



# Electricity Code Consultative Committee

## Final Review Report

*2013 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers*

23 January 2014

# Contents

<b>Contents</b>	<b>1</b>
<b>1 Executive Summary</b>	<b>1</b>
<b>2 Background</b>	<b>2</b>
2.1 The Electricity Market in Western Australia	2
2.2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers</i>	2
2.3 Electricity Code Consultative Committee	3
2.3.1 Terms of Reference	3
2.3.2 Committee Members	4
2.4 Previous Code Reviews	4
2.5 Code Review Process	5
<b>3 General Recommendations</b>	<b>6</b>
3.1 Application of the Code	6
3.2 References to customers	6
<b>4 Consistency with the Gas Compendium</b>	<b>8</b>
4.1 Definitions of complaints categories	8
4.2 Definition of ‘electricity marketing agent’	8
<b>5 Part 2 - Marketing</b>	<b>10</b>
5.2 The National Energy Customer Framework	10
5.2.1 No canvassing or advertising signs	11
5.3 References to legislation	12
5.4 Rationalisation of contract protections	12
5.5 Provision of the Ombudsman telephone number	15
5.6 Clause 2.6(2)(a) – Telling a customer the purpose of the contact	15
5.7 Clause 2.6(3) and (4) – Record keeping when initiating contact with a customer	16
5.8 Clause 2.9(2) – Record keeping	16
5.9 Clarification of provisions that apply to the retailer and the electricity marketing agent	17
5.10 References to ‘other party’	17
<b>6 Part 4 - Billing</b>	<b>18</b>
6.1 Information on a customer’s bill	18
6.2 Average daily cost of electricity consumption	19
6.3 Information on how to read a meter	19
6.4 Final bill	20
6.4.1 Refund after a final bill	20
6.4.2 Transfer of credit after a final bill	20
6.4.3 Notification of undercharges	20
6.4.4 Use of credit or overcharge to off-set debt	21
6.5 Overcharging and bill adjustments	21

<b>7</b>	<b>Part 5 - Payment</b>	<b>22</b>
7.1	Direct debit	22
7.2	Late payment fees	22
7.3	Vacating a supply address	22
7.3.1	Notice when vacating a supply address	22
7.4	ACCC debt recovery guideline	23
<b>8</b>	<b>Part 6 – Payment Difficulties &amp; Financial Hardship</b>	<b>24</b>
8.1	Assessments under clause 6.1	24
8.2	Customers already assessed for financial hardship / payment difficulties	25
8.3	Requirement to offer an instalment plan	26
8.4	Requirements for instalment plans	26
8.5	Information about meters and/or tariffs	26
8.6	Energy efficiency audits	27
8.7	Financial Hardship Policies	27
8.7.1	Content requirements	27
8.7.2	Special information needs	28
<b>9</b>	<b>Part 7 - Disconnection</b>	<b>29</b>
9.1	Emergency number at the cost of a local call	29
9.2	Limitations on Disconnection	29
9.3	Life support	30
9.3.1	Information provided by the retailer	30
9.3.2	Timing of life support application	30
9.3.3	Commencement of a distributor's obligation	31
9.3.4	Electronic acknowledgement by life support customers	31
9.3.5	No contact requested by life support customers	31
9.3.6	Where notice of interruption has already been provided	32
9.3.7	Re-certification	32
<b>10</b>	<b>Part 9 – Pre-payment meters (PPMs)</b>	<b>33</b>
10.1	PPMs - general	33
10.2	Information to be provided at time of entering PPM contract	34
10.3	Changes to recharge facilities	34
10.4	Reversion requirements	35
10.5	PPMs and life support equipment	35
10.6	PPM reversion and life support equipment	36
10.7	Duplication of requirements	36
10.8	PPMs and debt recovery	37
<b>11</b>	<b>Part 12 – Complaints and dispute resolution</b>	<b>39</b>
11.1	Complaints and marketing	39
<b>12</b>	<b>Part 13 – Record keeping</b>	<b>40</b>
12.1	Format of Part 13	40
12.2	Complaints definitions	41
<b>13</b>	<b>Part 14 – Service standard payments (SSPs)</b>	<b>45</b>
13.1	SSPs references to obligations	45

## ATTACHMENTS

46

# 1 Executive Summary

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

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

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

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

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

with the object of -

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

As required under section 88(3) of the Act, the ECCC provided interested parties with an opportunity to comment during the review by publishing a Draft Review Report on 4 October 2013 and allowing a four week public consultation period. A total of 10 submissions were received.

**Attachment 1** of this report is a marked up copy of the Code incorporating the recommendations made by the ECCC in this report.

## 2 Background

### 2.1 The Electricity Market in Western Australia

The *Electricity Industry Act 2004* (**Act**) includes provisions for the licensing of electricity supply. Electricity licences issued by the Authority under the Act are classified into the following five categories:

- a) Distribution – construct and operate electricity distribution networks.
- b) Generation – construct and operate electricity generation works.
- c) Retail – sell electricity to customers.
- d) Transmission – construct and operate electricity transmission networks.
- e) Integrated Regional – one or more of the activities detailed in (a) to (d) above.

The Code applies to retailers, distributors and integrated regional licensees that supply electricity to small use customers and electricity marketing agents that market to small use customers. A small use customer is a customer who consumes less than 160 MWh of electricity per annum. Currently, 160 MWh of electricity costs approximately \$40,000. There are six retailers approved to supply small use customers:

- Electricity Retail Corporation (t/a **Synergy**)
- Alinta Sales Pty Ltd (t/a **Alinta Energy**)
- Clear Energy Pty Ltd
- Regional Power Corporation (t/a **Horizon Power**)
- Perth Energy Pty Ltd
- Rottnest Island Authority (**RIA**)

According to data provided to the Authority for the 2011/12 reporting year, Synergy is the largest retailer in the State with just over 982,000 residential and non-residential small use customers, or approximately 96% of the total market. Horizon Power, which retails in a number of areas of the State outside the South West Interconnected System (**SWIS**), had almost 42,000 customers, or approximately 4% of the total market. The remaining customers were divided between Alinta Energy (1,449), Perth Energy (68) and RIA (25).

Clear Energy reported that it did not supply any customers during the year ending 30 June 2012.

Western Power is the monopoly distribution network provider to small use customers within the SWIS, with just under 1,016,000 customer connections (approximately 95.8% of the State total) and over to 90,000km of distribution lines (data provided for the 2011/12 reporting year).

### 2.2 Code of Conduct for the Supply of Electricity to Small Use Customers

The Code regulates and controls the conduct of retailers, distributors and electricity marketing agents who supply and market electricity to residential and non-residential small use customers. The Code was developed to protect the interests of customers who have little or no market power. For this reason, the Code only applies to customers who consume no more than 160 MWh of electricity per annum.

The Code is made under section 79 of the Act and was first established in 2004 by the Minister for Energy after being developed by the Electricity Reform Consumer Forum. Upon gazettal on 31 December 2004, responsibility for the Code transferred to the Authority.

The Code covers a broad range of issues including:

- Connection
- Disconnection
- Reconnection
- Billing
- Payment
- Payment Difficulties & Financial Hardship
- Information Provision
- Complaints
- Record Keeping
- Service Standard Payments
- Pre-payment Meters

The Code has the power of subsidiary legislation.

## 2.3 Electricity Code Consultative Committee

Under section 81 of the Act, the Authority is required to establish a committee to advise on matters relating to the Code. This committee, known as the Electricity Code Consultative Committee, was established on 1 September 2006.

Under section 88 of the Act, the committee must carry out a review of the Code as soon as practicable after the first anniversary of its commencement and then every two years.

### 2.3.1 Terms of Reference

In 2013, the Authority approved amendments to the ECCC Terms of Reference (**Attachment 2**) for the ECCC. The ECCC Terms of Reference allows for the ECCC to comprise:

- a Chairperson (from the Authority's Secretariat), who has no voting rights;
- an executive officer (from the Authority's Secretariat) who has no voting right;
- a government agency representative from the Department of Commerce;
- a government agency representative from the Public Utilities Office;
- four consumer organisation representatives;
- four industry representatives.

### 2.3.2 Committee Members

Appointments for the current term of the ECCC were made in May 2013. Current members of the ECCC are:

Industry representatives:

- Catherine Rousch (Alinta Energy)
- Gino Giudice (Western Power)
- Simon Thackray (Synergy)
- Greg Will (Horizon Power)

Consumer organisation representatives:

- Charles Brown (Financial Counsellors Association of WA)
- Matthew Sargeant<sup>1</sup> (Chamber of Commerce & Industry)
- Chris Twomey (WACOSS)
- David Kernohan (Consumer Credit Legal Service (WA) Inc.)

Government representatives:

- Gerald Milford (Department of Commerce)
- Alex Kroon (Public Utilities Office)

Authority staff:

- Paul Kelly, Executive Director, Licensing, Monitoring & Customer Protection holds the position of Chairperson.
- Cathryn Greville,<sup>2</sup> Assistant Director, Customer Protection is executive officer.

## 2.4 Previous Code Reviews

Since the establishment of the Code, the ECCC has undertaken three reviews of the Code. The first review was completed in 2007 and the second review in 2010. Concurrently with the second review, the ECCC undertook a review of pre-payment meter arrangements under the Code (Part 9 of the Code). The third review was completed in 2012. The current Code, the *Code of Conduct for the Supply of Electricity to Small Use Customers 2012*, was gazetted on 9 November 2012 and came into effect on 1 January 2013.

On 21 June 2013, amendments to the pre-payment meter grandfathering provisions and the life support provisions of the Code were gazetted. The amendments came into effect on 1 July 2013.

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<sup>1</sup> Matthew Sargeant replaced Drew Pearman.

<sup>2</sup> David Leith acted in the position of Assistant Director Customer Protection in 2013.



## 2.5 Code Review Process

Following ongoing stakeholder consultation and identification of potential issues for discussion during this review, the ECCC's Executive Officer prepared a Discussion Paper for the consideration of the ECCC in August 2013. The ECCC met to discuss the issues outlined in the Discussion Paper and after considering a draft, approved the Draft Review Report.

The Act requires that the ECCC undertake consultation with interested parties and consider any submissions made before providing its advice to the Authority. The ECCC published the Draft Review Report on 4 October 2013 and advertised the public consultation period in The West Australian newspaper and by email to those registered with the Authority as interested parties.

A period of four weeks was provided for public consultation on the Draft Review Report, with the date for submissions closing on 1 November 2013. Submissions were received from the following:

- Alinta Energy
- Community Electricity
- Energy Assured
- Energy Retailers Association of Australia
- Horizon Power
- Public Utilities Office
- Rio Tinto
- Synergy
- Western Australian Council of Social Service (WACOSS)
- Western Power

Following receipt of submissions the ECCC held two meetings to consider the issues raised and subsequently approved this report.

After consideration of this report the Authority may decide to propose amendments to the Code. The Act requires that the Authority remit any amendments it proposes to the ECCC for advice and the ECCC must undertake consultation with interested parties before providing that advice.

## 3 General Recommendations

### 3.1 Application of the Code

Clause 1.6 (a) of the Code refers to the Code applying to customers, as follows:

- Subject to clause 1.10, the **Code** applies to –
- (a) **customers**;
  - (b) **retailers**;
  - (c) **distributors**; and
  - (d) **electricity marketing agents**,
- in accordance with Part 6 of the **Act**.

Section 79 (Part 6) of the Act provides that the Code is to regulate and control the conduct of retailers, distributors and electricity marketing agents; it does not include reference to customers.

#### Recommendation 1

Delete clause 1.6(a).

The ECCC noted that clause 9.4(3) imposes an obligation on pre-payment meter customers. The ECCC therefore recommends that clause 9.4(3) be amended to remove the obligation.

#### Recommendation 2

Amend clause 9.4(3) as follows to remove the obligation on pre-payment meter customers:

- (3) Where the **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), the **retailer may charge the pre-payment meter customer** ~~must pay the retailer's~~ a reasonable charge for reversion to a standard meter ~~(if any)~~. ~~However, the~~ ~~The~~ **retailer's** obligations under subclause (1) –
- (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard meter (if any); and
  - (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard meter (if any).

### 3.2 References to customers

Throughout the code, customers are referred to as either "it" or "their" based on whether the clause is referring to an individual customer (in which case "its" would be appropriate) or to all or a group of customers in a plural sense (in which case "their" would be appropriate).

A review of the Code has identified some instances where the reference may be incorrect. The ECCC considers the following amendments to be appropriate.

Amend the definition of 'instalment plan' as follows:

"**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~~ its account according

to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account ~~their~~ the customer's capacity to pay...

### Recommendation 3

Amend the definition of 'instalment plan' as set out above.

Amend clause 10.11(2) as follows:

- (2) A **retailer** and, where appropriate, a **distributor** must include in relation to **residential customers** –
- (a) the **telephone** number for ~~their~~ its TTY services;
  - (b) the **telephone** number for independent multi-lingual services; and
  - (c) the **National Interpreter Symbol** with the words "Interpreter Services",  
[...]

### Recommendation 4

Amend the reference to 'their' in clause 10.11(2)(a) to 'its'.

## 4 Consistency with the Gas Compendium

### 4.1 Definitions of complaints categories

As part of the 2012 review of the Compendium of Gas Customer Licence Obligations (**Compendium**), the Authority amended the definitions of “billing/credit complaints” and “other complaints” by inserting the words “complaints related to” after the word “includes” as follows:

**“billing/credit complaints”** includes [complaints related to](#) 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.

**“other complaints”** includes [complaints related to](#) poor service, privacy consideration, failure to respond to complaints, and health and safety issues.

These amendments were made to enhance the readability of these definitions. The ECCC recommends that the definitions of “billing/credit complaints” and “other complaints” be amended so they are consistent with the Compendium.

#### Recommendation 5

Amend the definitions of “billing/credit complaints” and “other complaints” by inserting the words “complaints related to” after the word “includes”.

While the 2012 review of the Compendium resulted in amendments to the definitions of “billing/credit complaints” and “other complaints”, no amendments were made to the definitions of “marketing complaints” and “transfer complaints”. It is believed this was due to an oversight.

The ECCC also recommends that the definitions of “marketing complaints” and “transfer complaints” be amended so that there is consistency across the definitions. This amendment would mean the definitions would be amended as follows:

**“marketing complaints”** includes [complaints related to](#) advertising campaigns, contract terms, sales techniques and misleading conduct.

**“transfer complaints”** includes [complaints related to](#) 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).

#### Recommendation 6

Amend the definitions of “marketing complaints” and “transfer complaints” by inserting the words “complaints related to” after the word “includes”.

### 4.2 Definition of ‘electricity marketing agent’

The definition of an ‘electricity marketing agent’ in the Code is as follows:

**“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 engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition;
- (c) a representative, agent or employee of a person referred to in subclause (a) or (b); or
- (d) not a person who is a customer representative.

The ECCC notes that the definition of 'electricity marketing agent' refers to 'the holder of a retail licence or an integrated regional licence'. Throughout the Code, the holder of a retail licence (or the holder of an integrated regional licence whose activities include retail) is referred to as a 'retailer'. For reasons of consistency, the ECCC recommends that the reference to 'the holder of a retail licence or an integrated regional licence' in the definition of 'electricity marketing agent' be replaced with 'a retailer'.

#### **Recommendation 7**

Replace the reference to 'the holder of a retail licence or an integrated regional licence' with 'a retailer' in the definition of 'electricity marketing agent'.

In addition to Recommendation 7 the, the ECCC considered that the wording of the definition could be improved by deleting subclause (d) of the definition (the words: *not a person who is a customer representative*) and including the following wording at the end of the definition: "but does not include a person who is a customer representative".

#### **Recommendation 8**

Delete subclause (d) of the definition of 'electricity marketing agent' and add the words "but does not include a person who is a customer representative" to the end of the definition.

## 5 Part 2 - Marketing

### 5.1 Achieving Consistency with the Australian Consumer Law

The Australian Consumer Law (**ACL**) prescribes a cooling-off period of 10 business days for all unsolicited consumer agreements. For door-to-door contracts, the customer contract regulations<sup>3</sup> provide for a cooling-off period of 10 days (as opposed to 10 business days). The definition of ‘cooling-off period’ in the Code reads as follows:

“**cooling-off period**” means the period of 10 days commencing on and including the day on which the contract is made.

The definition of “cooling-off period” in the ACL relates to terminating unsolicited consumer agreements whereas in the Code it relates to information to be given in respect of agreements that are not unsolicited agreements (see clause 2.4(2)(j) of the Code).

The ECCC proposes to amend the Code to reflect the fact that different cooling-off periods apply to non-standard contracts under the ACL (unsolicited non-standard contracts) and the Regulations (solicited non-standard contracts) and that these periods must be notified to the customer when entering a non-standard contract under new clause 2.3. In this light, the definition of “cooling-off period” could be redefined as “means the period specified in the **contract** as the cooling-off period”. In that way the retailer or electricity marketing agent would have to explain either the ACL cooling-off period or the customer contract regulations cooling-off period as relevant.

The ECCC therefore recommends the definition of cooling-off period should be amended as follows:

“**cooling-off period**” means the period ~~of 10 days commencing on and including the day on which the contract is made~~ specified in the contract as the cooling-off period.

#### Recommendation 9

Amend the definition of ‘cooling-off period’ in clause 1.5 to read as follows:

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

### 5.2 The National Energy Customer Framework

The Ministerial Council on Energy (**MCE**) (now Standing Council on Energy and Resources or **SCER**) has developed the National Energy Customer Framework (**NECF**). The NECF is a set of laws and rules governing retail and distribution non-price regulation in the National Energy Market (**NEM**). Whilst the WA Government participates in the SCER, the ECCC understands that there is no intention of implementing the NECF in WA at this stage.

<sup>3</sup> *Electricity Industry (Customer Contracts) Regulations 2005*

The NECF was originally scheduled to be implemented on 1 July 2012 by all States and Territories, with the exception of Western Australia and the Northern Territory. Although Tasmania and the ACT implemented the NECF on 1 July 2012 as scheduled, all other States opted to delay the implementation of the NECF.

South Australia and New South Wales implemented the NECF on 1 February 2013 and 1 July 2013 respectively. The ECCC understands that Victoria will commence the NECF as soon as is practicable and Queensland is yet to consider its application of the NECF.<sup>4</sup>

During the 2011 Review of the Code, the ECCC considered the provisions of NECF that related to marketing and whether any of these provisions should be implemented through the Code. The ECCC agreed that, given the fact that the NECF had not yet been implemented, it would be premature to propose anything other than noting the NECF changes. The ECCC therefore agreed to recommend that the Authority note the National Energy Customer Framework, but not to propose any amendments to the Code to achieve consistency at this time.

As the NECF has now taken effect in some jurisdictions, the ECCC considered the NECF provisions that relate to marketing and whether consistency with the Code should be implemented.

Aside from Recommendation 10, which outlines a specific recommendation in relation to consistency with the NECF, the ECCC has not made in other recommendations in relation to the NECF. ECCC members will however keep abreast of issues regarding the NECF in other states.

### 5.2.1 *No canvassing or advertising signs*

Under the NECF, a retailer must comply with any signs at a customer's premises indicating that canvassing is not permitted at the premises, or that no advertising or similar material is to be left at the premises.<sup>5</sup>

The Australian Consumer Law does not include provisions regarding canvassing or advertising.

The recently gazetted *Gas Marketing Code of Conduct 2014*<sup>6</sup> (**Gas Marketing Code**) includes a clause regarding the use of canvassing and advertising. The ECCC considered it sensible to include a similar clause in the Code for the purposes of consistency.

The ECCC recommends that a new clause be inserted in the Code that requires an electricity marketing agent or retailer to comply with any signs at a person's premises indicating that canvassing is not permitted at the premises; or that no advertising or

<sup>4</sup> Australian Government, Department of Resources, Energy & Tourism, *National Energy Customer Framework*, <http://industry.gov.au/Energy/EnergyMarkets/Pages/NationalEnergyCustomerFramework.aspx> (accessed 10 January 2014).

<sup>5</sup> Rule 66 of the National Energy Retail Rules.

<sup>6</sup> Further information on the Gas Marketing Code Consultative Committee's (GMCCC) review of the *Gas Marketing Code of Conduct* can be found on the Authority's website <http://www.erawa.com.au/licensing/gas-licensing/gas-marketing-code/>

similar material is to be left at the premises or in a letterbox or other receptacle at or associated with the premises.

The ECCC considered recommending that the Authority develop a new webpage regarding the use of do-not-knock stickers. A recommendation is not required, however, as the ECCC notes such a page has now been published by the Authority as a result of the Authority accepting a similar recommendation from the Gas Marketing Code Consultative Committee (**GMCCC**).

#### Recommendation 10

Insert the following new clause into the Code:

##### **No canvassing or advertising signs**

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

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

### 5.3 References to legislation

The explanatory note at the beginning of Part 2 refers to various pieces of legislation. Legal counsel has advised that the note should be amended to reference the titles of the legislation in full, as well as to change the reference from Australian Consumer Law (WA) to the Fair Trading Act 2010 (WA). The note would then read as follows:

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

#### Recommendation 11

Amend the note at the beginning of Part 2 to include the full titles of legislation and to change the reference from Australian Consumer Law (WA) to the Fair Trading Act 2010 (WA).

### 5.4 Rationalisation of contract protections

The Code, as well as the Gas Marketing Code, offers different levels of protection for customers depending on whether the contract is a standard form contract, a non-standard contract, an unsolicited consumer agreement or a 'solicited' consumer agreement. These protections are set out in clauses 2.2, 2.3 and 2.4 and are considered by some to be overly complex.

The ECCC therefore considered whether these protections could be rationalised, in particular the restructure of clauses 2.2, 2.3 and 2.4 into two new clauses: 2.2 and 2.3. The new clause 2.2 would include the requirements for entering into a standard form



contract, while new clause 2.3 would set out the obligations for entering into a non-standard contract.

The objective of restructuring these clauses is to improve customer protection by improving clarity regarding the obligations imposed on retailers and gas/electricity marketing agents.

As part of the restructure of clauses 2.2 to 2.4, the ECCC also considered that some of the obligations in clauses 2.2 to 2.4 required amendment. These amendments can be summarised as follows:

#### **Consent requirements for non-standard contracts**

Existing clause 2.2(1) requires that non-standard contracts entered into as a result of the internet<sup>7</sup> be signed by the customer. All other non-standard contracts require the customer's verifiable consent.<sup>8</sup>

The ECCC agreed that the same consent requirements should apply to all non-standard contracts and recommends that the customer's verifiable consent should be required when entering into any non-standard contract.

#### **Providing a copy of the contract to the customer**

The Code contains a number of clauses regarding the provision of the contract to customers. The ECCC agreed to rationalise these clauses into a single obligation and recommends that retailers be required to give, or make available, a copy of the contract at no charge to each customer.

The recommended new obligation no longer allows a retailer to provide, or make available, a copy of the contract only if the customer accepts the retailer's offer to do so. A copy of the contract must now always be given, or made available, to the customer. The ECCC does not believe that the amended obligation is substantially more onerous on retailers as the words 'make available' allow a retailer to simply refer a customer to the retailer's website.

The amendment ensures that all customers who enter into a non-standard contract which is not in a 'template' format (and not available from the retailer's website) will always be given a copy of their contract.

#### **When a copy of the contract must be provided to the customer**

Existing clause 2.4(1) provides that, if a customer accepts a retailer's offer for a copy of the contract, the retailer must give, or make available, a copy of the contract as soon as possible, but no more than 28 days later.

The ECCC agreed that the maximum timeframe of 28 days for providing a copy of the contract was excessive. The ECCC was particularly concerned that for contracts

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<sup>7</sup> Clause 2.2(1) of the Code provides that 'an electricity marketing agent must, in the course of arranging a non-standard contract, other than in accordance with subclause (2), ensure that the contract is signed by the customer'. Subclause (2) applies to non-standard contracts initiated by the customer. Clause 2.2(1) is further subject to subclause (5) which provides that the clause does not apply to contracts that are unsolicited consumer agreements. In practice, clause 2.2(1) only applies to non-standard contracts entered into as a result of the internet; however, this is not apparent from reading the clause. Clause 2.2(1) is an example of complex drafting within the Code which the ECCC was keen to simplify.

<sup>8</sup> Clause 2.2(2) of the Code

subject to a cooling-off period, this could result in the customer being provided with details of the cooling-off period *after* the cooling-off period had expired.

The ECCC agreed that the timeframe for giving, or making available, copies of contracts should be consistent with the timeframes specified within the ACL and recommended that for contracts entered into other than by telephone a copy of the contract should be provided at the time the contract is entered into. For contracts entered into over the telephone, the contract should be provided within 5 business days of the customer entering into the contract.

#### **Advising a customer about the availability of a standard form contract**

Clause 2.3 requires an electricity marketing agent, if acting on behalf of Synergy or Horizon Power, to tell a customer, before arranging a contract, that the customer is free to choose the retailer's standard form contract and, before arranging a non-standard contract, the difference between a standard form contract and a non-standard contract.

The ECCC agreed there is no logical need to tell a customer that they are free to choose the standard form contract before arranging a standard form contract.

The ECCC agreed to recommend that the requirement on Synergy and Horizon to inform a customer that the customer is free to choose the standard form contract as currently specified in clause 2.3 should only be required before a customer enters into a non-standard contract.

#### **Cooling-off periods**

Existing clause 2.4 requires a retailer or electricity marketing agent to give a customer information on any applicable cooling-off periods. For non-standard contracts, the information has to be provided before the customer enters into the contract unless the information has already been provided to the customer within the preceding 12 months. Alternatively, a retailer or electricity marketing agent can opt to tell a customer how the customer can obtain this information.

The ECCC agreed that it was undesirable that information on cooling-off periods could in some instances be given to a customer after the cooling-off period had ended and recommended that this information should always be provided before a customer enters into a non-standard contract.

In relation to standard form contracts that are not unsolicited consumer agreements, the ECCC noted that cooling-off periods do not apply to these types of contracts. The ECCC therefore agreed to recommend deletion of the requirement that retailers must provide information on cooling-off periods for these types of contracts.

#### **Information requirements for standard form contracts**

Existing clause 2.4(3)(b) requires a retailer or electricity marketing agent to provide specified information to customers before they enter into a standard form contract that is an unsolicited consumer agreement. For all other standard form contracts this information may be provided with the customer's first bill.

As the specified information does not affect the terms of the contract, there is no apparent reason why this information should be provided *before* a customer enters into a standard form contract that is an unsolicited consumer agreement.

The ECCC agreed to recommend that the specified information could be provided with the first bill for all standard form contracts.

**Consent requirements for the provision of specified information**

Existing clause 2.4(3)(b) further requires a retailer or electricity marketing agent to provide the specified information before a customer enters into a non-standard contract and to obtain the customer's written acknowledgement that this information has been provided.

As the specified information does not affect the terms of the contract, the ECCC agreed to recommend that written acknowledgement could be replaced with verifiable consent. This would ensure consistency in the consent requirements throughout new clause 2.3. The proposed new clauses (2.2 and 2.3) can be found in the mark up of the Code in **Attachment 1**.

**Recommendation 12**

Amend clauses 2.2, 2.3 and 2.4 to rationalise the requirements for standard form contracts and non-standard contracts to create:

- a new clause 2.2 (entering into a standard form contract), which includes all the requirements for entering into a standard form contract; and
- a new clause 2.3 (entering into a non-standard contract), includes all the requirements for entering into a non-standard contract.

**5.5 Provision of the Ombudsman telephone number**

The ECCC considered that it may be beneficial to customers if the retailer or electricity marketing agent provided a customer with the complaints telephone number of the Energy Ombudsman when requested (clause 2.5(1) in the proposed Code) or when meeting with the customer face-to-face for the purposes of marketing (2.5(2)(b) in the proposed Code). This requirement is also included in the recently gazetted Gas Marketing Code.

**Recommendation 13**

Amend the code to require a retailer or electricity marketing agent to provide a customer with the complaints telephone number of the Energy Ombudsman when requested or when meeting with the customer face-to-face for the purposes of marketing.

**5.6 Clause 2.6(2)(a) – Telling a customer the purpose of the contact**

Clause 2.6(2)(a) of the Code requires a retailer to tell a customer the purpose of the contact when negotiating a contract that is not an unsolicited consumer agreement with the customer face to face. In practice, the clause only applies to contracts entered into face to face at the retailer's business or trade premises.

If a customer enters into a contract at the retailer's premises, the purpose of the contact should be readily apparent to the customer. Therefore, the ECCC believes clause 2.6(2)(a) should be deleted.

**Recommendation 14**

Delete clause 2.6(2)(a) from the Code.

## 5.7 Clause 2.6(3) and (4) – Record keeping when initiating contact with a customer

Under clause 2.6(3), each time a retailer initiates contact with a customer for the purpose of marketing, it must keep a record of the name of the customer, the electricity marketing agent involved and the date and time of the contact. Due to the broad definition of ‘marketing’, this means that details of virtually all contact with customers needs to be recorded.

In addition, there are certain circumstances where it is impractical for a retailer to comply with clause 2.6(3). For example, if a retailer approaches a person at a shopping centre and provides that person with a brochure detailing its product offerings, the retailer is legally obliged to obtain that person’s name.

The ECCC noted these issues and considered the purpose for which these records may currently be collected under clause 2.6(3). The ECCC could not discern a persuasive reason to require a retailer to keep these types of records. The ECCC considered whether these records may be necessary for complaints handling purposes. However, clauses 2.9(1) and clause 13.3 already require an electricity marketing agent and retailer to keep records of any complaints received.

The ECCC agreed that clause 2.6(3) should be deleted. As clause 2.6(4) simply clarifies that clause 2.6(3) does not apply where an electricity marketing agent contacts a customer in response to a customer request or query, it is logical for it to be deleted in addition to clause 2.6(3).

### Recommendation 15

Delete clauses 2.6(3) and (4) from the Code.

## 5.8 Clause 2.9(2) – Record keeping

Clause 2.9(2) addresses the issue of record keeping. It requires an electricity marketing agent to keep records or other information that the electricity marketing agent is required to keep under the Code for at least 2 years.

Although clause 2.9(2) is included under the heading ‘Electricity marketing agent complaints’, the clause does not only relate to complaints but to any types of records.

The ECCC considered whether clause 2.9(2) should become a stand-alone clause to clarify the general nature of the record-keeping obligation and that a new heading should be inserted.

### Recommendation 16

Amend clause 2.9(2) to become a stand-alone clause to clarify the general nature of the record-keeping obligation.

## 5.9 Clarification of provisions that apply to the retailer and the electricity marketing agent

The ECCC is concerned that certain references in the Code to retailers apply to retailers and electricity marketing agents. Conversely, certain references to electricity marketing agents apply to electricity marketing agents and retailers. For example, standards of conduct clause 2.5(1) should apply to retailers in addition to electricity marketing agents.

The ECCC considered whether amendments should be made to insert the missing references.

### **Recommendation 17**

Replace references to 'retailers' and references to 'electricity marketing agents' with 'retailers and electricity marketing agents' as appropriate throughout the Code.

## 5.10 References to 'other party'

While the ECCC sought to clarify provisions in the Code that apply to retailers and electricity marketing agents (as per Recommendation 17 above), the ECCC also considered a related matter - references to 'other party' in the Code. These references appear to be a hangover from when the Code purported to apply to consumer representatives (i.e. marketers who act on behalf of consumers rather than retailers). These have been removed, as the definition of 'electricity marketing agent' no longer includes consumer representatives. Further, there is an issue with enforcement. It is difficult to see how the Authority could meaningfully enforce the Code against a party other than a retailer.

### **Recommendation 18**

Delete all instances of 'other party' from the Code.

## 6 Part 4 - Billing

### 6.1 Information on a customer's bill

Some ECCC members raised concerns regarding the amount of information that retailers are required to include on a customer's bill.

This concern was recently highlighted by the National Energy Affordability Roundtable<sup>9</sup> (**the Roundtable**) in its report to the Standing Council on Energy and Resources (**SCER**)<sup>10</sup> in May 2013. The report stated that there was agreement among stakeholders that there is too much information on energy bills, and recommended that the SCER and retailers undertake a review of the customer energy bill format and bill information requirements.

The ECCC was interested to understand whether customers feel there is too much information included on bills and whether this makes it difficult for customers to find the information they require. The Draft Review Report contained the question "Are there any bill content requirements that should be removed from the Code?" As a result of considering the responses to this question, as well as considering the practical difficulties surrounding other bill requirements, the ECCC makes the following four recommendations:

Amend 4.5(1) so that the account period only needs to be included on the bill if the account period is different from the supply period. This is because the account period and supply period are usually the same.

#### **Recommendation 19**

Amend 4.5(1) so that the account period only needs to be included on the bill if the account period is different from the supply period.

Some retailers described the difficulty meeting certain bill contents requirements in instances where the customer receives a single bill for electricity supplied at two or more premises, or where a customer is supplied by a retailer at multiple sites on the same premises. It is difficult for the retailer to list the average daily cost of consumption and average daily consumption on the bill for these customers.

#### **Recommendation 20**

Create a definition of 'collective customer' and amend clause 4.5(1) so that bills for collective customers are not required to show the average daily cost of consumption, average daily consumption or a graph of consumption or amount due.

Clause 4.5(h) requires a retailer to include the relevant tariffs on a bill. The ECCC considered whether the clause should be re-worded to say 'applicable tariffs' instead of 'relevant tariffs'.

<sup>9</sup> The Roundtable was hosted by the Australian Energy Ombudsmen, the Energy Retailers Association of Australia and the Australian Council of Social Service.

<sup>10</sup> The Standing Council on Energy and Resources is chaired by the Commonwealth and is comprised of energy and resources Ministers from the states, territories and New Zealand.

**Recommendation 21**

In clause 4.5(1)(h), amend “relevant tariffs” to “applicable tariffs”.

Clause 4.5(1)(b) requires a retailer to include the procedures referred to in clause 4.6(1)(c) on the bill for a customer that has a Type 7 connection point. The ECCC considered that it would be more useful for the customer if bill instead showed the calculation of the tariffs in accordance with the procedures in clause 4.6(1)(c).

**Recommendation 22**

Amend clause 4.5(1)(b) to require the bill for a customer with a Type 7 connection point to show the calculation of tariffs in accordance with the procedures in clause 4.6(1)(c).

## 6.2 Average daily cost of electricity consumption

As a result of the last Code review, a definition of ‘consumption’ was inserted into the Code. The definition is as follows:

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

The ECCC is aware that some retailers include the average daily cost of electricity consumption on their bills, but included in the calculation of the “average daily cost of electricity consumption” are other charges that are consumption-related. These consumption-related charges include:

- Supply charge
- Renewable Energy Buyback credits
- Renewable Energy Buyback application fee
- Feed In Tariff credits
- Account establishment fee
- GST

The ECCC considered whether clause 4.5(1)(m) should be amended to refer to “the average daily cost of consumption including charges ancillary to the consumption of electricity”.

**Recommendation 23**

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

the average daily cost of ~~electricity~~ **consumption** including charges ancillary to the consumption of electricity

## 6.3 Information on how to read a meter

Clause 4.6(2) requires a retailer to provide information to a customer that explains how to read a meter. The ECCC understands that in many instances it is the network operator that provides this information to customers e.g. in the form of a self read card. There is not, however, an obligation in the Code for distributors to provide this information to customers. The ECCC therefore recommends that clause 4.6 be amended to reflect current industry practice.



**Recommendation 24**

Amend clause 4.6 as follows:

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

## 6.4 Final bill

### 6.4.1 Refund after a final bill

Clause 4.14(2) requires a retailer to repay any amount that the account is in credit when an account is closed. There is no time limit set for the repayment. The ECCC considered that this issue needs to be addressed, and recommends that a time limit of 12 business days be introduced, which is consistent with the timeframe for providing a refund after an overcharge.

**Recommendation 25**

Introduce a 12 business day time limit regarding the refund of credit after a final bill.

### 6.4.2 Transfer of credit after a final bill

The ECCC has noted that the Code does not permit a customer to transfer any credit from their closed account to their new account. The ECCC considered that flexibility in this regard could be convenient for customers.

**Recommendation 26**

Amend clause 4.14(2) to allow a retailer to transfer a credit to another account if requested by a customer.

### 6.4.3 Notification of undercharges

Clause 4.17 sets out the requirements for the retailer in the circumstance of a customer being undercharged. Subclause (c) requires the retailer to “*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*”. The ECCC notes that the issuing of a separate bill can be confusing for customers. In addition, the requirement to list the amount as a separate item on the bill (if notifying the customer in the next bill) presents various practical difficulties for the retailer. These difficulties could be avoided by giving flexibility to the retailer to notify the customer of the undercharge via other methods (such as via telephone or email).

The ECCC agreed to recommend that clause 4.17(2)(c) be amended so that notification of the amount to be recovered is to be made no later than the next bill (but the method of this notification is not specified).



**Recommendation 27**

Amend clause 4.17(2)(c) as follows:

notify the customer ~~list of~~ the amount to be recovered ~~as a separate item in a special bill or in~~ no later than the next bill, together with an explanation of that amount;

#### 6.4.4 *Use of credit or overcharge to off-set debt*

The ECCC considered the issue that if a customer owes a retailer a debt under one or more contracts with that retailer, there is currently no ability to off-set that debt before a credit or an overcharge is repaid to a customer. Some retailers believe it is not in the interest of a customer to be disconnected or to have their credit rating reported for an outstanding debt when that debt could be totally or partially offset by the credit.

**Recommendation 28**

Include off-set provisions within clauses 4.14, 4.18 and 4.19.

### 6.5 Overcharging and bill adjustments

Clauses 4.18 (overcharging) and 4.19 (adjustments) state that if an overcharged amount or adjustment in favour of the customer is \$75 or more, the retailer must ask the customer whether they want the amount credited to their account or refunded. If the retailer does not receive instructions from the customer within 20 business days, the retailer can credit the amount to the customer's account.

The ECCC understands the majority of customers do not respond within 20 business days and are therefore credited the amount on the bill. However, this does not occur until after the 20 business day period. The ECCC considered whether an overcharge or an adjustment in favour of a customer for amounts of \$75 or more should be automatically credited to the customer's account unless the customer requests a refund within 5 business days of being notified of the overcharge or adjustment.

**Recommendation 29**

Amend the '20 business days' in clauses 4.18(4) and 4.19(4) to '5 business days' and delete the comma in clause 4.19(4) that appears after the words "under subclause (2)" as it could be interpreted as requiring the credit adjustment within 5 working days.

## 7 Part 5 - Payment

### 7.1 Direct debit

Clause 5.3, which relates to 'direct debit', appears to mix up the process for commencing the direct debit arrangement and the process for the retailer to take each payment from the customer's account. In addition, there is no definition of 'direct debit' in the Code. The ECCC therefore makes the next two recommendations.

#### Recommendation 30

Amend clause 5.3 as follows:

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

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

#### Recommendation 31

Insert a definition for 'direct debit facility' in the Code as follows:

"direct debit facility" means an arrangement offered by a **retailer** to automatically deduct a payment from a **customer's** nominated account and entered into with a **customer** in accordance with clause 5.3.

### 7.2 Late payment fees

Clause 5.6(3) of the Code reads:

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.

The ECCC considered the following amendment may improve the clarity of this clause:

A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill ~~and~~ or more than 12 late payment fees in a year.

#### Recommendation 32

Amend clause 5.6(3) as follows:

A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill ~~and~~ or more than 12 late payment fees in a year.

### 7.3 Vacating a supply address

#### 7.3.1 Notice when vacating a supply address

The timeframes for giving notice are not consistent across legislation. Clause 5.7(1) of the Code requires a customer to give a retailer at least 3 business days notice prior to vacating the supply address. If the customer does not do this, the retailer can require the customer to pay for electricity consumed at the supply address for up to 5 days after the customer does give notice to the retailer.

The Energy Operators Powers Act s62(4) states that the liability for charges is 5 days; the Electricity Contract Regulations (reg 23) states that the notice required to terminate a contract is 5 days; and the Western Power Model Service Level Agreement provides 3 business days for customers in metropolitan areas and 5 business days for country areas.

It is preferable to have clear and consistent time periods specified for a customer to provide a vacating notice. Legal counsel have advised that in order to achieve consistency with the Energy Operators (Powers) Act and the Customer Contracts Regulations, the notice requirements in the Code could be simplified so that a customer is not liable for any charges if it gives not less than 5 days notice of its intention to vacate. This will involve a small dilution of customer protection (3 business days to 5 days). If so, clause 5.7(1) could be amended as follows:

#### 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—

- (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least **5 days** ~~3 business days~~ notice; or
- (e) 5 days after the **customer** gave notice, in any other case.

#### Recommendation 33

Amend clause 5.7(1)(d) by changing '3 business days' to '5 days'.

## 7.4 ACCC debt recovery guideline

As part of the 2011 Code review the ECCC sought to remove duplication between the Code of Conduct, Australian Consumer Law, Electronic Funds Transfer Code and other legislation. However, removal of the ACCC debt recovery guideline was not considered as part of the previous Code review and reference to it still appears in clause 5.8(1) as follows:

A **retailer** must comply with Part 2 of the Debt collection guideline for collectors and creditors issued by the Australian Competition and Consumer Commission concerning section 50 of the **Australian Consumer Law (WA)**.

The ECCC considered that compliance with the ACCC guideline should continue to be mandated as a retail licence condition under the Code given the existence of applicable law such as the Australian Consumer Law.

#### Recommendation 34

Delete clause 5.8(1) from the Code.

## 8 Part 6 – Payment Difficulties & Financial Hardship

The ECCC considered whether Part 6 of the Code is too prescriptive and, as a result, makes it more difficult for retailers to assist customers experiencing payment difficulties or financial hardship. The ECCC considered whether it would be beneficial to customers if the Code specified outcomes instead of prescribing processes. The Draft Review Report asked whether any clauses of Part 6 should be made less prescriptive. The ECCC has taken into account the benefit of less prescription when making the following recommendations in relation to Part 6 of the Code.

### 8.1 Assessments under clause 6.1

If a customer informs a retailer that they are experiencing payment problems, the retailer is required, under clause 6.1 of the Code, to assess whether the customer is experiencing payment difficulties or financial hardship. Clause 6.2 of the Code states that, for the purposes of clause 6.1, a retailer must not unreasonably deny a customer's request for a temporary suspension of actions,<sup>11</sup> provided the customer demonstrates they have made an appointment with a financial counsellor.

The current drafting of clauses 6.1 and 6.2 means it is not clear whether a retailer is able to put off the assessment in clause 6.1 in order for a customer to see a financial counsellor under clause 6.2.

The ECCC's legal counsel has offered the following amendment as a possible solution to this issue.

#### 6.1 Assessment

- (1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the retailer must (subject to clause 6.2) –
  - (a) within 3 **business days** assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
  - (b) if the **retailer** cannot make the assessment within 3 **business days**, refer the **residential customer** to an independent financial counsellor or **relevant consumer representative organisation** to make the assessment.
- (2) When undertaking the assessment required by subclause (1)(a), 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** (if any).
- (3) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

#### 6.2 Temporary suspension of actions

- (1) If a **retailer** refers a **residential customer** to an independent financial counsellor or **relevant consumer representative organisation** under subclause (1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.

<sup>11</sup> The Code defines 'temporary suspension of actions' as 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).

- (2) If, a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under ~~for the purposes of~~ clause 6.1, ~~and~~ 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)~~(3) A **temporary suspension of actions** must be for at least 15 **business days**.
- ~~(3)~~(4) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause ~~(2)~~(3) and the **residential customer** or **relevant consumer representative organisation** requests additional time, a **retailer** must give reasonable consideration to the **residential customer's** or **relevant consumer representative organisation's** request.

The ECCC also recommends that clauses 4.2(2)(b) and 5.6(4) be amended as follows:

**Clause 4.2(2)(b):**

- (b) the assessment carried out ~~by the retailer~~ under clause 6.1 indicates to the **retailer**...

**Clause 5.6(4):**

- (4) If the **residential customer** has been assessed ~~by the retailer~~ as being in **financial hardship** pursuant to clause 6.1(1)...

**Recommendation 35**

Amend the Code to clarify the process where a retailer is unable to perform an assessment under clause 6.1 within 3 business days.

## 8.2 Customers already assessed for financial hardship / payment difficulties

The ECCC considered the scenario of a customer receiving a financial hardship assessment by an independent financial counsellor or relevant consumer representative organisation prior to approaching the retailer. The ECCC considered whether the retailer should be able to rely on the assessment performed by an independent financial counsellor or relevant consumer representative organisation for the purposes of clause 6.1 of the Code. This would mean that the retailer doesn't have to start the process from the beginning.

The ECCC agreed that it would be beneficial in terms of time, resources and convenience for the customer if the retailer is able to rely on the assessment performed by an independent financial counsellor or relevant consumer representative organisation for the purposes of clause 6.1.

**Recommendation 36**

Amend the Code to allow a retailer to use an independent financial counsellor's or relevant consumer representative organisation's assessment of a customer for the purposes of 6.1 in the situation where a customer has approached one of these prior to approaching the retailer.

### 8.3 Requirement to offer an instalment plan

Clause 6.4(1) requires the retailer to offer a customer experiencing either payment difficulties or financial hardship additional time to pay a bill as well as an instalment plan. The ECCC understands that many customers contact their retailer requesting additional time to pay their bill, which may be an indication that a customer is experiencing either payment difficulties or financial hardship. However, a number of customers making these requests are satisfied with additional time to pay their bill and do not require further assistance. The ECCC therefore recommends that if the retailer is able to grant this request, then the retailer does not have to offer an instalment plan to a customer who is experiencing payment difficulties. But if a customer who is experiencing payment difficulties requests an instalment plan, then the retailer must provide it.

There are no changes to the requirement for a retailer to offer a customer in financial hardship additional time to pay AND an instalment plan.

**Recommendation 37**

Separate out the requirements in 6.4(1) so that customers in payment difficulties are offered additional time to pay and, if requested by the customer, a payment plan.

### 8.4 Requirements for instalment plans

Clause 6.4(2) sets out the requirements for retailers when offering an instalment plan. As discussed at the start of this section, the ECCC considered these requirements were too prescriptive and reduced the flexibility of the retailer being able to offer a solution tailored to the customer. The ECCC also agreed the definition of instalment plan should be amended to refer to the purpose of the instalment plan.

**Recommendation 38**

Replace the list of requirements in 6.4(2) with less specific wording and amend the definition of an instalment plan.

### 8.5 Information about meters and/or tariffs

Clause 6.8(d) requires a retailer to advise a customer who is experiencing financial hardship of the different types of meters available to the customer and how to access them. The ECCC considered whether the different types of meters are necessarily something that would be of interest and importance to a customer experiencing financial hardship, and that perhaps it would be more relevant to their situation to be made aware of the different tariffs.

The ECCC agreed that this clause should provide the retailer with flexibility to inform the customer about different types of meters and/or tariffs, whichever is relevant to their situation.

**Recommendation 39**

Insert the words “and/or tariffs (as applicable)” in clause 6.8(d).

## 8.6 Energy efficiency audits

Under clause 6.8, a retailer is required to provide certain information to customers who are experiencing financial hardship, including “energy efficiency information available to the customer, including the option to arrange for an energy efficiency audit” (clause 6.8(e)). In 2012, the state government closed the Hardship Efficiency Program which offered the audits, therefore, this clause may need to be reviewed. Clause 10.4(b) also refers to energy efficiency audits.

### Recommendation 40

Delete clauses 6.8(e) and 10.4(b) to reflect the fact that free energy efficiency audits are no longer available as the Hardship Efficiency Program has been closed.

## 8.7 Financial Hardship Policies

### 8.7.1 Content requirements

Clause 6.10 sets out the obligation for a retailer to develop a hardship policy. In particular, clause 6.10(2) sets out the requirements for the policy itself, as follows:

- (2) The hardship policy must –
  - (a) be developed in consultation with **relevant consumer representative organisations**;
  - (b) provide for the training of staff –
    - (i) including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship**, energy efficiency auditors and field officers;
    - (ii) on issues related to **financial hardship** and its impacts, and how to deal with **customers** consistently with the obligation in subclause (c);
  - (c) ensure that **customers experiencing financial hardship** 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.

The ECCC considered whether all or part of clause 6.10(2) could become general requirements (i.e. not strictly requirements for the hardship policy contents), so that the hardship policy itself only contains information that is of interest to customers. For example, while clause 6.10(2)(b) requires a hardship policy to provide for the training of staff on issues related to financial hardship, this is not something that necessarily needs to appear in the policy.

The content requirements for hardship policies could then be specified in a new subclause. The ECCC considered the type of information that retailers should have to include in their hardship policies. This included things such as a statement encouraging customers to contact their retailer if a customer is having trouble paying



the retailer's bill and an overview of any concessions and grants that may be available to its customers. **Attachment 1** sets out the ECCC's recommended changes to the Code.

#### Recommendation 41

Amend clause 6.10 so that there are separate requirements for a financial hardship policy and for internal hardship procedures.

### 8.7.2 Special information needs

Clause 10.11 requires the inclusion of information regarding TTY and multi-lingual services on the bill, reminder notice and disconnection warning as follows:

#### 10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **residential customer** on request, at no charge, services that assist the **residential customer** in interpreting information provided by the **retailer** or **distributor** to the **residential customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, where appropriate, a **distributor** must include in relation to **residential customers** –
  - (a) the **telephone** number for their **TTY** services;
  - (b) the **telephone** number for independent multi-lingual services; and
  - (c) the **National Interpreter Symbol** with the words "Interpreter Services",
 on the –
  - (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**);
  - (e) **reminder notice**; and
  - (f) **disconnection warning**.

The ECCC considers it is appropriate for this information to also be included in financial hardship policies. The ECCC agreed, however, that the requirement should appear in clause 6.10 (which sets out the other requirements for financial hardship policies) rather than clause 10.11.

The ECCC recommends a new subclause be added to clause 6.10 as follows:

#### 6.10 Pre-payment meters

[...]

- (2) The hardship policy must –

[...]

- (d) be available in large print copies and include:

- (i) the National Interpreter Symbol with the words "Interpreter Services"
- (ii) information on the availability of independent multi-lingual services; and
- (iii) information on the availability of **TTY** services; and

#### Recommendation 42

Amend clause 6.10 to specify that information regarding TTY and multi-lingual services are to be included in a financial hardship policy.



## 9 Part 7 - Disconnection

### 9.1 Emergency number at the cost of a local call

Clause 7.5(a) (Disconnections for emergencies – general requirements) requires a distributor to provide a 24 hour emergency line at the cost of a local call. The ECCC understands that distributors are unable to comply with this clause if a customer calls the number using a mobile phone.

In April 2012, the Australian Communications & Media Authority (**ACMA**) made an in-principle decision to put in place new arrangements so that from 1 January 2015, calls to 1800/13 numbers from mobile phones will be free or the cost of a local call. The ACMA is currently considering public submissions it received on the issue from consultation in June 2013.

Given it is not currently possible for licensees to comply with this clause if a customer calls the emergency line using a mobile phone, the ECCC considered the clause should be amended to exclude mobile phones.

#### **Recommendation 43**

Amend clause 7.5(a) to specify that the requirement does not apply to calls from mobile phones.

### 9.2 Limitations on Disconnection

Clause 7.6 sets out the general limitations on disconnections as follows:

#### **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 disconnect a customer's supply address—
- (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;
  - (d) after 3.00 pm Monday to Thursday;
  - (e) after 12.00 noon on a Friday; and
  - (f) on a Saturday, Sunday, public holiday or on the business day before a public holiday,

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 paragraphs (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.

As this clause is currently drafted, both a retailer and distributor would be in breach of the Code in the situation where a retailer requested a distributor to disconnect a customer, but the customer had an unresolved complaint lodged with the Ombudsman. The ECCC considered whether it is appropriate for a distributor to be in breach in such a scenario.

The ECCC recommends that the Code be amended so that a retailer and distributor would only be precluded from disconnecting a customer's supply address if they have

prior knowledge that the customer had made a complaint to the retailer or distributor (as applicable) or the Energy Ombudsman.

#### Recommendation 44

Amend clause 7.6 so that a retailer and distributor would be precluded from disconnecting a customer's supply address only if they have prior knowledge that the customer had made a complaint to the retailer or distributor (as applicable) or the Energy Ombudsman.

## 9.3 Life support

### 9.3.1 Information provided by the retailer

Clause 7.7(1)(c) requires a retailer to notify a distributor, amongst other matters, of the life support equipment type. The ECCC considered whether the equipment type is relevant to the distributor and if therefore this information is being provided unnecessarily. The ECCC agreed that as long as the distributor received notification that supply address requires life support equipment, further detail of the equipment was not necessary.

#### Recommendation 45

Delete 'life support equipment from clause 7.7(1)(c).

### 9.3.2 Timing of life support application

The ECCC notes that clause 7.7(2)(b)(ii) does not permit a life support application to be submitted earlier than the next day once the retailer has received notification from a customer that they require life support equipment. Clause 7.7(2)(b)(ii) reads:

#### 7.7 Life Support

- (2) If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer** of a change of the **customer's supply address**, contact details, **life support equipment** or that the **customer's supply address** no longer requires registration as a **life support equipment** address, the **retailer** must –
  - (a) register the change of details;
  - (b) notify the **customer's distributor** of the change of details –
    - (i) that same day, if the notification is received before 3pm on a **business day**; or
    - (ii) the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
  - (c) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.

To amend this unintended consequence, the words "by no later than" could be inserted at the commencement of clause 7.7(2)(b)(ii). The same scenario exists in clause 7.7(1)(c)(ii).

#### Recommendation 46

Insert the words "by no later than" at the commencement of clause 7.7(1)(c)(ii) and 7.7(2)(b)(ii).

### 9.3.3 Commencement of a distributor's obligation

The ECCC considered whether, for the purposes of consistency a distributor's obligations in relation to life support customers should commence as soon as the distributor receives notification, instead of some obligations commencing only once the distributor has registered the customer's supply address on the life support register.

#### Recommendation 47

Amend the life support clauses so that a distributor's obligations commence as soon as notification is received.

### 9.3.4 Electronic acknowledgement by life support customers

Clause 7.7(3)(d) requires a distributor to use best endeavours to obtain verbal or written acknowledgement from a customer, or someone residing at the supply address, that a notice of a planned interruption has been received. Clause 7.7(3)(d) is as follows:

- (3) Where a **distributor** has been informed by a **retailer** under subclause (1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, or of a change of details notified to the **retailer** under subclause (2), the **distributor** must –
  - [...]
  - (d) prior to any planned **interruption**, provide at least 3 **business days** written notice to the **customer's supply address** (the 3 days to be counted from the **date of receipt** of the notice), and use best endeavours to obtain verbal or written acknowledgement from the **customer** or someone residing at the **supply address** that the notice has been received.

The ECCC considered that it would be beneficial to customers and industry to allow a customer's acknowledgement to be provided electronically (e.g. via email or text).

#### Recommendation 48

Amend the Code to allow customers to be able to provide the acknowledgement required under clause 7.7(3)(d) by electronic means such as text and email.

### 9.3.5 No contact requested by life support customers

In relation to the confirmation required from a customer under clause 7.7(3)(d), the ECCC notes that some customers have been requesting their distributor not to contact them to seek this confirmation. As the Code is presently drafted, customers are not able to give their consent to not be contacted. The ECCC considered whether it is appropriate that a customer should be able to 'opt out' of having to provide this confirmation and agreed to recommend that customer's should have this right, but that the distributor must receive an express written request from the customer.

#### Recommendation 49

Amend the Code to allow customers to 'opt out' of having to provide the confirmation under clause 7.7(3)(d), but only if the distributor has received an express written request from the customer.

### 9.3.6 *Where notice of interruption has already been provided*

As the Code is presently drafted, there is an inconsistency between clauses 7.7(3)(d) and 7.7(4). Under clause 7.7(3)(d), a distributor can seek the necessary confirmation from “the customer or someone residing at the supply address”. Under clause 7.7(4), the distributor must try and contact the customer prior to the planned interruption (i.e. there is no option for the distributor to contact ‘someone residing at the supply address’).

7.7(4) reads as follows:

- (4) Where the **distributor** has –
- (a) already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address**; and
  - (b) has been informed by a **retailer** under subclause 7.7(1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**,
- the **distributor** must use best endeavours to **contact** that **customer** prior to the planned **interruption**.

The ECCC considered it to be appropriate for the words “*or someone residing at the supply address*” be added to clause 7.7(4) to make it consistent with clause 7.7(3)(d).

#### **Recommendation 50**

Insert the words “*or someone residing at the supply address*” into clause 7.7(4).

### 9.3.7 *Re-certification*

The use of the definition ‘re-certification’ in clause 7.7(5)(a) means this clause will not capture the initial certification that the customer provided. From a technical point of view, the customer will have to provide medical confirmation at the first 12 month anniversary as the customer couldn’t have previously provided ‘re-certification’. The definition of ‘re-certification’ refers to a customer that ‘continues’ to require life support equipment, which implies that the customer has at some stage in the past provided medical confirmation that they require life support equipment.

#### **Recommendation 51**

Amend clause 7.7(5)(a)(ii) as follows:

if the **customer** has not provided [the initial certification or re-certification](#) from an **appropriately qualified medical practitioner** within the last 3 years, request that the **customer** provide that **re-certification**.

## 10 Part 9 – Pre-payment meters (PPMs)

### 10.1 PPMs - general

Part 9 of the Code sets out the requirements for PPMs. These requirements include the technical features of the PPMs that provide specific protections and entitlements to customers.

The PPM must show the up-to-date positive or negative account balance and whether it is operating in normal or emergency credit mode. The PPM service must disconnect only at specified days and times. The PPM must be capable of reporting back to the retailer information about disconnections and must be able to re-commence supply as soon as a payment is received into the account.

At present, no retailer has been able to source a model of PPM that, along with its back-office support, complies with the current Code's technical requirements.

#### Comparison with smart meters now in use

The ECCC made a preliminary comparison between the technical requirements for PPMs in the current Code and the specifications of smart meters now being used in the Perth Solar City trial. The aim of the comparison was to see whether, in theory, the smart meters could be converted to operate as pre-payment meters. Overall, the investigation showed that the smart meters do not meet the Code requirements, particularly the capability to provide a positive or negative financial balance, to operate in normal or emergency credit and to give information about disconnections and to restore supply after a payment to the account. For these requirements to be met, there would have to be "back office" changes and possible firmware changes to the meters.

#### Comparison with NECF

The above technical requirements of the PPM are generally mirrored in the NECF. The NECF has an additional obligation that the PPM must display the current consumption information in both KWh or MJ and dollars (regulation 129). Under both jurisdictions, the PPM must be able to disconnect only at certain times and days, although there are minor differences in the detail of when. Both require the PPM to be capable of reporting back to the retailer information about disconnections and must be able to re-commence supply as soon as a payment is received into the account.

**Attachment 4** shows a comparison between the Code's PPM requirements and those in the NECF<sup>12</sup>. Please note the comparison table does not capture the reverse cross-check (NECF provisions that have no equivalent in the Code), apart from the occasional relevant note.

#### Customer preferences

The ECCC understands that PPMs are the preferred type of meter in many regional and remote communities in WA. Residents of these communities have limited ability to manage credit accounts. Where customers have neither credit cards or the internet, there may be no method of paying an account. The existing card-type PPM has proven popular, and has caused fewer disconnections than credit accounts.

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<sup>12</sup> The NECF comprises the provisions of the National Energy Retail Law (NERL) and the National Energy Retail Rules (NERR).

The current grandfathering provisions within the Code mean that a PPM meter that has been damaged or destroyed cannot be replaced. This is because, when a previously grandfathered PPM “is upgraded or modified for any reason (other than the initial installation)”, it must comply with the requirements of Part 9 of the Code (and as mentioned above, a Code compliant PPM is yet to be sourced). This is causing frustration for some residents who want to continue using a PPM after theirs has been damaged or destroyed but discover they have to return to using a regular credit meter.

The current grandfathering provisions have also led to the problem that in some communities there are customers who have PPMs and others who are on regular credit meters. This has occurred in communities that have expanded since the grandfathering restrictions came into being. Even if a resident wants to have a PPM, the Code prevents them from having one. This situation is seen to create inequity in communities.

In light of this information, the ECCC considered that the PPM requirements are having unintended and unwanted consequences. The ECCC therefore recommends that existing PPMs and any other PPMs installed up until 1 July 2014 be grandfathered.

#### **Recommendation 52**

Amend the Code so that all pre-payment meters that are installed up until 1 July 2014 will be grandfathered.

## **10.2 Information to be provided at time of entering PPM contract**

Clause 9.3(2) requires the retailer to provide the required information “at the time” a residential customer enters into a PPM contract. This requirement is achievable in Town Reserve Regularisation Project (TRRP) areas as well as Aboriginal Remote Community Power Supply Project (ARCPSP) areas, but is not achievable for all customers who move into community housing after the project is completed. The ECCC therefore recommends that a timeframe of 10 business days be added to subclause 9.3(2).

#### **Recommendation 53**

Amend clause 9.3(2) to allow the information listed in the subclauses to be provided within 10 business days (instead of at the time of entering into a PPM contract).

## **10.3 Changes to recharge facilities**

Clause 9.3(3)(e) requires the recharge operator's details be placed adjacent to the meter. Industry practice has been to provide PPM customers with the details of a number of recharge operators in each community or town. However, given these operators change from time to time, a retailer is not able to keep the information adjacent to the meter current. The ECCC considered therefore the requirement in subclause 9.3(3)(e) should be deleted and instead a requirement added to the Code for the retailer to:

- (1) provide the details of the recharge facilities to the PPM customer within 10 business days of entering into a PPM contract; and
- (2) notify a PPM customer in writing or by electronic means if the recharge facilities available to the residential customer change from the recharge facilities that were available when the PPM customer entered the contract.

**Recommendation 54**

Delete clause 9.3(3)(e) (requirement to include details of recharge facilities on or directly adjacent to the PPM), insert a requirement in clause 9.3(2) that details of initial recharge facilities will be given to the customer within 10 business days of entering into the contract and insert a new clause requiring the retailer to write to the customer if the recharge facilities change.

**10.4 Reversion requirements**

Clause 9.4(5) requires a retailer to notify a customer when the 'no charge meter reversion period' is coming to an end. The ECCC considered it may be more appropriate if this date is given to the customer within 10 business days (as per Recommendation 53) of a customer entering into a PPM contract.

Clause 9.4(6) requires information in subclauses (1) and (5) to be provided in writing or by electronic means. Subclause (1) already specifies that the information in subclause (1) must be provided in writing or by electronic means, so if subclause (5) is to be deleted, subclause (6) may also be deleted.

**Recommendation 55**

Delete clauses 9.4(5) and (6) and replace them with an obligation on a retailer to notify the customer of the no charge meter reversion period at the time the customer requests a PPM service.

**10.5 PPMs and life support equipment**

Clause 9.5 sets out requirements and restrictions for PPM services in relation to customers who use life support equipment. The ECCC noted the concern expressed by some industry representatives that the absence of any reference to clause 7.7 within clause 9.5 means that a PPM customer or prospective PPM customer may be able to claim the status of being a life support customer without meeting the medical certification requirements set out in clause 7.7. The ECCC agreed to amend the clause to remove this doubt.

**Recommendation 56**

Amend clause 9.5(1) as follows:

- (1) If a **pre-payment meter 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 not provide a **pre-payment meter service** at the **customer's supply address** **and** **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 **pre-payment meter customer** notifies a **retailer** that a person residing at the **supply address** depends on **life support equipment**, the **retailer** must, or must immediately arrange to –~~
- [...]



## 10.6 PPM reversion and life support equipment

Clause 9.5(3) sets out the timeframes within which a distributor must revert a PPM upon request by a retailer following a customer notifying the retailer that they depend on life support equipment. The clause reads:

### Clause 9.5(3)

If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (2), the **distributor** must revert the **pre-payment meter** at the **customer's supply address** as soon as possible and in any event no later than –

- (a) for **supply addresses** located within the **metropolitan area** –
  - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
  - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
- (b) for **supply addresses** located within the **regional area** –
  - (i) within 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**.

Horizon Power expressed its concern that in areas where road access may hinder or prevent access, such as Kalumburu, Yungngora, Ardyaloon and Beagle Bay, compliance with the 5 and 6 business day timeframes in clause 9.5(3)(b) could require chartering a plane, at considerable expense.

The ECCC agreed to amend the time limits for satisfying the reversion obligations in regional areas to 10 business days.

### Recommendation 57

Amend the timeframes in subclauses 9.5(3)(b) from 5 and 6 business days to 9 and 10 business days respectively.

## 10.7 Duplication of requirements

The ECCC noted that clauses 9.6(c)(i) and (ii) appear to be saying the same thing. Clause 9.6 reads:

### 9.6 Requirements for pre-payment meters

A retailer must ensure that a pre-payment meter service –

- (a) only **disconnects** supply to the **pre-payment meter customer** –
  - (i) between the hours of 9.00am and 2.00pm on a **business day**; or
  - (ii) where the **pre-payment meter** has no credit left and the **pre-payment meter customer** has incurred a debt of \$20 or more for the supply of electricity from the **pre-payment meter**,
- (b) is capable of informing the **retailer** of –
  - (i) the number of instances where a **pre-payment meter customer** has been **disconnected**; and
  - (ii) the duration of each of those **disconnections** referred to in subclause (b)(i), at least every month,
- (c) is capable of recommencing supply and supply is recommenced –
  - (i) as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made; and
  - (ii) as soon as possible after payment to the account has been made.

The ECCC agreed to remove the redundancy by deleting clause 9.6(c)(ii).



**Recommendation 58**

Delete clause 9.6(c)(ii) .

The ECCC also agreed that the clarity of clause 9.6(a) could be improved, and therefore recommends that it is amended.

**Recommendation 59**

Replace the wording in clause 9.6(a) with the following:

*Pre-payment meter customers* will have access to emergency credit of \$20 at any time. Once the emergency credit is used the *pre-payment meter service* will be *de-energised*.

## 10.8 PPMs and debt recovery

Concern was expressed that the current debt provisions can put PPM customers into a 'debt trap' which can lead to more frequent disconnections. The credit retrieval, overcharging and undercharging provisions for PPMs are set out in clause 9.10. The debt recovery provisions are set out in clause 9.11 as follows:

**Clause 9.11.**

Where a *customer* owes a debt to a *retailer*, the *retailer* may only adjust the tariff payable by a *pre-payment meter customer* to recover any amount owing at a maximum of \$10 on the first day and then at a rate of no more than \$2 per day thereafter, unless otherwise authorised by an applicable law.

The ECCC considered analysis conducted by industry that showed various scenarios of usage payments and debt recovery patterns for PPMs under the Code. The analysis appeared to confirm that the debt recovery provisions of clause 9.11 result in a high number of disconnections.

In its 2011 review of the Code, the ECCC considered the matter of debt trap. To avoid this situation, it recommended that the provision be added to clause 9.11 to allow a retailer to recover an amount owing by an initial maximum of \$10.

The ECCC has agreed that this addition has not rectified the issue of debt and recommends that clause 9.11 be deleted.

**Recommendation 60**

Delete clause 9.11.

Clause 9.7(d) is as follows:

A **retailer** must ensure that –

[...]

the minimum amount to be credited by a **recharge facility** does not exceed 10 dollars per increment.

This clause sets the minimum recharge value a customer can buy when using the PPM recharge facility. The ECCC was concerned that the minimum amount of \$10 is causing confusion among PPM customers, because \$10 may not be enough to clear a debt (emergency credit) owing on the meter. This debt can be as much as \$20.

To ensure that this debt is cleared each time the recharge facility is used, the amount in clause 9.7(d) should be amended from \$10 to \$20.

**Recommendation 61**

Amend the amount in clause 9.7(d) from \$10 to \$20.

## 11 Part 12 – Complaints and dispute resolution

### 11.1 Complaints and marketing

Clause 12.1(2)(c) states that a complaints handling process must “detail how the retailer will handle complaints about the retailer or marketing”.

In addition to complaints about the retailer and marketing, the ECCC considers this clause should also include complaints about electricity marketing agents. An ‘electricity marketing agent’ is defined in clause 1.5 of the Code.

**Recommendation 62**

Amend clause 12.1(2)(c) to include complaints about electricity marketing agents.

## 12 Part 13 – Record keeping

### 12.1 Format of Part 13

Part 13 of the Code sets out the record keeping and reporting requirements for retailers and distributors. The ECCC considered whether there is duplication of reporting requirements under the Code and electricity licences. Clause 16.1 of electricity licences states:

*The licensee must provide to the Authority any information that the Authority may require in connection with its functions under the Act in the time, manner and form specified by the Authority.*

The Authority's Electricity Compliance Reporting Manual (**Reporting Manual**)<sup>13</sup> includes a set of tables that retailers and distributors are required to complete each year. The tables incorporate all of the data records that are currently included in Part 13 of the Code, as well as data that is required under other regulatory instruments. Each year, the Authority publishes a set of datasheets that enable retailers and distributors to provide to the Authority the data required under the Reporting Manual. The Authority also publishes separate handbooks that provide guidance to retailers and distributors on how to complete the datasheets.

The ECCC considered whether the requirement for each retailer and distributor to prepare and publish a report setting out the information currently required under Part 13 of the Code be moved to the Reporting Manual. The Reporting Manual could include pro-forma report templates for retailers and distributors to complete at the same time as they prepare the datasheets. Under this proposal, the obligations to provide a copy of the report to the Authority and the Minister for Energy (Part 13.17(3)), and to publish a report by 1 October each year would also be moved to the Reporting Manual. The advantage of this approach is that retailers and distributors could complete the datasheets and the report at the same time, and with the same source data. The completed datasheets and report could then be provided to the Authority together, with a copy of the report being provided to the Minister at the same time.

Some ECCC members were concerned that the removal of reporting indicators from the Code would mean that licensees would no longer be able to have input into amendments to the indicators (i.e. via a public submission on Code amendments). It was recognised, however, that licensees could still liaise with the Authority regarding regulatory instruments such as the Reporting Manual.

The ECCC agreed to recommend that the reporting indicators be removed from the Code and that the Reporting Manual be the sole instrument to set out these indicators. The ECCC agreed that the requirement to prepare the report, as well as publishing it and providing a copy to the Minister, should remain in the Code, but that detail such as the due dates, should be specified in the Reporting Manual.

#### **Recommendation 63**

Delete the reporting indicators from Part 13 and amend the clauses in Division 4 of Part 13 by removing reference to due dates.

<sup>13</sup> The Electricity Compliance Reporting Manual is available on the Authority's website at <http://www.erawa.com.au/licensing/electricity-licensing/regulatory-guidelines/>

## 12.2 Complaints definitions

The reporting clauses (in Part 13 of the Code) refer to complaints being “concluded” whereas the service standard payment clauses (in Part 14 of the Code) refer to complaints being “responded to”. Other clauses refer to complaints being “resolved” or “unresolved”.

Instances of the words **respond/responding**, **resolved/unresolved** and **concluded** in the Code have been identified as follows:

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

### 5.6 Late payments

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

[...]

(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

### 7.6 General limitations on disconnection

Except if **disconnection**—

[...]

a **retailer** or a **distributor** must not arrange for **disconnection** or **disconnect** a **customer’s supply address**—

(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**;

### 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) [...]

(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**—

### 13.3 Customer complaints

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

[...]

(d) the time taken for the **complaint** to be **concluded**;

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

(f) the percentage of **complaints** from **business customers** **concluded** within 15 **business days** and 20 **business days**.

### 13.7 Pre-payment meters

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

[...]

(d) the time taken for the **complaint** to be **concluded**;

(e) the percentage of **complaints** from **pre-payment meter customers** other than those **complaints** specified in clause 13.13(1)(a) **concluded** within 15 **business days** and 20 **business days**;

### 13.10 Customer complaints

(1) A **distributor** must keep a record of—

[...]

(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**.

**13.13 Pre-payment meters**

(1) A **distributor** must keep a record of—

[...]

(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**.

**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 14.6, 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.

**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 14.6, 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.

The ECCC agreed there is value in using consistent terminology for actions which the retailer and distributor must take when a customer complains. There is also value in defining the terms used in these clauses.

The ECCC agreed that the terms “concluded” and “resolved” are both used to describe the end of a complaint process. The term “resolved” should be defined. The ECCC notes that as a result of Recommendation 63 (delete Part 13 in its entirety), the word “concluded” will no longer appear in the Code

The ECCC agreed that the term “resolve” should be defined using the principles of Australian Standard AS ISO 10002-2006<sup>14</sup>. This principle makes clear that a complaint can be resolved, even if it has not been to the customer's satisfaction, provided all of the processes in the organisation have been exhausted. Clause 12.1(2)(a) of the Code requires a retailer's or distributor's complaints handling process to comply with Australian Standard AS ISO 10002-2006.

The proposed definition is:

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

The above definition of ‘resolved’ only refers to the handling of complaints by a retailer or a distributor – it does not apply to complaints made to the electricity ombudsman or another external dispute resolution body. Clause 5.6(c) and 7.6(c) both refer to the electricity ombudsman and clause 7.6(c) refers to ‘another external dispute resolution body’. Therefore, following the creation of the definition of ‘resolved’, further amendments are required to clause 5.6(c) and 7.6(c). The ECCC recommends clause

<sup>14</sup> Australian Standard: Customer Satisfaction – Guidelines for complaints handling in organizations.

5.6 be amended and clause 7.6 re-written as follows (Note: as a result of the amendment to clause 5.6(c), a new clause 5.6(2) has been created as a retailer would only be able to prevent the charging of a late payment fee once they are made aware of the complaint from the electricity ombudsman).

#### 5.6 Late payments

A **retailer** must not charge a **residential customer** a late payment fee if –

[...]

- (c) Subject to subclause (2) the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman** and the **complaint** ~~remains is not unresolved~~ by the **retailer** or is not determined or is upheld by the **electricity ombudsman** (if a **complaint** has been made to the **electricity ombudsman**). If the **complaint** is ~~resolved~~ determined by the **electricity ombudsman** in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or

[...]

- (2) where the **retailer** has charged a late payment fee in the circumstances set out in subclause (1)(c) because the **retailer** was not aware of the **complaint**, the **retailer** will not contravene subclause (1)(c) but must refund the late payment fee on the **customer's** next bill

#### 7.6 General limitations on disconnection

- (1) Subject to subclause (3), a **retailer** must not arrange for **disconnection** of a **customer's** **supply address** where:

- (a) a **complaint** has been made to the **retailer** directly related to the reason for the proposed **disconnection**; or
- (b) the **retailer** is notified by the **distributor**, **electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **distributor**, **electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body.

- (2) Subject to subclause (3), a **distributor** must not perform a **disconnection** of a **customer's** **supply address** –

- (a) where:

- (i) a **complaint** has been made to the **distributor** directly related to the reason for the proposed **disconnection**; or
- (ii) the distributor is notified by the retailer, electricity ombudsman or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **retailer**, **electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body; or

- (b) during any time:

- (i) after 3.00 pm Monday to Thursday;
- (ii) after 12.00 noon on a Friday; or
- (iii) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**.

unless –

- (iv) the **customer** is a **business customer**, and
- (v) the **business customer's** normal trading hours –
  - (A) fall within the time frames set out in subclause (b)(i) (ii) or (iii); and
  - (B) do not fall within any other time period; and
- (vi) it is not practicable for the distributor to perform the disconnection at any other time.

- (3) A **retailer** or a **distributor** may arrange for **disconnection** of a **customer's** **supply address** if the **disconnection**—

- (a) was requested by the **customer**, or
- (b) was carried out for **emergency reasons**.

**Recommendation 64**

Insert a definition of 'resolved' as follows:

'Resolved' means the decision or determination made by the licensee with respect to the complaint, where the licensee, having regard to the nature and particular circumstances of the complaint, has used all reasonable steps to ensure the best possible approach to addressing the complaint.

**Recommendation 65**

Amend clauses 5.6 and 7.6 to allow for the situation where a complaint has been made to the Ombudsman or external dispute resolution body.

**Recommendation 66**

Delete the reference to 'query' in clauses 14.3 and 14.4.



## 13 Part 14 – Service standard payments (SSPs)

### 13.1 SSPs references to obligations

The ECCC noted that the obligation to respond to a customer's query or complaint is detailed in Part 14 (service standard payments) and not part 12 (complaints and dispute resolution). For greater transparency, the ECCC believes the compliance obligation should appear in Part 12 instead of Part 14, which would mean Part 14 only sets out the service standard payment. This would be consistent with the other clauses of Part 14, where the compliance obligation is set out elsewhere in the Code. For example, clause 14.1 sets out the SSP where connections are not performed within specified timeframes, with the timeframes being set out in Part 8 (Reconnection) of the Code.

The ECCC recommends that the timeframes for dealing with queries and complaints contained in clauses 14.3(1) and 14.4(1) should be moved to clause 12.1, by:

- inserting a new subclause (4) (Recommendation 67)
- deleting subclauses 14.3(1) and 14.4(1) (Recommendation 68)
- amending 14.3(2) and 14.4(2) (Recommendation 68)

#### Recommendation 67

Create a new subclause 12.1(4) as follows:

- (4) For the purpose of subclause (2)(b)(iii), a **retailer** or **distributor** must, on receipt of a written **complaint** by a **customer** –
- (a) acknowledge the **complaint** within 10 **business days**; and
  - (b) respond to the **complaint** by addressing the matters in the **complaint** within 20 **business days**

#### Recommendation 68

Delete subclauses 14.3(1) and 14.4(1) and amend 14.3(2) and 14.4(2) as follows:

~~14.3 (1) Upon receipt of a written query or **complaint** by a **customer**, a **retailer** must acknowledge the query or **complaint** within 10 **business days**; and respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.~~

~~(1)(2)~~ Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a ~~query or~~ **complaint** within the time frames prescribed ~~in under subclause (1) 12.1(4)~~, the **retailer** must pay to the **customer** \$20.

~~(2)(3)~~ The **retailer** will only be liable to make 1 payment of \$20, pursuant to subclause ~~(1) (2)~~, for each written ~~query or~~ **complaint**.

And:

~~14.4 (1) Upon receipt of a written query or **complaint** by a **customer**, a **distributor** must acknowledge the query or **complaint** within 10 **business days**; and respond to the query or **complaint** by addressing the matters in the query or **complaint** within 20 **business days**.~~

~~(1)(2)~~ Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a ~~query or~~ **complaint** within the time frames prescribed ~~under in subclause (1) 12.1(4)~~, the **distributor** must pay to the **customer** \$20.

~~(2)(3)~~ The **distributor** will only be liable to make 1 payment of \$20, pursuant to subclause ~~(1) (2)~~, for each written ~~query or~~ **complaint**.

**NOTE:** As a result of Recommendation 66, the word 'query' in clauses 14.3 and 14.4 has been deleted.

## ATTACHMENTS

## **Attachment 1 – Proposed new Code (track changes)**

***Code of Conduct for the Supply of Electricity  
to Small Use Customers ~~2012~~ 2014***

<b>PART 1 PRELIMINARY .....</b>	<b>5</b>
1.1 Title .....	5
1.2 Authority.....	5
1.3 Commencement.....	5
1.4 Interpretation.....	5
1.5 Definitions .....	5
1.6 Application .....	13
1.7 Purpose .....	13
1.8 Objectives .....	13
1.9 Amendment & Review.....	13
1.10 Variation from the Code .....	14
<b>PART 2 MARKETING.....</b>	<b>15</b>
<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>	<b>15</b>
2.1 Retailers to ensure electricity marketing agents comply with this Part .....	15
<b>DIVISION 2 – CONTRACTS.....</b>	<b>15</b>
2.2 Entering into contracts.....	17
<b>DIVISION 3 - INFORMATION TO BE PROVIDED TO CUSTOMERS .....</b>	<b>18</b>
2.3 Information to be given before entering into a contract.....	18
2.4 Information to be given at the time of or after entering into a contract .....	18
<b>DIVISION 4 – MARKETING CONDUCT .....</b>	<b>19</b>
2.5 Standards of Conduct.....	20
2.6 Contact for the purposes of marketing.....	20
<b>DIVISION 5 – MISCELLANEOUS.....</b>	<b>21</b>
2.7 Compliance .....	21
2.8 Presumption of authority .....	22
2.9 Electricity marketing agent complaints .....	22
<b>PART 3 CONNECTION .....</b>	<b>23</b>
3.1 Obligation to forward connection application .....	23
<b>PART 4 BILLING.....</b>	<b>24</b>
<b>DIVISION 1 – BILLING CYCLES.....</b>	<b>24</b>
4.1 Billing cycle*.....	24
4.2 Shortened billing cycle* .....	24
4.3 Bill smoothing.....	25
4.4 How bills are issued .....	26
<b>DIVISION 2 - CONTENTS OF A BILL .....</b>	<b>26</b>
4.5 Particulars on each bill .....	26
<b>DIVISION 3 - BASIS OF BILL .....</b>	<b>28</b>
4.6 Basis of bill.....	28
4.7 Frequency of meter readings.....	28
4.8 Estimations .....	29
4.9 Adjustments to subsequent bills .....	29
4.10 Customer may request meter reading .....	29
<b>DIVISION 4 – METER TESTING .....</b>	<b>29</b>
4.11 Customer requests testing of meters or metering data .....	29
<b>DIVISION 5 – ALTERNATIVE TARIFFS .....</b>	<b>30</b>

4.12	Customer applications.....	30
4.13	Written notification of a change to an alternative tariff .....	30
<b>DIVISION 6 – FINAL BILL .....</b>		<b>30</b>
4.14	Request for final bill.....	30
<b>DIVISION 7 – REVIEW OF BILL .....</b>		<b>31</b>
4.15	Review of bill .....	31
4.16	Procedures following a review of a bill.....	31
<b>DIVISION 8 – UNDERCHARGING, OVERCHARGING AND ADJUSTMENT .....</b>		<b>32</b>
4.17	Undercharging .....	32
4.18	Overcharging .....	32
4.19	Adjustments .....	33
<b>PART 5 PAYMENT .....</b>		<b>35</b>
5.1	Due dates for payment*.....	35
5.2	Minimum payment methods* .....	35
5.3	Direct debit.....	35
5.4	Payment in advance* .....	35
5.5	Absence or illness .....	35
5.6	Late payments .....	36
5.7	Vacating a supply address*.....	36
5.8	Debt collection .....	37
<b>PART 6 PAYMENT DIFFICULTIES &amp; FINANCIAL HARDSHIP .....</b>		<b>38</b>
<b>DIVISION 1 – ASSESSMENT OF FINANCIAL SITUATION .....</b>		<b>38</b>
6.1	Assessment .....	38
6.2	Temporary suspension of actions.....	38
6.3	Assistance to be offered.....	39
<b>DIVISION 2 – RESIDENTIAL CUSTOMERS EXPERIENCING PAYMENT DIFFICULTIES OR FINANCIAL HARDSHIP.....</b>		<b>39</b>
6.4	Alternative payment arrangements.....	39
<b>DIVISION 3 – ASSISTANCE AVAILABLE TO RESIDENTIAL CUSTOMERS EXPERIENCING FINANCIAL HARDSHIP.....</b>		<b>41</b>
6.5	Definitions .....	41
<i>Subdivision 1 - Specific assistance available .....</i>		<i>41</i>
6.6	Reduction of fees, charges and debt.....	41
6.7	Revision of alternative payment arrangements.....	41
6.8	Provision of information.....	41
6.9	Payment in advance.....	42
<i>Subdivision 2 – Hardship policy.....</i>		<i>42</i>
6.10	Obligation to develop hardship policy .....	42
<b>DIVISION 4 – BUSINESS CUSTOMERS EXPERIENCING PAYMENT DIFFICULTIES .....</b>		<b>44</b>
6.11	Alternative payment arrangements.....	44
<b>PART 7 DISCONNECTION.....</b>		<b>45</b>
<b>DIVISION 1 – CONDUCT IN RELATION TO DISCONNECTION.....</b>		<b>45</b>
<i>Subdivision 1 – Disconnection for failure to pay bill.....</i>		<i>45</i>
7.1	General requirements.....	45
7.2	Limitations on disconnection for failure to pay bill.....	45
7.3	Dual fuel contracts .....	46
<i>Subdivision 2 – Disconnection for denying access to meter .....</i>		<i>46</i>

7.4	General requirements.....	46
	<i>Subdivision 3 – Disconnection for emergencies.....</i>	<i>47</i>
7.5	General requirements.....	47
<b>DIVISION 2 – LIMITATIONS ON DISCONNECTION .....</b>		<b>47</b>
7.6	General limitations on disconnection .....	47
7.7	Life Support.....	49
<b>PART 8 RECONNECTION.....</b>		<b>52</b>
8.1	Reconnection by retailer* .....	52
8.2	Reconnection by distributor .....	52
<b>PART 9 PRE-PAYMENT METERS .....</b>		<b>54</b>
9.1	Application .....	54
9.2	Operation of pre-payment meter .....	54
9.3	Provision of mandatory information .....	54
9.4	Reversion.....	56
9.5	Life support equipment.....	57
9.6	Requirements for pre-payment meters .....	58
9.7	Recharge Facilities.....	58
9.8	Concessions .....	59
9.9	Meter testing .....	59
9.10	Credit retrieval, overcharging and undercharging .....	59
9.11	Debt recovery.....	60
9.12	Payment difficulties or financial hardship.....	61
9.13	Existing pre-payment meters.....	61
<b>PART 10 INFORMATION &amp; COMMUNICATION.....</b>		<b>63</b>
<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>		<b>63</b>
10.1	Tariff information .....	63
10.2	Historical billing data .....	63
10.3	Concessions .....	63
10.3A	Service Standard Payments.....	64
10.4	Energy Efficiency Advice.....	64
10.5	Distribution matters .....	64
<b>DIVISION 2 – OBLIGATIONS PARTICULAR TO DISTRIBUTORS .....</b>		<b>64</b>
10.6	General information.....	64
10.7	Historical consumption data .....	65
10.8	Distribution standards.....	65
<b>DIVISION 3 – OBLIGATIONS PARTICULAR TO RETAILERS AND DISTRIBUTORS .....</b>		<b>65</b>
10.9	Written information must be easy to understand.....	65
10.10	Code of Conduct.....	66
10.11	Special Information Needs .....	66
10.12	Metering.....	66
<b>PART 11 NOT USED.....</b>		<b>67</b>
<b>PART 12 COMPLAINTS &amp; DISPUTE RESOLUTION.....</b>		<b>68</b>
12.1	Obligation to establish complaints handling process .....	68

12.2	Obligation to comply with a guideline that distinguishes customer queries from customer complaints.....	69
12.3	Information provision.....	69
12.4	Obligation to refer complaint.....	69
<b>PART 13 RECORD KEEPING AND REPORTING .....</b>		<b>70</b>
<b>DIVISION 1 – GENERAL.....</b>		<b>70</b>
13.1	Records to be kept.....	70
<b>DIVISION 2 – RECORD KEEPING OBLIGATIONS PARTICULAR TO RETAILERS .....</b>		<b>71</b>
13.2	Affordability and access .....	71
13.3	Customer complaints.....	72
13.4	Compensation payments.....	73
13.5	Call Centre Performance.....	73
13.6	Supporting information .....	73
13.7	Pre-payment meters.....	73
<b>DIVISION 3 – RECORD KEEPING OBLIGATIONS PARTICULAR TO DISTRIBUTORS .....</b>		<b>74</b>
13.8	Connections.....	74
13.9	Timely repair of faulty street lights.....	74
13.10	Customer complaints.....	75
13.11	Compensation payments.....	75
13.12	Call centre performance .....	75
13.13	Pre-payment meters.....	76
13.14	Supporting information .....	76
<b>DIVISION 4 – REPORTING OBLIGATIONS.....</b>		<b>76</b>
13.15	Preparation of an annual report by retailers.....	76
13.16	Preparation of an annual report by distributors.....	76
13.17	Publication of reports by retailers and distributors .....	77
13.18	Provision of records to the Authority.....	77
<b>PART 14 SERVICE STANDARD PAYMENTS.....</b>		<b>78</b>
<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>		<b>78</b>
14.1	Facilitating customer reconnections .....	78
14.2	Wrongful disconnections .....	78
14.3	Customer service .....	78
<b>DIVISION 2 – OBLIGATIONS PARTICULAR TO DISTRIBUTORS .....</b>		<b>79</b>
14.4	Customer service .....	79
14.5	Wrongful disconnections .....	79
<b>DIVISION 3 – PAYMENT.....</b>		<b>79</b>
14.6	Exceptions .....	79
14.7	Method of payment .....	80
14.8	Recovery of payment .....	80
<b>SIGNIFICANT AMENDMENTS TO THE CODE .....</b>		<b>81</b>



## 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* ~~2012~~2014.

### 1.2 Authority

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

### 1.3 Commencement

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

### 1.4 Interpretation

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

### 1.5 Definitions

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

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

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

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

- (a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or

(b) under a bill smoothing arrangement based on an estimate carried out in accordance with clause 4.3(2)(a)-(b),

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

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

**“amendment date”** means 1 July ~~2010~~2014.

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

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

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

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

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

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

**“basic living needs”** includes –

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

~~**“billing/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.~~

**“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 customer 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.~~

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

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

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

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

“**Code**” means the *Code of Conduct for the Supply of Electricity to Small Use Customers 2014* as ~~repealed and replaced~~ amended by the **Authority** pursuant to section 79 of the **Act**.

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

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

“**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.

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

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

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

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

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

“**cooling-off period**” means the period specified in the **contract** as the **cooling-off period** ~~of 10 days commencing on and including the day on which the **contract** is made.~~

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

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

“**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 email, on the date on which the sender’s facsimile or email facilities recorded that the facsimile or email was successfully transmitted; and
  - (iv) 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**.

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

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

~~“**direct debit plans terminated**” means a direct debit plan terminated as a result of a default or non payment in 2 or more successive payment periods.~~

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

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

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

“**door to door marketing**” means the **marketing** practice under which –

- (a) an **electricity marketing agent** goes from place to place seeking out persons who may be prepared to enter, as **customers**, into **contracts**; and
- (b) the **electricity marketing agent** or some other **electricity marketing agent** then or subsequently enters into negotiations with those prospective **customers** with a view to arranging **contracts** on behalf of, or for the benefit of, a **retailer** or party other than the **customer**.

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

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

“**electricity marketing agent**” means –

- (a) a person who acts on behalf of a **retailer** ~~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 engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; or
  - (c) a representative, agent or employee of a person referred to in subclause (a) or (b), ~~or~~  
but does not include ~~not~~ a person who is a **customer** representative.
- “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 Retail Corporation”** means the body corporate established as such by the *Electricity Corporations Act 2005*.
- “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.
- “energise”** has the same meaning as in the **Obligation to Connect Regulations**.
- “energy efficiency audit”** means an audit for the purpose of identifying energy usage and opportunities for energy conservation within a **premises**.
- “export”** means the amount of electricity exported into the **distributor’s** network as recorded by the **meter**.
- “financial hardship”** means a state of more than immediate financial disadvantage which results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** without affecting the ability to meet the **basic living needs** of the **residential customer** or a dependant of the **residential customer**.
- “historical debt”** means an amount outstanding for the supply of electricity by a **retailer** to a **customer’s** previous **supply address** or **supply addresses**.
- “instalment plan”** means an arrangement between a **retailer** and a **customer** to assist the customer to remain connected, reduce its arrears and minimise the risk of the customer getting into further debt where for the customer to pay in 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.
- “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.

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

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

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

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

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

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

“**Metering Code**” means the *Electricity Industry Metering Code 2005* as amended or replaced.

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

“**metropolitan area**” means –

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

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

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

“**non-standard contract**” means a contract entered into between a **retailer** and a **customer**, or a class of **customers**, that is not a **standard form contract**.

~~“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.~~

“**Obligation to Connect Regulations**” means the *Electricity Industry (Obligation to Connect) Regulations 2005* (WA).

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

“**overcharging**” means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.

“**payment difficulties**” means a state of immediate financial disadvantage that results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** by reason of a **change in personal circumstances**.

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

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

“**pre-payment meter**” means a **meter** that requires a **customer** to pay for the supply of electricity prior to **consumption**.

“**pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address**.

“**pre-payment meter service**” means a service for the supply of electricity where the **customer** agrees to purchase electricity by means of a **pre-payment meter**.

“**public holiday**” means a public holiday in Western Australia.

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

“**re-certification**” means confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer’s supply address** continues to require **life support equipment**.

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

“**reconnect**” means to **re-energise** the **customer’s supply address** following **disconnection**.

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

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

“**Regional Power Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.



“**relevant consumer representative organisation**” means an organisation that 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).

“**reporting year**” means a year commencing on 1 July and ending on 30 June.

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

~~“**residential customer account**” means an account with a **retailer** for which a **customer** is eligible to receive a supply of electricity solely for residential purposes.~~

“**residential pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address** and who consumes electricity solely for domestic use.

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

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

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

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

“**telephone**” means a device which is used to transmit and receive voice frequency signals.

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

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

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

~~“**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).~~

“**TTY**” means a teletypewriter.

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

“**undercharging**” includes, without limitation –

- (a) the failure to issue a bill in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or



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

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

“**verifiable consent**” means consent that is given –

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

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

## 1.6 Application

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

- ~~(a) customers;~~
- ~~(b)~~(a) **retailers**;
- ~~(c)~~(b) **distributors**; and
- ~~(d)~~(c) **electricity marketing agents**,

in accordance with Part 6 of the **Act**.

## 1.7 Purpose

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

## 1.8 Objectives

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

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

## 1.9 Amendment & Review

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

### 1.10 Variation from the Code

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

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

## Part 2 Marketing

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

### Division 1 – Obligations particular to retailers

#### 2.1 Retailers to ensure electricity marketing agents comply with this Part

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

### Division 2 – Contracts and information to be provided to customers

#### 2.2 Entering into a standard form contract

(1) When entering into a **standard form contract** that is not an **unsolicited consumer agreement**, a **retailer** or **electricity marketing agent** must-

- (a) record the date the **standard form contract** was entered into;
- (b) give, or make available to the **customer** at no charge, a copy of the **standard form contract** -
  - (i) at the time the **standard form contract** is entered into, if the **standard form contract** was not entered into over the **telephone**; or
  - (ii) as soon as possible, but not more than 5 **business days** after the **standard form contract** was entered into, if the **standard form contract** was entered into over the **telephone**.

(2) Subject to subclause (3), a **retailer** or **electricity marketing agent** must give the following information to a **customer** no later than on or with the **customer's** first bill -

- (a) how the **customer** may obtain -
  - (i) a copy of the **Code**; and
  - (ii) details on all relevant tariffs, fees, charges, **alternative tariffs** and service levels that may apply to the **customer**.
- (b) the scope of the **Code**;
- (c) that a **retailer** and **electricity marketing agent** must comply with the **Code**;
- (d) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
- (e) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**.

- (f) the **distributor's** 24 hour **telephone** number for faults and emergencies;
  - (g) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -
    - (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
    - (ii) **TTY** services;
  - (h) how to make an enquiry of, or **complaint** to, the **retailer**; and
  - (i) general information on the safe use of electricity.
- (3) For the purposes of subclause (2) a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
- (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
  - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.

## **2.3 Entering into a non-standard contract**

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

- (f) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**;
- (g) the **distributor's** 24 hour **telephone** number for faults and emergencies;
- (h) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -
  - (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
  - (ii) **TTY** services;
  - (i) how to make an enquiry of, or **complaint** to, the **retailer**; and
  - (i) general information on the safe use of electricity.
- (3) For the purposes of subclauses (2)(b)-(i), a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
  - (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
  - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.
- (4) Before arranging a **non-standard contract**, the **Electricity Retail Corporation** or **Regional Power Corporation**, or an **electricity marketing agent** acting on behalf of it, must give a **customer** the following information:
  - (a) that the **customer** is able to choose the **standard form contract** offered by the relevant **retailer**; and
  - (b) the difference between the **non-standard contract** and the **standard form contract**.
- (5) Subject to subclause (3), the **retailer** or **electricity marketing agent** must obtain the **customer's verifiable consent** that the information in clause 2.3(2) and clause 2.3(4) (if applicable) has been given.

## **2.2 — Entering into contracts**

- ~~(1) — An **electricity marketing agent** must, in the course of arranging 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 2011*, 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 2011*).]~~

- ~~(2) — If a **customer** initiates a request to a **retailer** or **electricity marketing agent** for a **non-standard contract** the **contract** need not be signed but the **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** need not be signed by the **customer** but the date of the **customer** entering into the **standard form contract** must be recorded by the **electricity marketing agent**.~~
- ~~(4) — The terms and conditions of a **standard form contract** must be made available to the **customer** on request at no charge.~~

- ~~(5) — Clauses 2.2(1) to (4) inclusive do not apply in relation to **contracts** that are **unsolicited consumer agreements**~~

## ~~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 **electricity marketing agent** must give a **customer** the following information—~~
- ~~(a) — if acting on behalf of **Electricity Retail Corporation** or **Regional Power Corporation**, that the **customer** is free to choose the **standard form contract** offered by the **retailer**;~~
  - ~~(b) — if acting on behalf of **Electricity Retail Corporation** or **Regional Power Corporation** and a **non-standard contract** is being offered to the **customer**, 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 an **unsolicited consumer agreement** or for a **non-standard contract** entered into in accordance with clause 2.2(2) above, the **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 an **unsolicited consumer agreement** or a **non-standard contract** entered into other than in accordance with clause 2.2(2) above, the **electricity marketing agent** must obtain the **customer's** written acknowledgement that the information in subclause (1) has been given.~~

### ~~2.4 — Information to be given at the time of or after entering into a contract~~

- ~~(1) — When a **customer** enters into a new **contract** that is not an **unsolicited consumer agreement** with a **retailer** or **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 **electricity marketing agent** must, at the time the **contract** is entered into, or as soon as possible thereafter, but no more than 28 days later, give or make available to the **customer** a copy of the **contract**.~~
- ~~(2) — A **retailer** or **electricity marketing agent** must give the following information to a **customer**—~~
- ~~(a) — how the **customer** may obtain—~~
    - ~~(i) — a copy of the **Code**; and~~
    - ~~(ii) — details on all relevant tariffs, fees, charges, **alternative tariffs** and service levels that may apply to the **customer**;~~

- ~~(b) the scope of the **Code**;~~
- ~~(c) that a **retailer**, **distributor** 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) for **contracts** that are not **unsolicited consumer agreements**, 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 (4), the information in subclause (2) must be given—~~
  - ~~(a) for a **standard form contract**, no later than with or on the **customer's** first bill; and~~
  - ~~(b) for a **non-standard form contract** or a **standard form contract** that is an **unsolicited consumer agreement**, before the **customer** has entered into the **contract** and the **electricity marketing agent** must obtain the **customer's** written acknowledgement that the information in subclause (2) has been given 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) Despite subclause (3), 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), the **retailer** informs the **customer** how the **customer** may obtain the information in subclause (2) and, if requested, gives the information to the **customer**.~~

## Division **4.3** – Marketing Conduct

#### **2.52.4 Standards of Conduct**

- (1) A ~~retailer or~~ electricity marketing agent must ensure that the inclusion of **concessions** is made clear to **residential customers** and any prices that exclude **concessions** are disclosed.
- ~~(2) An electricity marketing agent must ensure that non-standard contracts that are not unsolicited consumer agreements are in writing.~~
- ~~(3)~~(2) A ~~retailer or other party or~~ electricity marketing agent must ensure that a **customer** is able to **contact** the ~~retailer or~~ electricity marketing agent ~~or other party~~ on the ~~retailer's or~~ electricity marketing agent's ~~or other party's~~ **telephone** number during the normal business hours of the ~~retailer or~~ electricity marketing agent ~~or other party~~ for the purposes of enquiries, verifications and **complaints**.

#### **2.62.5 Contact for the purposes of marketing**

- (1) A ~~retailer or~~ electricity marketing agent who makes **contact** with a **customer** for the purposes of **marketing** must, on request by the **customer** –
  - (a) provide the **customer** with the **complaints telephone** number of the ~~retailer or other party~~ on whose behalf the **contact** is being made; ~~and~~
  - ~~(b)~~ provide the **customer** with the **telephone** number of the **electricity ombudsman**; and
  - ~~(b)~~(c) for contact by an **electricity marketing agent**, provide the **customer** with the **electricity marketing agent's marketing identification number**.
- (2) A ~~retailer or~~ electricity marketing agent who meets with a **customer** face to face for the purposes of **marketing** must –
  - ~~(a) when negotiating a **contract** that is not an unsolicited consumer agreement, as soon as practicable, tell the **customer** the purpose of the **contact**;~~
  - ~~(b)~~(a) wear a clearly visible and legible identity card that shows –
    - (i) his or her first name;
    - (ii) his or her photograph;
    - (iii) his or her **marketing identification number** (for contact by an **electricity marketing agent**); and
    - (iv) the name of the ~~retailer or other party~~ on whose behalf the **contact** is being made; and
  - ~~(e)~~(b) as soon as practicable, provide the **customer**, in writing –
    - (i) his or her first name;
    - (ii) his or her **marketing identification number** (for contact by an **electricity marketing agent**);
    - (iii) the name of the ~~retailer or other party~~ on whose behalf the **contact** is being made;
    - (iv) the **complaints telephone** number of the ~~retailer or other party~~ on whose behalf the **contact** is being made; ~~and~~



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

~~(v)~~(vi) the **telephone** number of the **electricity ombudsman**.

~~(3) A **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**; and~~

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

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

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

~~Clause 2.5(3) does not apply where an **electricity marketing agent** **contacts** a **customer** in response to a **customer** request or query.~~

~~(4) —~~

## **2.6 No canvassing or advertising signs**

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

(a) canvassing is not permitted at the **premises**; or

(b) no advertising or similar material is to be left at the **premises** or in a letterbox or other receptacle at, or associated with, the **premises**.

## **Division ~~5~~4 – Miscellaneous**

### **2.7 Compliance**

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

Penalty –

(a) for an individual, \$5 000;

(b) for a body corporate, \$20 000.

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

Penalty –

(a) for an individual, \$5 000;

(b) for a body corporate, \$20 000.

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

## 2.8 Presumption of authority

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

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

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

## 2.9 Electricity marketing agent complaints

- (1) An **electricity marketing agent** must –

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

### 2.10 Records to be kept

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

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

## Part 3 Connection

### 3.1 Obligation to forward connection application

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

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

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

## Part 4 Billing

### Division 1 – Billing cycles

#### 4.1 Billing cycle\*

A **retailer** must issue a bill –

- (a) no more than once a month, unless the **retailer** has –
  - (i) obtained a **customer's verifiable consent** to issue bills more frequently; or
  - (ii) given the **customer** –
    - (A) a **reminder notice** in respect of 3 consecutive bills; and
    - (B) notice as contemplated under clause 4.2; and
- (b) no less than once every 3 months, unless the **retailer** –
  - (i) has obtained a **customer's verifiable consent** to issue bills less frequently;
  - (ii) has not received the required metering data from the **distributor** for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the **distributor**, or
  - (iii) is unable to comply with this timeframe due to the actions of the **customer** where the **customer** is supplied under a deemed contract pursuant to regulation 37 of the *Electricity Industry (Customer Contracts) Regulations 2005* and the bill is the first bill issued to that **customer** at that **supply address**.

#### 4.2 Shortened billing cycle\*

- (1) For the purposes of clause 4.1(a)(ii), a **retailer** has given a **customer** notice if the **retailer** has advised the **customer**, prior to placing the **customer** on a shortened **billing cycle**, that –
  - (a) receipt of a third **reminder notice** may result in the **customer** being placed on a shortened **billing cycle**;
  - (b) if the **customer** is a **residential customer**, assistance is available for **residential customers** experiencing **payment difficulties** or **financial hardship**;
  - (c) the **customer** may obtain further information from the **retailer** on a specified **telephone** number; and
  - (d) once on a shortened **billing cycle**, the **customer** must pay 3 consecutive bills by the due date to return to the **customer's** previous **billing cycle**.
- (2) Notwithstanding clause 4.1(a)(ii), a **retailer** must not place a **residential customer** on a shortened **billing cycle** without the **customer's verifiable consent** if –

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

#### 4.3 Bill smoothing

- (1) Despite 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 a bill which reflects a bill smoothing arrangement.
- (2) If a **retailer** provides a **customer** with a bill under a bill smoothing arrangement pursuant to subclause (1) the **retailer** must ensure –
  - (a) the amount payable under each bill is initially the same and is set out on the basis of –
    - (i) the **retailer's** initial estimate of the amount of electricity the **customer** will consume over the 12 month period;
    - (ii) the relevant supply charge for the **consumption** and any other charges related to the supply of electricity agreed with the **customer**;
    - (iii) any **adjustment** from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and
    - (iv) any other relevant information provided by the **customer**.
  - (b) that the initial estimate is based on the **customer's** historical billing data or, where the **retailer** does not have that data, the likely average **consumption** at the relevant tariff calculated over the 12 month period as estimated by the **retailer**;
  - (c) that on or before the seventh month –
    - (i) the **retailer** re-estimates the amount under subclause (2)(a)(i), taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**; and

- (ii) unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and
- (d) that, at the end of the 12 month period, or any other time agreed between the **retailer** and the **customer** and at the end of the bill smoothing arrangement, the **meter** is read and any **adjustment** is included on the next bill in accordance with clause 4.19; and
- (e) the **retailer** has obtained the **customer's verifiable consent** to the **retailer** billing on that basis.

#### 4.4 How bills are issued

A **retailer** must issue a bill to a **customer** at the **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, subject to subclause (k), a **retailer** must include at least the following information on a **customer's** bill –
  - (a) either the range of dates of the metering supply period or the date of the current **meter** reading or estimate;
  - (b) if the **customer** has a **Type 7** connection point, the [calculation of the tariff in accordance with the](#) procedures ~~referred to~~ [set out](#) in clause 4.6(1)(c);
  - (c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –
    - (i) the current **meter** reading or estimate; and
    - (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;
  - (d) if the **customer** has not entered into an **export** purchase agreement with a **retailer** –
    - (i) the **customer's consumption**, or estimated **consumption**; and
    - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** or estimated **consumption** for the total of each **time band** in the **time of use tariff**;
  - (e) if the **customer** has entered into an **export** purchase agreement with a **retailer** –
    - (i) the **customer's consumption** and **export**;

- (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** and **export** for the total of each **time band** in the **time of use tariff**, and
- (iii) if the **customer** has an **accumulation meter** installed and the **export meter** reading has been obtained by the **retailer**, the **export meter** reading;
- (f) the number of days covered by the bill;
- (g) the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;
- (h) the ~~relevant~~ applicable tariffs;
- (i) the amount of any other fees or charges and details of the service provided;
- (j) with respect to a **residential customer**, a statement that the **residential customer** may be eligible to receive **concessions** and how the **residential customer** may find out its eligibility for those **concessions**;
- (k) the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;
- (l) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a **customer**;
- (m) the average daily cost of ~~electricity~~ consumption, including charges ancillary to the consumption of electricity, unless the customer is a collective customer;
- (n) the average daily **consumption** unless the customer is a collective customer;
- (o) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
- (p) the amount due;
- (q) the due date;
- (r) a summary of the payment methods;
- (s) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
- (t) a **telephone** number for billing and payment enquiries;
- (u) a **telephone** number for **complaints**;
- (v) the **contact** details for the **electricity ombudsman**;
- (w) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
- (x) the **supply address** and any relevant mailing address;
- (y) the **customer's** name and account number;
- (z) the amount of arrears or credit;
- (aa) if applicable and not included on a separate statement –

- (i) payments made under an **instalment plan**; and
  - (ii) the total amount outstanding under the **instalment plan**;
  - (bb) with respect to **residential customers**, the **National Interpreter Symbol** with the words “Interpreter Services”;
  - (cc) the **retailer’s telephone** number for **TTY** services; and
  - (dd) to the extent that the data is available, a graph or bar chart illustrating the **customer’s** amount due or **consumption** for the period covered by the bill, the previous bill and the bill for the same period last year.
- (2) Notwithstanding subclause (1)(dd), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is ~~not~~—
- (a) not indicative of the **customer’s** actual **consumption**; ~~or~~
  - (b) not based upon a **meter** reading; ~~or~~
  - ~~(b)~~ (c) for a collective customer.
- (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**;
  - (b) the **customer’s** reading of the **meter** at the **customer’s supply address**, provided the ~~customer-distributor has agreed expressly or impliedly consented with the retailer to that~~ the **customer** ~~will~~ reading the **meter** for the purpose of determining the amount due; or
  - (c) where the connection point is a **Type 7** connection point, the procedure as set out in the **metrology procedure** or **Metering Code**.
- ~~(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

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



#### 4.8 Estimations

- (1) If a **retailer** is unable to reasonably base a bill on a reading of the **meter** at a **customer's supply address**, the **retailer** must give the **customer** an estimated bill.
- (2) If a **retailer** bases a bill upon an estimation, the **retailer** must specify in a visible and legible manner on the **customer's** bill that –
  - (a) the **retailer** has based the bill upon an estimation;
  - (b) the **retailer** will tell the **customer** on request –
    - (i) the basis of the estimation; and
    - (ii) the reason for the estimation; and
  - (c) the **customer** may request –
    - (i) a verification of a **meter** reading; and
    - (ii) a **meter** reading.
- (3) A **retailer** must tell a **customer** on request the –
  - (a) basis for the estimation; and
  - (b) reason for the estimation.

#### 4.9 Adjustments to subsequent bills

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

#### 4.10 Customer may request meter reading

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

## Division 6 – Final bill

### 4.14 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, subject to subclause (3), the **retailer** must, at the time of the final bill, ask the **customer** for instructions whether the **customer** requires the **retailer** to transfer the amount of credit to: ~~repay the amount to the **customer**.~~
- (a) another account the **customer** has, or will have, with the **retailer**, or
  - (b) a bank account nominated by the **customer**, and

the **retailer** must credit the account, or pay the amount of credit in accordance with the **customer's** instructions, within 12 **business days** of receiving the instructions or other such time as agreed with the **customer**.

- (3) If the **customer's** account is in credit at the time of account closure, and the **customer** owes a debt to the **retailer**, the **retailer** may, with written notice to the **customer**, use that credit to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must ask the **customer** for instructions to transfer the remaining amount of credit in accordance with subclause (2).

## Division 7 – Review of bill

### 4.15 Review of bill

Subject to a **customer** –

(a) paying –

- (i) that portion of the bill under review that the **customer** and a **retailer** agree is not in dispute; or
- (ii) an amount equal to the average amount of the **customer's** bills over the previous 12 months (excluding the bill in dispute),

whichever is less; and

(b) paying any future bills that are properly due,

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

### 4.16 Procedures following a review of a bill

- (1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –

(a) correct, the **retailer** –

- (i) may require a **customer** to pay the unpaid amount;
- (ii) must advise the **customer** that the **customer** may request the **retailer** to arrange a **meter** test in accordance with applicable law; and
- (iii) must advise the **customer** of the existence and operation of the **retailer's** internal **complaints** handling processes and details of any applicable external **complaints** handling processes,

or

(b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.

- (2) The **retailer** must inform a **customer** of the outcome of the review as soon as practicable.

- (3) If the **retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the **date of receipt** of the request for review under clause 4.15, the **retailer** must provide the **customer** with notification of the status of the review as soon as practicable.

## Division 8 – Undercharging, overcharging and adjustment

### 4.17 Undercharging

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

### 4.18 Overcharging

- (1) This clause 4.18 applies whether the **overcharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been **overcharged** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, defect or default and, subject to subclause (6) and subclause (7), ask the **customer** for instructions as to whether the amount should be –
  - (a) credited to the **customer's** account; or
  - (b) repaid to the **customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.

- (4) If a **retailer** does not receive instructions under subclause (2) within ~~520~~ **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 \$75 the **retailer** may, notwithstanding clause 4.18(2), notify the **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –
  - (a) ask the **customer** for instructions pursuant to 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).
- (7) Where the **customer** has been **overcharged** by the **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer**:
  - (a) experiencing **payment difficulties** or **financial hardship**; or
  - (b) making payments under an alternative payment arrangement under Part 6.

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

~~(7)~~ —

#### 4.19 Adjustments

- (1) If a **retailer** proposes to recover an amount of an **adjustment** which does not arise due to any act or omission of the **customer**, the **retailer** must –
  - (a) limit the amount to be recovered to no more than the amount of the **adjustment** for the 12 months prior to the date on which the **meter** was read on the basis of the **retailer's** estimate of the amount of the **adjustment** for the 12 month period taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**;
  - (b) list the amount of the **adjustment** as a separate item in a special bill or in the next bill, together with an explanation of that amount;
  - (c) not require the **customer** to pay a late payment fee; and
  - (d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.
- (2) If the **meter** is read pursuant to either clause 4.6 or clause 4.3(2)(d) and the amount of the **adjustment** is an amount owing to the **customer**, the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject

to subclause (5) and subclause (7), ask the **customer** for instructions as to whether the amount should be –

- (a) credited to the **customer's** account;
  - (b) repaid to the **customer**, or
  - (c) included as a part of the new bill smoothing arrangement where the **adjustment** arises under clause 4.3(2)(a)-(b),
- (3) If a **retailer** received instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2), within **520 business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount of the **adjustment** to the **customer's** account.
- (5) Where the amount referred to in subclause (2) is less than \$75 the **retailer** may, notwithstanding clause (2), notify the **customer** of the **adjustment** by no later than the next bill after the **meter** is read; and
- (a) ask the **customer** for instructions pursuant to 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).

(6) No interest shall accrue to an **adjustment** amount under subclause (1) or (2).

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

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

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

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

## 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\*

A **retailer** must offer a **customer** at least the following payment methods –

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

### 5.3 Direct debit

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

- ~~(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 2 or more **reminder notices** within the previous 12 months; or
  - (b) the **residential customer** and the **retailer** have agreed to –
    - (i) a payment extension under Part 6, and the **residential customer** pays the bill by the agreed (new) due date; or
    - (ii) an **instalment plan** under Part 6, and the **residential customer** is making payments in accordance with the **instalment plan**; or
  - (c) subject to subclause (2) the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman** and the **complaint** ~~remains-is not~~ ~~unresolved~~ by the **retailer** or is not determined or is upheld by the **electricity ombudsman** (if a **complaint** has been made to the **electricity ombudsman**). If the **complaint** is ~~resolved-determined by the **electricity ombudsman**~~ in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or
  - (d) the **residential customer** is assessed by the **retailer** under clause 6.1(1) as being in **financial hardship**.
- (2) where the **retailer** has charged a late payment fee in the circumstances set out in subclause (1)(c) because the **retailer** was not aware of the **complaint**, the **retailer** will not contravene subclause (1)(c) but must refund the late payment fee on the **customer's** next bill.
- ~~(2)~~(3) If a **retailer** has charged a **residential customer** a late payment fee, the **retailer** must not charge an additional late payment fee in relation to the same bill within 5 **business days** from the **date of receipt** of the previous late payment fee notice.
- ~~(3)~~(4) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill ~~and~~or more than 12 late payment fees in a year.
- ~~(4)~~(5) 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.

## 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 –



- (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least ~~5 days~~<sup>3-business days</sup> notice; or
  - (e) 5 days after the **customer** gave notice, in any other case.
- (2) If a **customer** reasonably demonstrates to a **retailer** that the **customer** was evicted or otherwise required to vacate the **supply address**, the **retailer** must not require the **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 Part 2 of the Debt collection guideline for collectors and creditors issued by the Australian Competition and Consumer Commission concerning section 50 of the **Australian Consumer Law (WA)**.~~
- ~~(2)~~<sup>(1)</sup> 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)~~<sup>(2)</sup> 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) –
- (a) within 3 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
  - (b) if the **retailer** cannot make the assessment within 3 **business days**, refer the **residential customer** to an independent financial counsellor or **relevant consumer representative organisation** to make the assessment.
- (2) If the **residential customer** provides the **retailer** with an assessment from an independent financial counsellor or **relevant consumer representative organisation** the **retailer** may adopt that assessment as its own assessment for the purposes of subclause (1)(a).
- (3) When undertaking the assessment required by subclause (1)(a), unless a retailer adopts an assessment from an independent financial counsellor or relevant consumer representative organisation, 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** (if any).
- (4) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

##### 6.2 Temporary suspension of actions

- (1) If a **retailer** refers a **residential customer** to an independent financial counsellor or **relevant consumer representative organisation** under clause 6(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- (2) If, a residential customer informs a retailer that the residential customer is experiencing payment problems under ~~for the purposes of~~ clause 6.1, and 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 or provides the

**retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation,**

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

~~(2)~~(3) A **temporary suspension of actions** must be for at least 15 **business days**.

~~(3)~~(4) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause ~~(2)~~3 and the **residential customer** or **relevant consumer representative organisation** requests additional time, a **retailer** must give reasonable consideration to the **residential customer's** or **relevant consumer representative organisation's** request.

### 6.3 Assistance to be offered

(1) If the assessment carried out under clause 6.1 indicates to the **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) if the **residential customer** is experiencing **payment difficulties**:

- (i) additional time to pay a bill; and
- (ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.

(b) if the **residential customer** is experiencing **financial hardship**:

- (i) additional time to pay a bill: and
  - ~~(i)~~(ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.
- (2) When offering or amending an **instalment plan** ~~under subclause (1)(b)~~, a **retailer** must –
- (a) ensure that the **instalment plan** is fair and reasonable taking into account information about the **residential customer's** capacity to pay and **consumption** history; and
  - (b) comply with subclause (3).
- ~~(2)~~(3) If the **residential customer** accepts an **instalment plan** offered by the **retailer**, the **retailer** must –
- (a) within 5 **business days** of the **residential customer** accepting the **instalment plan** provide the **residential customer** with information in writing or by **electronic means**:
    - (i) that specifies the terms of **instalment plan** (including the number and amount of payments, the duration of payments and how the payments are calculated); ~~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;~~
    - (ii) the consequences of not adhering to the **instalment plan**; and
    - ~~(i)~~(iii) the importance of contacting the **retailer** for further assistance if the **residential customer** cannot meet or continue to meet the **instalment plan** terms, and
  - (b) notify the **residential customer** in writing or by **electronic means** of any amendments to the **instalment plan** at least 5 **business days** before they come into effect (unless otherwise agreed with the **residential customer**) and provide the **residential customer** with information in writing or by **electronic means** that clearly explains and assists the **residential customer** to understand those changes.
- ~~(a) specify the period of the plan;~~
  - ~~(b) specify the number of instalments;~~
  - ~~(c) 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;~~
  - ~~(d) specify how the amount of the instalments is calculated;~~
  - ~~(e) 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;~~
  - ~~(f) have in place fair and reasonable procedures to address **payment difficulties** a **residential customer** may face while on the plan; and~~
  - ~~(g) 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)(4) If a **residential customer** has, in the previous 12 months, had 2 **instalment plans** cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another **instalment plan** under subclause (1)(b), unless the **retailer** is satisfied that the **residential customer** will comply with the **instalment plan**.
- (4)(5) For the purposes of subclause (4), cancellation does not include the revision of an **instalment plan** under clause 6.7.

## Division 3 – Assistance available to residential customers experiencing financial hardship

### 6.5 Definitions

In this division –

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

### Subdivision 1 - Specific assistance available

#### 6.6 Reduction of fees, charges and debt

- (1) A **retailer** must give reasonable consideration to a request by a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, for a reduction of the **customer’s** fees, charges or debt.
- (2) In giving reasonable consideration under subclause (1), a **retailer** should refer to the ~~guidelines in its~~ hardship ~~policy~~ procedures referred to in clause 6.10(23)(d).

#### 6.7 Revision of alternative payment arrangements

If a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer’s** obligations under a previously elected payment arrangement under clause 6.4(1), 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 experiencing financial hardship** of the –

- (a) **customer’s** right to have the bill redirected at no charge to a third person;

- (b) payment methods available to the **customer**;
- (c) **concessions** available to the **customer** and how to access them;
- (d) different types of **meters** available to the **customer** and / or tariffs (as applicable);
- ~~(e) energy efficiency information available to the **customer**, including the option to arrange for an **energy efficiency audit**;~~
- ~~(f)~~(e) independent financial counselling and other **relevant consumer representative organisations** available to the **customer**; and
- ~~(g)~~(f) availability of any other financial assistance and grants schemes that the **retailer** should reasonably be aware of and how to access them.

## 6.9 Payment in advance

- (1) A **retailer** must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for **residential customers** experiencing **payment difficulties** or **financial hardship** in consultation with **relevant consumer representative organisations**.
- (2) A **retailer** may apply different minimum payment in advance amounts for **residential customers** experiencing **payment difficulties** or **financial hardship** and other **customers**.

## Subdivision 2 – Hardship policy

### 6.10 Obligation to develop hardship policy

- (1) A **retailer** must develop a hardship policy and hardship procedures to assist **customers experiencing financial hardship** in meeting their financial obligations and responsibilities to the **retailer**.
- (2) The hardship policy must –
  - (a) be developed in consultation with **relevant consumer representative organisations**;
  - (b) include a statement encouraging **customers** to contact their **retailer** if a **customer** is having trouble paying the **retailer's** bill;
  - (c) include a statement advising that the **retailer** will treat all **customers** sensitively and respectfully;
  - (d) include a statement that the **retailer** may reduce/waive debt;
  - (e) include an objective set of hardship indicators;
  - (f) include an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** and a statement that the **retailer** is able to provide further detail upon request.
  - (g) include an overview of any concessions and grants that may be available to the **retailer's customers**;
  - (h) be available in large print copies and include:

- (i) the National Interpreter Symbol with the words "Interpreter Services";
- (ii) information on the availability of independent multi-lingual services; and
- (iii) information on the availability of **TTY** services; and
- (i) be available on the **retailer's** website.

~~(2)~~(3) The hardship ~~policy~~ procedures must –

- (a) be developed in consultation with **relevant consumer representative organisations**;
- (b) provide for the training of staff –
  - (i) including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship**, energy efficiency auditors and field officers;
  - (ii) on issues related to **financial hardship** and its impacts, and how to deal with **customers** consistently with the obligation in subclause (3)(c);

(c) include guidance on how ~~ensure that~~ **customers experiencing financial hardship** are to be treated sensitively and respectfully; ~~and~~

~~(d) be available in large print copies and include:~~

- ~~(i) the National Interpreter Symbol with the words "Interpreter Services";~~
- ~~(ii) information on the availability of independent multi-lingual services; and~~
- ~~(iii) information on the availability of **TTY** services; and~~

~~(e)~~(d) include guidance ~~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**;~~

(i) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;

(ii) that assist the **retailer** in determining a **residential customer's** usage needs and capacity to pay when determining the conditions of an **instalment plan**;

(iii) for suspension of **disconnection** and debt recovery procedures;

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

(v) on the recovery of debt.



- (e) require that the **retailer's** credit management staff have a direct **telephone** number and that number be provided to relevant financial counsellors and **relevant consumer representative organisations**;
- ~~(3)~~(4) If requested, a **retailer** must give **residential customers**, financial counsellors and **relevant consumer representative organisations** a ~~copy~~**details** of the hardship policy, including by post 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)(5) A **retailer** must keep a record of –
- (a) the **relevant consumer representative organisations** consulted on the contents of the hardship policy and hardship procedures;
  - (b) the dates the hardship policy and hardship procedures ~~was~~**were** established;
  - (c) the dates the hardship policy and hardship procedures ~~was~~**were** reviewed; and
  - (d) the dates the hardship policy and hardship procedures ~~was~~**were** 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, or must if directed by the Authority, review its hardship policy and hardship procedures and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (7) ~~Any review of a~~The retailer's hardship policy ~~must have regard to~~ must comply with the **Authority's** Financial Hardship Policy Guidelines.
- (8) ~~Subject to subclause (9) when a retailer has reviewed its hardship policy pursuant to subclauses (5) or (6), the Authority will examine—~~ If the retailer amends the retailer's hardship policy, the retailer must submit to the Authority a copy of the retailer's hardship policy within 5 business days of the amendment.
- ~~(a) the review to assess whether a retailer's hardship policy has been reviewed consistently with the Financial Hardship Policy Guidelines pursuant to subclause (7); and~~
  - ~~(b) the hardship policy to assess whether a retailer's hardship policy complies with this clause of the Code.~~
- ~~(9) The Authority will only conduct a review of a retailer's hardship policy pursuant to subclause (8) a maximum of once per year.~~

## 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.

##### 7.2 Limitations on disconnection for failure to pay bill

- (1) Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's supply address** for failure to pay a bill –
  - (a) within 1 **business day** after the expiry of the period referred to in the **disconnection warning**;

- (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** –
    - (i) has accepted the offer before the expiry of the period specified by the **retailer** in the **disconnection warning**; and
    - (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the **retailer** in the **disconnection warning**;
  - (c) if the amount outstanding is less than an amount approved and published by the **Authority** in accordance with subclause (2) and the **customer** has agreed with the **retailer** to repay the amount outstanding;
  - (d) if the **customer** has made an application for a **concession** and a decision on the application has not yet been made;
  - (e) if the **customer** has failed to pay an amount which does not relate to the supply of electricity; or
  - (f) if the **supply address** does not relate to the bill (unless the **customer** has failed to make payments relating to an outstanding debt for 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 1 or more of the requirements referred in subclause (1) on behalf of the **retailer**.

## Subdivision 3 – Disconnection for emergencies

### 7.5 General requirements

If a **distributor disconnects** a **customer's supply address** for **emergency** reasons, the **distributor** must –

- (a) provide, by way of a 24 hour **emergency** line at the cost of a local call ([excluding mobile telephones](#)), information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to restore supply to the **customer's supply address** as soon as possible.

## Division 2 – Limitations on disconnection

### ~~7.6 General limitations on disconnection~~

~~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 **disconnect** a **customer's supply address** –~~

- ~~(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 is not ~~unresolved~~ by the ~~retailer~~ or ~~distributor~~ or determined by the ~~electricity ombudsman~~ or external dispute resolution body; or

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

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

~~(f) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**;~~

~~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 paragraphs (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.~~

## **7.6 General limitations on disconnection**

**(1) Subject to subclause (3), a **retailer** must not arrange for **disconnection** of a **customer's supply address** where:**

**(a) a **complaint** has been made to the **retailer** directly related to the reason for the proposed **disconnection**; or**

**(b) the **retailer** is notified by the **distributor, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **distributor, electricity ombudsman** or external dispute resolution body.**

**and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body.**

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

**(a) where:**

**(i) a **complaint** has been made to the **distributor** directly related to the reason for the proposed **disconnection**; or**

**(ii) the **distributor** is notified by the **retailer, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **retailer, electricity ombudsman** or external dispute resolution body.**

**and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body; or**

**(b) during any time:**

**(i) after 3.00 pm Monday to Thursday;**

**(ii) after 12.00 noon on a Friday; or**

(iii) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**.

unless –

(iv) the **customer** is a **business customer**, and

(v) the **business customer's** normal trading hours –

(A) fall within the time frames set out in subclause (b)(i) (ii) or (iii); and

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

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

(3) A **retailer** or a **distributor** may arrange for **disconnection** of a **customer's supply address** if the **disconnection**—

(a) was requested by the **customer**, or

(b) was carried out for **emergency reasons**.

## 7.7 Life Support

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

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

(b) register the **life support equipment** required by the **customer**;

(c) notify the **customer's distributor** that the **customer's supply address** is a **life support equipment** address, and of the contact details ~~and the **life support equipment** required by of~~ the **customer** –

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

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

(d) not arrange for **disconnection** of that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**.

(2) If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer** of a change of the **customer's supply address**, contact details, **life support equipment** or that the **customer's supply address** no longer requires registration as a **life support equipment** address, the **retailer** must –

(a) register the change of details;

(b) notify the **customer's distributor** of the change of details –

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

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

- (c) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.
- (3) Where a **distributor** has been informed by a **retailer** under subclause (1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, or of a change of details notified to the **retailer** under subclause (2), the **distributor** must –
- (a) register the **customer's supply address** as a **life support equipment** address –
    - (i) the next **business day**, if the notification is received before 3pm on a **business day**; or
    - (ii) within 2 **business days**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
  - (b) where informed by a relevant government agency, notify the **retailer** in accordance with the timeframes specified in subclause (3)(a);
  - (c) not **disconnect** that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**; and; ~~and~~
  - (d) prior to any planned **interruption**, provide at least 3 **business days** written notice or notice by electronic means to the **customer's supply address** (the 3 days to be counted from the **date of receipt** of the notice), and, unless expressly requested in writing by the customer not to, use best endeavours to obtain verbal acknowledgement, ~~or~~ written acknowledgement or acknowledgement by electronic means from the **customer** or someone residing at the **supply address** that the notice has been received.:-
- ~~(4) — Where the **distributor** has –~~
- ~~(5)(4) already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address**; prior to the **distributor** being informed that a person residing at that **supply address** requires **life support equipment**, the **distributor** must use best endeavours to **contact** the **customer** or someone residing at the **supply address** prior to the planned **interruption**.and~~
- ~~(e) has been informed by a **retailer** under subclause 7.7(1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, the **distributor** must use best endeavours to **contact** that **customer** prior to the planned **interruption**.~~
- ~~(6)(5)~~
- (a) No earlier than 3 months prior to the 12 month anniversary of the confirmation from the **appropriately qualified medical practitioner** referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, the **retailer** must **contact** the **customer** to:
    - (i) ascertain whether a person residing at the **customer's supply address** continues to require **life support equipment**; and
    - (ii) if the **customer** has not provided the initial certification or re-certification from an **appropriately qualified medical**

**practitioner** within the last 3 years, request that the **customer** provide that **re-certification**.

- (b) The **retailer** must provide a minimum period of 3 months for the **customer** to provide the information requested by the **retailer** in subclause (5)(a).

| ~~(7)~~(6)

(a) When –

- (i) a person who requires **life support equipment**, vacates the **supply address**; or
- (ii) a person who required **life support equipment**, no longer requires the **life support equipment**; or
- (iii) subject to subclause 6(b), a **customer** fails to provide the information requested by the **retailer** for the purposes of subclause (5)(a)(i) or the **re-certification** referred to in subclause (5)(a)(ii), within the time period referred to in subclause 5(b), or greater period if allowed by the **retailer**,

the **retailer's** and **distributor's** obligations under subclauses (1),(3), (4) and (5) terminate.

- (b) A **customer** will have failed to provide the information requested by the **retailer** for the purposes of subclause (5)(a)(i) or the **re-certification** referred to in subclause (5)(a)(ii) where the **contact** by the **retailer** consisted of at least the following, each a minimum of 10 **business days** from the date of the last **contact**:

- (i) written correspondence sent by registered post to the **customer's supply address** and any other address nominated by the **customer**; and
- (ii) a minimum of 2 other attempts to contact the **customer** by any of the following means:

- A. **electronic means**;
- B. **telephone**;
- C. in person;
- D. facsimile; or
- E. by post sent to the **customer's supply address** and any other address nominated by the **customer**.

- (c) Where the **distributor's** obligations under subclauses (1),(3),(4) and (5) terminate as a result of the operation of subclause (6)(a)(iii), the **retailer** must notify the **distributor** of this fact as soon as reasonably practicable, but in any event, within 3 **business days**.

## Part 8 Reconnection

### 8.1 Reconnection by retailer\*

- (1) If a **retailer** has arranged for **disconnection** of a **customer's supply address** due to –
- (a) failure to pay a bill, and the **customer** has paid or agreed to accept an offer of an **instalment plan**, or other payment arrangement;
  - (b) the **customer** denying access to the **meter**, and the **customer** has subsequently provided access to the **meter**; or
  - (c) illegal use of electricity, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,
- the **retailer** must arrange for **reconnection** of the **customer's supply address**, subject to –
- (d) the **customer** making a request for **reconnection**; and
  - (e) the **customer** –
    - (i) paying the **retailer's** reasonable charge for **reconnection**, if any; or
    - (ii) accepting an offer of an **instalment plan** for the **retailer's** reasonable charges for **reconnection**, if any.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for **reconnection** to the relevant **distributor** –
- (a) that same **business day**, if the request is received before 3pm on a **business day**; or
  - (b) no later than the next **business day**, if the request is received –
    - (i) after 3pm on a **business day**, or
    - (ii) on a Saturday, Sunday or **public holiday**.

### 8.2 Reconnection by distributor

- (1) If a **distributor** has **disconnected** a **customer's supply address** on request by the **customer's retailer**, and the **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**;



- (b) for **supply addresses** located within the **regional area** –
  - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
  - (ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.
- (3) Subclause (2) does not apply in the event of an **emergency**.

## Part 9

### Pre-payment Meters

#### 9.1 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.
- (2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.

#### 9.2 Operation of pre-payment meter

- (1) A **retailer** must not provide a **pre-payment meter service** at a **residential customer's supply address** without the **verifiable consent** of the **residential customer** or the **residential customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.
- (3) A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service** –
  - (a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or
  - (b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.
- (4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

#### 9.3 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –
  - (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
  - (b) of the tariffs, fees and charges applicable to a **pre-payment meter service** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;
  - (c) of the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard **meter**;
  - (d) how a **pre-payment meter** is operated;
  - (e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);

- (f) of the emergency credit facilities applicable to a **pre-payment meter**, and
- (g) of **credit retrieval**.

(2) No later than 10 business days after ~~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 the availability and scope of the **Code** and the requirement that **distributors**, **retailers** and **electricity marketing agents** comply with the **Code**;
- (d) details of the period at or before the expiry of which the **residential customer** may replace or switch the **pre-payment meter** to a standard **meter** at no cost to the **residential customer**;
- (e) a **meter** identification number;
- (f) a **telephone** number for enquiries;
- (g) a **telephone** number for **complaints**;
- (h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
- (i) confirmation of the **supply address** and any relevant mailing address;
- (j) details of any **concessions** the **residential customer** may be eligible to receive;
- (k) the amount of any **concessions** to be given to the **residential customer**;
- (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
- (m) information on the availability of **TTY** services;
- (n) advice on how the **retailer** may assist in the event the **residential customer** is experiencing **payment difficulties** or **financial hardship**;
- (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
- (p) details on external **complaints** handling processes including the contact details for the **electricity ombudsman**; ~~and~~
- (q) general information on the safe use of electricity;
- (r) details of the initial recharge facilities available to the residential customer, and
- ~~(q)~~(s) the date of the expiry of the residential pre-payment meter customer's right to revert to a standard meter at no charge and the options available to the residential pre-payment meter customer if the residential pre-payment meter customer replaces or switches the pre-payment meter to a standard meter.

(3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –

- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;
  - (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
  - (c) a **telephone** number for enquiries; and
  - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**; ~~and~~
  - ~~(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.
- (5) A **retailer** must, within 10 **business days** of the change, notify a **pre-payment meter customer** in writing or by **electronic means** if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).
- ~~(5)~~(6) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

#### 9.4 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard **meter**, the **retailer** must within 1 **business day** of the request –
  - (a) send the information referred to in clauses 2.3 and 2.4 to the **customer** in writing or by **electronic means**; and
  - (b) arrange with the relevant **distributor** to –
    - (i) remove or render non-operational the **pre-payment meter**; and
    - (ii) replace or switch the **pre-payment meter** to a standard **meter**.
- (2) A **retailer** must not require payment of a charge for reversion to a standard **meter** if the **pre-payment meter customer** is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause (1) within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.
- (3) Where the **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), the **retailer may charge the pre-payment meter customer** ~~must pay the retailer's a~~ reasonable charge for reversion to a

standard ~~meter (if any)~~. ~~However, The the~~ retailer's obligations under subclause (1) –

- (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard meter (if any); and
  - (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard meter (if any).
- (4) If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at the **customer's supply address** –
- (a) for **supply addresses** located within the **metropolitan area** within 5 **business days** of receipt of the request; or
  - (b) for **supply addresses** located within the **regional area** within 10 **business days** of receipt of the request.
- ~~(5) A **retailer** must send a notice in writing or by **electronic means**, to a **residential pre-payment meter customer** not less than 20 **business days** and not more than 40 **business days** prior to the expiry of the 3 month period calculated in accordance with subclause (2) advising the **residential pre-payment meter customer** of the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** (including providing the information referred to in clauses 2.3 and 2.4 to the **residential pre-payment meter customer**).~~
- ~~(6) The information to be provided in subclauses (1) and (5) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.~~

## 9.5 Life support equipment

- ~~(1) If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer's supply address** requires **life support equipment**, the **A retailer** must not provide a **pre-payment meter service** at the **customer's supply address** and of a **residential customer** if the **residential customer**, or a person residing at the **residential customer's supply address**, requires **life support equipment**.~~
- ~~(2)(1) If a **pre-payment meter customer** notifies a **retailer** that a person residing at the **supply address** depends on **life support equipment**, the **retailer** must, or must immediately arrange to –~~
- (a) remove or render non-operational the **pre-payment meter** at no charge;
  - (b) replace or switch the **pre-payment meter** to a standard **meter** at no charge; and
  - (c) provide information to the **pre-payment meter customer** about the **contract** options available to the **pre-payment meter customer**.

~~(3)~~(2) If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (21), the **distributor** must revert the **pre-payment meter** at the **customer's supply address** as soon as possible and in any event no later than –

(a) for **supply addresses** located within the **metropolitan area** –

- (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
- (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;

(b) for **supply addresses** located within the **regional area** –

- (i) within ~~5-9~~ **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
- (ii) within ~~6-10~~ **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.

## 9.6 Requirements for pre-payment meters

(a) **Pre-payment meter customers** will have access to emergency credit of \$20 at any time. Once the emergency credit is used the **pre-payment meter service** will be **de-energised**.

(b) A **retailer** must ensure that a **pre-payment meter service** –

~~(a) only **disconnects** supply to the **pre-payment meter customer** –~~

~~(i) between the hours of 9.00am and 2.00pm on a **business day**; or~~

~~(ii) where the **pre-payment meter** has no credit left and the **pre-payment meter customer** has incurred a debt of \$20 or more for the supply of electricity from the **pre-payment meter**;~~

~~(b)~~ is capable of informing the **retailer** of –

A. ~~(i)~~ the number of instances where a **pre-payment meter customer** has been **disconnected**; and

~~A.~~

B. ~~(ii)~~ the duration of each of those **disconnections** referred to in subclause (b)(i)(A),

at least every month,

~~-(eii)~~ is capable of recommencing supply and supply is recommenced –

~~(i)~~ as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made; ~~and~~

~~(ii) as soon as possible after payment to the account has been made.~~

## 9.7 Recharge Facilities

A **retailer** must ensure that –

- (a) at least 1 **recharge facility** is located as close as practicable to a **pre-payment meter**, and in any case no further than 40 kilometres away;
- (b) a **pre-payment meter customer** can access a **recharge facility** at least 3 hours per day, 5 days per week;
- (c) it uses best endeavours to ensure that a **pre-payment meter customer** can access a **recharge facility** for periods greater than required under subclause (b); and
- (d) the minimum amount to be credited by a **recharge facility** does not exceed ~~10~~20 dollars per increment.

## 9.8 Concessions

If a **pre-payment meter customer** demonstrates to a **retailer** that the **pre-payment meter customer** is entitled to receive a **concession**, the **retailer** must ensure that the **pre-payment meter customer** receives the benefit of the **concession**.

## 9.9 Meter testing

- (1) Where a **pre-payment meter customer** requests that the whole or part of the **pre-payment meter** be tested, the **retailer** must, at the request of the **customer**, make immediate arrangements to –
  - (a) check the **pre-payment meter customer's** metering data;
  - (b) check or conduct a test of the **pre-payment meter**; and/or
  - (c) arrange for a check or test by the responsible person for the **meter** installation at the **pre-payment meter customer's connection** point.
- (2) If a **retailer** requests the **distributor** to check or test a **pre-payment meter** under subclause (1), the **distributor** must check or test the **pre-payment meter**.
- (3) A **pre-payment meter customer** who requests a check or test of the **pre-payment meter** under subclause (1) must pay the **retailer's** reasonable charge for checking or testing the **pre-payment meter** (if any).
- (4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), the **retailer** must –
  - (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
  - (b) correct any **overcharging** or **undercharging** in accordance with clause 9.11; and
  - (c) refund the **customer** any charges paid by the **customer** pursuant to this clause for the testing of the **pre-payment meter**.

## 9.10 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 **pre-payment meter customer** who has vacated the **supply address**) has been **overcharged** as a result of an act or omission of a **retailer** or **distributor** (including where the **pre-payment meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **pre-payment meter customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **pre-payment meter customer** for instructions as to whether the amount should be –
  - (a) credited to the **pre-payment meter customer's** account; or
  - (b) repaid to the **pre-payment meter customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **pre-payment meter customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **pre-payment meter customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount **undercharged** as a result of an act or omission by the **retailer** or **distributor** (including where a **pre-payment meter** has been found to be defective), the **retailer** must –
  - (a) limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that **undercharging** had occurred;
  - (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
  - (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
  - (d) offer the **pre-payment meter customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (7) Where the amount referred to in subclause (2) is less than \$45 the **retailer** may –
  - (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).

#### **9.11 — Debt recovery**

~~Where a **customer** owes a debt to a **retailer**, the **retailer** may only adjust the tariff payable by a **pre-payment meter customer** to recover any amount~~



~~owing at a maximum of \$10 on the first day and then at a rate of no more than \$2 per day thereafter, unless otherwise authorised by an applicable law.~~

#### **9.129.11** Payment difficulties or financial hardship

- (1) A **retailer** must give reasonable consideration to a request by –
  - (a) a **residential pre-payment meter customer** that informs the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
  - (b) a **relevant consumer representative organisation**,for a waiver of any fee payable by the **customer** to replace or switch a **pre-payment meter** to a standard **meter**.
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
  - (a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
  - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,the **retailer** must use best endeavours to **contact** the **customer** as soon as is reasonably practicable to provide –
  - (c) the information referred to in clauses 2.3 and 2.4 to the **customer**;
  - (d) information about the different types of **meters** available to the **customer**;
  - (e) information about and referral to relevant **customer** financial assistance programmes, and/or
  - (f) referral to **relevant consumer representative organisations**; and/or
  - (g) information on independent financial and other relevant counselling services.
- (3) The information to be provided in subclause (2) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

#### **9.139.12** Existing pre-payment meters

- ~~(1) Subject to subclause (3), a **pre-payment meter** installed and operating immediately prior to the **amendment date** will be deemed to comply with the requirements of this Part 9 for a period of 48 months on and from the **amendment date**. For the avoidance of doubt, at the expiry of the 48 month period, this subclause (1) will no longer apply to the **pre-payment meter** and it must comply with the requirements of this Part 9.~~

- ~~(2) Subject to subclause (3), a **pre-payment meter** that is installed during the period commencing on the **amendment date** and ending on 31 December 2010 (inclusive) will be deemed to comply with clauses 9.7(1)(a) 9.6(a) and 9.129.11 for a period of 48 months on and from the **amendment date**. For the avoidance of doubt, at the expiry of the 48 month period, this subclause (2) will no longer apply to the **pre-payment meter** and it must comply with the requirements of this Part 9.~~
- ~~(3) When a **pre-payment meter** covered by subclause (1) or subclause (2) is upgraded or modified for any reason (other than the initial installation), the modified or upgraded **pre-payment meter** must comply with the applicable requirements of Part 9.~~

<p style="text-align: center;"><b>Part 10</b> <b>Information &amp; Communication</b></p>
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## **Division 1 – Obligations particular to retailers**

### **10.1 Tariff information**

- (1) A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs as soon as practicable after the variation is published and, in any event, no later than the next bill in a **customer's billing cycle**.
- (2) A **retailer** must give a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, including any **alternative tariffs** that may be available to that **customer**.
- (3) A **retailer** must give a **customer** the information referred to under subclause (2) within 8 **business days** of the **date of receipt**. If requested by a **customer**, the **retailer** must give the information in writing.

### **10.2 Historical billing data**

- (1) A **retailer** must give a **non-contestable customer** on request the **non-contestable customer's** billing data.
- (2) If a **non-contestable customer** requests billing data under subclause (1) –
  - (a) for a period less than the previous 2 years and no more than once a year; or
  - (b) in relation to a dispute with the **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); and
- ~~(b) how a **customer** may arrange for an **energy efficiency audit** at the **customer's supply address**; and~~
- ~~(e)~~(b) the typical running costs of major domestic appliances.

### 10.5 Distribution matters

If a **customer** asks a **retailer** for information relating to the distribution of electricity, the **retailer** must –

- (a) give the information to the **customer**, or
- (b) refer the **customer** to the relevant **distributor** for a response.

## Division 2 – Obligations particular to distributors

### 10.6 General information

A **distributor** must give a **customer** on request, at no charge, the following information –

- (a) information on the **distributor's** requirements in relation to the **customer's** proposed new electrical installation, or changes to the **customer's** existing electrical installation, including advice about supply extensions;
- (b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
- (c) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (d) advice on facilities required to protect the **distributor's** equipment;
- (e) advice on how to obtain information on protecting the **customer's** equipment;
- (f) advice on the **customer's** electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;
- (g) general information on safe use of electricity;

- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

#### 10.7 Historical consumption data

- (1) A **distributor** must give a **customer** on request the **customer's consumption** data.
- (2) If a **customer** requests **consumption** data under subclause (1) –
  - (a) for a period less than the previous 2 years and no more than twice a year provided the **customer** has not been given **consumption** data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request ; or
  - (b) in relation to a dispute with the **distributor**,
 the **distributor** must give the **consumption** data at no charge.
- (3) A **distributor** must give a **customer** the **consumption** data requested under subclause (1) within 10 **business days** of the **date of receipt** of –
  - (a) the request; or
  - (b) if payment is required (and is requested by the **distributor** within 2 **business days** of the request) payment for the **distributor's** reasonable charge for providing the data.
- (4) A **distributor** must keep a **customer's consumption** data for 7 years.

#### 10.8 Distribution standards

- (1) A **distributor** must tell a **customer** on request how the **customer** can obtain information on distribution standards and metering arrangements –
  - (a) prescribed under the **Act** or the *Electricity Act 1945*; or
  - (b) adopted by the **distributor**,
 that are relevant to the **customer**.
- (2) A **distributor** must publish on its website the information specified in subclause (1).

### Division 3 – Obligations particular to retailers and distributors

#### 10.9 Written information must be easy to understand

To the extent practicable, a **retailer** and **distributor** must ensure that any written information that must be given to a **customer** by the **retailer** or **distributor** or its **electricity marketing agent** under the **Code** is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

### 10.10 Code of Conduct

- (1) A **retailer** and a **distributor** must tell a **customer** on request how the **customer** can obtain a copy of the **Code**.
- (2) A **retailer** and a **distributor** must make electronic copies of the **Code** available, at no charge, on the **retailer's** or **distributor's** website.
- (3) A **retailer** and a **distributor** must make a copy of the **Code** available for inspection at the offices of the **retailer** and **distributor** at no charge.

### 10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **residential customer** on request, at no charge, services that assist the **residential customer** in interpreting information provided by the **retailer** or **distributor** to the **residential customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, where appropriate, a **distributor** must include in relation to **residential customers** –
  - (a) the **telephone** number for ~~their~~**its** **TTY** services;
  - (b) the **telephone** number for independent multi-lingual services; and
  - (c) the **National Interpreter Symbol** with the words "Interpreter Services",  
on the –
  - (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**);
  - (e) **reminder notice**; and
  - (f) **disconnection warning**.

### 10.12 Metering

- (1) A **distributor** must advise a **customer** on request, at no charge, of the availability of different types of **meters** and their –
  - (a) suitability to the **customer's supply address**;
  - (b) purpose;
  - (c) costs; and
  - (d) installation, operation and maintenance procedures.
- (2) If a **customer** asks a **retailer** for information relating to the availability of different types of **meters**, the **retailer** must –
  - (a) give the information to the **customer**, or
  - (b) refer the **customer** to the relevant **distributor** for a response.

**Part 11**  
**NOT USED**

## Part 12

### Complaints & Dispute Resolution

#### 12.1 Obligation to establish complaints handling process

- (1) A **retailer** and **distributor** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The **complaints** handling process under subclause (1) must –
  - (a) comply with **Australian Standard** AS 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 **retailer**, [electricity marketing agents](#) or **marketing**; and
  - (d) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(ii)(B), a **retailer** or **distributor** must at least –
  - (a) when responding to a **customer complaint**, advise the **customer** that the **customer** has the right to have the **complaint** considered by a senior employee within the **retailer** or **distributor** (in accordance with its **complaints** handling process); and
  - (b) when a **complaint** has not been **resolved** internally in a manner acceptable to the **customer**, advise the **customer** –
    - (i) of the reasons for the outcome (on request, the **retailer** or **distributor** must supply such reasons in writing); and
    - (ii) that the **customer** has the right to raise the **complaint** with the **electricity ombudsman** or another relevant external dispute resolution body and provide the Freecall **telephone** number of the **electricity ombudsman**.
- (4) [For the purpose of subclause \(2\)\(b\)\(iii\), a \*\*retailer\*\* or \*\*distributor\*\* must, on receipt of a written \*\*complaint\*\* by a \*\*customer\*\* –](#)
  - [\(a\) acknowledge the \*\*complaint\*\* within 10 \*\*business days\*\*; and](#)
  - [\(b\) respond to the \*\*complaint\*\* by addressing the matters in the \*\*complaint\*\* within 20 \*\*business days\*\*.](#)



## **12.2 Obligation to comply with a guideline that distinguishes customer queries from customer complaints**

A **retailer** must comply with any guideline developed by the **Authority** relating to distinguishing **customer** queries from **customer complaints**.

## **12.3 Information provision**

A **retailer, distributor** and **electricity marketing agent** must give a **customer** on request, at no charge, information that will assist the **customer** in utilising the respective **complaints** handling processes.

## **12.4 Obligation to refer complaint**

When a **retailer, distributor** or **electricity marketing agent** receives a **complaint** that does not relate to its functions, it must advise the **customer** of the entity that the **retailer, distributor** or **electricity marketing agent** reasonably considers to be the appropriate entity to deal with the **complaint** (if known).

<p style="text-align: center;"><b>Part 13</b> <b>Record Keeping and Reporting</b></p>
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**Division 1—General**

**13.1—Records to be kept**

- (1) ~~Unless expressly provided otherwise, a **retailer, distributor** or **electricity marketing agent** must keep a record or other information that a **retailer, distributor** or **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.~~
- (2) ~~For the purposes of subclause (1), a **retailer** must keep records or other information pursuant to clauses—~~
- ~~(a) 2.2;~~
  - ~~(b) 2.6(3);~~
  - ~~(c) 6.10(4);~~
  - ~~(d) 7.7;~~
  - ~~(e) 13.2;~~
  - ~~(f) 13.3(1) and 13.3(2)~~
  - ~~(g) 13.4;~~
  - ~~(h) 13.5;~~
  - ~~(i) 13.6; and~~
  - ~~(j) 13.7(1) and 13.7(2).~~
- (3) ~~For the purposes of subclause (1), a **distributor** must keep records or other information pursuant to clauses—~~
- ~~(a) 7.7~~
  - ~~(b) 13.8(1) and 13.8(2);~~
  - ~~(c) 13.9(1);~~
  - ~~(d) 13.10(1) and 13.10(2);~~
  - ~~(e) 13.11;~~
  - ~~(f) 13.12;~~
  - ~~(g) 13.13(1) and 13.13(2); and~~
  - ~~(h) 13.14 (1).~~

## **Division 2 — Record keeping obligations particular to retailers**

### **13.2 — Affordability and access**

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

- (a) ~~the total number of, and percentage of, its **residential customer accounts** that —~~

~~have been issued with a bill outside the timeframes prescribed in clause 4.1, categorised according to circumstances where the delay is due to fault on the part of the **retailer**, due to the **retailer** not receiving the required metering data from the **distributor** in accordance with clause 4.1(b)(ii); and due to the actions of the **customer** in accordance with clause 4.1(b)(iii);~~

- ~~(i) are subject to an **instalment plan** under Part 6;~~
- ~~(ii) have been granted additional time to pay a bill under Part 6;~~
- ~~(iii) have been placed on a shortened **billing cycle** under Part 6;~~
- ~~(iv) have been **disconnected** in accordance with clauses [7.17.1](#) to [7.37.3](#) for failure to pay a bill;~~
- ~~(v) have been **disconnected** under subclause (v) that were previously the subject of an **instalment plan**;~~
- ~~(vi) have been **disconnected** under subclause (v) and that have been **disconnected** pursuant to clauses 7.1 and 7.3 at the same **supply address** on at least 1 other occasion during the **reporting year** or the previous **reporting year**;~~
- ~~(vii) have been **disconnected** under subclause (v) while the subject of a **concession**;~~
- ~~(viii) the **retailer** has requested to be **reconnected**, pursuant to clause 8.1(1)(a), at the same **supply address** and in the same name within 7 days of requesting the **residential customer account** to be **disconnected** under subclause (v);~~
- ~~(ix) the **retailer** has requested to be **reconnected** pursuant to clause 8.1(1)(a) that were not **reconnected within the prescribed timeframe**;~~
- ~~(x) have been **reconnected** pursuant to subclause (ix) that were previously the subject of an **instalment plan**;~~
- ~~(xi) have been **reconnected** pursuant to subclause (ix) and that have also been **reconnected** pursuant to subclause (ix) on at least 1 other occasion during the **reporting year** or the previous **reporting year**;~~
- ~~(xii) have been **reconnected** pursuant to subclause (ix) and that, immediately prior to **disconnection**, were the subject of a **concession**;~~
- ~~(xiii) have lodged security deposits in relation to the **residential customer account**; and~~
- ~~(xiv) have had **direct debit plans terminated**.~~

- ~~(b) the total number of, and percentage of, its **business customer accounts** that—~~
- ~~(i) have been issued with a bill outside the timeframes prescribed in clause 4.1;~~
  - ~~(ii) are subject to an **instalment plan** under Part 6;~~
  - ~~(iii) have been granted additional time to pay a bill under Part 6;~~
  - ~~(iv) have been placed on a shortened **billing cycle** under Part 6;~~
  - ~~(v) have been **disconnected** in accordance with clauses 7.1 to 7.3 for failure to pay a bill;~~
  - ~~(vi) the **retailer** has requested to be **reconnected**, pursuant to clause 8.1(1)(a), at the same **supply address** and in the same name within 7 days of requesting the **business customer account** to be **disconnected** under clauses 7.1 to 7.3;~~
  - ~~(vii) the **retailer** has requested to be **reconnected** pursuant to clause 8.1(1)(a) that were not **reconnected within the prescribed timeframe**;~~
  - ~~(viii) have lodged security deposits in relation to the **business customer account**; and~~
  - ~~(ix) have had **direct debit plans terminated**.~~
- ~~(c) the actions it undertook, and the responses from the **distributor** to those actions, to obtain metering data where the **retailer** has issued a bill outside of the time frame set out in clause 4.1(b).~~

### ~~13.3 Customer complaints~~

- ~~(1) A **retailer** must keep a record of—~~
- ~~(a) the total number of **complaints** received from **residential customers** and **business customers**, other than **complaints** received under clause 13.7(1)(b); and~~
  - ~~(b) the number of the **complaints** in subclause (1)(a) that relate to—~~
    - ~~(i) **billing/credit complaints**;~~
    - ~~(ii) **transfer complaints**;~~
    - ~~(iii) **marketing complaints** (including **complaints** made directly to a **retailer**); and~~
    - ~~(iv) **other complaints**.~~
  - ~~(c) the action taken by a **retailer** to address a **complaint**;~~
  - ~~(d) the time taken for the **complaint** to be concluded;~~
  - ~~(e) the percentage of **complaints** from **residential customers** concluded within 15 **business days** and 20 **business days**; and~~
  - ~~(f) the percentage of **complaints** from **business customers** concluded within 15 **business days** and 20 **business days**.~~
- ~~(2) A **retailer** must keep a record of the details of each **complaint** referred to in subclause (1).~~

#### ~~13.4—Compensation payments~~

~~A **retailer** must keep a record of payments, including the total number of payments and the amount paid to the **customer** for each payment 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 a **call centre** of the **retailer**;~~
- ~~(b) the number of **telephone** calls to a **call centre** answered by a **call centre** operator within 30 seconds;~~
- ~~(c) the percentage of **telephone** calls to a **call centre** answered by a **call centre** operator within 30 seconds;~~
- ~~(d) the average duration (in seconds) before a call is answered by a **call centre** operator; and~~
- ~~(e) the percentage of the calls in subclause (a) that are unanswered.~~

#### ~~13.6—Supporting information~~

~~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 customer accounts** held by **contestable customers**; and~~
- ~~(d) **business customer accounts** held by **non-contestable customers**.~~

#### ~~13.7—Pre-payment meters~~

~~(1) 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(1)(a), relating to a **pre-payment meter customer**;~~
- ~~(c) the action taken by the **retailer** to address a **complaint**;~~
- ~~(d) the time taken for the **complaint** to be concluded;~~
- ~~(e) the percentage of **complaints** from **pre-payment meter customers** other than those **complaints** specified in clause 13.13(1)(a) concluded within 15 **business days** and 20 **business days**;~~
- ~~(f) the total number of **customers** who have reverted to a standard **meter** within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**;~~

- ~~(g) the total number of **customers** who have reverted to a standard **meter** in the 3 month period immediately following the expiry of the period referred to in subclause (f);~~
  - ~~(h) the total number of **customers** who have reverted to a standard **meter**;~~
  - ~~(i) the number of instances where a **pre-payment meter customer** has—~~
    - ~~(i) been **disconnected**; or~~
    - ~~(ii) not received electricity other than being **disconnected**;~~
  - ~~(j) the duration of each of those events referred to in subclause (i);~~
  - ~~(k) the number of **pre-payment meter customers** who have informed the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; and~~
  - ~~(l) the number of **pre-payment meter customers** who the **retailer** identifies have been **disconnected** 2 or more times in any 1 month period for longer than 120 minutes on each occasion.~~
- ~~(2) A **retailer** must keep a record of the details of each **complaint** referred to in subclause (1)(b).~~

### **Division 3 — Record keeping 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**.~~
- ~~(2) A **distributor** must keep a record of—~~
  - ~~(a) the total number of **reconnections** provided other than—~~
    - ~~(i) those recorded in subclause (1);~~
    - ~~(ii) pursuant to clause 8.1(1)(b); and~~
    - ~~(iii) pursuant to clause 8.1(1)(c); and~~
  - ~~(b) the total number of **reconnections** in subclause (a) not provided **within the prescribed timeframe**.~~

#### **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**;~~
  - ~~(b) the total number of street lights reported faulty each month in the **regional area**;~~
  - ~~(c) the total number of street lights not repaired within 5 days in the **metropolitan area**;~~

- ~~(d) the total number of street lights not repaired within 9 days in the **regional area**;~~
  - ~~(e) the total number of street lights in the **metropolitan area**;~~
  - ~~(f) the total number of street lights in the **regional area**;~~
  - ~~(g) the average number of days to repair faulty street lights in the **metropolitan area**; and~~
  - ~~(h) the average number of days to repair faulty street lights in the **regional area**.~~
- ~~(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** received (excluding **quality and reliability complaints** but including **complaints** received under Part 9);~~
  - ~~(b) the number of the **complaints** in subclause (a) that relate to —~~
    - ~~(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**);~~
  - ~~(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**.~~
- ~~(2) A **distributor** must keep a record of the details of each **complaint** referred to in subclause (1).~~

### **13.11 Compensation payments**

~~A **distributor** must keep a record of the payments made under clauses 14.4 and 14.5, including the total number of payments made and the amount paid to the **customer** for each payment.~~

### **13.12 Call centre performance**

- ~~A **distributor** must keep a record of —~~
- ~~(a) the total number of **telephone** calls to a **call centre** of the **distributor**;~~
  - ~~(b) the number of **telephone** calls to a **call centre** answered by a **call centre** operator within 30 seconds;~~
  - ~~(c) the percentage of **telephone** calls to a **call centre** answered by a **call centre** operator within 30 seconds;~~
  - ~~(d) the average duration (in seconds) before a call is answered by a **call centre** operator; and~~

~~(e) the percentage of the calls in subclause (a) that are unanswered.~~

### ~~13.13 Pre-payment meters~~

~~(1) 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**;~~
- ~~(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**.~~

~~(2) A **distributor** must keep a record of the details of each **complaint** referred to in subclause (1).~~

### ~~13.14 Supporting information~~

~~(1) A **distributor** must keep a record of the total number of **exit points** of **customers** who are **connected** to the **distributor's** network.~~

~~(2) In this clause —~~

~~“**exit point**” has the same meaning as in the *Electricity Industry (Customer Transfer) Code 2004*.~~

## ~~Division 4 — Reporting obligations~~

### ~~13.15~~13.1 Preparation of an annual report by retailers

A **retailer** must prepare a report in respect of each **reporting year** setting out the information in the manner and form specified by the **Authority**~~in the records in clauses —~~

- ~~(a) 13.2;~~
- ~~(b) 13.3(1)(a), 13.3(1)(b), 13.3(1)(e) and 13.3(1)(f);~~
- ~~(c) 13.4;~~
- ~~(d) 13.5;~~
- ~~(e) 13.6; and~~
- ~~(f) 13.7(1)(a), 13.7(1)(b), 13.7(1)(e), 13.7(1)(f), 13.7(1)(g), 13.7(1)(h), 13.7(1)(i), 13.7(1)(k) and 13.7(1)(l).~~

### ~~13.16~~13.2 Preparation of an annual report by distributors

A **distributor** must prepare a report in respect of each **reporting year** setting out the information in the manner and form specified by the **Authority**~~in the records in clauses —~~



- ~~(a) 13.8;~~
- ~~(b) 13.9;~~
- ~~(c) 13.10(1)(a), 13.10(1)(b) and 13.10(1)(e);~~
- ~~(d) 13.11;~~
- ~~(e) 13.12;~~
- ~~(f) 13.13(1)(a) and 13.13(1)(d); and~~
- ~~(g) 13.14.~~

### ~~13.17~~**13.3** Publication of reports by retailers and distributors

- (1) The reports in clauses 13.1~~5~~ and 13.~~16-2~~ are to be published by the date specified by the Authority~~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 by the date specified by the Authority~~and the Authority not less than 7 days before it is published.~~

### ~~13.18~~ Provision of records to the Authority

- ~~(1) A **retailer** and a **distributor** must provide the information in the records in clauses 13.15 and 13.16 to the **Authority** in a format acceptable to the **Authority** not later than the following 23 September.~~

<p style="text-align: center;"><b>Part 14</b> <b>Service Standard Payments</b></p>
--

## **Division 1 – Obligations particular to retailers**

### **14.1 Facilitating customer reconnections**

- (1) Subject to clause 14.6, 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** \$60 for each day that it is late, up to a maximum of \$300.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of the **distributor**, the **distributor** must compensate the **retailer** for the payment.

### **14.2 Wrongful disconnections**

- (1) Subject to clause 14.6, if a **retailer** –
- (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 and 6.10) and Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), 7.7(2)(a) and 7.7(2)(c)) of the **Code** prior to arranging for **disconnection** or **disconnecting** a **customer** for failure to pay a bill; or
  - (b) arranges for **disconnection** or **disconnects** a **customer** in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,
- the **retailer** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of the **distributor**, the **distributor** must compensate the **retailer** for the payment.

### **14.3 Customer service**

- ~~(4) 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**.~~

- (1) Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a ~~query or~~ **complaint** within the time frames prescribed ~~in~~ under subclause ~~12.1(14)~~, the **retailer** must pay to the **customer** \$20.
- (2) The **retailer** will only be liable to make 1 payment of \$20, pursuant to subclause ~~(21)~~, for each written ~~query or~~ **complaint**.

## 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)~~(1) Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a ~~query or~~ **complaint** within the time frames prescribed ~~under~~ in subclause ~~12.1(14)~~, the **distributor** must pay to the **customer** \$20.
- ~~(3)~~(2) The **distributor** will only be liable to make 1 payment of \$20, pursuant to subclause ~~(21)~~, for each written ~~query or~~ **complaint**.

### 14.5 Wrongful disconnections

Subject to clause 14.6, if a **distributor disconnects** a **customer's supply address** other than as authorised by –

- (a) this **Code** or otherwise by law; or
- (b) a **retailer**,

then the **distributor** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.

## Division 3 – Payment

### 14.6 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if events or conditions outside the control of the **retailer** or **distributor** caused the **retailer** or **distributor** to be liable to make the payment.
- (2) Except in the case of a payment under clauses 14.2 and 14.5, which are required to be made without application by a **customer** as soon as reasonably practical, a **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if the **customer** fails to apply to the **retailer** or **distributor** for the payment within 3 months of the non-compliance by the **retailer** or **distributor**.
- (3) Under clauses 14.3 and 14.4, a **retailer** or **distributor** is not required to make more than 1 payment to each affected **supply address** per event of non-compliance with the performance standards.

- (4) For the purposes of subclause (3), each **supply address** where a **customer** receives a bill from a **retailer** is a separate **supply address**.

#### 14.7 Method of payment

- (1) A **retailer** who is required to make a payment under clauses 14.1, 14.2 or 14.3 must do so –
- (a) by deducting the amount of the payment from the amount due under the **customer's** next bill;
  - (b) by paying the amount directly to the **customer**; or
  - (c) as otherwise agreed between the **retailer** and the **customer**.
- (2) A **distributor** who is required to make a payment under clauses 14.4 or 14.5 must do so –
- (a) by paying the amount to the **customer's retailer** who will pass the amount on to the **customer** in accordance with subclause (1);
  - (b) by paying the amount directly to the **customer**; or
  - (c) as otherwise agreed between the **distributor** and the **customer**.
- (3) For the avoidance of doubt, a payment made under this part does not affect any rights of a **customer** to claim damages or any other remedy.

#### 14.8 Recovery of payment

- (1) If a **retailer** or **distributor** who is required to make a payment to a **customer** under this Part fails to comply with clause 14.7 within 30 days of the date of demand for payment by the **customer**, or in the case of a payment required to be made under clause 14.2(1) or 14.5, within 30 days of the date of the wrongful **disconnection**, then the **customer** may recover the payment in a court of competent jurisdiction as a debt due from the **retailer** or **distributor** (as the case may be) to the **customer**.
- (2) If a **retailer** is entitled under clause 14.1(2) or 14.2(2) to compensation from a **distributor**, and the **distributor** fails to pay the compensation to the **retailer** within 30 days of the date of demand for compensation payment by the **retailer**, then the **retailer** may recover the compensation payment in a court of competent jurisdiction as a debt due from the **distributor** to the **retailer**.

## Significant amendments to the Code

This table sets out significant amendments that have been made to the **Code** by the Economic Regulation Authority (ERA) since it was first established in 2004. These amendments were made pursuant to the statutory review process set out in section 88 of the *Electricity Industry Act 2004* (WA).

Relevant Part of the Code	Summary of Amendments
<b>2007 Review – Changes effective 8 January 2008 (with several minor corrections effective 26 February 2008)</b>	
Part 1 – Preliminary	To correct errors and reflect changes since the establishment of the Code.
Part 2 – Marketing	To remove provisions which were duplicated with other legislation (such as the Gas Marketing Code), where there would be no significant detriment to customer protection.
Part 5 – Payment	To reflect current banking practice in relation to direct debit payments.
Part 8 – Reconnection	To establish a priority connection register.
Part 10 – Information & Communication	To remove burdensome requirements that a retailer publish prescribed information in the Government Gazette or local newspapers.
Part 13 – Record Keeping	To improve consistency with the Steering Committee on National Regulatory Reporting Requirements.
Part 14 – Service Standard Payments	To extend service standard payments (a prescribed amount payable when a service standard has been breached) to all small use customers.
Miscellaneous	To correct, update and minimise explanatory notes contained in the Code, and in many cases to transfer the intent of notes to A Guide to Understanding the Code of Conduct (For the Supply of Electricity to Small Use Customers). To remove redundant, spent or duplicated provisions, remove or amend clauses considered too prescriptive by the ECCC, and to improve the level of consumer protection.
<b>2009 Review – Changes effective 1 July 2010</b>	
Part 1 – Preliminary	To correct errors and reflect changes since the establishment of the Code.
Part 2 – Marketing	To simplify the provisions dealing with definitions related to marketing.
Part 6 – Payment Difficulties and Financial Hardship	Relating to the issue of financial hardship, including the abolition of late payment fees for financial hardship customers and the establishment of a requirement for the ERA to review the

Relevant Part of the Code	Summary of Amendments
	financial hardship policies of retailers and publish the findings.
Part 10 – Information and Communication	To reduce the amount of information retailers are required to provide to business customers as distinct from residential customers.
Part 11 – Customer Service Charter	To streamline and in some cases remove information provision requirements related to all customers (eg The ERA has removed the requirement for retailers and distributors to produce a customer service charter).
Part 14 – Service Standard Payments	Relating to wrongful disconnection, including an increase in the daily amount of service standard payment from \$50 to \$100, removal of the cap on the amount of service standard payment and a requirement that the payment be made to all customers wrongfully disconnected without a requirement that the customer apply for the payment.
<b>2010 Review – Changes effective 1 July 2010</b>	
Part 9 – Pre-Payment Meters	To remove the existing barriers to operation of pre-payment meters (PPM) while addressing customer issues and ensuring consumer protection at a level commensurate with other Australian jurisdictions, including the National Energy Market.
Part 13 – Record Keeping	To create record keeping obligations in relation to PPMs.

## **Attachment 2 – Proposed new Code (clean copy)**

***Code of Conduct for the Supply of Electricity  
to Small Use Customers 2014***



<b>PART 1 PRELIMINARY .....</b>	<b>5</b>
1.1 Title .....	5
1.2 Authority.....	5
1.3 Commencement.....	5
1.4 Interpretation.....	5
1.5 Definitions .....	5
1.6 Application .....	12
1.7 Purpose .....	12
1.8 Objectives .....	13
1.9 Amendment & Review.....	13
1.10 Variation from the Code .....	13
<b>PART 2 MARKETING.....</b>	<b>14</b>
<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>	<b>14</b>
2.1 Retailers to ensure electricity marketing agents comply with this Part .....	14
<b>DIVISION 2 – CONTRACTS.....</b>	<b>14</b>
2.2 Entering into contracts.....	<b>Error! Bookmark not defined.</b>
<b>DIVISION 3 - INFORMATION TO BE PROVIDED TO CUSTOMERS .....</b>	<b>ERROR!</b>
<b>BOOKMARK NOT DEFINED.</b>	
2.3 Information to be given before entering into a contract.....	<b>Error!</b>
2.4 Information to be given at the time of or after entering into a contract .....	<b>Error! Bookmark not defined.</b>
<b>DIVISION 4 – MARKETING CONDUCT .....</b>	<b>16</b>
2.5 Standards of Conduct.....	16
2.6 Contact for the purposes of marketing.....	17
<b>DIVISION 5 – MISCELLANEOUS.....</b>	<b>18</b>
2.7 Compliance .....	18
2.8 Presumption of authority .....	18
2.9 Electricity marketing agent complaints .....	18
<b>PART 3 CONNECTION .....</b>	<b>20</b>
3.1 Obligation to forward connection application .....	20
<b>PART 4 BILLING.....</b>	<b>21</b>
<b>DIVISION 1 – BILLING CYCLES.....</b>	<b>21</b>
4.1 Billing cycle* .....	21
4.2 Shortened billing cycle* .....	21
4.3 Bill smoothing.....	22
4.4 How bills are issued .....	23
<b>DIVISION 2 - CONTENTS OF A BILL .....</b>	<b>23</b>
4.5 Particulars on each bill .....	23
<b>DIVISION 3 - BASIS OF BILL .....</b>	<b>25</b>
4.6 Basis of bill.....	25
4.7 Frequency of meter readings.....	25
4.8 Estimations .....	25
4.9 Adjustments to subsequent bills .....	26
4.10 Customer may request meter reading .....	26
<b>DIVISION 4 – METER TESTING .....</b>	<b>26</b>

4.11	Customer requests testing of meters or metering data .....	26
<b>DIVISION 5 – ALTERNATIVE TARIFFS .....</b>		<b>26</b>
4.12	Customer applications.....	27
4.13	Written notification of a change to an alternative tariff .....	27
<b>DIVISION 6 – FINAL BILL .....</b>		<b>27</b>
4.14	Request for final bill.....	27
<b>DIVISION 7 – REVIEW OF BILL .....</b>		<b>28</b>
4.15	Review of bill .....	28
4.16	Procedures following a review of a bill.....	28
<b>DIVISION 8 – UNDERCHARGING, OVERCHARGING AND ADJUSTMENT .....</b>		<b>28</b>
4.17	Undercharging .....	28
4.18	Overcharging .....	29
4.19	Adjustments .....	30
<b>PART 5 PAYMENT .....</b>		<b>32</b>
5.1	Due dates for payment*.....	32
5.2	Minimum payment methods* .....	32
5.3	Direct debit.....	32
5.4	Payment in advance* .....	32
5.5	Absence or illness .....	32
5.6	Late payments .....	32
5.7	Vacating a supply address* .....	33
5.8	Debt collection .....	34
<b>PART 6 PAYMENT DIFFICULTIES &amp; FINANCIAL HARDSHIP .....</b>		<b>35</b>
<b>DIVISION 1 – ASSESSMENT OF FINANCIAL SITUATION .....</b>		<b>35</b>
6.1	Assessment .....	35
6.2	Temporary suspension of actions.....	35
6.3	Assistance to be offered.....	36
<b>DIVISION 2 – RESIDENTIAL CUSTOMERS EXPERIENCING PAYMENT DIFFICULTIES OR FINANCIAL HARDSHIP .....</b>		<b>36</b>
6.4	Alternative payment arrangements.....	36
<b>DIVISION 3 – ASSISTANCE AVAILABLE TO RESIDENTIAL CUSTOMERS EXPERIENCING FINANCIAL HARDSHIP.....</b>		<b>37</b>
6.5	Definitions .....	37
<i>Subdivision 1 - Specific assistance available .....</i>		<i>38</i>
6.6	Reduction of fees, charges and debt.....	38
6.7	Revision of alternative payment arrangements.....	38
6.8	Provision of information.....	38
6.9	Payment in advance.....	38
<i>Subdivision 2 – Hardship policy.....</i>		<i>39</i>
6.10	Obligation to develop hardship policy .....	39
<b>DIVISION 4 – BUSINESS CUSTOMERS EXPERIENCING PAYMENT DIFFICULTIES .....</b>		<b>40</b>
6.11	Alternative payment arrangements.....	40
<b>PART 7 DISCONNECTION.....</b>		<b>41</b>
<b>DIVISION 1 – CONDUCT IN RELATION TO DISCONNECTION.....</b>		<b>41</b>
<i>Subdivision 1 – Disconnection for failure to pay bill.....</i>		<i>41</i>
7.1	General requirements.....	41

7.2	Limitations on disconnection for failure to pay bill.....	41
7.3	Dual fuel contracts .....	42
	<i>Subdivision 2 – Disconnection for denying access to meter .....</i>	<i>42</i>
7.4	General requirements.....	42
	<i>Subdivision 3 – Disconnection for emergencies.....</i>	<i>43</i>
7.5	General requirements.....	43
	<b>DIVISION 2 – LIMITATIONS ON DISCONNECTION .....</b>	<b>43</b>
7.6	General limitations on disconnection ... <b>Error! Bookmark not defined.</b>	
7.7	Life Support.....	44
	<b>PART 8 RECONNECTION.....</b>	<b>48</b>
8.1	Reconnection by retailer* .....	48
8.2	Reconnection by distributor.....	48
	<b>PART 9 PRE-PAYMENT METERS .....</b>	<b>50</b>
9.1	Application .....	50
9.2	Operation of pre-payment meter .....	50
9.3	Provision of mandatory information .....	50
9.4	Reversion.....	52
9.5	Life support equipment.....	53
9.6	Requirements for pre-payment meters .....	53
9.7	Recharge Facilities.....	54
9.8	Concessions .....	54
9.9	Meter testing .....	54
9.10	Credit retrieval, overcharging and undercharging .....	55
9.11	Debt recovery..... <b>Error! Bookmark not defined.</b>	
9.12	Payment difficulties or financial hardship.....	56
9.13	Existing pre-payment meters.....	57
	<b>PART 10 INFORMATION &amp; COMMUNICATION.....</b>	<b>58</b>
	<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>	<b>58</b>
10.1	Tariff information .....	58
10.2	Historical billing data .....	58
10.3	Concessions .....	58
10.3A	Service Standard Payments.....	59
10.4	Energy Efficiency Advice.....	59
10.5	Distribution matters .....	59
	<b>DIVISION 2 – OBLIGATIONS PARTICULAR TO DISTRIBUTORS .....</b>	<b>59</b>
10.6	General information.....	59
10.7	Historical consumption data .....	60
10.8	Distribution standards.....	60
	<b>DIVISION 3 – OBLIGATIONS PARTICULAR TO RETAILERS AND</b>	
	<b>DISTRIBUTORS .....</b>	<b>60</b>
10.9	Written information must be easy to understand.....	60
10.10	Code of Conduct .....	60
10.11	Special Information Needs .....	61
10.12	Metering.....	61
	<b>PART 11 NOT USED.....</b>	<b>62</b>
	<b>PART 12 COMPLAINTS &amp; DISPUTE RESOLUTION.....</b>	<b>63</b>

12.1	Obligation to establish complaints handling process .....	63
12.2	Obligation to comply with a guideline that distinguishes customer queries from customer complaints.....	64
12.3	Information provision .....	64
12.4	Obligation to refer complaint.....	64
<b>PART 13 RECORD KEEPING AND REPORTING .....</b>		<b>65</b>
<b>DIVISION 1 – GENERAL.....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
13.1	Records to be kept.....	<b>Error! Bookmark not defined.</b>
<b>DIVISION 2 – RECORD KEEPING OBLIGATIONS PARTICULAR TO RETAILERS .....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
13.2	Affordability and access .....	<b>Error! Bookmark not defined.</b>
13.3	Customer complaints.....	<b>Error! Bookmark not defined.</b>
13.4	Compensation payments.....	<b>Error! Bookmark not defined.</b>
13.5	Call Centre Performance.....	<b>Error! Bookmark not defined.</b>
13.6	Supporting information .....	<b>Error! Bookmark not defined.</b>
13.7	Pre-payment meters.....	<b>Error! Bookmark not defined.</b>
<b>DIVISION 3 – RECORD KEEPING OBLIGATIONS PARTICULAR TO DISTRIBUTORS .....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
13.8	Connections.....	<b>Error! Bookmark not defined.</b>
13.9	Timely repair of faulty street lights.....	<b>Error! Bookmark not defined.</b>
13.10	Customer complaints.....	<b>Error! Bookmark not defined.</b>
13.11	Compensation payments.....	<b>Error! Bookmark not defined.</b>
13.12	Call centre performance .....	<b>Error! Bookmark not defined.</b>
13.13	Pre-payment meters.....	<b>Error! Bookmark not defined.</b>
13.14	Supporting information .....	<b>Error! Bookmark not defined.</b>
<b>DIVISION 4 – REPORTING OBLIGATIONS. ERROR! BOOKMARK NOT DEFINED.</b>		
13.15	Preparation of an annual report by retailers.....	65
13.16	Preparation of an annual report by distributors.....	65
13.17	Publication of reports by retailers and distributors .....	65
13.18	Provision of records to the Authority....	<b>Error! Bookmark not defined.</b>
<b>PART 14 SERVICE STANDARD PAYMENTS.....</b>		<b>66</b>
<b>DIVISION 1 – OBLIGATIONS PARTICULAR TO RETAILERS.....</b>		<b>66</b>
14.1	Facilitating customer reconnections .....	66
14.2	Wrongful disconnections .....	66
14.3	Customer service .....	66
<b>DIVISION 2 – OBLIGATIONS PARTICULAR TO DISTRIBUTORS .....</b>		<b>67</b>
14.4	Customer service .....	67
14.5	Wrongful disconnections .....	67
<b>DIVISION 3 – PAYMENT.....</b>		<b>67</b>
14.6	Exceptions .....	67
14.7	Method of payment .....	67
14.8	Recovery of payment .....	68
<b>SIGNIFICANT AMENDMENTS TO THE CODE .....</b>		<b>69</b>

<p style="text-align: center;"><b>Part 1</b> <b>Preliminary</b></p>
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**1.1 Title**

The **Code** may be cited as the *Code of Conduct for the Supply of Electricity to Small Use Customers 2014*.

**1.2 Authority**

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

**1.3 Commencement**

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

**1.4 Interpretation**

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

**1.5 Definitions**

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

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

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

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

- (a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or

(b) under a bill smoothing arrangement based on an estimate carried out in accordance with clause 4.3(2)(a)-(b),

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

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

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

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

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

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

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

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

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

**“basic living needs”** includes –

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

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

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

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

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

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

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

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

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

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

**“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.

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

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

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

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

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

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

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

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

**“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 email, on the date on which the sender's facsimile or email facilities recorded that the facsimile or email was successfully transmitted; and
  - (iv) 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**.
- “de-energise”** means the removal of the supply voltage from the **meter** at the **premises** while leaving the **premises attached**.
- “direct debit facility”** means a facility offered by a **retailer** to automatically deduct a payment from a **customer's** nominated account and entered into with a **customer** in accordance with clause 5.3.
- “disconnect”** means to **de-energise** the **customer's supply address**, other than in the event of an **interruption**.
- “disconnection warning”** means a notice in writing issued in accordance with clause 7.1(1)(c) or clause 7.4(1).
- “distributor”** means a person who holds a distribution licence or integrated regional licence under Part 2 of the **Act**.
- “door to door marketing”** means the **marketing** practice under which –
- (a) an **electricity marketing agent** goes from place to place seeking out persons who may be prepared to enter, as **customers**, into **contracts**; and
  - (b) the **electricity marketing agent** or some other **electricity marketing agent** then or subsequently enters into negotiations with those prospective **customers** with a view to arranging **contracts** on behalf of, or for the benefit of, a **retailer** or party other than the **customer**.
- “dual fuel contract”** means a **non-standard contract** for the sale of electricity and for the sale of gas by a **retailer** to a **contestable customer**.
- “Electricity Industry Code”** means the *Electricity Industry (Network Quality and Reliability of Supply) Code 2005*.
- “electricity marketing agent”** means –
- (a) a person who acts on behalf of a **retailer** –
    - (i) for the purpose of obtaining new **customers** for the licensee; or
    - (ii) in dealings with existing **customers** in relation to **contracts** for the supply of electricity by the licensee;
  - (b) a person who engages in any other activity relating to the **marketing** of electricity that is prescribed for the purposes of this definition; or
  - (c) a representative, agent or employee of a person referred to in subclause (a) or (b),
- but does not include a person who is a **customer** representative.
- “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 Retail Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.

“**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.

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

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

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

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

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

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

“**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.

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

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

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

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

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

**“Metering Code”** means the *Electricity Industry Metering Code 2005* as amended or replaced.

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

**“metropolitan area”** means –

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

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

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

**“non-standard contract”** means a contract entered into between a *retailer* and a *customer*, or a class of *customers*, that is not a *standard form contract*.

**“Obligation to Connect Regulations”** means the *Electricity Industry (Obligation to Connect) Regulations 2005* (WA).

**“overcharging”** means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the *retailer* or *distributor* is responsible or contributed to, but does not include an *adjustment*.

**“payment difficulties”** means a state of immediate financial disadvantage that results in a *residential customer* being unable to pay an outstanding amount as required by a *retailer* by reason of a *change in personal circumstances*.

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

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

“**pre-payment meter**” means a **meter** that requires a **customer** to pay for the supply of electricity prior to **consumption**.

“**pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address**.

“**pre-payment meter service**” means a service for the supply of electricity where the **customer** agrees to purchase electricity by means of a **pre-payment meter**.

“**public holiday**” means a public holiday in Western Australia.

“**re-certification**” means confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer’s supply address** continues to require **life support equipment**.

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

“**reconnect**” means to **re-energise** the **customer’s supply address** following **disconnection**.

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

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

“**Regional Power Corporation**” means the body corporate established as such by the *Electricity Corporations Act 2005*.

“**relevant consumer representative organisation**” means an organisation that 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).

“**reporting year**” means a year commencing on 1 July and ending on 30 June.

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

“**residential pre-payment meter customer**” means a **customer** who has a **pre-payment meter** operating at the **customer’s supply address** and who consumes electricity solely for domestic use.

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

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

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

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

“**telephone**” means a device which is used to transmit and receive voice frequency signals.

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

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

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

“**TTY**” means a teletypewriter.

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

“**undercharging**” includes, without limitation –

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

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

“**verifiable consent**” means consent that is given –

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

## 1.6 Application

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

- (a) **retailers**;
- (b) **distributors**; and
- (c) **electricity marketing agents**,

in accordance with Part 6 of the **Act**.

## 1.7 Purpose

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

## 1.8 Objectives

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

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

## 1.9 Amendment & Review

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

## 1.10 Variation from the Code

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

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

## Part 2 Marketing

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

### Division 1 – Obligations particular to retailers

#### 2.1 Retailers to ensure electricity marketing agents comply with this Part

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

### Division 2 – Contracts and information to be provided to customers

#### 2.2 Entering into a standard form contract

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

- (f) the **distributor's** 24 hour **telephone** number for faults and emergencies;
  - (g) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -
    - (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
    - (ii) **TTY** services;
  - (h) how to make an enquiry of, or **complaint** to, the **retailer**; and
  - (i) general information on the safe use of electricity.
- (3) For the purposes of subclause (2) a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
- (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
  - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.

## 2.3 Entering into a non-standard contract

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

- (e) how the **retailer** may assist if the **customer** is experiencing **payment difficulties** or **financial hardship**;
  - (f) with respect to a **residential customer**, the **concessions** that may apply to the **residential customer**;
  - (g) the **distributor's** 24 hour **telephone** number for faults and emergencies;
  - (h) with respect to a **residential customer**, how the **residential customer** may access the **retailer's** -
    - (i) multi-lingual services (in languages reflective of the **retailer's customer** base); and
    - (ii) **TTY** services;
  - (i) how to make an enquiry of, or **complaint** to, the **retailer**; and
  - (j) general information on the safe use of electricity.
- (3) For the purposes of subclauses (2)(b)-(j), a **retailer** or **electricity marketing agent** is taken to have given the **customer** the required information if -
- (a) the **retailer** or **electricity marketing agent** has provided the information to that **customer** within the preceding 12 months; or
  - (b) the **retailer** or **electricity marketing agent** has informed the **customer** how the **customer** may obtain the information, unless the **customer** requests to receive the information.
- (4) Before arranging a **non-standard contract**, the **Electricity Retail Corporation** or **Regional Power Corporation**, or an **electricity marketing agent** acting on behalf of it, must give a **customer** the following information:
- (a) that the **customer** is able to choose the **standard form contract** offered by the relevant **retailer**; and
  - (b) the difference between the **non-standard contract** and the **standard form contract**.
- (5) Subject to subclause (3), the **retailer** or **electricity marketing agent** must obtain the **customer's verifiable consent** that the information in clause 2.3(2) and clause 2.3(4) (if applicable) has been given.

## Division 3 – Marketing Conduct

### 2.4 Standards of Conduct

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



## 2.5 Contact for the purposes of marketing

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

## 2.6 No canvassing or advertising signs

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

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

## Division 4 – Miscellaneous

### 2.7 Compliance

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

Penalty –

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

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

Penalty –

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

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

### 2.8 Presumption of authority

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

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

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

### 2.9 Electricity marketing agent complaints

- (1) An **electricity marketing agent** must –

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

### 2.10 Records to be kept

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

- (a) after the last time the person to whom the information relates was **contacted** by or on behalf of the **electricity marketing agent**; or

- (b) after receipt of the last **contact** from or on behalf of the **electricity marketing agent**, whichever is later.

<p style="text-align: center;"><b>Part 3</b> <b>Connection</b></p>
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**3.1 Obligation to forward connection application**

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

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

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

## Part 4 Billing

### Division 1 – Billing cycles

#### 4.1 Billing cycle\*

A **retailer** must issue a bill –

- (a) no more than once a month, unless the **retailer** has –
  - (i) obtained a **customer's verifiable consent** to issue bills more frequently; or
  - (ii) given the **customer** –
    - (A) a **reminder notice** in respect of 3 consecutive bills; and
    - (B) notice as contemplated under clause 4.2; and
- (b) no less than once every 3 months, unless the **retailer** –
  - (i) has obtained a **customer's verifiable consent** to issue bills less frequently;
  - (ii) has not received the required metering data from the **distributor** for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the **distributor**, or
  - (iii) is unable to comply with this timeframe due to the actions of the **customer** where the **customer** is supplied under a deemed contract pursuant to regulation 37 of the *Electricity Industry (Customer Contracts) Regulations 2005* and the bill is the first bill issued to that **customer** at that **supply address**.

#### 4.2 Shortened billing cycle\*

- (1) For the purposes of clause 4.1(a)(ii), a **retailer** has given a **customer** notice if the **retailer** has advised the **customer**, prior to placing the **customer** on a shortened **billing cycle**, that –
  - (a) receipt of a third **reminder notice** may result in the **customer** being placed on a shortened **billing cycle**;
  - (b) if the **customer** is a **residential customer**, assistance is available for **residential customers** experiencing **payment difficulties** or **financial hardship**;
  - (c) the **customer** may obtain further information from the **retailer** on a specified **telephone** number; and
  - (d) once on a shortened **billing cycle**, the **customer** must pay 3 consecutive bills by the due date to return to the **customer's** previous **billing cycle**.
- (2) Notwithstanding clause 4.1(a)(ii), a **retailer** must not place a **residential customer** on a shortened **billing cycle** without the **customer's verifiable consent** if –

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

#### 4.3 Bill smoothing

- (1) Despite 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 a bill which reflects a bill smoothing arrangement.
- (2) If a **retailer** provides a **customer** with a bill under a bill smoothing arrangement pursuant to subclause (1) the **retailer** must ensure –
  - (a) the amount payable under each bill is initially the same and is set out on the basis of –
    - (i) the **retailer's** initial estimate of the amount of electricity the **customer** will consume over the 12 month period;
    - (ii) the relevant supply charge for the **consumption** and any other charges related to the supply of electricity agreed with the **customer**;
    - (iii) any **adjustment** from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and
    - (iv) any other relevant information provided by the **customer**.
  - (b) that the initial estimate is based on the **customer's** historical billing data or, where the **retailer** does not have that data, the likely average **consumption** at the relevant tariff calculated over the 12 month period as estimated by the **retailer**;
  - (c) that on or before the seventh month –
    - (i) the **retailer** re-estimates the amount under subclause (2)(a)(i), taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**; and

- (ii) unless otherwise agreed, if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be reset to reflect that difference; and
- (d) that, at the end of the 12 month period, or any other time agreed between the **retailer** and the **customer** and at the end of the bill smoothing arrangement, the **meter** is read and any **adjustment** is included on the next bill in accordance with clause 4.19; and
- (e) the **retailer** has obtained the **customer's verifiable consent** to the **retailer** billing on that basis.

#### 4.4 How bills are issued

A **retailer** must issue a bill to a **customer** at the **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, subject to subclause (k), a **retailer** must include at least the following information on a **customer's** bill –
  - (a) either the range of dates of the metering supply period or the date of the current **meter** reading or estimate;
  - (b) if the **customer** has a **Type 7** connection point, the calculation of the tariff in accordance with the procedures set out in clause 4.6(1)(c);
  - (c) if the **customer** has an **accumulation meter** installed (whether or not the **customer** has entered into an **export** purchase agreement with a **retailer**) –
    - (i) the current **meter** reading or estimate; and
    - (ii) if the **customer** is on a **time of use tariff**, the current **meter** reading or estimate for the total of each **time band** in the **time of use tariff**;
  - (d) if the **customer** has not entered into an **export** purchase agreement with a **retailer** –
    - (i) the **customer's consumption**, or estimated **consumption**; and
    - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** or estimated **consumption** for the total of each **time band** in the **time of use tariff**;
  - (e) if the **customer** has entered into an **export** purchase agreement with a **retailer** –
    - (i) the **customer's consumption** and **export**;
    - (ii) if the **customer** is on a **time of use tariff**, the **customer's consumption** and **export** for the total of each **time band** in the **time of use tariff**; and

- (iii) if the **customer** has an **accumulation meter** installed and the **export meter** reading has been obtained by the **retailer**, the **export meter** reading;
- (f) the number of days covered by the bill;
- (g) the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;
- (h) the applicable tariffs;
- (i) the amount of any other fees or charges and details of the service provided;
- (j) with respect to a **residential customer**, a statement that the **residential customer** may be eligible to receive **concessions** and how the **residential customer** may find out its eligibility for those **concessions**;
- (k) the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;
- (l) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a **customer**;
- (m) the average daily cost of **consumption**, including charges ancillary to the **consumption** of electricity, unless the **customer** is a **collective customer**;
- (n) the average daily **consumption** unless the **customer** is a **collective customer**;
- (o) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
- (p) the amount due;
- (q) the due date;
- (r) a summary of the payment methods;
- (s) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
- (t) a **telephone** number for billing and payment enquiries;
- (u) a **telephone** number for **complaints**;
- (v) the **contact** details for the **electricity ombudsman**;
- (w) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
- (x) the **supply address** and any relevant mailing address;
- (y) the **customer's** name and account number;
- (z) the amount of arrears or credit;
- (aa) if applicable and not included on a separate statement –
  - (i) payments made under an **instalment plan**; and
  - (ii) the total amount outstanding under the **instalment plan**;



- (bb) with respect to **residential customers**, the **National Interpreter Symbol** with the words “Interpreter Services”;
  - (cc) the **retailer’s telephone** number for **TTY** services; and
  - (dd) to the extent that the data is available, a graph or bar chart illustrating the **customer’s** amount due or **consumption** for the period covered by the bill, the previous bill and the bill for the same period last year.
- (2) Notwithstanding subclause (1)(dd), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is –
- (a) not indicative of the **customer’s** actual **consumption**;
  - (b) not based upon a **meter** reading; or
  - (c) for a **collective customer**.
- (3) If a **retailer** identifies a **historical debt** and wishes to bill the **customer** for that **historical debt**, the **retailer** must advise the **customer** of –
- (a) the amount of the **historical debt**; and
  - (b) the basis of the **historical debt**,
- before, with, or on the **customer’s** next bill.

## Division 3 - Basis of Bill

### 4.6 Basis of bill

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

### 4.7 Frequency of meter readings

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

### 4.8 Estimations

- (1) If a **retailer** is unable to reasonably base a bill on a reading of the **meter** at a **customer’s supply address**, the **retailer** must give the **customer** an estimated bill.
- (2) If a **retailer** bases a bill upon an estimation, the **retailer** must specify in a visible and legible manner on the **customer’s** bill that –
- (a) the **retailer** has based the bill upon an estimation;

- (b) the **retailer** will tell the **customer** on request –
    - (i) the basis of the estimation; and
    - (ii) the reason for the estimation; and
  - (c) the **customer** may request –
    - (i) a verification of a **meter** reading; and
    - (ii) a **meter** reading.
- (3) A **retailer** must tell a **customer** on request the –
  - (a) basis for the estimation; and
  - (b) reason for the estimation.

#### 4.9 Adjustments to subsequent bills

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

#### 4.10 Customer may request meter reading

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

### Division 6 – Final bill

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

**customer** for instructions to transfer the remaining amount of credit in accordance with subclause (2).

## **Division 7 – Review of bill**

### **4.15 Review of bill**

Subject to a **customer** –

(a) paying –

(i) that portion of the bill under review that the **customer** and a **retailer** agree is not in dispute; or

(ii) an amount equal to the average amount of the **customer's** bills over the previous 12 months (excluding the bill in dispute),

whichever is less; and

(b) paying any future bills that are properly due,

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

### **4.16 Procedures following a review of a bill**

(1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –

(a) correct, the **retailer** –

(i) may require a **customer** to pay the unpaid amount;

(ii) must advise the **customer** that the **customer** may request the **retailer** to arrange a **meter** test in accordance with applicable law; and

(iii) must advise the **customer** of the existence and operation of the **retailer's** internal **complaints** handling processes and details of any applicable external **complaints** handling processes,

or

(b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.

(2) The **retailer** must inform a **customer** of the outcome of the review as soon as practicable.

(3) If the **retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the **date of receipt** of the request for review under clause 4.15, the **retailer** must provide the **customer** with notification of the status of the review as soon as practicable.

## **Division 8 – Undercharging, overcharging and adjustment**

### **4.17 Undercharging**

(1) This clause 4.17 applies whether the **undercharging** became apparent through a review under clause 4.15 or otherwise.

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

#### 4.18 Overcharging

- (1) This clause 4.18 applies whether the **overcharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been **overcharged** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, defect or default and, subject to subclause (6) and subclause (7), ask the **customer** for instructions as to whether the amount should be –
- (a) credited to the **customer's** account; or
  - (b) repaid to the **customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) Where the amount referred to in subclause (2) is less than \$75 the **retailer** may, notwithstanding clause 4.18(2), notify the **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –

- (a) ask the **customer** for instructions pursuant to 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).
- (7) Where the **customer** has been **overcharged** by the **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer**:
  - (a) experiencing **payment difficulties** or **financial hardship**; or
  - (b) making payments under an alternative payment arrangement under Part 6,

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

#### 4.19 Adjustments

- (1) If a **retailer** proposes to recover an amount of an **adjustment** which does not arise due to any act or omission of the **customer**, the **retailer** must –
  - (a) limit the amount to be recovered to no more than the amount of the **adjustment** for the 12 months prior to the date on which the **meter** was read on the basis of the **retailer's** estimate of the amount of the **adjustment** for the 12 month period taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**;
  - (b) list the amount of the **adjustment** as a separate item in a special bill or in the next bill, together with an explanation of that amount;
  - (c) not require the **customer** to pay a late payment fee; and
  - (d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.
- (2) If the **meter** is read pursuant to either clause 4.6 or clause 4.3(2)(d) and the amount of the **adjustment** is an amount owing to the **customer**, the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject to subclause (5) and subclause (7), ask the **customer** for instructions as to whether the amount should be –
  - (a) credited to the **customer's** account;
  - (b) repaid to the **customer**, or
  - (c) included as a part of the new bill smoothing arrangement where the **adjustment** arises under clause 4.3(2)(a)-(b),
- (3) If a **retailer** received instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.

- (4) If a **retailer** does not receive instructions under subclause (2), within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount of the **adjustment** to the **customer's** account.
- (5) Where the amount referred to in subclause (2) is less than \$75 the **retailer** may, notwithstanding clause (2), notify the **customer** of the **adjustment** by no later than the next bill after the **meter** is read; and
- (a) ask the **customer** for instructions pursuant to 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).
- (6) No interest shall accrue to an **adjustment** amount under subclause (1) or (2).
- (7) Where the amount of the **adjustment** is an amount owing to the **customer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer**:
- (a) experiencing **payment difficulties** or **financial hardship**; or
  - (b) making payments under an alternative payment arrangement under Part 6,
- the **retailer** may, with written notice to the **customer**, use the amount of the **adjustment** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or subclause (5) where the amount is less than \$75.

<h2>Part 5</h2> <h3>Payment</h3>
----------------------------------

#### 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\*

A **retailer** must offer a **customer** at least the following payment methods –

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

#### 5.3 Direct debit

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

#### 5.4 Payment in advance\*

- (1) A **retailer** must accept payment in advance from a **customer** on request.
- (2) Acceptance of an advance payment by a **retailer** will not require the **retailer** to credit any interest to the amounts paid in advance.
- (3) Subject to clause 6.9, for the purposes of subclause (1), \$20 is the minimum amount for which the **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 2 or more **reminder notices** within the previous 12 months; or
  - (b) the **residential customer** and the **retailer** have agreed to –
    - (i) a payment extension under Part 6, and the **residential customer** pays the bill by the agreed (new) due date; or
    - (ii) an **instalment plan** under Part 6, and the **residential customer** is making payments in accordance with the **instalment plan**; or
  - (c) subject to subclause (2) the **residential customer** has made a **complaint** directly related to the non-payment of the bill to the **retailer** or to the **electricity ombudsman** and the **complaint** is not **resolved** by the **retailer** or is not determined or is upheld by the **electricity ombudsman** (if a **complaint** has been made to the **electricity ombudsman**). If the **complaint** is determined by the **electricity ombudsman** in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **electricity ombudsman's** decision; or
  - (d) the **residential customer** is assessed by the **retailer** under clause 6.1(1) as being in **financial hardship**.
- (2) where the **retailer** has charged a late payment fee in the circumstances set out in subclause (1)(c) because the **retailer** was not aware of the **complaint**, the **retailer** will not contravene subclause (1)(c) but must refund the late payment fee on the **customer's** next bill.
  - (3) If a **retailer** has charged a **residential customer** a late payment fee, the **retailer** must not charge an additional late payment fee in relation to the same bill within 5 **business days** from the **date of receipt** of the previous late payment fee notice.
  - (4) A **retailer** must not charge a **residential customer** more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.
  - (5) If a **residential customer** has been assessed as being in **financial hardship** pursuant to 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.

## 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 –
  - (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least 5 days notice; or
  - (e) 5 days after the **customer** gave notice, in any other case.

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

<p style="text-align: center;"><b>Part 6</b> <b>Payment Difficulties &amp; Financial Hardship</b></p>
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## **Division 1 – Assessment of financial situation**

### **6.1 Assessment**

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

### **6.2 Temporary suspension of actions**

- (1) If a **retailer** refers a **residential customer** to an independent financial counsellor or **relevant consumer representative organisation** under clause 6(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- (2) If, a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems** under clause 6.1, and a **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 or provides the

**retailer** with an assessment from an independent financial counsellor or **relevant consumer representative organisation**,

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

- (3) A **temporary suspension of actions** must be for at least 15 **business days**.
- (4) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (3) and the **residential customer** or **relevant consumer representative organisation** requests additional time, a **retailer** must give reasonable consideration to the **residential customer's** or **relevant consumer representative organisation's** request.

### 6.3 Assistance to be offered

- (1) If the assessment carried out under clause 6.1 indicates to the **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) if the **residential customer** is experiencing **payment difficulties**:
    - (i) additional time to pay a bill; and
    - (ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**,
  - (b) if the **residential customer** is experiencing **financial hardship**:

- (i) additional time to pay a bill: and
  - (ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.
- (2) When offering or amending an **instalment plan**, a **retailer** must –
  - (a) ensure that the **instalment plan** is fair and reasonable taking into account information about the **residential customer's** capacity to pay and **consumption** history; and
  - (b) comply with subclause (3).
- (3) If the **residential customer** accepts an **instalment plan** offered by the **retailer**, the **retailer** must –
  - (a) within 5 **business days** of the **residential customer** accepting the **instalment plan** provide the **residential customer** with information in writing or by **electronic means**:
    - (i) that specifies the terms of **instalment plan** (including the number and amount of payments, the duration of payments and how the payments are calculated);
    - (ii) the consequences of not adhering to the **instalment plan**; and
    - (iii) the importance of contacting the **retailer** for further assistance if the **residential customer** cannot meet or continue to meet the **instalment plan** terms, and
  - (b) notify the **residential customer** in writing or by **electronic means** of any amendments to the **instalment plan** at least 5 **business days** before they come into effect (unless otherwise agreed with the **residential customer**) and provide the **residential customer** with information in writing or by **electronic means** that clearly explains and assists the **residential customer** to understand those changes.
- (4) If a **residential customer** has, in the previous 12 months, had 2 **instalment plans** cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another **instalment plan** under subclause (1), unless the **retailer** is satisfied that the **residential customer** will comply with the **instalment plan**.
- (5) For the purposes of subclause (4), cancellation does not include the revision of an **instalment plan** under clause 6.7.

### **Division 3 – Assistance available to residential customers experiencing financial hardship**

#### **6.5 Definitions**

In this division –

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

## Subdivision 1 - Specific assistance available

### 6.6 Reduction of fees, charges and debt

- (1) A **retailer** must give reasonable consideration to a request by a **customer experiencing financial hardship**, or a **relevant consumer representative organisation**, for a reduction of the **customer's** fees, charges or debt.
- (2) In giving reasonable consideration under subclause (1), a **retailer** should refer to the hardship procedures referred to in clause 6.10(3).

### 6.7 Revision of alternative payment arrangements

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

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

### 6.8 Provision of information

A **retailer** must advise a **customer experiencing financial hardship** of the –

- (a) **customer's** right to have the bill redirected at no charge to a third person;
- (b) payment methods available to the **customer**;
- (c) **concessions** available to the **customer** and how to access them;
- (d) different types of **meters** available to the **customer** and / or tariffs (as applicable);
- (e) independent financial counselling and other **relevant consumer representative organisations** available to the **customer**; and
- (f) availability of any other financial assistance and grants schemes that the **retailer** should reasonably be aware of and how to access them.

### 6.9 Payment in advance

- (1) A **retailer** must determine the minimum payment in advance amount, as referred to in clause 5.4(3), for **residential customers** experiencing **payment difficulties** or **financial hardship** in consultation with **relevant consumer representative organisations**.
- (2) A **retailer** may apply different minimum payment in advance amounts for **residential customers** experiencing **payment difficulties** or **financial hardship** and other **customers**.

## Subdivision 2 – Hardship policy

### 6.10 Obligation to develop hardship policy

- (1) A **retailer** must develop a hardship policy and hardship procedures to assist **customers experiencing financial hardship** in meeting their financial obligations and responsibilities to the **retailer**.
- (2) The hardship policy must –
  - (a) be developed in consultation with **relevant consumer representative organisations**;
  - (b) include a statement encouraging **customers** to contact their **retailer** if a **customer** is having trouble paying the **retailer's** bill;
  - (c) include a statement advising that the **retailer** will treat all **customers** sensitively and respectfully;
  - (d) include a statement that the **retailer** may reduce/waive debt;
  - (e) include an objective set of hardship indicators;
  - (f) include an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Code** and a statement that the **retailer** is able to provide further detail upon request.
  - (g) include an overview of any concessions and grants that may be available to the **retailer's customers**;
  - (h) be available in large print copies and include:
    - (i) the National Interpreter Symbol with the words "Interpreter Services";
    - (ii) information on the availability of independent multi-lingual services; and
    - (iii) information on the availability of **TTY** services; and
  - (i) be available on the **retailer's** website.
- (3) The hardship procedures must –
  - (a) be developed in consultation with **relevant consumer representative organisations**;
  - (b) provide for the training of staff –
    - (i) including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship**, energy efficiency auditors and field officers;
    - (ii) on issues related to **financial hardship** and its impacts, and how to deal with **customers** consistently with the obligation in subclause (3)(c);
  - (c) include guidance on how **customers experiencing financial hardship** are to be treated sensitively and respectfully;
  - (d) include guidance –
    - (i) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;

- (ii) that assist the **retailer** in determining a **residential customer's** usage needs and capacity to pay when determining the conditions of an **instalment plan**;
  - (iii) for suspension of **disconnection** and debt recovery procedures;
  - (iv) on the reduction and/or waiver of fees, charges and debt; and
  - (v) on the recovery of debt.
- (e) require that the **retailer's** credit management staff have a direct **telephone** number and that number be provided to relevant financial counsellors and **relevant consumer representative organisations**;
- (4) If requested, a **retailer** must give **residential customers**, financial counsellors and **relevant consumer representative organisations** a copy of the hardship policy, including by post at no charge.
- (5) A **retailer** must keep a record of –
  - (a) the **relevant consumer representative organisations** consulted on the contents of the hardship policy and hardship procedures;
  - (b) the dates the hardship policy and hardship procedures were established;
  - (c) the dates the hardship policy and hardship procedures were reviewed; and
  - (d) the dates the hardship policy and hardship procedures were amended.
- (6) The **retailer** may, at any time, or must if directed by the **Authority**, review its hardship policy and hardship procedures and submit to the **Authority** the results of that review within 5 **business days** after it is completed.
- (7) The **retailer** must comply with the **Authority's** Financial Hardship Policy Guidelines.
- (8) If the **retailer** amends the **retailer's** hardship policy, the **retailer** must submit to the **Authority** a copy of the **retailer's** hardship policy within 5 **business days** of the amendment.

## Division 4 – Business customers experiencing payment difficulties

### 6.11 Alternative payment arrangements

A **retailer** must consider any reasonable request for alternative payment arrangements from a **business customer** who is experiencing **payment difficulties**.



<p style="text-align: center;"><b>Part 7</b> <b>Disconnection</b></p>
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## **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.

#### **7.2 Limitations on disconnection for failure to pay bill**

- (1) Notwithstanding clause 7.1, a **retailer** must not arrange for the **disconnection** of a **customer's supply address** for failure to pay a bill –
  - (a) within 1 **business day** after the expiry of the period referred to in the **disconnection warning**;

- (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** –
    - (i) has accepted the offer before the expiry of the period specified by the **retailer** in the **disconnection warning**; and
    - (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the **retailer** in the **disconnection warning**;
  - (c) if the amount outstanding is less than an amount approved and published by the **Authority** in accordance with subclause (2) and the **customer** has agreed with the **retailer** to repay the amount outstanding;
  - (d) if the **customer** has made an application for a **concession** and a decision on the application has not yet been made;
  - (e) if the **customer** has failed to pay an amount which does not relate to the supply of electricity; or
  - (f) if the **supply address** does not relate to the bill (unless the **customer** has failed to make payments relating to an outstanding debt for 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 1 or more of the requirements referred in subclause (1) on behalf of the **retailer**.

## Subdivision 3 – Disconnection for emergencies

### 7.5 General requirements

If a **distributor disconnects** a **customer's supply address** for **emergency** reasons, the **distributor** must –

- (a) provide, by way of a 24 hour **emergency** line at the cost of a local call (excluding mobile telephones), information on the nature of the **emergency** and an estimate of the time when supply will be restored; and
- (b) use its best endeavours to restore supply to the **customer's supply address** as soon as possible.

## Division 2 – Limitations on disconnection

### 7.6 General limitations on disconnection

- (1) Subject to subclause (3), a **retailer** must not arrange for **disconnection** of a **customer's supply address** where:
  - (a) a **complaint** has been made to the **retailer** directly related to the reason for the proposed **disconnection**; or
  - (b) the **retailer** is notified by the **distributor, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been

made to the **distributor, electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body.

- (2) Subject to subclause (3), a **distributor** must not perform a **disconnection** of a **customer's supply address** –

(a) where:

- (i) a **complaint** has been made to the **distributor** directly related to the reason for the proposed **disconnection**; or
- (ii) the **distributor** is notified by the **retailer, electricity ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed **disconnection**, that has been made to the **retailer, electricity ombudsman** or external dispute resolution body,

and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **electricity ombudsman** or external dispute resolution body; or

(b) during any time:

- (i) after 3.00 pm Monday to Thursday;
- (ii) after 12.00 noon on a Friday; or
- (iii) on a Saturday, Sunday, **public holiday** or on the **business day** before a **public holiday**,

unless –

- (iv) the **customer** is a **business customer**; and
- (v) the **business customer's** normal trading hours –
  - (A) fall within the time frames set out in subclause (b)(i) (ii) or (iii); and
  - (B) do not fall within any other time period; and
- (vi) it is not practicable for the **distributor** to perform the **disconnection** at any other time.

- (3) A **retailer** or a **distributor** may arrange for **disconnection** of a **customer's supply address** if the **disconnection**—

- (a) was requested by the **customer**; or
- (b) was carried out for **emergency reasons**.

## 7.7 Life Support

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

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

- (c) notify the **customer's distributor** that the **customer's supply address** is a **life support equipment** address, and of the contact details of the **customer** –
    - (i) that same day, if the confirmation is received before 3pm on a **business day**; or
    - (ii) no later than the next **business day**, if the confirmation is received after 3pm or on a Saturday, Sunday or **public holiday**; and
  - (d) not arrange for **disconnection** of that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**.
- (2) If a **customer** registered with a **retailer** under subclause (1) notifies the **retailer** of a change of the **customer's supply address**, contact details, **life support equipment** or that the **customer's supply address** no longer requires registration as a **life support equipment** address, the **retailer** must –
- (a) register the change of details;
  - (b) notify the **customer's distributor** of the change of details –
    - (i) that same day, if the notification is received before 3pm on a **business day**; or
    - (ii) no later than the next **business day**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
  - (c) continue to comply with subclause (1)(d) with respect to that **customer's supply address**.
- (3) Where a **distributor** has been informed by a **retailer** under subclause (1)(c) or by a relevant government agency that a person residing at a **customer's supply address** requires **life support equipment**, or of a change of details notified to the **retailer** under subclause (2), the **distributor** must –
- (a) register the **customer's supply address** as a **life support equipment** address –
    - (i) the next **business day**, if the notification is received before 3pm on a **business day**; or
    - (ii) within 2 **business days**, if the notification is received after 3pm or on a Saturday, Sunday or **public holiday**; and
  - (b) where informed by a relevant government agency, notify the **retailer** in accordance with the timeframes specified in subclause (3)(a);
  - (c) not **disconnect** that **customer's supply address** for failure to pay a bill while the person continues to reside at that address and requires the use of **life support equipment**; and
  - (d) prior to any planned **interruption**, provide at least 3 **business days** written notice or notice by **electronic means** to the **customer's supply address** (the 3 days to be counted from the **date of receipt** of the notice), and, unless expressly requested in writing by the **customer** not to, use best endeavours to obtain verbal acknowledgement, written acknowledgement or acknowledgement by **electronic means** from the **customer** or someone residing at the **supply address** that the notice has been received.

- (4) Where the **distributor** has already provided notice of a planned **interruption** under the **Electricity Industry Code** that will affect a **supply address** prior to the **distributor** being informed that a person residing at that **supply address** requires **life support equipment**, the **distributor** must use best endeavours to **contact** the **customer** or someone residing at the **supply address** prior to the planned **interruption**.

(5)

- (a) No earlier than 3 months prior to the 12 month anniversary of the confirmation from the **appropriately qualified medical practitioner** referred to in subclause (1), and in any event no later than 3 months after the 12 month anniversary of the confirmation, the **retailer** must **contact** the **customer** to:
- (i) ascertain whether a person residing at the **customer's supply address** continues to require **life support equipment**; and
  - (ii) if the **customer** has not provided the initial certification or **re-certification** from an **appropriately qualified medical practitioner** within the last 3 years, request that the **customer** provide that **re-certification**.
- (b) The **retailer** must provide a minimum period of 3 months for the **customer** to provide the information requested by the **retailer** in subclause (5)(a).

(6)

(a) When –

- (i) a person who requires **life support equipment**, vacates the **supply address**; or
- (ii) a person who required **life support equipment**, no longer requires the **life support equipment**; or
- (iii) subject to subclause 6(b), a **customer** fails to provide the information requested by the **retailer** for the purposes of subclause (5)(a)(i) or the **re-certification** referred to in subclause (5)(a)(ii), within the time period referred to in subclause 5(b), or greater period if allowed by the **retailer**,

the **retailer's** and **distributor's** obligations under subclauses (1),(3), (4) and (5) terminate.

- (b) A **customer** will have failed to provide the information requested by the **retailer** for the purposes of subclause (5)(a)(i) or the **re-certification** referred to in subclause (5)(a)(ii) where the **contact** by the **retailer** consisted of at least the following, each a minimum of 10 **business days** from the date of the last **contact**.

- (i) written correspondence sent by registered post to the **customer's supply address** and any other address nominated by the **customer**; and
- (ii) a minimum of 2 other attempts to contact the **customer** by any of the following means:
  - A. **electronic means**;
  - B. **telephone**;
  - C. in person;

- D. facsimile; or
  - E. by post sent to the **customer's supply address** and any other address nominated by the **customer**.
- (c) Where the **distributor's** obligations under subclauses (1),(3),(4) and (5) terminate as a result of the operation of subclause (6)(a)(iii), the **retailer** must notify the **distributor** of this fact as soon as reasonably practicable, but in any event, within 3 **business days**.

## Part 8 Reconnection

### 8.1 Reconnection by retailer\*

- (1) If a **retailer** has arranged for **disconnection** of a **customer's supply address** due to –
- (a) failure to pay a bill, and the **customer** has paid or agreed to accept an offer of an **instalment plan**, or other payment arrangement;
  - (b) the **customer** denying access to the **meter**, and the **customer** has subsequently provided access to the **meter**; or
  - (c) illegal use of electricity, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the electricity so obtained,
- the **retailer** must arrange for **reconnection** of the **customer's supply address**, subject to –
- (d) the **customer** making a request for **reconnection**; and
  - (e) the **customer** –
    - (i) paying the **retailer's** reasonable charge for **reconnection**, if any; or
    - (ii) accepting an offer of an **instalment plan** for the **retailer's** reasonable charges for **reconnection**, if any.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for **reconnection** to the relevant **distributor** –
- (a) that same **business day**, if the request is received before 3pm on a **business day**; or
  - (b) no later than the next **business day**, if the request is received –
    - (i) after 3pm on a **business day**, or
    - (ii) on a Saturday, Sunday or **public holiday**.

### 8.2 Reconnection by distributor

- (1) If a **distributor** has **disconnected** a **customer's supply address** on request by the **customer's retailer**, and the **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**;



- (b) for **supply addresses** located within the **regional area** –
  - (i) within 5 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
  - (ii) within 6 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.
- (3) Subclause (2) does not apply in the event of an **emergency**.

## Part 9

### Pre-payment Meters

#### 9.1 Application

- (1) Parts 4, 5, 6 (with the exception of clause 6.10), 7 and 8 and clauses 2.4 (other than as specified below), 10.2 and 10.7 of the **Code** do not apply to a **pre-payment meter customer**.
- (2) A **distributor** may only operate a **pre-payment meter**, and a **retailer** may only offer a **pre-payment meter service**, in an area that has been declared by the Minister by notice published in the *Government Gazette*.

#### 9.2 Operation of pre-payment meter

- (1) A **retailer** must not provide a **pre-payment meter service** at a **residential customer's supply address** without the **verifiable consent** of the **residential customer** or the **residential customer's** nominated representative.
- (2) A **retailer** must establish an account for each **pre-payment meter** operating at a **residential customer's supply address**.
- (3) A **retailer** must not, in relation to the offer of, or provision of, a **pre-payment meter service** –
  - (a) engage in conduct that is misleading, deceptive or likely to mislead or deceive or that is unconscionable; or
  - (b) exert undue pressure on a **customer**, nor harass or coerce a **customer**.
- (4) Subject to any applicable law, a **retailer** is not obliged to offer a **pre-payment meter service** to a **customer**.

#### 9.3 Provision of mandatory information

- (1) A **retailer** must advise a **residential customer** who requests information on the use of a **pre-payment meter**, at no charge and in clear, simple and concise language –
  - (a) of all applicable tariffs, fees and charges payable by the **residential customer** and the basis for the calculation of those charges;
  - (b) of the tariffs, fees and charges applicable to a **pre-payment meter service** relative to relevant tariffs, fees and charges which would apply to that **residential customer** if no **pre-payment meter** was operating at the **residential customer's supply address**;
  - (c) of the **retailer's** charges, or its best estimate of those charges, to replace or switch a **pre-payment meter** to a standard **meter**;
  - (d) how a **pre-payment meter** is operated;
  - (e) how the **residential customer** may recharge the **pre-payment meter** (including details of cost, location and business hours of **recharge facilities**);

- (f) of the emergency credit facilities applicable to a **pre-payment meter**, and
  - (g) of **credit retrieval**.
- (2) No later than 10 **business days** after the time a **residential customer** enters into a **pre-payment meter contract** at a **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 the availability and scope of the **Code** and the requirement that **distributors**, **retailers** and **electricity marketing agents** comply with the **Code**;
  - (d) details of the period at or before the expiry of which the **residential customer** may replace or switch the **pre-payment meter** to a standard **meter** at no cost to the **residential customer**;
  - (e) a **meter** identification number;
  - (f) a **telephone** number for enquiries;
  - (g) a **telephone** number for **complaints**;
  - (h) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
  - (i) confirmation of the **supply address** and any relevant mailing address;
  - (j) details of any **concessions** the **residential customer** may be eligible to receive;
  - (k) the amount of any **concessions** to be given to the **residential customer**;
  - (l) information on the availability of multi-lingual services (in languages reflective of the **retailer's customer** base);
  - (m) information on the availability of **TTY** services;
  - (n) advice on how the **retailer** may assist in the event the **residential customer** is experiencing **payment difficulties** or **financial hardship**;
  - (o) advice on how to make a **complaint** to, or enquiry of, the **retailer**;
  - (p) details on external **complaints** handling processes including the contact details for the **electricity ombudsman**;
  - (q) general information on the safe use of electricity;
  - (r) details of the initial **recharge facilities** available to the **residential customer**; and
  - (s) the date of the expiry of the **residential pre-payment meter customer's** right to revert to a standard **meter** at no charge and the options available to the **residential pre-payment meter customer** if the **residential pre-payment meter customer** replaces or switches the **pre-payment meter** to a standard **meter**.
- (3) A **retailer** must ensure that the following information is shown on or directly adjacent to a **residential customer's pre-payment meter** –
- (a) the positive or negative financial balance of the **pre-payment meter** within 1 dollar of the actual balance;

- (b) whether the **pre-payment meter** is operating on normal credit or emergency credit;
  - (c) a **telephone** number for enquiries; and
  - (d) the **distributor's** 24 hour **telephone** number for faults and **emergencies**.
- (4) A **retailer** must give a **pre-payment meter customer** on request, at no charge, the following information –
  - (a) total energy **consumption**;
  - (b) average daily **consumption**; and
  - (c) average daily cost of **consumption**,
 for the previous 2 years or since the commencement of the **pre-payment meter contract** (whichever is the shorter), divided in quarterly segments.
- (5) A **retailer** must, within 10 **business days** of the change, notify a **pre-payment meter customer** in writing or by **electronic means** if the **recharge facilities** available to the **residential customer** change from the initial **recharge facilities** referred to in subclause (2)(r).
- (6) The information to be provided in this clause, with the exception of the information in subclause (3), may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.

#### 9.4 Reversion

- (1) If a **pre-payment meter customer** notifies a **retailer** that it wants to replace or switch the **pre-payment meter** to a standard **meter**, the **retailer** must within 1 **business day** of the request –
  - (a) send the information referred to in clauses 2.3 and 2.4 to the **customer** in writing or by **electronic means**; and
  - (b) arrange with the relevant **distributor** to –
    - (i) remove or render non-operational the **pre-payment meter**; and
    - (ii) replace or switch the **pre-payment meter** to a standard **meter**.
- (2) A **retailer** must not require payment of a charge for reversion to a standard **meter** if the **pre-payment meter customer** is a **residential customer** and that **customer**, or its nominated representative, requests reversion of a **pre-payment meter** under subclause (1) within 3 months of the later of the installation of the **pre-payment meter** or the date that the **customer** agrees to enter into a **pre-payment meter contract**.
- (3) Where the **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), the **retailer** may charge the **pre-payment meter customer** a reasonable charge for reversion to a standard **meter**. However, the **retailer's** obligations under subclause (1) –
  - (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any); and

- (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard **meter** (if any).
- (4) If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at the **customer's supply address** –
  - (a) for **supply addresses** located within the **metropolitan area** within 5 **business days** of receipt of the request; or
  - (b) for **supply addresses** located within the **regional area** within 10 **business days** of receipt of the request.

## 9.5 Life support equipment

- (1) If a **pre-payment meter customer** provides a **retailer** with confirmation from an **appropriately qualified medical practitioner** that a person residing at the **customer's supply address** requires **life support equipment**, the **retailer** must not provide a **pre-payment meter service** at the **customer's supply address** and the **retailer** must, or must immediately arrange to –
  - (a) remove or render non-operational the **pre-payment meter** at no charge;
  - (b) replace or switch the **pre-payment meter** to a standard **meter** at no charge; and
  - (c) provide information to the **pre-payment meter customer** about the **contract** options available to the **pre-payment meter customer**.
- (2) If a **retailer** requests the **distributor** to revert a **pre-payment meter** under subclause (1), the **distributor** must revert the **pre-payment meter** at the **customer's supply address** as soon as possible and in any event no later than –
  - (a) for **supply addresses** located within the **metropolitan area** –
    - (i) within 1 **business day** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
    - (ii) within 2 **business days** of receipt of the request, if the request is received after 3pm on a **business day** or on a Saturday, Sunday or **public holiday**;
  - (b) for **supply addresses** located within the **regional area** –
    - (i) within 9 **business days** of receipt of the request, if the request is received prior to 3pm on a **business day**; and
    - (ii) within 10 **business days** of receipt of the request, if the request is received after 3pm on a **business day**, or on a Saturday, Sunday or **public holiday**.

## 9.6 Requirements for pre-payment meters

- (a) **Pre-payment meter customers** will have access to emergency credit of \$20 at any time. Once the emergency credit is used the **pre-payment meter service** will be **de-energised**.
- (b) A **retailer** must ensure that a **pre-payment meter service** –

- (i) is capable of informing the **retailer** of –
  - A. the number of instances where a **pre-payment meter customer** has been **disconnected**; and
  - B. the duration of each of those **disconnections** referred to in subclause (b)(i)(A),
 at least every month,
- (ii) is capable of recommencing supply and supply is recommenced as soon as information is communicated to the **pre-payment meter** that a payment to the account has been made.

## 9.7 Recharge Facilities

A **retailer** must ensure that –

- (a) at least 1 **recharge facility** is located as close as practicable to a **pre-payment meter**, and in any case no further than 40 kilometres away;
- (b) a **pre-payment meter customer** can access a **recharge facility** at least 3 hours per day, 5 days per week;
- (c) it uses best endeavours to ensure that a **pre-payment meter customer** can access a **recharge facility** for periods greater than required under subclause (b); and
- (d) the minimum amount to be credited by a **recharge facility** does not exceed 20 dollars per increment.

## 9.8 Concessions

If a **pre-payment meter customer** demonstrates to a **retailer** that the **pre-payment meter customer** is entitled to receive a **concession**, the **retailer** must ensure that the **pre-payment meter customer** receives the benefit of the **concession**.

## 9.9 Meter testing

- (1) Where a **pre-payment meter customer** requests that the whole or part of the **pre-payment meter** be tested, the **retailer** must, at the request of the **customer**, make immediate arrangements to –
  - (a) check the **pre-payment meter customer's** metering data;
  - (b) check or conduct a test of the **pre-payment meter**; and/or
  - (c) arrange for a check or test by the responsible person for the **meter** installation at the **pre-payment meter customer's connection** point.
- (2) If a **retailer** requests the **distributor** to check or test a **pre-payment meter** under subclause (1), the **distributor** must check or test the **pre-payment meter**.
- (3) A **pre-payment meter customer** who requests a check or test of the **pre-payment meter** under subclause (1) must pay the **retailer's** reasonable charge for checking or testing the **pre-payment meter** (if any).
- (4) If a **pre-payment meter** is found to be inaccurate or not operating correctly following a check or test undertaken in accordance with subclause (1), the **retailer** must –

- (a) immediately arrange for the repair or replacement of the faulty **pre-payment meter**;
- (b) correct any **overcharging** or **undercharging** in accordance with clause 9.11; and
- (c) refund the **customer** any charges paid by the **customer** pursuant to this clause for the testing of the **pre-payment meter**.

#### 9.10 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 **pre-payment meter customer** who has vacated the **supply address**) has been **overcharged** as a result of an act or omission of a **retailer** or **distributor** (including where the **pre-payment meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **pre-payment meter customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, and ask the **pre-payment meter customer** for instructions as to whether the amount should be –
  - (a) credited to the **pre-payment meter customer's** account; or
  - (b) repaid to the **pre-payment meter customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **pre-payment meter customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 20 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **pre-payment meter customer's** account.
- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If a **retailer** proposes to recover an amount **undercharged** as a result of an act or omission by the **retailer** or **distributor** (including where a **pre-payment meter** has been found to be defective), the **retailer** must –
  - (a) limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **pre-payment meter customer** that **undercharging** had occurred;
  - (b) list the amount to be recovered as a separate item in a special bill or in the next bill (if applicable), together with an explanation of that amount;
  - (c) not charge the **pre-payment meter customer** interest on that amount or require the **pre-payment meter customer** to pay a late payment fee; and
  - (d) offer the **pre-payment meter customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) (as if clause 6.4(2) applied to the **retailer**) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.

- (7) Where the amount referred to in subclause (2) is less than \$45 the **retailer** may –
- (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).

#### 9.11 Payment difficulties or financial hardship

- (1) A **retailer** must give reasonable consideration to a request by –
- (a) a **residential pre-payment meter customer** that informs the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
  - (b) a **relevant consumer representative organisation**,
- for a waiver of any fee payable by the **customer** to replace or switch a **pre-payment meter** to a standard **meter**.
- (2) Notwithstanding its obligations under clause 6.10, a **retailer** must ensure that –
- (a) where a **residential pre-payment meter customer** informs the **retailer** in writing, by **telephone** or by **electronic means** that the **pre-payment meter customer** is experiencing **payment difficulties** or **financial hardship**; or
  - (b) the **retailer** identifies that a **residential pre-payment meter customer** has been **disconnected** 2 or more times in any 1-month period for longer than 120 minutes on each occasion,
- the **retailer** must use best endeavours to **contact** the **customer** as soon as is reasonably practicable to provide –
- (c) the information referred to in clauses 2.3 and 2.4 to the **customer**;
  - (d) information about the different types of **meters** available to the **customer**;
  - (e) information about and referral to relevant **customer** financial assistance programmes, and/or
  - (f) referral to **relevant consumer representative organisations**; and/or
  - (g) information on independent financial and other relevant counselling services.
- (3) The information to be provided in subclause (2) may be provided in writing to the **pre-payment meter customer** at the **pre-payment meter customer's supply address**, another address nominated by the **pre-payment meter customer** or an electronic address nominated by the **pre-payment meter customer**.



#### **9.12 Existing pre-payment meters**

A ***pre-payment meter*** installed prior to the ***amendment date*** will be deemed to comply with the requirements of this Part 9.

<p style="text-align: center;"><b>Part 10</b> <b>Information &amp; Communication</b></p>
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## **Division 1 – Obligations particular to retailers**

### **10.1 Tariff information**

- (1) A **retailer** must give notice to each of its **customers** affected by a variation in its tariffs as soon as practicable after the variation is published and, in any event, no later than the next bill in a **customer's billing cycle**.
- (2) A **retailer** must give a **customer** on request, at no charge, reasonable information on the **retailer's** tariffs, including any **alternative tariffs** that may be available to that **customer**.
- (3) A **retailer** must give a **customer** the information referred to under subclause (2) within 8 **business days** of the **date of receipt**. If requested by a **customer**, the **retailer** must give the information in writing.

### **10.2 Historical billing data**

- (1) A **retailer** must give a **non-contestable customer** on request the **non-contestable customer's** billing data.
- (2) If a **non-contestable customer** requests billing data under subclause (1) –
  - (a) for a period less than the previous 2 years and no more than once a year; or
  - (b) in relation to a dispute with the **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); and
- (b) the typical running costs of major domestic appliances.

### 10.5 Distribution matters

If a **customer** asks a **retailer** for information relating to the distribution of electricity, the **retailer** must –

- (a) give the information to the **customer**, or
- (b) refer the **customer** to the relevant **distributor** for a response.

## Division 2 – Obligations particular to distributors

### 10.6 General information

A **distributor** must give a **customer** on request, at no charge, the following information –

- (a) information on the **distributor's** requirements in relation to the **customer's** proposed new electrical installation, or changes to the **customer's** existing electrical installation, including advice about supply extensions;
- (b) an explanation for any unplanned or approved change in the quality of supply of electricity outside of the limits prescribed by law;
- (c) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (d) advice on facilities required to protect the **distributor's** equipment;
- (e) advice on how to obtain information on protecting the **customer's** equipment;
- (f) advice on the **customer's** electricity usage so that it does not interfere with the operation of a distribution system or with supply to any other electrical installation;
- (g) general information on safe use of electricity;
- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

### 10.7 Historical consumption data

- (1) A **distributor** must give a **customer** on request the **customer's consumption** data.
- (2) If a **customer** requests **consumption** data under subclause (1) –
  - (a) for a period less than the previous 2 years and no more than twice a year provided the **customer** has not been given **consumption** data pursuant to a request under subclause (1) more than twice within the 12 months immediately preceding the request ; or
  - (b) in relation to a dispute with the **distributor**,the **distributor** must give the **consumption** data at no charge.
- (3) A **distributor** must give a **customer** the **consumption** data requested under subclause (1) within 10 **business days** of the **date of receipt** of –
  - (a) the request; or
  - (b) if payment is required (and is requested by the **distributor** within 2 **business days** of the request) payment for the **distributor's** reasonable charge for providing the data.
- (4) A **distributor** must keep a **customer's consumption** data for 7 years.

### 10.8 Distribution standards

- (1) A **distributor** must tell a **customer** on request how the **customer** can obtain information on distribution standards and metering arrangements –
  - (a) prescribed under the **Act** or the *Electricity Act 1945*; or
  - (b) adopted by the **distributor**,that are relevant to the **customer**.
- (2) A **distributor** must publish on its website the information specified in subclause (1).

## Division 3 – Obligations particular to retailers and distributors

### 10.9 Written information must be easy to understand

To the extent practicable, a **retailer** and **distributor** must ensure that any written information that must be given to a **customer** by the **retailer** or **distributor** or its **electricity marketing agent** under the **Code** is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

### 10.10 Code of Conduct

- (1) A **retailer** and a **distributor** must tell a **customer** on request how the **customer** can obtain a copy of the **Code**.
- (2) A **retailer** and a **distributor** must make electronic copies of the **Code** available, at no charge, on the **retailer's** or **distributor's** website.

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

#### 10.11 Special Information Needs

- (1) A **retailer** and a **distributor** must make available to a **residential customer** on request, at no charge, services that assist the **residential customer** in interpreting information provided by the **retailer** or **distributor** to the **residential customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, where appropriate, a **distributor** must include in relation to **residential customers** –
- (a) the **telephone** number for its **TTY** services;
  - (b) the **telephone** number for independent multi-lingual services; and
  - (c) the **National Interpreter Symbol** with the words “Interpreter Services”,  
on the –
  - (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**);
  - (e) **reminder notice**; and
  - (f) **disconnection warning**.

#### 10.12 Metering

- (1) A **distributor** must advise a **customer** on request, at no charge, of the availability of different types of **meters** and their –
- (a) suitability to the **customer’s supply address**;
  - (b) purpose;
  - (c) costs; and
  - (d) installation, operation and maintenance procedures.
- (2) If a **customer** asks a **retailer** for information relating to the availability of different types of **meters**, the **retailer** must –
- (a) give the information to the **customer**, or
  - (b) refer the **customer** to the relevant **distributor** for a response.

<p><b>Part 11</b> <b>NOT USED</b></p>
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<p style="text-align: center;"><b>Part 12</b> <b>Complaints &amp; Dispute Resolution</b></p>
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**12.1 Obligation to establish complaints handling process**

- (1) A **retailer** and **distributor** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The **complaints** handling process under subclause (1) must –
  - (a) comply with **Australian Standard** AS 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 **retailer**, **electricity marketing agents** or **marketing**; and
  - (d) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(ii)(B), a **retailer** or **distributor** must at least –
  - (a) when responding to a **customer complaint**, advise the **customer** that the **customer** has the right to have the **complaint** considered by a senior employee within the **retailer** or **distributor** (in accordance with its **complaints** handling process); and
  - (b) when a **complaint** has not been **resolved** internally in a manner acceptable to the **customer**, advise the **customer** –
    - (i) of the reasons for the outcome (on request, the **retailer** or **distributor** must supply such reasons in writing); and
    - (ii) that the **customer** has the right to raise the **complaint** with the **electricity ombudsman** or another relevant external dispute resolution body and provide the Freecall **telephone** number of the **electricity ombudsman**.
- (4) For the purpose of subclause (2)(b)(iii), a **retailer** or **distributor** must, on receipt of a written **complaint** by a **customer** –
  - (a) acknowledge the **complaint** within 10 **business days**; and
  - (b) respond to the **complaint** by addressing the matters in the **complaint** within 20 **business days**.

## **12.2 Obligation to comply with a guideline that distinguishes customer queries from customer complaints**

A **retailer** must comply with any guideline developed by the **Authority** relating to distinguishing **customer** queries from **customer complaints**.

## **12.3 Information provision**

A **retailer**, **distributor** and **electricity marketing agent** must give a **customer** on request, at no charge, information that will assist the **customer** in utilising the respective **complaints** handling processes.

## **12.4 Obligation to refer complaint**

When a **retailer**, **distributor** or **electricity marketing agent** receives a **complaint** that does not relate to its functions, it must advise the **customer** of the entity that the **retailer**, **distributor** or **electricity marketing agent** reasonably considers to be the appropriate entity to deal with the **complaint** (if known).



<p style="text-align: center;"><b>Part 13</b> <b>Reporting</b></p>
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**13.1 Preparation of an annual report by retailers**

A **retailer** must prepare a report in respect of each **reporting year** setting out the information in the manner and form specified by the **Authority**.

**13.2 Preparation of an annual report by distributors**

A **distributor** must prepare a report in respect of each **reporting year** setting out the information in the manner and form specified by the **Authority**.

**13.3 Publication of reports by retailers and distributors**

- (1) The reports in clauses 13.1 and 13.2 are to be published by the date specified by the **Authority**.
- (2) A report is published for the purposes of subclause (1) if –
  - (a) copies of it are available to the public, without cost, at places where the **retailer** or **distributor** transacts business with the public; and
  - (b) a copy of it is posted on an internet website maintained by the **retailer** or **distributor**.
- (3) A copy of each report must be given to the Minister by the date specified by the **Authority**.

<p style="text-align: center;"><b>Part 14</b> <b>Service Standard Payments</b></p>
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## **Division 1 – Obligations particular to retailers**

### **14.1 Facilitating customer reconnections**

- (1) Subject to clause 14.6, 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** \$60 for each day that it is late, up to a maximum of \$300.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of the **distributor**, the **distributor** must compensate the **retailer** for the payment.

### **14.2 Wrongful disconnections**

- (1) Subject to clause 14.6, if a **retailer** –
- (a) fails to comply with any of the procedures prescribed under Part 6 (if applicable and other than clauses 6.8, 6.9 and 6.10) and Part 7 (other than clauses 7.4, 7.5, 7.6, 7.7(1)(a), 7.7(1)(b), 7.7(2)(a) and 7.7(2)(c)) of the **Code** prior to arranging for **disconnection** or **disconnecting** a **customer** for failure to pay a bill; or
  - (b) arranges for **disconnection** or **disconnects** a **customer** in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill,
- the **retailer** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.
- (2) Subject to clause 14.6, if a **retailer** is liable to and makes a payment under subclause (1) due to an act or omission of the **distributor**, the **distributor** must compensate the **retailer** for the payment.

### **14.3 Customer service**

- (1) Subject to clause 14.6, if a **retailer** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **retailer** must pay to the **customer** \$20.
- (2) The **retailer** will only be liable to make 1 payment of \$20, pursuant to subclause (1), for each written **complaint**.

## Division 2 – Obligations particular to distributors

### 14.4 Customer service

- (1) Subject to clause 14.6, if a **distributor** fails to acknowledge or respond to a **complaint** within the time frames prescribed in clause 12.1(4), the **distributor** must pay to the **customer** \$20.
- (2) The **distributor** will only be liable to make 1 payment of \$20, pursuant to subclause (1), for each written **complaint**.

### 14.5 Wrongful disconnections

Subject to clause 14.6, if a **distributor disconnects** a **customer's supply address** other than as authorised by –

- (a) this **Code** or otherwise by law; or
- (b) a **retailer**,

then the **distributor** must pay to the **customer** \$100 for each day that the **customer** was wrongfully **disconnected**.

## Division 3 – Payment

### 14.6 Exceptions

- (1) A **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if events or conditions outside the control of the **retailer** or **distributor** caused the **retailer** or **distributor** to be liable to make the payment.
- (2) Except in the case of a payment under clauses 14.2 and 14.5, which are required to be made without application by a **customer** as soon as reasonably practical, a **retailer** or **distributor** is not required to make a payment under clauses 14.1 to 14.5 if the **customer** fails to apply to the **retailer** or **distributor** for the payment within 3 months of the non-compliance by the **retailer** or **distributor**.
- (3) Under clauses 14.3 and 14.4, a **retailer** or **distributor** is not required to make more than 1 payment to each affected **supply address** per event of non-compliance with the performance standards.
- (4) For the purposes of subclause (3), each **supply address** where a **customer** receives a bill from a **retailer** is a separate **supply address**.

### 14.7 Method of payment

- (1) A **retailer** who is required to make a payment under clauses 14.1, 14.2 or 14.3 must do so –
  - (a) by deducting the amount of the payment from the amount due under the **customer's** next bill;
  - (b) by paying the amount directly to the **customer**; or
  - (c) as otherwise agreed between the **retailer** and the **customer**.

- (2) A **distributor** who is required to make a payment under clauses 14.4 or 14.5 must do so –
- (a) by paying the amount to the **customer's retailer** who will pass the amount on to the **customer** in accordance with subclause (1);
  - (b) by paying the amount directly to the **customer**; or
  - (c) as otherwise agreed between the **distributor** and the **customer**.
- (3) For the avoidance of doubt, a payment made under this part does not affect any rights of a **customer** to claim damages or any other remedy.

#### **14.8 Recovery of payment**

- (1) If a **retailer** or **distributor** who is required to make a payment to a **customer** under this Part fails to comply with clause 14.7 within 30 days of the date of demand for payment by the **customer**, or in the case of a payment required to be made under clause 14.2(1) or 14.5, within 30 days of the date of the wrongful **disconnection**, then the **customer** may recover the payment in a court of competent jurisdiction as a debt due from the **retailer** or **distributor** (as the case may be) to the **customer**.
- (2) If a **retailer** is entitled under clause 14.1(2) or 14.2(2) to compensation from a **distributor**, and the **distributor** fails to pay the compensation to the **retailer** within 30 days of the date of demand for compensation payment by the **retailer**, then the **retailer** may recover the compensation payment in a court of competent jurisdiction as a debt due from the **distributor** to the **retailer**.

## Significant amendments to the Code

This table sets out significant amendments that have been made to the **Code** by the Economic Regulation Authority (**ERA**) since it was first established in 2004. These amendments were made pursuant to the statutory review process set out in section 88 of the *Electricity Industry Act 2004* (WA).

Relevant Part of the Code	Summary of Amendments
<b>2007 Review – Changes effective 8 January 2008 (with several minor corrections effective 26 February 2008)</b>	
Part 1 – Preliminary	To correct errors and reflect changes since the establishment of the Code.
Part 2 – Marketing	To remove provisions which were duplicated with other legislation (such as the Gas Marketing Code), where there would be no significant detriment to customer protection.
Part 5 – Payment	To reflect current banking practice in relation to direct debit payments.
Part 8 – Reconnection	To establish a priority connection register.
Part 10 – Information & Communication	To remove burdensome requirements that a retailer publish prescribed information in the Government Gazette or local newspapers.
Part 13 – Record Keeping	To improve consistency with the Steering Committee on National Regulatory Reporting Requirements.
Part 14 – Service Standard Payments	To extend service standard payments (a prescribed amount payable when a service standard has been breached) to all small use customers.
Miscellaneous	To correct, update and minimise explanatory notes contained in the Code, and in many cases to transfer the intent of notes to A Guide to Understanding the Code of Conduct (For the Supply of Electricity to Small Use Customers). To remove redundant, spent or duplicated provisions, remove or amend clauses considered too prescriptive by the ECCC, and to improve the level of consumer protection.
<b>2009 Review – Changes effective 1 July 2010</b>	
Part 1 – Preliminary	To correct errors and reflect changes since the establishment of the Code.
Part 2 – Marketing	To simplify the provisions dealing with definitions related to marketing.
Part 6 – Payment Difficulties and Financial Hardship	Relating to the issue of financial hardship, including the abolition of late payment fees for financial hardship customers and the establishment of a requirement for the ERA to review the financial hardship policies of retailers

Relevant Part of the Code	Summary of Amendments
	and publish the findings.
Part 10 – Information and Communication	To reduce the amount of information retailers are required to provide to business customers as distinct from residential customers.
Part 11 – Customer Service Charter	To streamline and in some cases remove information provision requirements related to all customers (eg The ERA has removed the requirement for retailers and distributors to produce a customer service charter).
Part 14 – Service Standard Payments	Relating to wrongful disconnection, including an increase in the daily amount of service standard payment from \$50 to \$100, removal of the cap on the amount of service standard payment and a requirement that the payment be made to all customers wrongfully disconnected without a requirement that the customer apply for the payment.
<b>2010 Review – Changes effective 1 July 2010</b>	
Part 9 – Pre-Payment Meters	To remove the existing barriers to operation of pre-payment meters (PPM) while addressing customer issues and ensuring consumer protection at a level commensurate with other Australian jurisdictions, including the National Energy Market.
Part 13 – Record Keeping	To create record keeping obligations in relation to PPMs.

## **Attachment 3 – Table of proposed amendments**

## Table of changes to the *Code of Conduct for the Supply of Electricity to Small Use Customers*

### Abbreviations used:

<b>ACL</b>	- Australian Consumer Law
<b>Code</b>	- <i>Code of Conduct for the Supply of Electricity to Small Use Customers</i>
<b>Compendium</b>	- Compendium of Gas Customer Licence Obligations
<b>PPM</b>	- Pre-payment meter
<b>Regulations</b>	- <i>Electricity Industry (Customer Contracts) Regulations 2005</i>

**Note:** Unless stated otherwise, all clause references relate to the proposed amended Code.

Clause	Amendment	Rationale
General	Replace references to 'retailers' and references to 'electricity marketing agents' with 'retailer and electricity marketing agents' in appropriate clauses throughout the Code.	To insert missing references to 'retailers' or 'electricity marketing agents' throughout the Code.
General	Delete references to 'other party'.	These references appear to be a hangover from when the Code purported to apply to consumer representatives (i.e. marketers who act on behalf of consumers rather than retailers).
1.1	Amend '2012' to '2014' in the title of Code.	The date identifies the version of the Code, with the New Code to be gazetted in 2014.
1.5	Amend definition of " <b>amendment date</b> " Change '2010' to '2014'.	To set the new date by which existing PPMs must comply with the new Code provisions.
	Amend definition of " <b>billing/credit complaints</b> " Insert the words "complaints related to".	For consistency with the Compendium.
	Amend definition of " <b>Code</b> "	To reflect the method in which the Code is amended by the Authority under the Act.
	Insert definition of " <b>collective customer</b> "	To create an exception for certain bill content requirements (clause 4.5) for customers who receive a single bill for electricity supplied at two or more premises, or customers who are supplied by a retailer at multiple sites on the same premises.
	Amend definition of " <b>cooling-off period</b> "	To reflect the fact that different cooling-off periods apply to non-standard contracts under the ACL (unsolicited non-standard contracts) and the Regulations (solicited non-standard contracts) and that these periods must be notified to the customer when entering a non-standard contract under new clause 2.3.



Clause	Amendment	Rationale
	Insert definition of “ <b>direct debit facility</b> ”	For clarity.
	Amend definition of “ <b>electricity marketing agent</b> ” Amend to refer to ‘a person who acts on behalf of a retailer’ instead of a ‘holder of a retail licence or an integrated regional licence’.	For consistency.
	Amend definition of “ <b>instalment plan</b> ” Amend references to ‘their’ and ‘the customer’s’.	For clarity.
	Amend definition of “ <b>marketing complaints</b> ” Insert the words “complaints related to”.	For consistency with other complaints definitions.
	Amend definition of “ <b>marketing identification number</b> ” Delete the words ‘or other party’.	To reflect that only retailers assign such numbers to electricity marketing agents acting on their behalf.
	Amend definition of “ <b>other complaints</b> ” Insert the words “complaints related to”.	For consistency with the Compendium.
	Insert definition of “ <b>resolved</b> ”	For clarity.
	Amend definition of “ <b>transfer complaints</b> ” Insert the words “complaints related to”.	For consistency with other complaints definitions.
1.6	Delete clause 1.6(a)	The Code does not regulate the conduct of customers.
Part 2 Note	Update legislation titles.	To better reflect the applicable legislation.
2.2 - 2.3	Delete clauses 2.2, 2.3 & 2.4 and insert new clauses 2.2 and 2.3.	To make it easier to understand the respective requirements for standard form contracts and non-standard contracts.
2.4(2)	Delete clause 2.4(2).	Clause is now redundant. New clause 2.3 deals with the provision of a contract to customers.
2.5(2)(a)	Delete clause 2.5(2)(a).	In practice, the clause only applies to contracts entered into in person at the retailer's business or trade premises. Where this occurs, the purpose of the contact should be readily apparent to the customer.
2.5(3)	Delete clause 2.5(3).	Too onerous on retailers and impractical. This clause requires virtually all contact with customers to be recorded. For example, where a retailer approaches potential customers or hands out brochures at a shopping centre, the retailer is legally obliged to obtain that person's name.
2.5(4)	Delete clause 2.5(4).	Clause 2.6(4) relates to clause 2.6(3) which has been deleted, and is therefore obsolete.

Clause	Amendment	Rationale
2.6	Insert new clause 2.6 related to 'No canvassing or advertising signs'.	For consistency with the <i>Gas Marketing Code of Conduct</i> .
2.10	Create new clause 2.10 by amending clause 2.9(2) to become a stand-alone clause.	The separation of these clauses and insertion of a new heading into new clause 2.10 serves to better reflect the record-keeping obligations and more reader friendly.
4.2(2)(b)	Delete the words 'by the retailer'.	To allow for the fact assessments can be performed by financial counsellors.
4.5(1)(b)	Insert the words 'calculation of the tariff in accordance with the [procedures] set out'	To require the bill for a customer with a Type 7 connection point to show the calculation of tariffs in accordance with the procedures in clause 4.6(1)(c).
4.5(1)(g)	Insert the words 'if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already'	So that the account period only needs to be included on the bill if the account period is different from the supply period.
4.5(1)(h)	Amend 'relevant' to 'applicable'.	For clarity.
4.5(1)(m)	Insert the words: 'including charges ancillary to the consumption of electricity'. Insert the words 'unless the customer is a collective customer'	To allow consumption related charges to be included in the average daily cost of consumption.  To create an exception for a collective customer's bill to have to show the average daily cost of consumption.
4.5(1)(n)	Insert the words 'unless the customer is a collective customer'.	To remove the requirement to show the average daily consumption on the bill for a collective customer, as this is impractical.
4.5(2)(c)	Create new clause 4.5(2)(c).	To remove the requirement to show a graph or bar chart on the bill for a collective customer, as this is impractical.
4.6(1)(b)	Various additions and deletions.	To reflect current industry practice regarding customer meter reads, in particular to reflect that it is usually the network operator providing information to customers on how to read a meter.
4.6(2)	Delete clause 4.6(2)	
4.14(2)	Create new clauses 4.14(2)(a) and (b).	To introduce a time limit on a retailer to refund a credit after a final bill and to allow a customer to direct a retailer to apply the credit to another account.
4.14(3)	Create new clause 4.14(3)	To allow a retailer, at the time of an account closure and with written notice, to apply customer credit from one account to another account that is in debit to clear that debt owing to the retailer.
4.17(2)(c)	Various additions and deletions.	So that notification of the amount to be recovered is to be made no later than the next bill (the method of this notification is not specified).
4.18(2)	Insert the words 'and subclause (7)'.	Following the creation of new clause 4.18(7).
4.18(4)	Amend '20' business days to '5'.	To reduce the amount of time that passes before a retailer credits a customer's account with an overcharge amount.

Clause	Amendment	Rationale
4.18(7)	Create new clause 4.18(7).	To allow a retailer, with written notice to the customer, to apply an overcharge refund due to one account to another account that is in debit to clear the debt owing to the retailer.
4.19(2)	Insert the words 'and subclause (7)'	Following the creation of new clause 4.19(7).
4.19(4)	Amend '20' business days to '5'.	To reduce the amount of time that passes before a retailer credits a customer's account with an adjustment amount.
4.19(7)	Create new clause 4.19(7).	To allow a retailer, with written notice to the customer, to apply an adjustment refund due to one account to another account that is in debit to clear the debt owing to the retailer.
5.3	Amend to include the new defined term 'direct debit facility' and delete clauses 5.3(a) and (b).	To clarify the direct debit process.
5.6(1)(c)	Various insertions.	Clarification following the creation of the defined term 'resolved'.
5.6(2)	Create new clause 5.6(2)	As a retailer would only be able to prevent the charging of a late payment fee once they are made aware of the complaint from the Energy and Water Ombudsman.
5.6(4)	Delete the word 'and' and insert the words 'or more than'.	For clarity.
5.6(5)	Delete the words 'by the retailer'.	To allow for the fact assessments can be performed by financial counsellors.
5.7(1)(d)	Amend from 3 business days to 5 days.	For consistency with the <i>Energy Operators (Powers) Act 1979</i> and the Regulations.
5.8(1)	Delete clause 5.8(1).	To remove duplication with the ACCC debt recovery guidelines.
6.1(1)(b)	Insert new clause 6.1(1)(b).	To require a retailer to refer the customer to a financial counsellor if the retailer is not able to undertake the assessment within 3 business days.
6.1(2)	Insert new clause 6.1(2).	To allow a retailer to use a financial counsellor's or relevant consumer representative organisation's assessment of a customer for the purposes of clause 6.1 where a customer has approached one of these prior to approaching the retailer.
6.1(3)	Update reference to subclause (1) to subclause (1)(a).	Following the creation of subclause 6.1(1)(a).
	Insert wording.	Consequential amendment from the creation of new clause 6.1(2).
6.1(3)(b)	Insert the words '(if any)' at the end of the clause.	To reflect the fact that there will not always be advice available from a financial counsellor.
6.2(1)	Insert new clause 6.2(1).	To specify that a temporary suspension of actions must be granted if the retailer refers the customer to a financial customer for assessment.
6.2(2)	Various insertions.	For clarity.

Clause	Amendment	Rationale
6.2(2)(b)	Insert the words 'or provides the retailer with an assessment from an independent financial counsellor or relevant consumer representative organisation.	Consequential amendment from the creation of new clause 6.1(2).
6.2(4)	Update reference to subclause (2) to subclause (3).	Following the creation of subclause 6.2(1).
6.4(1)	Insert new clauses 6.4(1)(a) and (b).	So that customers in payment difficulties are offered additional time to pay and, if requested by the customer, a payment plan.
6.4(2)	Various additions and deletions. Separate out into clause 6.4(2) and new clause 6.4(3).	To replace the list of requirements with less specific wording to increase the retailer's flexibility to tailor a solution to suit the customer's needs.
6.4(3)	Insert new clause 6.4(3)	
6.4(4)	Update reference to subclause (1)(b) to subclause (1).	Consequential amendment following changes to clause 6.4(1).
6.6(2)	Minor amendments to wording.	Consequential amendment from the changes to clause 6.10.
6.7(a)	Update reference to clause 6.4(1)(a) to clause 6.4(1).	Consequential amendment following changes to clause 6.4(1).
6.7(b)	Update reference to clause 6.4(1)(b) to clause 6.4(1).	Consequential amendment following changes to clause 6.4(1).
6.8(d)	Insert the words 'and/or tariffs (as applicable)'.	The different tariffs available may be of more relevance to customers in financial hardship than different meter types.
6.8(e)	Delete clause 6.8(e).	To remove reference to energy efficiency audits following the closure of the Hardship Efficiency Program.
6.10(1)	Insert the words 'and hardship procedures'	Consequential amendment to reflect the ability to set out hardship procedures separate to hardship policy. This ensures the hardship policy only contains information of interest to customers.
6.10(2)	Insert new clause 6.10(2).	Sets out the requirements for a hardship policy (as distinct from hardship procedures).
6.10(3)	Various amendments.	Sets out the requirements for a hardship procedures (as distinct from a hardship policy).
6.10(4)	Various amendments.	To clarify that a copy of the policy must be provided to various parties.
6.10(5)	Insert references to hardship procedures.	As a result of the ability to set out hardship procedures separately from a hardship policy.
6.10(5)	Delete clause 6.10(5).	To amend the process for reviews and amendments to hardship policies and hardship procedures.
6.10(6)	Various insertions.	
6.10(7)	Various insertions and deletions.	
6.10(8)	Various insertions and deletions.	
6.10(9)	Delete clause 6.10(9).	
7.5(a)	Insert the words '(excluding mobiles)'.	As there is no product available that allows these calls to be made from a mobile for the cost of a local call.

Clause	Amendment	Rationale
7.6	Re-write clause in its entirety.	To preclude a retailer and distributor from disconnecting a customer's supply address if they have prior knowledge that the customer had made a complaint to the retailer or distributor (as applicable) or the Energy and Water Ombudsman.  Further, amendments were required following the creation of a defined term for 'resolved'. ('Resolved' only refers to the handling of complaints by a retailer or a distributor – it does not apply to complaints made to the electricity ombudsman or another external dispute resolution body, but clause 7.6(c) refers to the electricity ombudsman and to another external dispute resolution body).
7.7(1)(c)	Delete the words 'and the life support equipment required by'.	The equipment type is not relevant to the distributor.
7.7(1)(c) (ii)	Insert the words 'no later than'.	To clarify that a retailer does not have to wait until the next business day to give notification to a distributor if the retailer itself received the notification after 3pm.
7.7(2)(b) (ii)	Insert the words 'no later than'.	To clarify that a retailer does not have to wait until the next business day to give notification to a distributor if the retailer itself received the notification after 3pm.
7.7(3)(d)	Various insertions.	To allow customers to provide their acknowledgement via electronic means.  To allow customers who provide express written consent to opt out of the requirement for a distributor to seek confirmation that they have received notification of a planned interruption.
7.7(4)	Insert the words 'or someone residing at the supply address'.	For consistency with clause 7.7(3)(d).
7.7(5)	Insert the words 'the initial certification'.	So the initial certification that the customer provided is captured.
9.3(2)	Insert the words 'No later than 10 business days after'.	As it is not always possible to provide the customer with all the required information at the time of the customer entering into a PPM contract.
9.3(2)(n)	Insert the word 'residential'.	As the clause is only applicable to residential customers.
9.3(2)(r)	Insert new clause 9.3(2)(r).	As the requirement to include details of recharge facilities on or directly adjacent to the PMM is being deleted and replaced with a requirement that details of initial recharge facilities will be given to the customer within 10 business days of entering into the contract.
9.3(2)(s)	Insert new clause 9.3(2)(s).	As the requirement for a retailer to notify a customer when the 'no charge meter reversion period' is coming to an end is being deleted and replaced with an obligation on a retailer to notify the customer of the no charge meter reversion period at the time the customer requests a PPM service
9.3(3)(e)	Delete clause 9.3(3)(e)	As the requirement to include details of recharge facilities on or directly adjacent to the PMM is being deleted and replaced with a requirement that details of initial recharge facilities will be given to the customer within 10 business days of entering into the contract.

Clause	Amendment	Rationale
9.3(5)	Insert new clause 9.3(5).	To require a retailer to write to the customer if the recharge facilities change.
9.4(3)	Various insertions and deletions.	To clarify that there is not an obligation on the customer (consistent with the deletion of clause 1.6(a) given the Code does not regulate the conduct of customers).
9.4(5)	Delete clause 9.4(5).	As the requirement for a retailer to notify a customer when the 'no charge meter reversion period' is coming to an end is being deleted and replaced with an obligation on a retailer to notify the customer of the no charge meter reversion period at the time the customer requests a PPM service.
9.4(6)	Delete clause 9.4(6).	Consequential amendment following the deletion of 9.4(5). Clause 9.4(1) already specifies that the information in subclause (1) must be provided in writing or by electronic means.
9.5(1) & (2)	Merge into one subclause by making various insertions and deletions.	To specify that the life equipment requirements set out in clause 7.7 also apply to PPM customers.
9.5(2)	Update reference to subclause (2) to subclause (1).	Following the merging of clauses 9.5(1) & (2).
9.5(2)(b)(i)	Amend 5 business days to 9 business days.	To allow more time as regional areas can take time to access.
9.5(2)(b)(ii)	Amend 6 business days to 10 business days.	To allow more time as regional areas can take time to access.
9.6(a)	Re-write clause 9.6(a).	For clarity.
9.6(b)	Re-numbering of clauses.	Consequential change from the re-write of clause 9.6(a).
9.6(c)(ii) <i>[original clause ref]</i>	Delete clause 9.6(c)(ii).	As clauses 9.6(c)(i) and (ii) are essentially saying the same thing.
9.7(d)	Amend 10 dollars to 20 dollars.	To increase the cap at which the minimum recharge increment amount is set. This allows for the minimum amount to be credited on a recharge card to be up to \$20, which would clear any debt the customer may incur through the use of emergency credit on their PPM, which is currently set at \$20.
9.11 <i>[original clause ref]</i>	Delete clause 9.11.	To remove restrictions on debt recovery amounts.
9.12	Delete part of subclause (1) and all of subclauses (2) and (3).	So that all PPMs that are installed up until 1 July 2014 will be grandfathered, meaning that PPMs installed up until 1 July 2014 will be deemed to comply with Part 9.
10.4(b)	Delete clause 10.4(b).	To remove reference to energy efficiency audits following the closure of the Hardship Efficiency Program.
10.11 (2)(a)	Amend 'their' to 'its'.	For clarity.

Clause	Amendment	Rationale
12.1(4)	Insert new clause 12.1(4).	To move the timeframes for dealing with queries and complaints from the section on service standard payments (Part 14) to the section regarding complaints (Part 12).
Part 13	Delete all of Part 13, except for the requirement for a licensee to provide the report to the Authority and the Minister, and to publish the report.	So the Authority's Electricity Compliance Reporting Manual becomes the sole instrument to set out the reporting indicators.
14.3(1) <i>[original clause ref]</i>	Delete clause 14.3(1).	To move the timeframes for dealing with queries and complaints from the section on service standard payments (Part 14) to the section regarding complaints (Part 12).
14.3(1) & (2)	Delete the word 'query'.	To restrict the service standard payment so that it only applies to complaints, and not queries.
14.4(1) <i>[original clause ref]</i>	Delete clause 14.3(1).	To move the timeframes for dealing with queries and complaints from the section on service standard payments (Part 14) to the section regarding complaints (Part 12).
14.(1) & (2)	Delete the word 'query'.	To restrict the service standard payment so that it only applies to complaints, and not queries.

## **Attachment 4 – ECCC Terms of Reference**





## Electricity Code Consultative Committee and Gas Marketing Code Consultative Committee Terms of Reference

### 1. Preamble

The Electricity Code Consultative Committee (**ECCC**) is established by the Economic Regulation Authority (**Authority**) under section 81 of the *Electricity Industry Act 2004* (**EI Act**).

The Gas Marketing Code Consultative Committee (**GMCCC**) is established by the Authority under section 11ZPO of the *Energy Coordination Act 1994* (**EC Act**).

### 2. Purpose of the Committees

The ECCC and GMCCC are established for the purpose of:

- a. advising the Authority on matters relating to the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Electricity Code**) and Gas Marketing Code of Conduct (**Gas Marketing Code**) respectively;
- b. undertaking reviews of the Electricity Code and Gas Marketing Code at least once every two years; and
- c. advising the Authority on any proposed amendment to, or replacement of, the Electricity Code or Gas Marketing Code.

### 3. Appointment of Members

Membership of the ECCC shall comprise:

- a. a Chairperson from the Authority with no voting right;
- b. four members\* from consumer representative organisations (with one of these from a regional, rural or remote area if possible);
- c. four members\* from industry or industry representative organisations;
- d. two members from government agencies;
- e. an executive officer from the Authority with no voting right.

The Authority may discharge, alter or reconstitute the ECCC at its discretion as provided for under section 81(2)(b) of the EC Act.

Membership of the GMCCC shall comprise:

- a. a Chairperson from the Authority with no voting right;
- b. three members\* from consumer representative organisations;
- c. three members\* from industry or industry representative organisations;
- d. two members from government agencies; and
- e. an Executive Officer from the Authority with no voting right.

The Authority may discharge, alter or reconstitute the GMCCC at its discretion as provided for under section 11ZPO(2)(b) of the EC Act.

\* The Authority shall appoint these members following a public call for expressions of interest.

All voting rights shall be equal.

Membership terms are two years or, in the case of an appointment to fill a casual vacancy, until the expiry of the retiring member's term.

#### **4. Payments to Members**

The Authority may pay a non-government consumer organisation representative a remuneration, allowance or reimbursement, the rate of which will be determined by the Minister for Public Sector Management.

#### **5. Support from the Authority**

The Authority shall provide reasonable support services necessary for the ECCC and GMCCC to carry out their functions.

#### **6. Committee Governance**

The ECCC and GMCCC may adopt procedures, consistent with the requirements of the EI Act and the EC Act respectively, for carrying out reviews of the Electricity Code and Gas Marketing Code respectively, and for the provision of advice to the Authority.

The Authority may impose conditions regarding members' use of information it releases to members.

Members shall take all reasonable measures to protect from unauthorised use or disclosure information provided to them by the Authority and indicated by the Authority to be "confidential". This confidentiality clause shall survive the expiration or termination of members' appointments.

Members who believe that any of their external activities would conflict with their position on the ECCC or GMCCC must declare their interest to the Chairperson as soon as practicable after becoming aware of the potential conflict, and in any event within 14 days of becoming aware.

Members shall notify the Chairperson of any change in their circumstances that limits their ability to satisfy these duties.

## 7. Meeting Procedures

The Chairperson shall endeavour to achieve consensus of the members present at a meeting.

If consensus is not possible, decisions shall be by a majority vote of 50% of members plus one.

Members not present may vote out of session subject to the discretion of the Chairperson.

Members unable to attend may send a proxy subject to the discretion and prior approval of the Chairperson.

Decisions may be made by email communication at the discretion of the Chairperson.

## 8. Consultation

The ECCC and GMCCC shall give any interested person an opportunity to offer comment relevant to a review of the Electricity Code or Gas Marketing Code respectively, or to any proposed amendment or replacement of the Electricity Code or Gas Marketing Code respectively.

The ECCC and GMCCC shall take into account any comments they receive.

## 9. Code Consistency

The ECCC and GMCCC shall:

- a. endeavour to promote consistency across the Electricity Code and Gas Marketing Code in Western Australia;
- b. keep informed of the trends in code development in the energy sector in other States and promote code consistency at a national level where appropriate;
- c. promote code consistency according to principles of best practice in consumer protection.

## **Attachment 5 – Submission: Alinta Energy**



# **2013 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers**

## **Alinta Energy Submission**

**1 November 2013**



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## 1 Introduction

Alinta Sales Pty Ltd (**Alinta Energy**) is pleased to provide comment on the Draft Review Report (**Report**) which presents the preliminary findings of the statutory review of the *Code of Conduct for the Supply of Electricity to Small Use Customers* (**Code**) carried out by the Electricity Code Consultative Committee (**ECCC**).

Alinta Energy largely agrees with the recommendations in the Report and will restrict its comments to a few key issues below.

## 2 Consumer Protection Provisions

### 2.1 Recommendation 8 - no canvassing or advertising signs

Alinta Energy supports the introduction of proposed clause 2.6, which will require a retailer or electricity marketing agent to comply with any signs indicating canvassing at a person's premises, or advertising material, is not permitted.

Alinta Energy noted in its July submission to the Gas Marketing Code Consultative Committee (**GMCCC**) concerning the statutory review of the *Gas Marketing Code of Conduct 2012* that a key challenge for the energy industry is how to provide an effective and efficient mechanism for consumers to exercise choice of whether or not they wish to receive door-to-door marketers, whilst also allowing this type of marketing activity to continue as a legitimate sales channel.

Alinta Energy holds the view that no canvassing or advertising signs provide the most cost effective and efficient method for a consumer to express their preference for receiving door-to-door marketing agents or advertising material.

### 2.2 Recommendation 9 – webpage regarding use of do-not-knock stickers

Alinta Energy supports the recommendation of the GMCCC that the Economic Regulation Authority (**Authority**) develop a new webpage regarding the use of do-not knock stickers.

Alinta Energy sees the webpage as a vehicle for educating customers concerning use of a sticker and will ensure a consistent message is delivered.

### 2.3 Recommendation 12 – rationalisation of contract protections

Alinta Energy supports the recommendation to include new clauses 2.2 for entering into a standard form contract and 2.3 for entering into a non-standard contract. Rationalisation of customer contract provisions will ensure that the Code is simple to understand, create opportunities for operational efficiencies and hence reduce the risk of non-compliance.

Alinta Energy also agrees that:

- The same verbal consent requirements should apply to all non-standard contracts;
- A copy of the contract must always be given or made available to the customer and if entered into by telephone, should be provided to the customer within five business days of the customer entering into the contract;



- 
- A customer of Synergy or Horizon Power, before entering into a non-standard contract, should be informed of their right to choose a standard form contract; and
  - Rather than a retailer or electricity marketing agent requiring a customer's written acknowledgement that specified information has been provided, enable the retailer or marketer to gain this consent verbally.

## **2.4 Recommendation 16 – record keeping**

Alinta Energy supports the deletion of clause 2.6(3), which requires a retailer to record, whenever it initiates contact with a customer for the purposes of marketing, the customer's name, address or telephone number (as applicable) and date and time of contact. This information is very often difficult to obtain (for example at shopping centre kiosks and unsuccessful door-to-door sales) and the current broad definition of marketing means that almost all contact with a customer needs to be recorded.

## **3 Bills**

### **3.1 Question 3 – benchmarks on bills**

Alinta Energy believes that any obligation for retailers to include electricity consumption benchmarks on bills requires careful consideration. Benchmarks require additional and costly "smarts" in billing systems and ongoing maintenance is required to ensure data remains current. Alinta Energy would encourage the use of focus groups to determine if consumers would be interested in benchmark information and whether it would be particularly useful to them. It is important to note that any additional costs incurred in implementing and maintaining a bill benchmarking initiative will ultimately be passed on to consumers.

Thought needs to be given as to how benchmarking information should be delivered to retailers; to ensure consistency, benchmark data should be supplied by the same source. On the east coast, consultancy firm ACIL Tasman was engaged to develop initial electricity consumption benchmarks, which were then provided by the Australian Energy Regulator (AER) to retailers.

The National Energy Retail Rules require the AER to administer the electricity consumption benchmarks and update them at least every three years. The AER also administers the "Energy Made Easy" website ([www.energymadeeasy.gov.au](http://www.energymadeeasy.gov.au)) which explains how the benchmarks were developed and provides an on-line tool so that consumers can compare their electricity usage with similar households. The Authority should consider whether it would be prepared to develop and administer electricity consumption benchmarks and an associated website.

Alinta Energy is of the firm view that a carefully considered cost-benefit analysis and business impact assessment be completed before any consideration to include electricity consumption benchmarking on bills.



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### **3.2 Question 4 – bill content requirements**

Alinta Energy recommends a requirement to include the National Meter Identifier (NMI), a unique number assigned to each electricity meter at an address, on a customer's electricity bill.

The inclusion of a NMI assists both retailers and the distributor to recognise the customer. NMIs are currently used by retailers to ensure the correct data is extracted from Western Power's portal.

NMIs and MIRNs (the gas equivalent) are currently included on all customer bills in the east coast electricity and gas markets. In the Western Australian gas market, MIRNs are included on all customer bills.

The inclusion of NMIs is likely to further facilitate competition through confident churn management in the currently contestable electricity market and in future for residential customers.

Alinta Energy currently provides NMIs on its electricity customer bills.

## **4 Financial Hardship**

### **4.1 Question 6 – prescriptiveness of Code**

Alinta Energy agrees that Part 6 of the Code concerning payment difficulties and financial hardship is too prescriptive. It would be more beneficial for the Code to prescribe customer outcomes and leave it up to retailers to determine how they can best meet the various needs of their customers. This type of approach allows for innovative solutions and a broader range of product development by retailers that may be tailored to suit an individual's needs.

Alinta Energy considers that the whole of Part 6 should be reviewed rather than taking a piecemeal approach.

### **4.2 Question 7 – financial hardship assessment**

Alinta Energy agrees that a retailer should be able to rely on an assessment performed by an independent financial counsellor or relevant consumer representative organisation for the purposes of clause 6.1 of the Code. However, as noted above, Alinta Energy believes it would be more beneficial for the Code to prescribe customer outcomes only and would support a review of Part 6.

### **4.3 Recommendation 31 – financial hardship records**

Alinta Energy agrees it could be useful for the Authority to have an understanding of how many electricity customers are experiencing financial hardship or payment difficulties, however the current configuration and lack of adaptability of retailers' systems may limit the information able to be obtained.

For example, a retailer may be able to extract the number of customers on payment extensions, but this number may not include all customers experiencing payment difficulties.

From previous experience, Alinta Energy highlights that clarity around definitions is important. For example, any reference to payment plans needs to be clear on whether payment arrangements such as direct debit and bill smoothing are included, or whether the definition is comprised only of negotiated payment arrangements that have been agreed for



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the purpose of assisting a customer experiencing financial hardship. This area is very complex and clearly articulated definitions are essential so there is no confusion.

Alinta Energy urges the ECCC to consider the information currently available from retailers' system before making a decision regarding the provision of hardship information.

#### **4.4 Question 8 – hardship policy contents**

Alinta Energy agrees that a hardship policy should only include matters that are directly relevant to customers. The current form of the hardship policy for both gas and electricity makes it lengthy and difficult to comprehend. Alinta Energy has recognised that a user-friendly guide is more appropriate and has recently developed and published, following feedback from financial counsellors, its short-form "Continuous Energy Program" brochure. This brochure informs customers in simple terms of the range of options available to those experiencing payment difficulties or financial hardship.

Alinta Energy would be happy to provide supporting information to the Authority concerning its hardship policy, including information on staff training, consultation with relevant consumer representative organisations and internal processes and procedures. Moving this related information from the Code to the Authority's Financial Hardship Policy Guidelines (**Guidelines**) would ensure the requirements for both gas and electricity are consistent.

Alinta Energy recommends that the Authority engage energy retailers and financial hardship counsellors concerning the development of any new content requirements in the Authority's Guidelines.

#### **4.5 Question 9 – hardship policy provision**

Alinta Energy believes that, if the hardship policy is made more relevant to consumers by only including matters directly relevant to them, it would be appropriate for a retailer to be required to provide a copy of their policy to residential customers, financial counsellors and other relevant consumer representative organisations upon request.

#### **4.6 Question 10 – hardship policy review**

Alinta Energy supports amending clause 6.10(7) such that a review of a retailer's hardship policy "must be consistent with" the Authority's Financial Hardship Policy Guidelines (**Guidelines**). This terminology provides greater clarity to retailers.

#### **4.7 Question 11 – non-compliance with hardship policy review requirements**

Subsequent to the amendment of clause 6.10(7), Alinta Energy supports amending clause 6.10(8) to clarify the effect of non-compliance with the obligation to review hardship policies consistently with the Guidelines.

#### **4.8 Question 12 – approval of hardship policies**

Alinta Energy would support the approval, rather than the assessment, of financial hardship policies if the approach taken is similar to that currently used by the AER. The AER approves a retailer's initial customer hardship policy and a retailer is only required to resubmit its policy in the event the retailer chooses, or is directed by the AER, to vary or amend its policy.



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## 5 Disconnection

### 5.1 Question 13 – minimum amount owing

Alinta Energy notes that the AER has introduced an amount of \$300 below which disconnection for non-payment of either an electricity or gas bill cannot occur. Alinta Energy would support the establishment of a disconnection amount as this would provide further clarity to retailers. However, Alinta Energy would not support the publication of this amount.

The quantity of any disconnection amount in Western Australia should be given due consideration to ensure that it is reflective of customer usage and average bill amounts and is appropriate for the energy source; it may be suitable to set different disconnection amounts for gas and electricity.

Disconnection action is a last resort in the event of a customer refusing to pay or communicate with the retailer and is only performed after all other recovery actions have been exhausted.

### 5.2 Question 14 – limitations on disconnection

Alinta Energy supports the proposed amendment to the Code such that a retailer or distributor would be in breach of the Code for disconnecting a customer's supply address only if they have *prior knowledge* that the customer has an unresolved complaint with the retailer or distributor (as applicable) or the Energy Ombudsman. There may be circumstances where a retailer or distributor is not aware that a customer has raised a complaint with an external dispute resolution body.

## 6 Reporting

### 6.1 Question 17 – reporting

Alinta Energy supports moving the requirement to publish a report setting out the information currently required under Part 13 of the Code to the Authority's Electricity Compliance Reporting Manual (**Reporting Manual**).

Moving this requirement to the Reporting Manual would mean that retailers and distributors could complete the datasheets and the report at the same time and with the same source data. The completed datasheets and report could then be provided to the Authority together, with a copy of the report being provided to the Minister at the same time.

The current process whereby a report is required under the Code and a separate report (in the form of an excel workbook, but generally containing the same information) is required under the Reporting Manual is confusing.

Aligning the dates that various reports are due would also assist retailers and distributors. Currently, the report under the Code must be received by the Authority by 23 September, whilst the report under the Reporting Manual must be received by the Authority by 20 September.

The reporting process could be further streamlined by requiring only one report. Alinta Energy believes that the most efficient method of reporting the required data would be in the form of an excel template provided by the Authority.

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## 7 Complaints

### 7.1 Recommendations 46 and 47 – definition of ‘resolved’

Alinta Energy supports the suggested definition of ‘resolved’ and its substitution for the term ‘concluded’ as proposed in the Report. The proposed definition will be consistent with the use of the term in Australian Standard AS ISO 10002-2006 *Customer satisfaction – Guidelines for complaints handling in organizations* and will clarify that a complaint can be considered resolved even if it is not to the customer’s satisfaction.

## **Attachment 6 – Submission: Community Electricity**

## Submission in Response to ERA Public Consultation

### Draft Review Report on the preliminary findings of the statutory review of the Code of Conduct for the Supply of Electricity to Small Use Customers

#### Standing

Community Electricity is:

- a. a licenced Electricity Retailer and a provider of Electricity Retail Services and Market Consultancy;
- b. a member of the Independent Market Operator's Market Advisory Committee;
- c. a member of the Economic Regulation Authority's Technical Rules Committee;
- d. formerly a member of the Electricity Code Consultative Committee - 2006

Community does not supply Small Use Customers but will do so as and when the regulatory regime becomes financially viable.

Further information is available at: [www.communityelectricity.net.au](http://www.communityelectricity.net.au)

#### Summary

Community fully supports the Code's objectives to protect customers from undesirable marketing conduct and to define standards of conduct, and we support the protections currently afforded to Small Use Customers.

However, we consider that the Code of Conduct as integrated with the Electricity Retail Licence Audit constitutes a barrier to entry to the supply of Small Use Customers that serves to exclude them from the proven benefits of retail contestability. We note that only 0.16% of Small Use Customers are supplied by private retailers and that the only non-legacy retailer, Perth Energy, supplies only 68 out of a total of 93,000 small businesses. This constitutes a market share of only 0.07% compared with that company's energy-share of the contestable market of 13%.

While the present set of ECCC recommendations are primarily of a form that the IMO would term "minor and typographical" and amenable to its fast track change process, we consider that this opportunity should be taken to integrate the Code with the rapidly developing competitive environment. In particular, we recommend that the Code and its legislative and regulatory framework be upgraded as follows:

1. In the interests of enriching the industry and better serving the community, prohibit the disconnection of residential customers by reason of payment default due to poverty. The business case for this is substantiated below.



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2. Abolish the Standard Form Contract and replace it by a mandated supply contract that may be varied only in respect of the competitive elements of electricity supply.
3. Restructure the Code of Conduct into separate sections applying to monopoly-suppliers and suppliers of contestable customers, with licence audit requirements to apply to only the applicable aspects.
4. Properly define a Small Use Customer.
5. Simplify the audit of licences, with emphasis to be placed on outcomes rather than process, and non-compliances to be penalized rather than the mandated design, maintenance and regulation of structures that aren't fit for purpose.
6. When changes to the Code of Conduct are contemplated, full account should be given to the cost implications of designing the new system together with the record keeping and licence audit requirements. In particular, the audit checkpoints should be framed in parallel with changes to keep them fit for purpose and avoid obligations to prove vaguely defined negatives.

We elaborate and substantiate these recommendations in the following, together with our responses to the discussion paper's calls for specific comment.

## The Small Use Market

As described in the ERA's discussion paper, the Code applies to Small Use Customers (SUCs) consuming less than 160MWh of electricity per year, with a threshold annual bill of around \$40,000. There are 6 retailers approved to supply SUCs, four of which operate only in the SWIS. Their respective share of the customer segment is:

Retailer	Customer Number (SWIS)	% of Total
Synergy	982,000	99.85%
Alinta	1,449	0.15%
Perth Energy	68	0.01%
Clear Energy	0	0.00%
TOTAL	<u>983,517</u>	

Western Power provides in its Price List Information 2013-14 the following forecast of customer numbers in its residential and small business classifications:

Customer classification	Number of customers
Residential (RT1 & RT3)	959,923
Small Business (RT2)	93,501
Total	<u>1,053,424</u>

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Based on these data, Synergy has around 98.4% of business SUCs, Alinta 1.5%, Perth Energy 0.07% and Clear Energy nil. This contrasts with the indicative energy volume data published by the IMO for the contestable market (Interval Meters only) which indicates that Synergy holds only 40% market share, Alinta 17% and Perth Energy 13%.

Regarding the Alinta share of the market, it should be remembered that it is the principal supplier of gas to small use customers of that market.

Community suggests that these figures indicate that the SUC segment is not being properly served by the competitive market. Based on our experience of supplying Retail Consultancy to three retailers not approved to supply SUC's, we advise that this is because of the onerous (expensive) regulatory burden placed on retailers. We discuss this in the next section

## Audit requirements

We would emphasise that we support the intent of the Code to define standards of conduct and to protect customers from undesirable marketing conduct. Indeed, we outline below some suggestions for remedying perceived abuses that are not expressly covered by the Code and we suggest should be. In general, we also support the intent underpinning the Code's specific provisions.

We do, however, take issue with the requirement that as a condition of the Electricity Retail Licence each of the provisions of the Code be expressly audited without regard to the cost, the practicality of doing so (proving negatives), and notwithstanding that many of the Code provisions apply only to the monopoly suppliers of residential customers.

Section 14 of the Electricity Compliance Reporting Manual lists the audit requirements in respect of Licences in general. The 2012-13 Manual lists 517 audit check points, of which the Code has spawned 209 (3 per page of the Code), of which some 150 apply to SWIS retailers (2 per page). The majority of these check-points have no credible applicability to private SWIS-retailers, and a substantial proportion are broadly framed and require considerable effort to prove.

As an example of the former, we quote number 251:

If a pre-payment meter customer notifies a retailer that a person residing at the supply address depends on life support equipment, the retailer must, or must immediately arrange to, remove or render non-operational the pre-payment meter at no charge; replace or switch the pre-payment meter to a standard meter at no charge; and provide information to the pre-payment meter customer about the contract options available to the customer.

We note that this provision affects only the monopoly suppliers of residential customers, but nonetheless features in the audit of a private SWIS-retailer – a subset of which is providing positive evidence to an auditor that it doesn't apply.

As an example of an unreasonably broad audit checkpoint, we quote number 215 (emphasis added):

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Where it is *reasonably demonstrated* to the retailer that the customer experiencing financial hardship is unable to meet the customer's obligations under the previously elected payment arrangement, a retailer must give *reasonable consideration* to offering the customer an instalment plan or offering to revise an existing instalment plan.

In practice, the conversation with the auditor runs to the effect of, “we never received any such enquiries, but if we had, our definition of financial hardship is (documentation), our requirement for ‘reasonable demonstration’ is (documentation) and the proof that we would have given reasonable consideration to the application is (documentation).”

Moreover, we note that 14 of the Manual's check-points require proof of ‘reasonable endeavours’, 3 of which extend the requirement to ‘all reasonable endeavours’. A further 8 check-points require proof of ‘good faith’.

Again we would reiterate, that we support the substance of the Code; the issue is with the costs it imposes (which are passed through to SUCs) via the onerous audit requirement.

## The costs of audit compliance

It is important to note that the Code is integrated with the audit of licences. We therefore suggest that any changes to the Code should be subject to a cost-benefit analysis that also has regard to the implications for the cost of record keeping, compliance and audit. It has been our experience that supply of SUCs adds considerably to the cost of the audit of an Electricity Retail Licence. In addition to the indicative \$10,000 it adds to the auditor's fees (for a small private retailer), it also imposes significant staffing requirements. To take the example of Perth Energy's apparent position based on the discussion paper, we estimate that the external audit fee alone equates to around \$75 per customer per year where the audit takes place biannually. We note that this is in the same order as the ERA's recommended average retail operating cost allowance for Synergy.

In addition to the direct costs of auditor fees and the provision of unnecessary staff, there are hidden costs arising from the need to engage and educate professionals (especially lawyers and auditors) at \$250 to \$500 per hour. This is necessary in order to develop conforming marketing plans, not least of which is the mandatory standard form contract, and convincing auditors of positive evidence of compliance.

Ultimately, the true cost to a retailer of failure to prove compliance with the Code, could be to be deemed to have breached the licence condition, resulting in potential revocation of the licence (and thereby destruction of the business), withdrawal of credit by financiers, invalidation of insurance and the application of civil penalties - \$5,000 for an individual and \$20,000 for a body corporate.

## The price-signal provided by the Code and its audit

Retailers perform a cost-benefit analysis of each element of their business. In respect of the audit of the retail licence, the objective is to fully comply at value-for-money expense. The ERA substantially incentivises full compliance by then requiring the audit every 3 years instead of every 2 years.



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The practical reality is that retailers conduct a Pareto analysis on the costs of Code compliance and readily conclude that the cost of supplying SUCs at an industry standard profit isn't justifiable. For example, using the ERA's figure of maximum revenue of \$40,000 per year per customer, the necessary discount to win the customer would be around \$4,000. The net income to a retailer with, for example, Perth Energy's market presence (68 customers) and Synergy's margin (3%), would be a maximum of \$74,000 per year. In return for this, the new entrant retailer would incur costs of, say, \$20,000 in legal fees for a Standard Form Contract, plus around an additional \$10,000 in audit fees every second year. It would also have to design and operate its compliance structures and also its products for that market. Realistically, this would entail, say, 50% of a compliance clerk (\$30,000+ per year) plus senior management oversight (\$50,000+ per year). In addition to all that, the retailer would have to provide security deposits to the value of around \$450,000 (for 68 of the largest SUC customers). Furthermore, this assessment doesn't provide for the fact that many contestable SUCs are still supplied at subsidised non-contestable regulated tariffs.

Assuming that a retailer nonetheless proceeded with entry to the SUC market, the easiest and most cost-effective way to prove compliance with many of the audit requirements is to construct policies, market plans and supply contracts to prohibit specific activities – such as, where it is discretionary, residents requiring life support facilities and/or being supplied by prepayment meters. This effectively precludes from the market the affected customers.

More generally, and in several cases of Community's acquaintance, retailers opt to not supply customers not consuming a 'margin of safety' above the SUC threshold in case the consumption decreases for any reason below the SUC threshold. Furthermore, the retailer requires termination rights in the event of a customer seeming likely to become a SUC (before it is actually becomes one).

On the basis of the forgoing, Community advises that the regulatory costs associated with SUCs are a barrier to entry to that market and we suggest are a significant contributor to the perception that 'the wholesale market isn't working'.

## Definition of a Small Use Customer

We suggest that the current definition of a SUC is confusing and thereby unnecessarily restrictive. We note that the Code does not define a 'Small Use Customer' as such and instead defines a 'customer' in terms of itself with the proviso that it consumes less than 160MWh per year:

*customer* means a customer who consumes not more than 160 MWh of electricity per annum;

This definition is apparently taken from the Electricity Industry Act that spawns the Code, which operates several definitions of 'customer' as follows:

### Part 1 (Preliminary)

In this Act, unless the contrary intention appears —

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*customer* means a person to whom electricity is sold for the purpose of consumption;

Part 3 (Supply of electricity to certain customers)

.... unless the contrary intention appears —  
*customer* means a customer who consumes not more than 160 MWh of electricity per annum;

Part 6 (Code of conduct for supply of electricity to small use customers)

..... unless the contrary intention appears -  
*customer* means a customer who consumes not more than 160 MWh of electricity per annum;

While presumably not legally binding, the 2011-12 Annual Performance Report - Energy Retailers contains the further definition:

Customer means a **small use** customer account that consumes less than 160MWh (or approximately \$40,000) of electricity per year  
(original emphasis)

We suggest that the legislation be modified so as to properly define to whom the Code does or does not apply. We advise (and would welcome correction or otherwise as appropriate) that our interpretation is that the Code applies to a *person* (legal entity) that consumes less than 160MWh of electricity per year aggregated across all the NMIs registered in its name. To this, we add a margin of safety, such that we offer supply only to persons consuming more than 250MWh across all the NMIs registered in their name.

Assuming that this interpretation is appropriate, we suggest that the Code should expressly state the applicability of the Code in the following circumstances;

- i) A person that is supplied by a retailer on the grounds that it was not at the time of originally contracting an SUC, and where the terms of the contract have not changed materially, but which reduces consumption below the threshold; (otherwise contracts to supply Large Use Customers have to contain provisions to terminate the contract in the event of consumption dropping below the small use threshold);
- ii) A NMI that the person certifies is under common control, albeit not registered to the person, along with at least one other NMI, which in the aggregate consume more than 160MWh;
- iii) A NMI that contains behind-the-meter solar PV owned by the person, where the total consumption of the person (PV plus import from the network) reasonably (because PV is variable) exceeds the threshold;
- iv) A NMI that contains behind-the-meter solar PV owned by a 3<sup>rd</sup> party and supplied to the person, where the total consumption imported from the network and supplied by the PV exceeds 160MWh;

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In respect of finessing the definition, please note that the SUC test could reasonably parallel the rules for testing contestability of a load (which entitles it to select a retailer other than the monopoly supplier) where the practice is that once a NMI is deemed contestable it can never again revert to non-contestable.

## Contracts and consents

Community Electricity considers that Part 2 of the Code is unnecessarily complex and laboured. In particular, we perceive as ridiculous the resolution of Electricity Supply Agreements into Standard Form Contracts, Non Standard Contracts, Solicited Consumer Agreements and Unsolicited Consumer Agreements. We note that a contract (written or unwritten) exists wherever a party accepts a benefit from another and there is an expectation of reciprocity on terms reasonably known to the accepting party. The benefit in question is electricity supply. In order for electricity supply to commence, the retailer must issue to Western Power a Transfer Request, which normally takes 3 to 5 days. In the event of a mistake having been made, the retailer can issue to Western Power a corrective transfer, whereby the transfer is reversed and deemed to have never taken place. Insofar as the timescale of the transactions impacts energy market settlements, these are reversed during the subsequent adjustment process, so the misplaced transfer is nullified.

The Meter Transfer Code requires a retailer to obtain the customer's Verifiable Consent prior to making the transfer. We therefore suggest that, in terms of the Electricity Supply Agreement, the reciprocity (terms and conditions) should be made available to the customer at the same time as provision of the form demonstrating its consent - whether that be in person, via a website, or via mail or email.

## The Standard Form Contract

Community supports the principle of unwritten contracts that bind to reasonable terms both retailers and their customers as this offers the substantial benefit of reducing administration and legal costs across the industry. In particular we note that the vast majority of residential customers are probably unaware that they are bound by such a contract, and the possibility of incurring disadvantage neither occurs to them nor is contemplated by them. However, we consider that the Standard Form Contract is so extensively regulated and specified that there is effectively scope for varying only the competitive features of the supply arrangement (in particular, price structure and term). In effect, the combination of the Code together with the Electricity Industry (Customer Contracts) Regulations 2005 constitutes a de-facto electricity contract. As so little discretion is allowed to retailers (and indeed is not needed by them), we suggest that the fitness for purpose of industry costs would be improved by stipulating a universal supply contract and permitting variations only in respect of the competitive elements, which variations could be audited for compliance against regulations. The alternative, as presently practised, is to require each supplier of SUCs to engage a lawyer to read the Code and the Customer Contracts Regulations and draw up a contract regurgitating their content. This document is then submitted to the ERA for approval via a public consultation. We suggest that this is worthless to customers, a misplacement of resources, an unnecessary cost to industry, and a barrier to entry to the SUC market. We

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would cite the regulated Electricity Transfer Access Contract as an example of very effective standardisation that has added value to the electricity market and facilitated competition.

## Solar PV

Over the last few years the penetration of rooftop solar PV installations has progressed to the extent of around 300MW and is continuing to grow on the basis of its intrinsic economics in the face of diminishing subsidies. We note that Clear Energy obtained its retail licence with the intention of selling to customers the output of PV installations owned by it on the customer's property, but has not yet actually done so. We suggest that the PV industry is now maturing and beginning to converge on this business model, and it is therefore timely to review the applicability to it of the licencing regime in general and the Code in particular.

We are also concerned about a recent development that is said to be threatening the viability of some PV installers. Western Power recently introduced a requirement to the effect that it will only approve new PV installation in respect of customers whose retailer lodges on their behalf the formal connection application. This has the effect of increasing retailer negotiating power to the extent that they can, and in some cases, are, insisting on changing the contract terms as a precondition for lodging the application. Furthermore, there is hearsay to the effect that customers are being price-gouged and the resulting delays have caused some PV-installers to incur cash-flow problems due to holding excessive inventory, to the point of potentially causing business failure. Noting that we generally recommend extending the reporting requirements of the Code, we are sufficiently concerned about this issue to advocate that the reporting requirements should be extended to cover this issue.

## "Other party" activities

Noting that the objective of the Code is to protect SUC's from undesirable marketing conduct, we would call to the attention of the ERA the rise in intermediaries that represent customers by organising on their behalf electricity tenders. This also extends to "carbon consultants". Some of these operators are remunerated through a payment from the customer, and others, while ostensibly representing the customer, through a payment from the successful retailer. It may even be that some are remunerated partly from both the customer and the retailer. We suggest that it would be in the interests of the customers to require their intermediaries to disclose commissions made by retailers and also to ensure the competence of the intermediary in comparing competing offers. In particular, retailers often differentiates their products in terms of their time and demand structures and, in Community's experience, some intermediaries are not qualified to discern the differences and implications.

## Financial Hardship

Community Electricity is not obliged to operate a Hardship Policy but we choose to do so in recognition that we are part of the community and that disconnecting or otherwise proceeding against a defaulting customer is a business cost that can equally be spent on

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'doing the right thing'. Our Hardship policy is available at:  
<http://www.communityelectricity.net.au/hardship.html>.

A key feature of the policy is the principle that customers enduring hardship should pay our unavoidable costs of supplying them but without any additions. In effect, we offer them 'mates rates' without profit.

We note that Part 6 of the Code applies to only residential customers and by extension their monopoly suppliers Synergy and Horizon. Further, we note that both Synergy and Horizon are themselves enduring hardship and are bailed out by taxpayers via the State Government through Community Service Obligations and the Tariff Equalisation Fund. On this basis, we propose that a monopoly supplier should be prohibited from disconnecting or otherwise proceeding against a residential customer enduring bone fide financial hardship. We propose that customers' bone fides should be substantiated through provision by suitably qualified 3<sup>rd</sup> party entities of i) a Certificate of Financial Hardship stating an amount that the customer can reasonably afford, ii) a Certificate of Responsible Energy Use, and iii) a self-certified promise to do its best to do the right thing in respect of paying for its electricity and offering to pay a nominate amount that it considers it can afford. [In this respect, this would parallel the process for certifying customers requiring life support equipment.]

In terms of the 'business case' for such a process, we cite as benefits the cost savings arising from the retailer being relieved of the cost of making its own assessment of a customer's hardship in combination with the reporting and audit cost arising from that. In this respect, Community accepts on trust a self-certification from a customer. In comparison, the cost of the service would be primarily the marginal cost of providing the electricity. While this is a complex field, Community Electricity is expert in it and we consider that the savings arising from preventing continued consumption (disconnection) are very much smaller than is commonly believed. Central to this perception is the fact that from the perspective of residential customers their electricity supply is entirely State owned and controlled, albeit with idiosyncratic structures for defining and allocating asset ownership and cash flows. In particular, industry costs may be classified as either 'fixed' or 'variable', with fixed costs continuing to be incurred regardless of whether the customer consumes electricity. The fixed costs primarily relate to infrastructure charges (network and generating capacity) – these don't change when a customer is disconnected.

While the network charges are on the face of it variable for residential customers (and indeed are for private retailers), in actuality they are fixed. In the short term, any 'surplus' or 'deficit' is borne by the State Government (tax payers) via Western Power. In the longer term, these 'unders' and 'overs' are spread across all electricity users by adjusting the network charges.

On this basis, we suggest that the variable cost of supplying a residential customer is around 8c/kW. Consequently, the retailer, the government and the community are all advantaged by continuing to supply a defaulting customer provided it pays at least this amount, thereby making a contribution towards the fixed costs. Equally, if the customer can't pay that much, this figure compares favourably with the savings arising from dismantling the regulatory structure that facilitates disconnection for reason of poverty.

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With regard to defaulting customers that are not enduring bone fide hardship, we suggest that they should be properly notified of the process for achieving that recognition and in the alternative disconnected in accordance with the provisions of the Code.

## Suggested revisions to the Code

Fundamentally, private retailers could, in principle, compete effectively in the SUC market according to the same principles that apply in the Large Use Customer market, albeit is at reduced profitability due to increased administration costs (more customers per dollar of income). In particular, Western Power and the IMO are indifferent to the size of a retail customer. To enable this we suggest the following practical revisions to the Code:

1. For clarity, retain all the customer protections in their present form or as amended from time to time (per the present process);
2. Prohibit disconnection of a residential customer on the grounds of payment default due to poverty
3. Properly define a Small Use Customer and publish practical guidance or a working definition in order to help retailers remain compliant without excluding customers through a 'margin of safety';
4. Extend the rights of opt-out of Code provisions for a SUC, and thereby remove the audit burden.
5. Divide the Code into at least two sections; applying to respectively contestable and non-contestable customers. A further distinction could relate to SWIS and non-SWIS;
6. Make provision for a retailer supplying contestable customers to formally opt out of specific supply styles, with the audit conditions to apply only to those styles for which they have opted in;
7. Abolish the requirement for a Standard Form Contract and replace it with a deemed contract that applies to all SUC supplies with the exception of a Schedule detailing specific non-standard terms (such as price structure and term) of supply applying between a specific retailer and a specific customer. Audit the non-standard terms for reasonableness, including provision by the retailer of a summary and analysis of terms entered into;
8. Change the emphasis of the audit away from proof of compliance to examination and remedy of non-compliances (fines and customer compensation); for example, a retailer would have to provide 'clearances' from the Ombudsman, Western Power and the relevant social services authorities;

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## Responses to the issues raised in the public consultation document

In the following we respond to the specific calls made in the discussion paper.

### **Recommendation 1**

Delete clause 1.6(a).

We support this on the grounds that it is a correction of a minor or typographical error.

### **Recommendation 2**

Amend clause 9.4(3)....

We support this on the grounds that it is a correction of a minor or typographical error.

### **Recommendation 3**

Amend the definition of 'instalment plan' .....

We support this on the grounds that it is a correction of a minor or typographical error.

### **Recommendation 4**

Amend the reference to 'their' in clause 10.11(2)(a) to 'its'.

We support this on the grounds that it is a correction of a minor or typographical error.

### **Recommendation 5**

Amend the definitions of "billing/credit complaints" and "other complaints" by inserting the words "complaints related to" after the word "includes".

We support this on the grounds that it is a correction of a minor or typographical error.

### **Recommendation 6**

Amend the definitions of "marketing complaints" and "transfer complaints" by inserting the words "complaints related to" after the word "includes".

We support this on the grounds that it is a correction of a minor or typographical error.

### **Recommendation 7**

Amend the definition of 'cooling-off period' in clause 1.5 to read as follows: "'cooling-off period' means the period specified in the contract as the cooling-off period."



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We have no objection to this except that in principle a term should not be defined in terms of itself (with which the original definition is in harmony). Otherwise, the issue seems to us to be of little substance or consequence.

## Question 1

Should any changes (other than that set out in Recommendation 8) be made to the Code in light of the NECF?

It is important that changes to the Code should be subject to a cost-benefit analysis that also has regard to the cost of record keeping, compliance and audit. On that basis, we consider that changes should not be made for the purpose of 'achieving consistency' across jurisdictions, or where they add significantly to retailer costs while achieving only minimal benefit.

## Recommendation 8

Insert the following new clause into the Code:

### **No canvassing or advertising signs**

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

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

We support the intent of this proposal but advise against adding costs to the retailer as a 'nice to have' in anticipation of Full Retail Contestability, which is not currently viable and would take at least 5 years to design and implement.

## Recommendation 9

Should the Authority develop a new webpage regarding the use of do-not-knock stickers?

**NOTE:** If the Authority decides to develop a new webpage regarding the use of do-not knock stickers as a result of considering the GMCCC's advice, the ECCC will not need to make the same recommendation.

We note that this is a question rather than a recommendation. We prefer to comment in private regarding our advice as to where the Authority should place its stickers 😊

## Recommendation 10

Replace the reference to 'the holder of a retail licence or an integrated regional licence' with 'a retailer' in the definition of 'electricity marketing agent'.

We support this on the grounds that it is a correction of a minor or typographical error.

## Recommendation 11

Amend the note at the beginning of Part 2 to include the full titles of legislation and to change the reference from Australian Consumer Law (WA) to the Fair Trading Act 2010 (WA).



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We support this on the grounds that it is a correction of a minor or typographical error.

## Recommendation 12

Amend clauses 2.2, 2.3 and 2.4 to rationalise the requirements for standard form contracts and non-standard contracts to create:

- a new clause 2.2 (entering into a standard form contract), which includes all the requirements for entering into a standard form contract; and
- a new clause 2.3 (entering into a non-standard contract), includes all the requirements for entering into a non-standard contract.

We support the intent of this proposal as is a clarification. However, we suggest that the two clauses should be integrated in order to eliminate the substantial duplication.

## Question 2

If Recommendation 12 is not accepted by the Authority, should an amendment be made to the Code to address the issue of obtaining verifiable consent?

Please see our response above under the heading “Contracts and Consents”

## Recommendation 13

If Recommendation 12 is not accepted by the Authority, amend the reference to ‘non standard form contract’ to ‘non-standard contract’.

We support this on the grounds that it is a correction of a minor or typographical error.

## Recommendation 14

If Recommendation 12 is accepted by the Authority, delete clause 2.5(2) from the Code.

We support this on the grounds that it is a correction of a minor or typographical error.

## Recommendation 15

Delete clause 2.6(2)(a) from the Code.

We support this on the grounds that it is a correction of a minor or typographical error.

## Recommendation 16

Delete clauses 2.6(3) and (4) from the Code.

We support this on the grounds that it is a correction of a minor or typographical error.

## Recommendation 17

Amend clause 2.9(2) to become a stand-alone clause to clarify the general nature of the record-keeping obligation.

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We support this proposal conditional on it achieving clarification of the obligations and not adding to the record keeping or audit cost.

## Recommendation 18

Replace references to 'retailers' and references to 'electricity marketing agents' with 'retailers and electricity marketing agents' as appropriate throughout the Code.

We support this on the grounds that it is a clarification.

## Recommendation 19

Delete all instances of 'other party' from the Code.

We support this on the grounds that removes clutter from the Code. However,

### Question 3

Taking into account any costs and benefits, should any benchmarking requirements be added to the Code? If so, what form should they take?

### Question 4

Are there any bill content requirements that should be removed from the Code?

We reiterate our earlier comments that it is important that changes to the Code should be subject to a cost-benefit analysis that also has regard to the cost of record keeping, compliance and audit. In particular, the principal capital investment of a mass retailer is its billing system, which in general will be structured to achieve specific data and format and which may be very difficult to adapt. It is conceivable that the introduction of new billing requirements could, depending on their nature, require a multi million dollar upgrade. From this perspective, if it is decided that changes are necessary then it might be cheaper to permit them to be an added service for which customer can opt in should they require it. That said, if the national benchmarking requirements are to be introduced in the future, it would be desirable to have a single change event rather than two.

## Recommendation 20

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

the average daily cost of *consumption* including charges ancillary to the *consumption* of electricity

We support this on the grounds that it is a clarification.

## Question 5

Should there be an obligation, comparable to clause 4.6(2)(a), on a distributor to provide information to customers on how read a meter?

We consider that a responsible distributor would provide this information on its website (and note that Western Power does so). We have no objection to making it mandatory except for our general concerns about increasing audit costs by adding a further audit check-point.

## Recommendation 21

Introduce a 12 business day time limit regarding the refund of credit is after a final bill.

We support the intent of the proposal as it prevents retailers from abusing their responsibility. However, if it is added as another audit check-point, it could substantially increase the costs of retailers as they will have to track the number of taken to make such payments.

## Recommendation 22

Amend clause 4.14(2) to allow a retailer to transfer a credit to another account if requested by a customer.

We support the intent of the proposal as it improves service to customers. However, if it is added as another audit check-point, it could substantially increase the costs of retailers as they will have to report on this.

## Recommendation 23

Include off-set provisions within clauses 4.14, 4.18 and 4.19.

We support the intent of the proposal as it improves service to customers. However, if it is added as another audit check-point, it could substantially increase the costs of retailers if they will have to report on this.

## Recommendation 24

Amend the '20 business days' in clauses 4.18(4) and 4.19(4) to '5 business days'.

We support the intent of the proposal as it improves service to customers. However, if it is added as another audit check-point, it could substantially increase the costs of retailers if they have to report on this.

## Recommendation 25

Amend clause 5.3 ....

We support this proposal as it is a clarification.

## Recommendation 26

Insert a definition for 'direct debit is arrangement' in the Code.

We support this proposal as it is a clarification.

## Recommendation 27

Amend clause 5.6(3) as follows:

A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill and or more than 12 late payment fees in a year.

We support this proposal as it is a clarification.

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## Recommendation 28

Amend clause 5.7(1)(d) by changing '3 business days' to '5 days'.

We have no objection to this proposal conditional on the stated 'dilution of customer protection' not resulting in additional costs to retailers, particularly as retailers are already configured to provide the undiluted protection.

## Recommendation 29

Delete clause 5.8(1) from the Code.

We support this proposal on the grounds that it duplicates Commonwealth law.

### Question 6

- A. Should Part 6 of the Code be made less prescriptive?
- B. If so, which particular clauses should be amended?

### Recommendation 30

Amend the Code ..... in relation to financial hardship assessments.

### Question 7

Should amendments be made to the Code to allow for a situation where a customer has been assessed by an independent financial counsellor or relevant consumer representative organisation before approaching the retailer?

### Recommendation 31

Amend the Code to require retailers to keep a record of, and report on, the number of customers who have been assessed and found to be experiencing financial hardship, payment difficulties or neither (and the basis upon which these decisions were made).

### Question 8

- A. Should the policy content requirements only require matters to be included which are directly relevant to customers?
- B. If so, should the other content requirements be moved to the Financial Hardship Policy Guidelines, or should they be retained in the Code as a requirement on retailers to provide supporting information on the implementation of their hardship policy to the Authority?
- C. Are there any other changes that should be made to hardship policy requirements?

### Question 9

- A. Should the Code specify that a copy of the policy must be provided (as opposed to details of the policy)?
- B. If so, should the Code specify that a copy of the policy is only required to be provided upon request?

### Question 10

Should clause 6.10(7) be amended to require a retailer's review of its hardship policy to be consistent with the Guidelines?

### Question 11

Should clause 6.10(8) be amended to clarify the effect of non-compliance with the obligation to review hardship policies consistently with the Guidelines?

### Question 12

Should financial hardship policies be required to be approved instead of assessed?

### Recommendation 33

Amend clause 6.10 to specify that information regarding TTY and multi-lingual services are to be included in a financial hardship policy.

### Question 13

- A. Should the Authority set a minimum amount?
- B. If so, what should the minimum amount be?

Please see our response above under the heading "Financial Hardship"

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## Recommendation 32

Amend clause 6.8(e) to reflect the fact that free energy efficiency audits are no longer available as the HEP has been closed.

We support this proposal on the grounds that it suitably updates the Code in respect of this matter.

## Recommendation 34

Amend clause 7.5(a) to specify that the requirement does not apply to calls from mobile phones.

## Question 14

Should clause 7.6 be amended to include a requirement for the retailer or distributor to have prior knowledge that the customer has made a complaint to the retailer or distributor (as applicable) or the Energy Ombudsman?

We support the proposal on the grounds that it is unreasonable to require a retailer to be aware of such a complaint, especially as the complainant may require confidentiality. Furthermore, Western Power conducts due diligence before disconnecting a customer and it would be proper at that time for a customer to cite such a complaint as a basis for not being disconnected.

## Recommendation 35

Amend the word 'and' at the end of subclause 7.6(e) to 'or' and add the word 'or' to the end of subclauses 7.6(c) and (d).

We support this on the grounds that it is a correction of a minor or typographical error.

## Recommendation 36

Insert the words "by no later than" at the commencement of clause 7.7(1)(c)(ii) and 7.7(2)(b)(ii).

We support this on the grounds that it is a correction of a minor or typographical error.

## Recommendation 37

Amend the Code to allow customers to be able to provide the acknowledgement required under clause 7.7(3)(d) by electronic means such as text and email.

We support this proposal conditional on it not increasing record keeping and compliance costs for the distributor. In particular, texts might be more difficult to track.

## Question 15

Should customers be able to 'opt out' of having to provide the confirmation under clause 7.7(3)(d)?

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We support this proposal conditional on it not increasing record keeping and compliance costs for the distributor. (In particular, one wonders why a person depending on life support equipment would opt out).

## **Recommendation 38**

Insert the words “or someone residing at the supply address” into clause 7.7(4).

We support this proposal conditional on it not increasing record keeping and compliance costs for the distributor. In particular, it isn't clear how the distributor would verify that the respondent resides at the address.

## **Question 16**

Are there any PPM requirements that should be amended in the Code?

We note that prepayment meters are used primarily in Aboriginal and remote communities. As such we have no experience with them and cannot offer comment.

## **Recommendation 39**

Amend clause 9.5 as suggested by legal counsel.

We support this proposal on the grounds that it corrects a manifest error.

## **Recommendation 40**

Amend the timeframes in subclauses 9.5(3)(b) from 5 and 6 business days to 9 and 10 business days respectively.

We support this proposal on the grounds that it improves fitness for purpose and cost effectiveness.

## **Recommendation 41**

Delete clause 9.6(c)(ii).

We support this on the grounds that it is a correction of a minor or typographical error.

## **Recommendation 42**

Delete clause 9.11.

We support this proposal on the grounds that it improves fitness for purpose and cost effectiveness.

## **Recommendation 43**

Amend the reference to clauses ‘9.7(1)(a) and 9.12’ in clause 9.13(2) to clauses ‘9.6(a) and 9.11’.

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We support this on the grounds that it is a correction of a minor or typographical error.

## **Recommendation 44**

Amend clause 12.1(2)(c) to include complaints about electricity marketing agents.

We support the intent of the proposal as it improves service to customers and the accountability of retailers. However, if it is added as another audit check-point, it could substantially increase the reporting costs of retailers.

## **Question 17**

Should the reporting indicators of Part 13 be removed from the Code?

We support this proposal on the grounds that it would simplify and consolidate the reporting requirements.

## **Recommendation 45**

Change reporting requirements to capture the number of events as opposed to the number of accounts.

We support the intent of this proposal and we have no objection conditional on it not materially increasing retailer costs.

## **Recommendation 46**

Insert a definition of 'resolved' as follows:

'Resolved' means the decision or determination made by the licensee with respect to the complaint, where the licensee, having regard to the nature and particular circumstances of the complaint, has used all reasonable steps to ensure the best possible approach to addressing the complaint.

We support the intent of this proposal and we have no objection conditional on it not materially increasing retailer costs. [While ostensibly it wouldn't, this section of the Code contains many references to deadlines with consequent possible impact on retailer reporting systems.]

## **Recommendation 47**

Replace references to 'concluded' with 'resolved'.

We support the intent of this proposal and we have no objection conditional on it not materially increasing retailer costs. [While ostensibly it wouldn't, this section of the Code contains many references to deadlines with consequent possible impact on retailer reporting systems.]

## **Recommendation 48**

Amend clauses 5.6 and 7.6 to allow for the situation where a complaint has been made to the Ombudsman or external dispute resolution body.

We support this proposal as it is a clarification

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## **Recommendation 49**

Delete the reference to 'query' in clauses 14.3 and 14.4.

We support this proposal as it improves fitness for purpose.

## **Recommendation 50**

Amend clause 13.2(a)(i) as specified above in order to clarify the reporting requirements.

We have no objection to this proposal other than it will increase the reporting and audit costs unless the information is readily available. [Otherwise, we would question the appropriateness of the 1 month threshold, as normally functioning account would often have its meters read and then billed on a 4,4,5 (weeks) schedule.

## **Recommendation 51**

Amend the reference to 'Part 6' in clause 13.2(a)(iv) to 'clause 4.1(a)(ii)'.

We support this on the grounds that it is a correction of a minor or typographical error.

## **Recommendation 52**

Amend clause 13.2(b)(vi) to refer to subclause 13.2(b)(v) instead of clauses 7.1 and 7.3.

We support this on the grounds that it is a correction of a minor or typographical error.

## **Recommendation 53**

Insert the words 'who were pre-payment meter customers' after the term 'customers' in clauses 13.7(1)(f), (g) and (h).

We support this on the grounds that it is a clarification.

## **Recommendation 54**

Create a new subclause 12.1(4).

We support this on the grounds that it clarifies the requirements placed on retailers. However, we reiterate our concerns about increasing the regulatory burden and unnecessary creation of a further two audit check-points.

## **Recommendation 55**

Delete subclauses 14.3(1) and 14.4(1) and amend 14.3(2) and 14.4(2) as suggested by legal counsel.

We support the intent of this proposal but suggest that rather than state the same thing twice in respect of retailers and then distributors, there should be a single clause covering both – as in clause 12.1.4



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## Other minor recommendations

We suggest clarify the grammar in the definitions of electricity marketing agent as follows:

- i) part b) is incomprehensible:

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

- ii) part d) currently reads:

**“electricity marketing agent”** means—d) not a person who is a customer representative.

## Contact

For further information or comment, please contact:

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0408 005 321

28 October 2013

## **Attachment 7 – Submission: Energy Assured**

24 October 2013

Mr Paul Kelly, Chairman ECCC  
PO Box 8469,  
PERTH BC WA 6849

Email address: [emccc@erawa.com.au](mailto:emccc@erawa.com.au)

Dear Mr Kelly,

We would like to introduce Energy Assured and to provide the following brief submission for the Code of Conduct for the supply of electricity to small use customers.

Energy Assured Limited is a self-regulated energy industry scheme to monitor and improve door to door marketing standards. It seeks to improve compliance by both energy retailers and energy marketing companies to promote consumer confidence in door to door sales, to improve the customer experience and reduce the incidence of sales issues.

Energy Assured commenced operating the scheme in January 2012 in NSW, QLD, SA and VIC. While the electricity market has not yet opened to competition for small use customers, we wanted to let the ECCC know about the scheme and the retail energy industry's commitment to monitoring and improving door to door standards. While we understand that door to door marketing has not yet commenced in any significant way in WA following the opening of the gas market to competition for small use customers, there is some level of face to face marketing occurring through shopping centre kiosks which activity is also covered by the scheme.

Energy Assured manages a Code of Practice which has been authorised by the Australian Competition and Consumer Commission. The Code includes:

- A scheme to ensure sales agents are recruited, trained and assessed in a consistent manner across the industry;
- A central register of accredited sales agents;
- Monitoring sales agent behaviour such that a proven breach of Energy Assured's standards may result in disciplinary measures and deregistration of the sales agent for five years;
- Annual compliance audit of each energy retailer; and
- Imposing sanctions on energy retailers or marketing companies who fail to comply with the Code.

Members of the scheme are:

<b>Energy Retailers</b>	Alinta Energy	Australian Power & Gas	Lumo Energy
	Momentum Energy	Origin Energy	Red Energy
	Simply Energy	Energy Retailers Association of Australia	
<b>Energy Marketers</b>	Aims Marketing	Appco Group	ASAP
	Energy Deal	Fieldstar Services	Genius Marketing
	Redwood BC	Sales Etiquette	Salmat
	SIQ	The SMART Group	Communicom

We note that the Electricity Marketing Code of Conduct is well advanced and we are supportive of the Code and its proposed amendments. The following points are provided for your consideration:

1. We suggest the addition of a sub clause to ensure that the retailer or electricity marketing agent should ensure that the customer has the authority to enter into the contract.
2. Under the Energy Assured Code of Practice, it is a requirement that a customer is provided with the contact details for the retailer in order to make a complaint but is also provided with the Ombudsman's contact details. We suggest this may assist customers rather than waiting for their first bill from the new retailer to be provided with the Ombudsman contact details.
3. Clause 2.9(b) refers to details of complaints made to electricity marketing agents being provided to the Ombudsman on request. Is it envisaged that electricity marketing agents would be members of the Ombudsman scheme? This may need some clarity if this obligation is intended to apply to energy retailers.
4. In the amendments, Recommendation 6 refers to transfer complaints. An item that isn't mentioned, that does occur in other States is the incidence of "Transfer in Error" complaints which can occur through door to door transactions or during the back office processes to win a site for the new retailer.
5. Energy Assured concurs with the recommendations around do not knock notices and supports the Authority's view that these should be clearly displayed and that information be made available to customers about the use of such notices.

We welcome the opportunity to discuss these comments with you or to outline further the Energy Assured initiative, how it has provided improved customer outcomes in other States and how we can work with key stakeholders in Western Australia in the future.

Yours sincerely,

Anne Whitehouse  
Chief Executive Officer

## **Attachment 8 – Submission: Energy Retailers Association of Australia**

1 November 2013

Mr Paul Kelly  
Chairman ECCC  
PO Box 8469  
PERTH BC WA 6849

By email: [eccc@erawa.com.au](mailto:eccc@erawa.com.au)

Dear Sir/Madam,

**RE: 2013 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers**

The Energy Retailers Association of Australia (ERAA) welcomes the opportunity to provide input to the *2013 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers – Draft Review Report* (the Draft Review Report).

The ERAA represents the organisations providing electricity and gas to almost 10 million Australian households and businesses. Our member organisations are mostly privately owned, vary in size and operate in all areas within the National Electricity Market (NEM) and Western Australia, and are the first point of contact for end use customers of both electricity and gas.

The ERAA supports the Electricity Code Consultative Committee's (the Committee) efforts to reduce regulatory burden through the removal of duplications and inconsistencies. The ERAA's feedback intends to complement the Committee's recommendations.

The ERAA believes that all policies and regulations should be effective and efficient. That is, they need to be effective in addressing a defined problem, and efficient in maximising benefits while minimising costs. The ERAA supports the Australian Government's Office of Best Practice Regulation's Best Practice Regulation Handbook when placing new (or reviewing existing) obligations on business. Best practice regulation should address an identified market failure and be backed by a robust cost-benefit analysis and/or regulatory impact statement. It is essential that the intended benefits of changes outweigh the potential costs, which are ultimately passed through to consumers.

The ERAA notes that the Economic Regulation Authority Act 2003 must have regard to matters including the need to promote regulatory outcomes that are in the public interest and the need to promote transparent decision-making processes that involve public consultation. The proposed process for the review of the Code of Conduct for the Supply of Electricity to Small Use Customers (the Code) includes extensive and appropriate public consultation, an approach which is strongly supported by the ERAA. However, the Code Review Process does not include the scope for sufficient quantitative and qualitative analysis of potential changes either at the ECCC consultation or the Economic Regulation Authority (the Authority) decision making stages. The ERAA recommends that the ECCC advocates that the Authority undertakes a cost-benefit analysis and/or regulatory impact statement for proposed amendments to the Code consistent with the Western Australian Government's Regulatory Gatekeeping Unit (regulatory impact assessment process). This would ensure



that relevant stakeholders are able to provide informed feedback on any proposed amendments as part of the final stage of the consultation process.

Should you wish to discuss the details of this submission, please contact me on (02) 8241 1800 and I will be happy to facilitate such discussions with my member companies.

Yours sincerely,

Cameron O'Reilly  
CEO  
Energy Retailers Association of Australia

## **Attachment 9 – Submission: Horizon Power**



Our ref: DM 3737005

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1 November 2013



Mr Paul Kelly  
Chairman ECCC  
PO Box 8469  
PERTH BC WA 6849  
[ecccc@erawa.com.au](mailto:ecccc@erawa.com.au)

Dear Paul,

**DRAFT REVIEW REPORT OF THE CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL-USE CUSTOMERS – 2013 REVIEW**

Horizon Power welcomes the opportunity to comment on the above-mentioned draft review report.

Horizon Power is Western Australia's regional electricity provider. We are a state government-owned, commercially-focused corporation that provides power to about 45,000 customers (comprising more than 100,000 residents and 9,000 businesses, including major industry) across regional Western Australia.

We manage two interconnected systems, the North West Interconnected System (NWIS) in the Pilbara and the interconnected transmission network between Kununurra and Wyndham, as well as 36 non-interconnected or islanded systems in regional towns and remote communities.

Horizon Power understands the recommendations and questions proposed in the draft review report are designed to enhance the delivery of services to small-use customers in Western Australia. Accordingly, Horizon Power supports the recommendations of the report except those specifically listed below and has provided views on the questions posed in the report.

**Recommendation 2** – Legal counsel has recommended that clause 9.4(3) be amended as follows:

- (3) Where the **pre-payment meter customer** requests reversion of a **pre-payment meter** under subclause (1) after the date calculated in accordance with subclause (2), the retailer may charge the pre-payment meter customer ~~must pay the retailer's~~ a reasonable charge for reversion to a standard **meter** ~~(if any)~~. However, the ~~The~~ **retailer's** obligations under subclause (1) –
  - (a) if the **customer** is a **residential pre-payment meter customer**, are not conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard meter (if any); and
  - (b) if the **customer** is not a **residential pre-payment meter customer**, may be made conditional on the **customer** paying the **retailer's** reasonable charge for reversion to a standard meter (if any).

Horizon Power submits that the high cost to revert a meter other than a communications-connected smart meter in the remote areas in which Horizon Power operates should be borne by the customer and therefore proposes clause (3) (a) be deleted or combined with (b).

**Question 1** – Should any changes (other than that set out in Recommendation 8) be made to the Code in light of the NECF?

Horizon Power suggests that the requirements of the NECF should not be considered at this time, as they have not been implemented in all of the jurisdictions of the National Electricity Market and there is some evidence to suggest that even where the framework has been adopted, it has not been applied consistently.

This question should again be reviewed in the 2015 Code review.

**Recommendation 8** - Insert the following new clause into the Code:

**No canvassing or advertising signs**

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

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

Whilst Horizon Power does not undertake or procure third parties to undertake such activities and perhaps understands the basis for the Authority to consider such an inclusion, such activity does not breach any law and should remain a matter between the party undertaking any such canvassing and the homeowner.

**Recommendation 12** – Amend clauses 2.2, 2.3 and 2.4 to rationalise the requirements for standard form contracts and non-standard contracts to create:

- a new clause 2.2 (entering into a standard form contract), which includes all the requirements for entering into a standard form contract; and
- a new clause 2.3 (entering into a non-standard contract), which includes all the requirements for entering into a non-standard contract.

**Question 2** – If Recommendation 12 is not accepted by the Authority, should an amendment be made to the Code to address the issue of obtaining verifiable consent?

Horizon Power supports recommendation 12, though if it is not adopted, the amendment to the Code should be made to address the issue of verifiable consent.

**Question 3** – Taking into account any costs and benefits, should any benchmarking requirements be added to the Code? If so, what form should they take?

Horizon Power appreciates the importance of ensuring that customers have relevant information at their disposal on their energy consumption and the associated costs so that they can make informed decisions about their use. As prices increase customers are likely to take greater interest in their energy bills, so there is a need for a longer-term education process to change how customers think about their energy use.

Nevertheless, Horizon Power has a number of concerns about whether meaningful benchmarks can be developed and the costs associated with developing them.

From a technical perspective, Horizon Power's customer base is likely to make the establishment of meaningful benchmarks particularly challenging. Horizon Power has a small but extremely diverse customer base, ranging from isolated towns and Aboriginal communities, to residential consumers that may receive energy through their employer.

Unless benchmarks are very carefully defined, which is likely to be a significant and costly exercise, they are unlikely to be particularly meaningful. If the benchmarks are not meaningful there is a risk that the customer will be misled.

Establishing meaningful benchmarks is further complicated by the fact that the vast majority of Horizon Power's customers do not pay cost-reflective prices.

Horizon Power considers smart meters will offer customers much more useful information for the purpose of controlling consumption and cost, irrespective of their location, education level, or usage patterns.

In addition, Retailers are required to place up to 45 items on a customer's bill under the Code. Providing further information will impose expensive compliance changes, as information systems costs will be incurred to capture, maintain and present benchmarking information. In Horizon Power's instance, a bill re-design will also be required as current bill format is already complex and at the limit of what can be presented on a single page.

**Question 4** – Are there any bill content requirements that should be removed from the Code?

Horizon Power suggests the following requirements be removed:

- 4.5(1) (g) – The requirements of 4.5(1) (a) and (f) provide sufficient detail to the customer such that (g) is not needed.
- (l) – Information about the late payment fee is available in the Horizon Power tariff brochure and on its website. Subclause (i) requires the fee be listed on the bill, should such a fee be charged.
- (m) – Horizon Power contends daily consumption data (refer subclause (n)) provides a greater level of benefit to the consumer than the daily cost information, because tariff changes and other fees and charges can also affect the calculation. Horizon Power recommends the average daily cost of consumption (m) be removed.

**Question 5** – Should there be an obligation, comparable to clause 4.6(2)(a), on a distributor to provide information to customers on how read a meter?

As a vertically integrated energy business the obligation on Horizon Power as a Retailer operates as if it were applied to both the Retailer and Distributor. Where there is a separation of retail and distribution functions, the obligation should be on the party who has the arrangements in place with the customer to self read.



**Question 6** – A. Should Part 6 of the Code [Payment Difficulties and Financial Hardship] be made less prescriptive? B. If so, which particular clauses should be amended?

Horizon Power supports a less prescriptive approach. Part 6 of the Code describes the obligations for the delivery of services to customers who are experiencing financial difficulties or hardship. Horizon Power suggests the delivery of sensitive, respectful service to customers who find themselves in these circumstances is important, and it takes its responsibility in this area seriously. Horizon Power suggests it has a compliant hardship policy and procedures that ensure it delivers service standards as described above.

However, Horizon Power does not support the availability of the policy to the customer as described in the proposed amendment Clause 6.10 (2)(d). Horizon Power would support an amendment as described in proposed Clause 6.10 (2)(d) to be added to clause 6.10 (3) and rewording of that clause from “details of the hardship policy”, a detailed internal policy to “details of the benefits and outcomes of the hardship policy” as a simpler, more succinct document for the customer.

**Question 8 A** – Should the policy content requirements only require matters to be included which are directly relevant to customers?

Horizon Power’s policy and written procedures should include all matters that identify the way Horizon Power will deliver service in this area and ensure compliance with the requirements of the Code.

**Question 8 B** – If so, should the other content requirements be moved to the Financial Hardship Policy Guidelines, or should they be retained in the Code as a requirement on retailers to provide supporting information on the implementation of their hardship policy to the Authority?

Horizon Power suggests there be no changes to the content of the Hardship Policy Guidelines.

**Question 9 A** – Should the Code specify that a copy of the policy must be provided (as opposed to details of the policy)?

Horizon Power supports provision of a ‘Benefits and Outcomes’ summary of the business’s hardship policy.

**Question 9 B** – If so, should the Code specify that a copy of the policy is only required to be provided upon request?

Horizon Power supports this proposed amendment.

**Question 10** – Should clause 6.10(7) be amended to require a retailer’s review of its hardship policy to be consistent with the Guidelines?

Horizon Power supports this amendment.

**Question 11** – Should clause 6.10(8) be amended to clarify the effect of non-compliance with the obligation to review hardship policies consistently with the Guidelines?

Horizon Power suggests that failure to comply would constitute a breach of the Code and as such the amendment is not necessary.

**Question 12** – Should financial hardship policies be required to be approved instead of assessed?

Horizon Power is of the view the current assessment process is adequate.

**Question 13 A & B – A.** Should the Authority set a minimum amount [below which disconnection for non-payment of a bill cannot occur]? **B.** If so, what should the minimum amount be?

Horizon Power does not support a minimum amount, though practically a Retailer might apply such a policy. Should the Authority seek to implement such a measure, Horizon power recommends the amount be aligned with that of other jurisdictions.

**Question 14** – Should clause 7.6 be amended to include a requirement for the retailer or distributor to have prior knowledge that the customer has made a complaint to the retailer or distributor (as applicable) or the Energy Ombudsman?

The intent of Clause 7.6 is to ensure that a customer is not disconnected for any reason other than emergency or where the disconnection has been requested by the customer while there is an open complaint relating to the reason the customer is being disconnected. Given that retailers and distributors will instigate disconnection for their purposes from time to time, and given that in most circumstances the retailer and the distributor will be unaware of the actions the other is taking, it seems unreasonable for the either party to be accountable for the wrongful disconnection of a customer under the other party's actions.

Horizon Power suggests clause 7.6 read as follows:

- a) "A retailer must not arrange for disconnection of a customer's supply address whilst an open complaint is in place with the retailer or the Electricity Ombudsman in relation to the reasons for the disconnection action", and
- b) "A distributor must not arrange for disconnection of or disconnect a customer's supply address whilst an open complaint is in place with the distributor or the Electricity Ombudsman in relation to the reasons for the disconnection action".

These sub-clauses will place the accountability for ensuring a customer is not wrongfully disconnected in these circumstances on the appropriate party.

**Question 15** – Should customers be able to 'opt out' of having to provide the confirmation under clause 7.7(3)(d)?

**Clause 7.7(3)(d)**

- (3) Where a distributor has been informed by a retailer under subclause (1)(c) or by a relevant government agency that a person residing at a customer's supply address requires life support equipment, or of a change of details notified to the retailer under subclause (2), the distributor must –

[...]

- (d) prior to any planned interruption, provide at least 3 business days written notice to the customer's supply address (the 3 days to be counted from the date of receipt of the notice), and use best endeavours to obtain verbal or written acknowledgement from the customer or someone residing at the supply address that the notice has been received.

Whilst an 'opt out' mechanism could be included in the Code this might result in additional cost for the Distributor ensuring such a framework is in place and effective and, given a periodic need to confirm the 'opt out' status, the customer might be contacted more often than might have occurred under the current Code provisions.

**Question 16** – Are there any PPM requirements that should be amended in the Code?

Clause 9.2(1) requires the retailer to obtain "verifiable consent". This requirement is onerous and costly as described in the ultimate paragraph in the preamble to Question 2, (6.6 Entering into Contracts (in respect of definition of verifiable consent), of the Draft Review Report. Horizon Power requests that consideration be given to allowing "verifiable consent" to include the customer's completion of a Department of Housing "power fax", (or other document), that confirms the customer has moved into a premise.

Clause 9.3 (1)(a) & (b) appear to achieve the same outcome given the prepayment meter tariff is identical to all other tariffs for similar supply addresses. Clause 9.3 (1) (b) should be deleted.

Given the changes proposed in the Draft Review Report Recommendation 1 will likely mean fees for reversion are uncollectable, and because such fees or charges are covered in Clause 9.3(1)(a), Clause 9.3(1)(c) should be deleted.

The Code is also silent on the retailer's ability to recover the cost of reverting a meter from a credit meter to a prepayment meter, and the retailers obligations under such a request.

Clause 9.3(2) requires the retailer to provide the required information "at the time" a residential customer enters into a prepayment meter contract. This requirement is workable in a Town Reserve Regularisation Project (TRRP), and an Aboriginal Remote Community Power Supply Project (ARCPSP) but is not workable for all customers who move in to community housing after the project is completed. Horizon Power requests changes be made to this clause to enable delivery of the information to a customer within 10 working days.

Clause 9.3(3)(e) requires the recharge operator's details be placed adjacent to the meter. Given the practice of Horizon Power is to obtain a number (and at least two) recharge operators in each community or town, and that from time to time the recharge operators change, this requirement should be removed from 9.3(3). Horizon Power recommends it be added to Clause 9.3(2) for initial projects, and that the retailer also be required to advise all customers in writing when a recharge operator changes.

For the purpose of clarity Horizon proposes clause 9.6(a) be reworded as follows:

Pre-payment meter customers will have access to emergency credit of \$20 at any time. Once the emergency credit is used, the pre-payment meter service will be de-energised.

**Recommendation 42** – Delete clause 9.11.

**Clause 9.11.**

Where a *customer* owes a debt to a *retailer*, the *retailer* may only adjust the tariff payable by a *pre-payment meter customer* to recover any amount owing at a maximum

of \$10 on the first day and then at a rate of no more than \$2 per day thereafter, unless otherwise authorised by an applicable law.

Should recommendation 42 be approved, the wording of clause 9.7(d) will need to be varied to "does not exceed 20 dollars".

**Question 17** – Should the reporting indicators of Part 13 [record-keeping and reporting requirements for retailers and distributors] be removed from the Code?

Horizon Power supports all reporting requirements to be incorporated into the Reporting Manual and being removed from the requirements of the Code.

Thank you for your consideration of our submission. Should you have any questions about it, please do not hesitate to contact Horizon Power's Policy Manager, Brenna Pavey, on 08 6310 1865 or at [brenna.pavey@horizonpower.com.au](mailto:brenna.pavey@horizonpower.com.au).

Yours sincerely,

**DAVID TOVEY**  
**COMPANY SECRETARY**  
**GENERAL MANAGER, CORPORATE AFFAIRS**

## **Attachment 10 – Submission: Public Utilities Office**

Confidential



## **Attachment 11 – Submission: Rio Tinto**

## Submission to Electricity Code Consultative Committee

**2013 Review of the *Code of Conduct for the Supply of Electricity to Small Use Customers***Company Name: Rio Tinto (*Hamersley Iron Pty Ltd & Robe River Mining Company Pty Ltd*)

Date: 31 October 2013

Contact person: Tegan Campbell, Hayley Alderton

Email: [Tegan.Campbell@riotinto.com](mailto:Tegan.Campbell@riotinto.com); [Hayley.Alderton@riotinto.com](mailto:Hayley.Alderton@riotinto.com)

Review reference		Comment
4, 5, 6		No comment.
7.1	<b>Question 3</b>	No – we request that no benchmarking requirements are added to the Code. We inform customers on how to reduce electricity consumption on our website and in our <i>Financial Hardship &amp; Payment Difficulties policy</i> . Our customers are based in the Pilbara region, which has a hot climate and many households have pools. This increases electricity consumption for these households and will reduce the effectiveness of benchmarking.
7.2	Question 4	<i>No comment.</i>
7.3	Recommendation 20	<i>No comment.</i>
7.4	Question 5	<i>No comment.</i>
7.5.1	<b>Recommendation 21</b>	Disagree. We do not want a prescribed time limit regarding the refund of credit after a final bill.
7.5.2	Recommendation 22	<i>No comment.</i>
7.5.3	Recommendation 23	<i>No comment.</i>
7.6	<b>Recommendation 24</b>	<p>Current wording of 4.19(4):</p> <p>If a <b>retailer</b> does not receive instructions under subclause (2), within 20 <b>business days</b> of making the request, the <b>retailer</b> must use reasonable endeavours to credit the amount of the <b>adjustment</b> to the <b>customer's</b> account.</p> <p>It is proposed by the Electricity Code Consultative Committee that this 20 day timeline is changed to 5 days. We recommend deleting the highlighted comma as it could be interpreted as requiring the credit adjustment within 5 working days. There is no comma in the similar requirement in 4.18.</p>
8.1	Recommendation 25	<i>No comment.</i>
8.1	Recommendation 26	<i>No comment.</i>
8.2	Recommendation 27	<i>No comment.</i>

8.3	Recommendation 28	<i>No comment.</i>
8.4	<b>Recommendation 29</b>	Agreed.
9.1	<b>Question 6</b>	A – No. Our position is that it is preferable for mandated requirements to be included in the Code rather than the Guidelines. B – <i>No comment.</i>
9.2	Recommendation 30	<i>No comment.</i>
9.3	<b>Question 7</b>	Yes – however it should be up to retailer’s discretion as to whether they rely on an external assessment of financial hardship.
9.4	<b>Recommendation 31</b>	Disagree. Rio Tinto has a small customer base and this report will not generate enough data to warrant its publication.
9.5	Recommendation 22	<i>No comment.</i>
9.6.1	<b>Question 8</b>	A. Yes B. Retained in the Code. Our position is that it is preferable for mandated requirements to be included in the Code rather than the Guidelines. C. <i>No comment.</i>
9.6.1	<b>Question 9</b>	A. Yes. B. Yes.
9.6.2	<b>Question 10</b>	No - Our position is that it is preferable for mandated requirements to be included in the Code rather than the Guidelines. The Guidelines should ideally offer assistance or examples to retailers in developing their policies, rather than further obligations.
9.6.3	<b>Question 11</b>	No, it should be clarified that a breach of the Code can only occur by non-compliance with the Code itself. Our position is that it is preferable for mandated requirements to be included in the Code rather than the Guidelines.
9.6.4	<b>Question 12</b>	Yes.
9.6.5	Recommendation 33	<i>No comment.</i>
10.1	<b>Question 13</b>	A. Yes. B. We recommend that the Economic Regulatory Authority consults community groups and financial counsellors (similar to the recommendations in the ERA’s “Financial Hardship Policy guideline”) to determine an appropriate value.
10.2	<b>Recommendation 34</b>	Agree. The local call charge should exclude calls made by customers on their mobiles.
10.3	<b>Question 14</b>	Yes, both the retailer and distributor must have knowledge of the complaint to ensure this clause is fair and effective.
10.5	Recommendation 36	<i>No comment.</i>

10.5.1	<b>Recommendation 37</b>	Agree. Customers should have electronic means available. This will ensure this obligation is reasonable and reflects the realities of customer services communications.
10.5.2	<b>Question 15</b>	No, customers should not be able to opt out of notices. This presents too many risks and consequences for distributors and hinders a distributor's ability to ensure their actions are not going to endanger a consumer's safety.
10.5.3	Recommendation 38	<i>No comment.</i>
11.1	Question 16	<i>No comment.</i>
11.2	Recommendation 39	<i>No comment.</i>
11.3	Recommendation 40	<i>No comment.</i>
11.4	Recommendation 41	<i>No comment.</i>
11.5	Recommendation 42	<i>No comment.</i>
11.6	Recommendation 43	<i>No comment.</i>
12.1	Recommendation 44	<i>No comment.</i>
13.1	Question 17	<i>No comment.</i>
13.2	Recommendation 45	<i>No comment.</i>
13.3	<b>Recommendation 46</b>	Agreed.
13.3	<b>Recommendation 47</b>	Agreed.
13.3	<b>Recommendation 48</b>	Agreed.
13.3	<b>Recommendation 49</b>	Agreed.
13.4	Recommendation 50	<i>No comment.</i>
13.5	Recommendation 51	<i>No comment.</i>
13.6	Recommendation 52	<i>No comment.</i>
13.7	Recommendation 53	<i>No comment.</i>
14.1	Recommendation 54	<i>No comment.</i>
14.2	Recommendation 55	<i>No comment.</i>

## **Attachment 12 – Submission: Synergy**



**SUBMISSION TO THE**

**ELECTRICITY CODE CONSULTATIVE COMMITTEE (ECCC)**

**REGARDING THE ECCC'S DRAFT REVIEW REPORT**

**1 November 2013**

## 1. Background

The ECCC released its preliminary views on various matters in response to its 2013 statutory review of the Code of Conduct in October 2013. The Electricity Industry Act 2004 (**Act**) requires the ECCC undertake a review of the Code of Conduct for the Supply of Electricity to Small Use Customers 2012 (**Code**) every 2 years and provide a report to the Economic Regulation Authority (**Authority**).

The Act states “The object of the review is to reassess the suitability of the provisions of the Code of Conduct for the purposes of section 79(2).” Section 79(2) relates to the Code of Conduct objective, which is to:

“...regulate and control the conduct of electricity retail, distribution and integrated regional licensees and electricity marketing agents with the object of defining standards of conduct in the supply and marketing of electricity to customers, providing for compensation payments to be made to customers when standards of conduct are not met and protecting customers from undesirable marketing conduct.”

The ECCC has invited interested parties to make written submissions on its recommendations, questions and any other matters relevant to the Code.

Synergy is Western Australia’s largest energy retailer, procuring and selling electricity and gas to customers throughout the South West Interconnected System (**SWIS**), stretching from Kalbarri in the north, to Kalgoorlie in the east and Albany in the south.

Synergy’s key activities in 2012/13 included energy procurement with an energy portfolio in excess of \$25 billion, marketing and sales of electricity and gas and provision of customer service (billing, payment processing and energy efficiency awareness and education) of Synergy’s residential and business customers. At financial year end, Synergy had almost 1 million small use customer accounts, received over 1.2 million telephone calls, processed about 5.8 million electricity bills and received \$3.1 billion in energy sales.

Synergy is pleased to provide this submission to the ECCC to assist it to further consider its preliminary recommendations and matters requiring consideration.

**SIMON THACKRAY**  
**MANAGER RETAIL REGULATORY AND COMPLIANCE**

## **1. Matters for consideration**

### **Question 1: Should any changes (other than that set out in Recommendation 8) be made to the Code in light of the NECF?**

Synergy considers it premature to adopt all or part of the NECF (other than recommendation 8) in Western Australia on the basis:

- The NECF has not been implemented by all NEM jurisdictions. Therefore, we do not have the experience of all NEM states in deploying the arrangements.
- No independent Western Australian review has occurred which neither provides evidence of the need to adopt the arrangements in this state nor demonstrates that benefits of adopting the NECF will outweigh the costs of doing so.
- The state government has not made a policy decision to implement all or part of the framework in Western Australia.

### **Question 2: If Recommendation 12 is not accepted by the Authority, should an amendment be made to the Code to address the issue of obtaining verifiable consent?**

Synergy supports recommendation 12. However, in the event the Authority does not accept the recommendation Synergy considers the Code should be amended to address the problem of obtaining verifiable consent from certain customer classes.

### **Question 3: Taking into account any costs and benefits, should any benchmarking requirements be added to the Code? If so, what form should they take?**

No. Retailers should have the discretion and flexibility to deliver information services that best meet their customer's needs. Further, energy benchmarking is not solely the remit of retailers. Other parties such as state governments, regulators and energy solution providers have the ability to provide such information to meet energy consumer needs.

Western Australian electricity customers currently can access benchmarking via the switch the future website ([www.switchthefuture.com.au](http://www.switchthefuture.com.au)). The Switch the Future energy saving campaign is a joint effort between the State Government and the Future Energy Alliance ("FEA") consisting of Western Power, Synergy and Horizon Power. This alliance has been working together since 2010 with the common objective to encourage Western Australians to better manage their electricity use. The comparison tool on the FEA is an intelligent model requiring details of the number of occupants, property size, appliances used before the delivery of a bespoke comparison within the suburb and a personalised energy plan providing advice and suggestions to reduce energy consumption. The process takes less than 5 minutes.



The risk for requiring benchmarking on each individual customer's bill is that retailers would either need to start pro-actively collecting such information from its customers regularly to provide a meaningful comparison or alternatively provide a general average with a high probability of being out of sync with the individual customer's consumption habits at best, and misleading at worst.

If bill benchmarking was mandated using a customer's bill to display the benchmark Synergy's preliminary estimate of the cost of designing this capability would be in excess of \$1M depending on the level of granularity required for benchmarking purposes. Costs would include system design, testing, data capture and warehousing, responding to customer queries etc.

Further, Synergy considers using the bill to communicate this information would be largely ineffective as based on its experience customers generally perceive receipt of a bill to be a negative experience and largely focus on the due date and payment amount in isolation. Given there are currently 44 legislative requirements on a customer's bill, currently limited space and the fact that Synergy issues approximately 5.5-6.0 million bills be annum, bill benchmarking could also significantly increase its printing and distribution costs.

Given a bill benchmarking service is currently available to customers at no cost there is no need to legislate the requirement.

#### **Question 4: Are there any bill content requirements that should be removed from the Code?**

Yes. Clause 4.5(1) of the Code of Conduct currently prescribes 39 different matters that must be included on a customer's bill, where applicable. Clause 4.8(2) prescribes a further 5 matters and clause 10.11(2)(b) specifies an additional bill requirement bringing the total of mandated bill content information to 44 items. The heavy regulation of the bill and its inclusions can negatively impact customers by creating usability issues or information overload that dilutes key messaging such hardship assistance. Accordingly, Synergy recommends the following:

##### **Modifications**

- Rather than just specifying that unmetered supply (**UMS**) metrology procedures must be specified on the bill (clause 4.5(1)(b)), the bill should also permit a retailer to include a source where the customer can obtain the UMS billing calculation methodology.
- Clause 4.5(1)(h) should refer to the "applicable tariffs" and not "relevant tariffs".
- Rather the specifying the payment methods (clause 4.5(1)(r)) must be included on the bill, the bill should also permit a retailer to include a source where the customer can obtain payment method information.

## Relocation

- Consumption or amount due chart (clause 4.5(1)(dd)) should be moved to Part 10 with a retailer having the obligation to provide the data to customers on request. In addition the obligation should not exist in relation to a collective account which involves many accounts under a single contract. These accounts can have different billing periods e.g. monthly and bi-monthly bills and accordingly a single collective chart cannot be produced.
- Notification that the customer may request a meter reading verification and a meter reading if they receive an estimated bill (clause 4.8(2)(c)) should be moved to Part 10 with a retailer having the obligation to provide the information to a customer on request. (This is in recognition that estimated bills are now no longer permitted to go beyond 12 months.)

## Deletions

- number of days covered by the bill (clause 4.5(1)(f)) on the basis this matter can be calculated from existing information on the bill.
- the dates on which the account period begins and ends (clause 4.5(1)(g)) on the basis the Code requires the supply period to be displayed on the bill.
- average daily cost of consumption (clause 4.5(1)(m)) on the basis this matter can be calculated from existing information on the bill.
- average daily consumption (clause 4.5(1)(n)) on the basis this matter can be calculated from existing information on the bill.

Synergy has commissioned independent consumer research in relation to customer requirements for billing information. At the time of concluding this submission the research brief was still underway. Synergy would be pleased to share the outcome of that research with the ECCC as part of its consideration of Synergy's response to question 4.

### **Question 5: Should there be an obligation, comparable to clause 4.6(2)(a), on a distributor to provide information to customers on how read a meter?**

Clause 4.6(1)(b) and 4.6(2) need to be reviewed. Current issues associated with the provisions are:

- Clause 4.6(1)(b) does not reflect a situation where a distributor requires a customer to undertake a meter reading.
- Clause 4.6(2) requires information to be provided by retailers to customers each and every time a self-read occurs. Some customers can read their meter up to five times a year.

- It is inappropriate for a retailer in isolation to have an obligation to provide information to a customer relating to reading of a network meter asset.
- The provision does not reflect current industry practice within the SWIS whereby the network operator proactively provides Synergy customers with self-read meter cards which details how a customer can read the meter at their supply address.

#### Question 6:

##### A. Should Part 6 of the Code be made less prescriptive?

##### B. If so, which particular clauses should be amended?

Yes. Part 6 of the Code of Conduct is very prescriptive. Synergy considers customers could be afforded greater assistance if the Code specified required deliverables by adopting a more outcome-based approach as follows:

- **Alternative payment arrangements.** Rather than the Code of Conduct prescribing in exhaustive detail the matters a retailer must take into account when assessing a customer's capacity to pay under an instalment plan, the Code should require a retailer to have effective arrangements in place to assess a customer's capacity to repay debt via instalments.
- **Information provision.** Rather than the Code of Conduct specifying the information that must be provided to customers experiencing financial hardship the Code of Conduct should specify the outcome that the information should provide. For example, information should be provided to customers to:
  - establish payment practices that avoid disconnection and encourage customers to contact retailers before electricity debt starts to become unmanageable;
  - encourage the use of alternative payment options and channels;
  - encourage customers to be aware of and make use of state government concessions and rebates and financial counsellor advice; and
  - assist customers to understand how their consumption affects their bill.

The benefit of this approach is that it encourages flexibility and innovation in the delivery of payment difficulty and financial hardship assistance and reduces the regulatory burden, so that retailers can focus more resources on the outcome opposed to the mechanisms currently specified under the Code of Conduct.

The extent to which the outcomes have been delivered would be measured and assessed through a combination of:

- stakeholder participation and input into a retailer's annual policy review;
- the Authority's annual hardship policy assessment;
- periodic independent licence performance audits;

- performance and compliance reporting to the Authority;
- customer complaints; and
- Energy Ombudsman determinations.

Another issue that needs to be addressed under the Code of Conduct is the criteria for payment difficulty assessment. In 2010/11 Synergy agreed to 412,601 requests for an extension in time to pay a bill.

If each of these customers advised they sought an extension of time due to payment problems, Synergy would have been obliged under the Code of Conduct to undertake a payment difficulty or financial hardship assessment and respond to each customer within 3 business days an outcome with an offer of a payment extension and an instalment plan which would have been simply unworkable. The Code of Conduct needs to be amended to permit a retailer to offer a customer who advises of payment problems an immediate payment extension in isolation where this meets the customer's needs. The customer should still have the right to request an instalment plan during the period of the payment extension.

Also please refer Synergy's response to question 8.

Synergy has commissioned independent consumer research in relation to outcome based hardship regulation. At the time of concluding this submission the research brief was still underway. Synergy would be pleased to share the outcome of that research with the ECCC as part of its consideration of Synergy's response to question 6.

#### **Question 7:**

**Should amendments be made to the Code to allow for a situation where a customer has been assessed by an independent financial counsellor or relevant consumer representative organisation before approaching the retailer?**

Yes. Synergy considers it desirable for the Code of Conduct to provide the discretion to a retailer to accept an independent financial counsellor's or relevant consumer representative organisation's assessment of a customer's financial situation as an alternative to a retailer undertaking the assessment themselves provided the necessary customer authorisations (for Privacy Law requirements) are provided with the assessment. Such flexibility will benefit customers experiencing payment difficulty and financial hardship.

#### **Question 8:**

**A. Should the policy content requirements only require matters to be included which are directly relevant to customers?**

Synergy's experience with its hardship policy is that customers are overwhelmed by the amount of information contained within the policy as a result of the Code's prescriptive requirements. Synergy considers it reasonable a retailer has an obligation to produce a hardship policy but it is inappropriate for a retailer to publish that policy given the amount of detail required by the Code. Rather there should be a retailer requirement to produce a public version of its policy in the form of a concise guide or summary (**hardship guide**).

In that regard, Synergy considers the Code should:

- (a) require a retailer to produce a hardship guide in addition to a hardship policy.
- (b) specify the objectives the hardship guide must deliver i.e:
  - increase customer awareness of financial hardship.
  - encourage customers to act quickly by contacting their retailer if experiencing financial hardship and advise customers of the ramifications of not doing so.
  - require retailers to treat customers experiencing financial hardship with sensitivity and respect.
  - inform financial hardship customers as to the assistance available to them.
  - advise customers where they can obtain further advice and information.
- (c) require a retailer to assess the effectiveness of its hardship guide against the Code objectives as part of the periodic review of its hardship policy.
- (d) require a retailer to make the guide publicly available as well as provide on request.

**B. If so, should the other content requirements be moved to the Financial Hardship Policy Guidelines, or should they be retained in the Code as a requirement on retailers to provide supporting information on the implementation of their hardship policy to the Authority?**

The model proposed by Synergy would not require the hardship policy requirements to be stand-alone Code obligations or included within the Authority's hardship guideline but largely retained in their present form other than for those matters dealt with by the hardship guide (refer question A above).

**C. Are there any other changes that should be made to hardship policy requirements?**

To accommodate the model recommended by Synergy (i.e. hardship guide and hardship policy approach), Synergy proposes the following Code changes:

- Delete reference to "guidelines" in clause 6.10(2)(d). The matters dealt with in subparagraphs (i)-(v) would now be addressed within the policy itself similar to paragraphs (a)-(d).
- Delete clause 6.10(3) and replace with a requirement for the hardship guide to be publicly available and provided to residential customers, financial counsellors and relevant consumer representative organisations on request and at no cost.
- Delete clause 6.10(4) on the basis the provisions are redundant given a retailer's obligation to periodically review its hardship policy and submit the results of that review to the Authority results in this information being provided to the Authority as part of the hardship policy review. For example, clause 6.10(2)(a) requires a retailer to develop its hardship policy in consultation with relevant consumer representative organisations. To

demonstrate compliance with this obligation a retailer must report the matter as part of its annual policy review submitted to the Authority irrespective of clause 6.10(4)(a) requirements.

- Clause 6.10(5) the legislative requirement to review a hardship policy should be extended to 2 years unless the Authority requests an annual review. This would also not preclude a retailer exercising its discretion to review its hardship policy more frequently.

#### **Question 9:**

##### **A. Should the Code specify that a copy of the policy must be provided (as opposed to details of the policy)?**

No. Based on Synergy's proposal the hardship guide would be publicly available and provided on request. The hardship policy would not be publicly available but would be reviewed by a retailer and the Authority in accordance with clause 6.10 with specific input by consumer groups as required by clause 6.10(2)(a).

##### **B. If so, should the Code specify that a copy of the policy is only required to be provided upon request?**

No. Based on Synergy's proposal the hardship guide would both be made available and provided upon request.

#### **Question 10: Should clause 6.10(7) be amended to require a retailer's review of its hardship policy to be consistent with the Guidelines?**

No. Synergy is not aware of any market failure by retailers failing to take into the Authority guidelines into account when reviewing its hardship policy. The current model achieves an appropriate balance of protecting customer interests and minimising regulatory burden and cost. Synergy's experience in dealing with the guidelines whereby the Authority publicly reports on the outcome of its hardship policy reviews including any divergence by a retailer from its guidelines provides sufficient incentive for a retailer to comply with those Guidelines without any need to legislate further on the matter.

#### **Question 11: Should clause 6.10(8) be amended to clarify the effect of non-compliance with the obligation to review hardship policies consistently with the Guidelines?**

No. Synergy is not aware of any market failure by retailers not taking the Authority's guidelines into account when reviewing its hardship policy. The current model achieves an appropriate balance of protecting customer interests and minimising regulatory burden and cost. Synergy's experience in dealing with the guidelines whereby the Authority publicly reports on the outcome of its hardship policy reviews including any divergence by a retailer from its guidelines provides sufficient incentive for a retailer to comply with those guidelines without the need to legislate in the manner articulated in question 11.

**Question 12: Should financial hardship policies be required to be approved instead of assessed?**

No. Synergy is not aware of any market failure by retailers that warrants the Authority's intervention in terms of having to approve a retailer's hardship policy. In the event the requirement is legislated, there will be significant cost involved to both retailers and the Authority in managing the hardship policy approval process with both sets of costs ultimately passed to customers. Synergy does not consider it to be in the interest of its customers to incur costs where there is no demonstrable evidence of market failure by not having hardship policies currently approved by a regulatory body nor should a decision be made in the absence of a cost benefit analysis which clearly details the benefits of the proposal will outweigh the costs.

**Question 13:**

**A. Should the Authority set a minimum amount for disconnection?**

No. A recurrent theme to Synergy's submission to the ECCC discussion paper is that best practice regulation requires evidence of market failure and a cost benefit analysis to be undertaken which determines the benefits of regulation outweigh the costs to customers before regulation is introduced.

Synergy does not support the proposal at the current time on the basis that:

- It is not aware of any situations within the SWIS where customers have in the past or are currently being disconnected for trivial or nominal amounts which warrants legislating a minimum disconnection amount.
- Publication of the minimum disconnection amount may give customers an incentive to maintain debt just below that amount, increase retailers' costs or risk of bad debt for example leaving premises without paying. If 10% of Synergy's small use customer base had an outstanding debt of \$300 at any point in time this would represent a debt level of approximately \$29M.
- There needs to be recognition of the extent to which small use customers are protected from disconnection under the Code and the efforts retailers make to contact customers before disconnection occurs. Customers who engage with their retailer during this process are supported, including protection from disconnection when on a hardship programme. Synergy currently offers payment extensions, administers concessions, offers instalment plans, promotes government programmes (such as HUGS) and access to financial counselling services.
- Synergy has received feedback from some customer representatives that disconnecting someone who will not engage is actually better for the customer than allowing a debt to spiral out of control, as the customer will then engage with the retailer providing the opportunity for the retailer to provide assistance.

- It is often overlooked but highly relevant to note a retailer incurs significant network costs when disconnecting and reconnecting customers<sup>1</sup> which is largely directly unrecoverable and is therefore borne by all taxpayers. Therefore, the decision to disconnect is not taken lightly and as a last resort action it is only pursued after all efforts to contact or communicate with a customer have failed.

**B. If so, what should the minimum amount be?**

Not applicable.

**Question 14: Should clause 7.6 be amended to include a requirement for the retailer or distributor to have prior knowledge that the customer has made a complaint to the retailer or distributor (as applicable) or the Energy Ombudsman?**

Yes. It is unreasonable for a licensee to incur a type 1 breach for an event it is unaware of.

**Question 15: Should customers be able to 'opt out' of having to provide the confirmation under clause 7.7(3)(d)?**

Synergy does not have a view on this matter.

**Question 16: Are there any PPM requirements that should be amended in the Code?**

Yes.

- An existing pre-payment meter installed prior to 1 July 2010 should be permanently grandfathered until such time it is retired by the network operator.
- Clauses 9.4(5) and (6) should be deleted and replaced with an obligation on a retailer to notify the customer of the no charge meter reversion period at the time the customer requests a pre-payment meter service. This notification approach is consistent with contractual cooling off periods contained within standard and non-standard contracts.
- Clause 9.6(a) should be deleted as the functionality currently cannot be complied with.

**Question 17: Should the reporting indicators of Part 13 be removed from the Code?**

No. Significant duplication of licensee performance reporting under the Code of Conduct and the Authority's retailer licence information requirements has resulted in retailers incurring unnecessary reporting costs and regulatory burden. Examples of this cost and burden are retailers having to compile and quality assure two sets of highly comparable data, record two sets of obligations and establish controls to demonstrate compliance, incur audit costs for two separate regulatory obligations and submit the two sets of data to the Authority on different dates.

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<sup>1</sup> Refer Western Power's approved Model Service Level Agreement for details of r-energise and de-energise costs (including travel costs).



Rather than removing the reporting requirements from the Code as per question 17, Synergy recommends the reporting requirements are removed from electricity retail licenses. This approach would ensure that any amendments to record keeping and reporting arrangements would form part of a transparent review where all relevant stakeholders are able to participate and form the view of the comprehensiveness, reasonableness and appropriateness of the indicators. This contrasts to the current process for amending the Authority's electricity performance reporting handbook which does not require feedback mechanisms, introducing a risk that performance reporting changes may be made without due consideration of the relevant costs, benefits and public review. Synergy advocates the ECCC bringing this matter to the attention of the Authority by way of separate advice as it has done on other matters in the past.

## 2. ECCC preliminary recommendations

### Recommendation 1: Delete clause 1.6(a).

Synergy supports the amendment.

### Recommendation 2: Amend clause 9.4(3) as set out in the ECCC report.

Synergy supports the amendment.

### Recommendation 3: Amend the definition of 'instalment plan' as set out in the ECCC report.

Synergy supports the amendment.

### Recommendation 4: Amend the reference to 'their' in clause 10.11(2)(a) to 'its'.

Synergy supports the amendment.

### Recommendation 5: Amend the definitions of 'billing/credit complaints' and 'other complaints' by inserting the words 'complaints related to' after the word 'includes'.

Synergy supports the amendment.

### Recommendation 6: Amend the definitions of 'marketing complaints' and 'transfer complaints' by inserting the words 'complaints related to' after the word 'includes'.

Synergy supports the amendment.

### Recommendation 7: Amend the definition of 'cooling-off period' in clause 1.5 to read as follows:

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

Synergy supports the amendment.

### Recommendation 8: Insert the following new clause into the Code:

#### "No canvassing or advertising signs

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

(a) canvassing is not permitted at the *premises*; or

(b) no advertising or similar material is to be left at the *premises* or in a letterbox or other receptacle at, or associated with, the *premises*."

Synergy has no comment on the proposal.

### Recommendation 9: Should the Authority develop a new webpage regarding the use of do-not knock stickers?

Synergy has no comment on the proposal.

**Recommendation 10:** Replace the reference to ‘the holder of a retail licence or an integrated regional licence’ with ‘a retailer’ in the definition of ‘electricity marketing agent’.

Synergy supports the amendment.

**Recommendation 11:** Amend the note at the beginning of Part 2 to include the full titles of legislation and to change the reference from Australian Consumer Law (WA) to the Fair Trading Act 2010 (WA).

Synergy supports the amendment.

**Recommendation 12:** Amend clauses 2.2, 2.3 and 2.4 to rationalise the requirements for standard form contracts and non-standard contracts to create:

- a new clause 2.2 (entering into a standard form contract), which includes all the requirements for entering into a standard form contract; and
- a new clause 2.3 (entering into a non-standard contract), includes all the requirements for entering into a non-standard contract.

Synergy supports the amendments.

**Recommendation 13:** If Recommendation 12 is not accepted by the Authority, amend the reference to ‘nonstandard form contract’ to ‘non-standard contract’.

Synergy supports recommendation 12.

**Recommendation 14:** If Recommendation 12 is accepted by the Authority, delete clause 2.5(2) from the Code.

Synergy supports the amendment.

**Recommendation 15:** Delete clause 2.6(2)(a) from the Code.

Synergy supports the amendment.

**Recommendation 16:** Delete clauses 2.6(3) and (4) from the Code.

Synergy supports the amendment.

**Recommendation 17:** Amend clause 2.9(2) to become a stand-alone clause to clarify the general nature of the record-keeping obligation.

Synergy supports the amendment.

**Recommendation 18:** Replace references to ‘retailers’ and references to ‘electricity marketing agents’ with ‘retailers and electricity marketing agents’ as appropriate throughout the Code.

Synergy supports the amendment.

**Recommendation 19:** Delete all instances of ‘other party’ from the Code.

Synergy supports the amendment.

**Recommendation 20:** Amend clause 4.5(1)(m) as follows:

“the average daily cost of ~~electricity~~ **consumption** including charges ancillary to the consumption of electricity”

Subject to Synergy’s response on question 4 Synergy supports the amendment.

**Recommendation 21:** Introduce a 12 business day time limit regarding the refund of credit after a final bill.

Synergy supports the amendment.

**Recommendation 22:** Amend clause 4.14(2) to allow a retailer to transfer a credit to another account if requested by a customer.

Synergy supports the amendment.

**Recommendation 23:** Include off-set provisions within clauses 4.14, 4.18 and 4.19.

Synergy supports the amendments but proposes one change to the three provisions. Rather than being solely reliant on “written notice” to the customer Synergy proposes the clause require a retailer to “notify” or “inform” the customer”. This would permit a retailer to provide the required notification to the customer at the time the customer calls to close their account or a retailer calls the customer to advise them of an overcharge as well as the option of notifying the customer in writing.

**Recommendation 24:** Amend the ‘20 business days’ in clauses 4.18(4) and 4.19(4) to ‘5 business days’.

Synergy supports the amendment.

**Recommendation 25:** Amend clause 5.3 as the ECCC’s recommendation.

Synergy supports this recommendation but proposes an amendment within the direct debit definition. Synergy recommends the word “Arrangement” be replaced with Direct Debit

“Facility” as this is a more accurate description. The word “arrangement” is directly linked to instalment plan and payment extension assistance measures whereas direct debit is payment facility offered by retailers.

**Recommendation 26: Insert a definition for ‘direct debit arrangement’ in the Code.**

Synergy supports this recommendation, however consistent with our response to recommendation 25 propose “arrangement” be replaced with “facility”.

**Recommendation 27: Amend clause 5.6(3).**

Synergy supports the amendment.

**Recommendation 28: Amend clause 5.7(1)(d) by changing ‘3 business days’ to ‘5 days’.**

**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 –

(d) the date the *customer* vacated the *supply address*, if the *customer* gave at least 5 days notice; or

(e) 5 days after the *customer* gave notice, in any other case.

Synergy has no comment on the proposal other than noting Western Power may not be able to meet the final metering reading requirement associated with the change.

**Recommendation 29: Delete clause 5.8(1) from the Code.**

Synergy supports the amendment.

**Recommendation 30: Amend the Code as above in relation to financial hardship assessments.**

Synergy supports the recommendation.

**Recommendation 31: Amend the Code to require retailers to keep a record of, and report on, the number of customers who have been assessed and found to be experiencing financial hardship, payment difficulties or neither (and the basis upon which these decisions were made).**

The ECCC has recommended the Code should be amended to require retailers to keep a record of and report on the number of customers who were assessed under clause 6.1 (payment difficulty and financial hardship) and the outcome of those assessments:

Although the ECCC report indicates the information would be useful to possess the ECCC did not specify why the information is being sought and for what purpose it will be used.

Without a stated objective it is not possible to determine whether the requirement is in the public interest or not.

Synergy assumes the data is sought to enable the Authority (and others) to determine whether retailer payment difficulty and hardship programs are effective, compliant or both.

Synergy is concerned that in the absence of any context the data could be open to a variety of interpretation. For example, in the reporting of data some customers may not exhibit payment difficulties, participate in hardship programs or self-identify as experiencing hardship, but they may nonetheless be experiencing hardship in other basic living needs such as accommodation or transport.

Notwithstanding the intent of the data requirement is unclear, Synergy is concerned over the cost to customers of retailers having to obtain and provide the data to the Authority:

- Synergy estimates the capital cost to design, build, test and operate a system to capture the data for a customer base involving 1 million small use customers will be approximately \$100,000. For example, the design of such reporting capability would be advanced, particularly in relation to, but not limited to, the basis upon which each decision was made. This will require manual reporting capability.
- The requirement for Synergy customer service representatives to compile payment difficulty and financial hardship assessment data will require dedicated standard operating procedures, staff training and education and performance monitoring to be established and maintained.
- The requirement for Synergy customer service and credit management staff to record payment difficulty and financial hardship data for regulatory reporting purposes will divert staff or limit their time to respond to payment difficulty or financial hardship customers or consumer representatives acting on their behalf.
- Compliance systems will be required to ensure the data is recorded and retrieved in accordance with regulatory requirements. In addition retailers will incur performance audit costs as regulatory controls will be required to be independently tested and audited.

If implemented the performance reporting establishment and operating costs will need to be recovered through increases to retail tariffs thus placing more pressure on disadvantaged customers or passed onto taxpayers in the form of higher community service obligation (CSO) payments, or both. It will also divert scarce expertise from dealing with disadvantaged customers to regulatory reporting. This outcome is not in the best interests of customers and is not supported by Synergy.

**Recommendation 32: Amend clause 6.8(e) to reflect the fact that free energy efficiency audits are no longer available as the HEP has been closed.**

Synergy supports the amendment.

**Recommendation 33: Amend clause 6.10 to specify that information regarding TTY and multi-lingual services are to be included in a financial hardship policy.**

Synergy supports the amendment.

**Recommendation 34: Amend clause 7.5(a) to specify that the requirement does not apply to calls from mobile phones.**

Synergy supports the amendment.

**Recommendation 35: Amend the word ‘and’ at the end of subclause 7.6(e) to ‘or’ and add the word ‘or’ to the end of subclauses 7.6(c) and (d).**

Synergy supports the amendment.

**Recommendation 36: Insert the words “by no later than” at the commencement of clause 7.7(1)(c)(ii) and 7.7(2)(b)(ii).**

Synergy supports the amendment.

**Recommendation 37: Amend the Code to allow customers to be able to provide the acknowledgement required under clause 7.7(3)(d) by electronic means such as text and email.**

Synergy has no comment on the proposal.

**Recommendation 38: Insert the words “or someone residing at the supply address” into clause 7.7(4).**

Synergy has no comment on the proposal.

**Recommendation 39: Amend clause 9.5 as suggested by legal counsel.**

Synergy supports the amendment.

**Recommendation 40: Amend the timeframes in subclauses 9.5(3)(b) from 5 and 6 business days to 9 and 10 business days respectively.**

Synergy supports the amendment.

**Recommendation 41: Delete clause 9.6(c)(ii) .**

Synergy supports the amendment.

**Recommendation 42: Delete clause 9.11.**

Synergy supports the amendment.

**Recommendation 43: Amend the reference to clauses '9.7(1)(a) and 9.12' in clause 9.13(2) to clauses '9.6(a) and 9.11'.**

Synergy supports the amendment.

**Recommendation 44: Amend clause 12.1(2)(c) to include complaints about electricity marketing agents.**

Synergy supports the amendment.

**Recommendation 45: Change reporting requirements to capture the number of events as opposed to the number of accounts.**

Retailers have built a substantial level of technical capability within their customer management systems in order to comply with the existing record keeping and reporting requirements which relate to the number of customer accounts. Synergy spent in excess of \$250,000 in 2012/13 to substantially automate its performance reporting capability to comply with the Code's and the Authority's performance reporting handbook requirements.

Therefore, Synergy does not support the recommendation to change the requirements to require reporting of events in situations where this would necessitate substantial investment to build new capability as it would provide no discernible benefit to customers by doing so. It is also unlikely that any system changes would be achieved by 1 July 2014 as it would need to be identified if the current billing systems were capable of this change and would most likely divert resources for approximately no less than 12 months, but potentially a longer period depending of which indicators are to change.

**Recommendation 46: Insert a definition of 'resolved' as follows:**

'Resolved' means the decision or determination made by the licensee with respect to the complaint, where the licensee, having regard to the nature and particular circumstances of the complaint, has used all reasonable steps to ensure the best possible approach to addressing the complaint.

Synergy supports the amendment.

**Recommendation 47: Replace references to 'concluded' with 'resolved'.**

Synergy supports the amendment.



**Recommendation 48: Amend clauses 5.6 and 7.6 to allow for the situation where a complaint has been made to the Ombudsman or external dispute resolution body.**

Synergy supports this recommendation in principle, however notes that retailers can only take action to prevent charging of late payment fees and/or disconnection starting from the point they are notified by the electricity ombudsman or external dispute resolution body that a complaint has been made to that external body. Any amendments must therefore recognise that the exclusion can only occur if the retailer has been notified of the complaint.

**Recommendation 49: Delete the reference to ‘query’ in clauses 14.3 and 14.4.**

Synergy supports the amendment.

**Recommendation 50: Amend clause 13.2(a)(i) as specified above in order to clarify the reporting requirements.**

Synergy supports the amendment.

**Recommendation 51: Amend the reference to ‘Part 6’ in clause 13.2(a)(iv) to ‘clause 4.1(a)(ii)’.**

Synergy supports the amendment.

**Recommendation 52: Amend clause 13.2(b)(vi) to refer to subclause 13.2(b)(v) instead of clauses 7.1 and 7.3.**

Synergy supports the amendment.

**Recommendation 53: Insert the words ‘who were pre-payment meter customers’ after the term ‘customers’ in clauses 13.7(1)(f), (g) and (h).**

Synergy supports the amendment.

**Recommendation 54: Create a new subclause 12.1(4).**

Synergy supports the amendment.

**Recommendation 55: Delete subclauses 14.3(1) and 14.4(1) and amend 14.3(2) and 14.4(2) as suggested by legal counsel.**

Synergy supports the amendment.

### 3. Other matters

#### Recovery of undercharges.

Clause 4.17 of the Code of Conduct currently outlines a number of process steps that must be undertaken when a retailer is seeking to recover any amounts undercharged due to an error, defect or default for which the retailer or distributor is responsible.

Synergy considers the requirement in clause 4.17(2) (c) is quite prescriptive and suggests that while it is entirely appropriate that a customer be provided with information should undercharging have occurred and it is proposed to be recovered, a special bill, in addition to the regular bill issued in accordance with the timeframes in clause 4.1 can be a confusing customer experience, despite efforts to provide an explanation that this bill also requires payment.

To include the undercharged amount in the customer's next regular bill, can cause delays in notifying customers and also, while an explanation can be included, the ability to provide detailed information is limited if attempting to align the explanation with the separate item.

Synergy recommends the requirement to provide information to the customer regarding the undercharging and provide the customer with a payable bill remain, however it is reasonable that retailers are able to determine the optimal method and channels to achieve these outcomes according to individual customer's needs, such as telephoning or emailing customers (potentially even prior to the issuing of the bill, or using the bill if suitable) if they prefer contact by this method. Therefore, Synergy advocates amending clause 4.17(2)(c) to require a retailer to notify the customer of the undercharge but provide the discretion to the retailer how this notification occurs.

#### Life support

Clause 7.7(1)(c) of the Code requires a retailer to notify the network operator, amongst other matters, of the life support equipment type. Synergy understands Western Power treats all registered life support equipment customers as a priority irrespective of the actual life support equipment type. Accordingly, the ECCC may wish to reconsider the appropriateness for a retailer to provide the network operator with this information on an on-going basis.

## **Attachment 13 – Submission: Western Australian Council of Social Service (WACOSS)**

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Dear Mr Kelly

**Re: Review of the Code of Conduct for Supply of Electricity to Small Use Customers**

The Western Australian Council of Social Service thanks the Economic Regulation Authority for the opportunity to participate in the 2013 Review of the Code of Conduct for Supply of Electricity to Small Use Customers and to comment on the amendments proposed by the ERA.

The Council values the opportunity to advocate on behalf of Western Australian consumers, particularly those experiencing financial hardship, that is offered by its participation in the Electricity Code Consultative Committee (ECCC).

The Council would like to indicate our support for the recommendations, comments and suggestions put forward in the ECCC draft review report and will follow with interest any further public submissions in response.

The Council would like to once again thank the Authority for the opportunity to provide feedback and be engaged in the consultative process for the Electricity Code of Conduct 2013 review.

Should you have any queries in relation to this or any other matter, please do not hesitate to contact Chris Twomey, Director of Social Policy on (08) 9420 7222 or [chris@wacoss.org.au](mailto:chris@wacoss.org.au).

Yours Sincerely

Irina Cattalini  
Chief Executive Officer  
WACOSS

## **Comments of the ECCC Draft Review Report**

### **Consumer advocacy and research within Western Australia**

The Council notes the implications of the loss of capacity for consumer advocacy and research within Western Australia for regulatory processes and community consultation mechanisms concerning the State's electricity, gas and water markets. With funding for the Council's Consumer Essentials Program ceasing in June 2013, Western Australia is the only state without funding for independent consumer advocacy. The program provided research, advocacy and training services since 2005.

Consumer advocacy within the National Energy Market (of which WA is not part) is provided by a small market levy. In the absence of either funded consumer advocacy or an open and competitive market in Western Australia, consumers may end up paying more for their energy than they need to and disadvantaged households experiencing financial hardship may not receive sufficient protection and support. Effective consumer advocacy in the efficient pricing of electricity production, retail and distribution has the potential to save the Western Australian community millions of dollars.

### **National Energy Customer Framework (NECF)**

The Council believes that it is important for the ERA and the ECCC to maintain a watching brief on developments with the NECF, to note and compare changes within the NECF to consumer protection under the Electricity Code, and to seek to align the Code with the NECF where it is likely to be of benefit to WA consumers and practicable.

Given that the NECF has now been implemented within a number of States within the National Electricity Market, we should be looking to ensure greater consistency where possible.

The Council supports recommendations 8 & 9 concerning canvassing and advertising, and would like to see a website developed to support a 'do not knock' campaign consistent with the recommendations of the GMCCC. While we acknowledge that WA has not experienced the kind of issues with door-to-door sales in energy marketing as a consequence of the lack of competition within our electricity market, there remains an expectation that our markets will be opened up to greater competition within the medium term. Concerns have been raised with the manner in which mobile phone contracts are marketed to vulnerable consumers for example, and it would be useful to have a clear and consistent approach to consumer protection across all essential services markets in WA.

### **Billing and benchmarking**

The Council supports in principle the idea of providing customers with access to appropriate benchmarking information to assist them to make informed decisions about their energy consumption, and await with interest the assessment of benchmarking measures within the NECF. We support an evidence-based approach to determining what kind of benchmarking information is most useful to consumers, the form in which that information is presented, and the channel of communication that is used. There is an opportunity for WA to observe and learn from benchmarking activity within the NECF as a basis for making an informed decision about how to approach the issue in WA.

The Council notes the report of the National Energy Affordability Roundtable to the Standing Council on Energy and Resources (SCER) in May 2013, raising concern with the amount of information that retailers are required to include on a customer's bill and requesting that the SCER undertake a review. The Council notes that the roundtable report provides little detail about either which specific items or types of bill information might be unnecessary, redundant or better presented by other means, nor does it develop principles for determining how such questions might be considered and evaluated.

The Council has recently commenced a short-term research project with Synergy to review consumer research on energy consumer information and behaviour, to provide advice on key principles to consider in reviewing how information is presented to electricity consumers, to discuss the risks and benefits to outcome-based approaches to consumer protection and hardship policy, and how we might better support continuous improvement in consumer protection. This work is currently ongoing, but our preliminary analysis enables us to draw the ERA's attention to a few key questions.

In relation to how the ECCC might consider responding to the roundtable report to SCER, we note that the key factors to consider are:

- The minimum essential information customers require on an energy bill;
- Which information is most helpful to customers who are experiencing financial hardship and concerned about their energy consumption; and
- How the format in which information is provided contributes to customer outcomes.

Given the speed in which technology is changing and the number of different ways customers are communicated to we suggest that the committee might also give consideration to how other forms of information provision can be used to complement the information provided on the bill, and the extent to which providing information by other means may be more or less effective.

Our primary concern in regulation under the electricity code in relation to information provided to customers (particularly those at risk of or experiencing payment difficulties or financial hardship) is to ensure that they are well informed about their circumstances and their rights, have the information they need at their fingertips to make informed decisions about how to manage their finances and their electricity use, and know what support and assistance is available and how to access it.

The challenge we face in seeking to regulate the provision of information within the code is the extent to which we need to specify both what information is provided and the way in which it is provided, how we balance this against the cost of providing that innovation, and how we encourage ongoing improvements in customer management and hardship outcomes.

Decisions about these matters need to be based on market research evidence and consultations with consumers and consumer advocates. Clear consideration needs to be given to the fact that both the information needs of customers experiencing financial stress and their ability to comprehend complex information presented on bills or by other means is likely to differ markedly from the needs and interests of other consumers.

The Council notes that existing protections for consumers experiencing payment difficulties and financial hardship under the electricity consumer code have had and continue to have a positive impact on both the energy retailers and residential electricity customers. While Western Australia has seen housing and utility costs substantially increase in recent years, the amount of disconnections have remained largely static. In these circumstances, without proper safeguards in place and significant commitment from retailers to improve hardship outcomes we might have expected more customers might to have been disconnected. It is reassuring to see that over time the combination of regulation under the code and genuine engagement between the regulator, utilities and the community services sector has seen electricity retailers in WA move away from credit management strategies that relied on disconnection as a blunt instrument to address customer debt, to one in which they engage directly with their customers to arrive at mutually advantageous outcomes. It is fair to conclude that the current arrangements are working reasonably well to protect and assist customers experiencing hardship, and so we need to be cautious that any changes to the code at very least maintain existing consumer protections and outcomes.

The Council acknowledges that these arrangements do come at a cost to electricity retailers, with the amount of information required on customer bills creating an administrative burden and adding to the cost of customer management system development. We are open to considering if there are ways of delivering continued or improved consumer protection outcomes that are more cost efficient for all those concerned. At the same time, we remain concerned that the cost of living pressures on a sub-set of consumers on low and fixed incomes are continuing to increase and rates of financial hardship are likely to continue to rise [WACOSS Cost of Living Report 2013], and so the demands on our consumer protection systems and hardship policies are likely to continue to rise. Under these circumstances we need believe that we need to be pursuing continuous improvement in credit management and hardship support, to seek ways in which we can be both more efficient and effective in tackling utility hardship.

Section 2 of this submission below contains a summary of what we have learnt to date from reviewing national and international studies of consumer information needs, preferences and behaviour.

### **Payment Difficulties and Financial Hardship**

The Council supports Recommendation 30 in relation to referral of customers experiencing payment difficulties or financial hardship to an independent financial counsellor or relevant consumer representative organisation.

In relation to Question 6, The Council does not object in principle to the idea of those sections of the code relating to the treatment of financial hardship being made less prescriptive, but wishes to re-emphasise the comments above that any such changes need to be evidence-based, ensure that consumer rights and protections are maintained and should lead to better outcomes. We caution against making any long-term or irreversible changes to consumer protection that might put vulnerable consumers at risk with future changes to market players or conditions, and look forward to the opportunity to discuss these issues further in relation to how they may contribute to continuous improvement on consumer protection.

In relation to Questions 8 & 9 concerning Hardship Policies, The Council believes that there needs to be a clear demarcation within the Code between the requirements for the Hardship Policy of an energy retailer on the one hand (that is, what internal policy and procedures the utility needs to have in place for responding to customers in hardship), and the requirements for providing clear information to consumers about their rights and access to support services should they experience payment difficulties or financial hardship on the other hand.

Customers experiencing payment difficulties or financial hardship need to be able to access clear and simple information on their consumer rights and obligations, and the services and support available to those in financial hardship. Requiring electricity retailers to publish and supply the details of their hardship policies who may be experiencing hardship may result in them being overwhelmed by confusing and possibly irrelevant information. We suggest that the code should differentiate between what is required within the retailer's (internal) policy or procedures, and what is required in an information statement for customers having trouble paying a bill.

In relation to Questions 10, 11 & 12 The Council considers that the code should require a retailer's review of its hardship policy to be consistent with the Guidelines, that there should be clarity within the code on the effects of non-compliance, and that the regulator should in fact be required to approve (rather than just assess) hardship policies – consistent with current NECF arrangements.

In relation to Question 13, we consider it would be sensible to set a minimum unpaid amount below which disconnection cannot occur. We do not have a strong opinion on what the minimum threshold should be, and would seek input and advice on current levels of debt and evidence behind the rates set in other jurisdictions.

### **Pre-Payment Meters**

The Council notes that it remains concerned by the outstanding issues relating to pre-payment meters, and has actively engaged with Horizon Power in relation to the concerns arising by the lack of a code-compliant meter that can meet the needs of Aboriginal communities with a history of PPM use. Given the strong demand for PPMs among affected communities and the high levels of debt that have arisen where meters that were damaged or destroyed by flooding have had to be replaced by regular debit meters, the Council is keen to work with utilities and the regulator to ensure that a satisfactory outcome can be reached in a timely manner.

The current grandfathering provisions within the code have had an unintended consequence of preventing the replacement of damaged meters in affected remote Aboriginal communities. Under these circumstances the ECCC might consider suspending existing grandfathering provisions that have prevented communities who want PPMs from being able to have a damaged meter replaced, and then undertake to work with the industry to ensure that appropriate consumer protections are in place in the future when a viable PPM technology is sourced.



## Section 2:

### Review of market research on energy consumer information needs

This section below discusses what we have learnt to date from reviewing national and international studies of consumer information needs, preferences and behaviour.

The purposes and uses of electricity bills are wide and varied. Electricity retailers use bills both as an invoice and as a means of communication to deliver important messages to customers from encouraging prompt payment or providing advice on services and support, to direct marketing of additional electricity products and services.

Customers use of a bill includes obtaining information on costs, energy usage (as a feedback mechanism or to check if their usage corresponds to the billed amount), whether concessions have been properly applied, when payment is due and which payment options are available (see table 1). The information contained within a bill will also be of various importance to different classes of customers. Extra information may be of little importance to one customer, while extremely important to another.

As the code is a general document that seeks to protect the rights of all consumers, more information has been required by the code to be added to the bill. Some within the industry are concerned that this has led to the point where there is so much information on a bill that key messages may be diluted or missed, which could lead to undesirable outcomes. Such concerns include customers being unaware that their concession entitlements have stopped being paid, or that an account holder who is having trouble paying a bill should get in contact with the retailer immediately.

**Table 1: Different areas of use of the electricity bills in a company-customer perspective<sup>1</sup>**

Symbolic meaning and areas of use	Electricity utility	Customer
Invoice	To get payment for executed services.	To get information of costs and instructions of payment
Market document	An opportunity to present the company and to reinforce the company profile.	
Control tool		To be able to control if the cost of electricity is reasonable and if the reported use of energy corresponds with the electricity meter.
Feedback instrument	An opportunity to offer the service of feedback information to the customer	If interested, the customers can get valuable information on their energy use.

### Influences on why people do not seek assistance

The link between the amount of information provided on a bill, the understanding of customers experiencing financial hardship or payment difficulties of their circumstances and rights, and the action of those customers in deciding when to contact or not contact the utility is uncertain and difficult to determine. To our knowledge no significant research has been carried out in this area.

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<sup>1</sup> Sernhed, K, J Pyrko, and J Abaravicius. 2003 "[Bill me this way!—customer preferences regarding electricity bills in Sweden.](#)" *Proceedings of the 2003 summer study of the European Council for an energy efficient economy*: 1147-1150.

The Council has heard a number of explanations from community service workers and financial counsellors as to why they their clients do not call the retailer when in financial hardship or experiencing payment difficulties. Some are concerned that by informing a retailer that they are in financial hardship that they may be disconnected quicker, or are hopeful that if they put it off for a while their circumstances might change. Others are unaware that the utilities can provide assistance, or sceptical about whether a commercial business will still treat them with compassion. Some believe that others are doing it tougher and think therefore that the assistance should be directed to someone else in more need. Many are simply embarrassed to ask for assistance.

The same principles that David Barker identified in his research on why people miss out on concessions apply equally to people not seeking assistance when they are in financial hardship or are having payment difficulties<sup>2</sup>. These include:

“a lack of awareness about available assistance  
the complexity of claim forms and procedures  
the stigma perceived to be attached to claiming assistance payments and concession benefits.”

Hence it may be that, no matter what is changed with how information is presented to consumers (on a bill or by other means), people will for all these reasons still not call up their retailer when experiencing payment difficulties or financial hardship.

As the instrument that regulates the rights of, and information required to be presented to consumers, the electricity code should attempt to maximise the awareness of consumers of their rights and responsibilities. We advocate for an evidence based approach to regulation based on consumer research and on learning from best practice in other jurisdictions.

A key question is whether reducing the amount of information presented on an electricity bill and/or presenting information to consumers by other means will result in more people making contact with their utility when experiencing payment difficulties or are in financial hardship? What are the options and what evidence do we have that other methods or communication channels are more or less effective? Which bits of information are critical and need to be on the bill, which are less critical or can be delivered as or more effectively by other means?

### **How do vulnerable households interact with their utility bills?**

While there may be a perception that disadvantaged and low income households do not read their electricity bills thoroughly, research in Sweden demonstrates that there is a strong correlation between how carefully a household reads their electricity bill and the significance of electricity costs within the households budget (see table below). At the same time, it is important to be aware that there are significant numbers of people in our community who do not grasp the necessary numeracy and literacy skills required to comprehend all of the information presented on a bill.<sup>3</sup> When taken together with the

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<sup>2</sup> Baker, D. 2010. [Missing out: Unclaimed government assistance and concession benefits](#). The Australia institute Policy Brief No. 14.

<sup>3</sup> The [preliminary findings of the ABS's Programme for the International Assessment of Adult Competencies survey](#) has found that approximately 7.3 million (44%) Australians aged 15 to 74 years had literacy skills at

strong correlation between households incomes and educational attainment, this may also explain why simply providing the information does not always translate into good decisions being made. Hence these customers may need messages to be delivered differently or require greater assistance so that they can meaningfully interpret the information provided. A UK government report on empowering customers considers that just information available will not always result in good decisions being made, particularly amongst vulnerable consumers who are more likely to require help to interpret it in a meaningful manner.<sup>4</sup>

**Table 2: Cross table over the proportion of the electricity cost in a household in relation to total household budget compared with how carefully the electricity bill is read.**

The cost of electricity in relation to household budget	Percentage of households that read the electricity bill carefully	
	Yes	No
Very large part	65	34
Large part	63	37
Moderate	53	47
Small part	45	54
Very small part	41	59
Don't know	41	58
Totally	53	46

In addition, United States research into energy usage and feedback on electricity bills has indicated that low income households monitor their energy for a variety of reasons. These included wanting to be doing their part for the environment, and monitoring usage as a means to identify if changes in appliance usage (or new appliances) or behaviour change alters energy use as a means to avoid larger bills later on. However, some households in this research showed little interest in receiving energy usage feedback. This contrasts with other studies showing how environmentally focused customers keenly track their energy usage.<sup>5</sup>

Our literature review has indicated that there is little conclusive research showing which information is more or less critical to which customers, and that more research is required to better understand the information needs and debt-related behaviour of Western Australian energy consumers, particularly those at risk of financial hardship.

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Levels 1 or 2 (out of 5), while any score under 3 might result in the person having difficulty in understanding all the information provided on a electricity bill. See the ABS [Appendix scores and skill levels for more details on what these scores mean.](#)

<sup>4</sup> Department for Business Innovation & Skills, Cabinet Office – Behavioural Insights Team. 2011 [Better Choices: Better Deals](#), page 40

<sup>5</sup> It's Not All About "Green": Energy Use in Low-Income Communities

Those who received bills felt they contained too little information too late. Perhaps as a result, they did not describe tracking energy use in the detailed fashion that Woodruff et al.'s green participants did [43]. Despite this, some participants monitored what they could out of necessity.

## Can customers be supplied information in a different format?

Is there a way in which information on hardship programs and concessions entitlements can be provided to customers that will improve awareness, reduce the complexity of accessing these programs and concessions or remove the stigma attached to seeking assistance? Can energy usage information be provided via alternative means?

With advances in technology we are increasingly faced with a range of ways in which things can be done differently. Retailers in other industries and markets are now using SMS messages, emails, their website/or personalised web-portals, Smartphone applications and automated voice call-back to communicate with their customers, and market researchers and improving the ability to evaluate the effectiveness and impact of different communication channels. The key question is what communication channels work most effectively for which customers to present what types of information? Conversely, we also need to be critically aware of the down-side risk of changing strategies in relation to excluding or failing to effectively reach other groups of customers.

A survey in Sweden asked customers how they would like to be provided energy usage information. The findings were:

“Warning: Nearly 90% of the households wanted to be alerted if the energy consumption suddenly increases.

Graph: Around 75% wanted a graphic presentation of the actual consumption compared with the consumption the same month the previous year.

Tips: About 65% wanted energy conservation tips incorporated into the bill.

Norm: Just about 50% wanted comparative statistical information from a comparable household.

Internet: The least popular kind of information was statistical information via the Internet – 33% were positive and 50% negative. This should be put in relation to the fact that about 75% of the households have stated that they have access to the Internet at home or at work (64% have access at home). So the accessibility is not solely the reason that the interest here is lower.”<sup>6</sup>

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<sup>6</sup> Sernhed, K, J Pyrko, and J Abaravicius. 2003 "[Bill me this way!—customer preferences regarding electricity bills in Sweden.](#)" *Proceedings of the 2003 summer study of the European Council for an energy efficient economy*: 1147-1150.

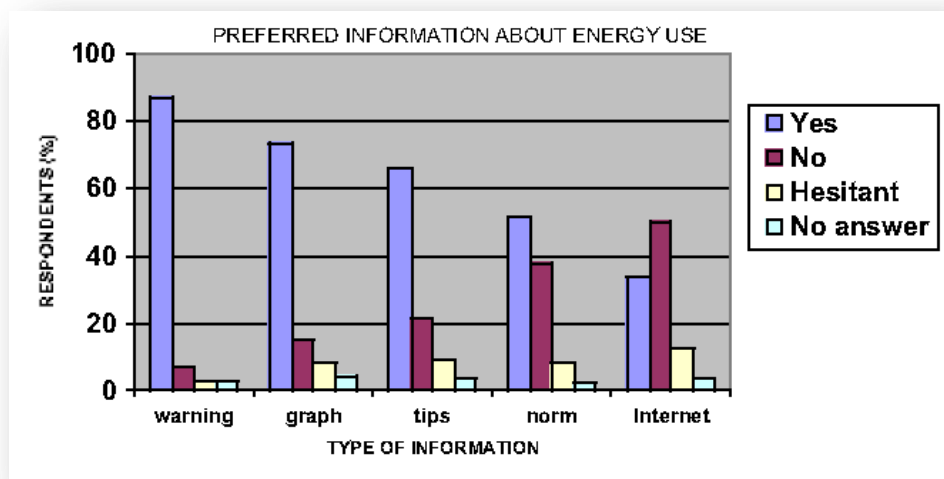


Figure 1: Consumer preferences regarding different types of information on energy use<sup>7</sup>

It should be noted that the survey focused on information about energy consumption rather than issues relating to customer charges, money owing or how to respond to payment difficulties.

While some of the options provided in the survey are currently unavailable to Western Australians due to metering technology (e.g. a warning about consumption suddenly increasing) others like the graphical representation and internet portals are already being utilised or developed by electricity retailers.

## Comments

There are a range of academic papers on feedback mechanisms used to influence energy use and behaviour change, however little research that focuses specifically on the information needs and behaviours of consumers facing payment difficulties or financial hardship. It seems likely that hardship customers will have different information needs, may vary in their capacity to read and interpret complex information on bills, and are likely to be engaging quite differently with that information under circumstances of financial stress.

Further more focused work is desirable to better understand which methods of information provision and feedback are most useful for Western Australian electricity consumers, particularly those facing payment difficulties or financial hardship. Further market research focusing specifically on Western Australian electricity consumers experiencing payment difficulties or financial hardship is

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<sup>7</sup> Sernhed, K, J Pyrko, and J Abaravicius. 2003 "[Bill me this way!—customer preferences regarding electricity bills in Sweden.](#)" *Proceedings of the 2003 summer study of the European Council for an energy efficient economy*: 1147-1150.

recommended before making any significant changes to the alternative provision of key bill information.

A cautious and evidence-based approach is required to ensure that consumer protection is not diminished and that better hardship outcomes are achieved.

Preliminary analysis suggests that some clauses within the existing consumer code might be modified or combined to simplify the information provided on customer bills to enable use of alternative communication channels. These might be put forward for consideration and consultation within the scope of the current code review.

### Future developments in outcome-based regulation

The idea of principle-based or outcome-based regulation has been suggested as a possible future direction for regulation of Western Australia's energy and water markets. This is a relatively new area of policy development and, while the Council has been actively engaged with the Western Australian Government in the area of outcomes-based procurement of community services, it does not currently take a position either supporting or opposing outcome-based regulation as such. The discussion below provides some preliminary analysis of potential risks and benefits of an outcome-based approach to regulation of financial hardship as a starting point for future discussions, and should not be considered as advocacy either for or against such an approach.

So, what is outcome or principle-based regulation?

*"In general terms, Principles-based regulation means moving away from reliance on detailed, prescriptive rules and relying more on high-level, broadly stated rules or Principles to set the standards by which regulated firms must conduct business"<sup>8</sup>*

Under such a framework desirable outcomes are identified in the regulations, targets or objectives are set and penalties or incentives put in place so that regulated industries are enabled and encouraged to achieve these outcomes in the most efficient manner, following independent assessment of whether those targets or objectives are met. It is intended that such an approach should deliver greater competition and innovation, and support continuous improvement in customer protection outcomes, by leaving it to the business to determine how they can best arrive at these desired outcomes.

The effectiveness of such an approach is likely to depend on the strength of the regulator, and (in the absence of a strong market in which improved customer service becomes the subject of competition or a point of differentiation) the engagement, capacity and goodwill of the utilities involved. There could be significant risk to consumers down the track if the regulator lacks the enforcement powers or political will to hold utilities accountable and organisational cultures or market conditions change such that customer hardship becomes a lower priority. There should be significant incentive for retailers to

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<sup>8</sup> Black, J., Hopper, M., & Band, C. (2007). [Making a success of Principles-based regulation](#). *Law and financial markets review*, 1(3), 191-206.

deliver the required outcome in the knowledge if they don't prescriptive regulation can be expected, making the independence and credibility of the regulator, the assessment and governance processes key factors for a successful scheme.

The Council is undertaking some analysis of the benefits and risks of a principles or outcomes-based approach to payment difficulties and financial hardship, which it hopes to be able to share with the ECCC should these issues become part of the committee's deliberations within the code review.

We refer the Committee to the following reports:

The OECD Report [Alternatives to traditional regulation](http://www.oecd.org), at <http://www.oecd.org>

"Black, J., Hopper, M., & Band, C. (2007). [Making a success of Principles-based regulation](#). Law and financial markets review, 1(3), 191-206.

Fraser, M and Barnes, S, Communications Law Centre (CLC) 2010. [Consumers First: Smart Regulation for Digital Australia](#), Australian Communications Consumer Action Network (ACCAN), Sydney

An evidence based approach that seeks to reduce the level of detailed prescription within the code and to support innovation in customer engagement and consumer protection, without removing the substance of existing consumer protection might be a prudent first step towards outcome-based regulation.

There is not to our knowledge sufficient policy work or evidence-based practice in relation to outcome based regulation of electricity markets for us to be confident in supporting a dramatic or rapid change in regulatory policy ... But there is clearly potential to explore these matters further in an effort to improve outcomes, encourage innovation and reduce existing inefficiencies.

## Principles for moving to outcomes based regulation

The Council considers that the principals identified in Australian Communications Consumer Action Network (ACCAN) *Consumers First: Smart Regulation for Digital Australia* report provides a sound foundation for the principals that may be of assistance in creating a principle based regulatory framework within the Western Australian Energy Market.

ACCANs list of principals are:

Principle 1: Businesses must treat their customers fairly.

Principle 2: Businesses must respect the privacy of their customers.

Principle 3: Businesses must provide their customers with clear, accurate and relevant information on products and services before, during and, where appropriate, after the point of sale.

Principle 4: Businesses must resolve customer disputes quickly and fairly.



Principle 5: Businesses must ensure that advertising and promotion of products and services is clear, accurate and not misleading.

Principle 6: Businesses must have appropriate policies and practices in place to assist customers who are disadvantaged or vulnerable.

Principle 7: A business that breaches the principles-based regulation will provide an effective remedy for the customer and may be liable to an effective sanction.

Principle 8: Businesses will develop ongoing monitoring and reporting measures designed to ensure successful implementation of the principles-based regulation.

Principle 9: Customers will behave honestly in their dealings with businesses and cooperate with businesses when seeking to resolve any problems or disputes.

Principle 10: For transparency and accountability, businesses will have their compliance with the principles-based regulation reviewed and reported by an external auditor”.<sup>9</sup>

The Council considers that a few additional principals specific to the energy industry may need to be included in addition to the above mentioned principles, such as:

That electricity retailers must provide customers whom would benefit from knowing about energy related concessions and hardship programs with information on these programs to assist these customers obtain this support.

That electricity retailers provide information that will assist reduce their energy costs, such as energy efficiency related information.

## Desired outcomes

In addition to broad-based principals there needs to be identified outcomes which benefit consumers. Below is a high level list of potential desired outcomes that ACCAN provided, these may be the bases of the current code review if it is the Committees intention to alter the Code so that it is more outcomes based.

“Outcome 1: Consumers can be confident that they are dealing with businesses where the fair treatment of customers is central to the corporate culture.

Outcome 2: Products and services marketed and sold in the retail market are designed to meet the needs of identified consumer groups and are targeted accordingly.

Outcome 3: Where consumers receive advice, the advice is suitable and takes account of their circumstances.

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<sup>9</sup> Fraser, M and Barnes, S, Communications Law Centre (CLC) 2010. [\*Consumers First: Smart Regulation for Digital Australia\*](#), Australian Communications Consumer Action Network (ACCAN), Sydney



Outcome 4: Consumers are provided with products and services that perform as companies have led them to expect, and the associated customer service is also of an acceptable standard and is as they have been led to expect.

Outcome 5: Consumers do not face unreasonable post-sale barriers to change product, switch provider, submit a claim or make a complaint.”<sup>14</sup>

## Section 3 Preparing for Competition

While competition has the potential to offer consumers choice, it also has the potential to create an overtly complex market place. In the absence of strong market regulation there is a risk that competition could lead to worse outcomes for less profitable and more challenging customers, including those at risk of financial hardship. Below are some issues that may need to be considered in the next code review, if Western Australian electricity markets progresses towards open retail competition.

### RECAP/smart disclosure

To ensure that customers are able to determine for themselves the best deal for them in the future the Council believes that an independent comparator website needs to be introduced and accompanied by a ‘Record Evaluate and Compare Alternative Prices (RECAP)/Smart disclosure scheme. RECAP/Smart disclosure types of schemes ensures that all retailers release an account holders usage data in a standardised format. As such this data can upload into the comparator website and the customer can be informed which plan is best for them based their previous consumption and payment patterns. This improves consumer decision making within the energy market and therefore improves the competitions of the market. For further information see:

- Executive Office of the President [of the United States] - National Science and Technology Council, 2013. [Smart disclosure and consumer decision making: Report of the taskforce on smart disclosure](#)
- Kamenica, E. Mullainathan & Thaler, R. 2011. [Helping consumer know themselves](#)
- Sayogo, D. S., & Pardo, T. A. (2013, June). [Understanding smart data disclosure policy success: the case of Green Button](#). In *Proceedings of the 14th Annual International Conference on Digital Government Research* (pp. 72-81). ACM

### Critical information fact sheets

Critical information fact sheets provide disclosure to all customers about a number of vital provisions of an electricity offer. They ensure that customers are fully aware of such things as break/early termination fees, what happens at the end of a contract, other fees and charges that they may face, what happens at the end of the contract and other additional information (for instance, when usage charges can be increased or how the retailer is allowed to vary their prices at any time).

As energy markets have become more complex in other jurisdictions such disclosure requirements have become the norm, along with a number of other tools to help customers (such as energy comparator websites produced by regulators). Critical

information fact sheets have now been introduced in all the markets where electricity is sold in Australia except for Western Australia and the Northern Territory. In addition, the telecommunications industry has recently introduced critical information disclosure fact sheets as a means of providing transparency and informing customers about the more important terms of the contract.

While the costs for introducing energy price fact-sheets will be negligible, the benefits they bring to customers are significant - including consumers making better informed decisions and saving time otherwise spent reviewing the various contracts on offer. Providing information in a standardised, easy to read format before a contract is entered into will help many electricity customers choose the best offer for their circumstances, which will help support a competitive electricity market in Western Australia.

The Council suggests that if the Western Australia electricity market is opened up to competition then critical information fact sheets be introduced so that Western Australians are afforded the same level of protection that other utility customers are afforded across the rest of Australia.

### **Ability to unilaterally change terms and conditions**

It is unfair to expect a consumer to enter into a fixed term contract and not be allowed to break that contract if the terms and conditions change. This is an emerging issue currently occurring in the eastern states. The Council is concerned that this practice is detrimental to consumers and the electricity industry as a whole, as it erodes the public's trust in the industry. It is unfair to have terms in a contract in which a consumer needs to pay an early termination fee if they decide to exit a contract once an electricity retailer increases their fees or charges. For this reason, either one of the following conditions should occur if competition is introduced:

- a) there are no 'break fees' payable if fees and charges are altered once the contract is entered into, or
- b) all fees and charges, including their increases, are clearly stated to the customer before they enter into a contract.

Ofgem, the UK regulator has proposed rules for all fixed term contracts so that there are "no surprises, no lock-ins"<sup>10</sup> as this has been an issue in the UK. In Australia the Consumer Action Law Centre and the Consumer Utilities Advocacy Centre have recently submitted a rule change for the National Energy Market rules to the Australian Energy Market Commission.

### **Limit the amount of plans available**

There is a tendency in the Eastern State markets for energy retailers to offer a large and confusing range of offers and plans. A similar situation exists in the UK, in which Ofgem believes that there are around 900 tariffs in the market.<sup>11</sup> It seems reasonable to assume that if the Western Australian electricity market was opened up a similar situation may arise. Such a vast amount of tariffs creates unnecessary complex market, which according to Ofgem "complex tariffs limit effective [consumer] engagement by:

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<sup>10</sup> Ofgem 2013 [The Retail Market Review – Final domestic proposals](#), page 9

<sup>11</sup> Ofgem 2013 [The Retail Market Review – Final domestic proposals](#), page 16

- Putting off many consumers from searching for better tariffs in the first place.
- It leads some consumers to abandon their search for a better tariff.
- It may result in an increased frequency of poor switching decisions.
- Contributes to a lack of trust in suppliers and the industry.”<sup>11</sup>

Due to this the UK energy regulator Ofgem has recently introduced measures “to cut the baffling array of tariffs” that the UK energy retailers are able to offer to 4 core tariffs. By adopting such an approach retailers will have to actually deliver tariffs that provide value for money to attract customers, which in the end will drive real competition. The Council contends that if electricity retail competition is introduced to Western Australia for residential consumers, then WA might follow the UK lead and introduce restrictions on the number and complexity of tariffs.

The Council has recently become aware of the British Standard (BS) 18477 on inclusive service provision, requirements for identifying and responding to consumer vulnerability. While the Council has not been able to access and assess the applicability of this standard, we suggest that it may warrant further investigation.

## **Attachment 14 – Submission: Western Power**

Our ref: 62607

1 November 2013

Mr Paul Kelly  
Chairman  
ECCC  
PO Box 8469  
PERTH BC WA 6849

Dear Mr Kelly

**2013 Review of the *Code of Conduct for the Supply of Electricity to Small Use Customers***

Thank you for the opportunity to comment on the 2013 Review of the *Code of Conduct for the Supply of Electricity to Small Use Customers*.

Western Power supports ongoing reform and refinement of the *Code of Conduct for the Supply of Electricity to Small Use Customers*, particularly when it supports Western Power's objectives of providing a safe, reliable and affordable network.

Western Power is supportive of the proposed amendments and offers the following observations and comments. In addition, Western Power has identified two further areas for improvement as listed in the enclosed appendix.

Please do not hesitate to contact Western Power's Head of Customer Service Gino Giudice on 9326 4609 if you require further information in relation to Western Power's comments.

Yours sincerely

**Stewart Hart**  
Chief Financial Officer

**Connecting people with electricity**

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## Appendix A

### Western Power's comments on the 2013 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers (the Code)

Clause	Question/ Recommendation	Western Power's response
6.2	<b>Question 1</b> Should any changes (other than that set out in Recommendation 8) be made to the Code in light of the NECF?	<p>Western Power does not believe any other changes (excluding the outcome of Question 8) should occur to the Code in light of the NECF.</p> <p>Western Power recommends that any further consideration to amend the Code in light of the NECF be progressed through a separate ECCC review.</p>
7.1	<b>Question 3</b> Taking into account any costs and benefits, should any benchmarking requirements be added to the Code? If so, what form should they?	<p>Western Power does not support the introduction of any benchmarking requirements as, at this stage, it is not clear what additional information would be of benefit to customers.</p>
7.4	<b>Question 5</b> Should there be an obligation, comparable to clause 4.6(2)a, on a distributor to provide information to customers on how to read a meter?	<p>Western Power is not aware of any specific issues that have arisen which would require codification of an obligation on a distributor to provide information to customers on how to read a meter. It has been Western Power's practice for some time to publish this information on its website and to provide it to customers upon request.</p> <p>Customers have relationships with both retailers and distributors and may contact either. Western Power recommends that the obligation remain with the retailers. Should there be evidence that there is some concern to be addressed then the obligation could also be placed upon the distributor ensuring the customer is quickly and efficiently serviced</p>

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independent of whom they contact.

- |               |  |   |
|---------------|--|---|
| <b>10.2</b>   | <b>Recommendation 34</b><br>Amend clause 7.5(a) to specify that the requirement does not apply to calls from mobiles phones.   | Western Power supports this amendment on the basis that it is currently impossible to have a customer charged at a local call rate when they make a call from a mobile phone.   |
| <b>10.3</b>   | <b>Question 14</b><br>Should clause 7.6 be amended to include a requirement for the retailer or distributor to have prior knowledge that the customer has made a complaint to the retailer or distributor (as applicable) or the Energy Ombudsman? | <p>Western Power strongly supports this amendment to the Code.</p> <p>In most circumstances it is not possible for Western Power to have prior knowledge of whether or not a customer has an active complaint with a retailer, the Energy Ombudsman or another dispute resolution body prior to processing a disconnection request from a retailer.</p>   |
| <b>10.5.1</b> | <b>Recommendation 37</b><br>Amend the Code to allow customers to be able to provide the acknowledgement required under clause 7.7(3)(d) by electronic means such as text and emails.   | <p>Western Power strongly supports this recommendation. Allowing customers to provide electronic acknowledgement of receipt of a planned outage notification reflects contemporary communication practices.</p> <p>An electronic acknowledgement will allow customers to choose their preferred method of communication when confirming receipt of notification.</p> <p>Western Power further proposes that customers be permitted at the time of their initial application to advise the retailer of their preferred means of receiving notification of planned outages which may include text or email.</p> |
| <b>10.5.2</b> | <b>Question 15</b><br>Should customers be able to 'opt out' of having to   | A number of customers have requested, in some cases insistently, that Western   |

provide the confirmation under clause 7.7(3)(d)?

Power not contact them for notification confirmation.

Western Power supports a customer's right to opt out.

### 10.5.3

#### **Recommendation 38**

Insert the words "or someone residing at the supply address" into clause 7.7(4)

The Code review is an opportunity to ensure obligations are consistent and therefore Western Power supports adding the words "or someone residing at the supply address" in clause 7.7(4) to align with subclause 7.7(3)(d).

### 11.3

#### **Recommendation 40**

Amend the timeframes in subclause 9.5(3)(b) from 5 and 6 business days to 9 and 10 business days respectively.

Western Power supports amending the timeframes as proposed to reflect logistical issues experienced in regional areas.

### 13.1

#### **Question 17**

Should the reporting indicators of Part 13 be removed from the Code?

Western Power supports the removal of reporting indicators of Part 13 from the Code.

### 13.3

#### **Recommendations 46 & 47 & 48**

Insert a definition of 'resolved' as follows:

'Resolved' means the decision or determination made by the licensee with respect to the complaint, where the licensee, having regard to the nature and particular circumstances of the complaint, has used all reasonable steps to ensure the best possible approach to addressing the complaint.

Replace references to 'concluded' with 'resolved'.

Western Power strongly supports replacing the references to "concluded" to "resolved" and the suggested definition of "resolved".

Consistency with principles reflected in Australian Standard AS ISO 10002-2006 addresses the situation that occurs where a complaint has not been concluded to the satisfaction of the customer.

This may occur even when all complaint handling processes have been followed, and all reasonable efforts have been made by Western Power within reasonable limits to address the customers' issue.

Western Power supports the



Amend clause 5.6 and 7.6 to allow for the situation where a complaint has been made to the Ombudsman or external dispute resolution body.

recommendation for the change to clauses 5.6 and 7.6 to reflect the Ombudsman involvement.

- 13.3**      **Recommendation 49**      Western Power supports the removal of the term 'query' to provide clarity that 14.3 and 14.4 obligations relate to the handling of complaints.
- Delete the reference to 'query' in clauses 14.3 and 14.4
- 
- 14.4(4)**      **Recommendation 54 & 55**      Western Power supports the creation of a new subclause 12.1(4), deletion of subclause 14.3(1) and amendment of subclauses 14.3(2) and 14.4(2) as proposed.
- Create a new subclause 12.1(4).
- Delete subclause 14.3(1) and 14.4(1) and amend 14.3(2) and 14.4(2) as suggested by legal counsel.

## **Additional Comments**

### **1. Clauses 7.7(3)(c) and (d) and 7.7(4) – commencement of distributor's obligations**

Clauses 7.7(3) and 7.7(4) require a distributor, where it has been informed that a person residing at a customer's supply address requires life support equipment (LSE) to, inter alia:

1. register the customer's supply address as a LSE address within the specified time frames (7.7(3)(a));
2. not disconnect a customer's supply address for failure to pay a bill while the person continues to reside at the address and requires the use of life support (7.7(3)(c));
3. to provide written notice of planned interruptions and use best endeavours to obtain acknowledgement in accordance with clause 7.7(3)(d); and
4. use best endeavours to contact a customer prior to a planned interruption where the distributor has already provided notice of a planned interruption (7.7(4)).

As these clauses are currently drafted, Western Power's obligations are triggered where it has been informed that a person requires LSE, not once the LSE address has been registered in accordance with the time frames specified in 7.7(3)(a).

The consequence of the current drafting is that Western Power cannot rely on the LSE register established as required by 7.7(3)(a) when undertaking planned interruptions to ensure compliance with its obligations. Rather, manual checks must also be undertaken to ensure any new LSE addresses not yet placed on the LSE register are taken into account before a planned interruption is carried out. The time frames in sub-clause 7.7(3)(a) for the distributor to register LSE supply addresses therefore have no effect.

Western Power proposes that clauses 7.7(3)(c) and (d) and 7.7(4) be amended so that the obligations in those clauses arise once the distributor has registered the customer's supply address as a LSE supply address as required in accordance with the time frames specified in subclause 7.7(3)(a).

### **2. Definition of Life Support Equipment**

Clause 7.7 of the Code seeks to provide protection for customers who utilise LSE from interruption to their power supply, either due to disconnection for failure to pay a bill or planned interruptions.

“Life support equipment” is defined by the Code to mean the equipment designated under the *Life Support Equipment Electricity Subsidy Scheme* (“Scheme”).

The Scheme’s purpose is to provide a subsidy for financially disadvantaged persons or their dependents towards the electricity costs of operating prescribed LSE at home. The Scheme does not address whether the prescribed equipment requires a continuous power supply.

Western Power incurs substantial costs in relation to planned interruptions arising from its compliance with clauses 7.7(3)(d) and 7.7(4) of the Code, which may not relate to LSE which relies on a continuous supply of power. Western Power proposes that the definition of “life support equipment” under the Code not be linked to the equipment designated under the Scheme, given the different purposes of the Scheme and clause 7.7.

Western Power proposes that:

1. the definition of “life support equipment” under the Code be amended so that it is not linked to the equipment designated under the Scheme; and
2. the LSE designated for the purposes of clauses 7.7(3)(d) and (4) rely on a continuous supply of electricity.