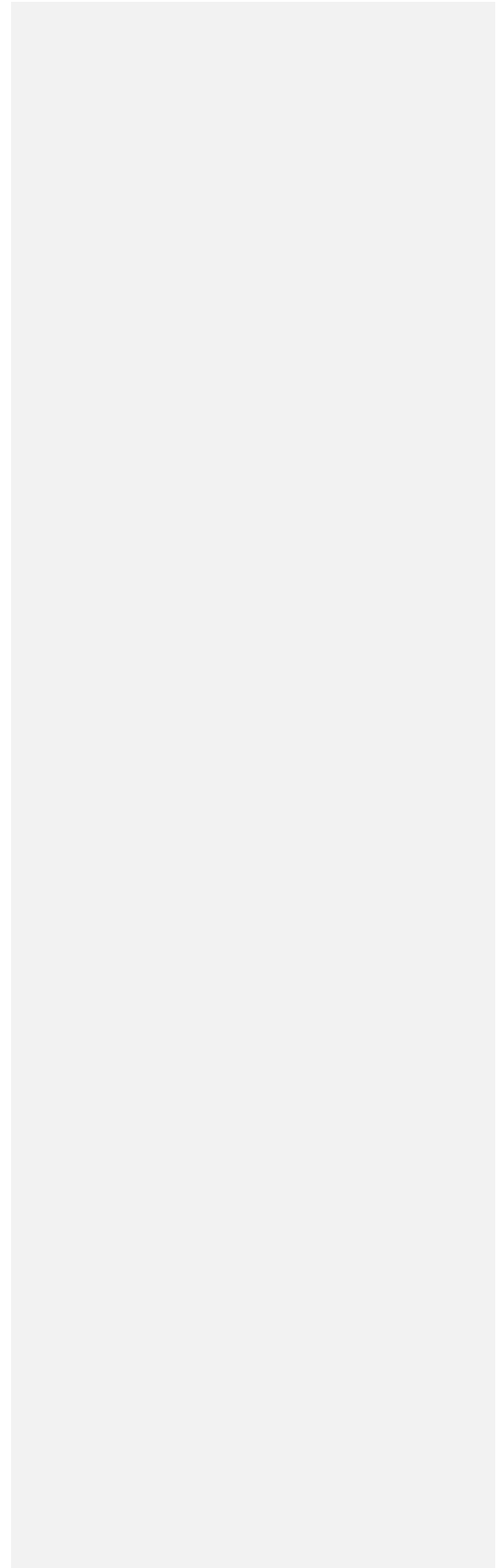


Schedule 2

***Compendium of Gas Customer Licence
Obligations***

(Compendium)



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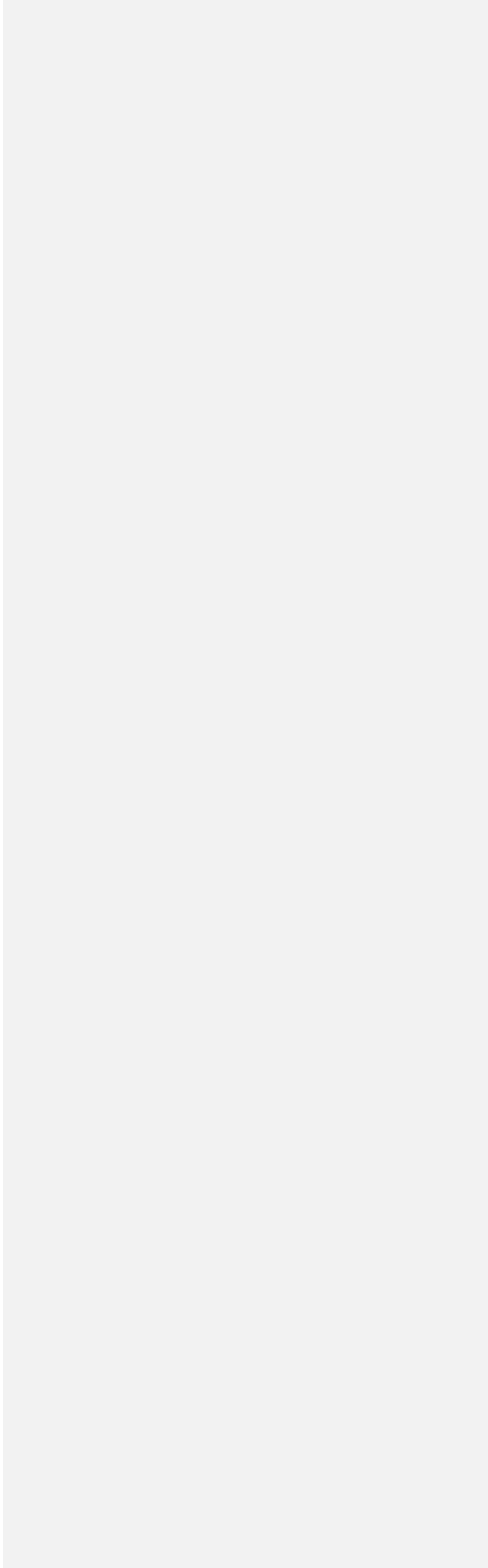
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Part 1 Preliminary

1.1 Commencement of Schedule 2

The obligations in this Schedule 2 apply to the **retailer** and **distributor** (as the case may be) on and from 1 January ~~2013~~2015.

1.2 Interpretation of Schedule 2

- (1) Headings and notes are for convenience or information only and do not affect the interpretation of the conditions in this Schedule 2 or of any term or condition set out in this Schedule 2.
- (2) An expression imparting 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 this Schedule 2 have a corresponding meaning.
- (6) The definitions in Schedule 2 only apply to the terms and conditions in Schedule 2 of this licence and will not apply to any of the other parts of this licence.
- (7) Where clause 2 of the licence:
 - (a) authorises the licensee to sell gas transported through a distribution system to **customers**, a reference to a **retailer** in this Schedule 2 is a reference to the licensee (as defined in clause 1 of the main body of the licence);
 - (b) authorises the licensee to:
 - (i) construct, alter or operate a distribution system; or
 - (ii) transport gas through a distribution system,a reference to a **distributor** in this Schedule 2 is a reference to the licensee (as defined in clause 1 of the main body of the licence).

1.3 Definitions for Schedule 2

In this Schedule 2, unless the contrary intention appears –

“**Act**” means the *Energy Coordination Act 1994*.

“**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

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

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

~~“**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).~~

Commented [CCK1]: Definition no longer required due to proposed deletion of section 5.8(1).

“**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., electricity, 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 complaints related to billing errors, incorrect billing of fees and charges, failure to receive relevant government rebates, high billing, credit collection, disconnection and reconnection.~~

“**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 gas 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**.

“**Compendium**” means this Schedule 2 titled *Compendium of Gas Customer Licence Obligations (Compendium)*.

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“**collective customer**” means a **customer**.

(a) who receives a single bill from the **retailer** for gas supplied at two or more **premises**; or

(a)(b) who is supplied gas 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 gas available to **residential customers** only.

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

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Commented [CCK2]: “electronic communication” was replaced with (the defined term) “electronic means” in the Electricity Code following the 2012 Electricity Code review.

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

“**customer**” means a customer ~~who consumes less than 1 terajoule of gas per annum whose consumption of gas is less than 1 terajoule per year~~.

Commented [CCK3]: Proposed new wording is consistent with the definition of small use customer in the Energy Coordination Act 1994.

“**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

if received after 5:00pm or on a day other than a **business day**, on the next **business day**.

~~“**delivery point**” on a distribution system means the exit point of a **meter** that supplies gas to a **customer's premises**.~~

Commented [CCK4]: Definition no longer required due to proposed deletion of clause 13.14.

“**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.~~

“**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 under Part 2A of the **Act**.

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

“**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 in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

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

Commented [CCK5]: Definition no longer required due to proposed deletion of clause 10.4(b)

“**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**.

“**gas customer safety awareness programme**” means a programme to communicate information to **customers** regarding safety in the use of gas and must address, at a minimum, provision of the following information to **customers** –

- (a) information on the properties of gas relevant to its use by **customers**;
- (b) a notice of the requirement for proper installation and use of approved appliances and equipment;
- (c) a notice of the requirement to use only qualified trade persons for gas connection and appliance and equipment installation;
- (d) the proper procedure for the reporting of gas leaks or appliance or equipment defects; and
- (e) safety procedures to be followed and the appropriate **telephone** number to call in case of **emergency**.

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“**gas marketing agent**” has the meaning given to that term in the **Gas Marketing Code**.

Commented [CCK6]: Amendment made to improve readability.

-“**Gas Marketing Code**” means the *Gas Marketing Code of Conduct 2014*.

“**gas ombudsman**” means the ombudsman appointed under the scheme approved by the **Authority** pursuant to section 11ZPZ of the **Act**.

[Note: The ~~energy ombudsman~~**Energy and Water Ombudsman** Western Australia is the **gas ombudsman** appointed under the scheme approved by the **Authority** pursuant to section 11ZPZ of the **Act**.]

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

Commented [CCK7]: “addresses” was replaced with “supply addresses” in the Electricity Code following the 2012 Electricity Code review.

“**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~~**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. 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 system to a **customer**, but does not include disconnection under Part 7.

“**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 gas to a **customer**, or
- (b) advertising, promotion, market research or public relations in relation to the supply of gas to **customers**.

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

–“**meter**” means an instrument that measures the quantity of gas passing through it and includes associated equipment attached to the instrument to filter, control or regulate the flow of gas.

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

“**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-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 or connections not provided by the date agreed with a **customer**.~~

~~“**other complaints**” includes complaints related to 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 **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 gas prior to consumption.

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

“**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 gas solely for domestic use.

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

~~“**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**.~~

“**retail market rules**” means the *Retail Market Rules* published by the Retail Energy Market Company Limited as amended from time to time.

“**retailer**” means a person who holds a trading licence under Part 2A of the **Act**.

“**standard form contract**” means a contract that is approved by the **Authority** under section 11WF of the **Act**.

“**supply address**” means the **premises** to which gas 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).

~~“**transfer complaints**” includes failure to transfer a **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.

“**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**.

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

- (a) expressly;
- (b) in writing or orally;
- (c) after the **gas marketing agent** or **retailer** (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.

1.4 Non application of certain clauses

The following clauses (marked with an asterisk and an annotation throughout) will not apply to ~~the a~~ **retailer** where the **retailer** has entered into a **non-standard contract** with a **customer** and the **retailer** and ~~a~~ **customer** agree that the clauses will not apply.

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

Commented [CCK8]: Typographical amendment.

Commented [CCK9]: Typographical amendment.

1.5 Gas marketing agents

~~The A~~ **retailer** must ensure that any **gas marketing agent** engaged by the **retailer** complies with the obligations under this Schedule 2.

Commented [CCK10]: Typographical amendment.

**Part 2
NOT USED**

[Note – Part 2 is not used to ensure conformity of numbering with the Code of Conduct for the Supply of Electricity to Small Use Customers.]

[Obligations relating to the marketing of gas to small use customers are addressed in the Gas Marketing Code of Conduct [2014](#).]

Part 3 Connection

3.1 Obligation to forward connection application

- (1) If a **retailer** agrees to sell gas 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.

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) at least every 3 months unless –
 - (i) the **retailer** has obtained a **customer's verifiable consent** to issue bills less frequently;
 - (ii) the **customer** has a **pre-payment meter** installed at the **customer's supply address**; ~~or~~
 - (iii) the **retailer** 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)~~(iv) the **retailer** 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 section 11WK of the **Act** and the bill is the first bill issued to that **customer** at that **supply address**.

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Commented [CCK11]: An equivalent clause was inserted in the Electricity Code following the 2012 Electricity Code review.

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 gas 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 gas 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 –

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- (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 re-set 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 (i), 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) the current **meter** reading or estimate;
 - (c) the **customer's** ~~total~~ consumption, or estimated consumption;
 - (d) the number of days covered by the bill;
 - (e) 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;
 - (f) the ~~relevant-applicable~~ tariffs;
 - (g) the amount of any other fees or charges and details of the service provided;
 - (h) 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**;
 - (i) the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;
 - (j) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from a **customer**;
 - (k) the average daily cost of ~~gas~~ consumption, including charges ancillary to the consumption of gas, unless the customer is a collective customer;

Commented [CCK12]: "total" was removed from the Electricity Code following the 2012 Electricity Code review.

- (l) the average daily consumption, unless the **customer** is a **collective customer**;
 - (m) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
 - (n) the amount due;
 - (o) the due date;
 - (p) a summary of the payment methods;
 - (q) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
 - (r) a **telephone** number for billing and payment enquiries;
 - (s) a **telephone** number for **complaints**;
 - (t) the contact details for the **gas ombudsman**;
 - (u) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
 - (v) the **supply address** and any relevant mailing address;
 - (w) the **customer's** name and account number;
 - (x) the amount of arrears or credit;
 - (y) if applicable and not included on a separate statement –
 - (i) payments made under an **instalment plan**; and
 - (ii) the total amount outstanding under the **instalment plan**;
 - (z) with respect to **residential customers**, the **National Interpreter Symbol** with the words "Interpreter Services";
 - (aa) the **retailer's telephone** number for **TTY** services;
 - (bb) to the extent that the data is available, a graph or bar chart illustrating the **customer's** amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year; and
 - (cc) the Meter Installation Registration Number for the property.
- (2) Notwithstanding subclause (1)(bb), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is ~~not~~ –
- (a) 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**; or
 - (b) the **customer's** reading of the **meter** at the **customer's supply address**, provided the ~~retailer-distributor~~ has expressly or impliedly consented to requested and the **customer** agreed that the **customer** will reading the **meter** for the purpose of determining the amount due.
- ~~(2) Prior to a **customer** reading a **meter** under subclause (1)(b), the **retailer** must give the **customer** information that explains in clear, simple and concise language how to read a **meter** correctly.~~

4.7 Frequency of meter readings

- (1) A **retailer** must use its best endeavours to ensure that metering data is obtained ~~as frequently as required to prepare its bills.~~
- (2) A **retailer** must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(1)(a).

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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.

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4.9 Adjustments to subsequent bills

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

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Division 8 – Undercharging, ~~and~~ 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 ~~that 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) ~~list notify the customer 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;

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- (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 subclauses (6) and (7), ask the **customer** for instructions as to whether the amount should be –
 - (a) credited to the **customer's** account; or
 - (b) repaid to the **customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within ~~20-5~~ **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 subclause (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 notify the customer of~~ the amount of the **adjustment** ~~as a separate item in a special bill or in no later than~~ the next bill, together with an explanation of that amount;
 - (c) not require the **customer** to pay a late payment fee; and
 - (d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.
- (2) If the **meter** is read pursuant to either clause 4.6 or clause 4.3(2)(d) and the amount of the **adjustment** is an amount owing to the **customer**, the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject to subclauses (5) ~~and (7)~~, ask the **customer** for instructions as to whether the amount should be –
 - (a) credited to the **customer's** account;
 - (b) repaid to the **customer**; or
 - (c) included as a part of the new bill smoothing arrangement 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 ~~20-5~~ **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 subclause (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**.~~

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- (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; and
- (d) either electronically or by **telephone** by means of –
 - (i) a debit facility; and
 - (ii) a 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 **gas ombudsman** and the **complaint** ~~remains unresolved~~ is not resolved by the retailer or is not determined or is upheld by the gas ombudsman (if a complaint has been made to the gas ombudsman). If the **complaint** is ~~resolved~~ determined by the gas ombudsman in favour of the **retailer**, any late payment fee shall only be calculated from the date of the **gas 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 3 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,

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a **retailer** must not require a **customer** to pay for gas consumed at the **customer's supply address** from –

- (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least ~~3-business days~~**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 gas 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 gas 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 gas to the **supply address**, the previous **retailer** must not require the **customer** to pay for gas 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 gas consumed at the **customer's supply address** from the date that disconnection occurred.
- (5) Notwithstanding subclauses (1), (2) and (4), a **retailer's** right to payment does not terminate with regard to any amount that was due up until the termination of the **contract**.

5.8 Debt collection

~~(1) A **retailer** must comply with the Conduct Principles set out in the guideline on debt collection issued by the Australian Competition and Consumer Commission concerning section 50 of the **Australian Consumer Law (WA)**.~~

- (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 gas to that **customer's supply address**.

5.9 Simultaneous payments for gas and electricity

Where a **retailer** and a **residential customer** have entered into –

- (a) a **dual fuel contract**; or
- (b) separate **contracts** for the supply of electricity and ~~the supply of gas~~, under which:–
 - (i) a single bill for energy is; or
 - (ii) separate, simultaneous bills for electricity and gas are, issued to the **residential customer** and the **residential customer** does not pay the entire amount owing under that bill or those bills, **the retailer must:**
- (c) apply a payment received from a **residential customer** for charges for the ~~sale~~supply of electricity or ~~the sale and supply of~~ gas respectively as agreed between the **retailer** and the **residential customer** in a written agreement; or
- (d) if no agreement is in place between the **retailer** and the **residential customer**, apply a payment received from the **residential customer** for charges for the ~~sale~~supply of electricity or ~~the sale and supply of~~ gas respectively as directed by the **residential customer**; or
- (e) if subclauses (c) and (d) do not apply, apply the payment in proportion to the relative value of each of the charges.

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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
- ~~(a)~~(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).
- ~~(2)~~(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).
- ~~(3)~~(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(1)(b) then the **retailer** must grant the **residential customer** a **temporary suspension of actions**.
- ~~(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 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) A **temporary suspension of actions** must be for at least 15 **business days**.
- (3) If a **relevant consumer representative organisation** is unable to assess a **residential customer's** capacity to pay within the period referred to in subclause (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** 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
 - ~~(iii)~~(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;
 - (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.
 - ~~(a) take into account information about the *residential customer's* usage needs and capacity to pay when determining the period of the plan and calculating the amount of the instalments;~~
 - ~~(b) specify the period of the plan;~~
 - ~~(c) specify the number of instalments;~~
 - ~~(d) specify the amount of the instalments which will pay the *residential customer's* arrears (if any) and estimated consumption during the period of the plan;~~
 - ~~(e) specify how the amount of the instalments is calculated;~~
 - ~~(f) specify that due to seasonal fluctuations in the *residential customer's* usage, paying in instalments may result in the *residential customer* being in credit or debit during the period of the plan;~~
 - ~~(g) have in place fair and reasonable procedures to address *payment difficulties* a *residential customer* may face while on the plan; and~~
 - ~~(h) make provision for re-calculation of the amount of the instalments where the difference between the *residential customer's* estimated~~

~~consumption and actual consumption may result in the residential customer being significantly in credit or debit at the end of the period of the plan.~~

~~(3)~~(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)~~0~~, 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 ~~sub~~clause ~~6-6~~(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 tariffs available to the **customer**.
- (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 **Compendium** 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 sub-clause (3)(c);
 - (c) ~~ensure that~~ include guidance on how **customers experiencing financial hardship** are to be treated sensitively and respectfully; and
 - (d) include ~~guidelines~~ guidance –
 - (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; and-~~
 - (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** details a copy 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 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.
- ~~(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~~comply with the **Authority's** Financial Hardship Policy Guidelines.
- ~~(7)~~(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 with 5 **business days** of the amendment.
- ~~(8) Subject to subclause (9) when a **retailer** has reviewed its hardship policy pursuant to subclauses (5) or (6), the **Authority** will examine —~~
- ~~(9) 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~~
- ~~the hardship policy to assess whether a **retailer's** hardship policy complies with this clause of the **Compendium**.~~
- ~~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 14 *business days* from the date of dispatch of the bill, including –
 - (i) the *retailer's telephone* number for billing and payment enquiries;
 - (ii) advice on how the *retailer* may assist in the event the *customer* is experiencing *payment difficulties* or *financial hardship*; and
 - (iii) requiring payment to be made on or before the day not less than 20 *business days* after the day on which the bill was issued;
 - (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 22 *business days* from the date of dispatch of the bill, advising the *customer* –
 - (i) that the *retailer* may disconnect the *customer* not less than 10 *business days* after the day on which the **disconnection warning** is given; and
 - (ii) of the existence and operation of **complaint** handling processes including the existence and operation of the *gas ombudsman* and the Freecall *telephone* number of the *gas 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.

Commented [CCK20]: Typographical correction.

Commented [CCK21]: Typographical correction.

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 ~~provided the customer with information on the types of concessions available to the customer, and~~ made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** has: –
 - (i) accepted the offer before the expiry of the period specified by the **retailer** in the **disconnection warning**; and
 - (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the **retailer** in the **disconnection warning**;
 - (c) if the amount outstanding is less than an amount approved and published by the **Authority** in accordance with subclause (2) and the **customer** has agreed with the **retailer** to repay the amount outstanding;
 - (d) if the **customer** has made an application for a **concession** and a decision on the application has not yet been made;
 - (e) if the **customer** has failed to pay an amount which does not relate to the supply of gas; ~~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**); ~~or~~;
 - ~~(f)(g) where a residential customer has been assessed by a retailer under clause 6.1(1) as experiencing payment difficulties or financial hardship, without the retailer having provided the customer with information on the types of concessions available to 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**.

Commented [CCK22]: This sentence does not relate to the main subject matter of the sub-clause; being offers to resolve a customer's debt. The provision of information on concessions is a separate concept that should be addressed separately in this list of limitations, both for clarity and ease of application. It is proposed that the sentence be moved to a new sub-clause; subclause (g) (see below).

It is noted that the same wording does not currently exist in the Electricity Code. This is because the reference in the Compendium arises out of a requirement in regulation 12 of the *Energy Coordination (Customer Contract) Regulations 2004* and clause 5.1.1.2(a)(ii) of the *AGA Code*, which make it a requirement to provide information on government funded concessions before disconnecting a customer's supply address.

Commented [CCK23]: See comment in relation to clause 7.2(1)(b) above.

7.3 Dual fuel contracts

~~If a retailer and a residential customer have entered into –~~

- (a) a **retailer** and a **residential customer** have entered into: –
 - (i) a **dual fuel contract**, or
 - (ii) separate **contracts** for the supply of electricity and ~~the supply of~~ gas, under which: –
 - A. a single bill for energy is; or
 - B. separate, simultaneous bills for electricity and gas are,issued to the **residential customer**, and;
- (b) ~~the retailer is permitted to and wishes to arrange for disconnection of the supply of electricity and gas to the residential customer's supply address for failure to pay a bill.~~

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

Commented [CCK24]: It is understood that the intent of this clause is to ensure that customers are not simultaneously disconnected from electricity and gas, and that if disconnection is to occur, gas is to be disconnected first (as the least essential of the two services). This purpose should be made clearer in the clause itself.

The redrafted clause provides that gas should always be disconnected before electricity.

There is no longer a need to prescribe the minimum timeframe for the disconnection of gas within the Compendium. That is, if gas should always be disconnected *before* electricity, there is no need to specify that gas should always be disconnected at least 15 business days *after* electricity.

The reference to 15 business days in between disconnections best sits within the Electricity Code, where it is currently prescribed in clause 7.3.

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 the purpose of reading the **meter** for the purposes of issuing 3 consecutive bills;
 - (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (e), each time it was denied access 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) the **retailer** has used its best endeavours to **contact** the **customer** to advise of the proposed disconnection; and
 - (e) 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**;~~
- ~~(a) occurred for **emergency** reasons;~~
- ~~(b) was the result of a planned **interruption**; or~~
- ~~(c) was to prevent unauthorised utilisation;~~

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

- ~~(d) where the **customer** has made a **complaint**, directly related to the reason for the proposed disconnection, to the **retailer, distributor, gas ombudsman** or another external dispute resolution body and the **complaint** remains unresolved;~~
- ~~(e) after 3.00 pm Monday to Thursday;
on a Friday, Saturday, Sunday, **public holiday** or on the day before a **public holiday**.~~

- (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, gas 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, gas ombudsman** or external dispute resolution body,

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

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

(b) during any time:

(i) after 3.00 pm Monday to Thursday; or

(ii) on a Friday, Saturday, Sunday, **public holiday** or on the **day** before a **public holiday**.

(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**;

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

(c) was the result of a planned **interruption**; or

(d) was to prevent unauthorised utilisation.

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 gas, and the **customer** has remedied that breach, and has paid, or made an arrangement to pay, for the gas so obtained,
- the **retailer** must arrange for reconnection of the **customer's supply address**, subject to –
- (d) the **customer** making a request for reconnection; and
 - (e) the **customer** –
 - (i) paying the **retailer's** reasonable charge for reconnection, if any; or
 - (ii) accepting an offer of an **instalment plan** for the **retailer's** reasonable charges for reconnection, if any.
- (2) For the purposes of subclause (1), a **retailer** must forward the request for reconnection to the relevant **distributor** –
- (a) that same **business day**, if the request is received before 3pm on a **business day**; or
 - (b) no later than **3pm on** the next **business day**, if the request is received –
 - (i) after 3pm on a **business day**, or
 - (ii) on a Saturday, Sunday or **public holiday**.

8.2 Reconnection by distributor

- (1) If a **distributor** has disconnected a **customer's supply address** on request by the **customer's retailer**, and the **retailer** has subsequently requested the **distributor** to reconnect the **customer's supply address**, then, subject to the **retailer** complying with any **retail market rules** applicable to that **retailer**, 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** within 2 **business days** of receipt of the request.
- (3) Subclause (2) does not apply in the event of an **emergency**.

**Part 9
NOT USED**

[Note – Part 9 is not used to ensure conformity of numbering with the Code of Conduct for the Supply of Electricity to Small Use Customers.]

Part 10 Information & Communication

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.

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10.2 Historical billing data

- (1) A **retailer** must give a **customer** on request the **customer's** billing data.
- (2) If a **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 **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 **customer's** billing data for 7 years.

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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).

10.4 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 gas (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~~
- ~~(c)~~(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 gas, the **retailer** must –

- (a) give the information to the **customer**, or¹¹
- (b) if the **retailer** cannot practicably provide the information to the **customer**, refer the **customer** to the relevant **distributor** for a response.

Commented [CCK25]: Typographical correction.

10.5A Gas customer safety awareness programme

(1) ~~The A~~ **retailer** must, within 3 months of being subject to this **Compendium**, lodge with the **Authority** a **gas customer safety awareness programme** in accordance with subclause (3).

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(2) ~~The A~~ **retailer** must consult with the **Authority** when preparing the **gas customer safety awareness programme**.

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(3) ~~The A~~ **gas customer safety awareness programme** is to communicate information to **customers** regarding safety in the use of gas and must address, at a minimum, provision of the following information to **customers**:

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- (a) information on the properties of gas relevant to its use by **customers**;
- (b) a notice of the requirement for proper installation and use of approved appliances and equipment;
- (c) a notice of the requirement to use only qualified trade persons for gas connection and appliance and equipment installation;
- (d) the proper procedure for the reporting of gas leaks or appliance or equipment defects; and
- (e) safety procedures to be followed and the appropriate **telephone** number to call in case of **emergency**.

Division 2 – Obligations particular to distributors

10.6 General information

A **distributor** must –

- (a) give a **customer** on request, at no charge; or
- (b) direct the **customer** to a person or class of persons who can provide, the following information –

- (c) information on the **distributor's** requirements in relation to the **customer's** proposed new gas installation, or changes to the **customer's** existing gas installation, including advice about supply extensions;
- (d) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
- (e) advice on facilities required to protect the **distributor's** equipment;
- (f) advice on how to obtain information on protecting the **customer's** equipment;
- (g) advice on the **customer's** gas usage so that it does not interfere with the operation of a distribution system;
- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

10.7 NOT USED

10.8 NOT USED

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 **gas marketing agent, retailer or distributor** under the **Gas Marketing Code** and the **Compendium** is expressed in clear, simple and concise language and is in a format that makes it easy to understand.

10.10 Gas Marketing Code and Compendium

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

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10.12 NOT USED

**Part 11
NOT USED**

[Note – Part 11 is not used to ensure conformity of numbering with the Code of Conduct for the Supply of Electricity to Small Use Customers.]

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; and
 - (c) detail how the **retailer** will handle **complaints** about the **retailer**, **gas 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 **gas ombudsman** or another relevant external dispute resolution body and provide the Freecall **telephone** number of the **gas 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

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(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 **gas 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 **gas 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 **gas marketing agent** reasonably considers to be the appropriate entity to deal with the **complaint** (if known).

Part 13
Record Keeping and Reporting

Division 1—General

13.1—Records to be kept

- (1) ~~Unless expressly provided otherwise, a **retailer, distributor or gas marketing agent** must keep a record or other information that a **retailer, distributor or gas marketing agent** is required to keep by the **Gas Marketing Code** and the **Compendium** 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 of the **Gas Marketing Code**;~~
 - ~~(a) 2.6(3) of the **Gas Marketing Code**;~~
 - ~~(b) 6.10(4);~~
 - ~~(c) 13.2;~~
 - ~~(d) 13.3;~~
 - ~~(e) 13.5; and~~
 - ~~(f) 13.6.~~
- (3) ~~For the purposes of subclause (1), a **distributor** must keep records or other information pursuant to clauses —~~
- ~~(a) 13.8;~~
 - ~~(b) 13.10;~~
 - ~~(c) 13.12; and~~
 - ~~(d) 13.14.~~

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 —~~
- ~~(i) have been issued with a bill outside the timeframes prescribed in clause 4.1, categorised according to the circumstances where the delay is due to fault on the part of the **retailer**, and due to the **retailer** not receiving the required metering data from the **distributor** in accordance with clause 4.1(b)(ii);~~
 - ~~(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) have been disconnected under subclause (v) that were previously the subject of an **instalment plan**;~~
 - ~~(vii) 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**;~~
 - ~~(viii) have been disconnected under subclause (v) while the subject of a **concession**;~~
 - ~~(ix) 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);~~
 - ~~(x) the **retailer** has requested to be reconnected pursuant to clause 8.1(1)(a) that were not reconnected **within the prescribed timeframe**;~~
 - ~~(xi) have been reconnected pursuant to subclause (ix) that were previously the subject of an **instalment plan**;~~
 - ~~(xii) 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**;~~
 - ~~(xiii) have been reconnected pursuant to subclause (ix) and that, immediately prior to disconnection, were the subject of a **concession**;~~
 - ~~(xiv) have lodged security deposits in relation to the **residential customer account**, and~~
 - ~~(xv) 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 clause 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**; 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 — NOT USED

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 **customers**; and
- (b) — **business customer accounts** held by **customers**.

13.7 — NOT USED

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 clause 13.8(1);
 - (ii) — pursuant to clause 8.1(1)(b); and
 - (iii) — pursuant to clause 8.8(1)(c), and
- (b) — the total number of reconnections in subclause (a) not provided **within the prescribed timeframe**.

13.9 — NOT USED

13.10 — Customer Complaints

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

- (a) — the total number of **complaints** received; and
- (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**;
- (d) — the time taken for the appropriate procedures for dealing with the **complaint** 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 — NOT USED

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—NOT USED

13.14—Supporting information

A **distributor** must keep a record of the total number of **delivery points** on the **distributor's** distribution system.

Division 4—Reporting obligations

13.15**13.1** **Preparation of an annual report by retailers and distributors**

A **retailer** and a **distributor** must prepare a report in respect of each **reporting year** setting out the information specified by the Authority.

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) 13.5; and
13.6.

13.2 **Provision of annual report to the Authority by retailers and distributors**

A report referred to in clause 13.1 must be provided to the **Authority** by the date, and in the matter and form, specified by the **Authority**.

13.16—**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 records in clauses—

- (a) 13.8;
- (b) 13.10(1)(a), 13.10(1)(b) and 13.10(1)(e);
- (c) 13.12; and
- (d) 13.14.

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

- (1) ~~The A reports referred to in clauses 13.1 and 13.16 are to~~must 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 and the Authority not less than 7 days before it is published.~~

~~13.18~~ Provision of records to the Authority

~~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.~~

**Part 14
NOT USED**

[Note – Part 14 is not used to ensure conformity of numbering with the Code of Conduct for the Supply of Electricity to Small Use Customers.]