the **customer** to change **supply address** or issue a final bill, in which case the **retailer** may issue a bill more than once a month for the purposes of facilitating the request; and

(b) no less than once every 3 months, unless the **retailer** –

(i) has obtained ~~a~~the **customer's verifiable consent** to issue bills less frequently;

(ii) has not received the required metering data from the **distributor** for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the **distributor**, or

(iii) is unable to comply with this timeframe due to the actions of the **customer** where the **customer** is supplied under a deemed contract pursuant to regulation 37 of the *Electricity Industry (Customer Contracts) Regulations 2005* and the bill is the first bill issued to that **customer** at that **supply address**.

4.2 Shortened billing cycle*

(1) For the purposes of clause 4.1(a)(ii), a **retailer** has given a **customer** notice if the **retailer** has advised the **customer**, prior to placing the **customer** on a shortened **billing cycle**, that –

(a) receipt of a third **reminder notice** may result in the **customer** being placed on a shortened **billing cycle**;

(b) if the **customer** is a **residential customer**, assistance is available for **residential customers** experiencing **payment difficulties** or **financial hardship**;

(c) the **customer** may obtain further information from the **retailer** on a specified **telephone** number; and

(d) once on a shortened **billing cycle**, the **customer** must pay 3 consecutive bills by the due date to return to the **customer's** previous **billing cycle**.

(2) Notwithstanding clause 4.1(a)(ii), a **retailer** must not place a **residential customer** on a shortened **billing cycle** without the **customer's verifiable consent** if –

(a) the **residential customer** informs the **retailer** that the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and

- (b) the assessment carried out under clause 6.1 indicates to the **retailer** that the **customer** is experiencing **payment difficulties** or **financial hardship**.
- (3) If, after giving notice as required under clause 4.1(a)(ii), a **retailer** decides to shorten the **billing cycle** in respect of a **customer**, the **retailer** must give the **customer** written notice of that decision within 10 **business days** of making that decision.
- (4) A shortened **billing cycle** must be at least 10 **business days**.
- (5) A **retailer** must return a **customer**, who is subject to a shortened **billing cycle** and has paid 3 consecutive bills by the due date, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.
- (6) A **retailer** must inform a **customer**, who is subject to a shortened **billing cycle**, at least once every 3 months that, if the **customer** pays 3 consecutive bills by the due date of each bill, the **customer** will be returned, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.

4.3 Bill smoothing

- (1) ~~Despite~~ Notwithstanding clause 4.1, in respect of any 12 month period, on receipt of a request by a **customer**, a **retailer** may provide ~~a~~ the **customer** with a bill which reflects a bill smoothing arrangement.
- (2) If a **retailer** provides a **customer** with a bill under a bill smoothing arrangement pursuant to subclause (1), the **retailer** must ensure that –
 - (a) the amount payable under each bill is initially the same and is set out on the basis of –
 - (i) the **retailer's** initial estimate of the amount of electricity the **customer** will consume over the 12 month period;
 - (ii) the relevant supply charge for the **consumption** and any other charges related to the supply of electricity agreed with the **customer**;
 - (iii) any **adjustment** from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and
 - (iv) any other relevant information provided by the **customer**.
 - (b) ~~that~~ the initial estimate is based on the **customer's** historical billing data or, ~~where~~ if the **retailer** does not have that data, the likely average **consumption** at the relevant tariff calculated over the 12 month period as estimated by the **retailer**;
 - (c) ~~that on~~ in or before the seventh month –
 - (i) the **retailer** re-estimates the amount under subclause (2)(a)(i), taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**; and
 - (ii) unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and
 - (d) ~~that~~, at the end of the 12 month period, or any other time agreed between the **retailer** and the **customer** and at the end of the bill smoothing arrangement, the **meter** is read and any **adjustment** is included on the next bill in accordance with clause 4.19; and
 - (e) the **retailer** has obtained the **customer's verifiable consent** to the **retailer** billing on that basis.

4.4 How bills are issued

A **retailer** must issue a bill to a **customer** at the address nominated by the customer, which may be an email address.~~customer's supply address, unless the customer has nominated another address or an electronic address.~~

Division 2 - Contents of a Bill

4.5 Particulars on each bill

- (1) Unless ~~the a~~ **customer** agrees otherwise, ~~subject to subclause (k),~~ a **retailer** must include at least the following information on ~~a~~ the **customer's** bill –
- (a) either the range of dates of the metering supply period or the date of the current **meter** reading or estimate;
 - (b) if the **customer** has a **Type 7** connection point, the calculation of the tariff in accordance with the procedures set out in clause 4.6(1)(c);
 - (c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –
 - (i) the current **meter** reading or estimate; ~~and or~~
 - (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;
 - (d) if the **customer** has not entered into an **export** purchase agreement with a **retailer** –
 - (i) the **customer's consumption**, or estimated **consumption**; and
 - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** or estimated **consumption** for the total of each **time band** in the **time of use tariff**;
 - (e) if the **customer** has entered into an **export** purchase agreement with a **retailer** –
 - (i) the **customer's consumption** and **export**;
 - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** and **export** for the total of each **time band** in the **time of use tariff**; and
 - (iii) if the **customer** has an **accumulation meter** installed and the **export meter** reading has been obtained by the **retailer**, the **export meter** reading;
 - (f) the number of days covered by the bill;
 - (g) the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;
 - (h) the applicable tariffs;
 - (i) the amount of any other fees or charges and details of the service provided;
 - (j) with respect to a **residential customer**, a statement that the **residential customer** may be eligible to receive **concessions** and how the **residential customer** may find out its eligibility for those **concessions**;
 - (k) if applicable, the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;

- (l) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from ~~a~~the **customer**;
 - (m) the average daily cost of **consumption**, including charges ancillary to the **consumption** of electricity, unless the **customer** is a **collective customer**;
 - (n) the average daily **consumption** unless the **customer** is a **collective customer**;
 - (o) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
 - (p) the amount due;
 - (q) the due date;
 - (r) a summary of the payment methods;
 - (s) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
 - (t) a **telephone** number for billing and payment enquiries;
 - (u) a **telephone** number for **complaints**;
 - (v) the **contact** details for the **electricity ombudsman**;
 - (w) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (x) the **supply address** and any relevant mailing address;
 - (y) the **customer's** name and account number;
 - (z) the amount of arrears or credit;
 - (aa) if applicable and not included on a separate statement –
 - (i) payments made under an **instalment plan**; and
 - (ii) the total amount outstanding under the **instalment plan**;
 - (bb) with respect to **residential customers**, the telephone number for interpreter services together with the National Interpreter Symbol ~~with~~and the words "Interpreter Services";
 - (cc) the ~~retailer's~~retailer's **telephone** number for **TTY** services; and
 - (dd) to the extent that the data is available, a graph or bar chart illustrating the **customer's** amount due or **consumption** for the period covered by the bill, the previous bill and the bill for the same period last year.
- (2) Notwithstanding subclause (1)(dd), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is –
- (a) not indicative of ~~the~~a **customer's** actual **consumption**;
 - (b) not based upon a **meter** reading; or
 - (c) for a **collective customer**.
- (3) If a **retailer** identifies a **historical debt** and wishes to bill ~~the~~a **customer** for that **historical debt**, the **retailer** must advise the **customer** of –
- (a) the amount of the **historical debt**; and
 - (b) the basis of the **historical debt**,
- before, with, or on the **customer's** next bill.

Division 3 - Basis of Bill

4.6 Basis of bill

- (1) Subject to clause 4.8, a **retailer** must base a **customer's** bill on –
 - (a) the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address**;
 - (b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the **distributor** has expressly or impliedly consented to the **customer** reading the **meter** for the purpose of determining the amount due; or
 - (c) ~~where-if~~ the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code**, or otherwise as set out in any applicable law.

4.7 Frequency of meter readings

Other than in respect of a **Type 7** connection point, a **retailer** must use its best endeavours to ensure that metering data is obtained, as frequently as required to prepare its bills.

4.8 Estimations

- (1) If a **retailer** is unable to reasonably base a bill on a reading of the **meter** at a **customer's supply address**, the **retailer** must give the **customer** an estimated bill.
- (2) If a **retailer** bases a bill upon an estimation, the **retailer** must clearly specify ~~in a visible and legible manner~~ on the **customer's** bill that –
 - (a) the **retailer** has based the bill upon an estimation;
 - (b) the **retailer** will tell the **customer** on request –
 - (i) the basis of the estimation; and
 - (ii) the reason for the estimation; and
 - (c) the **customer** may request –
 - (i) a verification of ~~a meter reading~~ energy data; and
 - (ii) a **meter** reading.
- (3) A **retailer** must tell a **customer** on request the –
 - (a) basis for the estimation; and
 - (b) reason for the estimation.
- (4) For the purpose of this clause, where the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address** is partly based on estimated data, then subject to any applicable law –
 - (a) where the number of estimated **interval meter** readings exceeds the number of actual **interval meter** readings; and
 - (b) the actual **energy data** cannot otherwise be derived,
for that billing period, the bill is deemed to be an estimated bill.

4.9 Adjustments to subsequent bills

If a **retailer** gives a **customer** an estimated bill and the **meter** is subsequently read, the **retailer** must include an **adjustment** on the next bill to take account of the actual **meter** reading in accordance with clause 4.19.

4.10 Customer may request meter reading

If a **retailer** has based a bill upon an estimation because ~~the~~ a **customer** failed to provide access to the **meter** and the **customer** –

- (a) subsequently requests the **retailer** to replace the estimated bill with a bill based on an actual reading of the **customer's meter**,
- (b) pays the **retailer's** reasonable charge for reading the **meter** (if any); and
- (c) provides due access to the **meter**,

the **retailer** must use its best endeavours to do so.

Division 4 – Meter testing

4.11 Customer requests testing of meters or metering data

(1) If a **customer** –

- (a) requests the **meter** to be tested; and
- (b) pays the **retailer's** reasonable charge for testing the **meter** (if any),

the **retailer** must request the **distributor** or **metering agent** to test the **meter**.

(2) If the **meter** is tested and found to be defective, the **retailer's** reasonable charge for testing the **meter** (if any) is to be refunded to the **customer**.

Division 5 – Alternative Tariffs

4.12 Customer applications

(1) If a **retailer** offers **alternative tariffs** and a **customer** –

- (a) applies to receive an **alternative tariff**, and
- (b) demonstrates to the **retailer** that the **customer** satisfies all of the conditions relating to eligibility for the **alternative tariff**,

the **retailer** must change the **customer** to the **alternative tariff** within 10 **business days** of the **customer** satisfying those conditions.

(2) For the purposes of subclause (1), the effective date of change will be –

- (a) the date on which the last **meter** reading at the previous tariff is obtained; or
- (b) the date the **meter** adjustment is completed, if the change requires an adjustment to the **meter** at the **customer's supply address**.

4.13 Written notification of a change to an alternative tariff

If –

- (a) a **customer's** electricity use at the **customer's supply address** changes or has changed; and
- (b) the **customer** is no longer eligible to continue to receive an existing, more beneficial tariff,

~~the a~~ **retailer** must, prior to changing the **customer** to the tariff applicable to the **customer's** use of electricity at that **supply address**, give the **customer** written notice of the proposed change.

Division 6 – Final bill

4.14 Request for final bill

- (1) If a **customer** requests ~~the a~~ **retailer** to issue a final bill at the **customer's supply address**, the **retailer** must use reasonable endeavours to arrange for that bill in accordance with the **customer's** request.
- (2) If ~~the a~~ **customer's** account is in credit at the time of account closure, subject to subclause (3), ~~the a~~ **retailer** must, at the time of the final bill, ask the **customer** for instructions whether the **customer** requires the **retailer** to transfer the amount of credit to:
 - (a) another account the **customer** has, or will have, with the **retailer**; or
 - (b) a bank account nominated by the **customer**, andthe **retailer** must credit the account, or pay the amount of credit in accordance with the **customer's** instructions, within 12 **business days** of receiving the instructions or other such time as agreed with the **customer**.
- (3) If ~~the a~~ **customer's** account is in credit at the time of account closure, and the **customer** owes a debt to ~~the a~~ **retailer**, the **retailer** may, with written notice to the **customer**, use that credit to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must ask the **customer** for instructions to transfer the remaining amount of credit in accordance with subclause (2).

Division 7 – Review of bill

4.15 Review of bill

Subject to a **customer** –

- (a) paying –
 - (i) that portion of the bill under review that the **customer** and a **retailer** agree is not in dispute; or
 - (ii) an amount equal to the average amount of the **customer's** bills over the previous 12 months (excluding the bill in dispute),whichever is less; and
- (b) paying any future bills that are properly due,

a **retailer** must review the **customer's** bill on request by the **customer**.

4.16 Procedures following a review of a bill

- (1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –
 - (a) correct, the **retailer** –
 - (i) may require a **customer** to pay the unpaid amount;
 - (ii) must advise the **customer** that the **customer** may request the **retailer** to arrange a **meter** test in accordance with applicable law; and
 - (iii) must advise the **customer** of the existence and operation of the **retailer's** internal **complaints** handling processes and details of any applicable external **complaints** handling processes,
 - or
 - (b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.
- (2) ~~The~~ **A retailer** must inform a **customer** of the outcome of the review as soon as practicable.
- (3) If ~~the~~ **a retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the date of receipt of the request for review under clause 4.15, the **retailer** must provide the **customer** with notification of the status of the review as soon as practicable.

Division 8 – Undercharging, overcharging and adjustment

4.17 Undercharging

- (1) This clause 4.17 applies whether the **undercharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **retailer** proposes to recover an amount **undercharged** as a result of an error, defect or default for which the **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must –
 - (a) subject to subclause (b), limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** that **undercharging** had occurred;
 - (b) other than in the event that the information provided by ~~the~~ **a customer** is incorrect, ~~where~~ **if** a **retailer** has changed ~~a~~ **the customer** to an **alternative tariff** in the circumstances set out in clause 4.13 and, as a result of that change, the **retailer** has **undercharged** ~~a~~ **the customer**, limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** under clause 4.13.
 - (c) notify the **customer** of the amount to be recovered no later than the next bill, together with an explanation of that amount;
 - (d) subject to subclause (3), not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
 - (e) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (3) If, after notifying a **customer** of the amount to be recovered in accordance with subclause (2)(c), the **customer** has failed to pay the amount to be recovered by the due date and has not entered into an **instalment plan** under subclause (2)(e), a **retailer** may charge the **customer** interest on that amount or require the **customer** to pay a late payment fee.

(4) For the purpose of subclause (2), an **undercharge** that has occurred as a result of a **customer** denying access to the **meter** is not an **undercharge** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible.

4.18 Overcharging

- (1) This clause 4.18 applies whether the **overcharging** became apparent through a review under clause 4.15 or otherwise.
 - (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been **overcharged** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, defect or default and, subject to subclauses (6) and ~~subclause (7)~~, ask the **customer** for instructions as to whether the amount should be
 - (a) credited to the **customer's** account; or
 - (b) repaid to the **customer**.
 - (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
 - (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **customer's** account.
 - (5) No interest shall accrue to a credit or refund referred to in subclause (2).
 - (6) ~~Where~~ if the amount referred to in subclause (2) is less than ~~\$75~~ \$100, ~~the a retailer may, notwithstanding clause 4.18(2), notify the a customer of the overcharge by no later than the next bill after the retailer became aware of the error, and –~~
 - (a) ask the **customer** for instructions ~~pursuant to~~ under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **customer's** next bill ~~account (in which case subclause (3) applies as if the customer instructed the retailer to credit the customer's account).~~
 - (7) ~~Where the~~ if a **customer** has been **overcharged** by ~~the a~~ a **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer**:
 - ~~(a) — experiencing payment difficulties or financial hardship; or~~
 - ~~(b) making payments under an alternative payment arrangement under Part 6,~~the **retailer** may, with written notice to the **customer**, use the amount of the **overcharge** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$75 ~~where the amount is less than \$75~~.
- (a) Not Used
- (b) Not Used

4.19 Adjustments

- (1) If a **retailer** proposes to recover an amount of an **adjustment** which does not arise due to any act or omission of ~~the~~ a **customer**, the **retailer** must –
 - (a) limit the amount to be recovered to no more than the amount of the **adjustment** for the 12 months prior to the date on which the **meter** was read on the basis of the **retailer's** estimate of the amount of the **adjustment** for the 12 month period taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**;
 - (b) notify the **customer** of the amount of the **adjustment** no later than the next bill, together with an explanation of that amount;
 - (c) not require the **customer** to pay a late payment fee; and
 - (d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.
- (2) If the **meter** is read ~~pursuant to~~ under either clause 4.6 or clause 4.3(2)(d) and the amount of the **adjustment** is an amount owing to the **customer**, the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject to subclauses (5) and ~~subclause-(7)~~, ask the **customer** for instructions as to whether the amount should be –
 - (a) credited to the **customer's** account;
 - (b) repaid to the **customer**, or
 - (c) included as a part of the new bill smoothing arrangement ~~where~~ if the **adjustment** arises under clause 4.3(2)(a)-(b),
- (3) If a **retailer** received instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount of the **adjustment** to the **customer's** account.
- (5) ~~Where~~ if the amount referred to in subclause (2) is less than ~~\$75~~ \$100, the **retailer** may, ~~notwithstanding clause (2)~~, notify the **customer** of the **adjustment** by no later than the next bill after the **meter** is read; and
 - (a) ask the **customer** for instructions ~~pursuant to~~ under subclause (2), (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **customer's** next bill ~~account (in which case subclause (3) applies as if the~~ **customer** ~~instructed the~~ **retailer** ~~to credit the~~ **customer's** ~~account).~~
- (6) No interest shall accrue to an **adjustment** amount under subclause (1) or (2).
- (7) ~~Where~~ if the amount of the **adjustment** is an amount owing to the **customer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** :
 - ~~(a)~~ experiencing **payment difficulties** or **financial hardship**; ~~or~~
 - ~~(b)~~ ~~making payments under an alternative payment arrangement under Part 6,~~the **retailer** may, with written notice to the **customer**, use the amount of the **adjustment** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit,

the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$75\$100, subclause (5) ~~where the amount is less than \$75~~.

(a) Not Used

(b) Not Used

Part 5 Payment

5.1 Due dates for payment*

- (1) The due date on a bill must be at least 12 **business days** from the date of that bill unless otherwise agreed with a **customer**.
- (2) Unless a **retailer** specifies a later date, the date of dispatch is the date of the bill.

5.2 Minimum payment methods*

A Unless otherwise agreed with a **customer**, a **retailer** must offer ~~a~~ the **customer** at least the following payment methods –

- (a) in person at 1 or more payment outlets located within the Local Government District of the **customer's supply address**;
- (b) by mail;
- (c) for **residential customers**, by Centrepay;
- (d) electronically by means of BPay or credit card; and
- (e) by **telephone** by means of credit card or debit card.

5.3 Direct debit

If a **retailer** offers the option of payment by a **direct debit facility** to a **customer**, the **retailer** must, prior to the **direct debit facility** commencing, obtain the **customer's verifiable consent**, and agree with the **customer** the date of commencement of the **direct debit facility** and the frequency of the direct debits.

5.4 Payment in advance*

- (1) A **retailer** must accept payment in advance from a **customer** on request.
- (2) Acceptance of an advance payment by a **retailer** will not require the **retailer** to credit any interest to the amounts paid in advance.
- (3) Subject to clause 6.9, for the purposes of subclause (1), \$20 is the minimum amount for which ~~the~~ a **retailer** will accept advance payments unless otherwise agreed with a **customer**.

5.5 Absence or illness

If a **residential customer** is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a **retailer** must offer the **residential customer** on request redirection of the **residential customer's** bill to a third person at no charge.

5.6 Late payments

- (1) A **retailer** must not charge a **residential customer** a late payment fee if –

- (a) the **residential customer** receives a **concession**, provided the **residential customer** did not receive 2 or more **reminder notices** within the previous 12 months; or
- (b) the **residential customer** and the **retailer** have agreed to –
 - (i) a payment extension under Part 6, and the **residential customer** pays the bill by the agreed (new) due date; or
 - (ii) an **instalment plan** under Part 6, and the **residential customer** is making payments in accordance with the **instalment plan**; or
- (c) subject to subclause (2), the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman** and the **complaint** is not **resolved** by the **retailer** or is not determined or is upheld by the **electricity ombudsman** (if a **complaint** has been made to the **electricity ombudsman**). If the **complaint** is determined by the **electricity ombudsman** in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or
- (d) the **residential customer** is assessed by the **retailer** under clause 6.1(1) as being in **financial hardship**.

- (2) ~~where the~~ if a **retailer** has charged a late payment fee in the circumstances set out in subclause (1)(c) because the **retailer** was not aware of the **complaint**, the **retailer** will not contravene subclause (1)(c) but must refund the late payment fee on the **customer's** next bill.
- (3) If a **retailer** has charged a **residential customer** a late payment fee, the **retailer** must not charge an additional late payment fee in relation to the same bill within 5 **business days** from the date of receipt of the previous late payment fee notice.
- (4) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.
- (5) If a **residential customer** has been assessed as being in **financial hardship** ~~pursuant to~~ under clause 6.1(1), ~~the a~~ a **retailer** must retrospectively waive any late payment fee charged ~~pursuant to~~ under the **residential customer's** last bill prior to the assessment being made.

5.7 Vacating a supply address*

- (1) Subject to –
 - (a) subclauses (2) and (4);
 - (b) ~~the a~~ a **customer** giving ~~the a~~ a **retailer** notice; and
 - (c) the **customer** vacating the **supply address** at the time specified in the notice, ~~a the~~ a **retailer** must not require ~~a the~~ a **customer** to pay for electricity consumed at the **customer's supply address** from –
 - (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least 5 days' notice; or
 - (e) 5 days after the **customer** gave notice, in any other case,
- (2) If a **customer** reasonably demonstrates to a **retailer** that the **customer** was evicted or otherwise required to vacate the **supply address**, the **retailer** must not require the retailer and the customer have agreed to an alternative date.

customer to pay for electricity consumed at the **customer's supply address** from the date the **customer** gave the **retailer** notice.

- (3) For the purposes of subclauses (1) and (2), notice is given if a **customer** –
 - (a) informs a **retailer** of the date on which the **customer** intends to vacate, or has vacated the **supply address**; and
 - (b) gives the **retailer** a forwarding address to which a final bill may be sent.
- (4) Notwithstanding subclauses (1) and (2), if –
 - (a) a **retailer** and a **customer** enter into a new **contract** for the **supply address**, ~~a~~**the retailer** must not require the previous **customer** to pay for electricity consumed at the **customer's supply address** from the date that the new **contract** becomes effective;
 - (b) another **retailer** becomes responsible for the supply of electricity to the **supply address**, the previous **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date that the other **retailer** becomes responsible; and
 - (c) the **supply address** is **disconnected**, the **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date that **disconnection** occurred.
- (5) Notwithstanding subclauses (1), (2) and (4), a **retailer's** right to payment does not terminate with regard to any amount that was due up until the termination of the **contract**.

5.8 Debt collection

- (1) A **retailer** must not commence proceedings for recovery of a debt –
 - (a) from a **residential customer** who has informed the **retailer** in accordance with clause 6.1(1) that the **residential customer** is experiencing **payment difficulties** or **financial hardship**, unless and until the **retailer** has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and
 - (b) while a **residential customer** continues to make payments under an alternative payment arrangement under Part 6.
- (2) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than ~~the~~**a customer** with whom the **retailer** has or had entered into a **contract** for the supply of electricity to that **customer's supply address**.

5.9 Debt collection

If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.

Part 6 Payment Difficulties & Financial Hardship

Division 1 – Assessment of financial situation

6.1 Assessment

- (1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) –
 - (a) within **3-5 business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
 - (b) if the **retailer** cannot make the assessment within **3-5 business days**, refer the **residential customer** to ~~an independent financial counsellor or a~~ **relevant consumer representative organisation** to make the assessment.
- (2) If ~~the a~~ **residential customer** provides ~~the a~~ **retailer** with an assessment from ~~an independent financial counsellor or a~~ **relevant consumer representative organisation** the **retailer** may adopt that assessment as its own assessment for the purposes of subclause (1)(a).
- (3) When undertaking the assessment required by subclause (1)(a), unless a **retailer** adopts an assessment from ~~an independent financial counsellor or a~~ **relevant consumer representative organisation**, ~~a the~~ **retailer** must give reasonable consideration to –
 - (a) information –
 - (i) given by the **residential customer**; and
 - (ii) requested or held by the **retailer**; or
 - (b) advice given by ~~an independent financial counsellor or a~~ **relevant consumer representative organisation** (if any).
- (4) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

6.2 Temporary suspension of actions

- (1) If a **retailer** refers a **residential customer** to ~~an independent financial counsellor or a~~ **relevant consumer representative organisation** under clause 6.1(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- (2) If, a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and ~~a the~~ **residential customer** –
 - (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to ~~a the~~ **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay ~~or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation~~,the **retailer** must not unreasonably deny the **residential customer's** request.
- (3) A **temporary suspension of actions** must be for at least 15 **business days**.

- (4) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (3) and the **residential customer** or **relevant consumer representative organisation** requests additional time, a **retailer** must give reasonable consideration to the **residential customer's** or **relevant consumer representative organisation's** request.

6.3 Assistance to be offered

- (1) If the assessment carried out under clause 6.1 indicates to ~~the a~~ **retailer** that ~~the a~~ **residential customer** is experiencing –
- (a) **payment difficulties**, the **retailer** must –
 - (i) offer the **residential customer** the alternative payment arrangements referred to in clause 6.4(1)(a); and
 - (ii) advise the **residential customer** that additional assistance may be available if, due to **financial hardship**, the **residential customer** would be unable to meet its obligations under an agreed alternative payment arrangement, or
 - (b) **financial hardship**, the **retailer** must offer the **residential customer** –
 - (i) the alternative payment arrangements referred to in clause 6.4(1)(b); and
 - (ii) assistance in accordance with clauses 6.6 to 6.9.
- (2) Subclause (1) does not apply if a **retailer** is unable to make an assessment under clause 6.1 as a result of an act or omission by a **residential customer**.

Division 2 – Residential customers experiencing payment difficulties or financial hardship

6.4 Alternative payment arrangements

- (1) A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –
- (a) if the **residential customer** is experiencing **payment difficulties**:
 - (i) additional time to pay a bill; and
 - (ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**,
 - (b) if the **residential customer** is experiencing **financial hardship**:
 - (i) additional time to pay a bill; and
 - (ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.
- (2) When offering or amending an **instalment plan**, a **retailer** must –
- (a) ensure that the **instalment plan** is fair and reasonable taking into account information about ~~the a~~ **residential customer's** capacity to pay and **consumption** history; and

- (b) comply with subclause (3).
- (3) If ~~the a~~ **residential customer** accepts an **instalment plan** offered by ~~the a~~ **retailer**, the **retailer** must –
- (a) within 5 **business days** of the **residential customer** accepting the **instalment plan** provide the **residential customer** with information in writing or by **electronic means**:
- (i) that specifies the terms of the **instalment plan** (including the number and amount of payments, the duration of payments and how the payments are calculated);
- (ii) the consequences of not adhering to the **instalment plan**; and
- (iii) the importance of contacting the **retailer** for further assistance if the **residential customer** cannot meet or continue to meet the **instalment plan** terms, and
- (b) notify the **residential customer** in writing or by **electronic means** of any amendments to the **instalment plan** at least 5 **business days** before they come into effect (unless otherwise agreed with the **residential customer**) and provide the **residential customer** with information in writing or by **electronic means** that clearly explains and assists the **residential customer** to understand those changes.
- (4) If a **residential customer** has, in the previous 12 months, had 2 **instalment plans** cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another **instalment plan** under subclause (1), unless the **retailer** is satisfied that the **residential customer** will comply with the **instalment plan**.
- (5) For the purposes of subclause (4), cancellation does not include the revision of an **instalment plan** under clause 6.7.

Division 3 – Assistance available to residential customers experiencing financial hardship

6.5 Definitions

In this division –

“**customer experiencing financial hardship**” means a **residential customer** who has been assessed by a **retailer** under clause 6.1(1) as experiencing **financial hardship**.

Subdivision 1 - Specific assistance available

6.6 Reduction of fees, charges and debt

- (1) A **retailer** must give reasonable consideration to a request by a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, for a reduction of the **customer’s** fees, charges or debt.
- (2) In giving reasonable consideration under subclause (1), a **retailer** should refer to the hardship procedures referred to in clause 6.10(3).

6.7 Revision of alternative payment arrangements

If a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet

the **customer's** obligations under a previously elected payment arrangement under clause 6.4(1)(b), the **retailer** must give reasonable consideration to –

- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension ~~under clause 6.4(1)~~; or
- (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan** ~~under clause 6.4(1)~~.

6.8 Provision of information

A **retailer** must advise a **customer experiencing financial hardship** of the –

- (a) **customer's** right to have the bill redirected at no charge to a third person;
- (b) payment methods available to the **customer**;
- (c) **concessions** available to the **customer** and how to access them;
- (d) different types of **meters** available to the **customer** and / or tariffs (as applicable);
- (e) independent financial counselling services and ~~other~~ **relevant consumer representative organisations** available to assist the **customer**; and
- (f) availability of any other financial assistance and grants schemes that the **retailer** should reasonably be aware of and how to access them.

6.9 Payment in advance

- (1) A **retailer** must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for **residential customers** experiencing **payment difficulties** or **financial hardship** in consultation with **relevant consumer representative organisations**.
- (2) A **retailer** may apply different minimum payment in advance amounts for **residential customers** experiencing **payment difficulties** or **financial hardship** and other **customers**.

Subdivision 2 – Hardship policy and hardship procedures

6.10 Obligation to develop hardship policy and hardship procedures

- (1) A **retailer** must develop a hardship policy and hardship procedures to assist **customers experiencing financial hardship** in meeting their financial obligations and responsibilities to the **retailer**.
- (2) The hardship policy must –
 - (a) be developed in consultation with **relevant consumer representative organisations**;
 - (b) include a statement encouraging **customers** to contact their **retailer** if a **customer** is having trouble paying the **retailer's** bill;
 - (c) include a statement advising that the **retailer** will treat all **customers** sensitively and respectfully;
 - (d) include a statement that the **retailer** may reduce and/or waive fees, charges and debt;
 - (e) include an objective set of hardship indicators;
 - (f) include:

(i) an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** (other than the **retailer's** requirement to advise the **customer** of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));

(ii) that the **retailer** offers **residential customers** the right to pay their bill by **Centrepay**; and

~~(+)(iii)~~ (iii) -a statement that the **retailer** is able to provide further detail ~~up~~ upon request.

~~(f)(g)~~ (g) include an overview of any concessions ~~and grants~~ that may be available to the **retailer's customers**;

~~(g)(h)~~ (h) ~~be available in large print copies and~~ include: -

- (i) the National Interpreter Symbol with the words "Interpreter Services";
- (ii) information on the availability of independent multi-lingual services; and
- (iii) information on the availability of **TTY** services; ~~and~~

(i) be available on the **retailer's** website; ~~and~~-

(i) be available in large print copies.

(3) The hardship procedures must –

(a) be developed in consultation with **relevant consumer representative organisations**;

(b) provide for the training of staff –

(i) including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship**; ~~energy efficiency auditors~~ and field officers;

(ii) on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers experiencing financial hardship** ~~consistently with the obligation in subclause (3)(c)~~;

(c) ~~Not Used~~ include guidance on how **customers experiencing financial hardship** are to be treated sensitively and respectfully;

(d) include guidance –

(i) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;

(ii) that assist the **retailer** in determining a **residential customer's** usage needs and capacity to pay when determining the conditions of an **instalment plan**;

(iii) for suspension of **disconnection** and debt recovery procedures;

(iv) on the reduction and/or waiver of fees, charges and debt; and

(v) on the recovery of debt.

(e) require that the **retailer's** credit management staff have a direct **telephone** number and that number be provided to ~~relevant financial counsellors and relevant consumer representative organisations~~;

(4) If requested, a **retailer** must give **residential customers**, ~~financial counsellors~~ and **relevant consumer representative organisations** a copy of the hardship policy, including by post at no charge.

(5) ~~Not Used~~ A **retailer** must keep a record of –

- (a) ~~the **relevant consumer representative organisations** consulted on the contents of the hardship policy and hardship procedures;~~
 - (b) ~~the dates the hardship policy and hardship procedures were established;~~
 - (c) ~~the dates the hardship policy and hardship procedures were reviewed; and~~
 - (d) ~~the dates the hardship policy and hardship procedures were amended.~~
- (6) ~~The **retailer** may, at any time, or must~~ If directed by the **Authority**, a **retailer** must review its hardship policy and hardship procedures and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (7) ~~The~~ A **retailer** must comply with the **Authority's** Financial Hardship Policy Guidelines.
- (8) If ~~the~~ a **retailer** amends makes a material amendment to the **retailer's** hardship policy, the **retailer** must submit to the **Authority** a copy of the **retailer's** amended hardship policy within 5 **business days** of the amendment.

Division 4 – Business customers experiencing payment difficulties

6.11 Alternative payment arrangements

A **retailer** must consider any reasonable request for alternative payment arrangements from a **business customer** who is experiencing **payment difficulties**.

Part 7 Disconnection

Division 1 – Conduct in relation to disconnection

Subdivision 1 – Disconnection for failure to pay bill

7.1 General requirements

- (1) Prior to arranging for **disconnection** of ~~the~~ **a customer's supply address** for failure to pay a bill, a **retailer** must –
- (a) give the **customer** a **reminder notice**, not less than ~~13~~ **15 business days** from the date of dispatch of the bill, including –
 - (i) the **retailer's telephone** number for billing and payment enquiries; and
 - (ii) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (b) use its best endeavours to **contact** the **customer**; ~~including by telephone or electronic means or other method;~~ and
 - (c) give the **customer** a **disconnection warning**, not less than ~~18~~ **20 business days** from the date of dispatch of the bill, advising the **customer** –
 - (i) that the **retailer** may **disconnect** the **customer** with at least 5 **business days** notice to the **customer**; and
 - (ii) of the existence and operation of **complaint** handling processes including the existence and operation of the **electricity ombudsman** and the Freecall **telephone** number of the **electricity ombudsman**.
- (2) For the purposes of subclause (1), a **customer** has failed to pay a **retailer's** bill if the **customer** has not –
- (a) paid the **retailer's** bill by the due date;
 - (b) agreed with the **retailer** to an offer of an **instalment plan** or other payment arrangement to pay the **retailer's** bill; or
 - (c) adhered to the **customer's** obligations to make payments in accordance with an agreed **instalment plan** or other payment arrangement relating to the payment of the **retailer's** bill.

7.2 Limitations on disconnection for failure to pay bill

- (1) Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's supply address** for failure to pay a bill –
- (a) within 1 **business day** after the expiry of the period referred to in the **disconnection warning**;
 - (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** –
 - (i) has accepted the offer before the expiry of the period specified by the **retailer** in the **disconnection warning**; and

- (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the **retailer** in the **disconnection warning**;
 - (c) if the amount outstanding is less than an amount approved and published by the **Authority** in accordance with subclause (2) and the **customer** has agreed with the **retailer** to repay the amount outstanding;
 - (d) if the **customer** has made an application for a **concession** and a decision on the application has not yet been made;
 - (e) if the **customer** has failed to pay an amount which does not relate to the supply of electricity; or
 - (f) if the **supply address** does not relate to the bill, ~~(unless the **customer** has failed to make payments relating to an outstanding debt for amount outstanding relates to a~~ **supply address** previously occupied by the **customer**).
- (2) For the purposes of subclause (1)(c), the **Authority** may approve and publish, in relation to failure to pay a bill, an amount outstanding below which a **retailer** must not arrange for the **disconnection** of a **customer's supply address**.

7.3 Dual fuel contracts

If a **retailer** and a **residential customer** have entered into –

- (a) a **dual fuel contract**; or
- (b) separate **contracts** for the supply of electricity and the supply of gas, under which –
 - (i) a single bill for energy is; or
 - (ii) separate, simultaneous bills for electricity and gas are,
 issued to the **residential customer**,

the **retailer** must not arrange for **disconnection** of the **residential customer's supply address** for failure to pay a bill within 15 **business days** from ~~arranging for~~ **the date of disconnection** of the **residential customer's** gas supply.

Subdivision 2 – Disconnection for denying access to meter

7.4 General requirements

- (1) A **retailer** must not arrange for the **disconnection** of a **customer's supply address** for denying access to the **meter**, unless –
- (a) the **customer** has denied access for at least ~~12-9~~ consecutive months;
 - (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (f), at least once given the **customer** in writing 5 **business days** notice –
 - (i) advising the **customer** of the next date or timeframe of a scheduled **meter** reading at the **supply address**;
 - (ii) requesting access to the **meter** at the **supply address** for the purpose of the scheduled **meter** reading; and
 - (iii) advising the **customer** of the **retailer's** ability to arrange for **disconnection** if the **customer** fails to provide access to the **meter**;
 - (c) the **retailer** has given the **customer** an opportunity to provide reasonable alternative access arrangements;

- (d) where appropriate, the **retailer** has informed the **customer** of the availability of alternative **meters** which are suitable to the **customer's supply address**;
 - (e) the **retailer** has used its best endeavours to **contact** the **customer** to advise of the proposed **disconnection**; and
 - (f) the **retailer** has given the **customer** a **disconnection warning** with at least 5 **business days** notice of its intention to arrange for **disconnection**.
- (2) A **retailer** may arrange for ~~the a~~ **distributor** to carry out 1 or more of the requirements referred in subclause (1) on behalf of the **retailer**.

Subdivision 3 – Disconnection for emergencies

7.5 General requirements

If a **distributor disconnects** a **customer's supply address** for **emergency** reasons, the **distributor** must –

- (a) provide, by way of a 24 hour **emergency** line at the cost of a local call (excluding mobile telephones), information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to restore supply to the **customer's supply address** as soon as possible.

Division 2 – Limitations on disconnection

7.6 General limitations on disconnection

(1) Subject to subclause (3), a **retailer** must not arrange for **disconnection** of a **customer's supply address** ~~whereif~~:

- (a) a **complaint** has been made to the **retailer** directly related to the reason for the proposed **disconnection**; or
- (b) the **retailer** is notified by the **distributor, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **distributor, electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body.

(2) Subject to subclause (3), a **distributor** must not ~~perform a disconnection of~~ **disconnect** a **customer's supply address** –

- (a) ~~whereif~~:
 - (i) a **complaint** has been made to the **distributor** directly related to the reason for the proposed **disconnection**; or
 - (ii) the **distributor** is notified by ~~the a~~ **retailer, the electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **retailer, electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body; or

(b) during any time:

- (i) after 3.00 pm Monday to Thursday;
- (ii) after 12.00 noon on a Friday; or
- (iii) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**,

unless –

- (iv) the **customer** is a **business customer**, and
- (v) the **business customer's** normal trading hours –
 - (A) fall within the time frames set out in subclause (b)(i) (ii) or (iii); and
 - (B) do not fall within any other time period; and
- (vi) it is not practicable for the **distributor** to ~~perform the disconnection~~ disconnect at any other time.

(3) A **retailer** or a **distributor** may arrange for **disconnection** of a **customer's supply address** if the **disconnection**—

- (a) was requested by the **customer**; or
- (b) was carried out for **emergency reasons**.

7.7 Life Support

(1) If a **customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer's supply address** requires **life support equipment**, the **retailer** must –

- (a) register the **customer's supply address** ~~and contact details~~ as a **life support equipment** address;
- (b) register the ~~life support equipment required by the customer~~ customer's contact details;
- (c) notify the **customer's distributor** that the **customer's supply address** is a **life support equipment** address, and of the contact details of the **customer** –
 - (i) that same day, if the confirmation is received before 3pm on a **business day**; or
 - (ii) no later than the next **business day**, if the confirmation is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (d) not arrange for **disconnection** of that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**.

(2) If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer**:

- (a) that the person residing at the customer's supply address who requires life support equipment is changing supply address;
- (b) that the customer is changing supply address but the person who requires life support equipment is not changing supply address;
- (c) of a change of the customer's supply address, in contact details, life support equipment; or

(d) that the **customer's supply address** no longer requires registration as a **life support equipment** address,

the **retailer** must –

~~(a)~~(e) register the change ~~of details~~;

~~(b)~~(f) notify the **customer's distributor** of the change ~~of details~~ –

(i) that same day, if the notification is received before 3pm on a **business day**; or

(ii) no later than the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and

~~(e)~~(g) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

(3) ~~Where~~if a **distributor** has been informed by a **retailer** under subclause (1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, or of a change of details notified to the **retailer** under subclause (2), the **distributor** must –

(a) register the **customer's supply address** as a **life support equipment** address or update the details notified by the **retailer** under subclause (2) –

(i) the next **business day**, if the notification is received before 3pm on a **business day**; or

(ii) within 2 **business days**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and

(b) ~~where~~if informed by a relevant government agency, notify the **retailer** in accordance with the timeframes specified in subclause (3)(a).

(4) ~~Where~~if **life support equipment** is registered at a **customer's supply address** under subclause (3)(a), a ~~the~~ **distributor** must –

(a) not **disconnect** that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**; and

(b) prior to any planned **interruption**, provide at least 3 **business days** written notice or notice by **electronic means** to the **customer's supply address** and, unless expressly requested in writing by the **customer** not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by **electronic means** from the **customer** or someone residing at the **supply address** that the notice has been received.

(5) ~~Where~~theif a **distributor** has already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address**, prior to the **distributor** registering thea **customer's supply address** as a **life support equipment** address under clause 7.7(3)(a), the **distributor** must use best endeavours to **contact** that **customer** or someone residing at the **supply address** prior to the planned **interruption**.

(6)

(a) No earlier than 3 months prior to the 12 month anniversary of the confirmation from the **appropriately qualified medical practitioner** referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, thea **retailer** must **contact** thea **customer** to:

(i) ascertain whether a person residing at the **customer's supply address** continues to require **life support equipment**; and

- (ii) if the **customer** has not provided the initial certification or **re-certification** from an **appropriately qualified medical practitioner** within the last 3 years, request that the **customer** provide that **re-certification**.
- (b) ~~The~~ A **retailer** must provide a minimum period of 3 months for ~~the~~ a **customer** to provide the information requested by the **retailer** in subclause (6)(a).
- (7)
- (a) When –
- (i) a person who requires **life support equipment**, vacates the **supply address**; or
 - (ii) a person who required **life support equipment**, no longer requires the **life support equipment**; or
 - (iii) subject to subclause (7)(b), a **customer** fails to provide the information requested by ~~the~~ a **retailer** for the purposes of subclause (6)(a)(i) or the **re-certification** referred to in subclause (6)(a)(ii), within the time period referred to in subclause (6)(b), or greater period if allowed by the **retailer**,
- the **retailer's** and **distributor's** obligations under subclauses (1) ~~to, (3), (4), (5) and~~ (6) terminate and the **retailer** or **distributor** (as applicable) must remove the **customer's** details from the **life support equipment** address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii):
- (iv) the next **business day**, if the **retailer** or **distributor** (as applicable) becomes aware of the relevant matter in subclause 7(a)(i), (ii) or (iii) before 3pm on a **business day**; or
 - (v) within 2 **business days**, if the **retailer** or **distributor** (as applicable) becomes aware of the relevant matter in subclause 7(a)(i), (ii) or (iii) after 3pm or on a Saturday, Sunday or **public holiday**.
- (b) A **customer** will have failed to provide the information requested by ~~the~~ a **retailer** for the purposes of subclause (6)(a)(i) or the **re-certification** referred to in subclause (6)(a)(ii) ~~where~~ if the **contact** by the **retailer** consisted of at least the following, each a minimum of 10 **business days** from the date of the last **contact**:
- (i) written correspondence sent by registered post to the **customer's supply address** and any other address nominated by the **customer**; and
 - (ii) a minimum of 2 other attempts to contact the **customer** by any of the following means:
 - (A) **electronic means**;
 - (B) **telephone**;
 - (C) in person;
 - (D) facsimile; or
 - (E) by post sent to the **customer's supply address** and any other address nominated by the **customer**.
- (c) ~~Where~~ if a **distributor's** obligations under subclauses (1),(3),(4), (5) and (6) terminate as a result of the operation of subclause (7)(a)(iii), ~~the~~ a **retailer** must notify the **distributor** of this fact as soon as reasonably practicable, but in any event, within 3 **business days**.

Part 8 Reconnection

8.1 Reconnection by retailer*

- (1) If a **retailer** has arranged for **disconnection** of a **customer's supply address** due to –
- (a) failure to pay a bill, and the **customer** has paid or agreed to accept an offer of an **instalment plan**, or other payment arrangement;
 - (b) the **customer** denying access to the **meter**, and the **customer** has subsequently provided access to the **meter**; or
 - (c) illegal use of electricity, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,
- the **retailer** must arrange for **reconnection** of the **customer's supply address**, subject to –
- (d) the **customer** making a request for **reconnection**; and
 - (e) the **customer** –
 - (i) paying the **retailer's** reasonable charge for **reconnection**, if any; or
 - (ii) accepting an offer of an **instalment plan** for the **retailer's** reasonable charges for **reconnection**, if any.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for **reconnection** to the relevant **distributor** –
- (a) that same **business day**, if the request is received before 3pm on a **business day**; or
 - (b) no later than 3pm on the next **business day**, if the request is received –
 - (i) after 3pm on a **business day**, or
 - (ii) on a Saturday, Sunday or **public holiday**.

8.2 Reconnection by distributor

- (1) If a **distributor** has **disconnected** a **customer's supply address** on request by the **customer's retailer**, and ~~the~~ **a retailer** has subsequently requested the **distributor** to **reconnect** the **customer's supply address**, the **distributor** must **reconnect** the **customer's supply address**.
- (2) For the purposes of subclause (1), a **distributor** must **reconnect** ~~the~~ **a customer's supply address** –
- (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and

(ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.

(3) Subclause (2) does not apply in the event of an **emergency**.

Part 9 Pre-payment Meters

9.1 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.
- (2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.

9.2 Operation of pre-payment meter

- (1) A **retailer** must not provide a **pre-payment meter service** at a **residential customer's supply address** without the **verifiable consent** of the **residential customer** or the **residential customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.
- (3) ~~Not Used A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service**—~~
 - ~~(a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or~~
 - ~~(b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.~~
- (4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

9.3 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –
 - (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
 - (b) of the tariffs, fees and charges applicable to a **pre-payment meter service** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;
 - (c) of the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard **meter**;
 - (d) how a **pre-payment meter** is operated;
 - (e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);
 - (f) of the emergency credit facilities applicable to a **pre-payment meter**, and
 - (g) of **credit retrieval**.

- (2) No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at ~~a~~ the residential customer's supply address, a **retailer** must give, or make available to the **residential customer** at no charge –
- (a) the information specified within subclause (1);
 - (b) a copy of the **contract**;
 - (c) information on the availability and scope of the **Code** and the requirement that **distributors, retailers** and **electricity marketing agents** comply with the **Code**;
 - (d) ~~Not Used~~ ~~details of the period at or before the expiry of which the residential customer may replace or switch the pre-payment meter to a standard meter at no cost to the residential customer;~~
 - (e) a **meter** identification number;
 - (f) a **telephone** number for enquiries;
 - (g) a **telephone** number for **complaints**;
 - (h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (i) confirmation of the **supply address** and any relevant mailing address;
 - (j) details of any **concessions** the **residential customer** may be eligible to receive;
 - (k) the amount of any **concessions** to be given to the **residential customer**;
 - (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
 - (m) information on the availability of **TTY** services;
 - (n) advice on how the **retailer** may assist in the event the **residential customer** is experiencing **payment difficulties** or **financial hardship**;
 - (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
 - (p) details on external **complaints** handling processes including the contact details for the **electricity ombudsman**;
 - (q) general information on the safe use of electricity;
 - (r) details of the initial **recharge facilities** available to the **residential customer**; and
 - (s) the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** if the **residential pre-payment meter customer** replaces or switches the **pre-payment meter** to a standard **meter**.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
 - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
 - (c) a **telephone** number for enquiries; and
 - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information –
- (a) total energy **consumption**;
 - (b) average daily **consumption**; and

(c) average daily cost of **consumption**,

for the previous 2 years or since the commencement of the **pre-payment meter contract** (whichever is the shorter), divided in quarterly segments.

- (5) A **retailer** must, within 10 **business days** of the change, [use reasonable endeavours to](#) notify a **pre-payment meter customer** in writing or by **electronic means** if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).
- (6) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to ~~the~~ [a pre-payment meter customer](#) at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an ~~electronic~~ [email](#) address nominated by the **pre-payment meter customer**.

9.4 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard **meter**, the **retailer** must within 1 **business day** of the request –
- (a) send the information referred to in clauses 2.3 and 2.4 to the [pre-payment meter customer](#) in writing or by **electronic means**; and
 - (b) arrange with the relevant **distributor** to –
 - (i) remove or render non-operational the **pre-payment meter**, and
 - (ii) replace or switch the **pre-payment meter** to a standard **meter**.
- (2) A **retailer** must not require payment of a charge for reversion to a standard **meter** if ~~the~~ [a pre-payment meter customer](#) is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause (1) within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.
- (3) ~~Where the~~ [If a pre-payment meter customer](#) requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), ~~the~~ [a retailer](#) may charge the **pre-payment meter customer** a reasonable charge for reversion to a standard **meter**. However, the **retailer's** obligations under subclause (1) –
- (a) if the [pre-payment meter customer](#) is a **residential pre-payment meter customer**, are not conditional on the [pre-payment meter customer](#) paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any); and
 - (b) if the [pre-payment meter customer](#) is not a **residential pre-payment meter customer**, may be made conditional on the [pre-payment meter customer](#) paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any).
- (4) If a **retailer** requests ~~the~~ [a distributor](#) to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the customer's~~ [that supply address](#) –
- (a) for **supply addresses** located within the **metropolitan area**, within 5 **business days** of receipt of the request; or
 - (b) for **supply addresses** located within the **regional area**, within 10 **business days** of receipt of the request.

9.5 Life support equipment

- (1) If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **pre-payment meter customer's supply address** requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at ~~the customer's~~ **that supply address** and the **retailer** must, or must immediately arrange to –
 - (a) remove or render non-operational the **pre-payment meter** at no charge;
 - (b) replace or switch the **pre-payment meter** to a standard **meter** at no charge; and
 - (c) provide information to the **pre-payment meter customer** about the **contract** options available to the **pre-payment meter customer**.
- (2) If a **retailer** requests ~~the a~~ **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at ~~the that customer's~~ **supply address** as soon as possible and in any event no later than –
 - (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 9 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 10 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.

9.6 Requirements for pre-payment meters

- (a) **A retailer must ensure that a Pre-payment meter customers will have has** access to emergency credit of \$20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the **pre-payment meter service** will be **de-energised**.
- (b) A **retailer** must ensure that a **pre-payment meter service** –
 - (i) is capable of informing the **retailer** of –
 - (A) the number of instances where a **pre-payment meter customer** has been **disconnected**; and
 - (B) the duration of each of those **disconnections** referred to in subclause (b)(i)(A),
at least every month, **and**
 - (ii) is capable of recommencing supply and supply is recommenced as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made.

9.7 Recharge Facilities

A **retailer** must ensure that –

- (a) at least 1 **recharge facility** is located as close as practicable to a **pre-payment meter**, and in any case no further than 40 kilometres away;

- (b) a **pre-payment meter customer** can access a **recharge facility** at least 3 hours per day, 5 days per week;
- (c) it uses best endeavours to ensure that ~~a~~ the **pre-payment meter customer** can access a **recharge facility** for periods greater than required under subclause (b); and
- (d) the minimum amount to be credited by a **recharge facility** does not exceed ~~\$~~20 ~~dollars~~ per increment.

9.8 Concessions

If a **pre-payment meter customer** demonstrates to a **retailer** that the **pre-payment meter customer** is entitled to receive a **concession**, the **retailer** must ensure that the **pre-payment meter customer** receives the benefit of the **concession**.

9.9 Meter ~~testing~~ check or test

- (1) ~~Where~~ If a **pre-payment meter customer** requests that the whole or part of ~~the~~ a **pre-payment meter** be checked or tested, ~~the~~ a **retailer** must, at the request of the pre-payment meter customer, make immediate arrangements to –
 - (a) check the **pre-payment meter customer's** metering data;
 - (b) check or conduct a test of the **pre-payment meter**, and/or
 - (c) arrange for a check or test by the responsible person for the **meter** installation at the **pre-payment meter customer's connection** point.
- (2) If a **retailer** requests ~~the~~ a **distributor** to check or test a **pre-payment meter** under subclause (1), the **distributor** must check or test the **pre-payment meter**.
- (3) A **pre-payment meter customer** who requests a check or test of ~~the~~ a **pre-payment meter** under subclause (1) must pay ~~the~~ a **retailer's** reasonable charge for checking or testing the **pre-payment meter** (if any).
- (4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), ~~the~~ a **retailer** must –
 - (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
 - (b) correct any **overcharging** or **undercharging** in accordance with clause 9.11; and
 - (c) refund ~~the customer~~ any charges paid by the pre-payment meter customer ~~pursuant to~~ under this clause for the testing of the **pre-payment meter**.

9.10 Credit retrieval, overcharging and undercharging

- (1) Subject to ~~the~~ a **pre-payment meter customer** notifying a **retailer** of the proposed vacation date, ~~a~~ the **retailer** must ensure that ~~a~~ the **pre-payment meter customer** can retrieve all remaining credit at the time the **pre-payment meter customer** vacates the **supply address**.
- (2) If a **pre-payment meter customer** (including a **pre-payment meter customer** who has vacated the **supply address**) has been **overcharged** as a result of an act or omission of a **retailer** or **distributor** (including ~~where~~ the if a **pre-payment meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **pre-payment meter customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **pre-payment meter customer** for instructions as to whether the amount should be –
 - (a) credited to the **pre-payment meter customer's** account; or

- (b) repaid to the **pre-payment meter customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **pre-payment meter customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **pre-payment meter customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount **undercharged** as a result of an act or omission by the **retailer** or **distributor** (including ~~where-if~~ a **pre-payment meter** has been found to be defective), the **retailer** must –
 - (a) limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that **undercharging** had occurred;
 - (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
 - (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
 - (d) offer the **pre-payment meter customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (7) ~~Where-if~~ the amount referred to in subclause (2) is less than ~~\$45~~\$100, the **retailer** may –
 - (a) ask the **pre-payment meter customer** for instructions ~~pursuant to-under~~ subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **pre-payment meter customer's** account (in which case subclause (3) applies as if the **pre-payment meter customer** instructed the **retailer** to credit the **pre-payment meter customer's** account).

9.11 Payment difficulties or financial hardship

- (1) A **retailer** must give reasonable consideration to a request by –
 - (a) a **residential pre-payment meter customer** ~~that-who~~ informs the **retailer** ~~in-writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) a **relevant consumer representative-organisation**,
 for a waiver of any fee payable by the **pre-payment meter customer** to replace or switch a **pre-payment meter** to a standard **meter**.
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
 - (a) ~~where-if~~ a **residential pre-payment meter customer** informs the **retailer** ~~in-writing, by telephone or by electronic means~~ that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,

subject to subclause (3), the **retailer** must use best endeavours to **contact** the **pre-payment meter customer** as soon as is reasonably practicable to provide –

- (c) Not Used ~~the information referred to in clauses 2.3 and 2.4 to the **customer**,~~
- (d) information about the different types of **meters** available to the **pre-payment meter customer**;
- (e) information about and referral to relevant ~~**customer**~~ financial assistance programmes, and/or
- (f) referral to **relevant consumer representative** ~~s~~ **organisations**; and/or
- (g) information on independent financial and other relevant counselling services.

(3) Where the **retailer** has identified the **residential pre-payment meter customer** pursuant to subclause (2)(b), the **retailer** is not required to contact the **residential customer** and provide the information set out in subclauses (2)(c)-(g) if the **retailer** has provided the **residential pre-payment meter customer** with that information in the preceding 12 months.

~~(3)~~(4) The information to be provided in subclause (2) may be provided in writing to ~~the~~ **a pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an ~~electronic~~ **email** address nominated by the **pre-payment meter customer**.

9.12 Existing pre-payment meters

A **pre-payment meter** installed prior to the **amendment date** will be deemed to comply with the requirements of this Part 9.

Part 10 Information & Communication
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Division 1 – Obligations particular to retailers

10.1 Tariff information

- (1) A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs ~~as soon as practicable after the variation is published and, in any event,~~ no later than the next bill in a **customer's billing cycle**.
- (2) A **retailer** must give a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, including any **alternative tariffs** that may be available to that **customer**.
- (3) A **retailer** must give a **customer** the information referred to under subclause (2) within 8 **business days** of the date of receipt. If requested by ~~a~~ the **customer**, the **retailer** must give the information in writing.

10.2 Historical billing data

- (1) A **retailer** must give a **non-contestable customer** on request the **non-contestable customer's** billing data.
- (2) If a **non-contestable customer** requests billing data under subclause (1) –
 - (a) for a period less than the previous 2 years and no more than once a year; or
 - (b) in relation to a dispute with ~~the~~ a **retailer**,the **retailer** must give the billing data at no charge.
- (3) A **retailer** must give a **non-contestable customer** the billing data requested under subclause (1) within 10 **business days** of the date of receipt of –
 - (a) the request; or
 - (b) payment for the **retailer's** reasonable charge for providing the billing data (if requested by the **retailer**).
- (4) A **retailer** must keep a **non-contestable customer's** billing data for 7 years.

10.3 Concessions

A **retailer** must give a **residential customer** on request at no charge –

- (a) information on the types of **concessions** available to the **residential customer**; and
- (b) the name and contact details of the organisation responsible for administering those **concessions** (if the **retailer** is not responsible).

10.3A Service Standard Payments

A **retailer** must give a **customer** at least once a year written details of the **retailer's** and **distributor's** obligations to make payments to the **customer** under Part 14 of this **Code** and under any other legislation (including subsidiary legislation) in Western Australia including the amount of the payment and the eligibility criteria for the payment.

10.4 Energy Efficiency Advice

A **retailer** must give or make available to a **customer** on request, at no charge, general information on –

- (a) cost effective and efficient ways to utilise electricity (including referring ~~a~~the **customer** to a relevant information source); and
- (b) the typical running costs of major domestic appliances.

10.5 Distribution matters

If a **customer** asks a **retailer** for information relating to the distribution of electricity, the **retailer** must –

- (a) give the information to the **customer**; or
- (b) refer the **customer** to the relevant **distributor** for a response.

Division 2 – Obligations particular to distributors

10.6 General information

A **distributor** must give a **customer** on request, at no charge, the following information –

- (a) information on the **distributor's** requirements in relation to the **customer's** proposed new electrical installation, or changes to the **customer's** existing electrical installation, including advice about supply extensions;
- (b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
- (c) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (d) advice on facilities required to protect the **distributor's** equipment;
- (e) advice on how to obtain information on protecting the **customer's** equipment;
- (f) advice on the **customer's** electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;
- (g) general information on safe use of electricity;
- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

10.7 Historical consumption data

(1) A **distributor** must give a **customer** on request the **customer's consumption** data.

(2) If a **customer** requests **consumption** data under subclause (1) –

- (a) for a period less than the previous 2 years ~~and no more than twice a year~~, provided the **customer** has not been given **consumption** data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request; or
- (b) in relation to a dispute with ~~the~~a **distributor**,

the **distributor** must give the **consumption** data at no charge.

- (3) A **distributor** must give a **customer** the **consumption** data requested under subclause (1) within 10 **business days** of the date of receipt of –
 - (a) the request; or
 - (b) if payment is required (and is requested by the **distributor** within 2 **business days** of the request) payment for the **distributor's** reasonable charge for providing the data.
- (4) A **distributor** must keep a **customer's consumption** data for 7 years.

10.8 Distribution standards

- (1) A **distributor** must tell a **customer** on request how the **customer** can obtain information on distribution standards and metering arrangements –
 - (a) prescribed under the **Act** or the *Electricity Act 1945*; or
 - (b) adopted by the **distributor**,that are relevant to the **customer**.
- (2) A **distributor** must publish on its website the information specified in subclause (1).

Division 3 – Obligations particular to retailers and distributors

10.9 Written information must be easy to understand

To the extent practicable, a **retailer** and **distributor** must ensure that any written information that must be given to a **customer** by the **retailer** or **distributor** or its **electricity marketing agent** under the **Code** is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

10.10 Code of Conduct

- (1) A **retailer** and a **distributor** must tell a **customer** on request how the **customer** can obtain a copy of the **Code**.
- (2) A **retailer** and a **distributor** must make electronic copies of the **Code** available, at no charge, on the **retailer's** or **distributor's** website.
- (3) ~~Not Used~~ A **retailer** and a **distributor** must make a copy of the **Code** available for inspection at the offices of the **retailer** and **distributor** at no charge.

10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **residential customer** on request, at no charge, services that assist the **residential customer** in interpreting information provided by the **retailer** or **distributor** to the **residential customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, ~~where if~~ appropriate, a **distributor** must include in relation to **residential customers** –
 - (a) the **telephone** number for its **TTY** services;

- (b) the **telephone** number for independent multi-lingual services; and
- (c) the telephone number for interpreter services together with the **National Interpreter Symbol** ~~with~~ and the words “Interpreter Services”,
on the –
- (d) bill and bill related information (including, for example, the notice referred to in clause 4.2~~(5)~~(3) and statements relating to an **instalment plan**);
- (e) **reminder notice**; and
- (f) **disconnection warning**.

10.12 Metering

- (1) A **distributor** must advise a **customer** on request, at no charge, of the availability of different types of **meters** and their –
 - (a) suitability to the **customer’s supply address**;
 - (b) purpose;
 - (c) costs; and
 - (d) installation, operation and maintenance procedures.
- (2) If a **customer** asks a **retailer** for information relating to the availability of different types of **meters**, the **retailer** must –
 - (a) give the information to the **customer**; or
 - (b) refer the **customer** to the relevant **distributor** for a response.

**Part 11
NOT USED**

Part 12 Complaints & Dispute Resolution

12.1 Obligation to establish complaints handling process

- (1) A **retailer** and **distributor** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The **complaints** handling process under subclause (1) must –
 - (a) comply with **Australian Standard** [AS/NZS 10002:2014](#)~~AS ISO 10002 – 2006~~;
 - (b) address at least –
 - (i) how **complaints** must be lodged by **customers**;
 - (ii) how **complaints** will be handled by ~~the a~~ **retailer** or **distributor**, including –
 - (A) a right of ~~the a~~ **customer** to have its **complaint** considered by a senior employee within each organisation of the **retailer** or **distributor** if the **customer** is not satisfied with the manner in which the **complaint** is being handled;
 - (B) the information that will be provided to a **customer**;
 - (iii) response times for **complaints**; [and](#)
 - (iv) method of response;
 - (c) detail how ~~the a~~ **retailer** will handle **complaints** about the **retailer**, **electricity marketing agents** or **marketing**; and
 - (d) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(ii)(B), a **retailer** or **distributor** must at least –
 - (a) when responding to a **customer complaint**, advise the **customer** that the **customer** has the right to have the **complaint** considered by a senior employee within the **retailer** or **distributor** (in accordance with its **complaints** handling process); and
 - (b) when a **complaint** has not been **resolved** internally in a manner acceptable to ~~the a~~ **customer**, advise the **customer** –
 - (i) of the reasons for the outcome (on request, the **retailer** or **distributor** must supply such reasons in writing); and
 - (ii) that the **customer** has the right to raise the **complaint** with the **electricity ombudsman** or another relevant external dispute resolution body and provide the Freecall **telephone** number of the **electricity ombudsman**.
- (4) For the purpose of subclause (2)(b)(iii), a **retailer** or **distributor** must, on receipt of a written **complaint** by a **customer** –
 - (a) acknowledge the **complaint** within 10 **business days**; and
 - (b) respond to the **complaint** by addressing the matters in the **complaint** within 20 **business days**.

12.2 Obligation to comply with a guideline that distinguishes customer queries from ~~customer~~ complaints

A *retailer* must comply with any guideline developed by the *Authority* relating to distinguishing *customer* queries from ~~customer~~ *complaints*.

12.3 Information provision

A *retailer*, *distributor* and *electricity marketing agent* must give a *customer* on request, at no charge, information that will assist the *customer* in utilising the respective *complaints* handling processes.

12.4 Obligation to refer complaint

When a *retailer*, *distributor* or *electricity marketing agent* receives a *complaint* that does not relate to its functions, it must advise the *customer* of the entity that the *retailer*, *distributor* or *electricity marketing agent* reasonably considers to be the appropriate entity to deal with the *complaint* (if known).

Part 13 Reporting

13.1 Preparation of an annual report ~~by retailers and distributors~~

A *retailer* and a *distributor* must prepare a report in respect of each *reporting year* setting out the information specified by the *Authority*.

13.2 Provision of annual report to the Authority ~~by retailers and distributors~~

A report referred to in clause 13.1 must be provided to the *Authority* by the date, and in the matter and form, specified by the *Authority*.

13.3 Publication of reports ~~by retailers and distributors~~

(1) A report referred to in clause 13.1 must be published by the date specified by the *Authority*.

(2) A report is published for the purposes of subclause (1) if –

(a) copies of it are available to the public, without cost, at places where the *retailer* or *distributor* transacts business with the public; and

(b) a copy of it is posted on an internet website maintained by the *retailer* or *distributor*.

Part 14 Service Standard Payments
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Division 1 – Obligations particular to retailers

14.1 Facilitating customer reconnections

- (1) Subject to clause 14.6, ~~where~~if a **retailer** is required to arrange a **reconnection** of a **customer's supply address** under Part 8 –
- (a) but the **retailer** has not complied with the time frames prescribed in clause 8.1(2); or
 - (b) the **retailer** has complied with the time frames prescribed in clause 8.1(2) but ~~the~~a **distributor** has not complied with the time frames prescribed in clause 8.2(2),
- the **retailer** must pay to the **customer** \$60 for each day that it is late, up to a maximum of \$300.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of ~~the~~a **distributor**, the **distributor** must compensate the **retailer** for the payment.

14.2 Wrongful disconnections

- (1) Subject to clause 14.6, if a **retailer** –
- (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 and 6.10) and Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), 7.7(2)(a) and 7.7(2)(c)) of the **Code** prior to arranging for **disconnection** or **disconnecting a customer** for failure to pay a bill; or
 - (b) arranges for **disconnection** or **disconnects a customer** in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,
- the **retailer** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of ~~the~~a **distributor**, the **distributor** must compensate the **retailer** for the payment.

14.3 Customer service

- (1) Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **retailer** must pay to the **customer** \$20.
- (2) ~~The~~A **retailer** will only be liable to make 1 payment of \$20, ~~pursuant to~~under subclause (1), for each written **complaint**.

Division 2 – Obligations particular to distributors

14.4 Customer service

- (1) Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **distributor** must pay to the **customer** \$20.
- (2) ~~The~~ **distributor** will only be liable to make 1 payment of \$20, ~~pursuant to~~ under subclause (1), for each written **complaint**.

14.5 Wrongful disconnections

Subject to clause 14.6, if a **distributor disconnects** a **customer's supply address** other than as authorised by –

- (a) this **Code** or otherwise by law; or
- (b) a **retailer**,

then the **distributor** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.

Division 3 – Payment

14.6 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if events or conditions outside the control of the **retailer** or **distributor** caused the **retailer** or **distributor** to be liable to make the payment.
- (2) Except in the case of a payment under clauses 14.2 and 14.5, which are required to be made without application by a **customer** as soon as reasonably practical, a **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if the **customer** fails to apply to the **retailer** or **distributor** for the payment within 3 months of the non-compliance by the **retailer** or **distributor**.
- (3) Under clauses 14.3 and 14.4, a **retailer** or **distributor** is not required to make more than 1 payment to each affected **supply address** per event of non-compliance with the performance standards.
- (4) For the purposes of subclause (3), each **supply address** where a **customer** receives a bill from a **retailer** is a separate **supply address**.

14.7 Method of payment

- (1) A **retailer** who is required to make a payment under clauses 14.1, 14.2 or 14.3 must do so –
 - (a) by deducting the amount of the payment from the amount due under the **customer's** next bill;
 - (b) by paying the amount directly to the **customer**; or
 - (c) as otherwise agreed between the **retailer** and the **customer**.
- (2) A **distributor** who is required to make a payment under clauses 14.4 or 14.5 must do so –

- (a) by paying the amount to the **customer's retailer** who will pass the amount on to the **customer** in accordance with subclause (1);
 - (b) by paying the amount directly to the **customer**, or
 - (c) as otherwise agreed between the **distributor** and the **customer**.
- (3) For the avoidance of doubt, a payment made under this part does not affect any rights of a **customer** to claim damages or any other remedy.

14.8 Recovery of payment

- (1) If a **retailer** or **distributor** who is required to make a payment to a **customer** under this Part fails to comply with clause 14.7 within 30 days of the date of demand for payment by the **customer**, or in the case of a payment required to be made under clause 14.2(1) or 14.5, within 30 days of the date of the wrongful **disconnection**, then the **customer** may recover the payment in a court of competent jurisdiction as a debt due from the **retailer** or **distributor** (as the case may be) to the **customer**.
- (2) If a **retailer** is entitled under clause 14.1(2) or 14.2(2) to compensation from a **distributor**, and the **distributor** fails to pay the compensation to the **retailer** within 30 days of the date of demand for compensation payment by the **retailer**, then the **retailer** may recover the compensation payment in a court of competent jurisdiction as a debt due from the **distributor** to the **retailer**.

Attachment 2 – Clean code incorporating recommendations

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to Small Use Customers 2016***

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Part 1 Preliminary

1.1 Title

The **Code** may be cited as the *Code of Conduct for the Supply of Electricity to Small Use Customers 2016*.

1.2 Authority

The **Code** is made by the **Authority** under section 79 of the **Act**.

1.3 Commencement

- (1) The **Code** comes into operation upon the day prescribed by the **Authority**.

1.4 Interpretation

- (1) Headings and notes are for convenience or information only and do not affect the interpretation of the **Code** or any term or condition set out in the **Code**.
- (2) An expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.
- (3) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.
- (4) A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.
- (5) Other parts of speech and grammatical forms of a word or phrase defined in the **Code** have a corresponding meaning.
- (6) A reference to an **electricity marketing agent** arranging a **contract** is to be read as a reference to an **electricity marketing agent** entering into the **contract** on the **retailer's** or **customer's** behalf, or arranging the **contract** on behalf of another person (whichever is relevant).

1.5 Definitions

In the **Code**, unless the contrary intention appears –

“**accumulation meter**” has the same meaning as in clause 1.3 of the **Metering Code**.

“**Act**” means the *Electricity Industry Act 2004*.

“**adjustment**” means the difference in the amount charged –

- (a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or
- (b) under a bill smoothing arrangement based on an estimate carried out in accordance with clause 4.3(2)(a)-(b),

and the amount to be charged as a result of the bill being determined in accordance with clause 4.6(1)(a) provided that the difference is not as a result of a defect, error or default for which the **retailer** or **distributor** is responsible or contributed to.

“**alternative tariff**” means a tariff other than the tariff under which the **customer** is currently supplied electricity.

“**amendment date**” means 1 July 2014.

“**appropriately qualified medical practitioner**” means:

- (a) within the Perth Metropolitan Area, a specialist medical practitioner, a hospice doctor, or a practitioner working in a specialist department of a hospital; or
- (b) outside of the Perth Metropolitan Area, a doctor or general practitioner if he/she also works on an occasional basis from a local hospital or rural health service, or a hospice doctor.

“**attach**” has the same meaning as in the ***Obligation to Connect Regulations***.

“**Australian Consumer Law (WA)**” means schedule 2 to the *Competition and Consumer Act 2010* (Cth) as modified by section 36 of the *Fair Trading Act 2010* (WA).

“**Australian Standard**” means a standard published by Standards Australia.

“**Authority**” means the Economic Regulation Authority established under the *Economic Regulation Authority Act 2003*.

“**basic living needs**” includes –

- (a) rent or mortgage;
- (b) other utilities (e.g., gas, phone and water);
- (c) food and groceries;
- (d) transport (including petrol and car expenses);
- (e) childcare and school fees;
- (f) clothing; and
- (g) medical and dental expenses.

“**billing cycle**” means the regular recurrent period in which a **customer** receives a bill from a **retailer**.

“**business customer**” means a **customer** who is not a **residential customer**.

“**business day**” means any day except a Saturday, Sunday or **public holiday**.

“**call centre**” means a dedicated centre that has the purpose of receiving and transmitting **telephone** calls in relation to customer service operations of the **retailer** or **distributor**, as relevant, and consists of call centre staff and 1 or more information technology and communications systems designed to handle customer service calls and record call centre performance information.

“**change in personal circumstances**” includes –

- (a) sudden and unexpected disability, illness of or injury to the **residential customer** or a dependant of the **residential customer**;
- (b) loss of or damage to property of the **residential customer**; or
- (c) other similar unforeseeable circumstances arising as a result of events beyond the control of the **residential customer**.

“**Code**” means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2016* as amended by the **Authority** under section 79 of the **Act**.

“**collective customer**” means a **customer** –

- (a) who receives a single bill from the **retailer** for electricity supplied at two or more **supply addresses**; or
- (b) who is supplied electricity from the same **retailer** at multiple sites at a single **supply address**.

“**complaint**” means an expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required.

“**concession**” means a concession, rebate, subsidy or grant related to the supply of electricity available to **residential customers** only.

“**connect**” means to **attach** by way of a physical link to a network and to **energise** the link.

“**consumption**” means the amount of electricity supplied by the **retailer** to the **customer’s supply address** as recorded by the **meter**.

“**contact**” means contact that is face to face, by **telephone** or by post, facsimile or **electronic means**.

“**contestable customer**” means a **customer** at an exit point where the amount of electricity transferred at the exit point is more than the amount prescribed under the *Electricity Corporations (Prescribed Customers) Order 2007* made under the *Electricity Corporations Act 2005* or under another enactment dealing with the progressive introduction of customer contestability.

“**contract**” means a **standard form contract** or a **non-standard contract**.

“**cooling-off period**” means the period specified in the **contract** as the cooling-off period.

“**credit retrieval**” means the ability for a **pre-payment meter customer** to recover any payments made for the supply of electricity.

“**customer**” means a customer who consumes not more than 160 MWh of electricity per annum.

“**de-energise**” means the removal of the supply voltage from the **meter** at the **supply address** while leaving the **supply address attached**.

“**direct debit facility**” means a facility offered by a **retailer** to automatically deduct a payment from a **customer’s** nominated account and entered into with a **customer** in accordance with clause 5.3.

“**disconnect**” means to **de-energise** the **customer’s supply address**, other than in the event of an **interruption**.

“**disconnection warning**” means a notice in writing issued in accordance with clause 7.1(1)(c) or clause 7.4(1).

“**distributor**” means a person who holds a distribution licence or integrated regional licence under Part 2 of the **Act**.

“**dual fuel contract**” means a **non-standard contract** for the sale of electricity and for the sale of gas by a **retailer** to a **contestable customer**.

“**Electricity Industry Code**” means the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.

“**electricity marketing agent**” means –

(a) a person who acts on behalf of a **retailer** –

(i) for the purpose of obtaining new **customers** for the licensee; or

(ii) in dealings with existing **customers** in relation to **contracts** for the supply of electricity by the licensee;

(b) a person who engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; or

(c) a representative, agent or employee of a person referred to in subclause (a) or (b),

but does not include a person who is a **customer** representative or the **Housing Authority**.

“**electricity ombudsman**” means the ombudsman appointed under the scheme initially approved by the Minister or by the **Authority** for any amendments under section 92 of the **Act**.

“**Electricity Generation and Retail Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.

“**electronic means**” means the internet, email, facsimile, SMS or other similar means but does not include **telephone**.

“**emergency**” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person, or the maintenance of power system security, in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

“**energise**” has the same meaning as in the **Obligation to Connect Regulations**.

“**energy data**” has the same meaning as in the **Metering Code**.

“**export**” means the amount of electricity exported into the **distributor’s** network as recorded by the **meter**.

“**financial hardship**” means a state of more than immediate financial disadvantage which results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** without affecting the ability to meet the **basic living needs** of the **residential customer** or a dependant of the **residential customer**.

“**historical debt**” means an amount outstanding for the supply of electricity by a **retailer** to a **customer’s** previous **supply address** or **supply addresses**.

“**Housing Authority**” means the body corporate in existence pursuant to section 6 of the *Housing Act 1980*.

“**instalment plan**” means an arrangement between a **retailer** and a **customer** to assist the **customer** to remain **connected**, reduce its arrears and minimise the risk of the **customer** getting into further debt where the **customer** pays in arrears or in advance and continued usage on its account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account the **customer’s** capacity to pay. It does not include **customers** using an instalment plan as a matter of convenience or for flexible budgeting purposes.

“**interruption**” means the temporary unavailability of supply from the distribution network to a **customer**, but does not include **disconnection** under Part 7.

“**interval meter**” has the same meaning as in the **Metering Code**.

“**life support equipment**” means the equipment designated under the Life Support Equipment Electricity Subsidy Scheme.

“**marketing**” includes engaging or attempting to engage in any of the following activities by any means, including door to door or by **telephone** or other **electronic means** –

- (a) negotiations for, or dealings in respect of, a **contract** for the supply of electricity to a **customer**, or
- (b) advertising, promotion, market research or public relations in relation to the supply of electricity to **customers**.

“**marketing identification number**” means a unique number assigned by a **retailer** to each **electricity marketing agent** acting on its behalf.

“**meter**” has the same meaning as in the **Metering Code**.

“**metering agent**” means a person responsible for reading the **meter** on behalf of the **distributor**.

“**Metering Code**” means the *Electricity Industry (Metering) Code 2012*.

“**metrology procedure**” has the same meaning as in the **Metering Code**.

“**metropolitan area**” means –

- (a) the region described in Schedule 3 of the *Planning and Development Act 2005*;
- (b) the local government district of Mandurah;
- (c) the local government district of Murray; and
- (d) the townsites, as constituted under section 26 of the *Land Administration Act 1997*, of –
 - (i) Albany;
 - (ii) Bunbury;
 - (iii) Geraldton;
 - (iv) Kalgoorlie;
 - (v) Karratha;
 - (vi) Port Hedland; and
 - (vii) South Hedland.

“**National Interpreter Symbol**” means the national public information symbol “Interpreter Symbol” (with text) developed by Victoria in partnership with the Commonwealth, State and Territory governments in accordance with **Australian Standard 2342**.

“**non-contestable customer**” means a **customer** other than a **contestable customer**.

“**non-standard contract**” means a contract entered into between a **retailer** and a **customer**, or a class of **customers**, that is not a **standard form contract**.

“**Obligation to Connect Regulations**” means the *Electricity Industry (Obligation to Connect) Regulations 2005* (WA).

“**overcharging**” means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.

“**payment difficulties**” means a state of immediate financial disadvantage that results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** by reason of a **change in personal circumstances**.

“**payment problems**” includes, without limitation, payment problems relating to a **historical debt**.

“**premises**” means premises owned or occupied by a new or existing **customer**.

“**pre-payment meter**” means a **meter** that requires a **customer** to pay for the supply of electricity prior to **consumption**.

“**pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address**.

“**pre-payment meter service**” means a service for the supply of electricity where the **customer** agrees to purchase electricity by means of a **pre-payment meter**.

“**public holiday**” means a public holiday in Western Australia.

“**re-certification**” means confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer’s supply address** continues to require **life support equipment**.

“**recharge facility**” means a facility where a **pre-payment meter customer** can purchase credit for the **pre-payment meter**.

“**reconnect**” means to **re-energise** the **customer’s supply address** following **disconnection**.

“**re-energise**” means to restore the supply voltage to the **meter** at the **supply address**.

“**regional area**” means all areas in Western Australia other than the **metropolitan area**.

“**Regional Power Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.

“**relevant consumer representative**” means a person who may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**, and includes financial counsellors.

“**reminder notice**” means a notice in writing issued in accordance with clause 7.1(1)(a).

“**reporting year**” means a year commencing on 1 July and ending on 30 June.

“**residential customer**” means a **customer** who consumes electricity solely for domestic use.

“**residential pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address** and who consumes electricity solely for domestic use.

“**resolved**” means the decision or determination made by the **retailer** or **distributor** (as relevant) with respect to the **complaint**, where the **retailer** or **distributor**, having regard to the nature and particular circumstances of the **complaint**, has used all reasonable steps to ensure the best possible approach to addressing the **complaint**.

“**retailer**” means a person who holds a retail licence or integrated regional licence under Part 2 of the **Act**.

“**standard form contract**” means a contract that is approved by the **Authority** under section 51 of the **Act** or prescribed by the Minister under section 55 of the **Act** prior to its repeal.

“**supply address**” means the **premises** to which electricity was, is or may be supplied under a **contract**.

“**telephone**” means a device which is used to transmit and receive voice frequency signals.

“**temporary suspension of actions**” means a situation where a **retailer** temporarily suspends all **disconnection** and debt recovery procedures without entering into an alternative payment arrangement under clause 6.4(1).

“**time band**” refers to a period of time within a **time of use tariff** to which a given tariff rate applies.

“**time of use tariff**” means a tariff structure in which some or all of the tariff varies according to the time at which electricity is supplied.

“**TTY**” means a teletypewriter.

“**Type 7**” has the same meaning as in the **Metering Code**.

“**undercharging**” includes, without limitation –

- (a) the failure to issue a bill in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or
- (b) the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.

“**unsolicited consumer agreement**” is defined in section 69 of the **Australian Consumer Law (WA)**.

“**verifiable consent**” means consent that is given –

- (a) expressly;
- (b) in writing or orally;
- (c) after the **retailer** or **electricity marketing agent** (whichever is relevant) has in plain language appropriate to that **customer** disclosed all matters materially relevant to the giving of the consent, including each specific purpose for which the consent will be used; and
- (d) by the **customer** or a nominated person competent to give consent on the **customer’s** behalf.

1.6 Application

Subject to clause 1.10, the **Code** applies to –

- (a) **retailers**;
- (b) **distributors**; and
- (c) **electricity marketing agents**,

in accordance with Part 6 of the **Act**.

1.7 Purpose

The **Code** regulates and controls the conduct of **electricity marketing agents**, **retailers** and **distributors**.

1.8 Objectives

The objectives of the **Code** are to –

- (a) define standards of conduct in the supply and **marketing** of electricity to **customers**; and
- (b) protect **customers** from undesirable **marketing** conduct.

1.9 Amendment & Review

The process for amendment and review of the **Code** is set out in Part 6 of the **Act**.

1.10 Variation from the Code

A **retailer** and a **customer** may agree that the following clauses (marked with an asterisk and an annotation throughout) do not apply, or are to be amended in their application, in a **non-standard contract** –

- (a) 4.1;
- (b) 4.2;
- (c) 5.1;
- (d) 5.2;
- (e) 5.4;
- (f) 5.7; and
- (g) 8.1.

Part 2 Marketing

NOTE: This **Code** is not the only compliance obligation in relation to marketing. Other State and Federal laws apply to marketing activities, including but not limited to the *Fair Trading Act 2010* (WA), the *Spam Act 2003* (Cth), the *Spam Regulations 2004* (Cth), the *Do Not Call Register Act 2006* (Cth), the *Telecommunications (Do Not Call Register) (Telemarketing and Research Calls) Industry Standard 2007* (Cth) and the *Privacy Act 1988* (Cth).

Division 1 – Obligations particular to retailers

2.1 Retailers to ensure electricity marketing agents comply with this Part

A **retailer** must ensure that its **electricity marketing agents** comply with this Part.

Division 2 – Contracts and information to be provided to customers

2.2 Entering into a standard form contract

- (1) When entering into a **standard form contract** that is not an **unsolicited consumer agreement**, a **retailer** or **electricity marketing agent** must-
 - (a) record the date the **standard form contract** was entered into;
 - (b) give, or make available to the **customer** at no charge, a copy of the **standard form contract** -
 - (i) at the time the **standard form contract** is entered into, if the **standard form contract** was not entered into over the **telephone**; or
 - (ii) as soon as possible, but not more than 5 **business days** after the **standard form contract** was entered into, if the **standard form contract** was entered into over the **telephone**.
- (2) Subject to subclause (3), a **retailer** or **electricity marketing agent** must give the following information to a **customer** no later than on or with the **customer's** first bill -
 - (a) how the **customer** may obtain -
 - (i) a copy of the **Code**; and
 - (ii) details on all relevant tariffs, fees, charges, **alternative tariffs** and service levels that may apply to the **customer**,
 - (b) the scope of the **Code**;
 - (c) that a **retailer** and **electricity marketing agent** must comply with the **Code**;
 - (d) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (e) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**;
 - (f) the **distributor's** 24 hour **telephone** number for faults and emergencies;
 - (g) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -

- (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
 - (ii) **TTY** services;
 - (h) how to make an enquiry of, or **complaint** to, the **retailer**; and
 - (i) general information on the safe use of electricity.
- (3) For the purposes of subclause (2), a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
- (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
 - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.

2.3 Entering into a non-standard contract

- (1) When entering into a **non-standard contract** that is not an **unsolicited consumer agreement**, a **retailer** or **electricity marketing agent** must -
- (a) obtain and make a record of the **customer's verifiable consent** that the **non-standard contract** has been entered into, and
 - (b) give, or make available to the **customer** at no charge, a copy of the **non-standard contract** -
 - (i) at the time the **non-standard contract** is entered into, if the **non-standard contract** was not entered into over the **telephone**; or
 - (ii) as soon as possible, but not more than 5 **business days** after the **non-standard contract** was entered into, if the **non-standard contract** was entered into over the **telephone**.
- (2) Before entering into a **non-standard contract**, a **retailer** or **electricity marketing agent** must give the **customer** the following information -
- (a) details of any right the **customer** may have to rescind the **non-standard contract** during a **cooling-off period** and the charges that may apply if the **customer** rescinds the **non-standard contract**;
 - (b) how the **customer** may obtain -
 - (i) a copy of the **Code**; and
 - (ii) details on all relevant tariffs, fees, charges, **alternative tariffs** and service levels that may apply to the **customer**,
 - (c) the scope of the **Code**;
 - (d) that a **retailer** and **electricity marketing agent** must comply with the **Code**;
 - (e) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (f) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**;
 - (g) the **distributor's** 24 hour **telephone** number for faults and emergencies;
 - (h) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -

- (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
 - (ii) **TTY** services;
- (i) how to make an enquiry of, or **complaint** to, the **retailer**; and
- (j) general information on the safe use of electricity.
- (3) For the purposes of subclauses (2)(b)-(j), a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
 - (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
 - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.
- (4) Before arranging a **non-standard contract**, the **Electricity Generation and Retail Corporation** or **Regional Power Corporation**, or an **electricity marketing agent** acting on behalf of it, must give a **customer** the following information:
 - (a) that the **customer** is able to choose the **standard form contract** offered by the relevant **retailer**; and
 - (b) the difference between the **non-standard contract** and the **standard form contract**.
- (5) Subject to subclause (3), a **retailer** or **electricity marketing agent** must obtain the **customer's verifiable consent** that the information in clause 2.3(2) and clause 2.3(4) (if applicable) has been given.

Division 3 – Marketing Conduct

2.4 Standards of Conduct

- (1) A **retailer** or **electricity marketing agent** must ensure that the inclusion of **concessions** is made clear to **residential customers** and any prices that exclude **concessions** are disclosed.
- (2) A **retailer** or **electricity marketing agent** must ensure that a **customer** is able to **contact** the **retailer** or **electricity marketing agent** on the **retailer's** or **electricity marketing agent's** contact details, including **telephone** number, during the normal business hours of the **retailer** or **electricity marketing agent** for the purposes of enquiries, verifications and **complaints**.

2.5 Contact for the purposes of marketing

- (1) A **retailer** or **electricity marketing agent** who makes **contact** with a **customer** for the purposes of **marketing** must, on request by the **customer** –
 - (a) provide the **customer** with the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
 - (b) provide the **customer** with the **telephone** number of the **electricity ombudsman**; and

- (c) for contact by an **electricity marketing agent**, provide the **customer** with the **electricity marketing agent's marketing identification number**.
- (2) A **retailer** or **electricity marketing agent** who meets with a **customer** face to face for the purposes of **marketing** must –
- (a) wear a clearly visible and legible identity card that shows –
- (i) his or her first name;
 - (ii) his or her photograph;
 - (iii) his or her **marketing identification number** (for contact by an **electricity marketing agent**); and
 - (iv) the name of the **retailer** on whose behalf the **contact** is being made; and
- (b) provide the **customer**, in writing –
- (i) his or her first name;
 - (ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);
 - (iii) the name of the **retailer** on whose behalf the **contact** is being made;
 - (iv) the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;
 - (v) the business address and Australian Business or Company Number of the **retailer** on whose behalf the **contact** is being made; and
 - (vi) the **telephone** number of the **electricity ombudsman**,
- as soon as practicable following a request by the **customer** for the information.

2.6 No canvassing or advertising signs

A **retailer** or **electricity marketing agent** who visits a person's **premises** for the purposes of **marketing** must comply with any clearly visible signs at the person's **premises** indicating –

- (a) canvassing is not permitted at the **premises**; or
- (b) no advertising or similar material is to be left at the **premises** or in a letterbox or other receptacle at, or associated with, the **premises**.

Division 4 – Miscellaneous

2.7 Compliance

- (1) An **electricity marketing agent** who contravenes a provision of this Part commits an offence.
- Penalty –
- (a) for an individual, \$5 000;
 - (b) for a body corporate, \$20 000.
- (2) If an **electricity marketing agent** of a **retailer** contravenes a provision of this Part, the **retailer** commits an offence.

Penalty –

- (a) for an individual, \$5 000;
 - (b) for a body corporate, \$20 000.
- (3) It is a defence to a prosecution for a contravention of subclause (2) if the **retailer** proves that the **retailer** used reasonable endeavours to ensure that the **electricity marketing agent** complied with the **Code**.

2.8 Presumption of authority

A person who carries out any **marketing** activity in the name of or for the benefit of –

- (a) a **retailer**, or
- (b) an **electricity marketing agent**,

is to be taken, unless the contrary is proved, to have been employed or authorised by the **retailer** or **electricity marketing agent** to carry out that activity.

2.9 Electricity marketing agent complaints

(1) An **electricity marketing agent** must –

- (a) keep a record of each **complaint** made by a **customer**, or person **contacted** for the purposes of **marketing**, about the **marketing** carried out by or on behalf of the **electricity marketing agent**, and
- (b) on request by the **electricity ombudsman** in relation to a particular **complaint**, give to the **electricity ombudsman**, within 28 days of receiving the request, all information that the **electricity marketing agent** has relating to the **complaint**.

2.10 Records to be kept

A record or other information that an **electricity marketing agent** is required by this **Code** to keep must be kept for at least 2 years –

- (a) after the last time the person to whom the information relates was **contacted** by or on behalf of the **electricity marketing agent**, or
- (b) after receipt of the last **contact** from or on behalf of the **electricity marketing agent**, whichever is later.

Part 3 Connection

3.1 Obligation to forward connection application

- (1) If a **retailer** agrees to sell electricity to a **customer** or arrange for the **connection** of the **customer's supply address**, the **retailer** must forward the **customer's** request for **connection** to the relevant **distributor** for the purpose of arranging for the **connection** of the **customer's supply address** (if the **customer's supply address** is not already **connected**).
- (2) Unless the **customer** agrees otherwise, a **retailer** must forward the **customer's** request for **connection** to the relevant **distributor** –
 - (a) that same day, if the request is received before 3pm on a **business day**; or
 - (b) the next **business day**, if the request is received after 3pm or on a Saturday, Sunday or **public holiday**.
- (3) In this clause –

“customer” includes a **customer's** nominated representative.

[Note: The **Obligation to Connect Regulations** provide regulations in relation to the obligation upon a **distributor** to **energise** and **connect** a **premises**.]

Part 4 Billing

Division 1 – Billing cycles

4.1 Billing cycle*

A **retailer** must issue a bill –

- (a) no more than once a month, unless the **retailer** has –
 - (i) obtained a **customer's verifiable consent** to issue bills more frequently;
 - (ii) given the **customer** –
 - (A) a **reminder notice** in respect of 3 consecutive bills; and
 - (B) notice as contemplated under clause 4.2; or
 - (iii) received a request from the **customer** to change **supply address** or issue a final bill, in which case the **retailer** may issue a bill more than once a month for the purposes of facilitating the request; and
- (b) no less than once every 3 months, unless the **retailer** –
 - (i) has obtained the **customer's verifiable consent** to issue bills less frequently;
 - (ii) has not received the required metering data from the **distributor** for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the **distributor**, or
 - (iii) is unable to comply with this timeframe due to the actions of the **customer** where the **customer** is supplied under a deemed contract pursuant to regulation 37 of the *Electricity Industry (Customer Contracts) Regulations 2005* and the bill is the first bill issued to that **customer** at that **supply address**.

4.2 Shortened billing cycle*

- (1) For the purposes of clause 4.1(a)(ii), a **retailer** has given a **customer** notice if the **retailer** has advised the **customer**, prior to placing the **customer** on a shortened **billing cycle**, that –
 - (a) receipt of a third **reminder notice** may result in the **customer** being placed on a shortened **billing cycle**;
 - (b) if the **customer** is a **residential customer**, assistance is available for **residential customers** experiencing **payment difficulties** or **financial hardship**;
 - (c) the **customer** may obtain further information from the **retailer** on a specified **telephone** number; and
 - (d) once on a shortened **billing cycle**, the **customer** must pay 3 consecutive bills by the due date to return to the **customer's** previous **billing cycle**.
- (2) Notwithstanding clause 4.1(a)(ii), a **retailer** must not place a **residential customer** on a shortened **billing cycle** without the **customer's verifiable consent** if –
 - (a) the **residential customer** informs the **retailer** that the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and

- (b) the assessment carried out under clause 6.1 indicates to the **retailer** that the **customer** is experiencing **payment difficulties** or **financial hardship**.
- (3) If, after giving notice as required under clause 4.1(a)(ii), a **retailer** decides to shorten the **billing cycle** in respect of a **customer**, the **retailer** must give the **customer** written notice of that decision within 10 **business days** of making that decision.
- (4) A shortened **billing cycle** must be at least 10 **business days**.
- (5) A **retailer** must return a **customer**, who is subject to a shortened **billing cycle** and has paid 3 consecutive bills by the due date, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.
- (6) A **retailer** must inform a **customer**, who is subject to a shortened **billing cycle**, at least once every 3 months that, if the **customer** pays 3 consecutive bills by the due date of each bill, the **customer** will be returned, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.

4.3 Bill smoothing

- (1) Notwithstanding clause 4.1, in respect of any 12 month period, on receipt of a request by a **customer**, a **retailer** may provide the **customer** with a bill which reflects a bill smoothing arrangement.
- (2) If a **retailer** provides a **customer** with a bill under a bill smoothing arrangement pursuant to subclause (1), the **retailer** must ensure that –
 - (a) the amount payable under each bill is initially the same and is set out on the basis of –
 - (i) the **retailer's** initial estimate of the amount of electricity the **customer** will consume over the 12 month period;
 - (ii) the relevant supply charge for the **consumption** and any other charges related to the supply of electricity agreed with the **customer**;
 - (iii) any **adjustment** from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and
 - (iv) any other relevant information provided by the **customer**.
 - (b) the initial estimate is based on the **customer's** historical billing data or, if the **retailer** does not have that data, the likely average **consumption** at the relevant tariff calculated over the 12 month period as estimated by the **retailer**;
 - (c) in or before the seventh month –
 - (i) the **retailer** re-estimates the amount under subclause (2)(a)(i), taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**; and
 - (ii) unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and
 - (d) at the end of the 12 month period, or any other time agreed between the **retailer** and the **customer** and at the end of the bill smoothing arrangement, the **meter** is read and any **adjustment** is included on the next bill in accordance with clause 4.19; and
 - (e) the **retailer** has obtained the **customer's verifiable consent** to the **retailer** billing on that basis.

4.4 How bills are issued

A **retailer** must issue a bill to a **customer** at the address nominated by the **customer**, which may be an email address.

Division 2 - Contents of a Bill

4.5 Particulars on each bill

- (1) Unless a **customer** agrees otherwise, a **retailer** must include at least the following information on the **customer's** bill –
- (a) either the range of dates of the metering supply period or the date of the current **meter** reading or estimate;
 - (b) if the **customer** has a **Type 7** connection point, the calculation of the tariff in accordance with the procedures set out in clause 4.6(1)(c);
 - (c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –
 - (i) the current **meter** reading or estimate; or
 - (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;
 - (d) if the **customer** has not entered into an **export** purchase agreement with a **retailer** –
 - (i) the **customer's consumption**, or estimated **consumption**; and
 - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** or estimated **consumption** for the total of each **time band** in the **time of use tariff**;
 - (e) if the **customer** has entered into an **export** purchase agreement with a **retailer** –
 - (i) the **customer's consumption** and **export**;
 - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** and **export** for the total of each **time band** in the **time of use tariff**; and
 - (iii) if the **customer** has an **accumulation meter** installed and the **export meter** reading has been obtained by the **retailer**, the **export meter** reading;
 - (f) the number of days covered by the bill;
 - (g) the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;
 - (h) the applicable tariffs;
 - (i) the amount of any other fees or charges and details of the service provided;
 - (j) with respect to a **residential customer**, a statement that the **residential customer** may be eligible to receive **concessions** and how the **residential customer** may find out its eligibility for those **concessions**;
 - (k) if applicable, the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;

- (l) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from the **customer**;
 - (m) the average daily cost of **consumption**, including charges ancillary to the **consumption** of electricity, unless the **customer** is a **collective customer**;
 - (n) the average daily **consumption** unless the **customer** is a **collective customer**;
 - (o) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
 - (p) the amount due;
 - (q) the due date;
 - (r) a summary of the payment methods;
 - (s) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
 - (t) a **telephone** number for billing and payment enquiries;
 - (u) a **telephone** number for **complaints**;
 - (v) the **contact** details for the **electricity ombudsman**;
 - (w) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (x) the **supply address** and any relevant mailing address;
 - (y) the **customer's** name and account number;
 - (z) the amount of arrears or credit;
 - (aa) if applicable and not included on a separate statement –
 - (i) payments made under an **instalment plan**; and
 - (ii) the total amount outstanding under the **instalment plan**;
 - (bb) with respect to **residential customers**, the **telephone** number for interpreter services together with the **National Interpreter Symbol** and the words "Interpreter Services";
 - (cc) the **telephone** number for **TTY** services; and
 - (dd) to the extent that the data is available, a graph or bar chart illustrating the **customer's** amount due or **consumption** for the period covered by the bill, the previous bill and the bill for the same period last year.
- (2) Notwithstanding subclause (1)(dd), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is –
- (a) not indicative of a **customer's** actual **consumption**;
 - (b) not based upon a **meter** reading; or
 - (c) for a **collective customer**.
- (3) If a **retailer** identifies a **historical debt** and wishes to bill a **customer** for that **historical debt**, the **retailer** must advise the **customer** of –
- (a) the amount of the **historical debt**; and
 - (b) the basis of the **historical debt**,
- before, with, or on the **customer's** next bill.

Division 3 - Basis of Bill

4.6 Basis of bill

- (1) Subject to clause 4.8, a **retailer** must base a **customer's** bill on –
 - (a) the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address**;
 - (b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the **distributor** has expressly or impliedly consented to the **customer** reading the **meter** for the purpose of determining the amount due; or
 - (c) if the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code**, or otherwise as set out in any applicable law.

4.7 Frequency of meter readings

Other than in respect of a **Type 7** connection point, a **retailer** must use its best endeavours to ensure that metering data is obtained as frequently as required to prepare its bills.

4.8 Estimations

- (1) If a **retailer** is unable to reasonably base a bill on a reading of the **meter** at a **customer's supply address**, the **retailer** must give the **customer** an estimated bill.
- (2) If a **retailer** bases a bill upon an estimation, the **retailer** must clearly specify on the **customer's** bill that –
 - (a) the **retailer** has based the bill upon an estimation;
 - (b) the **retailer** will tell the **customer** on request –
 - (i) the basis of the estimation; and
 - (ii) the reason for the estimation; and
 - (c) the **customer** may request –
 - (i) a verification of **energy data**; and
 - (ii) a **meter** reading.
- (3) A **retailer** must tell a **customer** on request the –
 - (a) basis for the estimation; and
 - (b) reason for the estimation.
- (4) For the purpose of this clause, where the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address** is partly based on estimated data, then subject to any applicable law –
 - (a) where the number of estimated **interval meter** readings exceeds the number of actual **interval meter** readings; and
 - (b) the actual **energy data** cannot otherwise be derived,for that billing period, the bill is deemed to be an estimated bill.

4.9 Adjustments to subsequent bills

If a **retailer** gives a **customer** an estimated bill and the **meter** is subsequently read, the **retailer** must include an **adjustment** on the next bill to take account of the actual **meter** reading in accordance with clause 4.19.

4.10 Customer may request meter reading

If a **retailer** has based a bill upon an estimation because a **customer** failed to provide access to the **meter** and the **customer** –

- (a) subsequently requests the **retailer** to replace the estimated bill with a bill based on an actual reading of the **customer's meter**,
- (b) pays the **retailer's** reasonable charge for reading the **meter** (if any); and
- (c) provides due access to the **meter**,

the **retailer** must use its best endeavours to do so.

Division 4 – Meter testing

4.11 Customer requests testing of meters or metering data

(1) If a **customer** –

- (a) requests the **meter** to be tested; and
- (b) pays the **retailer's** reasonable charge for testing the **meter** (if any),

the **retailer** must request the **distributor** or **metering agent** to test the **meter**.

(2) If the **meter** is tested and found to be defective, the **retailer's** reasonable charge for testing the **meter** (if any) is to be refunded to the **customer**.

Division 5 – Alternative Tariffs

4.12 Customer applications

(1) If a **retailer** offers **alternative tariffs** and a **customer** –

- (a) applies to receive an **alternative tariff**, and
- (b) demonstrates to the **retailer** that the **customer** satisfies all of the conditions relating to eligibility for the **alternative tariff**,

the **retailer** must change the **customer** to the **alternative tariff** within 10 **business days** of the **customer** satisfying those conditions.

(2) For the purposes of subclause (1), the effective date of change will be –

- (a) the date on which the last **meter** reading at the previous tariff is obtained; or
- (b) the date the **meter** adjustment is completed, if the change requires an adjustment to the **meter** at the **customer's supply address**.

4.13 Written notification of a change to an alternative tariff

If –

- (a) a **customer's** electricity use at the **customer's supply address** changes or has changed; and
- (b) the **customer** is no longer eligible to continue to receive an existing, more beneficial tariff,

a **retailer** must, prior to changing the **customer** to the tariff applicable to the **customer's** use of electricity at that **supply address**, give the **customer** written notice of the proposed change.

Division 6 – Final bill

4.14 Request for final bill

- (1) If a **customer** requests a **retailer** to issue a final bill at the **customer's supply address**, the **retailer** must use reasonable endeavours to arrange for that bill in accordance with the **customer's** request.
- (2) If a **customer's** account is in credit at the time of account closure, subject to subclause (3), a **retailer** must, at the time of the final bill, ask the **customer** for instructions whether the **customer** requires the **retailer** to transfer the amount of credit to:
 - (a) another account the **customer** has, or will have, with the **retailer**; or
 - (b) a bank account nominated by the **customer**, andthe **retailer** must credit the account, or pay the amount of credit in accordance with the **customer's** instructions, within 12 **business days** of receiving the instructions or other such time as agreed with the **customer**.
- (3) If a **customer's** account is in credit at the time of account closure, and the **customer** owes a debt to a **retailer**, the **retailer** may, with written notice to the **customer**, use that credit to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must ask the **customer** for instructions to transfer the remaining amount of credit in accordance with subclause (2).

Division 7 – Review of bill

4.15 Review of bill

Subject to a **customer** –

- (a) paying –
 - (i) that portion of the bill under review that the **customer** and a **retailer** agree is not in dispute; or
 - (ii) an amount equal to the average amount of the **customer's** bills over the previous 12 months (excluding the bill in dispute),whichever is less; and
- (b) paying any future bills that are properly due,

a **retailer** must review the **customer's** bill on request by the **customer**.

4.16 Procedures following a review of a bill

- (1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –
 - (a) correct, the **retailer** –
 - (i) may require a **customer** to pay the unpaid amount;
 - (ii) must advise the **customer** that the **customer** may request the **retailer** to arrange a **meter** test in accordance with applicable law; and
 - (iii) must advise the **customer** of the existence and operation of the **retailer's** internal **complaints** handling processes and details of any applicable external **complaints** handling processes,
 - or
 - (b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.
- (2) A **retailer** must inform a **customer** of the outcome of the review as soon as practicable.
- (3) If a **retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the date of receipt of the request for review under clause 4.15, the **retailer** must provide the **customer** with notification of the status of the review as soon as practicable.

Division 8 – Undercharging, overcharging and adjustment

4.17 Undercharging

- (1) This clause 4.17 applies whether the **undercharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **retailer** proposes to recover an amount **undercharged** as a result of an error, defect or default for which the **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must –
 - (a) subject to subclause (b), limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** that **undercharging** had occurred;
 - (b) other than in the event that the information provided by a **customer** is incorrect, if a **retailer** has changed the **customer** to an **alternative tariff** in the circumstances set out in clause 4.13 and, as a result of that change, the **retailer** has **undercharged** the **customer**, limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** under clause 4.13.
 - (c) notify the **customer** of the amount to be recovered no later than the next bill, together with an explanation of that amount;
 - (d) subject to subclause (3), not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
 - (e) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (3) If, after notifying a **customer** of the amount to be recovered in accordance with subclause (2)(c), the **customer** has failed to pay the amount to be recovered by the due date and has not entered into an **instalment plan** under subclause (2)(e), a **retailer** may charge the **customer** interest on that amount or require the **customer** to pay a late payment fee.

- (4) For the purpose of subclause (2), an **undercharge** that has occurred as a result of a **customer** denying access to the **meter** is not an **undercharge** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible.

4.18 Overcharging

- (1) This clause 4.18 applies whether the **overcharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been **overcharged** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, defect or default and, subject to subclauses (6) and (7), ask the **customer** for instructions as to whether the amount should be –
- (a) credited to the **customer's** account; or
 - (b) repaid to the **customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If the amount referred to in subclause (2) is less than \$100, a **retailer** may notify a **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –
- (a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **customer's** next bill.
- (7) If a **customer** has been **overcharged** by a **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** experiencing **payment difficulties** or **financial hardship**, the **retailer** may, with written notice to the **customer**, use the amount of the **overcharge** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (6).
- (a) Not Used
 - (b) Not Used

4.19 Adjustments

- (1) If a **retailer** proposes to recover an amount of an **adjustment** which does not arise due to any act or omission of a **customer**, the **retailer** must –
- (a) limit the amount to be recovered to no more than the amount of the **adjustment** for the 12 months prior to the date on which the **meter** was read on the basis of the **retailer's** estimate of the amount of the **adjustment** for the 12 month period taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**;

- (b) notify the **customer** of the amount of the **adjustment** no later than the next bill, together with an explanation of that amount;
 - (c) not require the **customer** to pay a late payment fee; and
 - (d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.
- (2) If the **meter** is read under either clause 4.6 or clause 4.3(2)(d) and the amount of the **adjustment** is an amount owing to the **customer**, the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject to subclauses (5) and (7), ask the **customer** for instructions as to whether the amount should be –
- (a) credited to the **customer's** account;
 - (b) repaid to the **customer**; or
 - (c) included as a part of the new bill smoothing arrangement if the **adjustment** arises under clause 4.3(2)(a)-(b),
- (3) If a **retailer** received instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount of the **adjustment** to the **customer's** account.
- (5) If the amount referred to in subclause (2) is less than \$100, the **retailer** may notify the **customer** of the **adjustment** by no later than the next bill after the **meter** is read; and
- (a) ask the **customer** for instructions under subclause (2), (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **customer's** next bill.
- (6) No interest shall accrue to an **adjustment** amount under subclause (1) or (2).
- (7) If the amount of the **adjustment** is an amount owing to the **customer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** experiencing **payment difficulties** or **financial hardship**, the **retailer** may, with written notice to the **customer**, use the amount of the **adjustment** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (5).
- (a) Not Used
 - (b) Not Used

Part 5 Payment

5.1 Due dates for payment*

- (1) The due date on a bill must be at least 12 **business days** from the date of that bill unless otherwise agreed with a **customer**.
- (2) Unless a **retailer** specifies a later date, the date of dispatch is the date of the bill.

5.2 Minimum payment methods*

Unless otherwise agreed with a **customer**, a **retailer** must offer the **customer** at least the following payment methods –

- (a) in person at 1 or more payment outlets located within the Local Government District of the **customer's supply address**;
- (b) by mail;
- (c) for **residential customers**, by Centrepay;
- (d) electronically by means of BPay or credit card; and
- (e) by **telephone** by means of credit card or debit card.

5.3 Direct debit

If a **retailer** offers the option of payment by a **direct debit facility** to a **customer**, the **retailer** must, prior to the **direct debit facility** commencing, obtain the **customer's verifiable consent**, and agree with the **customer** the date of commencement of the **direct debit facility** and the frequency of the direct debits.

5.4 Payment in advance*

- (1) A **retailer** must accept payment in advance from a **customer** on request.
- (2) Acceptance of an advance payment by a **retailer** will not require the **retailer** to credit any interest to the amounts paid in advance.
- (3) Subject to clause 6.9, for the purposes of subclause (1), \$20 is the minimum amount for which a **retailer** will accept advance payments unless otherwise agreed with a **customer**.

5.5 Absence or illness

If a **residential customer** is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a **retailer** must offer the **residential customer** on request redirection of the **residential customer's** bill to a third person at no charge.

5.6 Late payments

- (1) A **retailer** must not charge a **residential customer** a late payment fee if –

- (a) the **residential customer** receives a **concession**, provided the **residential customer** did not receive 2 or more **reminder notices** within the previous 12 months; or
 - (b) the **residential customer** and the **retailer** have agreed to –
 - (i) a payment extension under Part 6, and the **residential customer** pays the bill by the agreed (new) due date; or
 - (ii) an **instalment plan** under Part 6, and the **residential customer** is making payments in accordance with the **instalment plan**; or
 - (c) subject to subclause (2), the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman** and the **complaint** is not **resolved** by the **retailer** or is not determined or is upheld by the **electricity ombudsman** (if a **complaint** has been made to the **electricity ombudsman**). If the **complaint** is determined by the **electricity ombudsman** in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or
 - (d) the **residential customer** is assessed by the **retailer** under clause 6.1(1) as being in **financial hardship**.
- (2) If a **retailer** has charged a late payment fee in the circumstances set out in subclause (1)(c) because the **retailer** was not aware of the **complaint**, the **retailer** will not contravene subclause (1)(c) but must refund the late payment fee on the **customer's** next bill.
 - (3) If a **retailer** has charged a **residential customer** a late payment fee, the **retailer** must not charge an additional late payment fee in relation to the same bill within 5 **business days** from the date of receipt of the previous late payment fee notice.
 - (4) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.
 - (5) If a **residential customer** has been assessed as being in **financial hardship** under clause 6.1(1), a **retailer** must retrospectively waive any late payment fee charged under the **residential customer's** last bill prior to the assessment being made.

5.7 Vacating a supply address*

- (1) Subject to –
 - (a) subclauses (2) and (4);
 - (b) a **customer** giving a **retailer** notice; and
 - (c) the **customer** vacating the **supply address** at the time specified in the notice, the **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from –
 - (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least 5 days' notice; or
 - (e) 5 days after the **customer** gave notice, in any other case, unless the **retailer** and the **customer** have agreed to an alternative date.
- (2) If a **customer** reasonably demonstrates to a **retailer** that the **customer** was evicted or otherwise required to vacate the **supply address**, the **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date the **customer** gave the **retailer** notice.

- (3) For the purposes of subclauses (1) and (2), notice is given if a **customer** –
- (a) informs a **retailer** of the date on which the **customer** intends to vacate, or has vacated the **supply address**; and
 - (b) gives the **retailer** a forwarding address to which a final bill may be sent.
- (4) Notwithstanding subclauses (1) and (2), if –
- (a) a **retailer** and a **customer** enter into a new **contract** for the **supply address**, the **retailer** must not require the previous **customer** to pay for electricity consumed at the **customer's supply address** from the date that the new **contract** becomes effective;
 - (b) another **retailer** becomes responsible for the supply of electricity to the **supply address**, the previous **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date that the other **retailer** becomes responsible; and
 - (c) the **supply address** is **disconnected**, the **retailer** must not require the **customer** to pay for electricity consumed at the **customer's supply address** from the date that **disconnection** occurred.
- (5) Notwithstanding subclauses (1), (2) and (4), a **retailer's** right to payment does not terminate with regard to any amount that was due up until the termination of the **contract**.

5.8 Debt collection

- (1) A **retailer** must not commence proceedings for recovery of a debt –
- (a) from a **residential customer** who has informed the **retailer** in accordance with clause 6.1(1) that the **residential customer** is experiencing **payment difficulties** or **financial hardship**, unless and until the **retailer** has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and
 - (b) while a **residential customer** continues to make payments under an alternative payment arrangement under Part 6.
- (2) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than a **customer** with whom the **retailer** has or had entered into a **contract** for the supply of electricity to that **customer's supply address**.

5.9 Debt collection

If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.

Part 6 Payment Difficulties & Financial Hardship

Division 1 – Assessment of financial situation

6.1 Assessment

- (1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) –
 - (a) within 5 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
 - (b) if the **retailer** cannot make the assessment within 5 **business days**, refer the **residential customer** to a **relevant consumer representative** to make the assessment.
- (2) If a **residential customer** provides a **retailer** with an assessment from a **relevant consumer representative** the **retailer** may adopt that assessment as its own assessment for the purposes of subclause (1)(a).
- (3) When undertaking the assessment required by subclause (1)(a), unless a **retailer** adopts an assessment from a **relevant consumer representative**, the **retailer** must give reasonable consideration to –
 - (a) information –
 - (i) given by the **residential customer**, and
 - (ii) requested or held by the **retailer**, or
 - (b) advice given by a **relevant consumer representative** (if any).
- (4) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

6.2 Temporary suspension of actions

- (1) If a **retailer** refers a **residential customer** to a **relevant consumer representative** under clause 6.1(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- (2) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and the **residential customer** –
 - (a) requests a **temporary suspension of actions**; and
 - (b) demonstrates to the **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative** to assess the **residential customer's** capacity to pay,the **retailer** must not unreasonably deny the **residential customer's** request.
- (3) A **temporary suspension of actions** must be for at least 15 **business days**.
- (4) If a **relevant consumer representative** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (3) and the **residential customer** or **relevant consumer representative** requests additional time, a **retailer** must give

reasonable consideration to the **residential customer's** or **relevant consumer representative's** request.

6.3 Assistance to be offered

- (1) If the assessment carried out under clause 6.1 indicates to a **retailer** that a **residential customer** is experiencing –
 - (a) **payment difficulties**, the **retailer** must –
 - (i) offer the **residential customer** the alternative payment arrangements referred to in clause 6.4(1)(a); and
 - (ii) advise the **residential customer** that additional assistance may be available if, due to **financial hardship**, the **residential customer** would be unable to meet its obligations under an agreed alternative payment arrangement, or
 - (b) **financial hardship**, the **retailer** must offer the **residential customer** –
 - (i) the alternative payment arrangements referred to in clause 6.4(1)(b); and
 - (ii) assistance in accordance with clauses 6.6 to 6.9.
- (2) Subclause (1) does not apply if a **retailer** is unable to make an assessment under clause 6.1 as a result of an act or omission by a **residential customer**.

Division 2 – Residential customers experiencing payment difficulties or financial hardship

6.4 Alternative payment arrangements

- (1) A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –
 - (a) if the **residential customer** is experiencing **payment difficulties**:
 - (i) additional time to pay a bill; and
 - (ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**,
 - (b) if the **residential customer** is experiencing **financial hardship**:
 - (i) additional time to pay a bill; and
 - (ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.
- (2) When offering or amending an **instalment plan**, a **retailer** must –
 - (a) ensure that the **instalment plan** is fair and reasonable taking into account information about a **residential customer's** capacity to pay and **consumption** history; and
 - (b) comply with subclause (3).

- (3) If a **residential customer** accepts an **instalment plan** offered by a **retailer**, the **retailer** must –
- (a) within 5 **business days** of the **residential customer** accepting the **instalment plan** provide the **residential customer** with information in writing or by **electronic means**:
 - (i) that specifies the terms of the **instalment plan** (including the number and amount of payments, the duration of payments and how the payments are calculated);
 - (ii) the consequences of not adhering to the **instalment plan**; and
 - (iii) the importance of contacting the **retailer** for further assistance if the **residential customer** cannot meet or continue to meet the **instalment plan** terms, and
 - (b) notify the **residential customer** in writing or by **electronic means** of any amendments to the **instalment plan** at least 5 **business days** before they come into effect (unless otherwise agreed with the **residential customer**) and provide the **residential customer** with information in writing or by **electronic means** that clearly explains and assists the **residential customer** to understand those changes.
- (4) If a **residential customer** has, in the previous 12 months, had 2 **instalment plans** cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another **instalment plan** under subclause (1), unless the **retailer** is satisfied that the **residential customer** will comply with the **instalment plan**.
- (5) For the purposes of subclause (4), cancellation does not include the revision of an **instalment plan** under clause 6.7.

Division 3 – Assistance available to residential customers experiencing financial hardship

6.5 Definitions

In this division –

“**customer experiencing financial hardship**” means a **residential customer** who has been assessed by a **retailer** under clause 6.1(1) as experiencing **financial hardship**.

Subdivision 1 - Specific assistance available

6.6 Reduction of fees, charges and debt

- (1) A **retailer** must give reasonable consideration to a request by a **customer experiencing financial hardship**, or a **relevant consumer representative**, for a reduction of the **customer’s** fees, charges or debt.
- (2) In giving reasonable consideration under subclause (1), a **retailer** should refer to the hardship procedures referred to in clause 6.10(3).

6.7 Revision of alternative payment arrangements

If a **customer experiencing financial hardship**, or a **relevant consumer representative**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer’s** obligations under a previously elected payment arrangement under clause 6.4(1)(b), the **retailer** must give reasonable consideration to –

- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension; or
- (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan**.

6.8 Provision of information

A **retailer** must advise a **customer experiencing financial hardship** of the –

- (a) **customer's** right to have the bill redirected at no charge to a third person;
- (b) payment methods available to the **customer**;
- (c) **concessions** available to the **customer** and how to access them;
- (d) different types of **meters** available to the **customer** and / or tariffs (as applicable);
- (e) independent financial counselling services and **relevant consumer representatives** available to assist the **customer**; and
- (f) availability of any other financial assistance and grants schemes that the **retailer** should reasonably be aware of and how to access them.

6.9 Payment in advance

- (1) A **retailer** must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for **residential customers** experiencing **payment difficulties** or **financial hardship** in consultation with **relevant consumer representatives**.
- (2) A **retailer** may apply different minimum payment in advance amounts for **residential customers** experiencing **payment difficulties** or **financial hardship** and other **customers**.

Subdivision 2 – Hardship policy and hardship procedures

6.10 Obligation to develop hardship policy and hardship procedures

- (1) A **retailer** must develop a hardship policy and hardship procedures to assist **customers experiencing financial hardship** in meeting their financial obligations and responsibilities to the **retailer**.
- (2) The hardship policy must –
 - (a) be developed in consultation with **relevant consumer representatives**;
 - (b) include a statement encouraging **customers** to contact their **retailer** if a **customer** is having trouble paying the **retailer's** bill;
 - (c) include a statement advising that the **retailer** will treat all **customers** sensitively and respectfully;
 - (d) include a statement that the **retailer** may reduce and/or waive fees, charges and debt;
 - (e) include an objective set of hardship indicators;
 - (f) include:
 - (i) an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** (other than the

- retailer's** requirement to advise the **customer** of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));
- (ii) that the **retailer** offers **residential customers** the right to pay their bill by Centrepay; and
 - (iii) a statement that the **retailer** is able to provide further detail on request.
- (g) include an overview of any concessions that may be available to the **retailer's customers**;
- (h) include -
- (i) the National Interpreter Symbol with the words "Interpreter Services";
 - (ii) information on the availability of independent multi-lingual services; and
 - (iii) information on the availability of **TTY** services;
- (i) be available on the **retailer's** website; and
 - (j) be available in large print copies.
- (3) The hardship procedures must –
- (a) be developed in consultation with **relevant consumer representatives**;
 - (b) provide for the training of staff –
 - (i) including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship** and field officers;
 - (ii) on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers experiencing financial hardship**;
 - (c) Not Used
 - (d) include guidance –
 - (i) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;
 - (ii) that assist the **retailer** in determining a **residential customer's** usage needs and capacity to pay when determining the conditions of an **instalment plan**;
 - (iii) for suspension of **disconnection** and debt recovery procedures;
 - (iv) on the reduction and/or waiver of fees, charges and debt; and
 - (v) on the recovery of debt.
 - (e) require that the **retailer's** credit management staff have a direct **telephone** number and that number be provided to **relevant consumer representatives**;
- (4) If requested, a **retailer** must give **residential customers** and **relevant consumer representatives** a copy of the hardship policy, including by post at no charge.
- (5) Not Used
- (6) If directed by the **Authority**, a **retailer** must review its hardship policy and hardship procedures and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (7) A **retailer** must comply with the **Authority's** Financial Hardship Policy Guidelines.
- (8) If a **retailer** makes a material amendment to the **retailer's** hardship policy, the **retailer** must submit to the **Authority** a copy of the **retailer's** amended hardship policy within 5 **business days** of the amendment.

Division 4 – Business customers experiencing payment difficulties

6.11 Alternative payment arrangements

A **retailer** must consider any reasonable request for alternative payment arrangements from a **business customer** who is experiencing **payment difficulties**.

Part 7 Disconnection

Division 1 – Conduct in relation to disconnection

Subdivision 1 – Disconnection for failure to pay bill

7.1 General requirements

- (1) Prior to arranging for **disconnection** of a **customer's supply address** for failure to pay a bill, a **retailer** must –
 - (a) give the **customer** a **reminder notice**, not less than 15 **business days** from the date of dispatch of the bill, including –
 - (i) the **retailer's telephone** number for billing and payment enquiries; and
 - (ii) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
 - (b) use its best endeavours to **contact** the **customer**; and
 - (c) give the **customer** a **disconnection warning**, not less than 20 **business days** from the date of dispatch of the bill, advising the **customer** –
 - (i) that the **retailer** may **disconnect** the **customer** with at least 5 **business days** notice to the **customer**; and
 - (ii) of the existence and operation of **complaint** handling processes including the existence and operation of the **electricity ombudsman** and the Freecall **telephone** number of the **electricity ombudsman**.
- (2) For the purposes of subclause (1), a **customer** has failed to pay a **retailer's** bill if the **customer** has not –
 - (a) paid the **retailer's** bill by the due date;
 - (b) agreed with the **retailer** to an offer of an **instalment plan** or other payment arrangement to pay the **retailer's** bill; or
 - (c) adhered to the **customer's** obligations to make payments in accordance with an agreed **instalment plan** or other payment arrangement relating to the payment of the **retailer's** bill.

7.2 Limitations on disconnection for failure to pay bill

- (1) Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's supply address** for failure to pay a bill –
 - (a) within 1 **business day** after the expiry of the period referred to in the **disconnection warning**;
 - (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** –
 - (i) has accepted the offer before the expiry of the period specified by the **retailer** in the **disconnection warning**; and

- (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the **retailer** in the **disconnection warning**;
 - (c) if the amount outstanding is less than an amount approved and published by the **Authority** in accordance with subclause (2) and the **customer** has agreed with the **retailer** to repay the amount outstanding;
 - (d) if the **customer** has made an application for a **concession** and a decision on the application has not yet been made;
 - (e) if the **customer** has failed to pay an amount which does not relate to the supply of electricity; or
 - (f) if the **supply address** does not relate to the bill, unless the amount outstanding relates to a **supply address** previously occupied by the **customer**.
- (2) For the purposes of subclause (1)(c), the **Authority** may approve and publish, in relation to failure to pay a bill, an amount outstanding below which a **retailer** must not arrange for the **disconnection** of a **customer's supply address**.

7.3 Dual fuel contracts

If a **retailer** and a **residential customer** have entered into –

- (a) a **dual fuel contract**; or
- (b) separate **contracts** for the supply of electricity and the supply of gas, under which –
 - (i) a single bill for energy is; or
 - (ii) separate, simultaneous bills for electricity and gas are, issued to the **residential customer**,

the **retailer** must not arrange for **disconnection** of the **residential customer's supply address** for failure to pay a bill within 15 **business days** from the date of **disconnection** of the **residential customer's** gas supply.

Subdivision 2 – Disconnection for denying access to meter

7.4 General requirements

- (1) A **retailer** must not arrange for the **disconnection** of a **customer's supply address** for denying access to the **meter**, unless –
- (a) the **customer** has denied access for at least 9 consecutive months;
 - (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (f), at least once given the **customer** in writing 5 **business days** notice –
 - (i) advising the **customer** of the next date or timeframe of a scheduled **meter** reading at the **supply address**;
 - (ii) requesting access to the **meter** at the **supply address** for the purpose of the scheduled **meter** reading; and
 - (iii) advising the **customer** of the **retailer's** ability to arrange for **disconnection** if the **customer** fails to provide access to the **meter**;
 - (c) the **retailer** has given the **customer** an opportunity to provide reasonable alternative access arrangements;

- (d) where appropriate, the **retailer** has informed the **customer** of the availability of alternative **meters** which are suitable to the **customer's supply address**;
 - (e) the **retailer** has used its best endeavours to **contact** the **customer** to advise of the proposed **disconnection**; and
 - (f) the **retailer** has given the **customer** a **disconnection warning** with at least 5 **business days** notice of its intention to arrange for **disconnection**.
- (2) A **retailer** may arrange for a **distributor** to carry out 1 or more of the requirements referred in subclause (1) on behalf of the **retailer**.

Subdivision 3 – Disconnection for emergencies

7.5 General requirements

If a **distributor disconnects** a **customer's supply address** for **emergency** reasons, the **distributor** must –

- (a) provide, by way of a 24 hour **emergency** line at the cost of a local call (excluding mobile telephones), information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to restore supply to the **customer's supply address** as soon as possible.

Division 2 – Limitations on disconnection

7.6 General limitations on disconnection

(1) Subject to subclause (3), a **retailer** must not arrange for **disconnection** of a **customer's supply address** if:

- (a) a **complaint** has been made to the **retailer** directly related to the reason for the proposed **disconnection**; or
- (b) the **retailer** is notified by the **distributor, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **distributor, electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body.

(2) Subject to subclause (3), a **distributor** must not **disconnect** a **customer's supply address** –

- (a) if:
 - (i) a **complaint** has been made to the **distributor** directly related to the reason for the proposed **disconnection**; or
 - (ii) the **distributor** is notified by a **retailer, the electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **retailer, electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body; or

(b) during any time:

- (i) after 3.00 pm Monday to Thursday;
- (ii) after 12.00 noon on a Friday; or
- (iii) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**,

unless –

- (iv) the **customer** is a **business customer**, and
- (v) the **business customer's** normal trading hours –
 - (A) fall within the time frames set out in subclause (b)(i) (ii) or (iii); and
 - (B) do not fall within any other time period; and
- (vi) it is not practicable for the **distributor** to **disconnect** at any other time.

(3) A **retailer** or a **distributor** may arrange for **disconnection** of a **customer's supply address** if the **disconnection**—

- (a) was requested by the **customer**; or
- (b) was carried out for **emergency reasons**.

7.7 Life Support

(1) If a **customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer's supply address** requires **life support equipment**, the **retailer** must –

- (a) register the **customer's supply address** as a **life support equipment** address;
- (b) register the **customer's** contact details;
- (c) notify the **customer's distributor** that the **customer's supply address** is a **life support equipment** address, and of the contact details of the **customer** –
 - (i) that same day, if the confirmation is received before 3pm on a **business day**; or
 - (ii) no later than the next **business day**, if the confirmation is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (d) not arrange for **disconnection** of that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**.

(2) If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer**.

- (a) that the person residing at the **customer's supply address** who requires **life support equipment** is changing **supply address**;
- (b) that the **customer** is changing **supply address** but the person who requires **life support equipment** is not changing **supply address**;
- (c) of a change in contact details or
- (d) that the **customer's supply address** no longer requires registration as a **life support equipment** address,

the **retailer** must –

- (e) register the change;
- (f) notify the **customer's distributor** of the change –
 - (i) that same day, if the notification is received before 3pm on a **business day**; or
 - (ii) no later than the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (g) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

(3) If a **distributor** has been informed by a **retailer** under subclause (1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, or of a change of details notified to the **retailer** under subclause (2), the **distributor** must –

- (a) register the **customer's supply address** as a **life support equipment** address or update the details notified by the **retailer** under subclause (2) –
 - (i) the next **business day**, if the notification is received before 3pm on a **business day**; or
 - (ii) within 2 **business days**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
- (b) if informed by a relevant government agency, notify the **retailer** in accordance with the timeframes specified in subclause (3)(a).

(4) If **life support equipment** is registered at a **customer's supply address** under subclause (3)(a), a **distributor** must -

- (a) not **disconnect** that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**, and
- (b) prior to any planned **interruption**, provide at least 3 **business days** written notice or notice by **electronic means** to the **customer's supply address** and, unless expressly requested in writing by the **customer** not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by **electronic means** from the **customer** or someone residing at the **supply address** that the notice has been received.

(5) If a **distributor** has already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address**, prior to the **distributor** registering a **customer's supply address** as a **life support equipment** address under clause 7.7(3)(a), the **distributor** must use best endeavours to **contact** that **customer** or someone residing at the **supply address** prior to the planned **interruption**.

(6)

- (a) No earlier than 3 months prior to the 12 month anniversary of the confirmation from the **appropriately qualified medical practitioner** referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, a **retailer** must **contact** a **customer** to:
 - (i) ascertain whether a person residing at the **customer's supply address** continues to require **life support equipment**, and

- (ii) if the **customer** has not provided the initial certification or **re-certification** from an **appropriately qualified medical practitioner** within the last 3 years, request that the **customer** provide that **re-certification**.
- (b) A **retailer** must provide a minimum period of 3 months for a **customer** to provide the information requested by the **retailer** in subclause (6)(a).

(7)

- (a) When –
 - (i) a person who requires **life support equipment**, vacates the **supply address**; or
 - (ii) a person who required **life support equipment**, no longer requires the **life support equipment**; or
 - (iii) subject to subclause (7)(b), a **customer** fails to provide the information requested by a **retailer** for the purposes of subclause (6)(a)(i) or the **re-certification** referred to in subclause (6)(a)(ii), within the time period referred to in subclause (6)(b), or greater period if allowed by the **retailer**,

the **retailer's** and **distributor's** obligations under subclauses (1) to (6) terminate and the **retailer** or **distributor** (as applicable) must remove the **customer's** details from the **life support equipment** address register upon being made aware of any of the matters in subclauses (7)(a)(i), (ii) or (iii):

- (iv) the next **business day**, if the **retailer** or **distributor** (as applicable) becomes aware of the relevant matter in subclause 7(a)(i), (ii) or (iii) before 3pm on a **business day**; or
- (v) within 2 **business days**, if the **retailer** or **distributor** (as applicable) becomes aware of the relevant matter in subclause 7(a)(i), (ii) or (iii) after 3pm or on a Saturday, Sunday or **public holiday**.
- (b) A **customer** will have failed to provide the information requested by a **retailer** for the purposes of subclause (6)(a)(i) or the **re-certification** referred to in subclause (6)(a)(ii) if the **contact** by the **retailer** consisted of at least the following, each a minimum of 10 **business days** from the date of the last **contact**:
 - (i) written correspondence sent by registered post to the **customer's supply address** and any other address nominated by the **customer**; and
 - (ii) a minimum of 2 other attempts to contact the **customer** by any of the following means:
 - (A) **electronic means**;
 - (B) **telephone**;
 - (C) in person;
 - (D) facsimile; or
 - (E) by post sent to the **customer's supply address** and any other address nominated by the **customer**.
- (c) If a **distributor's** obligations under subclauses (1),(3),(4), (5) and (6) terminate as a result of the operation of subclause (7)(a)(iii), a **retailer** must notify the **distributor** of this fact as soon as reasonably practicable, but in any event, within 3 **business days**.

Part 8 Reconnection

8.1 Reconnection by retailer*

- (1) If a **retailer** has arranged for **disconnection** of a **customer's supply address** due to –
- (a) failure to pay a bill, and the **customer** has paid or agreed to accept an offer of an **instalment plan**, or other payment arrangement;
 - (b) the **customer** denying access to the **meter**, and the **customer** has subsequently provided access to the **meter**; or
 - (c) illegal use of electricity, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,
- the **retailer** must arrange for **reconnection** of the **customer's supply address**, subject to –
- (d) the **customer** making a request for **reconnection**; and
 - (e) the **customer** –
 - (i) paying the **retailer's** reasonable charge for **reconnection**, if any; or
 - (ii) accepting an offer of an **instalment plan** for the **retailer's** reasonable charges for **reconnection**, if any.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for **reconnection** to the relevant **distributor** –
- (a) that same **business day**, if the request is received before 3pm on a **business day**; or
 - (b) no later than 3pm on the next **business day**, if the request is received –
 - (i) after 3pm on a **business day**, or
 - (ii) on a Saturday, Sunday or **public holiday**.

8.2 Reconnection by distributor

- (1) If a **distributor** has **disconnected** a **customer's supply address** on request by the **customer's retailer**, and a **retailer** has subsequently requested the **distributor** to **reconnect** the **customer's supply address**, the **distributor** must **reconnect** the **customer's supply address**.
- (2) For the purposes of subclause (1), a **distributor** must **reconnect** a **customer's supply address** –
- (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and

- (ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.
- (3) Subclause (2) does not apply in the event of an **emergency**.

Part 9 Pre-payment Meters

9.1 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.
- (2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.

9.2 Operation of pre-payment meter

- (1) A **retailer** must not provide a **pre-payment meter service** at a **residential customer's supply address** without the **verifiable consent** of the **residential customer** or the **residential customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.
- (3) Not Used
- (4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

9.3 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –
 - (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
 - (b) of the tariffs, fees and charges applicable to a **pre-payment meter service** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;
 - (c) of the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard **meter**;
 - (d) how a **pre-payment meter** is operated;
 - (e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);
 - (f) of the emergency credit facilities applicable to a **pre-payment meter**, and
 - (g) of **credit retrieval**.
- (2) No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at the **residential customer's supply address**, a **retailer** must give, or make available to the **residential customer** at no charge –
 - (a) the information specified within subclause (1);

- (b) a copy of the **contract**;
 - (c) information on the availability and scope of the **Code** and the requirement that **distributors, retailers** and **electricity marketing agents** comply with the **Code**;
 - (d) Not Used
 - (e) a **meter** identification number;
 - (f) a **telephone** number for enquiries;
 - (g) a **telephone** number for **complaints**;
 - (h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (i) confirmation of the **supply address** and any relevant mailing address;
 - (j) details of any **concessions** the **residential customer** may be eligible to receive;
 - (k) the amount of any **concessions** to be given to the **residential customer**;
 - (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
 - (m) information on the availability of **TTY** services;
 - (n) advice on how the **retailer** may assist in the event the **residential customer** is experiencing **payment difficulties** or **financial hardship**;
 - (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
 - (p) details on external **complaints** handling processes including the contact details for the **electricity ombudsman**;
 - (q) general information on the safe use of electricity;
 - (r) details of the initial **recharge facilities** available to the **residential customer**; and
 - (s) the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** if the **residential pre-payment meter customer** replaces or switches the **pre-payment meter** to a standard **meter**.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
 - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
 - (c) a **telephone** number for enquiries; and
 - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information –
- (a) total energy **consumption**;
 - (b) average daily **consumption**; and
 - (c) average daily cost of **consumption**,
- for the previous 2 years or since the commencement of the **pre-payment meter contract** (whichever is the shorter), divided in quarterly segments.
- (5) A **retailer** must, within 10 **business days** of the change, use reasonable endeavours to notify a **pre-payment meter customer** in writing or by **electronic means** if the **recharge**

facilities available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).

- (6) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to a **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an email address nominated by the **pre-payment meter customer**.

9.4 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard **meter**, the **retailer** must within 1 **business day** of the request –
- (a) send the information referred to in clauses 2.3 and 2.4 to the **pre-payment meter customer** in writing or by **electronic means**; and
 - (b) arrange with the relevant **distributor** to –
 - (i) remove or render non-operational the **pre-payment meter**, and
 - (ii) replace or switch the **pre-payment meter** to a standard **meter**.
- (2) A **retailer** must not require payment of a charge for reversion to a standard **meter** if a **pre-payment meter customer** is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause (1) within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.
- (3) If a **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), a **retailer** may charge the **pre-payment meter customer** a reasonable charge for reversion to a standard **meter**. However, the **retailer's** obligations under subclause (1) –
- (a) if the **pre-payment meter customer** is a **residential pre-payment meter customer**, are not conditional on the **pre-payment meter customer** paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any); and
 - (b) if the **pre-payment meter customer** is not a **residential pre-payment meter customer**, may be made conditional on the **pre-payment meter customer** paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any).
- (4) If a **retailer** requests a **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at that **supply address** –
- (a) for **supply addresses** located within the **metropolitan area**, within 5 **business days** of receipt of the request; or
 - (b) for **supply addresses** located within the **regional area**, within 10 **business days** of receipt of the request.

9.5 Life support equipment

- (1) If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **pre-payment meter customer's supply address** requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at that **supply address** and the **retailer** must, or must immediately arrange to –
- (a) remove or render non-operational the **pre-payment meter** at no charge;

- (b) replace or switch the **pre-payment meter** to a standard **meter** at no charge; and
 - (c) provide information to the **pre-payment meter customer** about the **contract** options available to the **pre-payment meter customer**.
- (2) If a **retailer** requests a **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at that **supply address** as soon as possible and in any event no later than –
- (a) for **supply addresses** located within the **metropolitan area** –
 - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
 - (b) for **supply addresses** located within the **regional area** –
 - (i) within 9 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
 - (ii) within 10 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.

9.6 Requirements for pre-payment meters

- (a) A **retailer** must ensure that a **pre-payment meter customer** has access to emergency credit of \$20 outside normal business hours. Once the emergency credit is used, and no additional credit has been applied, the **pre-payment meter service** will be **de-energised**.
- (b) A **retailer** must ensure that a **pre-payment meter service** –
 - (i) is capable of informing the **retailer** of –
 - (A) the number of instances where a **pre-payment meter customer** has been **disconnected**; and
 - (B) the duration of each of those **disconnections** referred to in subclause (b)(i)(A),
 at least every month, and
 - (ii) is capable of recommencing supply and supply is recommenced as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made.

9.7 Recharge Facilities

A **retailer** must ensure that –

- (a) at least 1 **recharge facility** is located as close as practicable to a **pre-payment meter**, and in any case no further than 40 kilometres away;
- (b) a **pre-payment meter customer** can access a **recharge facility** at least 3 hours per day, 5 days per week;
- (c) it uses best endeavours to ensure that the **pre-payment meter customer** can access a **recharge facility** for periods greater than required under subclause (b); and
- (d) the minimum amount to be credited by a **recharge facility** does not exceed \$20 per increment.

9.8 Concessions

If a **pre-payment meter customer** demonstrates to a **retailer** that the **pre-payment meter customer** is entitled to receive a **concession**, the **retailer** must ensure that the **pre-payment meter customer** receives the benefit of the **concession**.

9.9 Meter check or test

- (1) If a **pre-payment meter customer** requests that the whole or part of a **pre-payment meter** be checked or tested, a **retailer** must, at the request of the **pre-payment meter customer**, make immediate arrangements to –
 - (a) check the **pre-payment meter customer's** metering data;
 - (b) check or conduct a test of the **pre-payment meter**, and/or
 - (c) arrange for a check or test by the responsible person for the **meter** installation at the **pre-payment meter customer's connection** point.
- (2) If a **retailer** requests a **distributor** to check or test a **pre-payment meter** under subclause (1), the **distributor** must check or test the **pre-payment meter**.
- (3) A **pre-payment meter customer** who requests a check or test of a **pre-payment meter** under subclause (1) must pay a **retailer's** reasonable charge for checking or testing the **pre-payment meter** (if any).
- (4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), a **retailer** must –
 - (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
 - (b) correct any **overcharging** or **undercharging** in accordance with clause 9.11; and
 - (c) refund any charges paid by the **pre-payment meter customer** under this clause for the testing of the **pre-payment meter**.

9.10 Credit retrieval, overcharging and undercharging

- (1) Subject to a **pre-payment meter customer** notifying a **retailer** of the proposed vacation date, the **retailer** must ensure that the **pre-payment meter customer** can retrieve all remaining credit at the time the **pre-payment meter customer** vacates the **supply address**.
- (2) If a **pre-payment meter customer** (including a **pre-payment meter customer** who has vacated the **supply address**) has been **overcharged** as a result of an act or omission of a **retailer** or **distributor** (including if a **pre-payment meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **pre-payment meter customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **pre-payment meter customer** for instructions as to whether the amount should be –
 - (a) credited to the **pre-payment meter customer's** account; or
 - (b) repaid to the **pre-payment meter customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **pre-payment meter customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **pre-payment meter customer's** account.

- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount **undercharged** as a result of an act or omission by the **retailer** or **distributor** (including if a **pre-payment meter** has been found to be defective), the **retailer** must –
 - (a) limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that **undercharging** had occurred;
 - (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
 - (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
 - (d) offer the **pre-payment meter customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (7) If the amount referred to in subclause (2) is less than \$100, the **retailer** may –
 - (a) ask the **pre-payment meter customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
 - (b) credit the amount to the **pre-payment meter customer's** account (in which case subclause (3) applies as if the **pre-payment meter customer** instructed the **retailer** to credit the **pre-payment meter customer's** account).

9.11 Payment difficulties or financial hardship

- (1) A **retailer** must give reasonable consideration to a request by –
 - (a) a **residential pre-payment meter customer** who informs the **retailer** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) a **relevant consumer representative**,
 for a waiver of any fee payable by the **pre-payment meter customer** to replace or switch a **pre-payment meter** to a standard **meter**.
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
 - (a) if a **residential pre-payment meter customer** informs the **retailer** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
 - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,
 subject to subclause (3), the **retailer** must use best endeavours to **contact** the **pre-payment meter customer** as soon as is reasonably practicable to provide –
 - (c) Not Used
 - (d) information about the different types of **meters** available to the **pre-payment meter customer**;
 - (e) information about and referral to relevant financial assistance programmes, and/or

- (f) referral to **relevant consumer representatives**; and/or
 - (g) information on independent financial and other relevant counselling services.
- (3) Where the **retailer** has identified the **residential pre-payment meter customer** pursuant to subclause (2)(b), the **retailer** is not required to contact the **residential customer** and provide the information set out in subclauses (2)(c)-(g) if the **retailer** has provided the **residential pre-payment meter customer** with that information in the preceding 12 months.
- (4) The information to be provided in subclause (2) may be provided in writing to a **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an email address nominated by the **pre-payment meter customer**.

9.12 Existing pre-payment meters

A **pre-payment meter** installed prior to the **amendment date** will be deemed to comply with the requirements of this Part 9.

Part 10 Information & Communication
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Division 1 – Obligations particular to retailers

10.1 Tariff information

- (1) A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs no later than the next bill in a **customer's billing cycle**.
- (2) A **retailer** must give a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, including any **alternative tariffs** that may be available to that **customer**.
- (3) A **retailer** must give a **customer** the information referred to under subclause (2) within 8 **business days** of the date of receipt. If requested by the **customer**, the **retailer** must give the information in writing.

10.2 Historical billing data

- (1) A **retailer** must give a **non-contestable customer** on request the **non-contestable customer's** billing data.
- (2) If a **non-contestable customer** requests billing data under subclause (1) –
 - (a) for a period less than the previous 2 years and no more than once a year; or
 - (b) in relation to a dispute with a **retailer**,the **retailer** must give the billing data at no charge.
- (3) A **retailer** must give a **non-contestable customer** the billing data requested under subclause (1) within 10 **business days** of the date of receipt of –
 - (a) the request; or
 - (b) payment for the **retailer's** reasonable charge for providing the billing data (if requested by the **retailer**).
- (4) A **retailer** must keep a **non-contestable customer's** billing data for 7 years.

10.3 Concessions

A **retailer** must give a **residential customer** on request at no charge –

- (a) information on the types of **concessions** available to the **residential customer**, and
- (b) the name and contact details of the organisation responsible for administering those **concessions** (if the **retailer** is not responsible).

10.3A Service Standard Payments

A **retailer** must give a **customer** at least once a year written details of the **retailer's** and **distributor's** obligations to make payments to the **customer** under Part 14 of this **Code** and under any other legislation (including subsidiary legislation) in Western Australia including the amount of the payment and the eligibility criteria for the payment.

10.4 Energy Efficiency Advice

A **retailer** must give, or make available to a **customer** on request, at no charge, general information on –

- (a) cost effective and efficient ways to utilise electricity (including referring the **customer** to a relevant information source); and
- (b) the typical running costs of major domestic appliances.

10.5 Distribution matters

If a **customer** asks a **retailer** for information relating to the distribution of electricity, the **retailer** must –

- (a) give the information to the **customer**; or
- (b) refer the **customer** to the relevant **distributor** for a response.

Division 2 – Obligations particular to distributors

10.6 General information

A **distributor** must give a **customer** on request, at no charge, the following information –

- (a) information on the **distributor's** requirements in relation to the **customer's** proposed new electrical installation, or changes to the **customer's** existing electrical installation, including advice about supply extensions;
- (b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
- (c) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (d) advice on facilities required to protect the **distributor's** equipment;
- (e) advice on how to obtain information on protecting the **customer's** equipment;
- (f) advice on the **customer's** electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;
- (g) general information on safe use of electricity;
- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

10.7 Historical consumption data

(1) A **distributor** must give a **customer** on request the **customer's consumption** data.

(2) If a **customer** requests **consumption** data under subclause (1) –

- (a) for a period less than the previous 2 years, provided the **customer** has not been given **consumption** data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request; or
- (b) in relation to a dispute with a **distributor**,

the **distributor** must give the **consumption** data at no charge.

- (3) A **distributor** must give a **customer** the **consumption** data requested under subclause (1) within 10 **business days** of the date of receipt of –
 - (a) the request; or
 - (b) if payment is required (and is requested by the **distributor** within 2 **business days** of the request) payment for the **distributor's** reasonable charge for providing the data.
- (4) A **distributor** must keep a **customer's consumption** data for 7 years.

10.8 Distribution standards

- (1) A **distributor** must tell a **customer** on request how the **customer** can obtain information on distribution standards and metering arrangements –
 - (a) prescribed under the **Act** or the *Electricity Act 1945*; or
 - (b) adopted by the **distributor**,that are relevant to the **customer**.
- (2) A **distributor** must publish on its website the information specified in subclause (1).

Division 3 – Obligations particular to retailers and distributors

10.9 Written information must be easy to understand

To the extent practicable, a **retailer** and **distributor** must ensure that any written information that must be given to a **customer** by the **retailer** or **distributor** or its **electricity marketing agent** under the **Code** is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

10.10 Code of Conduct

- (1) A **retailer** and a **distributor** must tell a **customer** on request how the **customer** can obtain a copy of the **Code**.
- (2) A **retailer** and a **distributor** must make electronic copies of the **Code** available, at no charge, on the **retailer's** or **distributor's** website.
- (3) Not Used

10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **residential customer** on request, at no charge, services that assist the **residential customer** in interpreting information provided by the **retailer** or **distributor** to the **residential customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, if appropriate, a **distributor** must include in relation to **residential customers** –
 - (a) the **telephone** number for its **TTY** services;
 - (b) the **telephone** number for independent multi-lingual services; and

- (c) the **telephone** number for interpreter services together with the **National Interpreter Symbol** and the words “Interpreter Services”,

on the –

- (d) bill and bill related information (including, for example, the notice referred to in clause 4.2(3) and statements relating to an **instalment plan**);
- (e) **reminder notice**; and
- (f) **disconnection warning**.

10.12 Metering

- (1) A **distributor** must advise a **customer** on request, at no charge, of the availability of different types of **meters** and their –
 - (a) suitability to the **customer’s supply address**;
 - (b) purpose;
 - (c) costs; and
 - (d) installation, operation and maintenance procedures.
- (2) If a **customer** asks a **retailer** for information relating to the availability of different types of **meters**, the **retailer** must –
 - (a) give the information to the **customer**; or
 - (b) refer the **customer** to the relevant **distributor** for a response.

**Part 11
NOT USED**

Part 12 Complaints & Dispute Resolution

12.1 Obligation to establish complaints handling process

- (1) A **retailer** and **distributor** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The **complaints** handling process under subclause (1) must –
 - (a) comply with **Australian Standard** AS/NZS 10002:2014;
 - (b) address at least –
 - (i) how **complaints** must be lodged by **customers**;
 - (ii) how **complaints** will be handled by a **retailer** or **distributor**, including –
 - (A) a right of a **customer** to have its **complaint** considered by a senior employee within each organisation of the **retailer** or **distributor** if the **customer** is not satisfied with the manner in which the **complaint** is being handled;
 - (B) the information that will be provided to a **customer**;
 - (iii) response times for **complaints**; and
 - (iv) method of response;
 - (c) detail how a **retailer** will handle **complaints** about the **retailer**, **electricity marketing agents** or **marketing**; and
 - (d) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(ii)(B), a **retailer** or **distributor** must at least –
 - (a) when responding to a **complaint**, advise the **customer** that the **customer** has the right to have the **complaint** considered by a senior employee within the **retailer** or **distributor** (in accordance with its **complaints** handling process); and
 - (b) when a **complaint** has not been **resolved** internally in a manner acceptable to a **customer**, advise the **customer** –
 - (i) of the reasons for the outcome (on request, the **retailer** or **distributor** must supply such reasons in writing); and
 - (ii) that the **customer** has the right to raise the **complaint** with the **electricity ombudsman** or another relevant external dispute resolution body and provide the Freecall **telephone** number of the **electricity ombudsman**.
- (4) For the purpose of subclause (2)(b)(iii), a **retailer** or **distributor** must, on receipt of a written **complaint** by a **customer** –
 - (a) acknowledge the **complaint** within 10 **business days**; and
 - (b) respond to the **complaint** by addressing the matters in the **complaint** within 20 **business days**.

12.2 Obligation to comply with a guideline that distinguishes customer queries from complaints

A **retailer** must comply with any guideline developed by the **Authority** relating to distinguishing **customer** queries from **complaints**.

12.3 Information provision

A **retailer, distributor** and **electricity marketing agent** must give a **customer** on request, at no charge, information that will assist the **customer** in utilising the respective **complaints** handling processes.

12.4 Obligation to refer complaint

When a **retailer, distributor** or **electricity marketing agent** receives a **complaint** that does not relate to its functions, it must advise the **customer** of the entity that the **retailer, distributor** or **electricity marketing agent** reasonably considers to be the appropriate entity to deal with the **complaint** (if known).

Part 13 Reporting

13.1 Preparation of an annual report

A *retailer* and a *distributor* must prepare a report in respect of each *reporting year* setting out the information specified by the *Authority*.

13.2 Provision of annual report to the Authority

A report referred to in clause 13.1 must be provided to the *Authority* by the date, and in the matter and form, specified by the *Authority*.

13.3 Publication of reports

- (1) A report referred to in clause 13.1 must be published by the date specified by the *Authority*.
- (2) A report is published for the purposes of subclause (1) if –
 - (a) copies of it are available to the public, without cost, at places where the *retailer* or *distributor* transacts business with the public; and
 - (b) a copy of it is posted on an internet website maintained by the *retailer* or *distributor*.

Part 14 Service Standard Payments
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Division 1 – Obligations particular to retailers

14.1 Facilitating customer reconnections

- (1) Subject to clause 14.6, if a **retailer** is required to arrange a **reconnection** of a **customer's supply address** under Part 8 –
 - (a) but the **retailer** has not complied with the time frames prescribed in clause 8.1(2); or
 - (b) the **retailer** has complied with the time frames prescribed in clause 8.1(2) but a **distributor** has not complied with the time frames prescribed in clause 8.2(2),the **retailer** must pay to the **customer** \$60 for each day that it is late, up to a maximum of \$300.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of a **distributor**, the **distributor** must compensate the **retailer** for the payment.

14.2 Wrongful disconnections

- (1) Subject to clause 14.6, if a **retailer** –
 - (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 and 6.10) and Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), 7.7(2)(a) and 7.7(2)(c)) of the **Code** prior to arranging for **disconnection** or **disconnecting** a **customer** for failure to pay a bill; or
 - (b) arranges for **disconnection** or **disconnects** a **customer** in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,the **retailer** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of a **distributor**, the **distributor** must compensate the **retailer** for the payment.

14.3 Customer service

- (1) Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **retailer** must pay to the **customer** \$20.
- (2) A **retailer** will only be liable to make 1 payment of \$20, under subclause (1), for each written **complaint**.

Division 2 – Obligations particular to distributors

14.4 Customer service

- (1) Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **distributor** must pay to the **customer** \$20.
- (2) A **distributor** will only be liable to make 1 payment of \$20, under subclause (1), for each written **complaint**.

14.5 Wrongful disconnections

Subject to clause 14.6, if a **distributor disconnects** a **customer's supply address** other than as authorised by –

- (a) this **Code** or otherwise by law; or
- (b) a **retailer**,

then the **distributor** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.

Division 3 – Payment

14.6 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if events or conditions outside the control of the **retailer** or **distributor** caused the **retailer** or **distributor** to be liable to make the payment.
- (2) Except in the case of a payment under clauses 14.2 and 14.5, which are required to be made without application by a **customer** as soon as reasonably practical, a **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if the **customer** fails to apply to the **retailer** or **distributor** for the payment within 3 months of the non-compliance by the **retailer** or **distributor**.
- (3) Under clauses 14.3 and 14.4, a **retailer** or **distributor** is not required to make more than 1 payment to each affected **supply address** per event of non-compliance with the performance standards.
- (4) For the purposes of subclause (3), each **supply address** where a **customer** receives a bill from a **retailer** is a separate **supply address**.

14.7 Method of payment

- (1) A **retailer** who is required to make a payment under clauses 14.1, 14.2 or 14.3 must do so –
 - (a) by deducting the amount of the payment from the amount due under the **customer's** next bill;
 - (b) by paying the amount directly to the **customer**; or
 - (c) as otherwise agreed between the **retailer** and the **customer**.
- (2) A **distributor** who is required to make a payment under clauses 14.4 or 14.5 must do so –
 - (a) by paying the amount to the **customer's retailer** who will pass the amount on to the **customer** in accordance with subclause (1);

- (b) by paying the amount directly to the **customer**, or
 - (c) as otherwise agreed between the **distributor** and the **customer**.
- (3) For the avoidance of doubt, a payment made under this part does not affect any rights of a **customer** to claim damages or any other remedy.

14.8 Recovery of payment

- (1) If a **retailer** or **distributor** who is required to make a payment to a **customer** under this Part fails to comply with clause 14.7 within 30 days of the date of demand for payment by the **customer**, or in the case of a payment required to be made under clause 14.2(1) or 14.5, within 30 days of the date of the wrongful **disconnection**, then the **customer** may recover the payment in a court of competent jurisdiction as a debt due from the **retailer** or **distributor** (as the case may be) to the **customer**.
- (2) If a **retailer** is entitled under clause 14.1(2) or 14.2(2) to compensation from a **distributor**, and the **distributor** fails to pay the compensation to the **retailer** within 30 days of the date of demand for compensation payment by the **retailer**, then the **retailer** may recover the compensation payment in a court of competent jurisdiction as a debt due from the **distributor** to the **retailer**.

Attachment 3 – Table minor typographical errors and inconsistencies (Refer to Recommendation 2)

Attachment 3 – List of minor typographical corrections and inconsistencies (Refer to Recommendation 2)

	Clause	Current wording	Proposed wording
1	1.5 – definition of 'adjustment'	...that the difference is not the result of an defect...	...that the difference is not the result of an <u>a</u> defect...
2	1.5 – definition of 'appropriately qualified medical practitioner'	(a) within the Perth Metropolitan Area, a specialist medical practitioner or practitioner working in a specialist department of a hospital or hospice doctor; or (b) outside of the Perth Metropolitan Area, a doctor or general practitioner if he/she also works on an occasional basis from a local hospital or rural health service, or hospice doctor.	(a) within the Perth Metropolitan Area, a specialist medical practitioner, <u>a hospice doctor</u> , or <u>a</u> practitioner working in a specialist department of a hospital or hospice doctor ; or (b) outside of the Perth Metropolitan Area, a doctor or general practitioner if he/she also works on an occasional basis from a local hospital or rural health service, or <u>a</u> hospice doctor.
3	1.5 – definition of 'Code'	...the Authority pursuant to section 79...	... the Authority pursuant to <u>under</u> section 79...
4	1.5 – definition of 'collective customer'	"collective customer" means a customer – ...	"collective customer" means a customer – ... [use the defined term for "customer" (i.e. bold & italics)]
5	1.5 – definition of 'meter'	has the meaning given to that term in the...	has the <u>same</u> meaning given to that term as <u>as</u> in the...
6	2.2(3)	For the purposes of subclause (2) ...	For the purposes of subclause (2), ...
7	2.3(5)	Subject to subclause (3), the retailer or ...	Subject to subclause (3), the <u>a</u> retailer or ...
8	2.6	...signs at a person's...	...signs at a <u>the</u> person's ...
9	Note after clause 3.1(3)	...and connect a premises.	...and connect a premises.]
10	4.1(b)(i)	...has obtained a customer's verifiable consent....	...has obtained a <u>the</u> customer's verifiable consent
11	4.3(1)	Despite clause 4.1, ...	Despite <u>Notwithstanding</u> clause 4.1, ...
12	4.3(1)	...may provide a customer with...	...may provide a <u>the</u> customer with...
13	4.3(2)	... to subclause (1) the retailer must ensure...	... to subclause (1), <u>the</u> retailer must ensure <u>that</u> ...
14	4.3(2)(b)	that the initial estimate is based on ...	that the initial estimate is based on...
15	4.3(2)(b)	...historical billing data or, where the retailer does...	...historical billing data or, where <u>if</u> the retailer does..."
16	4.3(2)(c)	that on or before the seventh month...	that on <u>in</u> or before the seventh month...
17	4.3(2)(d)	that, at the end of the 12 month period, ...	that , at the end of the 12 month period, ...

18	4.5(1)	Unless the customer agrees otherwise, a retailer must include at least the following information on a customer's bill –	Unless the a customer agrees otherwise, a retailer must include at least the following information on a the customer's bill –
19	4.5(1)(l)	... late payment from a customer...	... late payment from a-the customer ...
20	4.5(2)(a)	not indicative of the customer's ...	not indicative of the a customer's ...
21	4.5(3)	... wishes to bill the customer...	... wishes to bill the a customer ...
22	4.6(c)	where the connection point is...	where <u>if</u> the connection point is...
23	4.7	...is obtained, as frequently...	...is obtained, as frequently...
24	4.10	... because the customer failed...	...because the-a customer failed...
25	4.13	...the retailer must, prior to...	... the-a retailer must, prior to...
26	4.14(1)	If a customer requests the retailer to...	If a customer requests the-a retailer to...
27	4.14(2)	If the customer's account is...	If the-a customer's account is...
28	4.14(2)	...subclause (3), the retailer must...	...subclause (3), the a retailer must...
29	4.14(3)	If the customer's account is...	If the-a customer's account is...
30	4.14(3)	...a debt to the retailer ,...	...a debt to the-a retailer ,...
31	4.16(2)	The retailer must inform...	The A retailer must inform...
32	4.16(3)	If the retailer has not informed...	If the-a retailer has not informed...
33	4.17(2)(b)	...information provided by the customer is incorrect, where a retailer has changed a customer to an alternative tariff in the circumstances set out in clause 4.13 and, as a result of that change, the retailer has undercharged a customer ,...	...information provided by the-a customer is incorrect, where if a retailer has changed a the customer to an alternative tariff in the circumstances set out in clause 4.13 and, as a result of that change, the retailer has undercharged a the customer ,...
34	4.18(2)	... subclause (6) and subclause (7)...	... subclauses (6) and subclause-(7) ...
35	4.18(6)	Where the amount referred to...	Where <u>if</u> the amount referred to...
36	4.18(6)	...less than \$75, the retailer may, ...	...less than \$75, the-a retailer may, ...
37	4.18(6)	... notify the customer of...	... notify the-a customer of...
38	4.18(6)(a)	... for instructions pursuant to subclause (2)...	... for instructions pursuant-to-under subclause (2)...
39	4.18(7)	Where the customer has been overcharged by the retailer ,...	Where-the <u>if a</u> customer has been overcharged by the-a retailer ...
40	4.19(1)	...does not arise due to any act or omission of the customer ...	does not arise due to any act or omission of the-a customer ,...
41	4.19(2)	...the meter is read pursuant to...	...the meter is read pursuant-to <u>under</u> ...
42	4.19(2)	...subclause (5) and subclause (7)...	...subclauses (5) and subclause-(7) ...
43	4.19(2)(c)	...new bill smoothing arrangement where..."	...new bill smoothing arrangement where <u>if</u> ...
44	4.19(5)	Where the amount referred to...	Where-If the amount referred to...

45	4.19(5)(a)	... customer for instructions pursuant to subclause (2)...	... customer for instructions pursuant to <u>under</u> subclause (2)...
46	4.19(7)	Where the amount referred to....	Where <u>If</u> the amount referred to....
47	5.4(3)	... for which the retailer will...	... for which the a <u>a</u> retailer will...
48	5.6(1)(c)	subject to subclause (2)...	subject to subclause (2),...
49	5.6(2)	where the retailer has charged...	where the <u>If a</u> retailer has charged...
50	5.6(5)	... financial hardship pursuant to clause 6.1(1), the retailer must retrospectively waive any late payment fee charged pursuant to the...	... financial hardship pursuant to <u>under</u> clause 6.1(1), the a <u>a</u> retailer must retrospectively waive any late payment fee charged pursuant to <u>under</u> the...
51	5.7(1)(b)	the customer giving the retailer notice; and	the a <u>a</u> customer giving the a <u>a</u> retailer notice; and
52	5.7(1)	a retailer must not require a customer to pay for electricity...	a the <u>a</u> retailer must not require a the <u>a</u> customer to pay for electricity...
53	5.7(1)(d)	... at least 5 days notice...	... at least 5 days' notice...
54	5.7(4)(a)	..., a retailer must not require...	..., a the <u>a</u> retailer must not require...
55	5.8(2)	...other than the customer...	...other than the a <u>a</u> customer ...
56	6.1(2)	If the residential customer provides the retailer with...	If the a <u>a</u> residential customer provides the a <u>a</u> retailer with...
57	6.1(3)	... a retailer must give reasonable...	... a the <u>a</u> retailer must give reasonable...
58	6.2(1)	...under clause 6(1)(b) then...	...under clause <u>6.1</u> (1)(b) then...
59	6.2(2)	If, a residential customer ...	If, a <u>a</u> residential customer ...
60	6.2(2)	... and a residential customer –	... and a the <u>a</u> residential customer –
61	6.2(2)(b)	demonstrates to a retailer ...	demonstrates to a the <u>a</u> retailer ...
62	6.3(1)	... indicates to the retailer that the residential customer...	... indicates to the a <u>a</u> retailer that the a <u>a</u> residential customer ...
63	6.3(1)(a)(i)	...referred to in clause 6.4(1)...	...referred to in clause 6.4(1) <u>(a)</u> ...
64	6.3(1)(b)(i)	...referred to in clause 6.4(1)...	...referred to in clause 6.4(1) <u>(b)</u> ...
65	6.4(2)	... about the residential customer's...	... about the a <u>a</u> residential customer's ...
66	6.4(3)	If the residential customer accepts an instalment plan offered by the retailer , ...	If the a <u>a</u> residential customer accepts an instalment plan offered by the a <u>a</u> retailer , ...
67	6.4(3)(a)(i)	... the terms of instalment plan...	... the terms of <u>the</u> instalment plan ...
68	Subdivision 2	Subdivision 2 – Hardship policy	Subdivision 2 – Hardship policy <u>and</u> <u>hardship procedures</u>
69	6.10	Obligation to develop hardship policy	Obligation to develop hardship policy <u>and</u> <u>hardship procedures</u>
70	6.10(2)(f)	...further detail upon request.	... further detail up on request.
71	6.10(7)	The retailer must comply...	The A <u>A</u> retailer must comply...
72	7.1(1)	... disconnection of the customer's supply address...	... disconnection of the a <u>a</u> customer's supply address ...

73	7.4(2)	... arrange for the distributor...	... arrange for the <u>a</u> distributor ...
74	7.6(1)	...for disconnection of a customer's supply address where -	...for disconnection of a customer's supply address where <u>if</u> -
75	7.6(2)	Where -	where <u>if</u> -
76	7.6(2)(a)(ii)	the distributor is notified by the retailer, electricity ombudsman or an...	the distributor is notified by the <u>a</u> retailer, the electricity ombudsman or an...
77	7.7(3)	Where a distributor has been...	Where <u>if</u> a distributor has been...
78	7.7(3)(b)	where informed by a relevant government agency...	where <u>if</u> informed by a relevant government agency...
79	7.7(4)	Where life support equipment is registered at a customer's supply address under subclause (3)(a) the distributor must...	Where <u>if</u> life support equipment is registered at a customer's supply address under subclause (3)(a), the <u>a</u> distributor must...
80	7.7(5)	Where the distributor has...	Where <u>the</u> <u>if</u> <u>a</u> distributor has...
81	7.7(5)	...registering the customer's supply address...	...registering the <u>a</u> customer's supply address ...
82	7.7(6)(a)	...the retailer must contact the customer to:...	... the <u>a</u> retailer must contact the <u>a</u> customer to:...
83	7.7(6)(b)	...The retailer must provide a minimum period of 3 months for the customer...	...The <u>A</u> retailer must provide a minimum period of 3 months for the <u>a</u> customer ...
84	7.7(7)(a)(iii)	... requested by the retailer...	... requested by the <u>a</u> retailer ...
85	7.7(7)(b)	... requested by the retailer...	... requested by the <u>a</u> retailer ...
86	7.7(7)(b)	...where the contact by the retailer...	...where <u>if</u> the contact by the retailer ...
87	7.7(7)(b)(ii)	... by any of the following means: A. electronic means ; B. telephone ; C. in person; D. facsimile; or E. by post sent to the customer's supply address and any other address nominated by the customer.	... by any of the following means: (A) <u>A</u> : electronic means ; (B) <u>B</u> : telephone ; (C) <u>C</u> : in person; (D) <u>D</u> : facsimile; or (E) <u>E</u> : by post sent to the customer's supply address and any other address nominated by the customer .
88	7.7(7)(c)	Where the distributor's obligations...	Where <u>the</u> <u>if</u> <u>a</u> distributor's obligations...
89	7.7(7)(c)	...the retailer must notify...	... the <u>a</u> retailer must notify...
90	8.2(1)	...and the retailer has subsequently requested the distributor...	...and the <u>a</u> retailer has subsequently requested the distributor ...
91	8.2(2)	... reconnect the customer's supply...	... reconnect the <u>a</u> customer's supply ...
92	9.3(2)	...enters into a prepayment meter contract at a residential customer's supply address...	...enters into a prepayment meter contract at <u>a</u> <u>the</u> residential customer's supply address ...
93	9.3(6)	...may be provided in writing to the pre-payment meter customer at the...	...may be provided in writing to the <u>a</u> pre-payment meter customer at the...

94	9.4(2)	...to a standard meter if the pre-payment meter customer is...	...to a standard meter if the <u>a</u> pre-payment meter customer is...
95	9.4(3)	Where the pre-payment meter customer requests...	Where the <u>If a</u> pre-payment meter customer requests...
96	9.4(3)	...the retailer may charge...	... the <u>a</u> retailer may charge...
97	9.4(4)	If a retailer requests the distributor ...	If a retailer requests the <u>a</u> distributor ...
98	9.5(2)	If a retailer requests the distributor ...	If a retailer requests the <u>a</u> distributor ...
99	9.6(b)(i)	...is capable of informing the retailer of – A. the number of instances where a pre-payment meter customer has been disconnected; and B. the duration of each of those disconnections referred to in subclause (b)(i)(A), at least every month,	...is capable of informing the retailer of – (A) the number of instances where a pre-payment meter customer has been disconnected; and (B) the duration of each of those disconnections referred to in subclause (b)(i)(A), at least every month, <u>and</u>
100	9.7(c)	...to ensure that a pre-payment meter customer...	...to ensure that a <u>the</u> pre-payment meter customer ...
101	9.7(d)	...does not exceed 20 dollars per increment.	...does not exceed \$ <u>20</u> dollars per increment.
102	9.9 (heading)	Meter testing	Meter testing <u>check or test</u>
103	9.9(1)	Where a pre-payment meter customer requests that the whole or part of the pre-payment meter be tested, the retailer must,...	Where <u>If a</u> pre-payment meter customer requests that the whole or part of the <u>a</u> pre-payment meter be <u>checked or</u> tested, the <u>a</u> retailer must,...
104	9.9(2)	If a retailer requests the distributor ...	If a retailer requests the <u>a</u> distributor ...
105	9.9(3)	...test of the pre-payment meter under subclause (1) must pay the retailer's reasonable charge ...	...test of the <u>a</u> pre-payment meter under subclause (1) must pay the <u>a</u> retailer's reasonable charge
106	9.9(4)	...the retailer must –	... the <u>a</u> retailer must –
107	9.9(4)(c)	...pursuant to this clause for the testing...	... pursuant to <u>under</u> this clause for the testing...
108	9.10(1)	Subject to the pre-payment meter customer notifying a retailer of the proposed vacation date, a retailer must ensure that a pre-payment meter customer ...	Subject to the <u>a</u> pre-payment meter customer notifying a retailer of the proposed vacation date, a <u>the</u> retailer must ensure that a <u>the</u> pre-payment meter customer ...
109	9.10(2)	...(including where the pre-payment meter...	...(including where <u>if a</u> pre-payment meter ...
110	9.10(6)	...(including where a pre-payment meter...	...(including where <u>if a</u> pre-payment meter ...
111	9.10(7)	Where the amount referred to in subclause (2) is...	Where <u>If</u> the amount referred to in subclause (2) is...
112	9.10(7)(a)	...for instructions pursuant to subclause (2)...	...for instructions pursuant to <u>under</u> subclause (2)...
113	9.11(1)(a)	... customer that informs...	... customer that <u>who</u> informs...

114	9.11(2)(a)	where a residential pre-payment meter customer informs...	where if a residential pre-payment meter customer informs...
115	9.11(4) (previously subclause 3)	... in writing to the pre-payment meter customer...	... in writing to the a pre-payment meter customer ...
116	10.1(3)	...If requested by a customer , the retailer must give the information in writing.	...If requested by a the customer , the retailer must give the information in writing.
117	10.2(2)(b)	...a dispute with the retailer ,...	... a dispute with the a retailer ,...
118	10.4(a)	...(including referring a customer to a relevant information source);...	...(including referring a the customer to a relevant information source);...
119	10.7(2)(b)	... a dispute with the distributor ,...	... a dispute with the a distributor ,...
120	10.11(2)	...and, where appropriate, a...	...and, where if appropriate, a...
121	12.1(2)(b)(ii)	...by the retailer or distributor ,...	...by the a retailer or distributor ,...
122	12.1(2)(b)(ii) (A)	a right of the customer ...	a right of the a customer ...
123	12.1(2)(b)(iii)	response times for complaints ;	response times for complaints ; and
124	12.1(2)(c)	detail how the retailer ...	detail how the a retailer ...
125	12.1(3)(a)	when responding to a customer complaint ,...	when responding to a customer complaint ,...
126	12.1(3)(b)	...acceptable to the customer ,...	...acceptable to the a customer ,...
127	12.2 (heading)	Obligation to comply with a guideline that distinguishes customer queries from customer complaints	Obligation to comply with a guideline that distinguishes customer queries from customer complaints
128	12.2	...distinguishing customer queries from customer complaints.	...distinguishing customer queries from customer complaints .
129	13.1 (heading)	Preparation of an annual report by retailers and distributors	Preparation of an annual report by retailers and distributors
130	13.2 (heading)	Provision of annual report to the Authority by retailers and distributors	Provision of annual report to the Authority by retailers and distributors
131	13.3 (heading)	Publication of reports by retailers and distributors	Publication of reports by retailers and distributors
132	14.1(1)	...where a retailer is required...	... where if a retailer is required...
133	14.1(1)(b)	...but the distributor has...	...but the a distributor has...
134	14.1(2)	...omission of the distributor ,...	...omission of the a distributor ,...
135	14.2(2)	...omission of the distributor ,...	...omission of the a distributor ,...
136	14.3(2)	The retailer will only...	The A retailer will only...
137	14.3(2)	...pursuant to subclause (1)...	... pursuant to under subclause (1)...
138	14.4(2)	The distributor will only...	The A distributor will only...
139	14.4(2)	...pursuant to subclause (1)...	... pursuant to under subclause (1)...

Attachment 4 – Submission: Alinta Energy



**2015 Review of the Code of Conduct for the
Supply of Electricity to Small Use Customers
Draft Review Report**

**Alinta Energy
Submission**

12 October 2015

Introduction

Alinta Sales Pty Ltd (**Alinta Energy**) is pleased to provide comment on the Draft Review Report (**Report**) which presents the preliminary findings of the statutory review of the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Code**) carried out by the Electricity Code Consultative Committee.

Alinta Energy largely agrees with the recommendations in the Report and will restrict its comments to a few issues below.

Comments

Question 1

A. Should clauses 5.1, 5.2, 5.4 and 5.7 be amended to allow a retailer and a customer to agree to a service standard different from that set out in the Code?

B. Should any additional clauses be amended to allow a retailer and a customer to agree to a service standard different from that set out in the Code?

Alinta Energy agrees that additional flexibility to standard form contracts may better meet the needs of both the customer and the retailer. However, it is important that the rights of the customer remain protected.

With the anticipated introduction of full retail contestability in the Western Australian electricity market from 1 July 2018, retailers may offer a variety of non-standard products and customers may choose products with different service standards in return for greater pricing discounts.

Question 2

Should clause 2.4(1) be deleted?

Alinta Energy supports the current requirement provided by clause 2.2(2)(e) whereby a retailer must provide information concerning concessions to a residential customer who enters into a standard form contract that is not unsolicited no later than on or with the customer's first bill.

Alinta Energy also supports the requirement under clause 2.3(2)(f) for a retailer to provide details regarding concessions before entering into a non-standard contract, regardless of whether it is unsolicited or not.

Clause 2.4(1) concerns marketing conduct relating to unsolicited contracts, including standard form contracts. Whilst it would be uncommon for a retailer to actively market a standard form contract, a customer may elect to sign a standard form contract and therefore Alinta Energy believes clause 2.4(1) should be retained.

Question 3

A. Should retailers be obliged to base at least one bill every 12 months on an actual meter reading?

B. If so, should the obligation be qualified? For example, should it be subject to the retailer having received an actual meter read from the distributor?

Alinta Energy agrees that retailers should be required to use best endeavours to base at least one bill every 12 months on an actual meter reading. The customer's bill should be based on the distributor's reading of the meter or, where agreed, the customer's reading of the meter.

If the distributor is unable to obtain a meter reading the retailer will be able to disconnect the customer under clause 7.4.

The requirement to base at least one bill every 12 months on an actual meter reading will align with gas retailer requirements under clause 4.7 of the *Compendium of Gas Customer Licence Obligations* (Gas Compendium).

Question 4

A. Should clause 4.17(2) be amended to clarify that failure by a distributor to obtain an actual meter read due to the customer (continuously) failing to provide access to the meter does not constitute a "default" by the distributor?

B. If so, how should the clause be amended?

Alinta Energy agrees that failure by a distributor to obtain an actual meter read due to the customer continuously failing to provide access should not constitute a default by the distributor.

Adding the word "solely" before "responsible" in clause 4.17(2) is an appropriate amendment.

Question 6

Is the amount of \$75, as referred to in clause 4.18(6) & (7) and clause 4.19(5) & (7), still appropriate or should this amount be increased/decreased?

Alinta Energy would support an increase to \$100 for the amount a retailer may directly credit a customer's account.

Question 7

A. Should the minimum timeframes for bill due dates, reminder notices and disconnection warnings be increased and, if so, by how much?

B. Are there any other clauses that may require amendment in light of Australia Post's extended delivery time frames?

Alinta Energy does not support an extension to bill due dates, reminder notices and disconnection warnings, as any increases have implications for retailers' cost flow operations.

Alinta Energy also notes that many customers are moving to paperless (electronic) billing and expects that over time, few customers will continue to receive a bill via post.

Question 8

A. In light of the limited availability of relevant consumer representatives (such as financial counsellors), should changes be made to clauses 6.1 and/or 6.2?

B. Should the 3 business day timeframe specified in clause 6.1(1) be increased to, for example, 5 business days?

C. Should disconnection and debt recovery actions be suspended if the customer has been unable to make an appointment with a relevant consumer representative? And, if so, should the customer instead meet any other requirements for the suspension to take effect?

As the changes to the State Government's funding for financial counselling services is very recent, the full impact of the reduction is not yet known. At this time, Alinta Energy would support an increase to 5 business days for retailers to assess whether a customer is in financial hardship.

Question 9

Should a retailer be required to submit any amendments to its hardship policy or only those that are material?

To ensure published documentation remains current, Alinta Energy supports the requirement for a retailer to submit any amendments to its hardship policy. However, the Authority should consider whether it is necessary to review the policy in its entirety if the amendments submitted are immaterial e.g. changes to contact details, typographical errors, etc.

Question 10

A. Should clause 7.3 in both the Code and the Gas Compendium apply to the same class of customers?

B. If so, should both clauses apply to all small use customers, or only to residential customers?

Alinta Energy supports clause 7.3 concerning dual fuel contracts applying to residential customers only as per the Gas Compendium.

Question 11

Should clause 7.4(1)(a) be amended as follows:

the **customer** has denied access for at least ~~12~~ 9 consecutive months;

Alinta Energy supports the proposed amendment to enable a customer to be disconnected if they have denied access to the meter for 9 consecutive months. This would enable a retailer to assist the distributor in obtaining a meter read at least once every 12 months and would align requirements with gas.

Question 12

Should clause 8.1(1)(a) be amended to allow a retailer to require a customer to make a payment under an instalment plan before the retailer will agree to reconnect the customer's supply address?

Alinta Energy agrees that a retailer should be allowed to require a customer to make a payment under an instalment plan before agreeing to reconnect the customer's address.

Attachment 5 – Submission: Horizon Power

The Electricity Code Consultative Committee: 2015 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers 2012 (WA)

Draft Review Report

Horizon Power welcomes the Electricity Code Consultative Committee's (ECCC) review ("Draft Review Report"), dated 14 September 2015 of the Code of Conduct for the Supply of Electricity to Small Use Customers 2012 (WA) ("Small Code").

The Draft Review Report recommends 49 amendments/changes and poses 16 further questions for industry comment. Horizon Power agrees with the majority of the ECCC's recommendations and provides the following responses to the Draft Review Report.

Recommendations

Horizon Power supports all recommendations with the following exceptions.

With regard to Recommendation 9, Horizon Power supports the proposed change plus requests consideration of the following.

In remote aboriginal communities the Department of Housing assist customers with housing. They also may assist customers to establish an electricity account as they establish a new housing agreement. This assistance is essentially providing customers with a form to fill in with the required information that is passed onto Horizon Power to establish the account. This constitutes a marketing agent with all of the code obligations.

Horizon Power submits that this is not the intent of the activity and suggests that the term customer representative is defined to include any government agency acting to assist a customer.

With regard to Recommendation 15, Horizon suggests clause 4.8(2)(c)(i) is removed to enable the phrase on the bill to be simple and understandable to all customers, stating that a customer may request a meter reading.

With regard to Recommendation 23, Horizon suggests that this change will have little to no impact on customer perception and is not necessary.

With regard to Recommendation 24, Horizon suggests that this change will have little to no impact on customer understanding and information provision and is not necessary.

Questions

Horizon Power agrees with the Draft Review Report and answers Yes, with respect to questions 2, 4, 5, 11, 12, 13 and 15. Horizon Power has no opinion with respect to questions 3, , 7 and 10. Horizon Power provides the following responses to the remaining questions:

1A. Yes.

1B Horizon believes that additional flexibility would allow a customer and a retailer to better meet the needs of both the customer and the retailer and would support any mechanism to do so. This approach will enable innovation (allowed for with flexibility) to create both better customer outcomes and improved outcomes for retailers, provided that appropriate safety nets are in place.

6 Horizon will support the amount either being maintained or increased to \$100

8A. Yes.

8B. Yes. Horizon Power's view is the timeframe specified in clause 6.1(1) should be increased to 5 business days to provide more flexibility.

8C. Disconnection and debt recovery actions should not be suspended on the basis that a customer has failed to make an appointment with a relevant consumer representative. An open-ended arrangement will be abused by some customers so a reasonable period should be allowed. Horizon Power submits that the customer be allowed 10 business days to comply.

9. Only material amendments should be submitted by a retailer to its Hardship Policy under Part 6.

14. Horizon Power submits that the amount of \$45 referred to in clause 9.10(7) should align with clauses 4.18 and 4.19; that is, increase to \$75.

15. Horizon Power submits that this clause should be deleted. Horizon's experience in meeting the requirements of this clause is that it is simply not practical as the vast majority of customers in this position are not contactable. In addition from the data gathered extended disconnections occur regularly and we believe for a variety of reasons not necessarily related to hardship.

16. No. The cost of process change will be significant.

Additional Considerations for the ECCC:

Repeal clause 9.1(2)

Horizon Power has engaged with the PUO for consideration of a simplification of regulation, in this case, the removal of the need to gazette pre-payment communities. The PUO are now engaging key stakeholders to consider this request.

Similarly Horizon Power submits that as a prepayment meter can only be provided with a customer's verifiable consent per clause 9.2(1), clause 9.1(2) can be repealed with no negative consequence. This will reduce the burden of gazettal and increase options available to customers should a retailer offer it.

Attachment 6 – Submission: Kleenheat

12 October 2015

Mr Paul Kelly
ECCC Chairman
PO Box 8469
PERTH BC WA 6849

Email: publicsubmissions@erawa.com.au

Dear Paul,

CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL-USE-CUSTOMERS 2015 REVIEW

Kleenheat welcomes the opportunity to provide this submission to the ECCC in regards to the Draft Review Report of the Code of Conduct for the supply of Electricity to Small Use Customers.

We support all of the preliminary recommendations, with the exception of specific comments below and have provided feedback on a number of questions posed by the ECCC:

Recommendation 19 – Transfer of Debt

Although Kleenheat supports the addition of Clause 5.9, the wording should be reviewed to ensure it is clear that the retailer has the right to decline the customer's request. We suggest inserting "at its discretion" after "the retailer may".

Question 1 – Variation from the Code

Kleenheat supports flexibility to service standards subject to agreement between both the retailer and the customer. We do acknowledge the need to ensure vulnerable customers are not inadvertently less protected, however this could be managed by ensuring that agreement to any changes to service standards is comprehensive and recorded.

Question 3 – Basing a bill upon an actual meter read

Kleenheat believes it is in the interest of retailers to base at least one bill every 12 months on an actual meter read, however retailers should have the ability to use either the distributors or customers actual read. Any such obligation would certainly need to be qualified were the retailer has been unable to obtain an actual read.

Question 4 – Undercharging due to customers actions

Kleenheat agrees that clause 4.17(2) should be amended to ensure that the retailer and distributor are not unnecessarily restricted in their action due to the fault of the customer.

Question 5 – Interest on undercharging amounts

Kleenheat supports the option to be able to charge interest and late payment fees on amounts undercharged where the customers has refused to pay the amount, to assist it in recovering debt more promptly.

Question 7 – Due dates for payments

Kleenheat appreciates the need to consider Australia Post's new service standards, however believes that consideration should be given to a growing number of customers opting for ebilling that will not be impacted by these changes. The ECCC should consider only making changes to minimum due dates for paper bills issued to customers.

Question 8 – Access to financial counsellor

Kleenheat supports the increase in timeframe specified in clause 6.1(1) from three to five business days to assist in the administration of financial situation assessment. In regards to suspension of accounts, Kleenheat does not believe that any changes are required to clause 6.2 and would add that each individual customers circumstance is dealt with on its merit and supports customers reasonable attempts to assist in the assessment of their case.

Question 9 – Submitting amendments to a hardship policy

Kleenheat believes it is not the intention of the Code, or indeed efficient, for it to be required to submit its hardship policy when it amends for non-material changes. We would suggest it would be easier for the ECCC to consider drafting wording that defines what constitutes non-material administration type changes, rather than material.

Question 10 – Dual fuel contracts

Kleenheat believe that the intention of this clause is to protect residential customers, and would therefore recommend that clause 7.3 applies to residential customers only for both the Code and the Gas Compendium.

Question 11 – Disconnection for denying access

Kleenheat sees this change as an improvement to the Code.

Question 12 – Reconnection by retailer

Kleenheat supports this change and thinks it is reasonable to request a customer to show their commitment in this way. Consideration should also be given to another option with this change to allow customers to show their commitment by way of setting up a Centrelink instalment plan.

Question 15 – Pre-payment meter customers experiencing payment difficulties or financial hardship

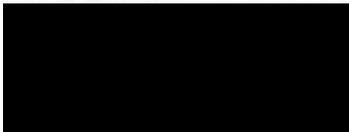
Kleenheat supports the deletion of this clause, as the inactivity defined in this clause does not necessarily indicate that the pre-payment customer is experiencing financial hardship or payment difficulties. The information requirements under the Contracts & Information section of the Code should ensure that customers are aware of the support available if they experiencing these types of difficulties.

Question 16 – Exceptions

Kleenheat does not support these changes and agrees with the ECCC's concerns that this change will add addition cost to servicing customers.

Thank you for consideration of this feedback,

Yours sincerely



Melanie Gordon

Regulatory Manager Natural Gas and Electricity, Kleenheat

Attachment 7 – Submission: Synergy

Our reference: 3780444
Telephone: 6212 1433

12 October 2015

Mr Paul Kelly
Chairman Electricity Code Consultative Committee
Level 4, Albert Facey House
469 Wellington Street
PERTH WA 6000

By email: publicsubmissions@erawa.com.au

Dear Paul

CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS 2015 REVIEW

Thank you for the opportunity to comment on the Electricity Code Consultative Committee's (ECCC) draft review report dated 14 September 2015 (**report**) on the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Code**).

Synergy is the largest energy retailer in Western Australia with over one million electricity customers and is therefore well placed to comment on matters affecting our small use customers.

Matters raised in the report

General comment

Unless otherwise specified in this submission Synergy supports the ECCC's recommendations.

Recommendation 9:

Amend clause 2.5(2)(b) as follows:

A **retailer** or **electricity marketing agent** who meets with a **customer** face to face for the purposes of **marketing** must [...]

(b) ~~as soon as practicable~~ upon request, provide the **customer**, in writing –

(i) his or her first name;

(ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);

(iii) the name of the **retailer** on whose behalf the **contact** is being made;

(iv) the **complaints telephone** number of the **retailer** on whose behalf the **contact** is being made;

- (v) the business address and Australian Business or Company Number of the **retailer** on whose behalf the **contact** is being made; and
- (vi) the **telephone** number of the **electricity ombudsman**.

Synergy supports the recommendation to provide customers with information they wish to receive and to that end, submits the clause should further be amended so that only the information the customer requests to receive in writing is provided. For example, if the customer only wishes to have the retailer's or marketing agent's name and identification number, they should not be compelled to receive the retailer's ABN.

Question 1:

A. Should clauses 5.1, 5.2, 5.4 and 5.7 be amended to allow a retailer and a customer to agree to a service standard different from that set out in the Code?

B. Should any additional clauses be amended to allow a retailer and a customer to agree to a service standard different from that set out in the Code?

A. Yes. The energy market and consumer expectations of retailers have changed significantly in recent years. Different households and businesses have various requirements. Today's customers expect greater flexibility and variety of product offerings to provide them with a degree of control over their energy use, services and contracts. The current arrangements are a barrier to flexibility and innovation. Therefore Synergy supports amending the payment clauses mentioned to enable customers to choose the service standards which are most suitable for their home or business.

B. Yes. In addition to the payment clauses, Synergy considers it reasonable for a customer to be able to choose their service standards in relation to how they receive bills under clause 4.4. Accordingly, Synergy recommends clause 4.4 is redrafted to specify the bill must be sent to the address nominated by the customer as this permits the customer to elect a supply address, postal address or email address rather than the Code specifying a default i.e. supply address.

Synergy does not consider amending the abovementioned clauses lessens the protection afforded to customers, as the baseline service standard remains but gives the customer the freedom to select the service suitable to their circumstances, rather than limiting their right to choose.

Question 2: Should clause 2.4(1) be deleted?

Yes. Synergy supports deletion of clause 2.4(1) for the reason of regulatory duplication. The requirements under other clauses in Part 2, Part 4, Part 6 as well as Part 10 adequately regulate the requirement to inform customers about concessions.

Question 3:

A. Should retailers be obliged to base at least one bill every 12 months on an actual meter reading?

B. If so, should the obligation be qualified? For example, should it be subject to the retailer having received an actual meter read from the distributor?

No. Current recommendations for Australian Government regulation requires regulatory intervention should only be implemented as a last resort, following analysis of, among other things, the net benefit versus the cost¹. To assist the ECCC in forming that view, we outline our concerns with the proposal below.

Sufficient obligations exist under the current Code and *Electricity Industry Metering Code 2012 (Metering Code)* which align sensibly to the functions of retailers and network operators in the market and therefore such an addition would unfairly place the burden of enforcement of the regulatory regime upon retailers and penalise them for contraventions of those requirements by the network operator.

The objectives of the Metering Code are to:

“(a) promote the provision of accurate metering electricity production and consumption;

(b) promote access to and confidence in data of parties to commercial electricity transactions’

(c) facilitate the operation of Part 8 and Part 9 of the Act, the *Customer Transfer Code* and the *Code of Conduct*.”

Further

“(2) Code participants must have regard to the *Code objectives* when performing an obligation under this Code, whether or not the provision under which they are performing refers expressly to the *Code objectives*.”

These objectives obligate the network operator and retailers to interpret specific requirements of the Metering Code on the basis that it exists to support the electricity market and requirements of the Code of Conduct.

Specific requirements of the Metering Code in relation to meter reading and provision include clause 5.3, whereby the network operator must obtain energy data within 2 business days of the scheduled meter reading date. In addition under clause 5.4 of the Metering Code the network operator must undertake a reading that provides an actual validated value at least once every 12 months. Users, including retailers, must assist the network operator in complying with their obligations under this clause, *when reasonably requested to do so* by the network operator [emphasis added].

¹ <http://cuttingredtape.gov.au/handbook/australian-government-guide-regulation>

Further, under clause 5.6 of the Metering Code, the network operator must provide the obtained energy data to the user within 2 business days. This obligation is further supported by clause 5.8 of the Metering Code, which requires the network operator to provide data to the users to enable the user to comply with their Code obligations.

Clause 4.1 of the Code outlines the schedule for issuing of bills and clause 4.6 ensures that retailers base bills on energy data supplied by the distributor.

Based on these existing regulatory mechanisms, an additional clause to require retailers to bill at least once a year based on an actual meter reading is redundant and unnecessary.

Question 4:

A. Should clause 4.17(2) be amended to clarify that failure by a distributor to obtain an actual meter read due to the customer (continuously) failing to provide access to the meter does not constitute a “default” by the distributor?

B. If so, how should the clause be amended?

Yes. Synergy supports improving clarity in the Code and therefore supports amendment of the clause to ensure customers are not financially incentivised to prevent meter access.

Synergy recommends clause 4.17 is amended to explicitly permit a retailer to recover an undercharge beyond 12 months resulting from the customer’s error, defect or default. We do not consider any further clarification is required beyond this, as the determination is linked to each party’s rights and responsibilities under the Code and other instruments as well as any relevant contractual arrangements.

Question 5: Should retailers be able to impose interest and late payment fees on amounts undercharged where the customer has refused to repay the amount?

Yes. Synergy supports the ability for retailers to impose interest and/or late payment fees on debt in situations where a payment request has been issued but a customer has not complied with the request. We consider the existing protections as outlined in clause 5.6 of the Code would still apply to this circumstance and therefore would pose little risk of any unreasonable conduct on the part of retailers.

Question 6: Is the amount of \$75, as referred to in clause 4.18(6) & (7) and clause 4.19(5) & (7), still appropriate or should this amount be increased / decreased?

The regulated retail and network tariffs applicable to customers have periodically increased in recent years and therefore it is sensible and commercially appropriate to increase the minimum threshold dollar amount to at least \$100.

Question 7:

- A. Should the minimum timeframes for bill due dates, reminder notices and disconnection warnings be increased and, if so, by how much?**
- B. Are there any other clauses that may require amendment in light of Australia Post's extended delivery time frames?**

No. Changes to Australia Post's domestic delivery times equate to an increase of only 1 to 2 business days which is not considered material. Further, not all customers receive collection notices via mail as there is now a strong customer take up of electronic billing.

Question 8:

- A. In light of the limited availability of relevant consumer representatives (such as financial counsellors), should changes be made to clauses 6.1 and/or 6.2?**
- B. Should the 3 business day timeframe specified in clause 6.1(1) be increased to, for example, 5 business days?**
- C. Should disconnection and debt recovery actions be suspended if the customer has been unable to make an appointment with a relevant consumer representative? And, if so, should the customer instead meet any other requirements for the suspension to take effect?**

A and B. Yes. Synergy supports amendments to clause 6.1 given current and likely future demand on financial counselling services including an extension to the timeframe to complete an assessment of payment problems to at least 5 business days. In doing so we do not consider customers will be materially affected by the two business day extension given clause 6.2(4) of the Code.

C. No. If the ECCC was to recommend disconnection and debt recovery actions be suspended if the customer has been unable to make an appointment with a financial counsellor, this exposes a retailer to increased financial risk as well providing an incentive for customers to make appointments well into the future or to continually change them in the knowledge no debt collection activity can occur. Although we sympathise in relation to the limited funding available to financial counsellors, a retailer should not be financially exposed due to a lack counselling services.

Question 9: Should a retailer be required to submit any amendments to its hardship policy or only those that are material?

Synergy supports amendment of clause 6.10 to only require submission of material policy amendments to the Authority to reduce regulatory burden and cost for both retailers and the Authority in relation to immaterial matters such as format, graphics or style changes. We note that introducing a materiality test will involve a degree of discretion to retailers however, this is more than offset by the reduced cost to customers in having to pay the regulatory costs of reporting minor or inconsequential amendments to the Authority for no real benefit to customers.

Question 10:

- A. Should clause 7.3 in both the Code and the Gas Compendium apply to the same class of customers?**
- B. If so, should both clauses apply to all small use customers, or only to residential customers?**

Yes. Synergy supports alignment between electricity and gas relating to dual fuel customers and application to only residential customers given the market power of business customers.

Question 11: Should clause 7.4(1)(a) be amended as follows:

the customer has denied access for at least ~~12~~ 9 consecutive months;

Yes. Synergy supports amendment to clause 7.4 to reduce the minimum timeframe that a customer may be disconnected for preventing meter access as the current requirement (i.e. not less than 12 months) financially exposes a retailer under clause 4.17(2) of the Code.

Synergy submits it would better serve the interests of small use customers to enable earlier action than the proposed 9 months for the same reasons as outlined in the draft report that should the estimates be quite different to the customer's actual consumption, they may either experience bill shock and potentially payment problems or alternatively, have paid more than they would have otherwise. A shorter period will directly reduce the customer impacts of estimated bills therefore we recommend the period be reduced to three billing cycles, given many leases are for a period of 6 months and such matters should be resolved prior to customers vacating the property to reduce potential historical debt.

Question 12: Should clause 8.1(1)(a) be amended to allow a retailer to require a customer to make a payment under an instalment plan before the retailer will agree to reconnect the customer's supply address?

Synergy supports this recommendation given the high number of our customers who default on agreed instalment plans (87%). The current wording enables a customer to agree to an instalment plan as a condition of reconnection and then subsequently default once a retailer has incurred the reconnection cost which is not equitable. Synergy considers a provision similar to clause 7.1(2)(c) should be included within clause 8.1(a).

Question 13:

Should clause 9.3(5) be amended as follows:

A **retailer** must, within 10 **business days** of the change, use reasonable endeavours to notify a **pre-payment meter customer** in writing or by electronic means if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).

Yes. Synergy supports the proposed drafting to ensure retailers apply reasonable endeavours to providing pre-payment meter customers with the information.

Question 14: Is the amount of \$45, referred to in clause 9.10(7), still appropriate or should the amount be increased/decreased?

Refer Synergy's response to question 6 above.

Question 15: Should clause 9.11(2)(b) be deleted or retained?

The matter should be deleted. The requirement to monitor a customer's pre-payment disconnection activity and automatically conclude a customer is experiencing payment difficulty and financial hardship if disconnected two or more times within a month for more than 120 minutes on each occasion is unwarranted and intrusive for both retailer and customer. The customer is best placed to determine whether they are having payment problems not the retailer.

We also note that pre-payment customers are given significant information regarding contacting the retailer on various matters, including how they may assist if they are experiencing payment difficulties or financial hardship, within 10 business days of entering into a pre-payment contract, as required by clause 9.3.

Question 16: Should clause 14.6(2) be deleted from the Code?

No. There is no evidence of market failure that warrants a retailer incurring regulatory costs to self-identify and automatically pay late reconnection and written complaint service standard payments. Synergy's current practice in the case of late reconnections is to incur the cost of Western Power urgently reconnecting affected small use customers. This cost is significantly higher than the daily service standard payment.

Synergy and Western Power publish information regarding service standard payments available on their websites and this information is provided to customers annually to ensure their awareness, as required by the Code.

We submit the implementation and administration costs of mandating the two service standard payments will exceed the benefits to customers given the relative infrequency of the incidents and is therefore not in the long term interests of consumers.

Other matters not raised in the report

Partial interval meter data

Interval meters take two thousand eight hundred and eighty meter readings at half hourly intervals over a standard sixty day billing cycle. Situations can arise where a retailer will receive interval meter data from the network operator which is part actual and part

estimated data. However, the Code does not specify whether a bill which is based partial data should be classified as an estimated bill. Synergy advocates the Code being amended to reflect in the case of an interval meter reading if the number of estimated intervals exceeds the number of actual intervals, then the bill must be classified as an estimate.

Billing cycle for first and final bills for a contract

Under the current drafting of clause 4.1, retailers must obtain a customer's verifiable consent to issue bills more or less frequently than the regulated timeframes of more than once a month, or less than once every three months, subject to the stated exceptions. Synergy submits for the ECCC's consideration a further exception where the billing schedule is affected by customer initiated requests to move in or out of premises. In many instances a customer's request to move in or out of a supply address will be close to the scheduled meter read dates for the premises and less than 30 days from the last bill. Given the customer initiates the movement request it is therefore unnecessary to require the customer's informed consent to issue a bill on a scheduled reading which is less than 30 days from the last bill.

Basis of a bill for type 7 connection points

According to clause 4.6(1)(c) of the Code the basis of a bill must be as outlined in the metrology procedure or Metering Code. The outlined method is based on a calculation of energy, however in Synergy's case the *Energy Operators (Electricity Generation and Retail Corporation (Charges) By-laws 2006* sets out a charging method of cents per day.

Synergy submits for consideration by the ECCC that clause 4.6(1)(c) be amended as per the below:

(c) if the connection point is a **Type 7** connection point, unless required by another enactment or agreement, the procedure as set out in the **metrology procedure** or **Metering Code**.

Please contact me with any queries.

Yours sincerely,


SIMON THACKRAY
MANAGER, REGULATION AND COMPLIANCE

Attachment 8 – Submission: Western Power

Our ref: DM# 13313278
Contact: Margaret Pyrchla (08) 9326 4535

12 October 2015

Mr Paul Kelly
ECCC Chairman
PO Box 8469
Perth BC WA 6849

Dear Paul

Submission on the Draft Review Report of the *Code of Conduct for the Supply of Electricity to Small Use Customers*

Western Power appreciates the opportunity to comment on the Draft Review Report (**Report**) for the 2015 review of the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Code**).

Western Power supports recommendations 1, 2, 4, 5, 15, 31, 32, 35, 37, 38, 42, 47, 48 and 49 and has no comment on the other recommendations and questions in the Report, except for the responses which are set out below.

Question 3: Basing a bill upon an actual meter read

Western Power does not support amending the Code to introduce a requirement in clause 4.6 for retailers to base at least one bill every 12 months on an actual meter reading.

If an actual meter reading is available for a customer's supply address, retailers are already obliged under clause 4.6 of the Code to use that reading as the basis for the customer's bill. Western Power has an absolute obligation under clause 5.4 of the *Electricity Industry (Metering) Code 2012 (Metering Code)* to obtain an actual meter reading at least once in any 12 month period. Therefore, customers who receive an estimated bill for a period of greater than 12 months have often prevented access to their supply address, such that Western Power cannot obtain the actual meter reading.

Western Power appreciates that one benefit of the proposed amendment may be to incentivise retailers to further assist Western Power to obtain access to supply addresses in order to fulfil its annual meter reading obligation. However, Western Power does not consider that an absolute obligation needs to be imposed on retailers in order to encourage this. This may be better achieved by adopting the amendments proposed in questions 4 and 11 of the Report (see responses below).

Introducing an amendment into the Code that is subject to the proposed qualifications (i.e. the retailers' obligation being subject to Western Power providing an actual meter read at least once per year) would highlight the role that customers are playing in preventing Western Power from achieving its absolute obligation in the Metering Code to read meters at

least annually. Arguably it should instead be Western Power's absolute obligation in clause 5.4 of the Metering Code that should be qualified by the customer allowing access to the supply address (to address instances where the inability to obtain the meter reading is solely due to the customer's act, fault or omission).

Question 4: Undercharging due to customer's actions

Western Power supports amending clause 4.17(2) of the Code so that retailers may recover an amount undercharged if the undercharge was a direct result of the customer's actions in denying Western Power access to read the meter.

Western Power considers that this would be best achieved by amending clause 4.17(2) of the Code consistent with Rule 30 of the National Energy Retail Rules, which provides that a retailer may recover an amount undercharged for more than 9 months if the amount undercharged was a result of the customer's fault, act or omission.

This proposed amendment aligns with Western Power's response to question 11 in the Report (see below). Further, with the Electricity Market Review currently being undertaken, this amendment is a positive step towards achieving consistency with the National Energy Retail Rules.

Western Power does not consider that any additional obligations would need to be imposed on the distributor or retailers to make a concerted effort to contact the customer to gain access to the meter. Western Power already has an absolute obligation under clause 5.4 of the Metering Code to obtain an actual meter reading at least once a year, which is the appropriate regulatory instrument under which to impose meter reading obligations, as opposed to the Code.

Question 11: Disconnection for denying access to a meter

Western Power supports the proposed amendment to clause 7.4(1)(a) of the Code to reduce the period which the customer must have denied access to their meter from 12 months to 9 months, before retailers may arrange to disconnect the customer's supply address.

Currently this clause of the Code is somewhat misaligned with Western Power's obligation under clause 5.4 of the Metering Code, as the power to disconnect under clause 7.4(1)(a) of the Code should act as an incentive for customers to allow access to the meter for Western Power to fulfil its annual meter read obligation under clause 5.4 of the Metering Code. Accordingly, Western Power considers that this amendment may assist Western Power to better meet its obligations under clause 5.4 of the Metering Code.

Furthermore, Western Power also supports this amendment to align the Code with the National Energy Retail Rules, for the reasons stated above.

Question 16: Service standard payments

Western Power strongly objects to deleting clause 14.6(2) of the Code, which would effectively remove the requirement for customers to apply to receive a service standard payment (**SSP**) relating to reconnections and complaints.

This proposed amendment would compel retailers and distributors to proactively identify the customers who are entitled to payment and process those payments as soon as possible.

Western Power's current practice for processing SSPs for reconnections and complaints is designed to be reactive to applications received from customers for these payments. To amend this process would be administratively burdensome to Western Power.

Western Power does not consider that the benefit in making the amendment to the Code outweighs the cost to implement the process changes. In the case of wrongful disconnections payments (which Western Power is currently required to proactively identify and process), this obligation can actually create more enquiries and complaints for Western Power, as some customers call to query why they have received a payment. In most cases the customers were not even aware that they had been wrongfully disconnected, as Western Power endeavours to rectify the wrongful disconnection as soon as possible.

Recommendation 34: Registering contact details

Western Power supports amending clause 7.7(1)(a) to clarify that contact details cannot be registered as a life support equipment (LSE) address.

The Report proposes to move the requirement to register contact details to clause 7.7(1)(b) of the Code. However, recommendation 35 proposes the deletion of clause 7.7(1)(b) in its entirety, therefore, this must take into consideration when drafting the changes to these sections of the Code.

Recommendation 36: Moving supply address

Western Power supports the intent of the suggested amendment to clause 7.7(2) of the Code and agrees that there is an issue with the way the Code is presently drafted. Retailers are required to move the LSE registration with the customer who changes supply address, however, this exposes a risk for the LSE person if they continue to reside at the supply address.

However, Western Power does not support the drafting of the amendment that is proposed in the Report, as it does not appear to effectively address this issue that was raised in the Report (i.e. where the customer moves, but the LSE person continues to reside at the supply address). Rather, it appears to address the scenario where the LSE person moves independently of a change to the customer's supply address.

It is the change to the customer's supply address that has given rise to the issue in the Code. Therefore, Western Power suggests that the amendment could instead be drafted as a qualification. For instance, where a customer notifies their retailer of a change in their supply address, the subsequent change in the registration of a supply address as a LSE address will be subject to the customer first confirming that the person who requires LSE has also moved to the new supply address.

If you have any questions or require any further information regarding this matter, please do not hesitate to contact Margaret Pyrchla, Regulatory Compliance Manager.

Yours sincerely



Matthew Cronin
Head of Regulation & Investment Management