

# Decision regarding Electricity Code Consultative Committee (ECCC) Final Review Report 2009

Statutory review of the *Code of Conduct for the Supply of  
Electricity to Small Use Customers*

25 September 2009

Economic Regulation Authority



WESTERN AUSTRALIA

A full copy of this document is available from the Economic Regulation Authority web site at [www.era.wa.gov.au](http://www.era.wa.gov.au).

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## DECISION

1. On 7 August 2009, the Authority received the Final Review Report (Final Report) from the Electricity Code Consultative Committee (ECCC). A copy of the Final Report is available on the Authority's web site.
2. The task of the ECCC was to re-assess the suitability of the provisions of the *Code of Conduct for the Supply of Electricity to Small Use Customers* (Code) for the purposes of section 79(2) of the *Electricity Industry Act 2004* (Act).
3. The ECCC's Final Report followed the release of the ECCC's Draft Report on 6 February 2009 and the receipt of public submissions from interested parties (available on the Authority's web site). The process of the ECCC's review is set out in the Final Report.
4. The Final Report sets out 50 recommendations proposing a large number of amendments to the Code for the Authority to consider.
5. The Authority has considered the recommendations. The Authority agrees with all of the recommendations with the exception of recommendation 50.
6. In relation to the issue of wrongful disconnection, the Authority proposes amendments to clause 14.2 of the Code that will raise the daily service standard payment to \$100 and remove the cap on payment. In addition, amendments are proposed to clause 14.5, which will require the payment to be made automatically by the retailer when wrongful disconnection occurs.
7. The Authority, operating under section 79 of the Act, proposes a series of amendments to the Code. These amendments are consistent with the majority of the ECCC recommendations in the Final Report, and also include corrections to typographical and formatting errors and the further amendments proposed in relation to wrongful disconnection.
8. A copy of the proposed new Code is attached (see appendix 1).
9. As required, under section 87 of the Act, the Authority will refer the proposed new Code to the ECCC for advice and will have regard to any advice given by the ECCC.
10. Gazettal of the new Code will occur after the Authority has considered advice from the ECCC and made a final decision.

## INTRODUCTION AND OVERVIEW

### Background

11. Under section 79 of the Act, the Authority may, in consultation with a Consultative Committee, approve a code of conduct to regulate and control conduct, in relation to small use customers (those consuming less than 160MWh per annum), of those holding electricity retail, distribution or integrated regional licences and electricity

marketing agents. The initial Code was approved by the Minister (in accordance with the then transitional provisions of the Act).

12. The object of the Code is to define standards of conduct and levels of service in the supply and marketing of electricity to small use customers, provide compensation payments where standards are not met and to protect customers from undesirable marketing conduct. For example, the Code specifies how customers may be billed, the procedures a retailer must follow when disconnecting a customer, under which circumstances a customer is entitled to compensation for breach of service standards, and the standards that apply for pre-payment meters.
13. The Code commenced operation on 31 December 2004. Under the Act, a review of the Code is required to be undertaken as soon as is practicable after twelve months of operation of the Code and every two years after that anniversary date.
14. The purpose of the Code review<sup>1</sup> is to “*re-assess the suitability of the provisions of the code of conduct for the purposes of section 79(2)*”<sup>2</sup>.
15. In August 2006, the Authority established the ECCC, as required under section 81 of the Act, to review the Code and to provide advice to the Authority. The Authority appointed Mr Paul Kelly as the ECCC Chairman. A number of new appointments and extensions have been made since that time.
16. The Authority, in accordance with the Act, established Terms of Reference and other procedures for the ECCC. In accordance with the Act, where the Authority has not determined procedures the ECCC determines its own procedures.
17. As the Code Administrator, only the Authority may make amendments to the Code. Therefore, although the ECCC is responsible for Code reviews, only the Authority can implement any recommendations made by the ECCC through amendment of the Code. The Authority is not bound by the Act to follow the ECCC’s recommendations.

## REASONS

18. Overall, the Authority finds that the Final Report recommendations achieve a fair balance between the interests of all stakeholders and are consistent with the purpose of the Code. The Authority has resolved to accept all of the recommendations with the exception of recommendation 50.
19. Recommendation 50, proposes an additional clause be added to Part 14, which would institute a \$20 per day service standard payment, to be paid by the

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<sup>1</sup> Refer to section 88(2) of the Act.

<sup>2</sup> Section 79(2) of the Act reads: “*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.”*

distributor, where a street light reported faulty is not repaired within 5 days in the metropolitan area or 9 days in a regional area.

The Authority rejected this recommendation on the basis that, it found that the legislation did not provide a power by which a service standard payment related to a street light could be paid to a residential customer.

20. The Authority considered the issue of wrongful disconnection and the service standard payment available to customers under clause 14.2 of the Code.
21. Wrongful disconnection occurs when relevant legislative provisions, in particular Code provisions (such as Part 6 and Part 7) have not been applied with regard to a disconnection.
22. The Authority believes that wrongful disconnection is a very serious failure of the contractual and legal relationship between the retailer and/or distributor and the customer.
23. The Authority has serious concerns regarding the potential health, safety and welfare considerations for customers wrongfully disconnected.
24. The Authority agrees that there have been a sufficient number of complaints to the Energy Ombudsman WA, regarding wrongful disconnection, to indicate that it does occur in WA.
25. The Authority is concerned that the current reporting of wrongful disconnection is reliant on reporting of the number of service standard payments made for wrongful disconnection. The Authority is concerned that service standard payments are made on application by the customer and, under the Code, application relies upon the customers awareness of the existence of the payment. The Authority is concerned that this circumstance has the potential to result in significant underreporting of the occurrence of wrongful disconnection.
26. The Authority finds that all persons wrongfully disconnected should be entitled to the service standard payment without the requirement to apply for the payment and has therefore proposed an amendment to the Code to ensure the payment is automatically made to customers wrongfully disconnected.
27. The Authority agrees that the service standard payment required should be an amount sufficient to provide an incentive to ensure wrongful disconnection does not occur and that if it does occur it is addressed as a matter of the utmost urgency. Therefore, the Authority has proposed an increase in the amount of the service standard payment, from \$50 per day to \$100 per day and removal of the \$250 cap.
28. The Authority believes that these measures should ensure that retailers and distributors will address internal audit procedures to ensure wrongful disconnection is addressed, accurately reported and that customers receive a more appropriate payment for the breach of contractual and legal obligations for the provision of an essential service.

# APPENDICES

## **Appendix 1 - Proposed new *Code of Conduct for the Supply of Electricity to Small Use Customers***

***Code of Conduct for the Supply of Electricity  
to Small Use Customers 2008***

| **Amendments up to 30 July 2009**

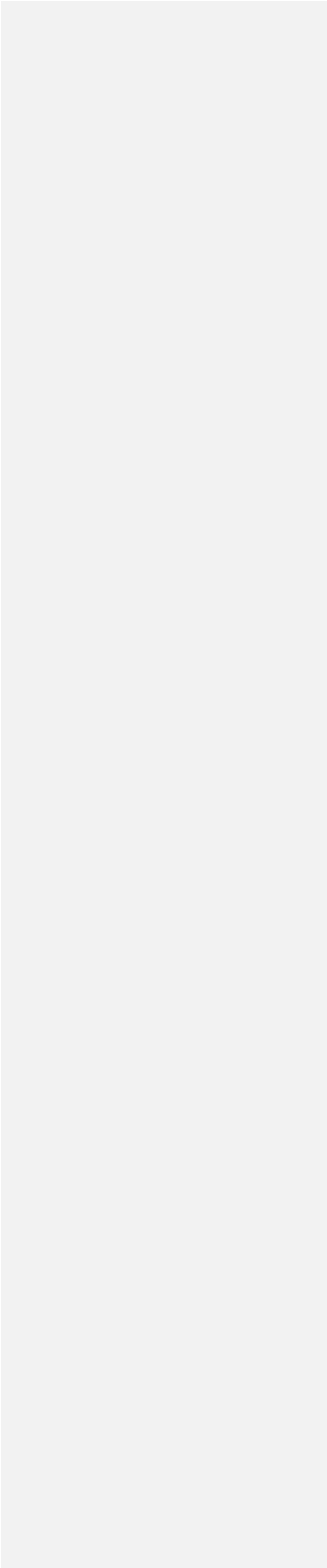
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## Part 1 Preliminary

### 1.1 Title

The **Code** may be cited as the *Code of Conduct for the Supply of Electricity to Small Use Customers*.

### 1.2 Authority

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

### 1.3 Commencement

- (1) The **Code** ~~comes~~came into operation ~~up~~on the day it ~~is~~was published in the Government Gazette.
- (2) ~~Notwithstanding sub-clause (1) clause 8.3(1) will~~The **revisions to the Code** come into operation on 1 ~~January 2008~~July 2010.

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### 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 ~~marketing representative~~**electricity marketing agent** arranging a contract is to be read as a reference to an ~~marketing representative~~**electricity marketing agent** entering into the contract on the ~~marketer's~~**retailer's or customer's** behalf, or arranging the contract on behalf of another person (whichever is relevant).
- ~~(7) A reference to an act carried out on behalf of a marketer is a reference to that act being carried out by a marketing representative of the marketer.~~

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### 1.5 Definitions

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

“accumulation meter” has the same meaning as in clause 1.3 of the Electricity Industry Metering Code (2005).

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

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

“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 in Western Australia.

“call centre” means a system that is capable of automatically recording some or all of the responsiveness indicators.

“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, as approved by the Minister with respect to the initial Code or by the Authority for any amendments under section 79 of the **Act**.

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

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

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

“contestable customer” means a **customer** at an exit point where the amount of electricity transferred at the exit point is at least more than the amount prescribed under the *Electricity ~~Transmission and Distribution~~*

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~~Systems (Access) Corporations (Prescribed Customers) Order 2007 (Order) made under the Electricity Corporations Act 1994/2005~~ 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”** in relation to a door to door contract or **non-standard contract** means the period of 10 days commencing on and including the day on which the contract is made.

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

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

~~“Customer Service Charter” means the charter prepared by a retailer or distributor under Part 11.~~

**“date of receipt”**, in relation to a notice (including a **disconnection warning**), means –

- (a) in the case of –
  - (i) verbal communication, at the time of that communication;
  - (ii) hand delivery, on the date of delivery;
  - (iii) facsimile or e-mail, on the date on which the sender’s facsimile or email facilities recorded that the facsimile or email was successfully transmitted; and
  - (iv) ~~the case of~~ post, on the second **business day** after posting; and
- (b) if received after 5:00pm or on a day other than a **business day**, on the next **business day**.

**“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 marketing representative~~ **electricity marketing agent** –
  - (i) goes from place to place;
  - (ii) makes **telephone** calls; or
  - (iii) uses electronic means,seeking out persons who may be prepared to enter, as **customers**, into **contracts**; and
- (b) the ~~marketing representative~~ **electricity marketing agent** or some other ~~marketing representative~~ **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**.

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“**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 marketing agent**” means –

- (a) a person who acts on behalf of the holder of a retail licence or an integrated regional licence —
  - (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 acts —
  - (i) on behalf of one or more **customers**; or
  - (ii) as an intermediary between one or more **customers** and a licensee,  
in respect of the supply of electricity to the **customer** or **customers**;
- (c) a person who engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; and
- (d) a representative, agent or employee of a person referred to in paragraph (a), (b) or (c).

“**Electronic Funds Transfer Code of Conduct**” means the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission.

“**electronic means**” means the internet, email, facsimile 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.

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

“**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 addresses**.

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

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

“local newspaper” for any place, means a newspaper circulating throughout Western Australia or in a part of Western Australia that includes that place.

~~“marketer” means—~~

~~(a) a **retailer** who engages in **marketing**; or~~

~~(b) an **electricity marketing agent**, other than a **marketing representative**.~~

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“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 –

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(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 ~~**marketer-retailer or other party**~~ to each ~~**marketing representative electricity marketing agent**~~ acting on its behalf.

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~~“marketing representative” means –~~

~~(a) a person who is referred to in paragraph (a) of the definition of **electricity marketing agent** and who is an employee of a **retailer**;~~

~~(b) a person who is referred to in paragraph (c) of the definition of **electricity marketing agent**; or~~

~~(c) a representative, agent or employee of a person in paragraph (a) or (b).~~

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“meter” has the meaning given to that term in the *Electricity Industry Metering Code 2005*.

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

“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**.

**“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**.

**“permitted call times”** are –

(a) for the purposes of **telephone** and personal **contact** other than at a **customer’s** premises between –

- (i) 9.00 a.m. and 8.00 p.m. Mondays to Fridays (other than public holidays); and
- (ii) 9.00 a.m. and 5.00 p.m. Saturdays;

(b) for the purposes of **contact** at a **customer’s** premises between –

- (i) 9.00 a.m. and 7.00 p.m. Mondays to Fridays (other than public holidays); and
- (ii) 9.00 a.m. and 5.00 p.m. Saturdays.

**“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**.

**“Priority Restoration Register”** means a register established under clause 8.3 that determines the order of restoration in the event of an unplanned interruption.

**“regional area”** means all areas in Western Australia other than the **metropolitan area**.

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

**“reminder notice”** means a notice in writing issued in accordance with clause 7.1(1)(a).

**“residential customer”** means a **customer** who consumes electricity solely for domestic use.

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

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**"revisions"** means revisions to the **Code** approved by the Authority pursuant to the **Act** and gazetted on **[date]**.

**"standard form contract"** means a contract that is approved by the Economic Regulation Authority under section 51 of the **Act** or prescribed by the Minister under section 55 of the **Act**.

**"supply address"** means the address 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.

**"TTY"** means telephone typewriter.

**"verifiable consent"** means consent that is given –

- (a) expressly;
- (b) in writing or orally;
- (c) after the ~~marketer-retailer~~ or ~~retailer-electricity marketing agent~~ (whichever is relevant as appropriate) 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.

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## 1.6 Application

Subject to ~~clause~~ clauses 1.10 and 2.1A, the **Code** applies to –

- (a) **customers**;
- (b) **retailers**;
- (c) **distributors**; and
- (d) **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(1);
- (d) 5.2;
- (e) 5.4;
- (f) 5.7; and
- (g) 8.1.

## Part 2 Marketing

### Division 1 – Obligations particular to retailers ~~marketers~~

#### 2.1 ~~Marketers-Retailers~~ to ensure representatives comply with this Part

A ~~marketer-retailer~~ must ensure that its ~~marketing-representatives~~ electricity marketing agents comply with this Part.

#### 2.1A Except to limited extent, Customer's agents not required to comply with this Part

Save for clauses 2.7 and 2.9(1), this Part does not apply to persons within sub-paragraph (b) of the definition of electricity marketing agents in clause 1.5 of this Code.

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### Division 2 – Contracts

#### 2.2 Entering into contracts

- (1) An ~~marketer~~ electricity marketing agent must, in the course of arranging a **standard form contract** that is entered into as a result of **door to door marketing** or a **non-standard contract** other than in accordance with subclause (2), ensure that the **contract** is signed by the **customer**.

[Note: Under the *Electronic Transactions Act 2003*, any documents or signatures that must be provided under the Code may also be provided electronically (subject to the terms and conditions set out in the *Electronic Transactions Act 2003*).]

- (2) If a **customer** initiates a request to a ~~marketer or retailer~~ or electricity marketing agent by **telephone or electronic means** for a **non-standard contract** the contract need not be signed but the ~~marketer or retailer~~ or electricity marketing agent must obtain and make a record of the **customer's verifiable consent** that the contract has been entered into.
- (3) A **standard form contract** that is not entered into as a result of **door to door marketing** need not be signed by the **customer** but the date of the **customer** entering into the **standard form contract** must be recorded by the ~~marketing representative~~ electricity marketing agent.
- (4) The terms and conditions of a **standard form contract** that is not entered into as a result of **door to door marketing** must be made available to the **customer** on request at no charge.
- (5) A **contract** is entered into as a result of **door to door marketing** if the following conditions are satisfied –

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- (a) negotiations leading to the formation of the **contract** (whether or not they are the only negotiations that precede the formation of the **contract**) take place between the ~~marketing representative electricity marketing agent~~ and the **customer** in each other's presence in Western Australia at a place other than at the trade premises of the ~~marketer retailer~~; and
- (b) the ~~marketing representative electricity marketing agent~~ attends at that place –
  - (i) in the course of **door to door marketing**; and
  - (ii) otherwise than at the unsolicited invitation of the **customer**.
- (6) For the purposes of subclause (5)(b), in determining whether an invitation is solicited or unsolicited –
  - (a) any solicitation by way of advertisement addressed to the public or a substantial section of the public is to be disregarded; but
  - (b) if an invitation arises from a communication initiated by the ~~marketing representative electricity marketing agent~~ (other than as described in paragraph (a)) the invitation is not to be regarded as unsolicited.

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### Division 3 - Information to be provided to customers

#### 2.3 Information to be given before entering into a contract

- (1) Before arranging a **contract**, ~~an marketing representative electricity marketing agent~~ must give a **customer** the following information –
  - (a) that the **customer** is free to choose the **standard form contract** offered by the **retailer**;
  - (b) the difference between a **standard form contract** and a **non-standard contract**;
  - (c) how and when the terms of the **contract** will be given or made available to the **customer**; and
  - (d) that the **customer** is entitled to a written copy of the **contract** when requested.
- (2) For a **standard form contract** that is not entered into as a result of **door to door marketing** or a **non-standard contract** in accordance with clause 2.2(2) above, the ~~marketing representative electricity marketing agent~~ must obtain and make a record of the **customer's verifiable consent** that the information in subclause (1) has been given.
- (3) For a **standard form contract** that is entered into as a result of **door to door marketing** or a **non-standard contract** other than in accordance with clause 2.2(2) above, the ~~marketing representative electricity marketing agent~~ must obtain the **customer's** written acknowledgement that the information in subclause (1) has been given.

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**2.4 Information to be given at time of or after entering into a contract**

- (1) When a **customer** enters into a new **contract** with a ~~retailer, a retailer or marketer~~ **electricity marketing agent, the retailer or the electricity marketing agent** must, at the time the **contract** is entered into, offer to give or make available to the **customer** a copy of the **contract**. If the **customer** accepts the offer, the ~~retailer or marketer~~ **electricity marketing agent** must, at the time the **contract** is entered into, or as soon as possible thereafter, give or make available to the **customer** a copy of the **contract**.
- (2) A **retailer** or ~~marketing representative~~ **electricity marketing agent** must give the following information to a **customer** –
- (a) how the **customer** may obtain –
- ~~(i)~~ a copy of the **retailer's Customer Service Charter**;
  - ~~(ii)~~(i) a copy of the **Code**; and
  - ~~(iii)~~(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, distributor, marketer and marketing representative 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**;
- (i) general information on the safe use of electricity; and
- (j) the details of any right the **customer** may have to rescind the **contract** during a **cooling-off period** and the charges that may apply if the **customer** rescinds the **contract**.
- (3) Subject to subclause (5), for a standard form contract that is not entered into as a result of door to door marketing:
- (a) the information in subclause (4) must be given no later than with or on the **customer's** first bill; ~~and~~
  - (b) if requested by the **customer** and, if the **customer** has not previously been provided a written copy of the **contract**, a copy of the **contract** must be provided at no charge to the **customer**.
- (4) Subject to subclause (5), for a standard form contract that is entered into as a result of door to door marketing or a non-standard contract –

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(a) the information in subclause (4) and a copy of the contract must be given before the **customer** has entered into the **contract**;

(b) the ~~marketing representative~~**electricity marketing agent** must obtain the **customer's** written acknowledgement that the information in subclause (4) has been given.

(5) Despite subclauses (3) and (4), the **retailer** is not obliged to provide the information in subclause (2) to a **customer** if:

(a) the **retailer** has provided the information to that **customer** within the preceding 12 months; or

(b) when the **retailer** is obliged to provide the information to the **customer** pursuant to subclause (3) or (4), the **retailer** informs the **customer** how the **customer** may obtain the information in subclause (2) and, if requested, gives the information to the **customer**.

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## Division 4 – Marketing Conduct

### 2.5 Standards of Conduct

(1) An ~~marketing representative~~**electricity marketing agent** must not, when **marketing**, engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable.

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(2) An ~~marketing representative~~**electricity marketing agent** must not exert undue pressure on a **customer**, nor harass or coerce a **customer**.

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(3) An ~~marketing representative~~**electricity marketing agent** must ensure that the inclusion of **concessions** is made clear to **customers** and any prices that exclude **concessions** are disclosed.

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(4) An ~~marketing representative~~**electricity marketing agent** must ensure that all **standard form contracts** that are entered into as a result of **door to door marketing** and all **non-standard contracts** are in writing.

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(5) A ~~marketer-retailer or other party~~ must ensure that a **customer** is able to contact the ~~marketer-retailer or other party~~ on the ~~marketer's-retailer's or other party's~~ telephone number during the normal business hours of the ~~marketer-retailer or other party~~ for the purposes of enquiries, verifications and **complaints**.

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### 2.6 Contact for the purposes of marketing

(1) An ~~marketing representative~~**electricity marketing agent** who makes **contact** with a **customer** for the purposes of **marketing** (other than meeting with a **customer** face to face) must, as soon as practicable, tell the **customer** -

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(a) his or her first name;

(b) the name of the ~~marketer~~ and if different, of the ~~retailer or other party~~ on whose behalf the **contact** is being made; and

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(c) the purpose of the **contact**;

and, after having identified the purpose of the **contact**, if the contact is not by **electronic means**, ask if the **customer** wishes to proceed further.

(2) An ~~an **marketing representative 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 ~~**marketer**~~, and if different, of the ~~**retailer or other party**~~ on whose behalf the **contact** is being made; and

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(b) provide the **customer** with the ~~**marketer's electricity marketing agent's marketing identification number**~~.

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(3) An ~~an **marketing representative electricity marketing agent**~~ who meets with a **customer** face to face for the purposes of **marketing** must:

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(a) as soon as practicable, tell the **customer** the purpose of the **contact**,

(b) 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**; and

(iv) the name of the ~~**marketer retailer**~~, and if different, of the ~~**retailer or other party**~~ on whose behalf the **contact** is being made; and

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(c) as soon as practicable, provide the **customer**, in writing:

(i) his or her first name;

(ii) his or her **marketing identification number**;

(iii) the name of the ~~**marketer retailer**~~, and if different, of the ~~**retailer or other party**~~ on whose behalf the **contact** is being made;

(iv) the complaints **telephone** number of the ~~**marketer retailer**~~, and if different, of the ~~**retailer or other party**~~ on whose behalf the **contact** is being made; and

(v) the ~~**marketer's**~~ business address and Australian Business or Company Number ~~of the **retailer or other party** on whose behalf the **contact** is being made~~.

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(4) If, when an ~~an **marketing representative electricity marketing agent**~~ makes **contact** with a **customer** for the purposes of **marketing**, the **customer** indicates that he or she wishes the **contact** to end, the ~~**marketing representative electricity marketing agent**~~ must -

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(a) end the **contact** as soon as practicable; and

(b) not attempt to **contact** the **customer** for the purposes of **marketing** for the next 30 days unless the **customer** agrees otherwise.

(5) Unless requested by the **customer**, an ~~an **marketing representative electricity marketing agent**~~ must not make **contact** with a **customer** for the purposes of **marketing** outside the **permitted call times**, unless the contact is by **electronic means** or the **contact** arises outside the **customer's premises** in circumstances where the **customer** initiates contact with the ~~**marketing representative electricity marketing agent**~~.

(6) An ~~marketing representative~~ **electricity marketing agent** must ensure that **contact** for the purposes of **marketing** does not continue for more than 15 minutes past the end of the **permitted call times** without the **customer's verifiable consent** unless the **contact** is by **electronic means**.

(7) A ~~marketer-retailer or other party~~ must keep the following records each time it initiates **contact** with a **customer** for the purposes of **marketing**-

(a) the name of the **customer** and -

(i) if the **contact** was made by ~~telephone~~, the ~~telephone~~ number;

(ii) if the **contact** was made at the **customer's premises**, the address of the **premises**;

(iii) if the **contact** was made at a place other than the **customer's premises**, the details and address of the location; and

(iv) if the **contact** was made by electronic means, the email address or facsimile number of the **customer**;

(b) the name of the ~~marketing representative~~ **electricity marketing agent** who made the **contact**; and

(c) the date and time of the **contact**.

(8) Clause 2.6(7) does not apply where a ~~marketer~~ **electricity marketing agent** contacts a **customer** in response to a **customer** request or query.

~~(9) In this clause-~~

~~"electronic means" means the internet, email, facsimile or other similar means but does not include telephone.~~

## 2.7 Conduct when a customer does not wish to be contacted

(1) If a **customer** who has been **contacted** by an ~~marketing representative~~ **electricity marketing agent** for the purposes of **marketing** requests not to be **contacted** again on behalf of the ~~marketer-retailer, or other party~~, the ~~marketer-retailer or other party~~ must ensure that the **customer** is not **contacted** on behalf of the ~~marketer-retailer or other party~~ in relation to the supply of electricity ~~by the retailer for whom the marketing was carried out~~ for the next 2 years unless:

(a) the **customer** requests contact; or

(b) the **customer** has moved **premises**; or

(c) a ~~marketer-retailer or other party~~ has a legal obligation to contact the **customer**.

(2) A ~~marketer-retailer, or other party~~ must keep a record of each **customer** who has requested not to be **contacted** (as described in subclause (1)) that includes the name, address and **telephone** number of the **customer** at the time the **customer** made that request.

(3) A ~~marketer-retailer, or other party~~ must give a copy of the record to the **electricity ombudsman** or the **Authority** on request.

(4) A ~~marketer-retailer, or other party~~ must provide the **customer** on request with written confirmation that the **customer** will not be **contacted** by or on behalf of the ~~marketer-retailer, or other party~~ in relation to the supply of

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electricity ~~by the retailer for whom the marketing was carried out~~ for the next 2 years.

- (5) When engaging in **door to door marketing**, ~~an marketing representative~~ **electricity marketing agent** must, to the extent practicable, comply with a notice on or near a **premises** indicating that the **customer** does not wish to receive unsolicited mail or other **marketing** information.

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## Division 5 – Miscellaneous

### 2.8 Collection and use of personal information

A **retailer** and an **electricity marketing agent** must comply with the National Privacy Principles as set out in the *Privacy Act 1998* in relation to information collected under this Part.

### 2.9 Compliance

~~(1) A marketer (other than a retailer) who contravenes a provision of the Code commits an offence.~~

~~Penalty:~~

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

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~~(2) A marketing representative who contravenes a provision of this Part commits an offence.~~

~~Penalty: \$5,000.~~

~~(3) (1) If aAn electricity marketing agent of a retailer who 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.~~

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~~(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.~~

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~~(4) (3) It is a defence to a prosecution for a contravention of subclause (3) (2) if the retailer proves that the retailer used reasonable endeavours to ensure that the electricity marketing agent complied with the Code.~~

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### 2.10 Presumption of authority

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

- (a) a **retailer**; or

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(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.

## **2.11 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) 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 after the last time the person to whom the information relates was **contacted** by or on behalf of the **electricity marketing agent**.

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## 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 in Western Australia.
- (3) In this clause –

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

[Note: The *Electricity Industry (Obligation to Connect) Regulations 2005* 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 three consecutive bills; and
    - B. notice as contemplated under clause 4.2; and
- (b) no less than once every three months, unless the **retailer** has obtained a **customer's verifiable consent** to issue bills less frequently.

#### 4.2 Shortened billing cycle\*

- (1) For the purposes of clause 4.1(a)(ii)(B), 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 three 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 by the **retailer** 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)(B), a **retailer** decides to shorten the **billing cycle** in respect of a **customer**, the **retailer** must give

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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 three 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 three months that, if the **customer** pays three 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

~~(3)~~(1) \_\_\_\_\_ Despite clause 4.1, in respect of any 12 month period, on receipt of a request by a **customer**, a retailer may provide a **customer** with estimated bills under a bill smoothing arrangement.

~~(4)~~(2) \_\_\_\_\_ If a retailer provides a **customer** with estimated bills under a bill smoothing arrangement pursuant to subclause (1) the **retailer** must ensure:

- (a) the amount payable under each bill is initially the same and is set out on the basis of the **retailer's** initial estimate of the amount of electricity the **customer** will consume over the 12 month period;
- (b) that the initial estimate is based on the **customer's** historical billing data or, where the **retailer** does not have that data, average consumption at the relevant tariff calculated over the 12 month period;
- (c) that in the sixth month:
  - (i) the **retailer** re-estimates the amount of electricity the **customer** will consume over the 12 month period, taking into account any meter readings and relevant seasonal factors; and
  - (ii) 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, the meter is read and any undercharging or overcharging is adjusted for under clause 4.14; and
- (e) the **retailer** has obtained the **customer's** explicit informed 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 **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 **customer** agrees otherwise, a **retailer** must include at least the following information on a **customer's** bill –

~~(e)~~(a) either the range of dates of the metering supply period or the date of the current **meter** reading or estimate;

~~(d)~~(b) the current **meter** reading or estimate if the customer has an accumulation meter installed;

~~(e)~~(c) total consumption, or estimated consumption;

~~(f)~~(d) the number of days covered by the bill;

~~(g)~~(e) the dates on which the account period begins and ends;

~~(h)~~(f) the relevant tariffs;

~~(i)~~(g) the amount of any other fees or charges and details of the service provided;

~~(j)~~(h) a reference to any concessions that the customer may be eligible to receive; 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)~~(i) the amount value of any **concessions** provided to the **residential customer** (other than a rebate relating to air conditioning);

[Note: The rebate relating to air conditioning will continue to be provided to customers. However, the exact amount of the rebate will not be included on the bill, but will be provided separately to customers.]

~~(l)~~(j) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a **customer**;

~~(m)~~(k) \_\_\_\_\_ average daily cost of electricity consumption;

~~(n)~~(l) average daily consumption;

~~(o)~~(m) \_\_\_\_\_ a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);

~~(p)~~(n) the amount due;

~~(q)~~(o) the due date;

~~(r)~~(p) a summary of the payment methods;

~~(s)~~(q) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;

~~(t)~~(r) a **telephone** number for billing and payment enquiries;

~~(u)~~(s) a **telephone** number for **complaints**;

~~(v)~~(t) contact details for the **electricity ombudsman**;

~~(w)~~(u) \_\_\_\_\_ the **distributor's** 24 hour **telephone** number for faults and emergencies;

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~~(x)~~(v) the **supply address** and any relevant mailing address;

~~(y)~~(w) \_\_\_\_\_ the **customer's** name and account number;

~~(z)~~(x) the amount of arrears or credit;

~~(aa)~~(y) \_\_\_\_\_ 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)~~(z) \_\_\_\_\_ ~~advice about the availability of multi-lingual services (in languages reflecting the **retailer's** customer base);~~ with respect to **residential customers**, the **National Interpreter Symbol** with the words "Interpreter Services";

~~(cc)~~(aa) \_\_\_\_\_ the **retailer's** telephone number for **TTY** services; and

~~(dd)~~(bb) \_\_\_\_\_ 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)(bb), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is not –

(a) indicative of the **customer's** actual consumption; or

(b) based upon a **meter** reading.

(3) If a **retailer** identifies a **historical debt** and wishes to bill the **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**, or

(b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the **customer** agreed with the **retailer** that the **customer** will read the **meter** for the purpose of determining the amount due.

(2) Prior to a **customer** reading a **meter** under subclause (1)(b), the **retailer** must give the **customer** information that explains in clear, simple and concise language how to read a **meter** correctly.

#### 4.7 Frequency of meter readings

A **retailer** must use its best endeavours to ensure that metering data is obtained, as frequently as required to prepare its bills, and in any event at least once every twelve months in accordance with clause 4.6(1)(a).

#### 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 specify in a visible and legible manner on the **customer's** bill that:-
  - (a) ~~specify in a visible and legible manner on the **customer's** bill that it has done so~~ the **retailer** has based the bill upon an estimation; and;
  - (b) ~~advise the **customer** that the **retailer** will tell the **customer** on request:~~
    - (i) the basis of the estimation; and **retailer** will tell the **customer** on request—
      - A. the basis of the estimation; and
      - B. the reason for the estimation; and
    - (ii) the reason for the estimation; and
  - (c) the **customer** may request:
    - (i) a verification of a **meter** reading; and
    - ~~(e)(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.

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#### 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.

#### 4.10 Customer may request meter reading

If a **retailer** has based a bill upon an estimation because the **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 **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.

### 4.14 Overcharging or undercharging as result of change in electricity use

- (1) If a **retailer** has undercharged a **customer** as a result of a change in the **customer's** electricity use at the **customer's supply address**, the period for which the **retailer** may recover any amounts undercharged is limited to 12

months prior to the date on which the **retailer** notified the **customer** under clause 4.13.

- (2) If a **retailer** has overcharged a **customer** as a result of a change in the **customer's** electricity use at the **customer's supply address**, the **retailer** must repay the **customer** the amount overcharged.

## Division 6 – Final bill

### 4.15 Request for final bill

- (1) If a **customer** requests the **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 **customer's** account is in credit at the time of account closure, the **retailer** must repay the amount to the **customer**.

## Division 7 – Review of bill

### 4.16 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**.

### 4.17 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 4.18 and 4.19.

- (2) The **retailer** must inform a **customer** of the outcome of the review as soon as practicable, but, in any event, within 20 **business days** from the **date of receipt** of the request for review under clause 4.16.

#### 4.18 Undercharging

- (1) This clause 4.18 applies whether the undercharging became apparent through a review under clause 4.16 or otherwise.
- (2) If a **retailer** proposes to recover an amount undercharged as a result of an act or omission by the **retailer** or **distributor** (including where a **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 **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, together with an explanation of that amount;
  - (c) not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
  - (d) offer the **customer** time to pay that amount by means of an instalment payment 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) In this clause –

“undercharging” includes, without limitation, failure to issue a bill.

#### 4.19 Overcharging

- (1) This clause 4.19 applies whether the overcharging became apparent through a review under clause 4.16 or otherwise.
- (2) If a **customer** (including a **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 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, and subject to subclause (6), 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 20 **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 the amount referred to in subclause (2) is less than \$45 the **retailer** may:

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- (a) ask the **customer** for instructions pursuant to 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** account (in which case subclause (3) applies as if the **customer** instructed the **retailer** to credit the **customer's** account).

## 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.
- (2) Unless a **retailer** specifies a later date, the date of dispatch is the date of the bill.

### 5.2 Minimum payment methods\*

- (1) A **retailer** must offer a **customer** at least the following payment methods –
  - (a) in person at one 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.
- (2) All electronic payment arrangements must comply with the **Electronic Funds Transfer Code of Conduct**.

### 5.3 Direct debit

If a **retailer** offers the option of payment by direct debit to a **customer**, the **retailer** must, prior to the direct debit commencing, obtain the **customer's verifiable consent**, and agree with the **customer** –

- (a) wherever possible, the amount to be debited; and
- (b) the date and frequency of the direct debit.

### 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 **retailer** will accept advance payments.

### 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 two or more **reminder notices** within the previous twelve 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) 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** remains unresolved or is upheld. If the **complaint** is resolved 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 **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.
- (3) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill and 12 late payment fees in a year.
- (4) If a residential customer has been assessed by a retailer as being in financial hardship pursuant to clause 6.1(1), the retailer must retrospectively waive any late payment fee charged pursuant to the residential customer's last bill prior to the assessment being made.

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## 5.7 Vacating a supply address\*

- (1) Subject to –
  - (a) subclauses (2) and (4);
  - (b) the **customer** giving the **retailer** notice; and
  - (c) the **customer** vacating the **supply address** at the time specified in the notice,a **retailer** must not require a **customer** to pay for electricity consumed at the **customer's supply address** from–
  - (a)(d) the date the **customer** vacated the **supply address**, if the **customer** gave at least 3 **business days** notice; or
  - (b)(e) five days after the **customer** gave notice, in any other case.

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- (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**, a **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 comply with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the *Trade Practices Act 1974* of the Commonwealth.
- (2) 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;
- (3) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than the **customer** with whom the **retailer** has or had entered into a contract for the supply of electricity to that **customer's supply address**.

**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) within 3 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**.
- (2) When undertaking the assessment required by subclause (1), a **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 **relevant consumer representative organisation**.
- (3) A **retailer** must advise a **residential customer** on request of the details of an assessment carried out under subclause (1).
- (4) In this clause –

“**payment problems**” includes, without limitation, payment problems relating to a **historical debt**.

**6.2 Temporary suspension of actions**

- (1) If, for the purposes of clause 6.1, a **residential customer** –
  - (a) requests a **temporary suspension of actions**; and
  - (b) demonstrates to a **retailer** that the **residential customer** has made an appointment with a **relevant consumer representative organisation** to assess the **residential customer's** capacity to pay,the **retailer** must not unreasonably deny the **residential customer's** request.
- (2) A **temporary suspension of actions** must be for at least ~~40~~**15 business days**.
- (3) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (2) 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.
- (4) In this clause –

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“**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).

### 6.3 Assistance to be offered

- (1) If the assessment carried out under clause 6.1 indicates to the **retailer** that the **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); 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); 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) additional time to pay a bill; and
  - (b) 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 an instalment plan under subclause (1)(b), a **retailer** must –
  - (a) take into account information about the **residential customer’s** usage needs and capacity to pay when determining the period of the plan and calculating the amount of the instalments;
  - (b) specify the period of the plan;
  - (c) specify the number of instalments;

- (d) specify the amount of the instalments which will pay the **residential customer's** arrears (if any) and estimated consumption during the period of the plan;
  - (e) specify how the amount of the instalments is calculated;
  - (f) specify that due to seasonal fluctuations in the **residential customer's** usage, paying in instalments may result in the **residential customer** being in credit or debit during the period of the plan;
  - (g) have in place fair and reasonable procedures to address payment difficulties a **residential customer** may face while on the plan; and
  - (h) make provision for re-calculation of the amount of the instalments where the difference between the **residential customer's** estimated consumption and actual consumption may result in the **residential customer** being significantly in credit or debit at the end of the period of the plan.
- (3) If a **residential customer** has, in the previous twelve months, had two instalment plans cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another instalment plan under subclause (1)(b), unless the **retailer** is satisfied that the **residential customer** will comply with the instalment plan.
- (4) For the purposes of subclause (3), 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**” 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**, or a **relevant consumer representative organisation**, for a reduction of the **customer's** fees, charges or debt.
- (2) In giving reasonable consideration under clause 6.6(1), a **retailer** should refer to the guidelines in its hardship policy referred to in clause 6.10(2)(d).

## 6.7 Revision of alternative payment arrangements

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

## 6.8 Provision of information

A **retailer** must advise a **customer** 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**;
- (e) energy efficiency information available to the **customer**, including the option to arrange for an **energy efficiency audit**, ~~and~~
- (f) independent financial counselling and other relevant ~~counselling services~~ consumer representative organisations available to the **customer**; and
- ~~(f)(g) availability of any other financial assistance and grants schemes that the **retailer** should reasonably be aware of and how to access them.~~

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## 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

### 6.10 Obligation to develop hardship policy

- (1) A **retailer** must develop a hardship policy to assist **customers** 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) provide for the training of staff: ~~on a retailer's obligations to customers;~~
- (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 with consumers consistently with the obligation in sub-paragraph (c);~~
- (c) ensure that **customers** are treated sensitively and respectfully; and
- (d) include guidelines –
- (i) that -
    - A. ensure ongoing consultation with **relevant consumer representative organisations** (including the provision of a direct ~~telephone~~ number of the ~~retailer's~~ credit management staff, if applicable, to financial counsellors and **relevant consumer representative organisations**); and
    - B. provide for annual review of the hardship policy in consultation with **relevant consumer representative organisations**;
  - (ii) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;
  - (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.
- (3) A **retailer** must give ~~a customer residential customers~~, financial ~~counsellor~~ ~~or counsellors and relevant consumer representative organisation~~ ~~on request~~ **organisations** details of the hardship policy at no charge. ~~The retailer must provide all residential customers, that have been identified by the retailer as experiencing financial hardship, details of the hardship policy, including by post, if requested.~~
- (4) A **retailer** must keep a record of –
- (a) the **relevant consumer representative organisations** consulted on the contents of the hardship policy;
  - (b) the date the hardship policy was established;
  - (c) the dates the hardship policy was reviewed; and
  - (d) the dates the hardship policy was amended.
- (5) ~~The retailer must, unless otherwise notified in writing by the Authority, review its hardship policy at least annually and submit to the Authority the results of that review within 5 business days after it is completed.~~
- (6) ~~The retailer may, at any time, review its hardship policy and submit to the Authority the results of that review within 5 business days after it is completed.~~
- (7) Any review of a **retailer's** hardship policy must have regard to the **Authority's** Financial Hardship Policy Guidelines.
- (8) ~~Subject to clause 6.10(9) when a retailer has reviewed its hardship policy pursuant to sub-clauses 6.10(5) or 6.10(6), the Authority will examine:~~

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(i) the review to assess whether a **retailer's** hardship policy has been reviewed consistently with the Financial Hardship Policy Guidelines pursuant to clause 6.10 (7); and

(ii) the hardship policy to assess whether a **retailer's** hardship policy complies with clause 6.10 of the Code.

(9) The **Authority** will only conduct a review of a **retailer's** hardship policy pursuant to clause 6.10(8) a maximum of once per year.

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#### **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 **customer's supply address** for failure to pay a bill, a **retailer** must –
  - (a) give the **customer** a **reminder notice**, not less than 13 **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;
  - (c) give the **customer** a **disconnection warning**, not less than 18 **business days** from the date of dispatch of the bill, advising the **customer** –
    - (i) that the **retailer** may disconnect the **customer** on a day no sooner than 5 **business days** after the **date of receipt** of the **disconnection warning**; 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.

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## 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** has –
    - (i) 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 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 **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 **customer**,

the **retailer** must not arrange for disconnection of the **customer's supply address** for failure to pay a bill within 15 **business days** from arranging for disconnection of the **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 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 (the 5 **business days** shall be counted from the **date of receipt** of the **disconnection warning**).
- (2) A **retailer** may arrange for the **distributor** to carry out one 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, 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

Except if disconnection –

- (a) was requested by the **customer**; or
- (b) occurred for **emergency** reasons,

a **retailer** or a **distributor** must not arrange for disconnection or to disconnect a **customer's supply address** –

~~(a)~~(c) where the **customer** has made a **complaint**, directly related to the reason for the proposed disconnection, to the **retailer**, **distributor**, **electricity ombudsman** or another external dispute resolution body and the **complaint** remains unresolved;

~~(b)~~(d) after 3.00 pm Monday to Thursday;

~~(e)~~(e) after 12.00 noon on a Friday; and

~~(d)~~(f) on a Saturday, Sunday, public holiday or on the **business day** before a public holiday, except in the case of a planned **interruption**.

unless:

(g) the **customer** is a **business customer**; and

(h) the **business customer's** normal trading hours:

(i) fall within the time frames set out in subclauses (d), (e) or (f); and

(ii) do not fall within any other time period; and

(i) it is not practicable for the **retailer** or **distributor** to arrange for disconnection at any other time.

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### 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) give the **customer's distributor** relevant information about the **customer's supply address** for the purpose of updating the **distributor's** records and registers; and
  - (c) 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 require the use of **life support equipment**.
- (2) Where a **distributor** has been informed by a **retailer** under subclause (1)(b) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, the **distributor** must –
  - (a) register the **customer's supply address** as a **life support equipment** address;

- (b) not disconnect that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and require the use of **life support equipment**; and
  - (c) give the **customer** at least 3 days written notice of any planned **interruptions** to supply at the **customer's supply address** (the 3 days to be counted from the **date of receipt** of the notice).
- (3) When a person –
- (a) who requires **life support equipment**, vacates the **supply address**; or
  - (b) who required **life support equipment**, no longer requires the **life support equipment**,
- a **retailer's** and **distributor's** obligation under subclauses (1) and (2) terminates.

## 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 –
- ~~(a)~~ ~~(d)~~ the **customer** making a request for reconnection; and
  - ~~(b)~~ ~~(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 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 in Western Australia.

### 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 **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 **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 in Western Australia;

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- (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 in Western Australia.
- (3) Subclause (2) does not apply in the event of an **emergency**.

### **8.3 Priority Restoration Register**

- (1) A **distributor** must create and maintain a **Priority Restoration Register**.
- (2) The **Priority Restoration Register** must comply with any criteria determined by the Minister.

## Part 9 Pre-payment meters in remote communities

### 9.1 Definitions

In this Part –

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

“**recharge facility**” means a facility where a **pre-payment meter customer** can purchase credit for the **pre-payment meter** including a disposable **pre-payment meter** card.

### 9.2 Application

- (1) ~~Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4, 10.2 and 10.7 of the Code do not apply to~~ **A retailer may only operate a pre-payment meter at a residential customer's supply address where the customer is located in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regularisation Program is being implemented.**
- (2) Part 9 only applies to a **pre-payment meter customer located in a remote or town reserve community in which the Aboriginal and Remote Communities Power Supply Project or Town Reserve Regularisation Program is being implemented** referred to in subclause (1)

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### 9.3 Operation of pre-payment meter

- (1) A **retailer** must not operate a **pre-payment meter** at a **residential customer's supply address** without the **verifiable consent** of the **customer** or the **customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.

### 9.4 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** 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) how a **pre-payment meter** is operated;

- (d) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);
- (e) of the emergency credit facilities applicable to a **pre-payment meter**, and
- (f) of **credit retrieval**.
- (2) At 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 –
- (a) the information specified within subclause (1);
- (b) a copy of the **contract**;
- ~~(c) information on how to obtain a copy of the **retailer's Customer Service Charter**;~~
- ~~(d)~~(c) information on the availability and scope of the **Code** and the requirement that **distributors, retailers** and ~~**marketers**~~ **electricity marketing agents** comply with the **Code**;
- ~~(e)~~(d) a **meter** identification number;
- ~~(f)~~(e) a **telephone** number for enquiries;
- ~~(g)~~(f) a **telephone** number for **complaints**;
- ~~(h)~~(g) the **distributor's** 24 hour **telephone** number for faults and emergencies;
- ~~(i)~~(h) confirmation of the **supply address** and any relevant mailing address;
- ~~(j)~~(i) details of any **concessions** the **residential customer** may be eligible to receive;
- ~~(k)~~(j) the amount of any **concessions** to be given to the **residential customer**;
- ~~(l)~~(k) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
- ~~(m)~~(l) information on the availability of **TTY** services;
- ~~(n)~~(m) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**;
- ~~(o)~~(n) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
- ~~(p)~~(o) details on external complaints handling processes; and
- ~~(q)~~(p) general information on the safe use of electricity.
- (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;
- (d) the **distributor's** 24 hour **telephone** number for faults and emergencies; and

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- (e) details of the **recharge facilities**.
- (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.

### 9.5 Life support equipment

- (1) A **retailer** must not operate a **pre-payment meter** at the **supply address** of a **residential customer** if the **residential customer**, or a person residing at the **residential customer's supply address**, requires **life support equipment**.
- (2) If a **prepayment meter customer** notifies a **retailer** that a person residing at the **supply address** depends on **life support equipment**, the **retailer** must -
  - ~~(b)~~(a) remove or render non-operational the **pre-payment meter** at no charge;
  - ~~(e)~~(b) replace or switch the **pre-payment** to a standard **meter** at no charge; and
  - ~~(d)~~(c) provide information to the **prepayment meter customer** about the **contract** options available to the **prepayment meter customer**.

### 9.6 Recharge Facilities

A **retailer** must ensure that –

- (a) at least one **recharge facility** is located –
  - (i) within the remote community; or
  - (ii) within or adjacent to the town reserve of a **pre-payment meter customer**,
- (b) a **pre-payment meter customer**.
  - (i) other than a **customer** within an ARCPSP community can access a recharge facility between the hours of 9:00am to 5:00pm, Monday to Friday; and
  - (ii) within an ARCPSP community can access a **recharge facility** at least 3 hours per day, 5 days per week within the hours determined by the Aboriginal Corporation or relevant entity responsible for the community store facility; and
- (c) the minimum amount to be credited by a **recharge facility** does not exceed 10 dollars per increment.

### 9.7 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**.

## 9.8 Emergency credit

A **retailer** must ensure that a **pre-payment meter** provides an emergency credit amount to the value of at least 10 dollars.

## 9.9 Credit retrieval, overcharging and undercharging

(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** 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 **prepayment 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 **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**.

~~(2)~~(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.

~~(3)~~(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.

~~(4)~~(5) No interest shall accrue to a credit or refund referred to in subclause (2).

~~(5)~~(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 a **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 payment plan in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a

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period at least equal to the period over which the recoverable undercharging occurred.

#### 9.10 **Resumption of supply after self-disconnection**

A *retailer* must ensure that supply is recommenced through a *pre-payment meter* after self-disconnection as soon as information is communicated to the *pre-payment meter* that a payment causing a positive financial balance of the *pre-payment meter* account has been made.

<b>Part 10</b> <b>Information &amp; Communication</b>
--

### **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 **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 two years and no more than once a year; or
  - (b) in relation to a dispute with the **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 a **customer** on request, at no charge, general information on –

- (a) cost effective and efficient ways to utilise electricity (including referring a **customer** to a relevant information source);
- (b) how a **customer** may arrange for an **energy efficiency audit** at the **customer's supply address**; and
- (c) 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 two 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 **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~~(if requested by the **distributor**)~~.
- (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 ~~marketer-retailer~~ and **distributor** must ensure that any written information that must be given to a **customer** by the ~~marketer-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.

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### 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** web site.
- (3) 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 **customer** on request, at no charge, services that assist the **customer** in interpreting information provided by the **retailer** or **distributor** to the **customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, where appropriate, a **distributor** must include:
  - (a) the **telephone** number for their **TTY** services; **and**
  - (b) the **telephone** number for independent multi-lingual services; **and**
  - (c) the **National Interpreter Symbol** with the words "Interpreter Services", on the –
  - ~~(a)~~(d) bill and bill related information (including, for example, the notice referred to in clause 4.2(5) and statements relating to an instalment plan);
  - ~~(b)~~(e) **reminder notice**; **and**
  - ~~(f)~~ **disconnection warning**; **and**
  - ~~(d)~~ **Customer Service Charter**.

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### 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**  
**Customer Service Charter NOT USED**

**11.1 Obligation to produce and publish a Customer Service Charter**

~~(1) A **retailer** and a **distributor** must produce and publish a **Customer Service Charter**.~~

~~(2) A **Customer Service Charter** under subclause (1) must address at least the following matters—~~

~~(a) a summary of the **customer's** rights and obligations under the **Code** (including, information and assistance to be made available to a **customer** by a **retailer** or **distributor**);~~

~~(b) a summary of the **retailer's** or **distributor's** rights and obligations under the **Code** (including, billing, connection, disconnection and reconnection procedures);~~

~~(c) an explanation of the complaints handling process;~~

~~(d) an explanation of the difference between distribution and retail functions;~~

~~(e) reference to key documents in relation to the supply of electricity to **customers**; and~~

~~(f) contact details of the **retailer** or **distributor**, the **Authority**, Energy Safety (Department of Consumer and Employment Protection) and the **electricity ombudsman**.~~

**11.2 Obligation to provide Customer Service Charter**

~~(1) A **retailer** and a **distributor** must give a **customer** on request, at no charge, a copy of the **retailer's** or **distributor's** **Customer Service Charter**~~

~~(2) For the purposes of subclause (1), a **retailer** or a **distributor** must dispatch a copy of the **Customer Service Charter** to a **customer** within **2 business days** of the **customer's** request.~~

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## 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 AS ISO 10002 – 2006;
  - (b) address at least –
    - (i) how **complaints** must be lodged by **customers**;
    - (ii) how **complaints** will be handled by the **retailer** or **distributor**, including –
      - A. a right of the **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**;
    - (iv) method of response;
  - (c) detail how the **retailer** will handle **complaints** about the **a retailer 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 **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**.

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### 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 *marketer-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 *marketer-electricity marketing agent* receives a *complaint* that does not relate to its functions, it must refer the *complaint* to the appropriate entity and inform the *customer* of the referral.

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## Part 13 Record keeping

### Division 1 – General

#### 13.1 Records to be kept

Unless expressly provided otherwise, a **retailer, distributor or marketer** **electricity marketing agent** must keep a record or other information that a **retailer, distributor or marketer** **electricity marketing agent** is required to keep by the **Code** for at least 2 years from the last date on which the information was recorded.

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### Division 2 – Obligations particular to retailers

#### 13.2 Affordability and access

(1) A **retailer** must keep a record of –

(a) the total number of, and percentage of, its **residential customers**:

- (i) who are subject to an **instalment plan**;
- (ii) who have been granted additional time to pay their bill under Part 6;
- (iii) who have been placed on a shortened **billing cycle**;
- (iv) have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;
- (v) have been disconnected who were previously the subject of an instalment plan;
- (vi) have been disconnected at the same **supply address** within the past 24 months;
- (vii) have been disconnected while receiving a **concession**;

**(viii) who the retailer requested to be reconnected, other than pursuant to clause 8.1(1)(b); and clause 8.1(1)(c), who were not reconnected within the prescribed timeframe;**

**(viii)(ix)** have been reconnected at the same **supply address** in the same name within 7 days of having been disconnected;

**(ix)(x)** have been reconnected in the same name who were previously the subject of an instalment plan;

**(ix)(xi)** have been reconnected in the same name and at the same **supply address** within the past 24 months;

**(ix)(xii)** have been reconnected and who, immediately prior to disconnection, was receiving a **concession**;

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~~(xii)~~(xiii) \_\_\_\_\_ who have lodged security deposits; and

~~(xiii)~~(xiv) \_\_\_\_\_ who have had direct debit plans terminated.

(b) the total number of, and percentage of, its **non-residential customers**:

(i) who are subject to an **instalment plan**;

(ii) who have been granted additional time to pay their bill under Part 6;

(iii) who have been placed on a shortened **billing cycle**;

(iv) who have been disconnected in accordance with clauses 7.1 to 7.3 for failure to pay a bill;

~~(v)~~ who the **retailer** requested to be reconnected, other than pursuant to clause 8.1(1)(b) and clause 8.1(1)(c), who were not reconnected **within the prescribed timeframe**;

~~(v)~~(vi) have been reconnected at the same **supply address** in the same name within 7 days of having been disconnected;

~~(vi)~~(vii) who have lodged security deposits; and

~~(vii)~~(viii) \_\_\_\_\_ who have had direct debit plans terminated.

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~~(3)~~(2) In this clause –

“**direct debit plans terminated**” means a direct debit plan terminated as a result of a default or non payment in two or more successive payment periods.

“**instalment plan**” means an arrangement between a **retailer** and a **customer** for the **customer** to pay arrears or in advance and continued usage on their account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account their capacity to pay. It does not include **customers** using a payment plan as a matter of convenience or for flexible budgeting purposes.”

“**within the prescribed timeframe**” means any applicable regulated time limit for reconnections.

### 13.3 Customer complaints

(1) A **retailer** must keep a record of –

(a) the total number of **complaints** received from **residential customers** and **non-residential customers**; and

(b) the percentage of total **complaints** from **residential customers** and **non-residential customers** that relate to –

(i) **billing/credit complaints**;

(ii) **transfer complaints**;

(iii) **marketing complaints** (including **complaints** made directly to a **marketer/retailer**); and

(iv) other **complaints**.

[Note: clause 13.7 also provides for the recording of pre-payment meter complaints.]

(c) the action taken by a **retailer** to address a **complaint**, and

(d) the time taken for the appropriate procedures for dealing with the complaint to be concluded;

(e) the percentage of **complaints** from **residential customers** resolved within 15 **business days** and 20 **business days**; and

(f) percentage of **complaints** from **non-residential customers** resolved within 15 **business days** and 20 **business days**.

(2) A **retailer** must keep a copy of each **complaint** referred to in subclause (1) (including **complaints** made directly to a **marketer/retailer**).

(3) In this clause –

“**billing/credit complaints**” includes billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, disconnection and reconnection, and restriction due to billing discrepancy.

“**marketing complaints**” includes advertising campaigns, contract terms, sales techniques and misleading conduct.

“**transfer complaints**” includes failure to transfer **customer** within a certain time period, disruption of supply due to transfer and billing problems directly associated with the transfer (e.g. delay in billing, double billing).

“**other complaints**” includes poor service, privacy consideration, failure to respond to **complaints**, and health and safety issues.

### 13.4 Compensation payments

A **retailer** must keep a record of the total number of payments and data on the average amount of payments made under –

- (a) clause 14.1;
- (b) clause 14.2; and
- (c) clause 14.3.

### 13.5 Call Centre Performance

A **retailer** must keep a record of:

- (a) the total number of **telephone** calls to an operator of the **retailer**;
- (b) the number of, and percentage of, **telephone** calls to an operator responded to within 30 seconds;
- (c) the average duration (in seconds) before a call is answered by an operator; and
- (d) the percentage of calls that are unanswered.

### 13.6 Supporting information

(1) A **retailer** must keep a record of the total number of –

- (a) residential accounts held by **contestable customers**;
- (b) residential accounts held by **non-contestable customers**;
- (c) **business accounts** held by **contestable customers**; and

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- (d) **business accounts** held by **non-contestable customers**.
- (2) In this clause –
  - “**business account**” means an account for which a **customer** is eligible to receive a tariff other than a tariff for the supply of electricity for residential purposes.

**13.7 Pre-payment meters**

A **retailer** must keep a record of –

- (a) the total number of **pre-payment meter customers**;
- (b) the total number of **complaints**, other than those **complaints** specified in clause 13.13(a), relating to a **pre-payment meter customer**;
- (c) the action taken by the **retailer** to address a **complaint**; ~~and~~
- (d) the time taken for the appropriate procedures for dealing with the **complaint** to be concluded; ~~and~~
- (e) percentage of **complaints** from **pre-payment meter customers** other than those **complaints** specified in clause 13.13(a) concluded within 15 **business days** and 20 **business days**.

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**Division 3 – Obligations particular to distributors**

**13.8 Connections**

- (1) A **distributor** must keep a record of –
  - (a) the total number of connections provided; and
  - (b) the total number of connections **not provided on or before the agreed date**.

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(2) A **distributor** must keep a record of –

- (a) the total number of reconnections provided other than:
 
  - (i) those recorded in clause 13.8(1);
  - (ii) pursuant to clause 8.1(1)(b); and
  - (iii) pursuant to clause 8.8(1)(c).
- (b) the total number of reconnections in clause 13.8(2)(a) not provided **within the prescribed timeframe**.

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~~(2)~~(3) In this clause –

“**not provided on or before the agreed date**” includes connections not provided within any regulated time limit and connections not provided by the date agreed with a **customer**.

“**within the prescribed timeframe**” means any applicable regulated time limit for reconnections.

**13.9 Timely repair of faulty street lights**

- (1) A **distributor** must keep a record of –

(a) the total number of street lights reported faulty each month in the metropolitan area;

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(b) the total number of street lights reported faulty each month in the regional area;

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~~(b)~~(c) the total number of street lights not repaired ~~before the agreed date~~ within 5 days in the metropolitan area;

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~~(e)~~(d) the total number of street lights not repaired within 9 days in the regional area; and

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~~(d)~~(e) the total number of street lights in the metropolitan area;

~~(e)~~(f) the total number of street lights in the regional area;

~~(f)~~(g) the average number of days to repair faulty street lights in the metropolitan area; and

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~~(g)~~(h) the average number of days to repair faulty street lights in the regional area.

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- (2) For the purpose of subclause (1), the number of days taken to repair a street light is counted from the date of notification.

### 13.10 Customer Complaints

- (1) A **distributor** must keep a record of –

(a) the total number of **complaints** (excluding **quality and reliability complaints**) received; and

(b) the total number –

- (i) administrative process or customer service complaints; and  
(ii) other complaints.

(c) the action taken by a **distributor** to address a **complaint** (excluding **quality and reliability complaints**); ~~and~~

(d) the time taken for the appropriate procedures for dealing with the **complaint** (excluding **quality and reliability complaints**) to be concluded; ~~and~~

~~(e)~~ the percentage of **customer complaints** concluded within **15 business days** and **20 business days**.

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- (2) A **distributor** must keep a copy of each **complaint** referred to in subclause (1).

- (3) In this clause –

“**quality and reliability complaints**” means a complaint as defined in Schedule 1 of the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.

### 13.11 Compensation payments

A **distributor** must keep a record of the total number of payments made under clause 14.4.

### 13.12 Call Centre Performance

A **distributor** must keep a record of:

- (a) the total number of **telephone** calls to an operator of the **distributor**;
- (b) the number of, and percentage of, **telephone** calls to an operator responded to within 30 seconds;
- (c) the average duration (in seconds) before a call is answered by an operator; and
- (d) the percentage of calls that are unanswered.

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### 13.13 Pre-payment meters

A **distributor** must keep a record of –

- (a) the number of **complaints** relating to the installation and operation of a **pre-payment meter** at a **pre-payment meter customer's supply address**;
- (b) the action taken by the **distributor** to address a **complaint**; ~~and~~
- (c) the time taken for the appropriate procedures for dealing with the **complaint** to be concluded; ~~and~~
- (d) the percentage of **complaints** relating to the installation and operation of a **pre-payment meter** at a **customer's supply address** concluded within 15 **business days** and 20 **business days**.

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### 13.14 Supporting information

A **distributor** must keep a record of the total number of **customers** who are connected to the **distributor's** network.

## Division 4 – Provision of records to Authority

### 13.15 Provision of records to Authority

- (1) A **retailer** and a **distributor** must –
  - (a) prepare a report setting out the information in the records required to be kept by Part 13, in respect of each year ending on 30 June; and
  - (b) publish that report not later than the following 1 October.
- (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**.
- (3) A copy of each report must be given to the Minister and the **Authority** not less than 7 days before it is published under subclause (1).

**Part 14**  
**Service Standard Payments**

**Division 1 – Obligations particular to retailers**

**14.1 Facilitating customer reconnections**

- (1) Subject to clause 14.5, where 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 **distributor** has not complied with the time frames prescribed in clause 8.2(2),the **retailer** must pay to the **customer** ~~\$5060~~ for each day that it is late, up to a maximum of ~~\$250300~~.
- (2) Subject to clause 14.5, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of the **distributor**, the **distributor** must compensate the **retailer** for the payment.

**14.2 Wrongful disconnections**

- (1) Subject to clause 14.5, if a **retailer** fails to follow any of the required procedures prescribed under Part 6 (if applicable) and Part 7 of the Code prior to disconnecting ~~an a~~ **customer** for failure to pay a bill, the **retailer** must pay to the **customer** ~~\$50100~~ for each day that the **customer** was wrongfully disconnected, ~~up to a maximum of \$ 250~~.
- (2) Subject to clause 14.5, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of the **distributor**, the **distributor** must compensate the **retailer** for the payment.

**14.3 Customer service**

- (1) Upon receipt of a written query or **complaint** by a **customer**, a **retailer** must -
  - (a) acknowledge the query or **complaint** within 10 **business days**; and
  - (b) respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.
- (2) Subject to clause 14.5, if a **retailer** fails to acknowledge or respond to a query or **complaint** within the time frames prescribed under subclause (1), the **retailer** must pay to the **customer** \$20.
- (3) The **retailer** will only be liable to make one payment of \$20, pursuant to subclause (2), for each written query or **complaint**.

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## Division 2 – Obligations particular to distributors

### 14.4 Customer service

- (1) Upon receipt of a written query or **complaint** by a **customer**, a **distributor** must –
  - (a) acknowledge the query or **complaint** within 10 **business days**; and
  - (b) respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.
- (2) Subject to clause 14.5, if a **distributor** fails to acknowledge or respond to a query or **complaint** within the time frames prescribed under subclause (1), the **distributor** must pay to the **customer** \$20.
- (3) The ~~retailer-distributor~~ will only be liable to make one payment of \$20, pursuant to subclause (2), for each written query or **complaint**.

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## Division 3 – Payment

### 14.5 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.4, if events or conditions outside the control of the retailer or distributor caused the retailer or distributor to be liable to make the payment.
  - ~~(a) 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, or~~
  - ~~(b) 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 clause 14.2, which is required to be made automatically on a customer's wrongful disconnection, a retailer or distributor is not required to make a payment under clauses 14.1 to 14.4 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
- ~~(2)(3)~~ Under clauses 14.3 and 14.4, **Aa** **retailer** or **distributor** is not required to make more than one payment to each affected **supply address** per event of non-compliance with the performance standards.
- ~~(3)(4)~~ For the purposes of subclause ~~(2)(3)~~, each **supply address** where an **customer** receives a bill from a **retailer** is a separate **supply address**.

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### 14.6 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 clause 14.4 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.

#### 14.7 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 14.6 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), 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 1 – Revisions to the Code**

<u>Commencement</u>	<u>Revision</u>	<u>New</u>
<u>1 July 2010</u>	<u>Definition of contestable customer</u>	<b>"contestable customer"</b> means a <b>customer</b> at an exit point where the amount of electricity transferred at the exit point is at least the amount prescribed under the <i>Electricity Corporations (Prescribed Customers) Order 2007</i> made under the <i>Electricity Corporations Act 2005</i> or under another enactment dealing with the progressive introduction of customer contestability

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