



# FINAL REPORT

## 2018 Performance Audit

Change Energy Pty Ltd  
Retail Licence ERL25

Audit Report	Authorisation	Name	Position	Date
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1. Change Energy Pty Ltd Performance Audit March 2019

## Glossary of Terms

AEMO – Australian Energy Market Operator  
BMS – Business Management System Manual  
CE – Change Energy Pty Ltd  
Contestable Customer – customer consuming more than 50 megawatt hours of electricity a year  
CRM – Customer Relationship Management System  
CTR – Customer Transfer Request  
ERA – Economic Regulation Authority  
ERL25 – Electricity Retail License 25  
ESA – Electricity Supply Agreement  
ETAC – Electricity Transfer Access Contract  
GES - Geographe Environmental Services Pty Ltd  
NMI – National Metering Identifier  
NSFC – Non-standard Form Contract  
RRN – Retailer Reference Number  
RFP – Request for Proposal  
SFC – Standard Form Contract  
Small Use Customer – customers with consumption greater than 50 MWh and less than 160MWh per annum  
VC – Verifiable Consent  
WEM – Wholesale Electricity Market  
WPC – Western Power Corporation (WPC and WPN are the same organisation)  
WPN – Western Power Networks

*This report is prepared by representatives of Geographe Environmental Services Pty Ltd in relation to the above named client's conformance to the nominated audit standard(s). Audits are undertaken using a sampling process and the report and its recommendations are reflective only of activities and records sighted during this audit process. Geographe Environmental Services Pty Ltd shall not be liable for loss or damage caused to or actions taken by third parties as a consequence of reliance on the information contained within this report or its accompanying documentation.*

## 1. EXECUTIVE SUMMARY

Change Energy Pty Ltd (Change Energy) is an electricity retailer which supplies electricity in Western Australia.

The company supplies *Small Use Customers* as defined by the s78 of the *Electricity Industry Act 2004*.

Change Energy does not supply any small use customers on Standard Form Contracts. All of their small use customers are supplied on Non-Standard Contracts. These Customer Contracts comprise of an Electricity Supply Agreement (ESA) and Terms & Conditions. In line with this contract, if actual data is not received from Western Power at the time of preparing the monthly bills, Change Energy use estimated data, supplied by Western Power, to prepare customer bills with any undercharge or overcharge adjusted on the next monthly bill.

Change Energy has an Electricity Retail Licence (ERL25) issued by the Economic Regulation Authority (ERA) under sections 7 and 15(2) of the *Electricity Industry Act 2004*.

Section 13 of the *Electricity Industry Act 2004* requires as a condition of every licence that the licensee must, not less than once in every period of 24 months (or any longer period that the Authority allows) calculated from the grant of the licence, provide the Authority with a Performance Audit conducted by an independent expert acceptable to the Authority. The Performance Audit has been conducted in order to assess the licensee's level of compliance with the conditions of its licence.

The Authority approved the appointment of Geographe Environmental Services Pty Ltd on the 14th November 2018 (ERA Reference D195207), and subsequently required the development of an audit plan for ERA approval. An audit plan was prepared for the Retail Licence and approval of the audit plan was provided on the 05/03/2019 (ERA Reference D198966).

The Audit has been executed as planned in accordance with the 2014 Audit & Review Guidelines - Electricity and Gas Licences.

The period for the audit is, 16 December 2016 to 31 December 2018.

## AUDIT CONCLUSION

The Performance Audit has been conducted in order to assess the effectiveness of the measures taken by Change Energy Ltd to meet the conditions of its Retail Licence ERL25 and the legislative obligations applicable to its licence. Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit

team members have gained reasonable assurance that Change Energy Pty Ltd has complied with its Retail Licence as it applies to its operations and activities during the audit period. There was 1 non-compliance identified during the audit period requiring corrective actions. The non-compliance was in relation to not providing the prescribed information for Service Standard Payments (refer s10.3A Code of Conduct for the Supply of Electricity to Small Use Customers 2018). It was reported in the Annual Compliance Report by the Licensee and actioned and resolved promptly. During the audit period the controls implemented by the licensee were noted to be well established and effective in meeting the conditions referred to in the licence including the legislative obligations. Areas of improvement that have been raised within the report relate to the increased control surrounding increased operational controls to imbed process control in day to day activities, updating of documentation to reflect current business practices and ensuring processes are implemented to record verbal contact from customers and the network operator to ensure ongoing compliance. These issues are highlighted in table 5 and section 2.4 of the report. This audit report is an accurate representation of the audit teams findings and opinions.

## 2. PERFORMANCE AUDIT

### 2.1 Performance Audit Scope

This is the first audit of Change Energy's compliance with obligations relating to Retail Licence ERL25. The scope of the audit for the period 16 December 2016 to 31 December 2018 is:

- **process compliance** - the effectiveness of systems and procedures in place throughout the audit period, including the adequacy of internal controls
- **outcome compliance** – the actual performance against standards prescribed in the licence throughout the audit period
- **output compliance** – the existence of the output from systems and procedures throughout the audit period (that is, proper records exist to provide assurance that procedures are being consistently followed and controls are being maintained);
- **integrity of reporting** – the completeness and accuracy of the compliance and performance reports provided to the Authority; and
- **compliance with any individual licence conditions** – the requirements imposed on the specific licensee by the Authority or specific issues that are advised by the Authority.

There were no individual performance standards defined within the Retail Licence.

The following people were interviewed during the Performance Audit;

- Chief Executive Officer
- Business Analyst

### 2.2 Performance Audit Objective

The objective of the performance audit was detailed within the Audit Plan, as required by the Audit & Review Guidelines (refer section 9.2.1). As this is the first audit for the licensee, a review of the actions taken to address the issues and recommendations identified during the audit period was undertaken (i.e. Compliance Reports submitted during the audit period).

The Audit was conducted in three phases as defined by the Audit & Review Guidelines. The phases and the appropriate audit guide/tool are detailed in Table 1 below;

**Table 1: Performance Audit Methodology and Allocated Hours**

Phase	Auditor	Hours	Relevant Auditing Standard
1. Risk & Materiality Assessment  Outcome - Operational/ Performance Audit Plan	Nicole Davies	20	ASAE 3000*: Assurance Engagements Other than Audits or Reviews of Historical Financial Information ASAE 3100*: Compliance Engagements ASA 315*: Identifying and Assessing the Risks of Material Misstatement through Understanding the Entity and Its Environment AS/NZS ISO 31000:2009 Risk Management Principles & Guidelines
2. System Analysis	Nicole Davies	20	AS ISO 19600 – 2015 Compliance management systems - Guidelines
3. Fieldwork & Report Preparation Assessment and testing of; <ul style="list-style-type: none"> <li>▪ The control environment</li> <li>▪ Information system</li> <li>▪ Compliance procedures</li> <li>▪ Compliance attitude</li> </ul>	Nicole Davies	40	ASA 500*: Audit Evidence ASA 530*: Audit Sampling

\* Note all Auditing & Assurance Standards sourced from <http://www.auasb.gov.au/>

### **2.3 Performance Audit Methodology**

A risk assessment, assessment of control environment and allocation of audit priority was undertaken in accordance with the 2014 Audit & Review Guidelines - Electricity and Gas Licences on each element relating to Retail licensees of the Electricity Compliance Reporting Manual (July 2018) issued by the Authority. This approach mandated by the Economic Regulation Authority provides an effective assessment of compliance due to each licence condition being incorporated into document.

The Electricity Compliance Reporting Manual (July 2018) as published on the ERA website specifically classifies each licence condition according to the consequences of noncompliance. There are four Type 1 obligations applicable to Change Energy as they do supply small use customers. Additionally, there are a number of Type 2 and NR obligations that also do not apply as detailed in the Audit Plan and these are shown in Table 3 Compliance Summary.

In accordance with the Audit & Review Guidelines (April 2014, section 9.4.3), Change Energy Pty Ltd compliance criteria have been assessed for audit priority by the Auditors and agreed by the Authority.

In order to focus the audit effort and identify areas for testing and analysis a preliminary assessment of the risk and materiality of non-compliance with the Retail Licence was undertaken in accordance with the requirements of AS/NZS 31000 Risk Management Section 5.3 and Appendix 1 of the Audit & Review Guidelines. This assessment rating was reviewed during the audit process subject to the verification of control environment.



## 2.4 Performance Audit Finding & Recommendations

### 2.4.1 Performance Audit Compliance Summary

The Audit findings are detailed in Table 3 below, which summarises the findings of Appendix 1 against the Retail Licence clauses. The requirements that were determined to be not applicable in the audit plan have been omitted from this report.

A comprehensive report of the audit findings as applicable to the ERL25 is included in Appendix 1.

**TABLE: 2 Audit Compliance and Controls Rating Scale**

Performance Audit Compliance & Controls Rating Scales			
Adequacy of Controls Rating		Compliance Rating	
Rating	Description	Rating	Description
A	Adequate controls – no improvement needed	1	Compliant
B	Generally adequate controls – improvement needed	2	Non-Compliant – minor impact on customers or third parties
C	Inadequate controls – significant improvement needed	3	Non-Compliant – moderate impact on customers or third parties
D	No controls evident	4	Non-Compliant – major impact on customers or third parties
NP	Not Performed	NR	Not rated – Determined Not Applicable during the audit period

**Table 3: Compliance Summary Table**

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
SECTION 8: TYPE 1 REPORTING REQUIREMENTS												
234	Code of Conduct clause 7.6	2	A									NR
235	Code of Conduct clause 7.7(1)	2	A									NR
236	Code of Conduct clause 7.7(2)	2	A									NR
257	Code of Conduct clause 9.5(1)	2	NOT APPLICABLE CHANGE ENERGY DOES NOT HAVE ANY PRE-PAYMENT METERS.									
SECTION 9: ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE – LICENCE CONDITIONS AND OBLIGATIONS												
6	Electricity Industry Customer Transfer Code clause 3.2(2)	5	A					1				
7	Electricity Industry Customer Transfer Code clause 3.4(1)	5	A					1				
8	Electricity Industry Customer Transfer Code clause 3.5(3)	4	A									NR
9	Electricity Industry Customer Transfer Code clause 3.6(2)	4	A									NR
16	Electricity Industry Customer Transfer Code clause 3.9(1)	4	A					1				
17	Electricity Industry Customer Transfer Code clause 3.9(2)	4					NP					NR
18	Electricity Industry Customer Transfer Code clause 3.9(3)	4					NP	1				
19	Electricity Industry Customer Transfer Code clause 3.9(4)	4	A					1				
23	Electricity Industry Customer Transfer Code clause 4.2(2)	5	A					1				

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
24	Electricity Industry Customer Transfer Code clause 4.3	5	A					1				
25	Electricity Industry Customer Transfer Code clause 4.4(1)	5	A					1				
26	Electricity Industry Customer Transfer Code clause 4.4(2)	5	A					1				
27	Electricity Industry Customer Transfer Code clause 4.5(1)	5	A					1				
28	Electricity Industry Customer Transfer Code clause 4.6(3)	4					NP					NR
29	Electricity Industry Customer Transfer Code clause 4.7	5	A					1				
30	Electricity Industry Customer Transfer Code clause 4.8(2)	4					NP					NR
34	Electricity Industry Customer Transfer Code clause 4.9(6)	4	A					1				
39	Electricity Industry Customer Transfer Code clause 4.11(3)	4	A									NR
40	Electricity Industry Customer Transfer Code clause 4.12(3)	5					NP					NR
43	Electricity Industry Customer Transfer Code clause 4.15	5	A					1				
44	Electricity Industry Customer Transfer Code clause 4.16	4	A					1				
45	Electricity Industry Customer Transfer Code clause 4.17	4	A									NR
48	Electricity Industry Customer Transfer Code clause 5.2	4	A					1				

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
48A	Electricity Industry Customer Transfer Code clause 6.1	4	A					1				
49	Electricity Industry Customer Transfer Code clause 6.2	5	A					1				
52	Electricity Industry Customer Transfer Code clause 6.4(1)	4					NP					NR
53	Electricity Industry Customer Transfer Code clause 6.4(2)	4					NP					NR
54	Electricity Industry Customer Transfer Code clause 6.6	4	A					1				
55	Electricity Industry Customer Transfer Code clause 7.1(1)	4					NP					NR
56	Electricity Industry Customer Transfer Code clause 7.1(2)	4					NP					NR
57	Electricity Industry Customer Transfer Code clause 7.1(3)	4					NP					NR
58	Electricity Industry Customer Transfer Code clause 7.2(4)	5					NP					NR
59	Electricity Industry Customer Transfer Code clause 7.3(2)	5					NP					NR
<b>SECTION 11 : ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS - LICENCE CONDITIONS AND OBLIGATIONS</b>												
78	Electricity Industry Act Section 51 Retail Licence, condition 4.1.1	5					NP					NR
79	Electricity Industry (Customer Contracts) Regulations 2005 r 5	4	A					1				
80	Electricity Industry (Customer Contracts) Regulations 2005 r 6	4	A					1				

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
81	Electricity Industry (Customer Contracts) Regulations 2005 r 7	4	A					1				
82	Electricity Industry (Customer Contracts) Regulations 2005 r 8	4	A					1				
83	Electricity Industry (Customer Contracts) Regulations 2005 r 9	4	A					1				
84	Electricity Industry (Customer Contracts) Regulations 2005 r 10	4	A					1				
85	Electricity Industry (Customer Contracts) Regulations 2005 r 11	4	A					1				
86	Electricity Industry (Customer Contracts) Regulations 2005 r 12	4	A									NR
87	Electricity Industry (Customer Contracts) Regulations 2005 r 13	4	A					1				
88	Electricity Industry (Customer Contracts) Regulations 2005 r 14	4	A					1				
89	Electricity Industry (Customer Contracts) Regulations 2005 r 15	4	A					1				
90	Electricity Industry (Customer Contracts) Regs 2005 r 16 & 34	4	A					1				
91	Electricity Industry (Customer Contracts) Regulations 2005 r 17	4	A					1				
92	Electricity Industry (Customer Contracts) Regulations 2005 r 18	4	A					1				
93	Electricity Industry (Customer Contracts) Regulations 2005 r 19	4	A					1				
94	Electricity Industry (Customer Contracts) Regulations 2005 r 20	4	A					1				

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
95	Electricity Industry (Customer Contracts) Regulations 2005 r 21	4	A					1				
96	Electricity Industry (Customer Contracts) Regulations 2005 r 32	4	A					1				
97	Electricity Industry (Customer Contracts) Regulations 2005 r 33(2)	4	A					1				
98	Electricity Industry (Customer Contracts) Regs 2005 r 33(3) & (4)	4	A					1				
100	Electricity Industry (Customer Contracts) Regulations 2005 r 38	4					NP					NR
<b>SECTION 12: ELECTRICITY INDUSTRY ACT - LICENCE CONDITIONS AND OBLIGATIONS</b>												
101	Electricity Industry Act section 13(1)	4	A					1				
105	Electricity Industry Act section 17(1)	4	A					1				
106	Electricity Industry Act section 31(3)	4					NP					NR
107	Electricity Industry Act section 41(6)	NA	NOT APPLICABLE AS CHANGE ENERGY DOES NOT HAVE ANY INTEREST OR EASMENT OVER LAND									
108	Electricity Industry Act section 54(1)	4	A					1				
109	Electricity Industry Act section 54(2)	4					NP					NR
110	Electricity Industry Act section 76	NA	NOT APPLICABLE AS SYNERGY IS THE RETAILER OF LAST RESORT									
111	Electricity Industry Act section 101	4	A					1				
113	Electricity Industry Act section 115(2)	4	A					1				

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
SECTION 13: ELECTRICITY LICENCES - LICENCE CONDITIONS AND OBLIGATIONS												
114-115	Retail Licence condition 6.3.1	NA	NOT APPLICABLE AS CHANGE ENERGY DOES NOT ENGAGE MARKETING AGENTS									
116	Electricity Industry Act section 11 Retail Licence condition 6.4.2	4					NP					NR
117	Electricity Industry Act section 11 Retail Licence condition 6.4.3	4					NP					NR
118	Electricity Industry Act section 11 Retail Licence condition 6.5.1	4					NP					NR
119	Electricity Industry Act section 11 Retail Licence condition 4.3.1	4	A					1				
120	Retail Licence condition 5.2.4	NA	THERE ARE NO PERFORMANCE STANDARDS PRESCRIBED IN CHANGE ENERGY’S LICENCE									
121	Electricity Industry Act section 11 Retail Licence condition 5.3.2	4	A					1				
123	Electricity Industry Act section 11 Retail Licence condition 4.4.1	4					NP					NR
124	Electricity Industry Act section 11 Retail Licence condition 4.5.1	4	A					1				
125	Electricity Industry Act section 11 Retail Licence condition 3.8.1 & 3.8.2	4	A					1				
126	Electricity Industry Act section 11 Retail Licence condition 3.7.1	4	A					1				
SECTION 14: CODE OF CONDUCT – LICENCE CONDITIONS AND OBLIGATIONS												
MARKETING												

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
129	Retail Licence, condition 6.3.1 Code of Conduct clause 2.2(1)	NA	NOT APPLICABLE AS CHANGE ENERGY DOES NOT USE MARKETING AGENTS									
130	Retail Licence condition 6.3.1 Code of Conduct clause 2.2	4					NP					NR
131	Retail Licence, condition 6.3.1 Code of Conduct, clause 2.2(2)	4					NP					NR
132	Retail Licence condition 6.3.1 Code of Conduct, clause 2.3(1)	4	A					1				
133	Retail Licence condition 6.3.1 Code of Conduct, clause 2.3(2)	4	A					1				
135	Retail Licence condition 6.3.1 Code of Conduct clause 2.3(5)	4	A					1				
136	Retail Licence condition 6.3.1 Code of Conduct clause 2.4(1)	NA	NOT APPLICABLE AS CHANGE ENERGY DID NOT HAVE ANY RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD									
137	Retail Licence condition 6.3.1 Code of Conduct clause 2.4(2)	4	A					1				
138	Retail Licence condition 6.3.1 Code of Conduct clause 2.5(1)	4					NP					NR
139	Retail Licence condition 6.3.1 Code of Conduct clause 2.5(2)	4					NP					NR
140	Code of Conduct clause 2.6	4					NP					NR
141-142	Retail Licence condition 6.3.1 Code of Conduct clause 2.9 & 2.10	NA	NOT APPLICABLE AS CHANGE ENERGY DOES NOT USE MARKETING AGENTS									
CONNECTION												
143	Code of Conduct, clause 3.1(1)	4	A					1				



Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
144	Code of Conduct, clause 3.1(2)	4	A					1				
<b>BILLING</b>												
145	Code of Conduct, clause 4.1	4	A					1				
146	Code of Conduct, clause 4.2(1)	4					NP					NR
147	Code of Conduct, clause 4.2(2)	4	NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD									
148	Code of Conduct, clause 4.2(3)	4					NP					NR
149	Code of Conduct, clause 4.2(4)	4					NP					NR
150	Code of Conduct, clause 4.2(5)	4					NP					NR
151	Code of Conduct, clause 4.2(6)	4					NP					NR
152	Code of Conduct, clause 4.3(1)	4					NP					NR
153	Code of Conduct, clause 4.3(2)	4	NOT APPLICABLE AS CHANGE ENERGY PTY LTD WILL NOT DO BILL SMOOTHING									
154	Code of Conduct clause 4.4	4	A					1				
155	Code of Conduct clause 4.5(1)	4	A					1				
156	Code of Conduct clause 4.5(3)	4					NP					NR
157	Code of Conduct clause 4.6	4	A					1				
158	Code of Conduct clause 4.7	4	A					1				
159	Code of Conduct clause 4.8(1)	4	A					1				
160	Code of Conduct clause 4.8(2)	4	A					1				
161	Code of Conduct clause 4.8(3)	4	A									NR
162	Code of Conduct clause 4.9	4	A					1				

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
163	Code of Conduct clause 4.10	4					NP					NR
164	Code of Conduct clause 4.11(1)	4					NP					NR
165	Code of Conduct clause 4.11(2)	4					NP					NR
166	Code of Conduct clause 4.12(1)	4					NP					NR
167	Code of Conduct clause 4.13	4					NP					NR
168	Code of Conduct clause 4.14(1)	4	A					1				
169	Code of Conduct clause 4.14(2)	4					NP					NR
170	Code of Conduct clause 4.14(3)	4					NP					NR
171	Code of Conduct clause 4.15	4	A					1				
172	Code of Conduct clause 4.16(1)(a)	4	A					1				
173	Code of Conduct clause 4.16(1)(b)	4	A					1				
174	Code of Conduct, clause 4.16(2)	4	A					1				
175	Code of Conduct, clause 4.16(3)	4	A									NR
176	Code of Conduct, clause 4.17(2)	4					NP					NR
176A	Code of Conduct, clause 4.17(3)	4					NP					NR
177	Code of Conduct, clause 4.18(2)	4	A					1				
178	Code of Conduct, clause 4.18(3)	4	A					1				
179	Code of Conduct, clause 4.18(4)	4					NP					NR
180	Code of Conduct, clause 4.18(6)	4	A					1				
181	Code of Conduct, clause 4.18(7)	4					NP					NR

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
182	Code of Conduct, clause 4.19(1)	4	A					1				
183	Code of Conduct, clause 4.19(2)	4	A					1				
184	Code of Conduct, clause 4.19(3)	4					NP					NR
185	Code of Conduct, clause 4.19(4)	4					NP					NR
186	Code of Conduct, clause 4.19(7)	4	A					1				
PAYMENT												
187	Code of Conduct clause 5.1	4		B				1				
188	Code of Conduct clause 5.2	4	A					1				
189	Code of Conduct clause 5.3	4					NP					NR
190	Code of Conduct clause 5.4	4					NP					NR
191-196	Code of Conduct clause 5.5 & Code of Conduct, clause 5.6(1)	NA	NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD									
197	Code of Conduct, clause 5.7(1)	4					NP					NR
198	Code of Conduct, clause 5.7(2)	4					NP					NR
199	Code of Conduct, clause 5.7(4)	4					NP					NR
200	Code of Conduct, clause 5.8(1)	NA	NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD									
201	Code of Conduct, clause 5.8(2)		A					1				
201A	Code of Conduct, clause 5.8(3)						NP					NR
PAYMENT DIFFICULTIES & FINANCIAL HARDSHIP												
THIS SECTION IS NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD												

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
DISCONNECTION & INTERRUPTION												
229	Code of Conduct, clause 7.1(1)	4					NP					NR
230	Code of Conduct, clause 7.2(1)	4					NP					NR
231	Code of Conduct, clause 7.3	NA	NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD									
232	Code of Conduct, clause 7.4(1)	4					NP					NR
240	Code of Conduct, clause 7.7(6)	2	A									NR
241	Code of Conduct, clause 7.7(7)	2	A									NR
RECONNECTION												
242	Code of Conduct clause 8.1(1)	4					NP					NR
243	Code of Conduct clause 8.1(2)	4					NP					NR
243A	Code of Conduct clause 8.1(3)	4					NP					NR
PRE-PAYMENT METERS												
THIS SECTION IS NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS OR PREPAYMENT METERS DURING THE AUDIT PERIOD												
INFORMATION & COMMUNICATION												
272	Code of Conduct, clause 10.1(1)	4	A					1				
273	Code of Conduct, clause 10.1(2)	4					NP					NR
274	Code of Conduct, clause 10.1(3)	4					NP					NR
275	Code of Conduct, clause 10.2(1)	4					NP					NR
276	Code of Conduct, clause 10.2(2)	4					NP					NR

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
277	Code of Conduct, clause 10.2(3)	4					NP					NR
278	Code of Conduct, clause 10.2(4)	4	A					1				
279	Code of Conduct, clause 10.3	NA	NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD									
280	Code of Conduct, clause 10.3A	4		B					2			
281	Code of Conduct, clause 10.4	4					NP					NR
282	Code of Conduct, clause 10.5	4					NP					NR
290	Code of Conduct clause 10.9	4	A					1				
291	Code of Conduct clause 10.10(1)	4					NP					NR
292	Code of Conduct clause 10.10(2)	4	A					1				
294-295	Code of Conduct, clause 10.11(1) & (2)	NA	NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD									
297	Code of Conduct, clause 10.12(2)	4					NP					NR
COMPLAINTS & DISPUTE RESOLUTION												
298	Code of Conduct, clause 12.1(1)	4		B				1				
299	Code of Conduct, clause 12.1(2)	4	A					1				
300	Code of Conduct, clause 12.1(3)	4	A					1				
301	Code of Conduct, clause 12.1(4)	4	A					1				
302	Code of Conduct, clause 12.2	4	A					1				
303	Code of Conduct, clause 12.3	4					NP					NR
304	Code of Conduct clause 12.4	4					NP					NR
305	Code of Conduct clause 13.1	4	A					1				

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
306	Code of Conduct clause 13.2	4	A					1				
307	Code of Conduct clause 13.3	4	A					1				
<b>SERVICE &amp; STANDARD PAYMENTS</b>												
308	Code of Conduct, clause 14.1(1)						NP					NR
310	Code of Conduct, clause 14.2(1)						NP					NR
312	Code of Conduct, clause 14.3(1)						NP					NR
315	Code of Conduct, clause 14.7(1)						NP					NR
<b>SECTION 15: ELECTRICITY INDUSTRY METERING CODE - LICENCE CONDITIONS AND OBLIGATIONS</b>												
324	Electricity Industry Metering Code clause 3.3B	4					NP					NR
339	Electricity Industry Metering Code clause 3.11(3)	4					NP					NR
354	Electricity Industry Metering Code clause 3.18(1)	NA	NOT APPLICABLE - ONLY APPLICABLE TO SYNERGY AS THE ELECTRICITY RETAIL CORPORATION									
371	Electricity Industry Metering Code clause 4.4(1)	5					NP					NR
372	Electricity Industry Metering Code clause 4.5(1)	5					NP					NR
373	Electricity Industry Metering Code clause 4.5(2)	4		B				1				
388	Electricity Industry Metering Code clause 5.4(2)	5					NP					NR
401	Electricity Industry Metering Code clause 5.16	NA	NOT APPLICABLE - AS CHANGE ENERGY DOES NOT COLLECT OR RECEIVE ANY DATA FROM A WESTERN POWER METER DIRECTLY									

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
402	Electricity Industry Metering Code clause 5.17(1)	4					NP					NR
405	Electricity Industry Metering Code clause 5.18	4					NP					NR
406	Electricity Industry Metering Code clause 5.19(1)	5					NP					NR
407	Electricity Industry Metering Code clause 5.19(2)	5	A					1				
408	Electricity Industry Metering Code clause 5.19(3)	4					NP					NR
410	Electricity Industry Metering Code clause 5.19(6)	5					NP					NR
416	Electricity Industry Metering Code clause 5.21(5)	4					NP					NR
417	Electricity Industry Metering Code clause 5.21(6)	4					NP					NR
435	Electricity Industry Metering Code clause 5.27	4					NP					NR
448	Electricity Industry Metering Code clause 6.1(2)	4	A					1				
451	Electricity Industry Metering Code clause 7.2(1)	5	A					1				
453	Electricity Industry Metering Code clause 7.2(4)	4					NP					NR
454	Electricity Industry Metering Code clause 7.2(5)	4					NP					NR
455	Electricity Industry Metering Code clause 7.5	4	A					1				

Compliance Obligation Reference No.	Licence Reference	Audit Priority	Adequacy of Controls Rating					Compliance Rating				
			A	B	C	D	NP	1	2	3	4	NR
456	Electricity Industry Metering Code clause 7.6(1)	4					NP					NR
457	Electricity Industry Metering Code clause 8.1(1)	5					NP					NR
458	Electricity Industry Metering Code clause 8.1(2)	5					NP					NR
459	Electricity Industry Metering Code clause 8.1(3)	5					NP					NR
460	Electricity Industry Metering Code clause 8.1(4)	4					NP					NR
461	Electricity Industry Metering Code clause 8.3(2)	5					NP					NR
<b>SECTION 17: ELECTRICITY LICENCES - LICENSEE SPECIFIC CONDITIONS AND OBLIGATIONS</b>												
THIS SECTION IS NOT APPLICABLE TO CHANGE ENERGY PTY LTD AS THERE HAVE BEEN NO SPECIFIC CONDITIONS AND OBLIGATIONS ATTACHED TO THE RETAIL LICENCE ERL25												



## 2.4.2 Previous Audit Findings and Recommendations

This is the first Performance Audit for ERL25 as such there are no previous audit recommendations and non-compliances.

**Table 4 : Previous audit non compliances and recommendations**

TABLE OF PREVIOUS NON-COMPLIANCES & AUDIT RECOMMENDATIONS				
A Resolved before end of previous 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
Not Applicable				
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
Not Applicable				
C Unresolved at end of 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
Not Applicable				

## 2.4.3 Performance Audit Summary of Current Audit Non-Compliances & Recommendations

Table 5 below details the Summary Current Audit Non-Compliances and Recommendations as required by the Authority (Section 11.6 of Audit & Review Guidelines).

**Table 5: Current Audit Non-Compliances and Recommendations**

TABLE OF CURRENT AUDIT NON COMPLIANCES/RECOMMENDATIONS				
A. 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
4/2019  REF 280	NON-COMPLIANCE  Non-Compliant B2 – Service Standard payments  Change Energy provides information on service standard payments on its monthly electricity bills, however this information did not include details on the amount of the payment and the eligibility for payment.  Change Energy will provide a separate annual notice providing the required detail regarding Part 14	The Licensee included the requirement in the Corporate Calendar for notification annual in July.	The Licensee has resolved the breach and updated the corporate calendar to include a prompt to provide the required information in July each year.	NO
B. UNRESOLVED AT END OF CURRENT AUDIT PERIOD				
Manual Ref/Year	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	
Not Applicable				

#### **2.4.4 Post Audit Implementation Plan**

As stipulated in section 11.8 of the Audit & Review Guidelines (April 2014), the Audit Team notes that the Performance Audit Post Implementation Plan does not form part of the Audit Opinion. It is the responsibility of the licensee to ensure actions are undertaken. A post audit implementation will be submitted separately to this audit report by the Licensee if required.

## **APPENDIX 1**

### **CHANGE ENERGY PTY LTD PERFORMANCE AUDIT MARCH 2019**

REF*	LICENCE CONDITION	RELATED LEGISLATION	LEGISLATIVE/LICENCE REQUIREMENT	AUDIT PRIORITY	AUDITING FINDING  ▪ RELATED DOCUMENTATION &/OR CONTROL SYSTEMS/AUDIT EVIDENCE  → CORRECTIVE ACTION (CA) OPPORTUNITY FOR IMPROVEMENT	ADEQUACY OF CONTROLS	COMPLIANCE RATING
<b>SECTION 8: TYPE 1 REPORTING REQUIREMENTS</b>							
234	<b><i>Electricity Industry Act, section 82</i></b>	<b><i>Code of Conduct, clause 7.6</i></b>	Subject to subclause 7.6(3), a retailer or distributor must comply with the limitations specified in clause 7.6 when arranging for disconnection or disconnecting a customer's supply address.	2	There have been no disconnections during the audit period. The organization has established the following;  ▪ Disconnection & Reconnection Processes  ▪ Customer supply address not disconnected until resolution of complaint	A	NR
235	<b><i>Electricity Industry Act, section 82</i></b>	<b><i>Code of Conduct, clause 7.7(1)</i></b>	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).	2	During the audit period there was one customer requiring life support equipment. They were not a small use customer. Controls are confirmed as after routine annual contact with the customer it was reported that the life support was no longer required.	A	NR

					<ul style="list-style-type: none"> <li>Annual review on requirements and inclusion in the customer list details were observed.</li> <li>Disconnection &amp; Reconnection Processes ensure consideration of life support equipment in their implementation and ensure no customers are disconnected without consideration of life support requirements.</li> </ul>		
236	<b>Electricity Industry Act, section 82</b>	<b>Code of Conduct, clause 7.7(2)</b>	<p>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:</p> <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>	2	<p>Change Energy has established processes to ensure compliance with these requirements; registering change in life support requirement; notifying the distributor of the change implementing controls with regard to disconnection process for life support. Company procedures are established and were verified for the communication and registering of the change on the same business day. It is noted this requirement is in the BMS s 2.5.2 and life support considerations in the Customer Billing &amp; Disconnection Process. Have any customers requiring life support. It is noted that the customer requiring life support during the audit period was not small use. No customers were disconnected on life support during the audit period.</p> <ul style="list-style-type: none"> <li>Customer Billing &amp; Disconnection Process</li> <li>Corporate Calendar prompts annual check</li> </ul>	A	NR

					<ul style="list-style-type: none"> <li>Customer List</li> <li>Company standard business practice to email to Western Power notifying change to life support requirement</li> </ul>		
<b>SECTION 9: ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE - LICENCE CONDITIONS AND OBLIGATIONS</b>							
6	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 3.2(2)</b>	A retailer must submit a separate data request for each exit point unless otherwise agreed	5	<p>Compliance is inherent in the Web Portal system design. The system only allows separate data requests.</p> <ul style="list-style-type: none"> <li>Web Portal system</li> </ul>	A	1
7	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 3.4(1)</b>	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.	5	<p>During the audit period Change Energy made standing data and/or historical data requests as required by section 3.4.(1) of the code. Generally, the system control is the web portal only allows 100 requests for standing data and 100 requests for historical consumption data. An exception message will come back if greater than the prescribed number of requests (or the agreed amount) are made. The Web Portal acts as the only access for data.</p> <p>A review of the activity over the audit period indicates that there were no occasions during the audit period where increase or bulk transfers were requested.</p>	A	1
8	<b>Electricity Industry (Licence Conditions)</b>	<b>Electricity Industry Customer</b>	A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent	4	During the audit period there have been no requests for historical consumption data as such assessment of compliance with this	A	NR

	<b>Regulations r 5(2)</b>	<b>Transfer Code clause 3.5(3)</b>	ceases to apply before the network operator provides the historical consumption data.		requirement cannot be made. The controls implemented are adequate. <ul style="list-style-type: none"> <li>Review Web Portal</li> </ul>		
9	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 3.6(2)</b>	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.	4	The controls implemented are adequate and awareness is noted. There have been no occurrences of costs incurred during the audit period for work performed in relation to historical consumption data. As such assessment of compliance with this requirement cannot be made. <ul style="list-style-type: none"> <li>Review Web Portal</li> </ul>	A	NR
16	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 3.9(1)</b>	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.	4	New customers engaged during the audit period met the retailers obligations in regards to receipt of data i.e. data was used for quotation purposes only and the initiation of a transfer in relation to a contestable customer.  The website has a page relating to the Request for Electricity Quote. By submitting the form the potential customer accepts the following disclaimer; "By submitting this form, you verify your consent for Change Energy to access your electricity supply and consumption data for the purpose of providing you with an electricity quote." The majority of quotes are obtained through brokers and a review of records indicated compliance with this requirement. The organisation has also implemented CRM software, for the tracking of the quotation process and Billing Software for all billing.	A	1
17	<b>Electricity Industry</b>	<b>Electricity Industry</b>	A retailer must not aggregate a contestable customer's historical consumption data with	4	During the audit period there have been no requests to not aggregate a contestable	NP	NR



	<b>(Licence Conditions) Regulations r 5(2)</b>	<b>Customer Transfer Code clause 3.9(2)</b>	that of other contestable customers for the purposes of internal business development, if requested not to do so by the customer.		customer's historical consumption data. Data is aggregated as part of normal business procedures. As such this requirement has not been rated.		
18	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 3.9(3)</b>	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.	4	<p>During the audit period the licensee has not disclosed a contestable customer's data without the verifiable consent of the contestable customer. The Verifiable Consent Form states that the data is shared by the broker and retailer for the purposes of quotation. These forms were signed and records are maintained electronically.</p> <p>The organisation maintains copies of its customer's verifiable consent (VC) electronically. The organisation is aware of the requirement to maintain VC.</p> <ul style="list-style-type: none"> <li>▪ Customer Files</li> <li>▪ Emails with Brokers</li> </ul>	NP	1
19	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 3.9(4)</b>	A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	4	<p>Copies of verifiable consent are maintained. It is noted that the organisation retains records for greater than the 2 year period, as yet no records have been archived or disposed. A sample of VC was undertaken for customers during the audit period and in all cases the VC were recorded.</p> <p>Adequate systems are established for backing up and preservation of data.</p>	A	1

23	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.2(2)</b>	A retailer must submit a separate customer transfer request for each exit point unless otherwise agreed.	5	<p>Web portal only allows for singular submissions, compliance is inherent in system design.</p> <ul style="list-style-type: none"> <li>Web Portal</li> </ul>	A	1
24	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.3</b>	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.	5	<p>All reasons for transfers are recorded as part of Web Portal system control. The description of transfer is mandatory field i.e. drop down list "Erroneous Transfer"/"New Customer"</p> <p>Transfer types reviewed on Web Portal during audit period. There was one erroneous transfer observed under "Transfer Type" during the audit period on the 31/03/2017.</p> <ul style="list-style-type: none"> <li>Web Portal i.e. system controls</li> </ul>	A	1
25	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.4(1)</b>	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.	5	<p>All transfers conducted on Web Portal. Confirmed Change Energy has a valid ETAC. Without which the organisation would not be able to submit customer transfer request forms through network operator's web portal.</p> <p>The CTR details are part of the CTR section of the Web Portal. If the access contract is not specified then the Web Portal will not authorise the transfer and Change Energy will contact the WP Account Manager to liaise for resolution.</p> <ul style="list-style-type: none"> <li>ETAC</li> </ul>	A	1

					<ul style="list-style-type: none"> <li>Web Portal</li> <li>WP Liaison</li> </ul>		
26	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.4(2)</b>	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.	5	All transfers are conducted on the Web Portal. During the audit period there was one erroneous transfer observed under "Transfer Type". The web portal was reviewed with Change Energy management. An inquiry into the circumstances surrounding the erroneous transfer was undertaken and compliance with this requirement is confirmed.	A	1
27	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.5(1)</b>	A retailer, unless otherwise agreed, 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	5	<p>All transfers are undertaken on Web Portal.</p> <p>Generally, the number of customer transfer requests is inherent in the system design. The web portal only allows 20 transfers per day.</p> <p>Change Energy personnel were all aware of limits, however, during the audit period there no instances where the system limit of 20 per day was required to be exceeded.</p> <ul style="list-style-type: none"> <li>Web Portal</li> </ul>	A	1
28	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.6(3)</b>	A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	4	<p>There were no instances where a customer transfer request was withdrawn due to expiration of verifiable consent. All transfers took place less than 1 year from receipt of verifiable consent.</p> <ul style="list-style-type: none"> <li>Customer Files</li> </ul>	NP	NR

					<ul style="list-style-type: none"> <li>Verifiable Consent</li> </ul>		
29	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.7</b>	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.	5	<p>Compliance is inherent in system design, date of transfer must be nominated to successfully submit transfer. Further, the web portal would automatically reject any nominated transfer dates that exceed the specified timeframes. The timeframes have been adhered to during the audit period. Web Portal was reviewed and a review of all customer transfers with the audit period was conducted.</p> <ul style="list-style-type: none"> <li>Web Portal</li> </ul>	A	1
30	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.8(2)</b>	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.	4	During the audit period there were no instances where costs were incurred by the Network Operator as a result of the CTR being withdrawn. Through a review of documentation and discussion with management, it was concluded that there are adequate controls in place. However due to no events in the audit period, assessment of compliance with this requirement cannot be made.	NP	NR
34	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.9(6)</b>	A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	4	The web portal is used for communicating revised transfer dates. Evidence of communication to revise nominated transfer dates during the audit period was observed. Web Portal	A	1
39	<b>Electricity Industry (Licence Conditions)</b>	<b>Electricity Industry Customer</b>	A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	4	Once the CTR is completed with nominated transfer date, meter readings from the network operator are provided in half hour intervals on the nominated transfer date.	A	NR

	<b>Regulations r 5(2)</b>	<b>Transfer Code clause 4.11(3)</b>			<p>During the audit period Change Energy has received all required data for the nominated transfer date. Customer billing processes provide for this control measure. There have been no issues arise during the audit period which required action.</p> <ul style="list-style-type: none"> <li>Web Portal</li> </ul>		
40	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.12(3)</b>	The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	5	Change Energy is currently operating under an ETAC signed on the 19th December 2016. The ETAC sighted has not been amended during the audit period.	NP	NR
43	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.15</b>	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.	5	<p>Reviewed web portal for Customers Transfer List. Compliance with this requirement was confirmed.</p> <ul style="list-style-type: none"> <li>Web Portal</li> </ul>	A	1
44	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 4.16</b>	A verifiable consent given by a contestable customer in relation to the lodgment 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.	4	<p>The organisation maintains copies of verifiable consent on the customer files in electronic form and are backed up on the cloud.</p> <p>Although section 2.4 of the Business Management System Manual requires record keeping in accordance with cl 4.16, Management indicated they are stored indefinitely.</p>	A	1
45	<b>Electricity Industry (Licence</b>	<b>Electricity Industry Customer</b>	A previous retailer must not bill a contestable customer for charges incurred after the	4	Confirmed through discussion with the Business Analyst that normal billing procedures do not allow the billing of a	A	NR

	<b>Conditions) Regulations r 5(2)</b>	<b>Transfer Code clause 4.17</b>	transfer time, except in the case of an erroneous transfer.		customer once they transfer to another retailer, primarily because the data is unavailable, billing is a manual process and customer base is small therefore the licensee has good knowledge regarding billing status. Customer bills were reviewed after transfer to ensure alignment of billing period. As such, assessment of compliance cannot be made.  <ul style="list-style-type: none"> <li>▪ Western Power Billing Process</li> <li>▪ Business Management System – Western Power Guidelines S4</li> <li>▪ Customer bills</li> </ul>		
48	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 5.2</b>	A network's communication rules apply in respect of data and information communication between the network operator and a retailer under this Code.	4	All transfers and data transactions are undertaken electronically through the web Portal and/or via email communication between Western Power Account Manager and Change Energy Personnel. No issues were identified.	A	1
48A	<b>Electricity Industry (Licence Conditions) Regulations regulation 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 6.1</b>	All notices must be in writing and delivered as described in subclauses 6.1(a)-(c).	4	Communication processes are established between Western Power and Change Energy Pty Ltd. No issues were identified. The licensee can receive and deliver notices in email, post and fax. Majority of notices are via electronic communication	A	1
49	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 6.2</b>	A licensee's notice in relation to a data request or customer transfer request must identify the exit point to which it relates.	5	Compliance is inherent in system design, specification of the NMI is a mandatory field.  <ul style="list-style-type: none"> <li>▪ Web Portal</li> </ul>	A	1

52	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 6.4(1)</b>	A retailer must notify its contact details to a network operator within three business days of a request	4	Evidence of communication processes throughout the audit period. There has been no specific request for contact details. Assessment of compliance with this requirement could not be made.	NP	NR
53	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 6.4(2)</b>	A retailer must notify any change in its contact details to a network operator at least three business days before the change takes effect.	4	The licensee has not had a change in contact details during the audit period.	NP	NR
54	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 6.6</b>	A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with the communication rules.	4	Web Portal design parameters ensure compliance with this requirement.  ▪ Web Portal	A	1
55	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 7.1(1)</b>	For a dispute in respect of a matter under or in connection with the Electricity Industry Customer Transfer Code, any disputing party must meet within five business days of a request from another disputing party and attempt to resolve the dispute by negotiations in good faith.	4	There have been no disputes in respect to a matter under or in connection with this requirement during the audit period. As such assessment of compliance with respect to meeting within 5 business days cannot be made.	NP	NR
56	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 7.1(2)</b>	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	4	There have been no disputes during the audit period that have been elevated for management in accordance with this requirement. As such assessment of compliance with the Dispute Resolution requirement cannot be made.	NP	NR



			party who must attempt to resolve the dispute by negotiations in good faith				
57	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 7.1(3)</b>	If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	There have been no disputes during the audit period that have been elevated for management in accordance with this requirement. As such assessment of compliance with the Dispute Resolution requirement cannot be made.	NP	NR
58	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 7.2(4)</b>	A disputing party that refers a dispute to the Authority must give notice to the Authority of the nature of the dispute, including specified details	5	There have been no disputes during the audit period that have been elevated for management in accordance with this requirement. As such assessment of compliance with the Dispute Resolution requirement cannot be made.	NP	NR
59	<b>Electricity Industry (Licence Conditions) Regulations r 5(2)</b>	<b>Electricity Industry Customer Transfer Code clause 7.3(2)</b>	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	5	There have been no disputes during the audit period that have been elevated for management in accordance with this requirement. As such assessment of compliance with the Dispute Resolution requirement cannot be made.	NP	NR
<b>Section 11: Electricity Industry (Customer Contracts) Regulations – Licence Conditions and Obligations</b>							
78	Retail Licence, condition 4.1.1	<b>Electricity Industry Act Section 51</b>	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.	5	All of Change Energy's Customers are on a non-standard contract. The Licensee has an approved Standard Form Contract (SFC).	NP	NR



79	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 5</b>	A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language.	4	All non- standard contracts (i.e. Electricity Supply Agreements) are in a format that is easy to read and expressed in clear and concise language. A sample of the Customer ESA's were reviewed during the audit.	A	1
80	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 6</b>	A non-standard contract must specify when it comes into effect and the period for which it has effect.	4	All non- standard contracts (i.e. Electricity Supply Agreements), in conjunction with the Commercial Terms, specify when the contract comes into effect i.e start date, the period for which it has effect i.e end date and the supply date. A sample of the Customer ESA's were reviewed during the audit.	A	1
81	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 7</b>	A non-standard contract must specify certain information about the retailer.	4	It is noted that the NSFC contains the retailers: (a) Company name and business name (b) ABN (c) Registered & Business Office (d) Postal address (e) Telephone Number (f) Email Address (g) Internet website address	A	1
82	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 8</b>	A non-standard contract must give an exact description of the goods and services the retailer will provide under the contract.	4	The Licensee's non-standard contract for small use customers does give a description of the goods and services the retailer will provide under the contract (refer ESA s 20). Consideration could be given to including these terms in the Definitions section of the ESAs to ensure it is clear and easily sourced for the customer. It is noted that the	A	1

					Commercial terms are developed in conjunction with the ESAs.  <b>RECOMMENDATION – 1/2019</b>  <b>REF 82 – In addition to having the description in section 20 of the ESA, include an exact description of the goods and services the retailer provides under the contract in the Definitions Section of the non-standard form contract (i.e ESA).</b>		
83	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 9</b>	A non-standard contract must require the customer to pay for electricity supplied under the contract.	4	The non-standard contracts i.e ESAs, require the customer to pay for electricity supplied under the contract (refer ESA s 1 & 2).	A	1
84	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 10</b>	A non-standard contract must prohibit the customer from tampering with or bypassing network equipment or allowing any other person to do so.	4	The non-standard contract, for both small use (refer ESA s 9.2) prohibits the customer from tampering or bypassing network equipment or allowing any other person to do so.	A	1
85	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 11</b>	A non-standard contract must describe the circumstances where a retailer has the right to disconnect supply and is required to reconnect supply.	4	The non-standard contract, for both small use and large use customers, describes the circumstances where the Licensee has the right to disconnect supply and is required to reconnect supply (refer ESA s 12).	A	1
86	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer</b>	A non-standard contract must require the retailer to deal with security deposits and the payment of interest in the manner specified.	4	The non-standard contract for small use customers (refer ESA s 8) requires a security deposit, if deemed necessary, to be;	A	NR

		<b>Contracts) Regulations 2005 regulation 12</b>			<ul style="list-style-type: none"> <li>(a) held in a separate trust account</li> <li>(b) separately identified in accounting records</li> <li>(c) to pay the interest at the bank bill rate</li> <li>(d) advise the customer of bank bill rate if asked</li> <li>(e) interest to be accrued daily and capitalised every 90 days</li> </ul> <p>During the audit period the Licensee did not hold any security deposits.</p>		
87	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 13</b>	A non-standard contract must describe the retailer's obligations in relation to the provision of prices and tariff information.	4	The non-standard contracts, together with the Commercial Terms, describe the Licensees in relation to the provision of prices and tariff information (refer ESA s 7.4)	A	1
88	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 14</b>	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.	4	The non-standard contracts together with the Commercial Terms, describe the procedures to be followed by the Licensee in relation to preparation issue and review of customer bills (refer ESA s 6).	A	1
89	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 15</b>	A non-standard contract must describe the matters relating to the termination of the contract specified in the regulation.	4	The non-standard contract includes the information related to the termination of the contract and post termination processes (refer ESA s 18).	A	1

90	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 16 and 34</b>	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 amendment of 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.	4	Section 24 of ESAs detail the right to change the terms and conditions of the contract, describes the process for amendment requiring customer approval and states the customer will be notified.	A	1
91	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 17</b>	A non-standard contract must deal with the assignment of rights and obligations including assignment without the customer's consent.	4	The non-standard contract (refer ESA s23) outlines the assignment of rights and obligations including assignment without the customer's consent.	A	1
92	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 18</b>	A non-standard contract must describe the procedures to be followed by the retailer in responding to a complaint made by the customer.	4	The non-standard contract (refer ESA s17) describes the procedures to be followed by the licensee in responding to a complaint made by the customer.	A	1
93	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 19</b>	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.	4	The non-standard contract (refer ESA s21) specifies the process that must be taken by the licensee to ensure information held by the retailer is treated confidentially.	A	1
94	Retail Licence, condition 4.1.1	<b>Electricity Industry</b>	A non-standard contract must deal with the governing law, the effect of an invalid or	4	The non-standard contract details the governing law (s27.2), the effect of an invalid	A	1

		<b>(Customer Contracts) Regulations 2005 regulation 20</b>	unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.		or unenforceable provision (s27.5), the way in which notice may be given and the use of electronic communication by the licensee (s 27.8).		
95	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 21</b>	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.	4	There are no provisions in the contract, which are designed to exclude, restrict or modify the Code of Conduct for the Supply of Electricity to Small Use Customers, unless it is authorised by the Code.	A	1
96	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 32</b>	A non-standard contract must include details about the cooling off period specified in the regulation.	4	The non-standard contract includes details about the cooling off period specified in the regulation, specifically; <ul style="list-style-type: none"> <li>- the right to terminate within a period of 10 days after the contract has been entered into</li> <li>- supply is prohibited unless the customer has requested supply (refer to the Terms and Conditions)</li> <li>- the payment by the customer of any electricity supplied during the cooling off period and subsequently the contract is terminated within the cooling off period.</li> </ul>	A	1
97	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations</b>	A non-standard contract must authorise the customer to terminate the contract at any time with no less than 5 days notice.	4	The non-standard contract authorises the customer to terminate the contract at any time with at least 20 days notice (refer ESA s18.1). Additionally, the contract ends if the customer transfers to another retailer (refer ESA s 18.1(d)).	A	1

		2005 regulation 33(2)					
98	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 33(3) and (4)</b>	A non-standard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	4	The non-standard contract details that should the customer and the retailer have a fixed contract, the customer can terminate the contract at any time by giving notice to the retailer not less than 20 days before the day on which the customer wants the contract to end (refer ESA s18.1(a)). The ESA also specifies amounts payable by the customer, by way of penalty, in the event the customer terminates the contract before the expiry of the term of the contract (refer ESA s18.3).	A	1
100	Retail Licence, condition 4.1.1	<b>Electricity Industry (Customer Contracts) Regulations 2005 regulation 38</b>	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.	4	The Licensee has established controls within its ESA to ensure that these requirements are met. The customer is liable for supply until they notify the licensee of the change to requirements.	NP	NR
<b>SECTION 12: ELECTRICITY INDUSTRY ACT - LICENCE CONDITIONS AND OBLIGATIONS</b>							
101	Retail Licence condition 14.1	<b>Electricity Industry Act section 13(1)</b>	A licensee must, not less than once every 24 months, provide the Authority with a performance audit conducted by an independent expert acceptable to the Authority.	4	The requirement for the audit is monitored by the Chief Executive Officer. Additionally it is raised in email communications and correspondence with the Secretariat, as well as being included in the Business Management System Manual and the Change Energy Licence Obligation Table. This is the first retail licence audit for ERL25.  ▪ Licence Obligation Table	A	1

				<ul style="list-style-type: none"> <li>▪ ERA correspondence</li> <li>▪ Licensee contracted Auditor</li> </ul> <p><b>RECOMMENDATION – 2/2019</b></p> <p><b>REF 101 – The licensee has developed a Business Management System Manual which details the organisations requirements with regards to the Retail Licence, including the requirement for the Performance Audit. This document has prescriptive requirements for compliance and review but is not up to date with the current activities undertaken by the licensee to comply with their retail licence. The organisation has also established a table Licence Obligations which maps back sections of the BMS to legislative compliance. Consideration could be given to mapping the legislative compliance to operational controls implemented by the organisation. It is the auditor’s opinion that given the size of the organisation (2 employees) that this document would better support the retailer in maintaining compliance and reduce the administrative load in maintaining the BMS which is primarily used in staff training. Removing some annual review requirements and linking more to a process for review when change in legislation, would focus resources on ensuring compliance and prompt review/action on legislative changes. It would also ensure that compliance is</b></p>		
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					<b>embedded into normal business practices.</b>		
105	<b>Retail Licence condition 4.1</b>	<b>Electricity Industry Act section 17 (1)</b>	A licensee must pay to the Authority the prescribed licence fee within one month after the day of grant or renewal of the licence and within one month after each anniversary of that day during the term of the licence	4	<p>Licence fees are due to be paid by the 16 January each year and were paid during the audit period as follows;</p> <ul style="list-style-type: none"> <li>- ERA Invoice ERA 100934 (Issued on 20 December 2016) and Paid 23/12/16</li> <li>- ERA Invoice ERA101391 (issued on 11 December 2017) and Paid 11/01/18</li> <li>ERA Invoice 101771 (issued on 30 November 2018) NOTE: Payment date is outside the scope of the audit.</li> <li>- Invoice issued by the Authority</li> </ul> <ul style="list-style-type: none"> <li>▪ Record of Payment in accounts system</li> <li>▪ Recorded in Corporate Calendar</li> </ul> <p>Licence Obligations BMS Table</p>	A	1
106	<b>Retail Licence condition 5.1</b>	<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.	4	<p>In general, the supply of electricity is managed by WPN and is essentially outside the control Change energy. With regard to its retail licence CE has no capacity to minimize 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.</p> <p>As such assessment of compliance with this requirement cannot be made.</p>	NP	NR



108	<b>Retail Licence condition 6.4.1</b>	<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.	4	The CEO confirmed that Change Energy supplies electricity to a small use customers exclusively under a non-standard contract. Compliance with the Act has been reviewed refer Section 11.	A	1
109	<b>Retail Licence condition 6.6.1</b>	<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.	4	Change Energy has not been directed by the ERA to update its standard form contract during the audit period.	NP	NR
111	<b>Retail Licence condition 21.1</b>	<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.	4	A review of the Energy and Water Ombudsman's website, confirmed Change Energy was an industry member of the Energy Industry Ombudsman scheme throughout the audit period.	A	1
113	<b>Retail Licence condition 5.1</b>	<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 for the purpose of hindering or prohibiting access	4	During the audit period there has been no evidence of hindering or prohibiting access. There have been no complaints or issues in this regard noted during the audit period.	A	1
<b>SECTION 13: ELECTRICITY LICENCES - LICENCE CONDITIONS AND OBLIGATIONS</b>							
116	<b>Retail Licence condition 6.4.2</b>	<b>Electricity Industry Act section 11</b>	A licensee must, if directed by the Authority, review the standard form contract and submit to the Authority the results of that review within the time specified by the Authority.	4	A review of the ERA website, indicates no review of the standard form contract has been required or performed during the audit period.	NP	NR
117	<b>Retail Licence condition 6.4.3</b>	<b>Electricity Industry Act section 11</b>	A licensee must comply with any direction given by the Authority in relation to the	4	Refer 116.	NP	NR

			scope, process and methodology of the standard form contract review.				
118	<b>Retail Licence condition 6.5.1</b>	<b>Electricity Industry Act section 11</b>	A licensee can only amend the standard form contract with the ERA's approval.	4	Refer 116.	NP	NR
119	<b>Retail Licence condition 4.3.1</b>	<b>Electricity Industry Act section 11</b>	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.	4	A special purpose financial report has been prepared by third party accountants. The Financial Report contains a statement of compliance that the reports have been prepared in accordance with all Australian Accounting Standards and Interpretations. A combined financial report for 2017 & 2018 was sighted during the audit.  ▪ Change Energy Pty Ltd Financial Statements YE 30 June 2018	A	1
121	<b>Retail Licence condition 5.3.2</b>	<b>Electricity Industry Act section 11</b>	A licensee must comply, and require its auditor to comply, with the Authority's standard audit & review guidelines dealing with the performance audit.	4	Direct instructions from Licensee to Auditor to comply with the Authority's standard audit & review guidelines. Subsequent preparation and approval of an Audit Plan.  Copies of communications received from ERA relating to audit requirements sent by Change Energy through to Auditor to convey requirements specifically the undertaking of audits in compliance with the Audit & Review Guidelines: Electricity, Gas and Water Licences	A	1
123	<b>Retail Licence condition 4.4.1</b>	<b>Electricity Industry Act section 11</b>	A licensee must report to the Authority, in the manner prescribed, if a licensee is under external administration or there is a significant change in the circumstances upon which the licence was granted which	4	During the Audit Period Change Energy was not under external administration and had not undergone any significant change in circumstances upon which the licence was granted, which may affect its ability to meet	NP	NR

			may affect a licensee's ability to meet its obligations.		its licence obligations. As such there was no assessment with this requirement to report to the Authority was made.		
124	<b>Retail Licence condition 4.5.1</b>	<b>Electricity Industry Act section 11</b>	<p>A licensee must provide the Authority, in the manner prescribed, any information the Authority requires in connection with its functions under the Electricity Industry Act.</p> <p>.</p>	4	<p>During the Audit Period the Licensee has provided the Authority information it required in connection with its functions under the Electricity Industry Act.</p> <p>Every licensee is required to submit a compliance report to the Authority covering all of its type 1 and type 2 licence obligations for each financial year (1 July to 30 June inclusive) by 31 August immediately following the year that is the subject of the report. During the audit period the reports were submitted;</p> <ul style="list-style-type: none"> <li>- 2017 Report on the 28<sup>th</sup> August</li> <li>- 2018 Report on the 31<sup>st</sup> August</li> </ul> <p>In accordance with Regulation 7 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i>, licence standing data charge information was submitted by Change Energy prior to the 1<sup>st</sup> October due date for both the 2017 &amp; 2018 years.</p> <p>Additionally, Change Energy, as an electricity retailer who supplies small use customers, is required to provide to the ERA (by the 30<sup>th</sup> September each year) and publish its annual performance report data on its website under part 13 of the <i>Code of Conduct for the Supply of Electricity to Small Use Customers</i>.</p> <p>The timing of the publication is instructed by the ERA under clause 13.3 of the Code.</p>	A	1

					<p>The Licensee ensured the report was published on their website within 7 calendar days of receiving the notification from the ERA.</p> <p>Emails were sighted confirming compliance and publication as required.</p> <ul style="list-style-type: none"> <li>▪ Licence Obligations Table</li> <li>▪ BMS References</li> <li>▪ Change Energy Website</li> <li>▪ Email Communication between Change Energy and the ERA</li> </ul>		
125	<b>Retail Licence condition 3.8.1 &amp; 3.8.2</b>	<b>Electricity Industry Act section 11</b>	A licensee must publish any information it is directed by the Authority to publish, within the timeframes specified	4	<p>As detailed above, the Authority has directed the Licensee to be publish its annual performance report data within 7 days of receipt of the notification during the audit period, as such, assessment of compliance with this requirement cannot be made.</p> <ul style="list-style-type: none"> <li>▪ Change Energy Website</li> <li>▪ Email Communication between Change Energy and the ERA</li> </ul> <p>In addition, the submission of this Performance Audit Report to ERA for publishing on the ERA's website is considered publishing (refer ERL25 CI 1 Definitions and Interpretations).</p>	A	1

126	<b>Retail Licence condition 3.7.1</b>	<b>Electricity Industry Act section 11</b>	Unless otherwise specified, all notices must be in writing.	4	During the audit period notices received from the Authority have been in writing. Specific notices in relation to direction and communication are retained and have been reviewed as part of the audit.	A	1
<b>SECTION 14: CODE OF CONDUCT- LICENCE CONDITIONS AND OBLIGATIONS</b>							
<b>MARKETING</b>							
130	<b>Retail Licence condition 6.3.1</b> <b>Code of Conduct clause 2.2</b>	<b>Electricity Industry Act section 82</b>	A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.2(1).	4	There are no customers engaged under a standard form contract.	NP	NR
131	<b>Retail Licence, condition 6.3.1</b> <b>Code of Conduct, clause 2.2(2)</b>	<b>Electricity Industry Act section 82</b>	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.	4	Refer 130	NP	NR
132	<b>Retail Licence condition 6.3.1</b> <b>Code of Conduct, clause 2.3(1)</b>	<b>Electricity Industry Act section 82</b>	A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.3(1).	4	Verifiable consent has been retained. The Licensee does not charge for copies of the contract and makes available copies of the non-standard contract via email.	A	1
133	<b>Retail Licence condition 6.3.1</b> <b>Code of Conduct, clause 2.3(2)</b>	<b>Electricity Industry Act section 82</b>	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.	4	The non-standard contract specifies the requirements of 2.3(2). Change Energy provides the customer a link to the code on their website under regulatory information.	A	1

135	<b>Retail Licence condition 6.3.1</b> <b>Code of Conduct clause 2.3(5)</b>	<b>Electricity Industry Act section 82</b>	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.	4	Verifiable consents were obtained and a sample sighted.	A	1
137	<b>Retail Licence condition 6.3.1</b> <b>Code of Conduct clause 2.4(2)</b>	<b>Electricity Industry Act section 82</b>	A retailer or electricity marketing agent must provide contact details, including a telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business hours for the purposes of enquiries, verifications and complaints.	4	Through discussion with CEO and review of customer bills, Change Energy's website, it is noted: <ul style="list-style-type: none"> <li>Change Energy's contact details are made available to the customer</li> <li>Change Energy does not have a call centre - all calls are answered by the CEO or Business Analyst during normal business hours.</li> </ul>	A	1
138	<b>Retail Licence condition 6.3.1</b> <b>Code of Conduct clause 2.5(1)</b>	<b>Electricity Industry Act section 82</b>	A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 2.5(1).	4	There have been no complaints regarding marketing conduct.	NP	NR
139	<b>Retail Licence condition 6.3.1</b> <b>Code of Conduct clause 2.5(2)</b>	<b>Electricity Industry Act section 82</b>	A retailer or electricity marketing agent who meets with a customer face to face must: <ul style="list-style-type: none"> <li>wear a clearly visible and legible identity card showing the information specified in subclause 2.5(2)(a); and</li> <li>provide the written information specified in subclause 2.5(2)(b) as soon as practicable following a request by the customer.</li> </ul>	4	The company has not engaged in face to face marketing during the audit period.	NP	NR

140	<b>Code of Conduct clause 2.6</b>	<b>Electricity Industry Act section 82</b>	A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clearly visible signs indicating that canvassing is not permitted at the premises, or no advertising is to be left at the premises.	4	Refer 139	NP	NR
<b>CONNECTION</b>							
143	<b>Code of Conduct, clause 3.1(1)</b>	<b>Electricity Industry Act section 82</b>	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.	4	Requirements relating to the obligation to forward connection application to relevant distributor have been complied with during the audit period.	A	1
144	<b>Code of Conduct, clause 3.1(2)</b>	<b>Electricity Industry Act section 82</b>	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.	4	The Licensee agrees with the customer the start and supply dates in the ESA and commercial Terms.	A	1
<b>BILLING</b>							
145	<b>Code of Conduct, clause 4.1</b>	<b>Electricity Industry Act section 82</b>	A retailer must issue a bill no more than once a month and at least once every 3 months, except for the circumstances specified in subclause 4.1.	4	Customer bills are prepared by the Business Analyst on a monthly billing cycle.	A	1
146	<b>Code of Conduct, clause 4.2(1)</b>	<b>Electricity Industry Act section 82</b>	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 advises the customer of the information specified in subclause 4.2(1).	4	There are no customers on a shortened billing cycle.	NP	NR

148	<b>Code of Conduct, clause 4.2(3)</b>	<b>Electricity Industry Act section 82</b>	A retailer must give a customer written notice of a decision to shorten the customer's billing cycle within 10 business days of making the decision.	4	There are no customers on a shortened billing cycle	NP	NR
149	<b>Code of Conduct, clause 4.2(4)</b>	<b>Electricity Industry Act section 82</b>	A retailer must ensure that a shortened billing cycle is for a period of at least 10 business days.	4	There are no customers on a shortened billing cycle	NP	NR
150	<b>Code of Conduct, clause 4.2(5)</b>	<b>Electricity Industry Act section 82</b>	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.	4	There are no customers on a shortened billing cycle	NP	NR
151	<b>Code of Conduct, clause 4.2(6)</b>	<b>Electricity Industry Act section 82</b>	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.	4	There are no customers on a shortened billing cycle	NP	NR
152	<b>Code of Conduct, clause 4.3(1)</b>	<b>Electricity Industry Act section 82</b>	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.	4	Change Energy has not entered into bill smoothing arrangements with any customers.	NP	NR
154	<b>Code of Conduct clause 4.4</b>	<b>Electricity Industry Act section 82</b>	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.	4	All bills are sent to the customers email address as detailed in the Commercial Terms	A	1
155	<b>Code of Conduct clause 4.5(1)</b>	<b>Electricity Industry Act section 82</b>	A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.	4	The relevant particulars on each bill have been included on the sample of Change Energy bills reviewed. It is noted the	A	1



					organisation is moving towards using a CRM to generate bills in the future.		
156	<b>Code of Conduct clause 4.5(3)</b>	<b>Electricity Industry Act section 82</b>	If a retailer identifies and wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with, or on the customer's next bill.	4	The licensee has not billed any customers for historical debts. There are no historical debts.	NP	NR
157	<b>Code of Conduct clause 4.6</b>	<b>Electricity Industry Act section 82</b>	Subject to clauses 4.3 and 4.8, a retailer must base a customer's bill on the following: <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>	4	With respect to the requirements for the basis of the bill, Western Power Portal data is utilised and is either actual or estimated. Change Energy do not estimate data. The licensee does not have any unmetered connection points.	A	1
158	<b>Code of Conduct clause 4.7</b>	<b>Electricity Industry Act section 82</b>	Other than in respect of a Type 7 connection, a retailer must use its best endeavours to ensure that the meter reading data is obtained as frequently as required to prepare its bills.	4	The meters records data in half hour intervals and supplied monthly by Western Power for the preparation of monthly bills.	A	1
159	<b>Code of Conduct clause 4.8(1)</b>	<b>Electricity Industry Act section 82</b>	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.	4	The bill clearly states if the bill is based on actual or estimated data. Data used is obtained by the Western Power Portal, and may or may not contain estimated data.	A	1

160	<b>Code of Conduct clause 4.8(2)</b>	<b>Electricity Industry Act section 82</b>	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).	4	The licensee specifies Reading Type on the bills.	A	1
161	<b>Code of Conduct clause 4.8(3)</b>	<b>Electricity Industry Act section 82</b>	On request, a retailer must inform a customer of the basis and the reason for the estimation.[7]	4	The licensee specifies Reading Type on the bills. All queries regarding bills are handle by either the Business Analyst or CEO. No such requests were made during the audit period.	A	NR
162	<b>Code of Conduct clause 4.9</b>	<b>Electricity Industry Act section 82</b>	In accordance with clause 4.19, if f a retailer gives a customer an estimated bill and the meter is subsequently read, the retailer must include an adjustment on the next bill to take account of the actual meter reading.	4	Adjustments to subsequent bills are included on the customer invoices. Adjusted bills were sighted during the audit period.	A	1
163	<b>Code of Conduct clause 4.10</b>	<b>Electricity Industry Act section 82</b>	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.	4	There were no instances during the audit period where a customer had requested an actual read after initially failing to provide access to the meter.	NP	NR
164	<b>Code of Conduct clause 4.11(1)</b>	<b>Electricity Industry Act section 82</b>	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.	4	During the audit period there have no requests for meter tests.	NP	NR
165	<b>Code of Conduct clause 4.11(2)</b>	<b>Electricity Industry Act section 82</b>	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.	4	During the audit period there have no requests for meter tests.	NP	NR
166	<b>Code of Conduct clause 4.12(1)</b>	<b>Electricity Industry Act section 82</b>	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	4	Alternative tariffs are not offered under the non-standard form contract. All customers are on fixed price contracts.	NP	NR

			retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions.				
167	<b>Code of Conduct clause 4.13</b>	<b>Electricity Industry Act section 82</b>	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.	4	Alternative tariffs are not offered under the non-standard form contract. All customers are on fixed price contracts.	NP	NR
168	<b>Code of Conduct clause 4.14(1)</b>	<b>Electricity Industry Act section 82</b>	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.	4	Finals bills are issued when requested or if the customer is transferred away and meter data is available on the Western Power Portal.	A	1
169	<b>Code of Conduct clause 4.14(2)</b>	<b>Electricity Industry Act section 82</b>	Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time.	4	There have been no customers who have had accounts in credit at the time of closure.	NP	NR
170	<b>Code of Conduct clause 4.14(3)</b>	<b>Electricity Industry Act section 82</b>	If a customer's account is in credit at the time of account closure and the customer owes a debt to a retailer, the retailer may use that credit to offset 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).	4	There have been no customers who have had accounts in credit at the time of closure.	NP	NR

171	<b>Code of Conduct clause 4.15</b>	<b>Electricity Industry Act section 82</b>	<p>A retailer must review a customer's bill on request by the customer, subject to the customer paying:</p> <ul style="list-style-type: none"> <li>▪ that portion of the bill under review that the customer and a retailer agree is not in dispute; or</li> <li>▪ an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute) and</li> <li>▪ any future bills that are properly due.</li> </ul>	4	During the audit period there have been requests to review a bills however a resolution was achieved prior to requests for due payment.	A	1
172	<b>Code of Conduct clause 4.16(1)(a)</b>	<b>Electricity Industry Act section 82</b>	<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.</p> <p>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>	4	Customer queries have been received during the audit period. Reviewed and resolved. Change Energy confirmed any query to consumption was initially verified with Western Power. However, when validated the customer was informed it was correct and informed if any further queries a meter test would be required and as such would encounter a charge, if not faulty. No request for meter tests have been received.	A	1
173	<b>Code of Conduct clause 4.16(1)(b)</b>	<b>Electricity Industry Act section 82</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.	4	During the audit period it was noted that one customer was overcharged and the customer was refunded the same day the overcharge was identified. The licensee has implemented several systems to cross check its billing processes.	A	1
174	<b>Code of Conduct, clause 4.16(2)</b>	<b>Electricity Industry Act section 82</b>	A retailer must inform a customer of the outcome of the review of a bill as soon as practicable.	4	During the audit period a complaint regarding an overcharge on a bill was received and was refunded on the same day	A	1

					upon review of the billing process an identification of the error.		
175	<b>Code of Conduct, clause 4.16(3)</b>	<b>Electricity Industry Act section 82</b>	If a 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.	4	All procedures following a review of a bill were adhered to during the audit period. Refer 174. Therefore, compliance with this obligation could not be tested.	A	NR
176	<b>Code of Conduct, clause 4.17(2)</b>	<b>Electricity Industry Act section 82</b>	If a retailer proposes to recover an amount undercharged as a result of an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), a retailer must do so in the manner specified.[8]	4	There have been no instances of undercharging due to error, defect or default.	NP	NR
176A	<b>Code of Conduct, clause 4.17(3)</b>	<b>Electricity Industry Act section 82</b>	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.	4	The ESA and Commercial Terms details instances where customer interest or late fees on bills is payable. There have been no instances of undercharging during the audit period, other than the standard adjustments of actual versus estimated data.	NP	NR
177	<b>Code of Conduct, clause 4.18(2)</b>	<b>Electricity Industry Act section 82</b>	If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect, or default for which a retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must: <ul style="list-style-type: none"> <li>▪ use its best endeavours to inform the customer within 10 business days of the retailer becoming aware of the error, defect, or default; and</li> </ul>	4	There are processes and cross checking calculations implemented to identify overcharges and undercharges. The retailer has acted immediately on becoming aware of an overcharge and resolved the issue in the same day. If not reported by the customer overcharges will be identified by internal cross checking processes and billing review processes on the next billing cycle. It was noted and verified during the audit adjustments were made to subsequent bills accordingly.	A	1

			▪ subject to subclauses 4.18(6) and 4.18(7), ask the customer for instructions for the credit or repayment of the amount.				
178	<b>Code of Conduct, clause 4.18(3)</b>	<b>Electricity Industry Act section 82</b>	A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	Refund was completed on the same day the complaint was received.	A	1
179	<b>Code of Conduct, clause 4.18(4)</b>	<b>Electricity Industry Act section 82</b>	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.	4	There were no instances where the instructions regarding an overcharged were not receive within 20 days.	NP	NR
180	<b>Code of Conduct, clause 4.18(6)</b>	<b>Electricity Industry Act section 82</b>	Where the amount overcharged is less than \$100, a retailer may proceed to deal with the matter as outlined in subclause 4.18(6).	4	Adjustments are made on the subsequent bills if there is an overcharge regardless of amount. Review processes implemented capture variations of greater than \$50. There were no instances during the audit period where customers requested overcharges to be paid immediately and all subsequent bills showed adjustments (refer Invoice E2641).	A	1
181	<b>Code of Conduct, clause 4.18(7)</b>	<b>Electricity Industry Act section 82</b>	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	4	During the audit period the licensee did not offset debts with overcharges and did not have any residential customers during the audit period.	NP	NR

182	<b>Code of Conduct, clause 4.19(1)</b>	<b>Electricity Industry Act section 82</b>	If a retailer proposes to recover an amount of an adjustment which does not arise due to any act or omission of a customer, the retailer must comply with the requirements specified in subclause 4.19(1).	4	Due to meter data provided by Western Power being estimated in some instances, all adjustments and circumstances requiring them (i.e. credit or debit) are detailed on the customer's bills. Customer bills confirming adjustments due to estimated or actual data were sighted during the audit.	A	1
183	<b>Code of Conduct, clause 4.19(2)</b>	<b>Electricity Industry Act section 82</b>	If the meter is read under either clause 4.6 or clause 4.3(2)(d), and the amount of the adjustment is an amount owing to the customer, the retailer must: <ul style="list-style-type: none"> <li>▪ use its best endeavours to inform the customer within 10 business days; and</li> <li>▪ subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount.</li> </ul>	4	The Licensee becomes aware of any adjustment when preparing the next bill – in which case the credit or amount owing will automatically show up as an amendment on that bill. This is within the 10 business days period. Customer bills confirming the adjusted amount were sighted during the audit.	A	1
184	<b>Code of Conduct, clause 4.19(3)</b>	<b>Electricity Industry Act section 82</b>	If a retailer receives 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.	4	The retailer has not received instructions in relations to the repayment of adjustments during the audit period.	NP	NR
185	<b>Code of Conduct, clause 4.19(4)</b>	<b>Electricity Industry Act section 82</b>	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.	4	The Licensee received instructions with regards to refunding adjustments and as such this requirement cannot be assessed.	NP	NR
186	<b>Code of Conduct, clause 4.19(7)</b>	<b>Electricity Industry Act section 82</b>	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	4	Credits will automatically show on the bill.	A	1

			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).				
<b>PAYMENT</b>							
187	<b>Code of Conduct clause 5.1</b>	<b>Electricity Industry Act section 82</b>	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.	4	<p>The ESA states the due date is 12 business days from the dispatch date and the Commercial terms stipulate the due date is 14 calendar days from the dispatch date. Sample invoices sighted showed the due date was on average billed 11 business days from the due date. The code allows for a variation to the 12 business days refer s 1.10.</p> <p>The customer has signed and agreed to the Commercial Terms and is billed accordingly. There have been no disputes regarding billing terms during the audit period. Additionally, clause 4(d) within the Commercial Terms stipulates "If there is a conflict or inconsistency between these Commercial Terms and the Terms and Conditions then, unless otherwise expressed, these Commercial Terms, including the Additional Terms and Conditions (if any), will take priority over the Terms and Conditions."</p> <p><b>RECOMMENDATION 3/2019</b></p> <p><b>REF 187 – The ESA (NSFC) and the Commercial Terms contradict each other on payment terms. The ESA is required to</b></p>	B	1



					<b>be updated to reflect the billing cycle outlined in the Commercial Terms.</b>		
188	<b>Code of Conduct clause 5.2</b>	<b>Electricity Industry Act section 82</b>	Unless otherwise agreed with a customer, a retailer must offer the customer at least the payment methods prescribed in clause 5.2.	4	The retailer offers the following payment methods in the Commercial Terms; EFT / BPAY / Direct Debit / Credit Card. Note: direct debit payment was not utilised during the audit period.	A	1
189	<b>Code of Conduct clause 5.3</b>	<b>Electricity Industry Act section 82</b>	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.	4	The retailer offers the following payment methods in the Commercial Terms; EFT / BPAY / Direct Debit / Credit Card. Note: direct debit payment was not utilised during the audit period.	NP	NR
190	<b>Code of Conduct clause 5.4</b>	<b>Electricity Industry Act section 82</b>	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.	4	During the audit period there were not customers who were paying their electricity accounts in advance. All customer payment plans were for debts for electricity supplied.	NP	NR
197	<b>Code of Conduct, clause 5.7(1)</b>	<b>Electricity Industry Act section 82</b>	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).	4	Systems are established to ensure customers do not pay for electricity consumed at the customer's supply address after the date of vacating. There was no occurrence of this during the audit period.	NP	NR
198	<b>Code of Conduct, clause 5.7(2)</b>	<b>Electricity Industry Act section 82</b>	If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a 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.	4	During the audit period there were no customers evicted or otherwise required to vacate a supply address.	NP	NR

199	<b>Code of Conduct, clause 5.7(4)</b>	<b>Electricity Industry Act section 82</b>	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).	4	Change Energy did not require payment from previous customers, and they did not pay for electricity consumed at the supply address in the circumstances specified in 5.7(4).	NP	NR
201	<b>Code of Conduct, clause 5.8(2)</b>	<b>Electricity Industry Act section 82</b>	A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.	4	Customers who the retailer has, or had, entered into a contract for the supply of electricity to that supply address are the only persons sought to recover debts from.	A	1
201A	<b>Code of Conduct, clause 5.8(3)</b>	<b>Electricity Industry Act section 82</b>	A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, providing the retailer obtains the other customer's verifiable consent to the transfer	4	There have been no instances during the audit period where verifiable consent to transfer a customer's debt was sought.	NP	NR

#### PAYMENT DIFFICULTIES & FINANCIAL HARDSHIP

202-228 NOT APPLICABLE AS CHANGE ENERGY PTY LTD DID NOT HAVE RESIDENTIAL CUSTOMERS DURING THE AUDIT PERIOD

#### DISCONNECTION & INTERRUPTION

229	<b>Code of Conduct, clause 7.1(1)</b>	<b>Electricity Industry Act section 82</b>	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).	4	There have been no customer disconnections for failure to pay a bill.	NP	NR
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230	<b>Code of Conduct, clause 7.2(1)</b>	<b>Electricity Industry Act section 82</b>	A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 7.2(1).	4	The licensee has not disconnected customers supply address during the audit period.	NP	NR
232	<b>Code of Conduct, clause 7.4(1)</b>	<b>Electricity Industry Act section 82</b>	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.	4	The Licensee has not arranged for the disconnection of a customer's supply address for denying access to the meter.	NP	NR
240	<b>Code of Conduct, clause 7.7(6)</b>	<b>Electricity Industry Act section 82</b>	A retailer must contact the customer to ascertain whether life support equipment is required or to request re-certification in the timeframe, manner and circumstances specified in subclause 7.7(6).	2	There was one large use customer who required life support equipment during the audit period. They were contacted as required and disclosed the life support equipment was no longer required.  Even though this requirement is not rated control processes established and reviewed verify a uniform process has been implemented for determining whether or not a customer requires life support and ensure all legal obligations are enacted.	A	NR
241	<b>Code of Conduct, clause 7.7(7)</b>	<b>Electricity Industry Act section 82</b>	A retailer or a distributor must remove the customers' details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7)	2	As indicate above, evidence of communication of termination from life support equipment register was sighted. It was actioned 15 minutes after the email communication was received from the customer advising no longer required. It is noted that the customer was not a small use customer.	A	NR

## RECONNECTION

242	Code of Conduct clause 8.1(1)	Electricity Industry Act section 82	A retailer must arrange to reconnect a 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.	4	There were no disconnections during the audit period.	NP	NR
243	Code of Conduct clause 8.1(2)	Electricity Industry Act section 82	A retailer must forward the request for reconnection to the relevant distributor within the timeframes specified in subclause 8.1(2).	4	There were no disconnections during the audit period.	NP	NR
243A	Code of Conduct clause 8.1(3)	Electricity Industry Act section 82	If a retailer does not forward the request for reconnection to the relevant distributor within the timeframes in subclause 8.1(2), the retailer will not be in breach of this clause (8.1) if the retailer causes the customer's supply address to be reconnected by the distributor within the timeframes in subclause 8.2(2) as if the distributor had received the request for reconnection from the retailer in accordance with subclause 8.1(2).	4	There were no disconnections during the audit period.	NP	NR
PREPAYMENT METERS							
245-271	NOT APPLICABLE AS CHANGE ENERGY PTY LTD DOES NOT HAVE PREPAYMENT METERS						
INFORMATION & COMMUNICATION							
272	Code of Conduct, clause 10.1(1)	Electricity Industry Act section 82	A retailer must give notice of any variations in its tariffs, fees and charges, to each of its customers affected by the variation no later	4	Variations in tariffs, fees and charges are reflected on the customer invoices.	A	1

			than the next bill in the customer's billing cycle.				
273	<b>Code of Conduct, clause 10.1(2)</b>	<b>Electricity Industry Act section 82</b>	On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees and charges, including any alternative tariffs that may be available to that customer.	4	If customer queries regarding tariff, fees and charges are received then management confirmed they will provide the information in hardcopy on request and at no charge. This did not occur during the audit period.	NP	NR
274	<b>Code of Conduct, clause 10.1(3)</b>	<b>Electricity Industry Act section 82</b>	A retailer must give or make available to a customer the information requested on tariffs, fees and charges within 8 business days of the date of receipt and, if requested, provide the information in writing.	4	Due to the size of the organisation it is normal business practice to respond to such requests on the same day or as soon practicable. During the audit period there have been no requests on tariffs, fees and charges.	NP	NR
275	<b>Code of Conduct, clause 10.2(1)</b>	<b>Electricity Industry Act section 82</b>	On request, a retailer must provide a non-contestable customer with their billing data.	4	Customers are provided with their billing data as downloaded from the web Portal when requested. The licensee does not have any non-contestable customers.	NP	NR
276	<b>Code of Conduct, clause 10.2(2)</b>	<b>Electricity Industry Act section 82</b>	If a non-contestable 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 a retailer, the retailer must provide the data at no charge.	4	During the audit period there have been no requests for a customer's historical billing data or disputes related data.	NP	NR
277	<b>Code of Conduct, clause 10.2(3)</b>	<b>Electricity Industry Act section 82</b>	A retailer must give the requested billing data under subclause 10.2(1) within 10 business days of the receipt of the request, or on payment of the retailer's reasonable charge for providing this data.	4	There have been no requests during the audit period.	NP	NR
278	<b>Code of Conduct, clause 10.2(4)</b>	<b>Electricity Industry Act section 82</b>	A retailer must keep a non-contestable customer's billing data for 7 years.	4	The Licensee confirmed all data is backed up to cloud and is stored indefinitely.	A	1

280	<b>Code of Conduct, clause 10.3A</b>	<b>Electricity Industry Act section 82</b>	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.	4	<p>During the audit period Change Energy provided information on service standard payments on its monthly electricity bills, however this information did not include details on the amount of the payment and the eligibility for payment. Change Energy reported the breach in the Annual Compliance Report 2018 and issued a notice providing the required detail regarding Part 14. In addition, the Licensee includes information regarding service standard payments with every bill and the value is now sent out annually.</p> <p><b>RECOMMENDATION 4/2019</b></p> <p>REF 280 – The Licensee has resolved the breach and has updated the corporate calendar to include the prompt to provide the required information in July each year.</p>	B	2
281	<b>Code of Conduct, clause 10.4</b>	<b>Electricity Industry Act section 82</b>	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.	4	The Licensee issues information on reducing peak demand but does not have residential customers so does not include domestic appliances. There have been no requests for general information on cost effective uses of electricity during the audit period.	NP	NR
282	<b>Code of Conduct, clause 10.5</b>	<b>Electricity Industry Act section 82</b>	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.	4	During the audit period there were not customer requests for information relating to distribution of electricity.	NP	NR

290	<b>Code of Conduct clause 10.9</b>	<b>Electricity Industry Act section 82</b>	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.	4	The customer receives copies of the ESA (i.e. NSFC) and the Commercial Terms. Additionally, the customer has access to the website which has links to further relevant supporting documentation.	A	1
291	<b>Code of Conduct clause 10.10(1)</b>	<b>Electricity Industry Act section 82</b>	On request, a retailer and a distributor must inform a customer how to obtain a copy of the Code of Conduct.	4	The Code of Conduct link is available on the Licensees website. There were no requests for the Code of Conduct during the audit period.	NP	NR
292	<b>Code of Conduct clause 10.10(2)</b>	<b>Electricity Industry Act section 82</b>	A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.	4	The Code of Conduct link is available on the Licensees website.	A	1
297	<b>Code of Conduct, clause 10.12(2)</b>	<b>Electricity Industry Act section 82</b>	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.	4	There have been no customer requests of the retailer for information relating to the availability of different types of meters during the audit period. As such Change Energy has not had to give the information to the customer; or refer the customer to the relevant distributor for a response.	NP	NR
<b>COMPLAINTS &amp; DISPUTE RESOLUTION</b>							
298	<b>Code of Conduct, clause 12.1(1)</b>	<b>Electricity Industry Act section 82</b>	A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	4	The organisation has established a detailed flow chart process for complaints handling and resolving disputes.  <b>RECOMMENDATION – 5/2019</b> <b>REF 298 - Consideration could be given to recording all customer calls received</b>	B	1

					<b>in the CRM to ensure that accurate details regarding the complaint and date and time are recorded should the complaint escalate to a dispute.</b>		
299	<b>Code of Conduct, clause 12.1(2)</b>	<b>Electricity Industry Act section 82</b>	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.	4	<p>The Complaints Handling Process must ;</p> <ul style="list-style-type: none"> <li>(a) comply with AS/NZS 10002:2014</li> <li>(b) address how complaints are lodged by customers</li> <li>(c) detail how complaints are handled by retailers including customers rights to senior management and information provided to the customer</li> <li>(d) response times</li> <li>(e) method of response</li> </ul> <p>All complaints received by Change Energy were handled in accordance with this process. This was confirmed during the audit.</p>	A	1
300	<b>Code of Conduct, clause 12.1(3)</b>	<b>Electricity Industry Act section 82</b>	A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).	4	The Complaints Handling Process details how the customer's complaint can be escalated to management. Due to the small nature of the organisation it is likely a serious complaint would be handled by the CEO. The process also includes reference to the handling of the complaint by the Ombudsman.	A	1
301	<b>Code of Conduct, clause 12.1(4)</b>	<b>Electricity Industry Act section 82</b>	On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10	4	The Complaints Handling Process details that the organisation must acknowledge the complaint with 10 business days and respond within 20 business days. This process was confirmed during the audit	A	1



			business days and respond to the complaint within 20 business days.		period, in regards to the complaint requiring refunding due to billing error.		
302	<b>Code of Conduct, clause 12.2</b>	<b>Electricity Industry Act section 82</b>	A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints.	4	The complaints process complies with ERA Customer Complaint Guidelines – October 2016 to determine queries from complaints. Examples from SCONRRR guidelines are included in the appendix of the BMS.	A	1
303	<b>Code of Conduct, clause 12.3</b>	<b>Electricity Industry Act section 82</b>	On request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer to utilise the respective complaints handling processes.	4	There have been no complaints that have required the Licensee to give a customer information that will assist the customer to utilise the respective complaints handling processes.	NP	NR
304	<b>Code of Conduct clause 12.4</b>	<b>Electricity Industry Act section 82</b>	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 appropriate to deal with the complaint (if known).	4	There have been no complaints received that do not relate to the Licensees functions.	NP	NR

## REPORTING

305	<b>Code of Conduct clause 13.1</b>	<b>Electricity Industry Act section 82</b>	A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	4	The retailer prepared an annual reports setting out the information specified by the ERA, such as the Annual Compliance Report and the Electricity Performance Reporting Datasheets – Retail. (Refer Obligation 124)	A	1
306	<b>Code of Conduct clause 13.2</b>	<b>Electricity Industry Act section 82</b>	The report specified in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	4	The reports were provided by the specified dates. The completed Retail Datasheet for the year ending 30 June 2018 is to be lodged with the ERA by 1 October 2018. During the audit they were sent by email to the ERA on	A	1

					the 22/09/2017 and 26/09/2018. (Refer Obligation 124).		
307	<b>Code of Conduct clause 13.3</b>	<b>Electricity Industry Act section 82</b>	<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>	4	Change Energy Compliance Reports are available on the Licensee's website and were published in accordance with requirements (Refer Obligation 124).	A	1
<b>SERVICE STANDARD PAYMENTS</b>							
308	<b>Code of Conduct, clause 14.1(1)</b>	<b>Electricity Industry Act section 82</b>	Subject to clause 14.6, a retailer must pay the stated compensation to a customer if the customer is not reconnected in accordance with the timeframes specified in Part 8.	4	The have been no incidents where the customer has not been reconnected in accordance with Part 8 timeframes (specifically 8.1.2). As such no compensation payments have been made.	NP	NR
310	<b>Code of Conduct, clause 14.2(1)</b>	<b>Electricity Industry Act section 82</b>	<p>Subject to clause 14.6, a retailer must pay the specified compensation to a customer if:</p> <ul style="list-style-type: none"> <li>▪ it fails to comply with any of the procedures specified in Part 6 or Part 7 prior to arranging for disconnection or disconnecting the customer for failure to pay a bill; or</li> <li>▪ 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 for failure to pay a bill.</li> </ul>	4	There have been no compensation payments made in regards to payment difficulties and financial hardship or disconnection and interruption.	NP	NR

312	<b>Code of Conduct, clause 14.3(1)</b>	<b>Electricity Industry Act section 82</b>	Subject to clause 14.6, a retailer must pay the customer \$20 if the retailer has failed to acknowledge or respond to a complaint within the timeframes prescribed in subclause 12.1(4).	4	There have been no compensation payments made by the retailer for failure to acknowledge or respond to a complaint in the timeframes prescribes.	NP	NR
315	<b>Code of Conduct, clause 14.7(1)</b>	<b>Electricity Industry Act section 82</b>	A retailer that 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).	4	. The Licensee has not had to make any compensation payments during the audit period.	NP	NR
<b>SECTION 15: ELECTRICITY INDUSTRY METERING CODE - LICENCE CONDITIONS AND OBLIGATIONS</b>							
324	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 3.3B</b>	A user who is aware of bi-directional flows at a metering point which was not previously subject to a bi-directional electricity flows or any changes in a customer's or user's circumstances in a metering point which will result in bi-directional electricity flows must notify the network operator within 2 business days.	4	Compliance is inherent in the Western Power process for solar installation as approval (RRN) must be obtained to reconfigure the meter. During the audit period the Licensee was not aware of any bi-directional flows at a metering point that were not previously subject to a bi-directional electricity flows or any changes in a customer's or user's circumstances in a metering point which resulted in bi-directional electricity flows	NP	NR
339	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 3.11(3)</b>	A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	4	WPN has primary responsibility for the management and monitoring of meters. Generally, customer queries or a review of billing data prior to issue will identify these anomalies. There were no outages or malfunctions identified during the audit period.  In the event of complaint the organisation emails the details to the complaints emails	NP	NR

					<p>when received to ensure a record of the complaint is made.</p> <ul style="list-style-type: none"> <li>▪ Review of communication with WPN</li> <li>▪ CRM</li> </ul>		
371	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 4.4(1)</b>	If there is a discrepancy between energy data held in a metering installation and data held in the metering database, the affected Code participants and the network operator must liaise together to determine the most appropriate way to resolve a discrepancy.	5	During the audit period there have been no identified discrepancies relating to energy data held in the metering database. The Business Analyst confirmed any customer queries were reviewed and substantiated.	NP	NR
372	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 4.5(1)</b>	A Code participant must not knowingly permit the registry to be materially inaccurate.	5	This is primarily the responsibility of WPN. However, Change Energy may identify errors through various internal review systems established, customer enquiries, etc and will liaise with WPN if anomalies are identified. During the audit period there were no instances where Change Energy registry entries were materially inaccurate.	NP	NR
373	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 4.5(2)</b>	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 i.e. 2 business days	4	<p>Regular discussions are held with WP account manager. Any queries regarding discrepancies on behalf of customers are followed up in a timely manner.</p> <p>Discussion with the Business Analyst confirmed the procedure to submit queries to WPN for resolution. As previously detailed establishing procedures around recording initial contact will allow continued compliance with this requirement. There were no instances where Change Energy</p>	B	1

					<p>became aware of a change or inaccuracy of standing data during the audit period.</p> <ul style="list-style-type: none"> <li>Review of communication with WPN</li> </ul> <p><b>REFER RECOMMENDATION 5/2019</b></p>		
388	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.4(2)</b>	A user must, when reasonably requested by a network operator, use reasonable endeavours to assist the network operator to comply with the network operator's obligation under clause 5.4(1).	5	<p>WPN is responsible for the reading of the meters and they are primarily read remotely. Change Energy work with WP in identifying data discrepancies and meter faults. No requests were received from Network Operator during the audit period.</p> <ul style="list-style-type: none"> <li>Remote Reading of Meters</li> </ul>	NP	NR
402	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.17(1)</b>	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.	4	The licensee does not own meters. Under the Metering Code meters are the obligation of the Network Operator. Change Energy is obligated to supply meter data to the customer on request and at no charge. There have been no requests for either energy data or standing data during the audit period.	NP	NR
405	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.18</b>	A user that collects or receives information regarding a change in the energisation status of a metering point must provide the network operator with the prescribed information, including the stated attributes, within the timeframes prescribed.	4	Change Energy does not collect or receive information regarding a change in the energisation status of a metering point. Western Power manages the status of metering points. As such assessment of compliance with this requirement cannot be made.	NP	NR
406	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.19(1)</b>	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	5	There have been no requests to collect information. As such assessment of compliance with this requirement cannot be made.	NP	NR

			in the Code and elsewhere, and provide that information to the network operator.				
407	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.19(2)</b>	A user must, to the extent that it is able, collect and maintain a record of the address, site and customer attributes, prescribed in relation to the site of each connection point, with which the user is associated.	5	<p>A review of Web Portal and the Customer Billing System noted that all address, site and customer attributes are captured via predetermined fields and drop down menus.</p> <ul style="list-style-type: none"> <li>▪ Web Portal</li> <li>▪ Customer Billing System</li> </ul>	A	1
408	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.19(3)</b>	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.	4	<p>The Network Operator is responsible for connection points. The licensee was not aware of any changes to site attributes i.e. NMI of each connection point at the site. The licensee uses Western Power's service request form for new customers and liaises with the WPN for guidance on process requirements.</p> <p>Customer, site and address attributes may require updating in the following situations:</p> <ul style="list-style-type: none"> <li>i. on completion of a customer transfer to that user;</li> <li>ii. for a new connection where the customer details and access requirements are assigned to the new NMI;</li> <li>iii. when the customer moves out or moves in;</li> </ul> <p>Change Energy's Licence Obligations table identified the requirement of the 1 business day rule. During the audit period the</p>	NP	NR

					Licensee did not receive any information from customers that required updating the Western Power database.		
410	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.19(6)</b>	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.	5	It is understood that Western Power sends updates to Standing Data attributes, which the licensee receives without further correspondence to Western Power. <ul style="list-style-type: none"><li>Review web portal</li></ul>	NP	NR
416	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.21(5)</b>	A Code participant must not request a test or audit 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.	4	The licensee has not made requests outside the parameters of this obligation for tests of the metering system during the audit period on behalf of a customer.	NP	NR
417	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.21(6)</b>	A Code participant must not make a test or audit request that is inconsistent with any access arrangement or agreement.	4	Confirmed that during the audit period Change Energy did not make any requests for audit or tests.	NP	NR
435	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 5.27</b>	Upon request, a current user must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	4	All compliance is performed via the Web Portal. Any requests received from WP would be actioned via Web Portal in a timely manner.  Review of the Web Portal correspondence did not identify any requests for customer attribute information from WP during the audit period.	NP	NR
448	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 6.1(2)</b>	A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	4	The licensee has an ETAC and uses the Web Portal to make all metering transactions and as such complies with WPN rules, procedures, agreements and criteria prescribed.	A	1

451	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 7.2(1)</b>	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.	5	WP has been notified of all communication details. Evidence of dialogue between the parties has been noted. Change Energy primarily use email but have verified ability for fax and postal communication which has been supplied to WP.	A	1
453	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 7.2(4)</b>	A Code participant must notify its contact details to a network operator with whom it has entered into an access contract within 3 business days after the network operator's request.	4	WPN has made no requests for contact details during the audit period.	NP	NR
454	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 7.2(5)</b>	A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator at least 3 business days before the change takes effect.	4	During the audit period the Licensee has not changed contact details.	NP	NR
455	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 7.5</b>	A Code participant must 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.	4	There have been no instances of noncompliance identified in relation to this requirement.	A	1
456	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 7.6(1)</b>	A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	4	There was no information required to be disclosed during the audit period.	NP	NR
457	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 8.1(1)</b>	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	5	There have been no disputes during the audit period.	NP	NR



			dispute under or in connection with the Electricity Industry Metering Code by negotiations in good faith.				
458	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 8.1(2)</b>	If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties 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.	5	There have been no disputes during the audit period.	NP	NR
459	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 8.1(3)</b>	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.	5	There have been no disputes during the audit period.	NP	NR
460	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 8.1(4)</b>	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.	4	There have been no disputes during the audit period.	NP	NR
461	<b>Retail Licence condition 5.1</b>	<b>Electricity Industry Metering Code clause 8.3(2)</b>	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective of dispute resolution with as little formality and technicality and with as much expedition as the requirements of Part 8 of the Code and a proper hearing and determination of the dispute, permit.	5	There have been no disputes during the audit period.	NP	NR





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