



ABN 20 009 454 111

**Audit Report**  
Perth Energy Electricity Retail Licence Performance  
Audit

**February 2019**

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## Executive Summary

Perth Energy (PE or the licensee) hold an Electricity Retail Licence (ERL10) issued by the Economic Regulation Authority (the ERA) under Sections 7 and 15 of the Electricity Industry Act 2004 (WA) (the Act). The licence enables PE to sell electricity to customers in accordance with the licence conditions.

Section 13 of the Act require PE to provide the ERA with a report by an independent expert on the measures taken by the licensee to meet the performance criteria specified in the licence. In July 2018 PE commissioned Qualeng to carry out the performance audit of their licence compliance (the audit) for the period 1 July 2016 to 30 June 2018.

### THE AUDIT

The audit was conducted through document review and meetings at the PE office.

The audit has been conducted and this report prepared in accordance with the "Authority's Audit and Review Guidelines: Electricity and Gas Licences (April 2014)" (the guidelines).

The evaluation of licence compliance was carried out through an assessment of the control environment, information system, control procedures, supporting documentation and compliance attitude.

### THE REPORT

The report includes:

- (i) a summary of the objectives, the scope of the task and details of this audit,
- (ii) key findings and recommendations from this audit; and
- (iii) separately, a post audit implementation plan prepared by the licensee listing the audit recommendations and the responses and actions proposed by PE. The plan does not form part of the report and is provided separately to complete the documentation.

### LICENSEE'S RESPONSE TO PREVIOUS AUDIT RECOMMENDATIONS

The audit considered the actions taken in response to the previous audit recommendations (for the period 1 July 2013 to 30 June 2016) and confirmed that

all previous audit recommendations had been completed or did not require any further action except for the following:

- the audit could not confirm that the indicated changes regarding timeframes for connection requests had been made to the New Connections Process (opportunity for improvement);
- template responses covering customer rights with respect to bill review / complaints had not been amended;
- evidence of 12 month life support customer validations had not been available for the audit period;
- the website publishing dates of reports, as directed by the ERA, could not be verified; and
- references to the Customer Service Charter were still present in the Standard Form Contract (opportunity for improvement).

## **SUMMARY OF ISSUES AND RECOMMENDATIONS, PERFORMANCE AUDIT**

During the audit the audit team made a number of findings of non-compliance and recommendations:

- inadequate document control of the Standard Form Contract with one version not approved for use by the ERA;
- billing processes do not accurately reflect actual vs. estimated meter readings and need to be updated;
- customer escalation rights not being directly communicated at the outcome of each and every bill review/complaint;
- missing / incorrect acknowledgement dates in the Customer Complaints Register;
- review control process to ensure that licence obligations are complied in a timely fashion;
- not validating / contacting life support customers at 12 months from certification;
- missing financial hardship policy for residential customers;
- not communicating annually PE's obligations to make customer payments;
- improve the response to customers in regard to complaint handling options;
- not retaining evidence of report publishing dates.

The audit team also found the following opportunities for improvement:

- remove the requirement to register details of the life support equipment by customer;
- update the PE website to link to the current version of the 2006 Electricity

Customer Transfer Code;

- review of verifiable consent obtained via email to ensure privacy and confidentiality obligations are adequate;
- update of internal documents to include the timeframe requirements of returning signed non-standard contracts;
- add the timeframe requirements of new connection and reconnection requests to PE documents;
- add the restrictions around shortened billing cycles for residential customers experiencing financial hardship;
- standardise and ensure actual payment terms are consistent with non-standard contracts; and
- update the life support register to show more clearly contact with customers at 12 months and 3 years from certification and reply from customers, allowing removal of customers that have not responded within the minimum allowed time.

## **AUDITOR'S OPINION, PERFORMANCE AUDIT**

On completion of the performance audit, after assessment and testing of the licensee's control environment, risk assessment process, information system, control activities and monitoring, the audit team has formed the opinion that, during the audit period of 1 July 2016 to 30 June 2018, Perth Energy has:

- complied with the licence conditions apart from the non-compliances noted above;
- maintained an adequate control environment to ensure ongoing compliance apart from the non-compliances noted above;
- maintained the integrity of reporting to the ERA and other statutory organisations except for not retaining evidence of publishing reports in the time frames required.

Throughout the audit the licensee's attitude towards compliance was always positive and cooperative.

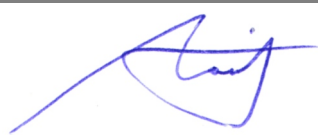
## **POST AUDIT IMPLEMENTATION PLAN**

The audit has resulted, where applicable, in findings and recommendations that require corrective actions by the Licensee.

The recommendations have been listed in the Post Audit Implementation Plan 2018. Responses including actions, responsibilities and dates for completion have been completed by the Licensee.

*This report is an accurate representation of the findings and opinions of the auditors following the audit of the client's conformance to nominated Licence conditions. The audit is reliant on evidence provided by other parties and is subject to limitations due to the nature of the evidence available to the auditor, the sampling process inherent in the audit process, the limitations of internal controls and the need to use judgement in the assessment of evidence. On this basis Qualeng shall not be liable for loss or damage to other parties due to their reliance on the information contained in this report or in its supporting documentation.*

*The Post Audit Implementation Plan is a document prepared by the licensee in response to the recommendations provided by the audit. As it represents the licensee's views and actions it does not form part of the audit.*

Approval				
Representation	Name	Signature	Position	Date
Auditor:	M Zammit		Projects Director, Qualeng	27 February 2019
Auditor:	S Campbell		Lead Auditor, Qualeng	

Ref:	36/14	
Issue Status		
Issue No	Date	Description
1	12 September 2018	Incomplete Draft
2	19 September 2018	First Formal Issue
3	13 December 2018	Reissued with corrections in accordance with review
4	27 February 2019	Reissued with revisions in accordance with review

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## 1 OBJECTIVES AND SCOPE OF AUDIT

### 1.1 BACKGROUND

Perth Energy Pty Ltd (PE or the licensee) retail electricity under the ERL10 Electricity Retail licence (the licence) granted by the Economic Regulation Authority (the ERA) on 30 June 2006 (Licence is at Version 5, 1 July 2015 as of the Audit period).

The licence has been issued under Sections 7 and 15 of the Electricity Industry Act 2004 (WA) (the Act) and enables the licensee to sell electricity to customers in accordance with the licence terms and conditions. The licence has been granted for the area noted in plan ERA-EL-107(B) (corresponding to the SWIS), in Western Australia.

PE has a Network Access Agreement (NAA) in place with Western Power (WP) for the supply of electricity to its customers.

Under the conditions of the licence, PE's systems are subject to independent performance audits at 24 month intervals or some other period as decided by the ERA. The performance audit is an audit of the effectiveness of measures taken by the licensee to meet the performance criteria specified in the licence.

Qualeng has been engaged by PE to conduct the performance audit (the audit) for the period 1 July 2016 to 30 June 2018. The audit has been conducted and this report prepared in accordance with the "Authority's Audit and Review Guidelines: Electricity and Gas Licences (April 2014)" (the guidelines).

### 1.2 AUDIT OBJECTIVES

The purpose of the performance audit is to:

- *Assess the effectiveness of measures taken by the licensee to meet the obligations of the performance and quality standards referred to in the licence.*

### 1.3 AUDIT SCOPE

#### 1.3.1 Scope of Performance Audit

The scope of the performance audit is to audit the systems and the processes to assess their effectiveness in ensuring compliance with the standards, outputs and outcomes required by the licence, in detail:

- Assess the effectiveness of systems and procedures and the adequacy of internal controls;
- Consider performance against standards prescribed in the licence;
- Provide assurance of compliance to systems and procedures, existence of control and system outputs / records;



- Verify completeness and accuracy of performance reporting to the ERA;
- Verify compliance with any individual licence conditions.

In addition, the performance audit will review the actions taken to address the issues and recommendations identified during the previous audit.

## **1.4 AUDIT PERIOD**

The audit covers the period 1 July 2016 to 30 June 2018. The audit was carried out between August and September 2018. The audit follows the previous audit carried out for the period 1 July 2013 to 30 June 2016.

## **1.5 AUDIT METHODOLOGY**

The audit followed the methodology defined in the ERA's guidelines including:

- Review of documentation;
- Preparation of the audit plan, risk assessment and system analysis;
- Fieldwork including the document review and meetings;
- Reporting.

These activities were supported by additional investigations to further clarify aspects of the procedures.

The audit plan was prepared which outlined the objectives, scope, risk assessment, system analysis, fieldwork plan, the report structure, key contacts and auditing staff.

The audit adopted a risk based approach where a preliminary risk and materiality assessment was carried out. The risks resulting from lack of controls (inherent risks) and the strength of existing controls to mitigate the inherent risks were rated and audit priority assigned based on the above. Tests were also defined for each licence condition to assess the compliance and effectiveness of the current process with sampling ranging from review of 100% of documentary evidence supported by interviews of relevant staff and walkthrough of procedures to light sampling of relevant outputs supported by review of procedures and discussion with relevant staff.

## **1.6 LICENSEE'S REPRESENTATION**

Licensee representatives that participated in the audit meetings or were requested to clarify aspects of the licensee's operation were:

From Perth Energy:

- Patrick Peake, General Manager HSEQ, Risk & Compliance
- Aisling Conlon, Manager Business Support
- Yin Heng, Billing Manager.

## 1.7 LOCATIONS VISITED

The following facilities were visited during the audit:

- Perth Energy Pty Ltd office at 221 St Georges Terrace, Level 24, The Forrest Centre, Perth WA 6000.

## 1.8 AUDIT TEAM

A summary of the auditing resources utilised in the performance of the audit is listed below.

Item	Resource	Description	Hours
1	M Zammit	Project Director and Auditor	39
2	S Campbell	Senior Engineer / Lead Auditor, Document Reviewer and Verifier	64
3	Support staff	Document control	-

## 1.9 KEY DOCUMENTS AND INFORMATION

Main documents accessed by the auditors are listed in Appendix A.

## 1.10 LIMITATIONS AND QUALIFICATIONS

An audit provides a reasonable level of assurance on the effectiveness of control procedures, however there are limitations due to the nature of the evidence available to the auditor, the sampling process inherent in checking the evidence, the limitations of internal controls and the need to use judgement in the assessment of evidence.

As noted above, due to the sampling process, the nature of the evidence available to the auditor, the limitations of internal controls and the need to use judgement in the assessment of evidence there are limitations in the level of accuracy that can be obtained in the audit and errors and non-compliances may remain undetected.

The Post Audit Implementation Plan (PAIP) is a document prepared by the licensee in response to the recommendations provided by the audit. As it represents the licensee's views and actions it does not form part of the audit and is provided separately in accordance with the guidelines.

## 1.11 ABBREVIATIONS

Act	Electricity Industry Act 2004 (WA)
AEMO	Australian Energy Market Operator
AS	Australian Standard
Authority	Economic Regulation Authority

CEO	Chief Executive Officer
CMP	Crisis Management Plan
CTR	Customer Transfer Request
Code of Conduct	Code of Conduct for the Supply of Electricity to Small Use Customers
DB	Database
DMS	Document Management System
EC	Effectiveness Criteria
ERA	Economic Regulation Authority
ESA	Electricity Supply Agreement
FY	Financial Year
guidelines	ERA's Audit and Review Guidelines: Electricity and Gas Licences (April 2014)
HR	Human Resources
KPI	Key Performance Indicator
NA	Not Applicable
NAA	Network Access Agreement
NMI	National Meter Identifier
NP	Not Performed
NR	Not Rated
OFI	Opportunity for Improvement
OHSE	Occupational Health, Safety and Environmental
PAIP	Post Audit Implementation Plan
PE	Perth Energy Pty Ltd
SLA	Service Level Agreement
SWIS	South West Interconnected System
WP	Western Power
YTD	Year to Date

## 2 KEY FINDINGS AND RECOMMENDATIONS

### 2.1 LICENSEE'S RESPONSE TO PREVIOUS AUDIT RECOMMENDATIONS

Table 1 – Previous Audit Non-Compliances and Recommendations shows the previous audit (2016) findings and recommendations, proposed actions by the licensee, dates and responsibility, updated status if available and verification of actions carried out in the current audit.

**Table 1 – Previous Audit Non-Compliances and Recommendations**

Table of Previous Non Compliances and Audit Recommendations				
A Resolved before end of previous audit period				
Reference (No./ year)	Compliance rating/Legislative Obligation/details of the issue	Auditors' Recommendation	Date Resolved	Further action required (Yes/No/Not Applicable) & Details of further action required including current recommendation reference if applicable
	Nil			
B Resolved during current audit period				
Reference (No/ Year)	(Compliance rating/ Legislative Obligation / Details of the issue)	Auditors' Recommendation or action taken	Date resolved	Further action required (Yes/No/Not Applicable) Details of further action required including current recommendation reference if applicable
1/2016	<p>235</p> <p>Lic Ref: C5.1, Code of Conduct clause 7.7(1)</p> <p>Where a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment, the retailer must comply with subclause 7.7(1).</p> <p>► The register does not include details of the life support equipment required by each customer, as per the registration form requirements. Accordingly, the audit could not confirm</p>	<p>1/2016 Ensure the life support register is fully compliant with the revised Code of Conduct, effective 1 July 2016.</p> <p>Action: The life support register has been revised to include life support equipment details.</p>	2/03/2017	No

	that these details were being maintained, despite being requested from customers.			
2/2016	<p><b>236</b></p> <p><b>Lic Ref: C5.1, Code of Conduct clause 7.7(2)</b></p> <p>Where a customer registered with a retailer under subclause 7.7(1) notifies the retailer of a change of the customer's supply address or contact details the retailer must undertake the actions specified in subclause 7.7(2).</p> <p>► There is no documented process to notify Western Power (WP) of changes to the register in the timeframes required by the Code.</p>	<p>[OFI] Document process to ensure Western Power (WP) is notified of additions / changes to the life support equipment register as per Code timeframes.</p> <p>Action: A Life Support Customer Procedure has been developed and documents the scenarios and processes that will ensure Western Power is notified via the stipulated channels when there are any changes to the Life Support Register.</p>	16/03/2017	No
3/2016	<p><b>16, 23, 118, 132, 143, 171, 281</b></p> <p><b>Lic Ref: C5.1, Electricity Industry Customer Transfer Code clause 3.9(1)</b></p> <p>A retailer may only use data relating to a contestable customer to provide a contestable customer with a quotation for the supply of electricity by the retailer to the contestable customer or to initiate a transfer in relation to the contestable customer.</p> <p>► The Perth Energy Information Security Policy has inadequate document control.</p>	<p>[OFI] Review document control in accordance with PE's Document Control Procedure as part of the current work in progress.</p> <p>Action: Document control measures have been further developed and implemented with the use of a document control sheet. A document control sheet has been added to the Information Technology Policy (previously known as the Information Security Policy) as part of PE's document control procedure. In addition, the policy has been updated in March 2017 to include mention and reference to the Privacy Policy and handling data relating to a contestable customer.</p>	22/07/2016	No
4/2016	<p><b>78</b></p> <p><b>Lic Ref: C5.1, Electricity Industry (Customer Contracts) Regulations 2005</b></p> <p>Where the licensee supplies electricity under a standard form contract, the standard form contract must comply with the licensee's approved standard form contract on the Authority's website.</p>	<p>PE to confirm differences between the two published versions of Standard Form Contract and ensure the Authority publishes and approves the most recent Standard Form Contract, as published on the PE website. Confirm procedures are in place to advise and have approved by</p>	21/12/2016	No

	<p>► The version of Standard Form Electricity Contract published on the PE website may not be the Authority approved Standard Form Electricity Contract.</p>	<p>the Authority any and all changes to the Standard Form Contract.</p> <p>Action: Perth Energy has communicated to the ERA the differences between the two Standard Form Contracts in October 2016, and have ensured that the same document published on the ERA website is also published on the Perth Energy website (completed December 2016 as advised by ERA). In addition, future changes to the Standard Form Contracts will be managed via the internal document control procedure before being submitted to the ERA for approval for publishing on Perth Energy website.</p>		
5/2016	<p>84, 86, 89, 90, 94, 96, 98</p> <p>Lic Ref: C5.1, Electricity Industry (Customer Contracts) Regulations 2005, regulation 10</p> <p>A nonstandard contract must prohibit the customer from tampering with or bypassing network equipment or allowing any other person to do so.</p> <p>► The non-standard contract does not explicitly include provisions relating to this Regulation.</p>	<p>Update the Schedule to Electricity Supply Agreement, Standard Terms and Conditions for compliance with the Regulations.</p> <p>Action: The Schedule to the Electricity Supply Agreement has been revised to include a new clause (4.7. Non-interference with Network Equipment) that specifies the provisions.</p>	6/02/2017	No
6/2016	<p>100, 130</p> <p>Lic Ref: C5.1, Electricity Industry (Customer Contracts) Regulations 2005, regulation 38</p> <p>Where the licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must, within 5 days after becoming aware notify the customer of the specified information.</p>	<p>[OFI] Include, as part of the change of entity process, references to scenarios under which the standard form contract applies. Also refer to the 5 business day notification requirement of the Regulations.</p>	03/2017	No
7/2016	<p>► The audit found that PE may not, under certain circumstances, be aware (and inform customers) that the standard form contract</p>	<p>Ensure customers are made aware that until they sign a non-standard contract; the standard form contract is in force and will be used for any interim electricity consumption, should they decide to transfer to another retailer. This information could be added to the existing Small Use Customer Information</p>		

	is in effect, albeit for a short duration.	<p>Pack.</p> <p>Action: The Change of Entity process (now the Change of Ownership Process) has been reviewed and updated as necessary. The Standard Form Contract will apply by default in any scenario where there isn't a current Perth Energy Contract. Customer correspondence as part of this process has also been updated to reflect the changes. The Small Use Customer Information Pack has also been updated to include information regarding the Standard Form Contract.</p>		
8/2016	<p>132</p> <p><b>Lic Ref: C23.1, Code of Conduct clause 2.3(1)</b></p> <p>A retailer or electricity marketing agent must ensure that non-standard contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.3(1).</p>	<p>Improve systems to recall (from archive if necessary) signed copies of non-standard contracts.</p>	10/2016	No
9/2016	<p>agent must ensure that non-standard contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.3(1).</p> <p>► Verifiable consent for a customer was requested, but unable to be located for the audit.</p>	<p>(OFI) Contract files could be subject to regular (e.g. annual) internal audits to confirm compliance.</p> <p>Action: Verifiable consent is now included as part of our yearly audit process.</p>		
10/2016	<p>131, 133</p> <p><b>Lic Ref: C23.1, Code of Conduct clause 2.3(2)</b></p> <p>A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract.</p> <p>► Through discussion with the licensee staff and review of documentation no evidence was found to show that general information on the safe use of electricity was given to customers (or how customers may obtain this information) before entering into non-standard</p>	<p>Add general information on the safe use of electricity to the Small Use Customer Information Pack.</p> <p>Action: Perth Energy has contacted EnergySafety and has updated the Small Use Information Pack to include safety information.</p>	19/01/2017	No

	contracts.			
11/2016	<p><b>144, 243</b></p> <p><b>Lic Ref: C5.1, Code of Conduct clause 3.1(2)</b></p> <p>Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.</p> <p>► The PE process for new connections does not reference the submission time requirements of this clause.</p>	<p>[OFI] The specific requirements regarding time frames could be addressed as part of PE sales procedures.</p> <p>Action: This specific requirement regarding timeframes is now specified in the New Connections Process.</p>	2/03/2017	<p>Yes – The audit could not confirm that the indicated changes have been made to the New Connections Process as indicated.</p> <p>Refer Opportunity for Improvement 7.</p>
12/2016	<p><b>172, 300</b></p> <p><b>Lic Ref: C5.1, Code of Conduct clause 4.16(1)(a)</b></p> <p>If a review of a bill has been conducted and the retailer is satisfied that the bill is correct, the retailer may require a customer to pay the unpaid amount; must advise the customer that the customer may request the retailer to arrange a meter test in accordance with the applicable law; and 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.</p> <p>► It does not appear that PE specifically reiterates the options available to customers with respect to meter testing and complaint handling in reply to each and every bill review.</p>	<p>Include a template response covering Code requirements at the outcome of each and every bill review / complaint where no error is discovered. Ensure customers are made aware that they have the right to have their complaint considered internally by a senior PE employee and at their discretion, externally by the Ombudsman.</p> <p>Action: The Bill Review Process has been updated along with a template response created that covers Code requirements.</p>	2/03/2017	<p>Yes – Confirm that template responses cover code requirements as intended. This could not be verified as part of the audit evidence requested.</p> <p>Refer Recommendation 10.</p>
13/2016	<p><b>174, 301</b></p> <p><b>Lic Ref: C5.1, Code of Conduct clause 4.16(2)</b></p> <p>The retailer must inform a customer of the outcome of the review of a bill as soon as practicable.</p>	<p>[OFI] Examine and update if necessary the procedure for completing all dates associated with the Customer Complaints Register (ensure information is both accurate and complete).</p>	2/03/2017	No
14/2016	<p>► Although the acknowledgement date for</p>	<p>[OFI] Include the 10 and 20 day acknowledgement and response</p>		



	<p>an original enquiry is missing from the Complaints Registers and the date received of 1 Apr 2015 seems different to the dates of the emails audited, response times were Code compliant.</p>	<p>timeframe requirements in the Complaints Decision Process.</p> <p>Action: The Complaint Handling Procedure has been updated to cover Code requirements. It is also made available on our website.</p>		
15/2016	<p>187</p> <p><b>Lic Ref: C5.1, Code of Conduct clause 5.1</b></p> <p>The due date on the bill must be at least 12 business days from the date of that bill. Unless a retailer specifies a later date, the date of dispatch is the date of the bill.</p>	<p>Update billing systems to ensure actual payment terms are consistent with what has been agreed with each customer.</p>	2/03/2017	No
16/2016	<p>The PE "Electricity Supply Agreement: Application and Commercial Terms", being part of the non-standard contract, has a provision for a Payment Due Date that amends the requirements of this obligation on a per customer basis, however, we understand for standard customers 12 business days is offered.</p> <p>► Bill Statement No. 2046793, 25 Jul 14 allowed for 10 business days from the date of the bill – this falls short of the default 12 business days offered.</p> <p>► Bill Statement No. 2061905, 25 Jun 15 allowed for 12 business days from the date of the bill – this complies with the default 12 business days offered.</p> <p>► PE's Billing Procedures Overview does not reference due date requirements.</p>	<p>Reflect requirements in the Billing Procedures Overview document.</p> <p>Action: The Billing Procedure has been updated to reference due date requirements.</p>		
17/2016	<p>188</p> <p><b>Lic Ref: C5.1, Code of Conduct clause 5.2</b></p> <p>A retailer must offer the following specified minimum payment methods: in person at one or more payment outlets located within the Local Government District of the customer's supply address; by mail; for residential customers, by Centrepay; electronically by means of BPay or credit card; and by telephone by</p>	<p>[OFI] Include direct debit as a payment option on bill templates.</p> <p>Action: The invoice email template includes a link to a Payment Methods PDF that details available payment options including direct debit. This information is also available on the PE website and MyAccount website.</p>	19/10/2017	No

	<p>means of credit card.</p> <ul style="list-style-type: none"> <li>▶ As part of the non-standard contract, the "Small Use Customer Information Pack" amends the requirements of this obligation, restricting payment methods to electronic funds transfer, cheque and direct debit.</li> <li>▶ Although direct debit is offered, this is not found on bills.</li> </ul>			
18/2016	<p><b>240</b></p> <p><b>Lic Ref: C5.1, Code of Conduct clause 7.7(6)</b></p> <p>A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the manner and circumstances specified in subclause 7.7(6).</p> <ul style="list-style-type: none"> <li>▶ The letter template used to update life support details at 12 months does not allow for requesting re-certification every 3 years.</li> <li>▶ PE is not currently using the letter template for updating life support details – customers are not being contacted at 12 months in accordance with Code requirements.</li> <li>▶ The life support register does not include details on customer anniversary date (for a letter to be sent out within the window required by the Code) and re-certification date (so it is known when re-certification details must be requested).</li> </ul>	<p>Contact life support customers at 12 months in accordance with Code requirements. This process could be assisted by including both the customer's anniversary and re-certification dates as part of the life support register.</p> <p>Action: The Life Support Procedure and related letter templates have been reviewed and updated as required.</p>	2/03/2017	<p>Yes – It is unclear how PE manage 12 month customer notifications differently to three yearly notifications, as per Procedure for Life Support Customers. Ensure that 12 month customer validations are occurring in compliance with the Code.</p> <p>Refer Recommendation 14.</p>
19/2016	<p><b>241</b></p> <p><b>Lic Ref: C5.1, Code of Conduct clause 7.7(7)</b></p> <p>A retailer or a distributor must remove the customer's details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).</p> <ul style="list-style-type: none"> <li>▶ The schedule of Standard Terms and Conditions does not explicitly require for a person no longer requiring life support equipment to</li> </ul>	<p>[OFI] Amend Schedule of Standard Terms and Conditions such that customers are obligated to advise PE in writing when a person no longer requires life support equipment.</p> <p>Action: The Schedule has been revised (see clause 4.3. Life Support Agreement) to advise customers of their obligation to inform PE in writing in the event a person no longer requires life</p>	6/02/2017	No

	advise PE.	support equipment.		
20/2016	<p>► Evidence of the one removal from the life support register was outside the audit period; however, it did not appear that this was confirmed by the customer in writing.</p> <p>► The PE life support register only records date removed as month and year.</p>	<p>[OFI] Update life support register to include the full date of removal as evidence to ensure compliance with Code timeframes.</p> <p>Action: The Life Support Register has been updated to include the date of removal to ensure compliance.</p>	2/03/2017	No
21/2016	<p>281</p> <p><b>Lic Ref: C5.1, Code of Conduct clause 10.4</b></p> <p>Upon request and at no charge, a retailer must provide a customer with general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.</p> <p>► The PE Account Management Procedure has inadequate document control and includes references to Code requirements not applicable to PE.</p>	<p>[OFI] Review PE Account Management Procedure and remove irrelevant references, such as those that only apply to retailers with residential customers.</p> <p>Action: A document control sheet has been added to the PE Account Management Procedure, and relevant updates as required have been made.</p>	2/03/2017	No
22/2016	<p>92, 299</p> <p><b>Lic Ref: C5.1, Code of Conduct clause 12.1(2)</b></p> <p>The complaints handling process under subclause 12.1(1) must comply with the requirements specified in subclauses 12.1(2)(a), (b) and (c) and be made available at no cost.</p> <p>► The Schedule of Standard Terms and Conditions and Small Use Customer Information Pack (non-standard contract) do not refer to ASO ISO 10002-2006 or PE's Complaints Decision Process.</p>	<p>Finalise and include, in the non standard contract, the right of a customer to have their complaint considered by a senior PE employee, the information that will be provided to a customer and the method of response in the Complaints Decision Process.</p> <p>Action: The Complaint Handling Procedure has been updated to cover Code requirements. It is also made available on our website.</p>	2/03/2017	No
23/2016	<p>► The standard and non-standard contracts do not refer to the right of a customer to have their complaint considered by a senior PE employee, the information that will be provided to a customer and the method of response.</p>	<p>Refer to the Complaints Decision Process and ASO ISO 10002-2006 in the non-standard form contract.</p> <p>Action: The Schedule to the Electricity Supply Agreement (non-standard contract) has been revised to include a new</p>	6/02/2017	No

		clause (23.11. Complaints procedure).		
24/2016	<b>307</b> <b>Lic Ref: C5.1, Code of Conduct clause 13.3</b> The report specified in clause 13.1 must be published by the date specified by the Authority. In accordance with clause 13.3(2), a report is published if: <ul style="list-style-type: none"> <li>- copies of it are available to the public without cost, at places where the retailer or distributor transacts business with the public; and</li> <li>- a copy of it is posted on the retailer or distributor's website.</li> </ul> <ul style="list-style-type: none"> <li>▶ A request to publish the 2013 report was made on 27 Sep 2013 and actioned the same day.</li> <li>▶ A request to publish the 2014 report was made on 6 Feb 2015, outside of the 1 Oct 2014 requirement.</li> <li>▶ The 2015 report was published in June 2016.</li> </ul>	Amend internal processes to ensure that website publishing dates are as per Code requirements. As part of this, ensure evidence of website publishing dates is maintained for auditing / compliance purposes.  Action: All website change requests are now logged with clear work instructions regarding publish date for approved documents as advised by ERA. The new website CMS (from August 2016) includes version control as well.	12/2016	Yes – The audit could not confirm that publishing dates were entirely Code compliant. Evidence presented did not confirm the new website CMS version control system is in operation as indicated.  Refer Recommendation 18.
25/2016	<b>Retail Licence condition 15.2</b> A licensee must, unless otherwise notified in writing by the Authority, review the customer service charter within the timeframe specified, and submit to the Authority the results of that review within 5 days after it is completed. <ul style="list-style-type: none"> <li>▶ The Authority has removed the requirement for electricity and gas retailers and distributors to produce and review a customer service charter. It is noted that reference to the customer service charter is still made on the Perth Energy Website and their bills in the additional information section. (OFI)</li> </ul>	[OFI] Remove any remaining references to the Customer Service Charter throughout all current PE documents. Examples include: Account Management Procedure, Billing Procedures Overview and Standard Form Contract. (Was 4/2013)  Action: Perth Energy has reviewed the following documentation to ensure that reference to the Customer Service Charter is removed: <ul style="list-style-type: none"> <li>- All operational procedures</li> <li>- New Standard Form Contract (not the current published version)</li> <li>- Schedule to Electricity Supply Agreement: Terms &amp; Conditions</li> </ul>	01/2017	Yes – [OFI] Remove references to the Customer Service Charter from the Standard Form Contract.

C Unresolved at end of current audit period			
Reference (No/ Year)	(Compliance rating/ Legislative Obligation / Details of the issue)	Auditors' Recommendation	Further action required (Yes/No/Not Applicable) Details of further action required including current recommendation reference if applicable
	Nil		

## 2.2 AUDIT SUMMARY

The performance audit summary is provided in this section.

### 2.2.1 Performance Audit Compliance Summary

The performance audit is summarised below in Table 2. The table lists the compliance rating for each licence condition using the two-dimensional rating scale described in Table 3.

Each obligation is rated for both the adequacy of existing controls and the compliance with the relevant licence obligation.

**Table 2: Audit Obligation Ratings**

Compliance Licence Condition	Compliance Licence Condition	Audit Priority Applied (1=Highest 5=Lowest)	Adequacy of Controls Rating (Refer to the 4-point rating scale in Table 3 for details) (NP = Not Performed)					Compliance Rating (Refer to the 4-point rating scale in Table 3 for details)			
			A	B	C	D	NP	1	2	3	4
2	Grant of licence	5	✓					✓			
3	Term	5	✓					✓			
4	Fees	5	✓					✓			
5	Compliance	4		✓					✓		
6	Transfer of licence	5					NR				
7	Cancellation of licence	5					NR				
8	Surrender of licence	5					NR				
9	Renewal of licence	5					NR				
10	Amendment of licence (licensee)	5					NR				

Compliance Licence Condition	Compliance Licence Condition	Audit Priority Applied (1=Highest 5=Lowest)	Adequacy of Controls Rating (Refer to the 4-point rating scale in Table 3 for details) (NP = Not Performed)					Compliance Rating (Refer to the 4-point rating scale in Table 3 for details)			
			A	B	C	D	NP	1	2	3	4
11	Amendment of licence (Authority)	5					NR				
12	Accounting records	4	✓					✓			
13	Individual performance standards						NA				
14	Performance audit	4	✓					✓			
15	Reporting a change in circumstances	4					NR				
16	Provision of information	5	✓					✓			
17	Publishing information	5					NR				
18	Notices	5	✓					✓			
19	Review of the Authority's decisions	5					NR				
20	Asset Management System						NA				
21	Approved Scheme	5	✓					✓			
22	Determination of Default Supplier						NA				
23	Marketers	4					NR				
24	Customer Contracts	4					NR				
25	Amending the Standard Form Contract	4		✓					✓		
26	Directions by the Authority	5					NR				
27	Supplier of Last Resort						NA				
28	Notification of Default Supply	5					NR				
29	Priority Restoration Register						NA				

Note: Where obligations have not been rated (NR), reasons for the lack of rating are provided in Table 4 - Performance Audit Observations, Findings and Recommendations.

**Table 3: Audit compliance and controls rating scales**

Performance audit compliance and controls rating scales	
Adequacy of Controls Rating	
Rating	Description
A	Adequate controls – no improvement needed
B	Generally adequate controls - some improvement needed
C	Inadequate controls - significant improvement required
D	No control evident
Compliance Rating	
Rating	Description
1	Compliant
2	Non-compliant– minor impact on customers or third parties
3	Non-compliant – moderate impact on customers or third parties
4	Non-compliant – major impact on customers or third parties

## 2.3 OBSERVATIONS AND FINDINGS

The observations and findings of the performance audit are reported in Table 4.

The tables include all findings, observations and recommendations and rate PE's overall compliance and adequacy of controls for each licence obligation in accordance with the Authority's requirements. The guidelines rating definitions are reproduced in Table 3 for the performance audit.

In regard to the performance audit, where appropriate or where the compliance obligation has been rated as C, D, 2, 3 or 4 recommendations are made to address the issue(s) that have resulted in that rating. Optionally, recommendations to address opportunities for improvement (for items rated A, B or 1) may also be included in the audit report.

The licensee's corrective actions are included in the separate Post Audit Implementation Plan (PAIP).

## 2.4 PERFORMANCE AUDIT FINDINGS AND OBSERVATIONS

Key findings and recommendations arising from the performance audit are listed against their licence obligation in the following table.

### KEY TO FINDINGS AND RECOMMENDATIONS

Key	Description
►	Finding / Non-compliance
1. Text	Recommendations
[OFI]	Opportunity for Improvement

Key	Applicable	Description
Licence Grant Date		The licence was granted on the 30 June 2006.
Start of operation		As above



**Table 4 - Performance Audit Observations, Findings and Recommendations**

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
L1	CI 2	<b>Grant of Licence</b> The licensee is granted a licence for the licence area to sell electricity to customers in accordance with the terms and conditions of this licence.	The licensee has identified licence boundaries which correspond to licence information. There has been no change in licence boundaries during the audit period. The licensee is retailing electricity in accordance with the conditions of the licence.	5	A	1	
L2	CI.2 (Sch1)	<b>Licence Area</b> The licence area is the area as set out in plan ERA-EL-107(B)	The licensee has identified the licence area and the licence boundaries which correspond to the licence information.	5	A	1	
L3	CI 3	<b>Term</b> Licence commences on the commencement date (30 June 2006) and continues until the earlier of: (a) the cancellation of the licence (clause 7) (b) surrender of licence (clause 8) (c) expiry (29 June 2021)	The licence has been maintained during the audit period. There have been no changes to the licence such as cancellation, surrender or expiry during the audit period.	5	A	1	
L4	CI 4.1	<b>Fees</b> Standing charges: assessment and payment ERA (Licensing Funding) Regulations 2014 clause 8(2) The amount specified in the notice is payable to the Authority within 30 days after the day on which the notice was issued.	EVIDENCE of payment has been viewed: <ul style="list-style-type: none"> <li>Payment by PE of ERA 101285 on 12 Oct 2017.</li> <li>Payment by PE of ERA 101361 on 7 Dec 2017.</li> </ul>	5	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
<b>Section 8 - Type 1 Reporting Obligations for all Licence Types</b>							
234.	CI 5	Code of Conduct clause 7.6 Subject to subclause 7.6(3), a retailer or distributor must comply with the limitations specified in subclauses 7.6(1)-(2) when arranging for disconnection or disconnecting a customer's supply address.	<p>No disconnections were made by Perth Energy (PE) while a complaint was active or in progress during the audit period.</p> <p>Of the examples reviewed, disconnections (generally for non-payment) were made either before a complaint had been officially lodged or after the complaint had been considered officially closed.</p> <p>PE suppresses the account while a complaint is in progress to prevent disconnection from occurring.</p> <p>The Account Management Procedure refers to this clause directly.</p> <p>(EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018)</p> <p>(EVIDENCE: PE Account Management Procedure)</p>	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
235.	CI 5	Code of Conduct clause 7.7(1) If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment, the retailer must comply with subclause 7.7(1).	<p>PE maintains a register of customer supply addresses and contact details associated with life support requirements.</p> <p>The Schedule of Standard Terms and Conditions specifically refers to Life Support Equipment.</p> <p>Customers are obligated to notify PE of a person's life support contact details (with medical practitioner substantiation) and when they no longer reside at the site.</p> <p>Customers requiring life support complete a life support equipment registration form, which includes an area where customers must nominate their life support equipment type.</p> <p>The 2016 Code of Conduct no longer requires retailers to register the life support equipment of the customer.</p> <p>► The register includes details of the life support equipment required by each customer, as per the registration form requirements. The 2016 Code of Conduct no longer requires retailers to register the life support equipment of the customer.</p> <p>(EVIDENCE: Perth Energy Life Support Register) (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: Procedure for Life Support Customers)</p>	4	A	1	1. [OFI] Remove from the life support register and Procedure for Life Support Customers, the requirement to register details of the life support equipment by customer.

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
236	CI 5	Code of Conduct clause 7.7(2) A retailer must undertake the actions specified in subclauses 7.7(2)(e)-(g), if a customer registered with a retailer under subclause 7.7(1) notifies the retailer: <ul style="list-style-type: none"> <li>that the person requiring life support equipment is changing supply address;</li> <li>that the customer, but not the person requiring life support equipment, is changing supply address;</li> <li>of a change in contact details; or</li> <li>that the address no longer requires registration as life support equipment address.</li> </ul>	Code requirements are covered by PE's Procedure for Life Support Requirements. Not Rated - There was no evidence of a change in life support equipment requirements presented for the audit period.. (EVIDENCE: Procedure for Life Support Customers)	5	A	NR	
257.	CI 5	Code of Conduct clause 9.5(1) If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the supply address requires life support equipment, a retailer must not provide a pre-payment meter service in that address; or, if applicable, comply with the prescribed requirements in subclauses 9.5(1)(a)-(c).	Not Applicable Pre-payment meters are not used by PE.	NA	NA	NA	
<b>Section 9 - Electricity Industry Customer Transfer Code – Licence Conditions and Obligations</b>							

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
6.	CI 5	Electricity Industry Customer Transfer Code clause 3.2(2) A retailer must submit a separate data request for each connection point, unless otherwise agreed.	All data requests must be made by NMI (or each exit point) – there is no alternative when making data requests. ► The Electricity Industry Customer Transfer Code (2004) linked on the PE website is out of date – current version is 2006.	4	A	1	2. [OFI] Update the PE Website link to the current version 2006 Electricity Industry Customer Transfer Code.
7.	CI 5	Electricity Industry Customer Transfer Code clause 3.4(1) A retailer must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day, unless otherwise agreed.	The electronic WP system is the only system used for data requests – it limits the number of requests per day to 20, unless allowed or overridden by WP on request.	4	A	1	
8.	CI 5	Electricity Industry Customer Transfer Code clause 3.5(3) A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the network operator provides the historical consumption data.	Verifiable consent is sought and maintained through a Request for Electricity Supply form. There were no examples of verifiable consent being withdrawn by customers during the audit period. (EVIDENCE: Perth Energy Form – Request for an Electricity Supply Proposal)	4	A	NR	
9.	CI 5	Electricity Industry Customer Transfer Code clause 3.6(2) A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a request for historical consumption data that has been subsequently withdrawn.	There were no examples of verifiable consent being withdrawn by customers during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
16.	CI 5	Electricity Industry Customer Transfer Code clause 3.9(1)  A retailer may only use data relating to a contestable customer to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer.	PE has in place a privacy policy and information technology policy.  In addition, employees are bound by confidentiality agreements.  (EVIDENCE: Customer Privacy and Data Release Procedure) (EVIDENCE: Data Breach Management Procedure) (EVIDENCE: Perth Energy Privacy Policy) (EVIDENCE: Perth Energy Information Technology Policy)	4	A	1	
17.	CI 5	Electricity Industry Customer Transfer Code clause 3.9(2)  A retailer must not aggregate a contestable customer's historical consumption data with that of other contestable customers for the purposes of internal business development, if requested not to do so by the customer.	PE did not aggregate contestable customer data for internal business development during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
18.	CI 5	Electricity Industry Customer Transfer Code clause 3.9(3) A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.	<p>Evidence of verifiable consent was provided but not using PE's form "Request for an Electricity Supply Proposal".</p> <p>Disclosure of a contestable customer's data to third parties is as per the verifiable consent provided by customers under the Request for an Electricity Supply Proposal form. This includes a statement with respect to confidentiality. PE also have customer privacy policies in place.</p> <p>PE disclose contestable customer data only as per the requirements of obligation 16.</p> <p>► PE no longer exclusively use their Request for Electricity Supply Proposal form when obtaining verifiable consent – instead, this is through written email communication with potential customers. This email does not specifically refer to the release of confidential information and the PE privacy policy.</p> <p>(EVIDENCE: Perth Energy Form – Request for an Electricity Supply Proposal)</p> <p>(EVIDENCE: Customer verifiable consent email, 10/01/17)</p> <p>(EVIDENCE: Customer Privacy and Data Release Procedure)</p> <p>(EVIDENCE: Perth Energy Privacy Policy)</p>	4	B	1	3. [OFI] Review the usage of email only verifiable consent with respect to confidentiality and privacy declarations, as per the current Request for an Electricity Supply Proposal form.

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
19.	CI 5	Electricity Industry Customer Transfer Code clause 3.9(4) A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	PE retains copies of all verifiable consent received for at least two years in an electronic format.  (EVIDENCE: Customer verifiable consent email, 24/05/16)	4	A	1	
23.	CI 5	Electricity Industry Customer Transfer Code clause 4.2(2) A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed.	All customer transfer requests must be made via Gentrack by NMI (or each exit point) – there is no alternative when using Gentrack.  ► The "New Gentrack Account & Electricity Customer Transfer" document has inadequate document control.  (EVIDENCE: New Gentrack Account & Electricity Customer Transfer)	4	B	1	4. [OFI] Ensure adequate document control in "New Gentrack Account & Electricity Customer Transfer" for better consistency across PE's internal processes and code compliance.
24.	CI 5	Electricity Industry Customer Transfer Code clause 4.3 A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer which submitted the customer transfer request or to reverse an erroneous transfer.	All customer transfer requests must be made via Gentrack and are governed by the requirements of the system; this is a required field.	4	A	1	
25.	CI 5	Electricity Industry Customer Transfer Code clause 4.4(1) A retailer may only submit a customer transfer request if it has an access contract for the network, unless it is to reverse an erroneous transfer.	PE has in place a valid access contract with WP.	4	A	1	



Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
26.	CI 5	Electricity Industry Customer Transfer Code clause 4.4(2) A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	Not Rated – No erroneous transfer reversals were requested during the audit period.	4	NP	NR	
27.	CI 5	Electricity Industry Customer Transfer Code clause 4.5(1) A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.	Gentrack is the only system used for Customer Transfer Requests (CTR) – by design; it limits the maximum number of CTRs that can be lodged each day.	4	A	1	
28	CI 5	Electricity Industry Customer Transfer Code clause 4.6(3) A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	Verifiable consent is sought and maintained through non-standard contracts. These are checked prior to any CTRs being lodged with WP. There were no examples of verifiable consent being withdrawn by customers during the audit period.	4	A	NR	
29.	CI 5	Electricity Industry Customer Transfer Code clause 4.7 A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	All customer transfer requests must be made via Gentrack – the system will reject CTRs outside of the specified timeframes.	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
30.	CI 5	Electricity Industry Customer Transfer Code clause 4.8(2) A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	There were no examples of a CTR being withdrawn and incurring costs during the audit period.	4	NP	NR	
34.	CI 5	Electricity Industry Customer Transfer Code clause 4.9(6) A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	As required by the circumstances of CTRs, PE works with WP on changes to nominated transfer dates.	4	A	1	
39.	CI 5	Electricity Industry Customer Transfer Code clause 4.11(3) A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	Not Rated – All meters read on the nominated transfer date during the audit period.	4	NP	NR	
40.	CI 5	Electricity Industry Customer Transfer Code clause 4.12(3) The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	Not Rated - No changes to the access contract made as per the requirements of this clause.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
43.	CI 5	Electricity Industry Customer Transfer Code clause 4.15  In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and, if applicable, AEMO) must act in good faith to ensure that the affected contestable customer has the same rights and obligations as if the erroneous transfer had not occurred.	As these situations arise, PE aim to leave customers as unaffected as possible.  A review of PE's Customer Complaints Registers over the audit period did not have evidence to suggest that customer rights and obligations were not being observed.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018)	4	A	1	
44.	CI 5	Electricity Industry Customer Transfer Code clause 4.16  A verifiable consent given by a contestable customer in relation to the lodgement of a customer transfer request must be retained by the incoming retailer for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	PE retains copies of all verifiable consent received for at least two years.	4	A	1	
45.	CI 5	Electricity Industry Customer Transfer Code clause 4.17  A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	Billing ceases once meter reads from WP stop being received by PE, which occurs as soon as a CTR is processed.	4	A	1	
48.	CI 5	Electricity Industry Customer Transfer Code, clause 5.2  A network's communication rules apply in respect of data and information communication between the network operator and a retailer under this Code.	Communication rules are part of standard PE team training.  No breaches noted during the audit period.	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
48A	CI 5	Electricity Industry Customer Transfer Code, clause 6.1  All notices must be in writing and delivered as described in subclauses 6.1(a)-(c).	All notices are provided from PE to WP electronically.	5	A	1	
49.	CI 5	Electricity Industry Customer Transfer Code clause 6.2  A licensee's notice in relation to a data request or customer transfer request must identify the connection point to which it relates.	All customer transfer or data requests must be made via Gentrack by NMI (or each exit point) – there is no alternative when using Gentrack.	4	A	1	
52.	CI 5	Electricity Industry Customer Transfer Code clause 6.4(1)  A retailer must notify its contact details to a network operator within three business days of a request.	Not Rated – There were no requests made by WP for PE's contact details.	4	NP	NR	
53.	CI 5	Electricity Industry Customer Transfer Code clause 6.4(2)  A retailer must notify the network operator of any change in its contact details at least three business days before the change takes effect.	Not Rated – There were no change to PE's contact details over the audit period.	4	NP	NR	
54.	CI 5	Electricity Industry Customer Transfer Code clause 6.6  A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with the communication rules.	PE exclusively uses Gentrack for all customer based requests that require electronic communication.  Gentrack complies with the protocols required by the Code, including automated response messaging and availability.	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
55.	CI 5	Electricity Industry Customer Transfer Code clause 7.1(1)  For a dispute in respect of a matter under, or in connection with, the Electricity Industry Customer Transfer Code, the disputing parties must meet, within five business days of a request by one of those parties, and attempt to resolve the dispute through negotiations that are conducted in good faith.	Not Rated – There were no disputes relating to the Code during the audit period.	4	NP	NR	
56.	CI 5	Electricity Industry Customer Transfer Code clause 7.1(2)  If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior executive officer of each disputing party who must attempt to resolve the dispute through negotiations that are conducted in good faith.	Not Rated as per obligation 55.	4	NP	NR	
57.	CI 5	Electricity Industry Customer Transfer Code clause 7.1(3)  If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	Not Rated as per obligation 55.	4	NP	NR	
58.	CI 5	Electricity Industry Customer Transfer Code clause 7.2(4)  A disputing party that refers a dispute to the arbitrator must provide the arbitrator with prescribed details of the nature of the dispute.	Not Rated as per obligation 55.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
59.	CI 5	Electricity Industry Customer Transfer Code clause 7.3(2)  A disputing party must at all times conduct itself in a manner which is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	Not Rated as per obligation 55.	4	NP	NR	
		<b>Section 10 - Electricity Industry (Obligation to Connect) Regulations – Licence Conditions and Obligations</b>	Not Applicable – Section 10 of the Electricity Compliance Reporting Manual contains Licence Conditions and Obligations relating to Electricity Industry 'Obligation to Connect' Regulations. This section is not applicable to Retail Licence holders.				
		<b>Section 11 - Electricity Industry (Customer Contracts) Regulations – Licence Conditions and Obligations</b>					
78.	C5.1	<b>Electricity Industry Act section 51</b> Electricity Industry (Customer Contracts) Regulations 2005  Where the licensee supplies electricity under a standard form contract, the standard form contract must comply with that licensee approved standard form contract on the ERA's website.	Discussions with the Manager Business Support confirmed that Perth Energy does not supply customers under a Standard Form Contract (see Obligation 79). There was no evidence to show that customers had been supplied under a standard form contract.  Not rated.	4	NR	NR	Recommendation on findings in regard to control and approval of standard form contract is at Obligation 118.

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
79.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 5  A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language.	Despite some customers having the option of a Standard Form Electricity Contract, all PE's customers opt for non-standard contracts.  These comprise a template Electricity Supply Agreement (ESA) and Schedule of Standard Terms and Conditions that comply with the requirements.  (EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms) (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
80.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 6  A non-standard contract must specify when it comes into effect and the period for which it has effect.	The Schedule of Standard Terms and Conditions refers to a Contract Start Date and Contract End Date.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
81.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 7  A non-standard contract must specify certain information about the retailer.	The template Electricity Supply Agreement (ESA), together with the Schedule of Standard Terms and Conditions contains the requisite information.  (EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms) (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
82.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 8 A non-standard contract must give an exact description of the goods and services the retailer will provide under the contract.	The Schedule of Standard Terms and Conditions details the supply of electricity.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
83.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 9 A non-standard contract must require the customer to pay for electricity supplied under the contract.	The Schedule of Standard Terms and Conditions details the electricity charge including the requirement that customers must pay for electricity supplied  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
84.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 10 A non-standard contract must prohibit the customer from tampering with or bypassing network equipment or allowing any other person to do so.	The Schedule of Standard Terms and Conditions prohibits the customer from tampering with or bypassing network equipment or allowing any other person to do so.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms)	4	A	1	
85.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 11 A non-standard contract must describe the circumstances under which a retailer has the right to disconnect supply and is required to reconnect supply.	The Schedule of Standard Terms and Conditions details disconnection and reconnection circumstances.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	



Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
86.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 12  A non-standard contract must require the retailer to deal with security deposits and the payment of interest in the manner that is specified.	The Schedule of Standard Terms and Conditions details security requirements at PE's request.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
87.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 13  A non-standard contract must describe the retailer's obligations in relation to the provision of prices and tariff information.	The Schedule of Standard Terms and Conditions details electricity prices and other charges as follows:  "On request, Perth Energy will supply reasonable information about its Electricity Prices, including any alternative Electricity Prices that may be available to the Buyer, within 8 Business Days of receiving the Buyer's request."  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
88.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 14  A non-standard contract must describe the procedures to be followed by the retailer in relation to the preparation, issue and review of customer bills.	The Schedule of Standard Terms and Conditions details invoices and payment, which encompasses bill reviews, adjustments and disputes.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
89.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 15  A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.	The Schedule of Standard Terms and Conditions details default and termination.  The Small Use Customer Information Pack identifies the 10 day cooling-off period available to customers.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: PE Small Use Customer Information Pack)	4	A	1	
90.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 16 and 34  A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent and describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the customer of any amendment to the contract.	The Schedule of Standard Terms and Conditions includes process descriptions for changes in regulatory charges and change in law circumstances and requires that any amendments to the agreement between the licensee and the customer must be in writing and executed by both parties.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
91.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 17  A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.	The Schedule of Standard Terms and Conditions details assignment of rights and obligations with and without the customer's consent.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
92.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 18  A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.	The Schedule of Standard Terms and Conditions refers to PE's Customer Complaints Policy and describes the process for handling disputes between the customer and the retailer.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: PE Complaint Handling Procedure) (EVIDENCE: <a href="https://www.perthenergy.com.au/help/complaints/">https://www.perthenergy.com.au/help/complaints/</a> )	4	A	1	
93.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 19  A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially.	The Schedule of Standard Terms and Conditions details confidentiality and confidential information.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
94.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 20  A non-standard contract must specify the governing legislation, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.	The Schedule of Standard Terms and Conditions details governing law, unenforceable provisions, notices and electronic communication.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
95.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 21  A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	The Schedule of Standard Terms and Conditions and Small Use Customer Information Pack acknowledge the Code of Conduct for the Supply of Electricity to Small Use Customers.  The Schedule of Standard Terms and Conditions does not include any provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: PE Small Use Customer Information Pack)	4	A	1	
96.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 32  A non-standard contract must include details about the cooling off period specified in the regulation.	As per obligation 89, the Small Use Customer Information Pack and Schedule of Standard Terms and Conditions identifies the 10 day cooling-off period available to customers.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: PE Small Use Customer Information Pack)	4	A	1	
97.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 33(2)  A non-standard contract must allow the customer to terminate the contract at any time with no less than 5 days' notice.	Not Rated – Only fixed term contracts are used by PE.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
98.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 33(3) and (4)  A non-standard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	The Schedule of Standard Terms and Conditions details supply following the expiry of the agreement and liquidated damages for early termination.  The Schedule of Standard Terms and Conditions references a customer's right to terminate the contract at any time, subject to a minimum 20 day notice period.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
100.	C5.1	Electricity Industry (Customer Contracts) Regulations 2005, regulation 38  If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information.	This most commonly occurs as businesses end their operations from a particular premise and a new business starts consuming electricity without notifying PE.  The billing system routinely picks this up due to a sudden increase in electricity consumption, which prompts PE to contact the new business to sign a change of entity form and propose their non-standard contract.  The standard form contract remains in effect by default, until such time the customer agrees to a non-standard contract.  Upon acceptance of a non-standard contract, PE back-date the agreement to the date the business moved in (the outcome in this case is the standard form contract never applying).  The standard form contract should apply where a business new to a supply address elects to have their electricity supplied by another retailer, in which case PE bill the customer for electricity consumed as per the standard form contract, from the time they move in, until the time they transfer.  (EVIDENCE: PE Small Use Customer Information Pack) (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
<b>Section 12 - Electricity Industry Act – Licence Conditions and Obligations</b>							
101	C14.1	<b>Electricity Industry Act section 13(1)</b>  A licensee must provide the ERA with a performance audit conducted by an independent	A report was provided in 2016. The Authority determined that the next audit should be due in 24 months.  Each year, the ERA writes to PE as a reminder of these	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		expert acceptable to the ERA, not less than once every 24 months.	specific obligations.  The licensee has commissioned an independent expert to provide the ERA with a performance audit and a report to cover the period of 24 months from 1 July 2016 to 30 June 2018.  A performance audit has been initiated in accordance with the ERA's standard audit guidelines. The auditor was approved by the ERA.  (EVIDENCE: PE Final Report, 2016 Performance Audit)				
105	C4.1	<b>Electricity Industry Act section 17(1)</b> A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014.	PE makes future accruals to ensure licence fees are paid within terms.  (EVIDENCE of payment has been viewed: <ul style="list-style-type: none"> <li>Payment by PE of ERA 101197 on 6 Jul 2017.</li> </ul>	5	A	1	
106	C5.1	<b>Electricity Industry Act section 31(3)</b> A licensee must take reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.	There was evidence that the licensee has taken reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity: <ul style="list-style-type: none"> <li>In the event of unscheduled outages, PE submits re-energise requests with WP as soon as possible, however, customers are advised that their first communication should be with WP. The faults and emergencies contact on bills, statements and contracts is a WP number.</li> <li>With respect to scheduled outages, WP advises and liaises with customers directly.</li> <li>PE has a Crisis Preparation Procedure, Risk</li> </ul>	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
			<p>Management Policy and Business Recovery and Continuity Plan.</p> <p>(EVIDENCE: PE Crisis Preparation Procedure)</p> <p>(EVIDENCE: PE Business Recovery and Continuity Plan)</p> <p>(EVIDENCE: PE Risk Management Policy)</p>				
107	C5.1	<b>Electricity Industry Act section 41(6)</b> A licensee must pay the costs of taking an interest in land or an easement over land.	Not Applicable – PE do not require an interest in land or easement over land for the purpose of enabling electricity supply to their customers.	NA	NA	NA	
108	C24.1	<b>Electricity Industry Act section 54(1)</b> A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract that complies with the Act.	PE only supplies electricity to small use customers under their standard and non-standard form contracts (in reality, customers eligible for a standard contract opt out and prefer to negotiate non-standard contracts with PE as per obligation 79).	5	A	1	
109	C25.4	<b>Electricity Industry Act section 54(2)</b> A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified.	Not Rated – There were no requests by the ERA to amend the standard form contract during the audit period.	5	NP	NR	
110	C27.1	<b>Electricity Industry Act section 76</b> If a designation under section 71(1) of the Electricity Industry Act is in force a licensee must perform the functions of a retailer of last resort and must carry out the supplier of last resort plan if it comes into operation under section 70 of the Electricity Industry Act.	Not Applicable – PE has not been designated as a supplier of last resort.	NA	NA	NA	



Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
111	C21.1	<b>Electricity Industry Act section 101</b> A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by and compliant with any decision or direction of the electricity ombudsman under the approved scheme.	PE are members of the current energy ombudsman scheme: <a href="http://www.ombudsman.wa.gov.au/energy/documents/Guidelines_Info_Sheets/Energy-Ombudsman-Information-Sheet.pdf">http://www.ombudsman.wa.gov.au/energy/documents/Guidelines_Info_Sheets/Energy-Ombudsman-Information-Sheet.pdf</a> The ombudsman is also referred to on the PE website here: <a href="https://www.perthenergy.com.au/contracts-and-regulatory-information/">https://www.perthenergy.com.au/contracts-and-regulatory-information/</a> <a href="https://www.perthenergy.com.au/help/complaints/">https://www.perthenergy.com.au/help/complaints/</a>  (EVIDENCE: Numerous examples in Customer Complaints Register indicating correspondence to / from Ombudsman)	5	A	1	
113	C5.1	<b>Electricity Industry Act section 115(2)</b> A licensee that has, or is an associate of a person that has, access to services under an access agreement must not engage in conduct that hinders or prohibits access.	There have been no instances of hindering or prohibiting access during the audit period.	4	A	1	
<b>Section 13 - Electricity Licences – Licence Conditions and Obligations</b>							
114	C23.1	A licensee must ensure that an electricity marketing agent of the licensee complies with the applicable codes.	PE employees undertake some marketing activities and fall within the definition of marketing agents. PE employees are made aware of the Code of Conduct for the Supply of Electricity to Small Use Customers as part of induction procedures.  (EVIDENCE: Electricity and Gas Retail Licence Compliance Manual)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
115	C23.2	The licensee must report a breach of the applicable code conditions by an electricity marketing agent to the ERA within the prescribed timeframe.	Not Rated - There were no breaches of the Code of Conduct for the Supply of Electricity to Small Use Customers with respect to marketing activities during the audit period.	4	NP	NR	
116	C24.2	A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified.	Not Rated – There were no requests by the ERA to review the standard form contract during the audit period.	5	NP	NR	
117	C24.3	A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review.	Not Rated – There were no directions by the ERA with respect to the standard form contract during the audit period.	5	NP	NR	
118	C25.1	A licensee can only amend the standard form contract with the ERA's approval.	<p>The published (and ERA approved) standard form electricity contract (ESA.005.1117) is a different version to the version provided to the audit (Standard Form Contract 2016-17, ESA.005.0816).</p> <p>Whilst there were differences in title and headings, a sample check of the text of both contracts did not show material difference between the contracts.</p> <p>There was no evidence to show that the 2016-17 (ESA.005.0816) version of the standard form contract was used. However there was no evidence to indicate that this version had been approved by the ERA:</p> <p>► A licensee can only amend the standard form contract with the ERA's approval and Standard Form Contract 2016-17 replaced the previous version without the ERA's approval.</p>	5	B	2	<p>5. Ensure consistency in document versions for the approved licensee Standard Form Contract with that communicated internally and externally, and ensure that each version is subject to the ERA's approval.</p>

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
119	C12.1	<b>Accounting records:</b> Electricity Industry Act section 11 A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.	The licensee has provided evidence confirming that the financial reports as at 31 March 2017 and 31 March 2018 are in accordance with the Corporations Act 2001 and any applicable code of professional conduct in relation to the audit.  All audits were completed by KPMG, with appropriate declarations of independence.  (EVIDENCE: Independent Audit Reports to the members of Perth Energy Pty Ltd, 27 April 2017, 4 May 2018)	4	A	1	
120	C13.4 & 25.4	<b>Individual Performance Standards</b> Electricity Industry Act section 11  A licensee must comply with any individual performance standards prescribed by the ERA.	Not Applicable – Individual performance standards have not been prescribed by the ERA.	NA	NA	NA	
121	C14.2	A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit.	Authority's guidelines were part of specified auditor's requirements.	4	A	1	
123	C15.1	In the manner prescribed, a licensee must notify the ERA, if it is under external administration or if there is a significant change in the circumstances that the licence was granted which may affect the licensee's ability to meet its obligations.	Not Rated - There has been no material change to the corporate or financial circumstances upon which the licence was granted within the audit period.	4	NP	NR	
124	C16.1	A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.	The licensee has provided reports required by the Act.  Licensee are required to submit a compliance report to the ERA for all of its Type 1 and Type 2 licence obligations for each financial year by the 31 August following the FY. PE's reports were submitted as follows:	5	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
			<ul style="list-style-type: none"> <li>2017 report on the 30 August 2017</li> <li>2018 report on the 24 July 2018</li> </ul> <p>Licensees are also required to submit performance reports (Data Sheets) for the year ending 30 June by the 30 September. PE's reports were submitted as follows:</p> <ul style="list-style-type: none"> <li>2016 report on the 28 September 2016</li> <li>2017 report on the 29 September 2017</li> </ul> <p>(EVIDENCE: Emails from PE to Authority submitting compliance reports and data sheets)</p>				
125	C17.1 & 17.2	A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.	Not Rated – There has been no direction from the ERA to publish information in connection with its functions under the Electricity Industry Act during the audit period.	5	NP	NR	
126	C18.1	All notices must be in writing, unless otherwise specified.	<p>It was confirmed with PE that all notices are provided in writing. Notices viewed were in writing.</p> <p>(EVIDENCE: Emails from PE to Authority submitting compliance reports and data sheets)</p>	5	A	1	
<b>Section 14 - Code of Conduct – Licence Conditions and Obligations</b>							
<b>MARKETING</b>							
129	C23.1	<p>Code of Conduct clause 2.1</p> <p>A retailer must ensure that its electricity marketing agents comply with Part 2 of the Code of Conduct.</p>	As per obligation 114.	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
130	C23.1	Code of Conduct clause 2.2(1) A retailer or electricity marketing agent must ensure that standard form contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.2(1).	As per obligation 100, standard form contracts would apply for a short duration, only when customers decide to be supplied by another retailer.	4	B	1	
131	C23.1	Code of Conduct clause 2.2(2) Subject to subclause 2.2(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 2.2(2) no later than on, or with, the customer's first bill.	Requisite information is provided as part of the Small Use Customer Information Pack and Standard Form Contract.  (EVIDENCE: PE Small Use Customer Information Pack) (EVIDENCE: Standard Form Electricity Contract 2016/17 (ESA.005.1117))	4	A	1	
132	C23.1	Code of Conduct clause 2.3(1) A retailer or electricity marketing agent must ensure that non-standard contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.3(1).	Non-standard contracts are presented to customers at the same time as the proposal for electricity supply. Verifiable consent that the non-standard contract has been entered into is obtained.  ► The PE contract execution flow chart does not reference the timeframe requirements of this clause (for providing signed copies of non-standard contracts to customers).  (EVIDENCE: Customer contract dated 2 Nov 16) (EVIDENCE: Contract Execution Flowchart)	4	B	1	6. [OFI] Update the Contract Execution Flowchart to include the timeframe requirements of providing customers with their signed non-standard contracts.
133	C23.1	Code of Conduct clause 2.3(2) A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering	The proposal for electricity supply includes a small use customer information pack, which covers the Code requirements.	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		into a non-standard contract.	(EVIDENCE: PE Small Use Customer Information Pack)				
134	C23.1	Code of Conduct clause 2.3(4) The Electricity Generation and Retail Corporation or Regional Power Corporation, or an electricity marketing agent acting on behalf of Electricity Retail Corporation or Regional Power Corporation must ensure that the information specified in subclause 2.3(4) is provided to the customer before arranging a non-standard contract.	Not applicable. Clause applies to Synergy and Horizon Power only.	NA	NA	NA	
135	C23.1	Code of Conduct clause 2.3(5) Subject to subclause 2.3(3), a retailer or electricity marketing agent must obtain the customer's verifiable consent that the specified information in subclause 2.3(2) and 2.3(4), as applicable, has been provided.	Specified information is covered in the ESA, Small Use Customer Information Pack and Standard Terms and Conditions. (EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms) (EVIDENCE: PE Small Use Customer Information Pack) (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	1	
136	C23.1	Code of Conduct clause 2.4(1) A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed.	Not Rated – PE does not supply residential customers with concessions.	4	NR	NR	
137	C23.1	Code of Conduct clause 2.4(2) A retailer or electricity marketing agent must ensure that a customer is able to contact the retailer or electricity marketing agent on the retailer's or electricity marketing agent's telephone number during normal business hours	PE includes their business hours telephone number within the Small Use Customer Information Pack and bills. (EVIDENCE: PE Small Use Customer Information Pack)	4	A	1	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		for the purposes of enquiries, verifications and complaints.	(EVIDENCE: Bill Statement No. 2144882, 26 Mar 18)				
138	C23.1	Code of Conduct clause 2.5(1) A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 2.5(1).	Not Rated – customers did not request this information during the audit period.	4	NP	NR	
139	C23.1	Code of Conduct clause 2.5(2) A retailer or electricity marketing agent who meets with a customer face to face must: - wear a clearly visible and legible identity card showing the information specified in subclause 2.5(2)(a); and - as soon as practicable provide the written information specified in subclause 2.5(2)(b) as soon as practicable following a request by the customer.	Not Rated – PE did not meet with customers face to face for the purposes of marketing during the audit period.	4	NP	NR	
140	C23.1	Code of Conduct clause 2.6 A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clear visible signs indicating that canvassing is not permitted at the premises, or no advertising is to be left at the premises.	Not Rated – PE did not visit a person's premises for the purposes of marketing during the audit period.	4	NP	NR	
141	C23.1	Code of Conduct clause 2.9(1) An electricity marketing agent must keep a record of complaints from customers or persons who are contacted by, or on behalf of, the electricity marketing agent for the purposes of marketing; and provide the electricity ombudsman with all of	Not Rated - There were no marketing complaints during the audit period. The Ombudsman did not request information pertaining to a marketing complaint during the audit period.	4	NP	NR	

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		the information that it has relating to a complaint, within 28 days of receiving a request for that information.					
142	C23.1	Code of Conduct clause 2.10 An electricity marketing agent must keep a record, or other information, required under the Code for at least 2 years after the last time that a customer or person was contacted by, or on behalf of, the electricity marketing agent, or after receipt of the last contact from, or on behalf of, the electricity marketing agent, whichever is later.	Not Rated - There were no instances of information required to be kept during the audit period.	4	NP	NR	
<b>CONNECTION</b>							
143	C5.1	Code of Conduct clause 3.1(1) If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.	PE has a process outlining the steps associated with new service connection lodgements via Gentrack.  (EVIDENCE: New Gentrack Account & Electricity Customer Transfer) (EVIDENCE: New Connections)	4	B	1	As per Opportunity for Improvement 4.
144	C5.1	Code of Conduct clause 3.1(2) Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.	PE has a process outlining the steps associated with new service connection lodgements via Gentrack. The "New Gentrack Account & Electricity Customer Transfer" process includes definition of the time for customer transfers to the distributor as required by the Code of Conduct however the definition needs to be clarified.  There have been no complaints from customers associated with new connection requests not being submitted in a timely manner.  ► The PE process for new connections	4	B	2	7. [OFI] The specific requirements regarding connection and reconnection time frames should be clarified in PE procedures.



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			<p>needs to clarify the submission time requirements of this clause, including the requirement to forward the customer's request for the connection to the relevant distributor that same day if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.</p> <p>(EVIDENCE: Electrical Customer Complaints Reporting Registers – 2016/2017 and 2017/2018)</p> <p>(EVIDENCE: New Gentrack Account &amp; Electricity Customer Transfer)</p> <p>(EVIDENCE: New Connections)</p>				
<b>BILLING</b>							
145	C5.1	<p>Code of Conduct clause 4.1</p> <p>A retailer must issue a bill no more than once a month and at least once every 3 months, unless under the circumstances specified in subclause 4.1.</p>	<p>PE's billing system is setup to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days.</p> <p>Customer's with multiple sites / meters will still receive only one bill, despite meter reading data (possibly) being received several times each month.</p> <p>(EVIDENCE: Billing system screenshot with minimum and maximum days specified)</p>	4	A	1	
146	C5.1	<p>Code of Conduct clause 4.2(1)</p> <p>For the purposes of subclause 4.1(a)(ii), a retailer has given a customer notice, if, prior to placing a customer on a shortened billing cycle, the retailer</p>	<p>Not Rated - PE have not placed any customers on shortened billing cycles during the audit period.</p>	4	NP	NR	

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		advises the customer of the information specified in subclause 4.2(1).					
147	C5.1	Code of Conduct clause 4.2(2) If a residential customer informs a retailer that the customer is experiencing payment difficulties or financial hardship and the customer is assessed as experiencing payment difficulties or financial hardship, the retailer must not place that customer on a shortened billing cycle without that customer's verifiable consent.	Not Rated – There have been no residential customers that have claimed financial hardship during the audit period.  ► It does not appear that this Code requirement is sufficiently captured by current PE procedures.  (EVIDENCE: Customer Financial Hardship Policy) (EVIDENCE: Retail Customer Financial Hardship Process Training) (EVIDENCE: Residential Financial Hardship Procedure)	5	B	NR	8. [OFI] Add the restrictions around residential customers experiencing financial hardship and shortened billing cycles to relevant PE procedural and training documents.
148	C5.1	Code of Conduct clause 4.2(3) A retailer must give the customer written notice of a decision to shorten the customer's billing cycle within 10 business days of making the decision.	Not Rated – PE has not placed any customers on shortened billing cycles during the audit period.	4	NP	NR	
149	C5.1	Code of Conduct clause 4.2(4) A retailer must ensure that a shortened billing cycle is for a period of at least 10 business days.	Not Rated as per Obligation 148.	4	NP	NR	
150	C5.1	Code of Conduct clause 4.2(5) On request, a retailer must return a customer who is subject to a shortened billing cycle to the billing cycle that previously applied if the customer has paid 3 consecutive bills by the due date.	Not Rated as per Obligation 148.	4	NP	NR	
151	C5.1	Code of Conduct clause 4.2(6)	Not Rated as per Obligation 148.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		A retailer must inform a customer, who is subject to a shortened billing cycle, at least every 3 months about the conditions upon which the customer can be returned to the previous billing cycle.					
152	C5.1	Code of Conduct clause 4.3(1) Notwithstanding clause 4.1, on receipt of a request by a customer, a retailer may provide the customer with a bill that reflects a bill-smoothing arrangement with respect to any 12 month period.	Not Rated – PE did not receive any customer requests for a bill smoothing arrangement over the audit period.	4	NP	NR	
153	C5.1	Code of Conduct clause 4.3(2) If a retailer provides a customer with a bill under a bill-smoothing arrangement, the retailer must ensure that the conditions specified in subclause 4.3(2) are met.	Not Rated as per Obligation 152.	4	NP	NR	
154	C5.1	Code of Conduct clause 4.4 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.	The audit confirmed with PE that bills are being issued to the addresses notified by customers; generally as per their contract details.	4	A	1	
155	C5.1	Code of Conduct clause 4.5(1) A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.	PE's bill statements contain all requisite information. (EVIDENCE: Bill Statement No. 2144882, 26 Mar 18) (EVIDENCE: Bill Statement No. 2147370, 1 May 18) (EVIDENCE: Bill Statement No. 2149586, 1 Jun 18)	4	A	1	
156	C5.1	Code of Conduct clause 4.5(3) If a retailer identifies and wishes to bill a customer for a historical debt, the retailer must	PE customers with historical debt are advised of this on each bill. Requisite information is part of standard billing templates.	4	A	1	

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		advise the customer of the amount of the historical debt and its basis, before, with or on the customer's next bill.					
157	C5.1	<p>Code of Conduct clause 4.6(1)</p> <p>A retailer must base a customer's bill on the following:</p> <ul style="list-style-type: none"> <li>the distributor's or metering agent's reading of the meter at the customer's supply address;</li> <li>the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or</li> <li>if the connection point is a Type 7 connection point, the procedure is set out in the metrology procedure or Metering Code, or as set out in any applicable law.</li> </ul>	<p>PE base its customer's bills entirely on the metering agent's (WP) reading of the meter at the customer's supply address.</p> <p>From PE's Billing Procedures Overview:</p> <p>"PE does not bill its customer's based on estimated meter readings. All meter readings that are used in the calculations of a customer's bill are meter readings from the Meter Data Agent, Western Power Metering."</p> <p>► In accordance with the obligation requirement, PE relies entirely on the meter readings provided by WP. However the audit discovered that while PE do not directly estimate meter readings, WP sometimes estimates meter readings, which are in turn provided to PE for billing purposes. Indirect estimates of meter readings are presented on PE bills as actual meter readings.</p> <p>► It is understood that gas billing templates are being upgraded to identify estimated meter readings – these changes will similarly be applied to electricity billing templates.</p> <p>(EVIDENCE: Billing Procedures Overview, Rev. 1, 24 Feb 2017)</p>	4	B	1	9. Update billing processes to accurately reflect actual vs. estimated meter readings as provided by WP. Ensure billing templates are compliant with the obligations pertaining to estimated bills.
158	C5.1	<p>Code of Conduct clause 4.7</p> <p>Other than in respect of a Type 7 connection, a retailer must use its best endeavours to ensure</p>	<p>As per obligation 145.</p> <p>Automated meters provide ongoing meter readings.</p>	4	A	1	

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		that the meter reading data is obtained as frequently as required to prepare its bills.	Meter data is provided by WP monthly.				
159	C5.1	Code of Conduct clause 4.8(1) If a retailer is unable to reasonably base a bill on a reading of the meter, a retailer must give the customer an estimated bill.	Not Rated – as per obligation 157 PE relies entirely on the meter readings provided by WP.	4	NP	NR	As per Recommendation 9.
160	C5.1	Code of Conduct clause 4.8(2) In circumstances where a customer's bill is estimated, a retailer must clearly specify on the customer's bill the information required under subclause 4.8(2).	► As per Obligation 157, while PE do not directly estimate meter readings, WP sometimes estimates meter readings, which are in turn provided to PE for billing purposes. Indirect estimates of meter readings are presented on PE bills as actual meter readings.	4	B	2	As per Recommendation 9.
161	C5.1	Code of Conduct clause 4.8(3) On request, a retailer must inform a customer of the basis and the reason for the estimation.  Refer to clause 4.8(4) of the Code for a definition of an estimated bill in situations where the meter reading is partly based on estimated data (incl. interval meters).	Not Rated – PE did not receive any customer requests with respect to estimation over the audit period. Refer to Obligation 157 for limitations of the current process and findings.	4	NP	NR	
162	C5.1	Code of Conduct clause 4.9 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.	As WP replaces estimated meter readings with actuals, PE reflects this on customer bills with the necessary adjustments.  (EVIDENCE: Bill Statement No. 2144882, 26 Mar 18)	4	A	1	
163	C5.1	Code of Conduct clause 4.10	Not Rated – PE did not estimate a customer's bill due to	4	NP	NR	

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		If a customer satisfies the requirements specified in subclause 4.10, a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading.	restricted meter access over the audit period.				
164	C5.1	Code of Conduct clause 4.11(1) If a customer requests the meter to be tested and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so.	The Schedule of Standard Terms and Conditions refers to Metering Errors and Verification. PE have offered customers the option of meter tests during the audit period.  (EVIDENCE: PE email requesting confirmation from customer to test meter) (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018)	4	A	1	
165	C5.1	Code of Conduct clause 4.11(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.	Not Rated – There were no meter defects found during the audit period.	4	NP	NR	
166	C5.1	Code of Conduct clause 4.12(1) If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff (and demonstrates to the retailer that they satisfy the conditions of eligibility), a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions.	Not Rated – PE does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract, also referred to in non-standard contracts.	4	NP	NR	
167	C5.1	Code of Conduct clause 4.13	Not Rated as per obligation 166.	4	NP	NR	

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		If a customer's electricity use changes and the customer is no longer eligible to continue to receive an existing, more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff.					
168	C5.1	Code of Conduct clause 4.14(1) If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request.	As per obligation 154, the audit confirmed with PE that bills are sent as per customer instructions, including any requirement for a final bill.	4	A	1	
169	C5.1	Code of Conduct clause 4.14(2) Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, the retailer must transfer the amount of credit to another account the customer has with the retailer; or a bank account nominated by the customer within 12 business days or other agreed time, in accordance with the customer's instructions.	As per Customer Complaints Registers, PE credited customer accounts in accordance with the Code.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Payment file details report) (EVIDENCE: Billing Finalisation) (EVIDENCE: Crediting and Refunding Customer)	4	A	1	
170	C5.1	Code of Conduct clause 4.14(3) If a customer's account is in credit at the time of account closure and the customer owes a debt to the retailer, the retailer may use that credit to set off the debt owed to the retailer by giving the customer written notice. If any amount remains after the set off, the retailer must ask the customer for instructions to transfer the remaining amount in accordance with subclause 4.14(2).	Not Rated – There were no customers with a debt to PE and in credit at the time of account closure during the audit period.  PE have processes in place that cover code compliance.  (EVIDENCE: Billing Finalisation) (EVIDENCE: Crediting and Refunding Customer)	4	A	NR	

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171	C5.1	Code of Conduct clause 4.15 A retailer must review a customer's bill on request by the customer, subject to the customer paying that portion of the bill under review that the customer and a retailer agree is not in dispute, or an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute, whichever is less), and paying any future bills that are properly due.	PE reviews all customer bills on request by the customer as per their Complaint Handling Process flow chart and Billing Procedures Overview.  As per Customer Complaints Registers, there were examples of bill reviews conducted by PE during the audit period. Complaints were not related to bill reviews not being actioned by PE.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Complaint Handling Process, Rev. 0, 13 Feb 2017, Draft) (EVIDENCE: Billing Procedures Overview, Rev. 1, 24 Feb 2017)	4	A	1	
172	C5.1	Code of Conduct clause 4.16(1)(a) If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the unpaid amount. The retailer must advise the customer that the customer may request for a meter test in accordance with the applicable law; and also the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.	The right of a customer to obtain a meter test / dispute resolution is covered under the ESAs Standard Terms and Conditions (Metering Errors and Verification) and bill statement templates include both internal and external complaint handling details. It is also included in PE's Billing Procedures Overview and website at <a href="https://www.perthenergy.com.au/help/complaints/">https://www.perthenergy.com.au/help/complaints/</a> .  As per Customer Complaints Registers, there were examples of bill reviews conducted by PE during the audit period.  ► It does not appear that PE specifically reiterates the options available to customers with respect to meter testing and complaint handling in reply to each and every bill review.	4	B	2	10. Include a template response covering Code requirements at the outcome of each and every bill review / complaint where no error is discovered. This could be a link to the Complaint Handling Procedure published online.



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			(EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: Bill Statement No. 2147370, 1 May 18) (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Billing Procedures Overview, Rev. 1, 24 Feb 2017) (EVIDENCE: PE Complaint Handling Procedure, Final)				
173	C5.1	Code of Conduct clause 4.16(1)(b) If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18.	PE's Billing Procedures Overview includes undercharging and overcharging provisions that are Code compliant. Not Rated – As per Customer Complaints Registers, there were no instances of under or over charge during the audit period.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Billing Procedures Overview, Rev. 1, 24 Feb 2017)	4	A	NR	
174	C5.1	Code of Conduct clause 4.16(2) A retailer must inform a customer of the outcome of the review of a bill as soon as practicable.	PE's Billing Procedures Overview provides for PE to address the review of bills within 20 business days. PE's Customer Complaints Registers require complaints to be acknowledged in less than 10 working days. PE's Complaint Handling Process flow chart stipulates feedback to customers within 10 days and follow-up responses in 15-20 days. All requests for bill reviews during the audit period, as recorded in the Customer Complaints Registers, appeared to be completed within the maximum	4	B	2	11. Develop a more robust Complaint Register Process that ensures Customer Complaint Register dates are maintained and checked as part of internal audit processes, then routinely cross-checked with code requirements for compliance purposes.

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			allowable timeframes.  ► Although it appeared that most timeframes were code compliant, there were both missing and incorrect acknowledgement / action dates in the Customer Complaints Registers that prevented these complaints from being checked for code compliance.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Billing Procedures Overview, Rev. 1, 24 Feb 2017) (EVIDENCE: Complaint Handling Process, Rev. 0, 13 Feb 2017, Draft)				
175	C5.1	Code of Conduct clause 4.16(3)  If the retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must provide the customer with notification of the status of the review as soon as practicable.	PE maintain annual Complaints Registers.  ► One customer who requested a bill review during the audit period could not be confirmed to have been notified on time due to missing dates.  ► There does not appear to be an end to end process for managing the acknowledgement and action dates in the Complaints Registers.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018)	4	B	2	As per Recommendation 11.
176	C5.1	Code of Conduct clause 4.17(2)  If a retailer proposes to recover an amount undercharged as a result of an error, defect, or	PE's recovery of undercharged amounts during the audit period is compliant with this clause.	4	A	1	

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		default for which the retailer or distributor is responsible (including where a meter has been found to be defective), a retailer must do so in the manner specified in subclause 4.17(2).	(EVIDENCE: Billing Finalisation) (EVIDENCE: Crediting and Refunding Customer) (EVIDENCE: Customer Internal Audit Adjustment)				
176A	C5.1	Code of Conduct, clause 4.17(3) A retailer may charge a customer interest on the undercharged amount or require the customer to pay a late fee, if the conditions in clause 4.17(3) are met.	Late Payment and Interest is covered under the ESA's Standard Terms and Conditions.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)	4	A	NR	
177	C5.1	Code of Conduct clause 4.18(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), a retailer must use its best endeavours to inform the customer within 10 business days of a retailer becoming aware of the error, defect, or default, and, subject to subclauses 4.18(6) and 4.18(7), ask the customer for instructions as to whether the amount should be credited to the customer's account or repaid to the customer.	PE's treatment of overcharges during the audit period was compliant with this obligation.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Crediting and Refunding Customer) (EVIDENCE: Energy and Water Ombudsman complaint)	4	A	1	
178	C5.1	Code of Conduct clause 4.18(3) A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.	As per obligation 169, PE paid the amount overcharged in accordance with customer instructions.	4	A	1	
179	C5.1	Code of Conduct clause 4.18(4)	As per obligation 169, PE used reasonable endeavours	4	A	1	

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		If instructions regarding repayment of an overcharged bill are not received within 20 business days of a retailer making the request, a retailer must use reasonable endeavours to credit the amount overcharged to a customer's account.	to refund the amount overcharged.				
180	C5.1	Code of Conduct clause 4.18(6) Where the amount overcharged is less than \$100, a retailer may proceed to deal with the matter as outlined in subclause 4.18(6).	Not Rated – Only one overcharge was recorded during the audit period. This was more than \$100.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Crediting and Refunding Customer)	4	A	NR	
181	C5.1	Code of Conduct clause 4.18(7) A retailer may, by giving the customer written notice, use an amount overcharged to set off a debt owed to the retailer, provided that the customer is not a residential customer experiencing payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with the amount of credit in accordance with subclauses 4.18(2) or 4.18(6), as applicable.	Not Rated – No instances of amount overcharged used to set off debt during the audit period.	4	NP	NR	
182	C5.1	Code of Conduct clause 4.19(1) If a retailer proposes to recover from a customer an amount of an adjustment which does not arise due to any act or omission of the customer, a retailer must comply with subclause 4.19(1).	As per obligation 176, PE's recovery of an adjustment amount was complaint with this obligation.	4	A	1	
183	C5.1	Code of Conduct clause 4.19(2) If the meter is read under either clause 4.6 or clause 4.3(2)(d), and the amount of the	As per obligation 162, an amount owing to a customer was compliant with this obligation.	4	A	1	

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		adjustment is an amount owing to the customer, the retailer must use its best endeavours to inform the customer within 10 business days and ask the customer for instructions about the repayment of the amount subject to subclauses 4.19(5) and 4.19(7),.					
184	C5.1	Code of Conduct clause 4.19(3) If a retailer received instructions under subclause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	Not Rated – This did not apply during the audit period.	4	NP	NR	
185	C5.1	Code of Conduct clause 4.19(4) If a retailer does not receive instructions under subclause 4.19(2), within 5 business days of making the request, the retailer must use reasonable endeavours to credit the amount of the adjustment to the customer's account.	Not Rated – This did not apply during the audit period.	4	NP	NR	
186	C5.1	Code of Conduct clause 4.19(7) A retailer may, after notifying the customer in writing, use an amount of an adjustment to set off that customer's debt owed to the retailer, provided that the customer is not a residential customer in payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with that amount in accordance with subclause 4.19(2) or, if the amount is less than \$100, subclause 4.19(5).	Not Rated – No adjustments used to set off debt during the audit period.	4	NP	NR	

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<b>PAYMENT</b>							
187	C5.1	Code of Conduct clause 5.1 The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.	<p>Four examples of PE's bill statements were audited during the audit period. Each seemed to have slightly different payment term durations.</p> <ul style="list-style-type: none"> <li>► The PE "Electricity Supply Agreement: Application and Commercial Terms", being part of the non-standard contract, has a provision for a Payment Due Date that amends the requirements of this obligation on a per customer basis, however, we understand for standard customers, 14 calendar days is offered.</li> <li>► Bill Statement No. 2146538, 16 Apr 18 allowed for 14 calendar days from the date of the bill, consistent with the Payment Due Date agreed with this customer.</li> <li>► Bill Statement No. 2144882, 26 Mar 18, 2147370, 01 May 18 and 2149586, 01 Jun 18 allowed for more than 14 calendar days from the date of the bill.</li> <li>► PE's Billing Procedures Overview does not reference due date requirements.</li> <li>► PE's New Gentrack Account &amp; Electricity Customer Transfer document states for small use customers, 12 business days (even if contract says 14 calendar days).</li> <li>► Customer contract dated 2 Nov 16 specifies a payment due date of 12 business days.</li> </ul>	4	B	1	<p><b>12. [OFI]</b> Confirm actual payment terms are consistent with what has been agreed with each customer's non-standard contract and standardise payment due dates at contract renewal.</p> <p>As per Opportunity for Improvement 4.</p>

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			(EVIDENCE: Bill Statement No. 2144882, 26 Mar 18) (EVIDENCE: Bill Statement No. 2146538, 16 Apr 18) (EVIDENCE: Bill Statement No. 2147370, 1 May 18) (EVIDENCE: Bill Statement No. 2149586, 1 Jun 18) (EVIDENCE: Billing Procedures Overview, Rev. 1, 24 Feb 2017) (EVIDENCE: New Gentrack Account & Electricity Customer Transfer) (EVIDENCE: Customer Contract, 11 Jan 17) (EVIDENCE: Customer contract dated 2 Nov 16) (EVIDENCE: PE Electricity Supply Agreement: Application and Commercial Terms)				
188	C5.1	Code of Conduct clause 5.2 Unless otherwise agreed with a customer, a retailer must offer the following specified minimum payment methods: in person at one or more payment outlets located within the Local Government District of the customer's supply address; by mail; for residential customers, by Centrepay; electronically by means of BPay or credit card; and by telephone by means of credit card.	In addition to the payment options present on bills, upon each bill issue, customers are reminded of their payment options here: <a href="https://www.perthenergy.com.au/wp-content/uploads/2016/10/Perth-Energy-Payment-Methods.pdf">https://www.perthenergy.com.au/wp-content/uploads/2016/10/Perth-Energy-Payment-Methods.pdf</a> . This is consistent with the Small Use Customer Information Pack. (EVIDENCE: Bill Statement No. 2144882, 26 Mar 18) (EVIDENCE: PE Small Use Customer Information Pack)	4	A	1	
189	C5.1	Code of Conduct clause 5.3 Prior to commencing a direct debit facility, a retailer must obtain a customer's verifiable consent and agree with the customer the date of commencement of the facility and the frequency of the direct debits.	The audit confirmed that PE offers a direct debit facility compliant with the Code. These arrangements are only placed into the finance system based on physically sighting verifiable consent. Customer amendments to their direct debit consent must be in writing.	4	A	1	

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			(EVIDENCE: Direct Debit Verifiable Consent, 18 Oct 2016) (EVIDENCE: Direct Debit Verifiable Consent, 17 Mar 2017)				
190	C5.1	Code of Conduct clause 5.4 Upon request, a retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. Subject to clause 6.9, and unless otherwise agreed with a customer, the minimum amount for an advance payment that a retailer will accept is \$20.	Not Rated – No customers have requested PE to receive payments in advance over the audit period.	4	NP	NR	
191	C5.1	Code of Conduct clause 5.5 If, due to illness or absence, a residential customer is unable to pay by way of the methods described in clause 5.2, a retailer must offer to redirect the customer's bill to a third person at no charge.	Not Rated – This did not apply to PE's residential customer over the audit period.	5	NP	NR	
192	C5.1	Code of Conduct clause 5.6(1) A retailer must not charge a residential customer a late payment fee in the circumstances specified in subclause 5.6(1).	Not Rated – This did not apply to PE's residential customer over the audit period.	5	NP	NR	
193	C5.1	Code of Conduct clause 5.6(2) If a retailer has charged a late payment fee in the circumstances set out in subclause 5.6(1)(c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill.	Not Rated – This did not apply to PE's residential customer over the audit period.	5	NP	NR	



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194	C5.1	Code of Conduct clause 5.6(3) A 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.	Not Rated – This did not apply to PE's residential customer over the audit period.	5	NP	NR	
195	C5.1	Code of Conduct clause 5.6(4) A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.	Not Rated – This did not apply to PE's residential customer over the audit period.	5	NP	NR	
196	C5.1	Code of Conduct clause 5.6(5) If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to the residential customer's last bill prior to the assessment being made.	Not Rated – This did not apply to PE's residential customer over the audit period.	5	NP	NR	
197	C5.1	Code of Conduct clause 5.7(1) A retailer must not require a customer who has vacated a supply address to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 5.7(1).	Not Rated – There were no instances of PE requiring a customer to pay for electricity after being notified of vacating their supply address.  As soon as a customer advises PE, the NMI is detached from the customer account with the customer no longer being responsible for electricity consumed through that NMI. Billing advised to terminate and issue final bill.  (EVIDENCE: Billing Finalisation)	4	NP	NR	
198	C5.1	Code of Conduct clause 5.7(2) If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a	Not Rated – No instances of customers evicted or required to vacate a supply address over the audit period.	4	NP	NR	

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		retailer must not require the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer.					
199	C5.1	Code of Conduct clause 5.7(4) Notwithstanding subclauses 5.7(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 5.7(4).	Not Rated – As per Obligations 197 and 198.	4	NP	NR	
200	C5.1	Code of Conduct clause 5.8(1) A retailer must not commence proceedings for recovery of a debt from a residential customer who meets the criteria in subclause 5.8(2).	Not Rated – This did not apply to PE's residential customer over the audit period.	5	NP	NR	
201	C5.1	Code of Conduct clause 5.8(2) A retailer must not recover or attempt to recover a debt relating to a supply address from a person other than the customer with whom the retailer has or had entered into a contract for the supply of electricity to that supply address.	There was an example of debt recovery action during the audit period as per the Customer Complaints Registers.  In all cases PE pursued debt recovery on the basis of the details of the contracted party.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018)	4	A	1	
201A	C5.1	Code of Conduct, clause 5.9 A retailer may transfer one customer's debt to another customer, if requested by the customer owing the debt and provided that the retailer obtains the other customer's verifiable consent to the transfer.	Not Rated – There were no instances of this during audit period.	4	NP	NR	

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<b>PAYMENT DIFFICULTIES &amp; FINANCIAL HARDSHIP</b>							
202	C5.1	Code of Conduct clause 6.1(1) If a residential customer informs a retailer that the residential customer is experiencing payment problems, a retailer must assess whether the residential customer is experiencing payment difficulties or financial hardship within 5 business days; or, if the retailer cannot make the assessment within 5 business days, refer that customer to a relevant consumer representative to make the assessment.	Not Rated – PE only supplied a single residential customer during the audit period. This customer has not informed PE of financial hardship.	5	NP	NR	
203	C5.1	Code of Conduct clause 6.1(3) When undertaking an assessment under subclause 6.1(1)(a), a retailer must give reasonable consideration to the information prescribed in subclause 6.1(3)(a), or advice prescribed in subclause 6.1(3)(b), unless a retailer adopts an assessment from a relevant consumer representative.	Not Rated as per Obligation 202.	5	NP	NR	
204	C5.1	Code of Conduct clause 6.1(4) Upon request, a retailer must advise a residential customer of the details and outcome of an assessment carried out under subclause 6.1(1).	Not Rated as per Obligation 202.	5	NP	NR	
205	C5.1	Code of Conduct clause 6.2(1) A retailer must grant a residential customer a temporary suspension of actions if the residential customer is referred to an independent financial counsellor or relevant consumer representative	Not Rated as per Obligation 202.	5	NP	NR	

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		organisation under subclause 6.1(1)(b).					
206	C5.1	Code of Conduct clause 6.2(2) A retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions if the customer informs the retailer about payment problems under clause 6.1 and the customer demonstrates that an appointment with a relevant consumer representative has been made.	Not Rated as per Obligation 202.	5	NP	NR	
207	C5.1	Code of Conduct clause 6.2(3) A retailer must allow a temporary suspension of actions for a period of at least 15 business days.	Not Rated as per Obligation 202.	5	NP	NR	
208	C5.1	Code of Conduct clause 6.2(4) A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative to allow additional time to assess a residential customer's capacity to pay.	Not Rated as per Obligation 202.	5	NP	NR	
209	C5.1	Code of Conduct clause 6.3(1)(a) If a residential customer is assessed as experiencing payment difficulties, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1), and advise the residential customer that additional assistance may be available if the prescribed circumstances apply.	Not Rated as per Obligation 202.	5	NP	NR	
210	C5.1	Code of Conduct clause 6.3(1)(b) If a residential customer is assessed as	Not Rated as per Obligation 202.	5	NP	NR	

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		experiencing financial hardship, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1)(b) and assistance in accordance with clauses 6.6 to 6.9.					
211	C5.1	Code of Conduct clause 6.4(1)(a) If a residential customer is experiencing payment difficulties, a retailer must offer the residential customer at least the following payment arrangements: - additional time to pay a bill; and - 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), while being permitted to continue consumption.	Not Rated as per Obligation 202.	5	NP	NR	
212	C5.1	Code of Conduct clause 6.4(1)(b) If a residential customer is experiencing financial hardship, a retailer must offer the residential customer at least the following payment arrangements: - additional time to pay a bill; and - 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), while being permitted to continue consumption.	Not Rated as per Obligation 202.	5	NP	NR	

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213	C5.1	Code of Conduct clause 6.4(2) When offering or amending an instalment plan to a residential customer experiencing payment difficulties or financial hardship, a retailer must comply with subclause 6.4(2).	Not Rated as per Obligation 202.	5	NP	NR	
214	C5.1	Code of Conduct clause 6.4(3) If a residential customer accepts an instalment plan offered by a retailer, the retailer must provide the residential customer with the information specified in subclause 6.4(3)(a) within 5 business days, and notify the residential customer of any amendments to the instalment plan at least 5 business days before they come into effect.	Not Rated as per Obligation 202.	5	NP	NR	
215	C5.1	Code of Conduct clause 6.6(1) A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative, for a reduction of the customer's fees, charges or debt.	Not Rated as per Obligation 202.	5	NP	NR	
216	C5.1	Code of Conduct clause 6.6(2) In giving reasonable consideration under subclause 6.6(1), a retailer should refer to the hardship procedures referred to in subclause 6.10(3).	Not Rated as per Obligation 202.	5	NP	NR	
217	C5.1	Code of Conduct clause 6.7 If it is reasonably demonstrated to a retailer that a customer experiencing financial hardship is unable to meet the customer's obligations under	Not Rated as per Obligation 202.	5	NP	NR	

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		a previously elected payment arrangement, the retailer must give reasonable consideration to offering the customer an instalment plan or revising an existing instalment plan.					
218	C5.1	Code of Conduct clause 6.8 A retailer must advise a customer experiencing financial hardship of the following: a customer's right to have the bill redirected to a third person, at no charge; payment methods available to the customer; concessions available to the customer and how to access them; different types of meters available to the customer and/or tariffs; independent financial counselling available to the customer; and the availability of any other financial assistance and grants schemes.	Not Rated as per Obligation 202.	5	NP	NR	
219	C5.1	Code of Conduct clause 6.9(1) A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives, as referred to in subclause 5.4(3).	Not Rated as per Obligation 202.	5	NP	NR	
220	C5.1	Code of Conduct clause 6.10(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.	<ul style="list-style-type: none"> <li>► The licensee did not have a formal Hardship Policy during the audit period.</li> <li>► There was no procedure to assist customers experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer.</li> <li>► Procedures for compliance need to be improved to ensure that requirements of</li> </ul>	5	B	2	<p><b>13.</b> PE needs to review its control process to ensure that licence obligations are complied with in a timely fashion.</p> <p>No recommendation necessary in regard to the hardship policy and procedure as evidence was</p>

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			<p>the Code of Conduct are met in a timely fashion.</p> <p>Although this occurred outside the audit period, PE's financial hardship policy was recently reviewed with the ERA and approved as code compliant.</p> <p>(EVIDENCE: Residential Financial Hardship Procedure) (EVIDENCE: Customer Financial Hardship Policy) (EVIDENCE: ERA email to PE confirming completion of Financial Hardship Policy and Procedure review, 29 Aug 18)</p>				presented to demonstrate that this was resolved to the satisfaction of the ERA outside of the audit period.
221	C5.1	Code of Conduct clause 6.10(2) A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2).	As per Obligation 220, there was no Hardship Policy during the audit period. As there was no policy this Obligation cannot be rated. Non-compliance addressed at Obligation 220 and recommendation on root cause, lack of controls, made at Obligation 220	5	NP	NR	Recommendation on root cause, lack of controls, made at Obligation 220.
222	C5.1	Code of Conduct clause 6.10(3) A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 6.10(3).	As per Obligation 220, there were no Hardship Policy and procedure during the audit period. On this basis this Obligation cannot be rated. Non-compliance addressed at Obligation 220 and recommendation on root cause, lack of controls, made at Obligation 220.	5	NP	NR	Recommendation on root cause, lack of controls, made at Obligation 220.
223	C5.1	Code of Conduct clause 6.10(4) If requested, a retailer must give residential customers and relevant consumer representatives a copy of the retailer's hardship policy, including by post, at no charge.	Not Rated – A copy of PE's financial hardship policy was not requested during the audit period.	5	NP	NR	
225	C5.1	Code of Conduct clause 6.10(6)	Not Rated – there was no direction from the ERA during the audit period and PE's first financial hardship policy	5	NP	NR	



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		If directed by the ERA, a retailer must review its hardship policy and hardship procedures and submit the results of that review to the ERA within 5 business days after it is completed.	was being drafted during the audit period..				
226	C5.1	Code of Conduct clause 6.10(7) A retailer must comply with the ERA's Financial Hardship Policy Guidelines.	► During the audit period PE was not in compliance with ERA's Financial Hardship Policy Guidelines. The Financial Hardship Policy Guidelines (FHP Guidelines) required the retailer to have a Hardship Policy and Hardship Procedures in place during the audit period, these were not in place during the audit period, therefore the licensee was not in compliance with the requirement.  The need for a Hardship policy and procedure were identified by the licensee during the audit period and policy and procedure developed but not finalized.  These were reviewed and approved by the ERA outside of the audit period.	5	B	2	Refer to Recommendation 13 at Obligation 220.
227	C5.1	Code of Conduct clause 6.10(8) If a retailer makes a material amendment to its hardship policy, the retailer must submit a copy of the retailer's amended hardship policy to the ERA within 5 business days of the amendment.	There was no financial hardship policy during the audit period.  The Obligation requirement cannot be tested as there was no hardship policy during the audit period. Non-compliances with the lack of a hardship policy have been identified at Obligations 220 and 226.	5	NP	NR	
228	C5.1	Code of Conduct clause 6.11 A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	PE has a financial hardship policy and has considered all payment arrangement requests from business customers experiencing payment difficulties during the audit period.	4	A	1	

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			(EVIDENCE: Billing Procedures Overview, Rev. 1, 24 Feb 2017) (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Customer Financial Hardship Policy)				
<b>DISCONNECTION</b>							
229	C5.1	Code of Conduct clause 7.1(1) Prior to arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c).	As per Customer Complaints Registers and correspondence logs audited, PE has complied with Code requirements. (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Customer Disconnection Notice, 14 Jul 17)	4	A	1	
230	C5.1	Code of Conduct clause 7.2(1) A retailer must not arrange for disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 7.2(1).	Not Rated – PE did not arrange disconnection of a customer's supply address under the circumstances of this clause.	4	NP	NR	
231	C5.1	Code of Conduct clause 7.3 In relation to dual fuel contracts, a retailer must not arrange for disconnection of the customer's supply address for failure to pay a bill within 15 business days from arranging for disconnection of the customer's gas supply.	Not Rated – dual fuel contracts did not exist during the audit period.	4	NP	NR	

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232	C5.1	Code of Conduct clause 7.4(1) Unless the conditions specified in subclause 7.4(1) are satisfied, a retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter.	Not Rated – PE did not report any disconnections for denying access to the meter during the audit period.  Generally, PE will only disconnect on the grounds of safety, illegal activity, or non-payment.  Customers have only been disconnected for non-payment in the audit period.	4	NP	NR	
240	C5.1	Code of Conduct clause 7.7(6) A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the manner and circumstances specified in subclause 7.7(6).	As per obligation 235, customers requiring life support complete a life support equipment registration form, which includes an area where customers must be certified by an appropriately qualified medical practitioner.  Evidence for the audit period showed that PE has complied with the 3 yearly recertification requirements of this obligation.  ► Evidence of the 12 month obligation to contact life support customers was not available for the audit.  ► The life support register has columns for Validation Date and Re-certification date, but only Re-certification date appears to be actively used.  (EVIDENCE: Perth Energy Life Support Register) (EVIDENCE: Email Template, Subject: Important: Recertification of Life Support Equipment)	4	A	2	14. Ensure that contact with life support customers at 12 months from initial certification is recorded in accordance with Code requirements.. Ensure the life support register and in particular, Validation Dates are being actively maintained for code compliance. Consider adding the life support register to internal audit processes.
241	C5.1	Code of Conduct clause 7.7(7) A retailer or a distributor must remove the customer's details from the life support equipment register in the circumstances and timeframes	As per obligation 235, customers must provide written notice to PE within 5 business days of a person previously requiring life support equipment, no longer residing at the site. This obligation is part of the	4	A	1	15. [OFI] The 'Life Support Register' could be improved to show more clearly contact with the customer at 12 months and at 3 years and separately, any reply

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		specified in subclause 7.7(7).	<p>Schedule of Standard Terms and Conditions.</p> <p>The audit did not find evidence that customers had been removed from the life support register in breach of this Obligation.</p> <p>The licensee made contact with the customers in accordance with the Code of Conduct and there was no evidence to show that any customer should have been removed.</p> <p>► The life support register has columns for Validation Date and Re-certification date, but only Re-certification date appears to be actively used.</p> <p>(EVIDENCE: Perth Energy Life Support Register)</p> <p>(EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use)</p>				from the customer. This would show which customers have not replied within the minimum allotted time and allow the licensee their removal.
<b>RECONNECTION</b>							
242	C5.1	<p>Code of Conduct clause 8.1(1)</p> <p>A retailer must arrange for reconnection of the customer's supply address if the customer remedies their breach, makes a request for reconnection, and pays the retailer's reasonable charges (if any) for reconnection, or accepts an offer of an instalment plan for the retailer's reasonable charges.</p>	<p>As per Customer Complaints Registers, PE has complied with Code requirements.</p> <p>(EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018)</p>	4	A	1	
243	C5.1	<p>Code of Conduct clause 8.1(2)</p> <p>A retailer must forward the request for reconnection to the relevant distributor within the timeframes specified in subclause 8.1(2).</p>	<p>There have been no customer complaints related to a late reconnection however the process of reconnection does not show clearly the timing of customer reconnection requests:</p>	4	B	1	As per Opportunity for Improvement 7.

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			► The PE process for reconnection does not reference the submission time requirements of this clause.				
<b>PRE-PAYMENT METERS</b>							
245	C5.1	Code of Conduct clause 9.1(2) A distributor may only operate a pre-payment meter and a retailer may only offer a pre-payment meter service in an area that has been declared by the Minister by notice published in the <i>Government Gazette</i> .	Not Applicable – Pre-payment meters are not used by PE.	NA	NA	NA	
246	C5.1	Code of Conduct clause 9.2(1) A retailer must not provide a pre-payment meter service at a residential customer's supply address without the verifiable consent of the customer or the customer's nominated representative.	Not Applicable as per Obligation 245.	NA	NA	NA	
247	C5.1	Code of Conduct clause 9.2(2) A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.	Not Applicable as per Obligation 245.	NA	NA	NA	
249	C5.1	Code of Conduct clause 9.3(1) If a residential customer requests information on the use of a pre-payment meter, a retailer must advise the information specified in subclause 9.3(1) at no charge, and in clear, simple and concise language.	Not Applicable as per Obligation 245.	NA	NA	NA	
250	C5.1	Code of Conduct clause 9.3(2)	Not Applicable as per Obligation 245.	NA	NA	NA	

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		No later than 10 business days after the time a residential customer enters into a pre-payment meter contract at that customer's supply address, a retailer must give, or make available to, that customer the information specified in subclauses 9.3(1) and 9.3(2)(a)-(s) at no charge.					
251	C5.1	Code of Conduct clause 9.3(3) A retailer must ensure that the following information is shown on or directly adjacent to a residential customer's pre-payment meter: the positive or negative financial balance of the pre-payment meter within one dollar (\$1) of the actual balance; whether the pre-payment meter is operating on normal credit or emergency credit; a telephone number for enquiries; and the distributor's 24-hour telephone number for faults and emergencies.	Not Applicable as per Obligation 245.	NA	NA	NA	
252	C5.1	Code of Conduct clause 9.3(4) On request and at no charge, a retailer must give a pre-payment meter customer the following information: total energy consumption; average daily consumption; and the average daily cost of consumption for the previous 2 years, or since the commencement of the pre-payment meter contract (whichever is shorter), divided into quarterly segments.	Not Applicable as per Obligation 245.	NA	NA	NA	
253	C5.1	Code of Conduct clause 9.3(5) If the recharge facilities available to a residential customer change from the initial recharge facilities referred to in subclause (2)(r), a retailer	Not Applicable as per Obligation 245.	NA	NA	NA	

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		must use reasonable endeavours to notify a pre-payment meter customer in writing or by electronic means within 10 business days of the change.					
254	C5.1	Code of Conduct clause 9.4(1) If a pre-payment meter customer notifies a retailer that it wants to replace or switch a pre-payment meter to a standard meter, the retailer must send the specified information to the customer, and arrange with the relevant distributor to remove or render non-operational the pre-payment meter and replace or switch the pre-payment meter to a standard meter within 1 business day of the request.	Not Applicable as per Obligation 245.	NA	NA	NA	
255	C5.1	Code of Conduct clause 9.4(2) A retailer must not charge for reversion to a standard meter if a pre-payment customer is a residential customer and that customer, or their nominated representative, requests reversion of a pre-payment meter within 3 months of its installation or the date the customer agreed to enter into the pre-payment contract, whichever is later.	Not Applicable as per Obligation 245.	NA	NA	NA	
256	C5.1	Code of Conduct clause 9.4(4) If a retailer requests the distributor to revert a pre-payment meter, the distributor must do so within 5 business days of receipt of the request for supply addresses within the metropolitan region; and within 10 days for supply addresses within regional areas.	Not Applicable as per Obligation 245.	NA	NA	NA	

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259	C5.1	Code of Conduct clause 9.6 A retailer must ensure that a pre-payment meter service complies with the prescribed requirements in subclause 9.6.	Not Applicable as per Obligation 245.	NA	NA	NA	
260	C5.1	Code of Conduct clause 9.7(a),(b) and (d) A retailer must ensure that: at least 1 recharge facility is located as close as practicable to a pre-payment meter, and in any case no further than 40 kilometres away; a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days a week; and the minimum amount to be credited by a recharge facility does not exceed \$20 per increment.	Not Applicable as per Obligation 245.	NA	NA	NA	
261	C5.1	Code of Conduct clause 9.8 If a pre-payment meter customer demonstrates to a retailer that the customer is entitled to receive a concession, the retailer must ensure that the pre-payment meter customer receives the benefit of the concession.	Not Applicable as per Obligation 245.	NA	NA	NA	
262	C5.1	Code of Conduct clause 9.9(1) If requested by a pre-payment meter customer, a retailer must make immediate arrangements to check the metering data, test the pre-payment meter, and/or arrange for a test of the metering installation at the connection point.	Not Applicable as per Obligation 245.	NA	NA	NA	
264	C5.1	Code of Conduct clause 9.9(4) If a pre-payment meter is found to be inaccurate or not operating correctly, a retailer must immediately arrange for the repair or replacement	Not Applicable as per Obligation 245.	NA	NA	NA	



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		of the pre-payment meter, correct any overcharging or undercharging, and refund any charges payable by the customer for testing the pre-payment meter.					
265	C5.1	Code of Conduct clause 9.10(1) Subject to the pre-payment meter customer notifying a retailer of the proposed vacation date, a retailer must ensure that a pre-payment customer can retrieve all remaining credit at the time the pre-payment meter customer vacates the supply address.	Not Applicable as per Obligation 245.	NA	NA	NA	
266	C5.1	Code of Conduct clause 9.10(2) If a pre-payment meter customer (including a customer who has vacated the supply address) has been overcharged as a result of an act or omission of a retailer or distributor, the retailer must use its best endeavours to inform and reimburse the pre-payment meter customer, (except in the circumstances in clause 9.10(7)) in the timeframe and manner specified.	Not Applicable as per Obligation 245.	NA	NA	NA	
267	C5.1	Code of Conduct clause 9.10(3) The retailer must pay the amount in accordance with the pre-payment meter customer's instructions within 12 business days of receiving the instructions.	Not Applicable as per Obligation 245.	NA	NA	NA	
268	C5.1	Code of Conduct clause 9.10(4) If a retailer does not receive reimbursement instructions within 20 business days of making the request, the retailer must use reasonable	Not Applicable as per Obligation 245.	NA	NA	NA	

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		endeavours to credit the amount overcharged to the customer's account.					
269	C5.1	Code of Conduct clause 9.10(6) If a retailer proposes to recover an amount undercharged to a pre-payment meter customer as a result of an act or omission by the retailer or distributor, the retailer must comply with the conditions specified in subclause 9.10(6).	Not Applicable as per Obligation 245.	NA	NA	NA	
270	C5.1	Code of Conduct clause 9.11(1) A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative for a waiver of any fee to replace or switch a pre-payment meter to a standard meter.	Not Applicable as per Obligation 245.	NA	NA	NA	
271	C5.1	Code of Conduct clause 9.11(2) and (3) If a retailer is informed by a pre-payment meter customer that the customer is experiencing payment difficulties or financial hardship, or the retailer identifies the customer as having been disconnected in the manner specified in subclause 9.11(2)(b), the retailer must, subject to subclause 9.11(3), use its best endeavours to contact the customer as soon as reasonably practicable to provide the information prescribed in subclause 9.11(2)(d)-(g).	Not Applicable as per Obligation 245.	NA	NA	NA	
<b>INFORMATION &amp; COMMUNICATION</b>							
272	C5.1	Code of Conduct clause 10.1(1) A retailer must give notice of any variations in its tariffs to each of its customers affected by a	Not Rated – As per obligations 79 and 100, all PE's customers opt for non-standard contracts. Standard form contracts and tariffs would only apply to PE's customers	4	NP	NR	

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		variation as soon as practicable after the variation is published and no later than the next bill in the customer's billing cycle.	for a short duration and under certain circumstances.				
273	C5.1	Code of Conduct clause 10.1(2) Upon request and at no charge, a retailer must provide a customer with reasonable information on the retailer's tariffs, including alternative tariffs.	Not Rated – PE did not receive any ad-hoc requests from customers in regard to tariffs during the audit period.	4	NP	NR	
274	C5.1	Code of Conduct clause 10.1(3) A retailer must give a customer the information requested on tariffs within 8 business days of the date of receipt, and, if requested, a retailer must provide the information in writing.	Not Rated – No request for tariff information was received by PE during the audit period.	4	NP	NR	
275	C5.1	Code of Conduct clause 10.2(1) On request, a retailer must provide a non-contestable customer with their billing data.	Not Applicable – All PE customers are contestable.	NA	NA	NA	
276	C5.1	Code of Conduct clause 10.2(2) If a <i>non-contestable</i> customer requests billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with the retailer, a retailer must provide the data at no charge.	Not Applicable – All PE customers are contestable.	NA	NA	NA	
277	C5.1	Code of Conduct clause 10.2(3) A retailer must give the requested billing data under subclause 10.2(1) within 10 business days of the receipt of the request or upon the payment of the retailer's reasonable charge for providing the billing data.	Not Applicable – All PE customers are contestable.	NA	NA	NA	

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278	C5.1	Code of Conduct clause 10.2(4) A retailer must keep a <i>non-contestable</i> customer's billing data for 7 years.	Not Applicable – All PE customers are contestable.	NA	NA	NA	
279	C5.1	Code of Conduct clause 10.3 On request and at no charge, a retailer must provide a residential customer with information on the types of concessions available to the residential customer and the name and contact details of the organisation responsible for administering those concessions (if not the retailer).	Not Rated – PE's residential customer did not make this request during the audit period.	5	NP	NR	
280	C5.1	Code of Conduct clause 10.3A At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment.	PE both email and write to customers in the form of a letter each June informing them of PE's obligations to make payments to customers under Part 14 of the Code. ► Evidence of annual customer notification was requested for the audit period, but not provided by PE.	4	B	2	16. Send and retain evidence of the annual communication with customers referring to PE's obligations under Part 14 of the Code.
281	C5.1	Code of Conduct clause 10.4 On request and at no charge, a retailer must give, or make available to, a customer general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.	Not Rated – No request for information was received by PE during the audit period. Information on cost effective and efficient ways to utilise electricity was published on the PE website, after the audit period had ended. ► While PE have reported a non-compliance during the audit period as part of their annual reporting obligations, this has now been confirmed with PE as an error, due to a misunderstanding of the obligation	4	NP	NR	

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			requirements.  (EVIDENCE: Confirmation email from PE, Obligation 281, 17 Sep 18)				
282	C5.1	Code of Conduct clause 10.5 If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response.	PE routinely referred customers to WP during the audit period for matters relating to the distribution of electricity.	4	A	1	
290	C5.1	Code of Conduct clause 10.9 To the extent practicable, a retailer and distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear, simple, concise language and in a format that is easy to understand.	Documentation prepared by the licensee for information purposes is generally in accordance with the requirements.  (EVIDENCE: Refer Appendix A, Documentation Reviewed)	4	NP	1	
291	C5.1	Code of Conduct clause 10.10.(1) On request, a retailer and a distributor must inform a customer how to obtain a copy of the Code of Conduct.	Not Rated – No request was received by PE during the audit period.	4	NP	NR	
292	C5.1	Code of Conduct clause 10.10(2) A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.	The Code of Conduct is available on the PE website free of charge at: <a href="https://www.perthenergy.com.au/contracts-and-regulatory-information/">https://www.perthenergy.com.au/contracts-and-regulatory-information/</a>	4	A	1	
294	C5.1	Code of Conduct clause 10.11(1) On request and at no charge, a retailer and a	Not Rated – PE's residential customer did not make this request during the audit period.	5	NP	NR	

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		distributor must make services available to a residential customer to assist the residential customer to interpret information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).					
295	C5.1	Code of Conduct clause 10.11(2) For residential customers, a retailer and, if appropriate, a distributor, must include the information prescribed in subclause 10.11(2)(a) on its bills and bill-related information, reminder notices and disconnection warnings.	PE utilise a billing template that includes standardised information.  (EVIDENCE: Bill Statement No. 2138345, 13 Dec 17) (EVIDENCE: Bill Statement No. 2144792, 21 Mar 18)	5	A	1	
297	C5.1	Code of Conduct clause 10.12(2) On request, a retailer must advise a customer of the availability of different types of meters or refer the customer to the relevant distributor for a response.	Not Rated – No request was received by PE during the audit period.	4	NP	NR	
<b>COMPLAINTS AND DISPUTE RESOLUTION</b>							
298	C5.1	Code of Conduct clause 12.1(1) A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	The Complaint Handling Procedure, is accompanied by a Complaint Handling Process (a flow chart documenting PE's system for managing complaints).  The Schedule of Standard Terms and Conditions includes details on Dispute Resolution and Expert Determination.  Contact details for making internal (PE) and external complaints (Ombudsman) are included on standard bill templates.	4	A	1	

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			(EVIDENCE: Complaint Handling Process, Rev. 0, 13 Feb 2017, Draft) (EVIDENCE: Complaint Handling Procedure, Rev. 1, 24 Feb 2017) (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: Bill Statement No. 2147370, 1 May 18)				
299	C5.1	Code of Conduct clause 12.1(2) The complaints handling process under subclause 12.1(1) must comply with the requirements specified in subclauses 12.1(2)(a), (b) and (c) and be made available at no cost.	Refer to obligation 174. The complaint handling process is described in the Complaint Handling Procedure, Standard Form Contract, Non-Standard Form Contract and: <a href="https://www.perthenergy.com.au/help/complaints/">https://www.perthenergy.com.au/help/complaints/</a> . PE have complied with the requirements of this obligation.  (EVIDENCE: PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use) (EVIDENCE: Standard Form Electricity Contract 2016/17 (ESA.005.1117)) (EVIDENCE: Complaint Handling Process, Rev. 0, 13 Feb 2017, Draft) (EVIDENCE: Complaint Handling Procedure, Rev. 1, 24 Feb 2017) (EVIDENCE: PE Small Use Customer Information Pack)	4	B	2	As per Recommendation 11.
300	C5.1	Code of Conduct clause 12.1(3) A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).	As per obligation 172. PE's Billing Procedures Overview states: "PE must advise the customer of the existence and operation of PE's internal complaints procedure and details of any applicable external complaints handling processes. (i.e.	4	B	2	17. Include a template response covering Code requirements on each complaint handling reply. This could be a link to the Complaint Handling Procedure

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			the electricity ombudsman)".  ► It does not appear that PE specifically reiterates the options available to customers with respect to complaint handling, in reply to each and every complaint, including escalation of the complaint to the electricity ombudsman.  (EVIDENCE: Billing Procedures Overview, Rev. 1, 24 Feb 2017)				published online.
301	C5.1	Code of Conduct clause 12.1(4) Upon receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	As per obligation 174.  (EVIDENCE: Perth Energy Customer Complaints Registers, July 2016 – June 2018) (EVIDENCE: Complaint Handling Procedure, Rev. 1, 24 Feb 2017)	4	B	2	As per Recommendation 11.
302	C5.1	Code of Conduct clause 12.2 A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints.	PE's complaint handling process is compliant with the ERA document: Customer Complaints Guidelines: distinguishing customer queries from complaints.  (EVIDENCE: Complaint Handling Process, Rev. 0, 13 Feb 2017, Draft) (EVIDENCE: Complaint Handling Procedure, Rev. 1, 24 Feb 2017) (EVIDENCE: Customer Complaint Guidelines: distinguishing customer queries from complaints, Dec 16)	4	A	1	
303	C5.1	Code of Conduct clause 12.3	Not Rated – No request was received by PE during the	4	NP	NR	



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		Upon request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer in utilising the respective complaints handling processes.	audit period.				
304	C5.1	Code of Conduct clause 12.4 When a retailer, distributor or electricity marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be the appropriate entity to deal with the complaint (if known).	As per obligation 282. PE routinely referred customers to WP during the audit period for complaints relating to the distribution of electricity.	4	A	1	
<b>REPORTING</b>							
305	C5.1	Code of Conduct clause 13.1 A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	PE have prepared and submitted a report for each year during the audit period. A recent version of the report is made available at: <a href="https://www.perthenergy.com.au/wp-content/uploads/2017/11/2017-Electricity-Performance-Reporting-Datasheets-Retail.pdf">https://www.perthenergy.com.au/wp-content/uploads/2017/11/2017-Electricity-Performance-Reporting-Datasheets-Retail.pdf</a>  The Electricity Retailer Compliance & Performance Reports, 1 July 2017 to 30 June 2018 are not due to be submitted until 30 September 2018.  (EVIDENCE: Electricity Retailer Compliance & Performance Reports, 1 July 2016 to 30 June 2017)	4	NP	1	
306	C5.1	Code of Conduct clause 13.2 The report specified in clause 13.1 must be provided to the ERA by the date, and in the	As per obligation 124, all reports during the audit period were provided to the authority by the due date and in the correct format.	4	NP	1	

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		manner and form, specified by the ERA.					
307	C5.1	<p>Code of Conduct clause 13.3</p> <p>The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if:</p> <ul style="list-style-type: none"> <li>copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and</li> <li>a copy is posted on the retailer or distributor's website.</li> </ul>	<p>PE is required to publish on their website their Electricity Retailer Performance Reports (datasheets) in accordance with instructions from the ERA.</p> <ul style="list-style-type: none"> <li>► A request to publish the 2016 report within 7 calendar days was made on 20 Oct 2016, the licensee did not have evidence to show that this occurred however the ERA has confirmed this occurred.</li> <li>► A request to publish a revised 2017 report within 7 calendar days was made on 6 Oct 2017, the licensee did not have evidence to show that this occurred however the ERA has confirmed this occurred.</li> <li>► A second request to publish a revised 2017 report was made on 27 Oct 2017 and confirmed to be published on 13 Nov 2017. This is outside the normal 7 calendar day requirement of the ERA, however, in this instance, it does not appear that the ERA specified a timeframe for the re-publishing of the 2017 report.</li> </ul> <p>(EVIDENCE: Internal PE emails requesting web publication of compliance reports and data sheets)</p>	4	B	1	18. Amend internal processes to ensure that website publishing dates are as per Code requirements. As part of this, ensure evidence of website publishing dates is logged for auditing / compliance purposes.
<b>SERVICE STANDARD PAYMENTS</b>							
308	C5.1	<p>Code of Conduct clause 14.1(1)</p> <p>Subject to clause 14.6, a retailer must pay the stated compensation to a customer where the</p>	<p>Not Rated – PE have not indicated that any compensation payments were made to customers over the audit period.</p>	4	NP	NR	

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		customer is not reconnected in accordance with the timeframes specified in Part 8.					
310	C5.1	Code of Conduct clause 14.2(1) Subject to clause 14.6, a retailer must pay the specified compensation to a customer if a retailer fails to comply with any of the procedures specified in Part 6 and Part 7 prior to arranging for disconnection or disconnecting the customer for failure to pay a bill, or arranges for disconnection or disconnects the customer for failure to pay a bill in contravention of clauses 7.2, 7.3, 7.6 or 7.7.	Not Rated – PE have not indicated that any compensation payments were made to customers over the audit period.	4	NP	NR	
312	C5.1	Code of Conduct clause 14.3(1) Subject to clause 14.6, a retailer must pay the customer \$20 where the retailer has failed to acknowledge or respond to a complaint within the timeframes prescribed in subclause 12.1(4).	Not Rated – PE have not indicated that any compensation payments were made to customers over the audit period. As per obligation 174.	4	NP	NR	As per recommendation 11.
315	C5.1	Code of Conduct clause 14.7(1) A retailer who is required to make a compensation payment for failing to satisfy a service standard under clauses 14.1, 14.2 or 14.3 must do so in the manner specified in subclause 14.7(1).	Not Rated – PE have not indicated that any compensation payments were made to customers over the audit period.	4	NP	NR	
<b>Section 15 - Electricity Industry Metering Code – Licence Conditions and Obligations</b>							
324	C5.1	Electricity Industry Metering Code clause 3.3B If a user is aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flows or any changes in	Not Rated – As the network operator and meter data agent, WP will know of previously unknown bi-directional flows prior to PE. PE follow WP's process to manage solar connections,	4	NP	NR	

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		a customer's or user's circumstances in a metering point that will result in bi-directional flows, the user must notify the network operator within 2 business days.	which includes PE submitting an application form to WP for each metering point that could be subject to bi-directional flows, prior to these bi-directional flows occurring.				
339	C5.1	Electricity Industry Metering Code clause 3.11(3) A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	Not Rated - As the network operator and meter data agent, WP will know of any malfunctioning metering installation before PE.	4	NP	NR	
354	C5.1	Electricity Industry Metering Code clause 3.18(1) The metering installation for the connection point must comply with the prescribed wholesale market metering installation requirements if the Electricity Retail Corporation supplies electricity to a contestable customer at a connection point under a non-regulated contract and in circumstances when, immediately before entering into the contract, the electricity retail corporation supplied electricity to the contestable customer under a regulated contract.	Not Applicable – Applies to the Electricity Retail Corporation (Synergy).	NA	NA	NA	
364	C5.1	Electricity Industry Metering Code clause 3.27 A person must not install a metering installation on a network unless the person is the network operator or a registered metering installation provider for the network operator doing the type of work authorised by its registration.	All metering installations are installed by the network operator, WP.	4	NP	1	
371	C5.1	Electricity Industry Metering Code clause 4.4(1) If there is a discrepancy between energy data held in a metering installation and in the metering	Not Rated – There have been no instances of disagreement during the audit period. PE use WP data exclusively.	4	NP	NR	

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		database, the affected Code participants and the network operator must liaise to determine the most appropriate way to resolve the discrepancy.					
372	C5.1	Electricity Industry Metering Code clause 4.5(1) A Code participant must not knowingly permit the registry to be materially inaccurate.	Meter information and readings are checked by PE as part of billing processes. If information or usage appear incorrect compared to historical records, with no known reason, PE will contact a customer first to discuss potential causes, then possibly WP to audit their records.  (EVIDENCE: Market Master Dispute Worksheet)	4	NP	1	
373	C5.1	Electricity Industry Metering Code clause 4.5(2) Subject to subclause 5.19(6), if a Code participant, other than a network operator, becomes aware of a change to, or an inaccuracy in, an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.	Not Rated – No inaccuracies were reported by PE associated with standing data in the registry over the audit period.	4	NP	NR	
388	C5.1	Electricity Industry Metering Code clause 5.4(2) A user must, when reasonably requested by a network operator, assist the network operator to comply with the network operator's obligation under subclause 5.4(1).	Not Rated – The network operator has not requested the assistance of PE with respect to their metering installation during the audit period. Generally, it is PE requesting the assistance of WP with respect to metering installations.	4	NP	NR	
401	C5.1	Electricity Industry Metering Code clause 5.16 If a user collects or receives energy data from a metering installation then the user must provide	Not Applicable – The network operator collects the energy data.	NA	NA	NA	

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		the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.					
402	C5.1	Electricity Industry Metering Code clause 5.17(1) A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	PE has provided all required standing and energy data to their customers as part of their billing processes during the audit period.	4	A	1	
405	C5.1	Electricity Industry Metering Code clause 5.18 If a user collects or receives information regarding a change in the energisation status of a metering point then the user must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	Not Applicable – The network operator has access to and controls all metering installations.  During the audit period, where required, WP advised PE of changes to the energisation status of customer metering points. Customers did not provide this information to PE.	NA	NA	NA	
406	C5.1	Electricity Industry Metering Code clause 5.19(1) A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere, and provide that information to the network operator.	Not Rated – There have been no requests by the network operator to collect information from customers during the audit period. PE relies on WP, with respect to all metering installation matters.	4	NP	NR	
407	C5.1	Electricity Industry Metering Code clause 5.19(2) A user must, to the extent that it is able, collect	Not Applicable - PE uses Gentrack to monitor and maintain a record of the prescribed information in	NA	NA	NA	

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		and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated.	relation to each connection point.				
408	C5.1	Electricity Industry Metering Code clause 5.19(3) Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	Not Applicable – Changes to customer address or site attributes during the audit period are the responsibility of WP.	NA	NA	NA	
410	C5.1	Electricity Industry Metering Code clause 5.19(6) The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause 5.19(2) that results from the provision of standing data by the network operator to the user.	Not Applicable – As per obligation 408, the metering database is maintained by WP, with PE only having cursory control over inaccuracies.	NA	NA	NA	
416	C5.1	Electricity Industry Metering Code clause 5.21(5) A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	All tests requested by PE during the audit period were in compliance with this clause.	4	NP	1	
417	C5.1	Electricity Industry Metering Code clause 5.21(6) A Code participant must not make a request under subclause 5.21(1) that is inconsistent with any access arrangement or agreement.	Test requests made by PE over the audit period were done so in compliance with this clause. Subject to the requisite fees being paid, WP has not refused any meter test requests.	4	NP	1	
435	C5.1	Electricity Industry Metering Code clause 5.27 Upon request from a network operator, the	Not Rated – the network operator did not make any requests for customer attributes during the audit period.	4	NP	NR	

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		current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	WP generally has direct access to this already.				
448	C5.1	Electricity Industry Metering Code clause 6.1(2) A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	There have been no breaches of the rules, procedures, agreements and criteria during the audit period. No breaches of access arrangement in audit period.	4	NP	1	
451	C5.1	Electricity Industry Metering Code clause 7.2(1) Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice communication in connection with the Code.	The PE office has a main telephone line, postal address and facsimile / email capability. There have been no communication difficulties during the audit period. Both PE and WP have respective nominated contact persons.	4	A	1	
453	C5.1	Electricity Industry Metering Code clause 7.2(4) If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a network operator within 3 business days after the request.	Not Rated – There have been no requests for contact details by the network operator during the audit period.	4	NP	NR	
454	C5.1	Electricity Industry Metering Code clause 7.2(5) A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator under subclause 7.2(4) at least 3 business days before the change takes effect.	Not Rated – PE's contact details did not change during the audit period.	4	NP	NR	



Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
455	C5.1	Electricity Industry Metering Code clause 7.5 A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential information provided to it under or in connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.	As per obligation 16. All PE personnel sign confidentiality agreements. In addition, information systems are segregated and password protected so only necessary access to personnel is provided. There have been no breaches of confidentiality during the audit period.	4	A	1	
456	C5.1	Electricity Industry Metering Code clause 7.6(1) A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	Confidential information is disclosed on an as required basis by PE.  (EVIDENCE: Customer Privacy and Data Release Procedure) (EVIDENCE: Data Breach Management Procedure) (EVIDENCE: Perth Energy Privacy Policy) (EVIDENCE: Perth Energy Information Technology Policy)	4	A	1	
457	C5.1	Electricity Industry Metering Code clause 8.1(1) If any dispute arises between any Code participants then (subject to subclause 8.2(3)) representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute by negotiations in good faith.	Not Rated – there have been no disputes during the audit period.	4	NP	NR	
458	C5.1	Electricity Industry Metering Code clause 8.1(2) If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties	Not Rated – there have been no disputes during the audit period.	4	NP	NR	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		must refer the dispute to a senior management officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.					
459	C5.1	Electricity Industry Metering Code clause 8.1(3) If the dispute is not resolved within 10 business days after the dispute is referred to senior management negotiations, the disputing parties must refer the dispute to the senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	Not Rated – there have been no disputes during the audit period.	4	NP	NR	
460	C5.1	Electricity Industry Metering Code clause 8.1(4) If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	Not Rated – there have been no disputes during the audit period.	4	NP	NR	
461	C5.1	Electricity Industry Metering Code clause 8.3(2) The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1).	Not Rated – there have been no disputes during the audit period.	4	NP	NR	
		<b>Section 16 - Electricity Industry (Network Quality and Reliability of Supply) Code 2005</b>	Not Applicable – Section 16 of the Electricity Compliance Reporting Manual contains Licence Conditions and Obligations relating to the Electricity Industry 'Network Quality and Reliability of Supply' Code. This section is not applicable to Retail Licence holders.				
		<b>Section 17 - Electricity Licences - Licensee Specific Conditions and Obligations</b>	Not Applicable – Section 17 of the Electricity Compliance Reporting Manual contains obligations which only apply to Horizon Power, Western Power, Synergy and Clear Energy.				
		Electricity Licences - Licensee Specific	Not Applicable	NA	NA	NA	

Oblig	Lic ref	Licence Conditions	Findings ► Non Compliance	Audit Priority	Adequacy A,B = Y C,D = N	Compliance* 1=Y 2,3,4=N	Recommendations / Opportunities for Improvement
		<p>Conditions and Obligations</p> <p>** Obligations 486 to 496 apply only to Horizon, Western Power, Synergy and Clean Energy and other suppliers</p>					

### 3 CHANGES TO THE LICENCE

No changes to the licence conditions are recommended.

### 4 RECOMMENDATIONS

#### 4.1 CURRENT AUDIT NON-COMPLIANCES AND RECOMMENDATIONS

Recommendations on the actions to be taken by the licensee to address performance audit non-compliances are listed in Table 5 and Table 6.

**Table 5 - Current audit non-compliances and recommendations (Resolved)**

Table of Current Audit Non Compliances/Recommendations (Resolved)			
A. Resolved during current Audit period			
Manual Ref	Non Compliance/Controls Improvement (Rating / Legislative Obligation / Details of Non Compliance or inadequacy of controls)	Date Resolved (& management action taken)	Auditors Comments
220	<p>Rating: B2</p> <p>Lic Ref: C5.1, Code of Conduct clause 6.10(1)</p> <p>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.</p> <ul style="list-style-type: none"> <li>▶ The licensee did not have a formal Hardship Policy during the audit period.</li> <li>▶ There was no procedure to assist customers experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer.</li> </ul>	29 Aug 18 – PE finalised Customer Financial Hardship Policy.	No recommendation necessary as evidence was presented to demonstrate that this has now been resolved to the satisfaction of the ERA.

**Table 6 - Current audit non-compliances and recommendations (Unresolved)**

Table of Current Audit Non Compliances/Recommendations (Unresolved)				
B. Unresolved during current Audit period				
Ref no/ 2018	Obl	Non Compliance/Controls Improvement (Rating / Legislative Obligation / ►Details of Non Compliance or inadequacy of controls)	Auditors' Recommendation	Management action taken by end of Audit period
1	235	<p>Rating: A1</p> <p>Lic Ref: C5.1, Code of Conduct clause 7.7(1)</p> <p>If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment, the retailer must comply with subclause 7.7(1).</p> <p>► The register includes details of the life support equipment required by each customer, as per the registration form requirements. The 2016 Code of Conduct no longer requires retailers to register the life support equipment of the customer.</p>	1/2018 [OFI] Remove from the life support register and Procedure for Life Support Customers, the requirement to register details of the life support equipment by customer.	
2	6	<p>Rating: A1</p> <p>Lic Ref: C5.1, Electricity Industry Customer Transfer Code clause 3.2(2)</p> <p>A retailer must submit a separate data request for each connection point, unless otherwise agreed.</p> <p>► The Electricity Industry Customer Transfer Code (2004) linked on the PE website is out of date – current version is 2006.</p>	2/2018 [OFI] Update the PE Website link to the current version 2006 Electricity Industry Customer Transfer Code.	
3	18	<p>Rating: B1</p> <p>Lic Ref: C5.1, Electricity Industry Customer Transfer Code clause 3.9(3)</p> <p>A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.</p> <p>► PE no longer exclusively use their Request for Electricity Supply Proposal form when obtaining verifiable consent – instead, this is through written email communication with potential customers. This email does not specifically refer to the release of confidential information and the PE privacy policy.</p>	3/2018 [OFI] Review the usage of email only verifiable consent with respect to confidentiality and privacy declarations, as per the current Request for an Electricity Supply Proposal form..	
4	23, 143, 187	<p>Rating: B1</p> <p>Lic Ref: C5.1, Electricity Industry Customer Transfer Code clause 4.2(2)</p>	4/2018 [OFI] Ensure adequate document control in "New Gentrack Account & Electricity Customer Transfer"	

		<p>A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed.</p> <p>► The “New Gentrack Account &amp; Electricity Customer Transfer” document has inadequate document control.</p>	<p>for better consistency across PE’s internal processes and code compliance.</p>	
5	118	<p>Rating: B2</p> <p>Lic Ref: C5.1, Electricity Industry (Customer Contracts) Regulations 2005</p> <p>A licensee can only amend the standard form contract with the ERA’s approval.</p> <p>► The published Standard Form Electricity Contract (ESA.005.1117) is a different version to that provided for the audit (2016-17, ESA.005.0816). Whilst there were differences in title and headings, a sample check of the text of the contract did not show material difference between the contracts however Standard Form Contract 2016-17 replaced the previous version without the ERA’s approval.</p>	<p>5/2018 Ensure consistency in document versions for the approved licensee Standard Form Contract with that communicated internally and externally, and ensure that each version is subject to the ERA’s approval..</p>	
6	132	<p>Rating: B1</p> <p>Lic Ref: C23.1, Code of Conduct clause 2.3(1)</p> <p>A retailer or electricity marketing agent must ensure that non-standard contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.3(1).</p> <p>► The PE contract execution flow chart does not reference the timeframe requirements of this clause (for providing signed copies of non-standard contracts to customers).</p>	<p>6/2018 [OFI] Update the Contract Execution Flowchart to include the timeframe requirements of providing customers with their signed non-standard contracts.</p>	
7	144, 243	<p>Rating: B2</p> <p>Lic Ref: C5.1, Code of Conduct clause 3.1(2)</p> <p>Unless the customer agrees otherwise, a retailer must forward the customer’s request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.</p> <p>► The PE process for new connections needs to clarify the submission time requirements of this clause, including the requirement to forward the customer’s request for the connection to the relevant distributor that same day if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a</p>	<p>7/2018 [OFI] The specific requirements regarding connection and reconnection time frames should be clarified in PE procedures.</p>	

		weekend or public holiday.		
8	147	<p>Rating: B / NR</p> <p>Lic Ref: C5.1, Code of Conduct clause 4.2(2)</p> <p>If a residential customer informs a retailer that the customer is experiencing payment difficulties or financial hardship and the customer is assessed as experiencing payment difficulties or financial hardship, the retailer must not place that customer on a shortened billing cycle without that customer's verifiable consent.</p> <p>► It does not appear that this Code requirement is sufficiently captured by current PE procedures.</p>	8/2018 [OFI] Add the restrictions around residential customers experiencing financial hardship and shortened billing cycles to relevant PE procedural and training documents.	
9	157, 159, 160	<p>Rating: B2</p> <p>Lic Ref: C5.1, Code of Conduct clause 4.6(1)</p> <p>A retailer must base a customer's bill on the following:</p> <ul style="list-style-type: none"> <li>the distributor's or metering agent's reading of the meter at the customer's supply address;</li> <li>the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or</li> <li>if the connection point is a Type 7 connection point, the procedure is set out in the metrology procedure or Metering Code, or as set out in any applicable law.</li> </ul> <p>► In accordance with the obligation requirement, PE relies entirely on the meter readings provided by WP. However the audit discovered that while PE do not directly estimate meter readings, WP sometimes estimates meter readings, which are in turn provided to PE for billing purposes. Indirect estimates of meter readings are presented on PE bills as actual meter readings.</p>	9/2018 Update billing processes to accurately reflect actual vs. estimated meter readings as provided by WP. Ensure billing templates are compliant with the obligations pertaining to estimated bills.	
10	172, 300	<p>Rating: B2</p> <p>Lic Ref: C5.1, Code of Conduct clause 4.16(1)(a)</p> <p>If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the unpaid amount. The retailer must advise the customer that the customer may request for a meter test in accordance with the applicable law; and also the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</p>	10/2018 Include a template response covering Code requirements at the outcome of each and every bill review / complaint where no error is discovered. This could be a link to the Complaint Handling Procedure published online.	

		<ul style="list-style-type: none"> <li>It does not appear that PE specifically reiterates the options available to customers with respect to meter testing and complaint handling in reply to each and every bill review.</li> </ul>		
11	174, 175, 299, 301, 312	<p>Rating: B2</p> <p>Lic Ref: C5.1, Code of Conduct clause 4.16(2)</p> <p>A retailer must inform a customer of the outcome of the review of a bill as soon as practicable.</p> <ul style="list-style-type: none"> <li>Although it appeared that most timeframes were code compliant, there were both missing and incorrect acknowledgement / action dates in the Customer Complaints Registers that prevented these complaints from being checked for code compliance.</li> </ul>	<p><b>11/2018</b> Develop a more robust Complaint Register Process that ensures Customer Complaint Register dates are maintained and checked as part of internal audit processes, then routinely cross-checked with code requirements for compliance purposes.</p>	
12	187	<p>Rating: B1</p> <p>Lic Ref: C5.1, Code of Conduct clause 5.1</p> <p>The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.</p> <ul style="list-style-type: none"> <li>The PE "Electricity Supply Agreement: Application and Commercial Terms", being part of the non-standard contract, has a provision for a Payment Due Date that amends the requirements of this obligation on a per customer basis, however, we understand for standard customers, 14 calendar days is offered.</li> <li>Bill Statement No. 2146538, 16 Apr 18 allowed for 14 calendar days from the date of the bill, consistent with the Payment Due Date agreed with this customer.</li> <li>Bill Statement No. 2144882, 26 Mar 18, 2147370, 01 May 18 and 2149586, 01 Jun 18 allowed for more than 14 calendar days from the date of the bill.</li> <li>PE's Billing Procedures Overview does not reference due date requirements.</li> <li>PE's New Gentrack Account &amp; Electricity Customer Transfer document states for small use customers, 12 business days (even if contract says 14 calendar days).</li> <li>Customer contract dated 2 Nov 16 specifies a payment due date of 12 business days.</li> </ul>	<p><b>12/2018</b> [OFI] Confirm actual payment terms are consistent with what has been agreed with each customer's non-standard contract and standardise payment due dates at contract renewal.</p>	
13	220, 221, 222, 226	<p>Rating: B2</p> <p>Lic Ref C5.1, Code of Conduct clause 6.10(1)</p> <p>A retailer must develop a hardship policy and hardship procedures to assist customers</p>	<p><b>13/2018</b> PE needs to review its control process to ensure that licence obligations are complied with in a timely fashion.</p>	



		<p>experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer.</p> <p>► Procedures for compliance need to be improved to ensure that requirements of Code of Conduct are met in a timely fashion.</p> <p>Refer to Table 5, Part A for other findings and completed actions.</p>		
14	240	<p>Rating: A2</p> <p>Lic Ref: C5.1, Code of Conduct clause 7.7(6)</p> <p>A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the manner and circumstances specified in subclause 7.7(6).</p> <p>► Evidence of the 12 month obligation to contact life support customers was not available for the audit.</p> <p>► The life support register has columns for Validation Date and Re-certification date, but only Re-certification date appears to be actively used.</p>	<p><b>14/2018</b> Ensure that contact with life support customers at 12 months from initial certification is recorded in accordance with Code requirements. Ensure the life support register and in particular, Validation Dates are being actively maintained for code compliance. Consider adding the life support register to internal audit processes.</p>	
15	241	<p>Rating: A1</p> <p>Lic Ref: C5.1, Code of Conduct clause 7.7(7)</p> <p>A retailer or a distributor must remove the customer's details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).</p> <p>► The life support register has columns for Validation Date and Re-certification date, but only Re-certification date appears to be actively used.</p>	<p><b>15/2018 [OFI]</b> The 'Life Support Register' could be improved to show more clearly contact with the customer at 12 months and at 3 years and separately, any reply from the customer. This would show which customers have not replied within the minimum allotted time and allow the licensee their removal.</p>	
16	280	<p>Rating: B2</p> <p>Lic Ref: C5.1, Code of Conduct clause 10.3A</p> <p>At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment.</p> <p>► Evidence of annual customer notification was requested for the audit period, but not provided by PE.</p>	<p><b>16/2018</b> Send and retain evidence of the annual communication with customers referring to PE's obligations under Part 14 of the Code.</p>	
17	300	<p>Rating: B2</p> <p>Lic Ref: C5.1 Code of Conduct clause 12.1(3)</p>	<p><b>17/2018</b> Include a template response covering Code requirements on each complaint handling reply.</p>	

		<p>A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).</p> <p>► It does not appear that PE specifically reiterates the options available to customers with respect to complaint handling, in reply to each and every complaint, including escalation of the complaint to the electricity ombudsman.</p>	<p>This could be a link to the Complaint Handling Procedure published online.</p>	
18	307	<p>Rating: B1</p> <p>Lic Ref: C5.1, Code of Conduct clause 13.3</p> <p>The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if:</p> <ul style="list-style-type: none"> <li>copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and</li> <li>a copy is posted on the retailer or distributor's website.</li> </ul> <p>► A request to publish the 2016 report within 7 calendar days was made on 20 Oct 2016, the licensee did not have evidence to show that this occurred however the ERA has confirmed this occurred..</p> <p>► A request to publish a revised 2017 report within 7 calendar days was made on 6 Oct 2017, the licensee did not have evidence to show that this occurred however the ERA has confirmed this occurred.</p> <p>► A second request to publish a revised 2017 report was made on 27 Oct 2017 and confirmed to be published on 13 Nov 2017. This is outside the normal 7 calendar day requirement of the ERA, however, in this instance, it does not appear that the ERA specified a timeframe for the re-publishing of the 2017 report.</p>	<p><b>18/2018</b> Amend internal processes to ensure that website publishing dates are as per Code requirements. As part of this, ensure evidence of website publishing dates is logged for auditing / compliance purposes.</p>	
<p><b>Uncompleted from previous audit and unresolved during current Audit period</b></p>				
19	144, 243	<p>Was 11/2016</p> <p>Rating B1</p> <p>Lic Ref: C5.1, Code of Conduct clause 3.1(2)</p> <p>Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the</p>	<p>Refer Opportunity for Improvement 7.</p>	

		request is received after 3pm or on a weekend or public holiday.  ▶ The PE process for new connections does not reference the submission time requirements of this clause.		
20	172, 300	Was 12/2016 Rating B2 Lic Ref: C5.1, Code of Conduct clause 4.16(1)(a) If a review of a bill has been conducted and the retailer is satisfied that the bill is correct, the retailer may require a customer to pay the unpaid amount; must advise the customer that the customer may request the retailer to arrange a meter test in accordance with the applicable law; and 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.  ▶ It does not appear that PE specifically reiterates the options available to customers with respect to meter testing and complaint handling in reply to each and every bill review.	Refer Recommendation 10.	
21	240	Was 18/2016 Rating B2 Lic Ref: C5.1, Code of Conduct clause 7.7(6) A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the manner and circumstances specified in subclause 7.7(6).  ▶ The letter template used to update life support details does not allow for requesting re-certification every 3 years.  ▶ PE is not currently using the letter template for updating life support details – customers are not being contacted at 12 months in accordance with Code requirements.  ▶ The life support register does not include details on customer anniversary date (for a letter to be sent out within the window required by the Code) and re-certification date (so it is known when re-certification details must be requested).	Refer Recommendation 14.	
22	307	Was 24/2016 Rating B2 Lic Ref: C5.1, Code of Conduct clause 13.3 The report specified in clause 13.1 must be	Refer Recommendation 18.	

		<p>published by the date specified by the Authority. In accordance with clause 13.3(2), a report is published if:</p> <ul style="list-style-type: none"> <li>- copies of it are available to the public without cost, at places where the retailer or distributor transacts business with the public; and</li> <li>- a copy of it is posted on the retailer or distributor's website.</li> </ul> <ul style="list-style-type: none"> <li>▶ A request to publish the 2013 report was made on 27 Sep 2013 and actioned the same day.</li> <li>▶ A request to publish the 2014 report was made on 6 Feb 2015, outside of the 1 Oct 2014 requirement.</li> <li>▶ The 2015 report was published in June 2016.</li> </ul>		
24		<p>Was 25/2016</p> <p>Retail Licence condition 15.2</p> <p>A licensee must, unless otherwise notified in writing by the Authority, review the customer service charter within the timeframe specified, and submit to the Authority the results of that review within 5 days after it is completed.</p> <ul style="list-style-type: none"> <li>▶ The Authority has removed the requirement for electricity and gas retailers and distributors to produce and review a customer service charter. It is noted that reference to the customer service charter is still made on the Perth Energy Website and their bills in the additional information section. (OFI)</li> </ul>	19/2018 [OFI] Remove references to the Customer Service Charter from the Standard Form Contract.	

## POST AUDIT IMPLEMENTATION PLAN

The Post Audit Implementation Plan (PAIP) is a separate document prepared by the licensee in response to the recommendations made in the audit. As it represents the licensee's views and actions it does not form part of the audit report, however it includes all key audit findings and recommendations that have been made in the audit. For each recommendation the licensee has recorded responses and corrective actions, responsibility for the actions and a proposed date for completion.

# Appendix A - Documentation Reviewed

## Key Documentation Reviewed

### Performance Audit

1. Bill Statement No. 2138345, 13 Dec 17
2. Bill Statement No. 2144792, 21 Mar 18
3. Bill Statement No. 2144882, 26 Mar 18
4. Bill Statement No. 2146538, 16 Apr 18
5. Bill Statement No. 2147370, 1 May 18
6. Bill Statement No. 2149586, 1 Jun 18
7. Billing Finalisation Document, 9 Feb 18
8. Billing Procedures Overview, Rev. 1, 24 Feb 2017
9. Billing system screenshot with minimum and maximum days specified
10. Complaint Handling Procedure, Rev. 1, 24 Feb 2017
11. Complaint Handling Process, Rev. 0, 13 Feb 2017, Draft
12. Confirmation email from PE, Obligation 281, 17 Sep 18
13. Contract Execution Flowchart, Powerpoint Process
14. Crediting and Refunding Customer, Document Identifier: E.WI.Billing.030
15. Customer Complaint Guidelines: distinguishing customer queries from complaints, Dec 16
16. Customer Financial Hardship Policy, Draft for ERA Review, 2 Jul 18
17. Customer Privacy and Data Release Procedure, Final, 11 Jul 18
18. Customer contract dated 2 Nov 16
19. Customer Contract, 11 Jan 17
20. Customer Disconnection Notice, 14 Jul 17
21. Customer Internal Audit Adjustment, Email dated 26 May 17
22. Customer verifiable consent email, 10 Jan 17
23. Data Breach Management Procedure, Final, 8 Aug 18
24. Direct Debit Verifiable Consent, 17 Mar 2017
25. Direct Debit Verifiable Consent, 18 Oct 2016
26. Electrical Customer Complaints Reporting Registers – 2016/2017 and 2017/2018
27. Electricity and Gas Retail Licence Compliance Manual
28. Electricity Retailer Compliance & Performance Reports, 1 July 2016 to 30 June 2017
29. Electricity Retailer Compliance & Performance Reports, 1 July 2017 to 30 June 2018

30. Email Template, Subject: Important: Recertification of Life Support Equipment, Various Dates
31. Emails from PE to Authority submitting compliance reports and data sheets, Various Dates
32. Energy and Water Ombudsman complaint, Email dated 23 May 17
33. ERA email to PE confirming completion of Financial Hardship Policy and Procedure review, 29 Aug 18
34. Independent Audit Reports to the members of Perth Energy Pty Ltd, 27 April 2017, 4 May 2018
35. Internal PE emails requesting web publication of compliance reports and data sheets, Various dates
36. Market Master Dispute Worksheet (Excel File)
37. New Connections Document, Undated
38. New Gentrack Account & Electricity Customer Transfer Document, Undated
39. Numerous examples in Customer Complaints Register indicating correspondence to / from Ombudsman
40. Payment by PE of ERA 101197 on 6 Jul 2017
41. Payment by PE of ERA 101285 on 12 Oct 2017
42. Payment by PE of ERA 101361 on 7 Dec 2017
43. Payment file details report, 25 May 17
44. PE Account Management Procedure, Final, 18 Jul 18
45. PE Business Recovery and Continuity Plan, 2 Aug 17
46. PE Complaint Handling Procedure, Final, 11 Jul 18
47. PE Crisis Preparation Procedure, 1 Aug 16
48. PE Electricity Supply Agreement: Application and Commercial Terms, Version dated Aug 17
49. PE email requesting confirmation to test meter, Email dated 2 Jan 18
50. PE Final Report, 2016 Performance Audit
51. PE Risk Management Policy, 21 Jul 16
52. PE Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use, ESA.001.0917
53. PE Small Use Customer Information Pack, Undated
54. Perth Energy Customer Complaints Registers, July 2016 – June 2018
55. Perth Energy Form – Request for an Electricity Supply Proposal
56. Perth Energy Information Technology Policy, 15 Jul 18
57. Perth Energy Life Support Register



- 58. Perth Energy Privacy Policy, 29 Jul 17
- 59. Procedure for Life Support Customers, Final, 11 Jul 18
- 60. Residential Financial Hardship Procedure, Final, 29 Aug 18
- 61. Retail Customer Financial Hardship Process, Powerpoint Training
- 62. Standard Form Electricity Contract 2016/17 (ESA.005.0816)
- 63. Standard Form Electricity Contract 2016/17 (ESA.005.1117)