

# Draft Decision

Proposed amendments to the Compendium of Gas  
Customer Licence Obligations

26 August 2019

**Economic Regulation Authority**

WESTERN AUSTRALIA

D205412

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## Invitation to make submissions

**Submissions are due by 4:00 pm WST, Friday, 13 August 2019**

The ERA invites submissions on this draft decision.

We would prefer to receive your comments via our online submission form <https://www.erawa.com.au/consultation>

You can also send comments through:

Email: [publicsubmissions@erawa.com.au](mailto:publicsubmissions@erawa.com.au)  
Post: PO Box 8469, PERTH BC WA 6849  
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Please note that submissions provided electronically do not need to be provided separately in hard copy.

All submissions will be made available on our website unless arrangements are made in advance between the author and the ERA. This is because it is preferable that all submissions be publicly available to facilitate an informed and transparent consultative process. Parties wishing to submit confidential information are requested to contact us at [info@erawa.com.au](mailto:info@erawa.com.au).

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## Draft decision

1. The Economic Regulation Authority proposes to amend the *Compendium of Gas Customer Licence Obligations*.
2. A copy of the proposed new Compendium, with tracked changes, is attached to this Draft Decision (Appendix 1).

## Background

3. The Compendium regulates the conduct of retailers and distributors that supply gas to residential and small business customers, and sets service standards in areas such as billing, payments, financial hardship, disconnections, reconnections and complaints handling.
4. The Compendium was developed to protect the interests of customers who generally have little or no market power. For this reason, the Compendium applies only to residential and small business customers who consume no more than 1TJ of gas per year. These customers are called “small use customers”.
5. The Compendium is a Schedule to all gas licences and is administered by the ERA. The provisions included in the Compendium are, to the extent possible, consistent with those included in the *Code of Conduct for the Supply of Electricity to Small Use Customers* (Electricity Code) to ensure that both gas and electricity customers receive the same level of protection.
6. The current version of the Compendium came into operation on 1 January 2017.
7. The Compendium is reviewed approximately every two years, following the review of the Electricity Code. The ERA amended the Electricity Code in July 2018. To ensure that protection remains as consistent as possible across the electricity and gas industries, the ERA proposes to amend the Compendium, so it is, to the extent possible, consistent with the Electricity Code.
8. In addition to the changes proposed to ensure consistency with the Electricity Code, the ERA is proposing other amendments to the Compendium for issues that it has identified.
9. As part of the ERA’s review of the Compendium, gas licensees were given the opportunity to raise issues about the Compendium. The ERA is proposing amendments for some, but not all, of the matters raised by gas licensees.

## Proposed amendments to the Compendium

10. All proposed amendments to the Compendium, including amendments that stem from the Electricity Code review, are shown in a marked-up version in Appendix 1.
11. The remainder of this section outlines the amendments the ERA proposes to make to the Compendium that are in addition to the amendments that flowed from the Electricity Code review.

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## Amendments from the Electricity Code review

12. To achieve consistency across the regulatory framework for electricity and gas, the ERA proposes to replicate in the Compendium the amendments that were made to the Electricity Code during its most recent review.<sup>1</sup> A list of these amendments is contained in Appendix 2.

### Proposal 1

Amend the Compendium to align it with amendments made to the Electricity Code during its last review.

## Exceptions for issuing a bill more than once a month

13. Clause 4.1 of the Compendium states that a retailer must not issue a bill more than once a month, unless an exception applies. One of those exceptions is where the retailer has received a request from the customer to change their supply address or issue a final bill, in which case the retailer may issue a bill more than once a month for the purposes of facilitating the request (subclause 4.1(a)(iii)).
14. If a customer requests to switch to a different retailer, the usual procedure is that the current retailer will receive a notification via the Australian Energy Market Operator (AEMO); the customer does not normally contact their existing retailer to advise them they are switching and to request a final bill. The wording of the exception in subclause 4.1(a)(iii) does not allow for the situation where the retailer is notified by AEMO that the customer is switching retailers. This means that a retailer will be in breach of the Compendium if it issues a final bill where the previous bill was issued less than one month before the retailer received the notification from AEMO.
15. The ERA proposes to amend clause 4.1(a) of the Compendium to allow a retailer to issue a final bill to a customer even if the retailer has sent a bill to the customer in the previous month, regardless of how the retailer became aware it needed to issue the final bill.

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<sup>1</sup> Economic Regulation Authority, 2018, [2017-18 Review of the Code of Conduct for the Supply of Electricity to Small Use Customers Final Decision](#)

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## Proposal 2

The ERA proposes to amend clause 4.1(a) of the Compendium to allow a retailer to issue a final bill regardless of how the retailer became aware it needed to issue a final bill.

Drafting for proposed amendment:

### 4.1 Billing cycle

A **retailer** must issue a bill -

- (a) no more than once a month, unless ~~the retailer has~~ –
- (i) the retailer has obtained a **customer's verifiable consent** to issue bills more frequently;
  - (ii) the retailer has given the **customer** –
    - A. a **reminder notice** in respect of 3 consecutive bills; and
    - B. notice as contemplated under clause 4.2; ~~or~~
  - (iii) ~~received a request from the customer to change their supply address or issue a final bill, in which case the retailer may issue a bill more than once a month for the purposes of facilitating the request; and~~ the bill is a final bill for the customer's supply address; or

## Sending bills to deemed customers

16. Section 11WK of the *Energy Coordination Act 1994* states that if a customer takes gas without entering into a contract for the supply of that gas, the gas is deemed to be supplied under the standard form contract of the default retailer for the delivery point. This is known as a “deemed contract”.
17. Clause 4.1(b) of the Compendium requires a retailer to issue a bill at least every 105 days unless an exception applies. Subclause 4.1(b)(iv) provides an exception for the first bill issued under a deemed contract if the retailer is unable to comply with the timeframe due to the actions of the customer.
18. When a customer is on a deemed contract, it is likely that the retailer will not know the name of the customer. One gas retailer advised that despite issuing notices to deemed customers to request identification, customers often fail to contact the retailer with their details until they are at risk of disconnection.
19. Until the retailer knows the name of the customer it is not able to issue a bill that complies with subclause 4.5(1)(w) of the Compendium, as that subclause requires a bill to include the customer's name. To overcome this limitation the ERA proposes to insert new subclause 4.5(4) to provide an exception to clause 4.5(1)(w) to allow bills to be issued to customers supplied on a deemed contract, subject to the retailer giving the customer:
  - Information about the deemed contract.
  - Details of the information the customer is required to give the retailer to establish an account for the customer.
  - Notice that the customer may be disconnected if the customer does not provide the information required to establish an account.

### Proposal 3

The ERA proposes to insert new subclause 4.5(4) into the Compendium to allow a retailer to send a bill to a customer who is on a deemed contract without having to include the customer's name on the bill, provided the retailer has first given the customer:<sup>2</sup>

- Details of the information required by the retailer to establish an account for the customer.
- A copy of the terms and conditions that apply to the deemed contract or how the customer may obtain a copy.
- Information about the consequences for the customer if the customer does not provide the information required by the retailer, including any entitlement of the retailer to arrange for the disconnection of the supply address and details of the process for disconnection.
- The information in clause 2.2(2) of the *Gas Marketing Code of Conduct* (Gas Marketing Code) or how the customer can obtain the information.

Drafting for proposed amendment:

#### 4.5 Particulars on each bill

(4) Subclause (1)(w) does not apply where:

(a) the **customer** is supplied under a deemed contract pursuant to section 11WK of the **Act**, and

(b) the **retailer** responsible for the supply of gas under subclause (a) has provided the **customer** with the following information:

(i) details of:

A. the information required by the **retailer** to establish an account for the **customer**, and

B. any other information the **retailer** requires from the **customer** that the **retailer** is entitled to request under the deemed contract;

(ii) the information set out in clause 2.2(2) of the **Gas Marketing Code** or how the **customer** may obtain the information set out in clause 2.2(2) of the **Gas Marketing Code**;

(iii) a copy of the terms and conditions that apply to the deemed contract or how the **customer** may obtain a copy of the terms and conditions that apply to the deemed contract;

(iv) the **retailer's** contact information; and

(v) the consequences for the **customer** if the **customer** does not provide the information required by the **retailer**, including any entitlement of the **retailer** to arrange for the disconnection of the **supply address** and details of the process for disconnection.

<sup>2</sup> As subclause 4.5(1)(w) requires a retailer to include a customer's name and account number on the bill, an exemption for this subclause means that a retailer does not have to include a customer's name or account number on the bill. A retailer may still choose, however, to include an account number on the bill.

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## Metering data

20. Subclause 4.6(1)(a) of the Compendium states that a retailer must base a customer's bill on the distributor's or metering agent's reading of the meter at the customer's supply address. Clause 4.7(2) of the Compendium requires that a retailer must ensure that at least once every 12 months it obtains metering data in accordance with subclause 4.6(1)(a) of the Compendium.
21. The equivalent clause 4.7(2) was deleted from the Electricity Code in July 2013. This followed the replacement of the *Electricity Industry Metering Code 2005* with the *Electricity Industry (Metering) Code 2012* in December 2012. The 2012 Metering Code includes an absolute obligation on the network operator to read the meter at least once every 12 months. This allowed the ERA to remove from the Electricity Code the requirement on retailers to obtain an actual meter reading at least once every 12 months.
22. Clause 149(1) of the *Retail Market Procedures (WA)* (Procedures) states that for each basic gas meter the network operator must undertake a meter reading that generates an actual value at least once in any 12-month period.<sup>3</sup> The gas network operated by ATCO Gas Australia Pty Ltd is subject to the retail market procedures. The other gas networks in WA are exempt from the requirement to have a retail market scheme as those networks only have one distribution system operator and one gas retailer.<sup>4</sup>
23. Given the requirements under clause 149(1) of the Procedures, and that a retailer has no ability to control the process by which the network operator obtains metering data, including the frequency of obtaining the metering data, the ERA proposes to insert a new clause that exempts retailers using ATCO's gas network from having to comply with clause 4.7(2).

### Proposal 4

The ERA proposes to create an exemption for retailers who use ATCO Gas Australia Pty Ltd's gas network to comply with clause 4.7(2) of the Compendium.

Drafting for proposed amendment:

#### 4.7 Frequency of meter readings

- (1) A **retailer** must use its best endeavours to ensure that metering data is obtained as frequently as required to prepare its bills.
- (2) Subject to subclause (3), a **retailer** must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.6(1)(a).
- (3) Subclause (2) does not apply if the **retailer** is required to comply with the **retail market procedures**.<sup>5</sup>

## Payment in advance

24. Clause 5.4 of the Compendium requires that a retailer must accept payment in advance from a customer upon request. While the Compendium sets a minimum amount that the

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<sup>3</sup> The [Procedures](#) are available on the Australian Energy Market Operator's website.

<sup>4</sup> 11ZOE of the *Energy Coordination Act 1994*.

<sup>5</sup> Refer to proposal 10 which proposes to replace references to the "retail market rules" with "retail market procedures".

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retailer must accept (\$20 unless agreed otherwise), there is no maximum limit that a customer can pay in advance.

25. A retailer has advised the ERA that it has customers who continue to pay in advance despite their accounts being significantly in credit. It appears that some of these customers treat the retailer as a depository whereby they request to “draw down” on their account when funds are required elsewhere, and then “top up” later.
26. The ERA proposes to amend the Compendium to allow retailers to set a maximum payment amount that they must accept in advance, but that the maximum amount cannot be less than \$100.

### **Proposal 5**

The ERA proposes to amend the Compendium to allow retailers to set a maximum payment amount that they must accept in advance, but that the maximum amount cannot be less than \$100.

Drafting for proposed amendment:

#### **5.4 Payment in advance**

- (1) Subject to subclause (6), A a **retailer** must accept payment in advance from a **customer** on request.
- (2) Acceptance of an advance payment by a **retailer** will not require the **retailer** to credit any interest to the amounts paid in advance.
- (3) Subject to clause 6.9, for the purposes of subclause (1), \$20 is the minimum amount for which a **retailer** will accept advance payments unless otherwise agreed with a **customer**.
- (4) A **retailer** may determine a **maximum credit amount** that a **customer’s** account may be in credit which must be no less than \$100.
- (5) If a **retailer** determines a maximum credit amount, the **retailer** must publish the **maximum credit amount** on its website.
- (6) A **retailer** is not obliged to accept payment in advance where the **customer’s** account is in credit for an amount in excess of the **maximum credit amount**.
- (7) If a **customer’s** account is in credit for an amount exceeding the **maximum credit amount**, the **retailer** may refund any amount in excess of the **maximum credit amount** to the **customer** at any time.

Insert definition for the term “maximum credit amount” into clause 1.3:

- (8) “**maximum credit amount**” means the amount, if any, determined by the **retailer** in accordance with clause 5.4(4).

### **Prohibition on disconnecting a customer who has applied for a concession**

27. Subclause 7.2(1)(d) of the Compendium prohibits a retailer from arranging the disconnection of a customer for failure to pay a bill if the customer has made an application for a concession and a decision on the application has not yet been made. There are two concessions that fall under the definition of “concession” in the Compendium: the Energy Assistance Payment (EAP) and Hardship Utility Grant Scheme (HUGS) grants, the former of which is not administered by a gas retailer.
28. A gas retailer will not be aware that a customer has applied for the EAP as the application is made either to the customer’s electricity retailer or the Office of State Revenue. It does

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not seem reasonable for a gas retailer to incur a non-compliance when it disconnects a customer who had applied for the EAP. Therefore, the ERA proposes to restrict subclause 7.2(1)(d) to those concessions administered by the retailer.

29. The only concession available to gas customers that is administered by the retailer is the HUGS grant. Customers who hold a concession card have their HUGS application assessed by their energy retailer.<sup>6</sup> HUGS applications from customers who do not hold a concession card are forwarded from the retailer to the HUGS Service Centre for assessment. The application, however, is still first made through the customer's retailer. The Service Centre provides grant money to a retailer, and the retailer then applies the grant to the customer's account. The ERA considers the role of the retailer in the HUGS grant process to be captured by the term "administration", and by extension "administered". This means that if subclause 7.2(1)(d) is restricted to concessions administered by the retailer, HUGS grants will still be captured.

### Proposal 6

The ERA proposes to restrict the application of clause 7.2(1)(d) to concessions that are administered by the retailer.

Drafting for proposed amendment:

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

- (1) Notwithstanding clause 7.1, a **retailer** must not arrange for the disconnection of a **customer's supply address** for failure to pay a bill –  
[...]  
(d) if the **customer** has made an application for a **concession administered by the retailer** and a decision on the application has not yet been made;

### Deletion of subclause 5.6(1)(a)

30. Clause 5.6(1) of the Compendium sets out the limitations on a retailer's ability to charge a residential customer a late payment fee. Subclause 5.6(1)(a) prohibits a retailer from charging the fee if the customer receives a concession, provided the residential customer did not receive two or more reminder notices within the previous 12 months. In the case of the EAP, a gas retailer will not be aware that the customer is receiving the payment as the payment is applied to electricity bills. Therefore, it is not logical for this clause to capture the EAP.
31. As a HUGS grant is a one-off annual payment, it is not captured by subclause 5.6(1)(a). The words "receives a concession" is in the present tense, which means it could only capture concessions that are ongoing in nature. There are no ongoing concessions administered by gas retailers.
32. For the reasons set out in paragraphs 30 and 31, the Authority proposes to delete subclause 5.6(1)(a).
33. Customers who are assessed as being in financial hardship will still be protected from receiving a late payment fee as subclause 5.6(1)(d) prevents the retailer from charging a late payment fee if the residential customer is assessed by the retailer under clause 6.1(1) as being in financial hardship.

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<sup>6</sup> Some retailers may have already transitioned to forwarding all HUGS applications to the Service Centre for assessment.

## Proposal 7

The ERA proposes to delete subclause 5.6(1)(a) from the Compendium.

Drafting for proposed amendment:

### 5.6 Late payments

- (1) A **retailer** must not charge a **residential customer** a late payment fee if –
- (a) ~~the **residential customer** receives a **concession**, provided the **residential customer** did not receive 2 or more **reminder notices** within the previous 12 months; or~~ Not used

## Reconnections requiring excavation

34. The Procedures state that a network operator may be required to undertake a special meter reading when a transfer is for a customer “move in”.<sup>7</sup> Under clause 99(4)(a) of the Procedures, if a special meter reading is required and AEMO does not receive the metering data within seven business days of the earliest transfer day, then AEMO must cancel the requested transfer. If this occurs, the transfer request will have to be re-initiated by the incoming gas retailer, which may cause significant delays in reconnecting the delivery point.
35. Subclause 8.2(3)(e) of the Compendium requires a distributor to reconnect a customer’s supply address within 10 business days of receipt of the request to disconnect if the reconnection requires excavation.
36. If a reconnection requires excavation, the timing under the Procedures and the Compendium is currently misaligned. The ERA proposes to amend subclause 8.2(3)(e) of the Compendium to require connections requiring excavation to be performed within seven business days, to align with the Procedures.

## Proposal 8

Amend clause 8.2(3)(e) of the Compendium to require reconnections requiring excavation to be performed within seven business days instead of 10 business days.

Drafting for proposed amendment:

### 8.2 Reconnection by distributor

- (3) Subclause (2) does not apply –
- (e) if the reconnection requires excavation, in which case a **distributor** must reconnect a **customer’s supply address** within ~~10~~ 7 **business days** of receipt of the request to reconnect.

## Gas customer safety awareness programmes

37. Clause 10.5A of the Compendium requires a retailer to lodge a gas customer safety awareness program (CSAP) with the ERA within three months of the licence being granted.

<sup>7</sup> Under the *Retail Market Procedures (WA)*, a “move in” occurs when: (a) a small use customer commences occupation of premises; and (b) there is an associated change of user for the delivery point which supplies gas to the premises.

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38. Clause 10.5A sets out five broad categories of information that must be included in a gas CSAP. The information to be provided concerns gas safety matters, including: the properties of gas, installation and use of approved appliances and equipment, the use of qualified trade persons, procedures for reporting gas leaks and emergency safety procedures.
  39. The information requirements of gas CSAPs mostly cover matters that are relevant to the distributor, rather than the gas retailer. For this reason, retailers have advised the ERA that they do not think it is appropriate for retailers to be required to have a CSAP.
  40. In addition, while the Compendium requires a retailer to lodge a gas CSAP with the ERA, there is no head of power in the regulatory framework for the ERA to approve a gas CSAP.
  41. Distributors are required to comply with the *Gas Standards (Gas Supply and System Safety) Regulations 2000* (Gas Safety Regulations). Clause 27 of the Gas Safety Regulations require distributors to submit a safety case for their distribution system to Building and Energy.<sup>8</sup> In October 2018, the Gas Safety Regulations were amended to require a distributor's safety case to comply with *AS/NZS 4645.1:2018 Gas distribution networks Part 1: Network management* rather than the old standard AS/NZS 4645.1:2008. Under the new standard, a distributor has an obligation to have a safety and operating plan (SAOP). The "accountabilities and resources" requirements of a SAOP include:
    - Description of the responsibilities for participants in the gas supply chain with respect to consumer education and public awareness programs, including information on how to report gas leaks or other gas related occurrences on the gas distribution network, such as broken main or service, leaks in public areas.<sup>9</sup>
  42. Appendix E of the new standard provides information on what should be included in consumer safety and public awareness programs.
  43. The new standard places the responsibility for ensuring consumers receive appropriate safety awareness material on the distributor, although noting that the distributor may work with other parties in the supply chain so that customers receive the information.
  44. In its draft decision on the proposed amendments to the *Gas Marketing Code of Conduct* (Gas Marketing Code),<sup>10</sup> the ERA proposed to delete subclauses 2.2(2)(i) and 2.3(2)(l) from the Code. Those clauses require a retailer to give a customer general information on the retailer's gas CSAP. These clauses are no longer necessary under the new standard.
  45. For the above reasons, the Compendium no longer needs to require a retailer have a gas CSAP.
  46. The ERA proposes to remove clause 10.5A and the related definition of "gas customer safety awareness programme" from the Compendium.

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<sup>8</sup> Building and Energy is a division of the Department of Mines, Industry Regulation and Safety.

<sup>9</sup> Standards Australia (2018) *Gas distribution networks Part 1: Network management (AS/NZS 4645.1:2018)*, clause 2.4.2(e)(i).

<sup>10</sup> Economic Regulation Authority, 2019, [Proposed amendments to the Gas Marketing Code of Conduct 2017 Draft Decision](#)

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### **Proposal 9**

Delete clause 10.5A and the related definition of “gas customer safety awareness programme” from the Compendium.

### **Replacement of references to the “retail market rules” with “retail market procedures”**

47. In 2016, the operation of the Western Australia gas retail market scheme transitioned from the Retail Energy Market Company to the AEMO. As a result, references to the “retail market rules” in the Compendium should be replaced with “retail market procedures”. The definition of “retail market rules” should be removed and replaced with a definition for “retail market procedures” that reads: “means the *Retail Market Procedures (WA)* published by the Australian Energy Market Operator as amended from time to time forming part of the approved retail market scheme under the Act”.

### **Proposal 10**

Replace references to the “retail market rules” in the Compendium with “retail market procedures”.

### **Proposal 11**

Replace the definition of “retail market rules” in clause 1.3 of the Compendium with “retail market procedures”, which is defined as:

“means the *Retail Market Procedures (WA)* published by the Australian Energy Market Operator as amended from time to time forming part of the approved retail market scheme under the Act”.

### **Minor administrative amendments**

48. The word “concessions” in subclause 6.10(2)(g) of the Compendium is not in bold or italics. As “concession” is a defined term, the word should be in bold and italics. The same also applies to some occurrences of the word “Authority” and “customer”.

### **Proposal 12**

Bold and italicise the following words as they are defined terms:

- “Authority” in the definition of “Gas Marketing Code”, clause 6.10(6) and clause 13.1
- “concessions” in clause 6.10(2)(g)
- “customer” in clause 4.19(1)(b)

49. The word “reasons” in clause 7.6(3)(b) is in bold and italics but it is not a defined term.

### **Proposal 13**

Un-bold and un-italicise the word “reasons” in clause 7.6(3)(b).

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## Matters not addressed in this review

### Matters postponed for consideration until the next Electricity Code review

50. Some of the issues that were raised by licensees are relevant to both the Compendium and the Electricity Code. Consideration of these issues will be postponed until the Electricity Code review, which is due to commence in the second half of 2019.
51. The benefit of having these issues considered as part of the Electricity Code review is that they will be considered by the Electricity Code Consultative Committee which is an independent consultative committee made up of representatives from industry, consumer bodies and government appointed by the ERA to conduct the review. The Committee provides a valuable sounding board for any potential changes. As the ERA maintains consistency across the electricity and gas regulatory frameworks where appropriate, the non-gas specific issues raised by licensees can be considered during the review of the Electricity Code.
52. The ERA will contact the relevant licensees to inform them about the issues that will be postponed for consideration as part of the review of the Electricity Code.

### Matters not requiring an amendment

53. Some of the issues raised by licensees have not resulted in an amendment proposal by the ERA. The remainder of this section sets out those issues.

#### Concessions

54. Two gas licensees suggested amendments about concessions. One licensee proposed that the words “applied by the retailer” be included in several of the clauses that deal with concessions, while another proposed that the definition of “concession” be amended as follows:

“**concession**” means a concession, rebate, subsidy or grant related to the supply of gas available to **residential customers** only and applied by the retailer.
55. The ERA does not agree with the suggestion to restrict the definition of “concession” as it would mean the EAP is not captured by the definition.
56. Clause 4.5(1) of the Compendium requires a retailer to include certain information on a customer’s bill. One of the suggested amendments about concessions was that the wording of subclause 4.5(1)(h) be amended as follows:

(h) with respect to a **residential customer**, a statement that the **residential customer** may be eligible to receive **concessions** applied by the retailer and how the **residential customer** may find out its eligibility for those **concessions**;
57. The ERA does not agree with this proposal as it would mean the EAP is not captured by the subclause.
58. Another suggestion about concessions was that subclause 4.5(1)(i) be amended to read:

(i) if applicable, the value and type of any **concessions** provided to the **residential customer** that are ~~administered~~ applied by the retailer;

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59. The ERA does not agree with this proposal. As stated in paragraph 29, the ERA considers the role of the licensee in the HUGS grant process is captured by the term “administration”, and by extension, “administered”.

60. Clause 6.8 of the Compendium requires a retailer to advise a customer experiencing financial hardship of certain things, including about the concessions available to the customer and how to access them. One of the suggested amendments about concessions was that the wording of subclause 6.8(c) be amended as follows:

(c) **concessions** ~~available to~~ applied by the **retailer** and how the customer ~~and how to~~ can access them;

61. The ERA does not agree with this proposal as it would mean the EAP is not captured by the subclause.

62. Clause 7.2(1) of the Compendium sets out the limitations for disconnecting a customer for failure to pay a bill. A customer cannot be disconnected unless certain criteria are satisfied, such as providing the customer with information on the types of concessions available to them, if the customer has been assessed by a retailer as experiencing payment difficulties or financial hardship. Another suggestion about concessions was that the wording of subclause 7.2(1)(g) be amended as follows:

(g) where a **residential customer** has been assessed by a **retailer** under clause 6.1(1) as experiencing **payment difficulties** or **financial hardship**, without the **retailer** having provided the **customer** with information on the types of **concessions** applied by the **retailer** and available to the customer;

63. The ERA does not agree with this proposal as it would mean the EAP is not captured by the subclause.

64. Clause 10.3 of the Compendium requires a retailer to give certain information to a residential customer on request at no charge. A licensee suggested the wording of subclause 10.3(a) be amended as follows:

(a) information on the types of **concessions** applied by the **retailer** and available to the **residential customer**;

65. The ERA does not agree with this proposal as it would mean the EAP is not captured by the clause.

### **Expand wording about special information needs**

66. Clauses 10.11(2)(a)-(c) of the Compendium require the telephone number for TTY services, multi-lingual services and interpreter services (together with the National Interpreter Symbol) to be included on the:

(d) bill and bill related information (including, for example, the notice referred to in clause 4.2(3) and statements relating to an instalment plan);

(e) reminder notice; and

(f) disconnection warning.

67. A licensee requested that clause 10.11(2)(d) be reviewed because it:

is broadly worded in relation to “bill related information” and could be interpreted to apply to most communications with customers. [We propose] that this subclause explicitly set out what other communications or notices are required to include the information listed in clauses

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10.11(a) – (c) and expand on what is currently drafted, an instalment plan confirmation letter and a shortened billing cycle notice.

68. The ERA considers that the example in subclause 10.11(2)(d) provides a sufficient example of what type of information would be captured and therefore no amendment has been proposed.

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## Appendix 1: Proposed amendments to the Compendium

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***Schedule 2***

**Compendium of  
Gas Customer Licence Obligations**

***(Compendium)***

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# Part 1 – Preliminary

## 1.1 Commencement of Schedule 2

The obligations in this Schedule 2 apply to the **retailer** and **distributor** (as the case may be) on and from 1 January ~~2017~~2020.

## 1.2 Interpretation of Schedule 2

- (1) Headings and notes are for convenience or information only and do not affect the interpretation of the conditions in this Schedule 2 or of any term or condition set out in this Schedule 2.
- (2) An expression imparting a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency and vice versa.
- (3) A reference to a document or a provision of a document includes an amendment or supplement to, or replacement of or novation of, that document or that provision of that document.
- (4) A reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns.
- (5) Other parts of speech and grammatical forms of a word or phrase defined in this Schedule 2 have a corresponding meaning.
- (6) The definitions in Schedule 2 only apply to the terms and conditions in Schedule 2 of this licence and will not apply to any of the other parts of this licence.
- (7) Where clause 2 of the licence:
  - (a) authorises the licensee to sell gas transported through a distribution system to **customers**, a reference to a **retailer** in this Schedule 2 is a reference to the licensee (as defined in clause 1 of the main body of the licence);  
authorises the licensee to:
    - (i) construct, alter or operate a distribution system; or
    - (ii) transport gas through a distribution system,a reference to a **distributor** in this Schedule 2 is a reference to the licensee (as defined in clause 1 of the main body of the licence).

## 1.3 Definitions for Schedule 2

In this Schedule 2, unless the contrary intention appears –

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

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

- (a) in a bill or series of bills based on an estimate carried out in accordance with clause 4.8; or
- (b) under a bill smoothing arrangement based on an estimate carried out in accordance with clauses 4.3(2)(a)-(b)(c),

and the amount to be charged as a result of a bill being determined in accordance with clause 4.6~~(4)~~(a) provided that the difference is not as a result

of a defect, error or default for which the **retailer** or **distributor** is responsible or contributed to.

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

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

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

“**basic living needs**” includes –

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

“**billing cycle**” means the regular recurrent period in which a **customer** receives a bill from a **retailer**.

“**business customer**” means a **customer** who is not a **residential customer**.

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

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

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

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

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

“**collective customer**” means a **customer** -

- (a) who receives a single bill from the **retailer** for gas supplied at two or more **supply addresses**; or
- (b) who is supplied gas from the same **retailer** at multiple sites at a single **supply address**.

“**complaint**” means an expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected or legally required.

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

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

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

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

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

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

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

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

“**electronic means**” means the internet, email, facsimile, SMS or other similar means but does not include **telephone**.

“**emergency**” means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person in Western Australia or which destroys or damages, or threatens to destroy or damage, any property in Western Australia.

“**financial hardship**” means a state of more than immediate financial disadvantage which results in a **residential customer** being unable to pay an outstanding amount as required by a **retailer** without affecting the ability to meet the **basic living needs** of the **residential customer** or a dependant of the **residential customer**.

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

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

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

“**Gas Marketing Code**” means the *Gas Marketing Code of Conduct 2015*, as amended or repealed and replaced by the **Authority** [Authority](#) under Part C of the **Act**.

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

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

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

“**instalment plan**” means an arrangement between a **retailer** and a **customer** to assist the **customer** to remain connected, reduce its arrears and minimise the risk of the **customer** getting into further debt where the **customer** pays in arrears or in advance and continued usage on its account according to an agreed payment schedule (generally involving payment of at least 3 instalments) taking into account the **customer’s** capacity to pay. It does not include **customers** using an instalment plan as a matter of convenience or for flexible budgeting purposes.

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

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

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

“**maximum credit amount**” means the amount, if any, determined by the **retailer** in accordance with clause 5.4(4).

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

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

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

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

“**overcharging**” means the amount by which the amount charged in a bill or under a bill smoothing arrangement is greater than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6~~(4)~~(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.

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

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

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

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

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

“**relevant consumer representative**” means a person who may reasonably be expected to represent the interests of **residential customers** who are experiencing **payment difficulties** or **financial hardship**, and includes financial counsellors.

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

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

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

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

“**retail market procedures rules**” means the *Retail Market Procedures (WA) Rules* published by the *Australian Energy Market Operator Retail Energy Market Company Limited* as amended from time to time forming part of the approved retail market scheme under the Act.

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

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

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

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

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

“**TTY**” means a teletypewriter.

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

- (a) the failure to issue a bill in accordance with clause 4.1 or clause 4.2 or to issue a bill under a bill smoothing arrangement; or
- (b) the amount by which the amount charged in a bill or under a bill smoothing arrangement is less than the amount that would have been charged if the amount of the bill was determined in accordance with clause 4.6(1)(a) as a result of some defect, error or default for which the **retailer** or **distributor** is responsible or contributed to, but does not include an **adjustment**.

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

- (a) expressly;

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

#### 1.4 Variation from the Compendium

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

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

#### 1.5 Gas marketing agents

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

## Part 2 – ~~Marketing~~ Not used

[NOTE: Part 2 is 'not used' to ensure conformity of numbering with the *Code of Conduct for the Supply of Electricity to Small Use Customers*. Obligations relating to the marketing of gas to small use customers are addressed in the *Gas Marketing Code of Conduct*.]

## Part 3 – Connection

### 3.1 Obligation to forward connection application

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

# Part 4 – Billing

## Division 1 – Billing cycles

### 4.1 Billing cycle\*

A **retailer** must issue a bill –

- (a) no more than once a month, unless ~~the retailer has~~ –
  - (i) the retailer has obtained a **customer's verifiable consent** to issue bills more frequently;
  - (ii) the retailer has given the **customer** –
    - A. a **reminder notice** in respect of 3 consecutive bills; and
    - B. notice as contemplated under clause 4.2; ~~or~~
  - ~~(iii) received a request from the customer to change their supply address or issue a final bill, in which case the retailer may issue a bill more than once a month for the purposes of facilitating the request the bill is a final bill for the customer's supply address; and or~~
  - ~~(iii)~~(iv) less than a month after the last bill was issued, the retailer has received metering data from the distributor for the purposes of preparing the customer's next bill;
- (b) at least every 105 days unless –
  - (i) the **retailer** has obtained the **customer's verifiable consent** to issue bills less frequently;
  - (ii) the **customer** has a **pre-payment meter** installed at the **customer's supply address**;
  - (iii) the **retailer** has not received the required metering data from the **distributor** for the purposes of preparing the bill, despite using best endeavours to obtain the metering data from the **distributor**; or
  - (iv) the **retailer** is unable to comply with this timeframe due to the actions of the **customer** where the **customer** is supplied under a deemed contract pursuant to section 11WK of the **Act** and the bill is the first bill issued to that **customer** at that **supply address**.

### 4.2 Shortened billing cycle\*

- (1) For the purposes of clause 4.1(a)(ii), a **retailer** has given a **customer** notice if the **retailer** has advised the **customer**, prior to placing the **customer** on a shortened **billing cycle**, that –
  - (a) receipt of a third **reminder notice** may result in the **customer** being placed on a shortened **billing cycle**;
  - (b) if the **customer** is a **residential customer**, assistance is available for **residential customers** experiencing **payment difficulties** or **financial hardship**;
  - (c) the **customer** may obtain further information from the **retailer** on a specified **telephone** number; and

- (d) once on a shortened **billing cycle**, the **customer** must pay 3 consecutive bills by the due date to return to the **customer's** previous **billing cycle**.
- (2) Notwithstanding clause 4.1(a)(ii), a **retailer** must not place a **residential customer** on a shortened **billing cycle** without the **customer's verifiable consent** if –
  - (a) the **residential customer** informs the **retailer** that the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
  - (b) the assessment carried out under clause 6.1 indicates to the **retailer** that the **customer** is experiencing **payment difficulties** or **financial hardship**.
- (3) If, after giving notice as required under clause 4.1(a)(ii), a **retailer** decides to shorten the **billing cycle** in respect of a **customer**, the **retailer** must give the **customer** written notice of that decision within 10 **business days** of making that decision.
- (4) A shortened **billing cycle** must be at least 10 **business days**.
- (5) A **retailer** must return a **customer**, who is subject to a shortened **billing cycle** and has paid 3 consecutive bills by the due date, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.
- (6) A **retailer** must inform a **customer**, who is subject to a shortened **billing cycle**, at least once every 3 months that, if the **customer** pays 3 consecutive bills by the due date of each bill, the **customer** will be returned, on request, to the **billing cycle** that applied to the **customer** before the shortened **billing cycle** commenced.

### 4.3 Bill smoothing

- (1) Notwithstanding clause 4.1, in respect of any 12 month period, on receipt of a request by a **customer**, a **retailer** may provide the **customer** with a bill which reflects a bill smoothing arrangement.
- (2) If a **retailer** provides a **customer** with a bill under a bill smoothing arrangement pursuant to subclause (1), the **retailer** must ensure that –
  - (a) the amount payable under each bill is initially the same and is set out on the basis of –
    - (i) the **retailer's** initial estimate of the amount of gas the **customer** will consume over the 12 month period;
    - (ii) the relevant supply charge for the consumption and any other charges related to the supply of gas agreed with the **customer**;
    - (iii) any **adjustment** from a previous bill smoothing arrangement (after being adjusted in accordance with clause 4.19); and
    - (iv) any other relevant information provided by the **customer**.
  - (b) the initial estimate is based on the **customer's** historical billing data or, where the **retailer** does not have that data, the likely average consumption at the relevant tariff calculated over the 12 month period as estimated by the **retailer**;
  - (c) in or before the seventh month –

- (i) the **retailer** re-estimates the amount under subclause (2)(a)(i), taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**; and
  - (ii) unless otherwise agreed if there is a difference between the initial estimate and the re-estimate of greater than 10%, the amount payable under each of the remaining bills in the 12 month period is to be re-set to reflect that difference; and
- (d) at the end of the 12 month period, or any other time agreed between the **retailer** and the **customer** and at the end of the bill smoothing arrangement, the **meter** is read and any **adjustment** is included on the next bill in accordance with clause 4.19; and
- (e) the **retailer** has obtained the **customer's verifiable consent** to the **retailer** billing on that basis; and
- (f) if the bill smoothing arrangement between the **retailer** and the **customer** is for a defined period or has a specified end date, the **retailer** must no less than one month before the end date of the bill smoothing arrangement notify the **customer** in writing:
- (i) that the bill smoothing arrangement is due to end; and
  - ~~(i)~~(ii) the options available to the **customer** after the bill smoothing arrangement has ended.

#### 4.4 How bills are issued

A **retailer** must issue a bill to a **customer** at the address nominated by the **customer**, which may be an email address.

### Division 2 – Contents of a bill

#### 4.5 Particulars on each bill

- (1) Unless a **customer** agrees otherwise, a **retailer** must include at least the following information on the **customer's** bill –
- (a) either the range of dates of the metering supply period or the date of the current **meter** reading or estimate;
  - (b) the current **meter** reading or estimate;
  - (c) the **customer's** consumption, or estimated consumption;
  - (d) the number of days covered by the bill;
  - (e) the dates on which the account period begins and ends, if different from the range of dates of the metering supply period or the range of dates of the metering supply period have not been included on the bill already;
  - (f) the applicable tariffs;
  - (g) the amount of any other fees or charges and details of the service provided;
  - (h) with respect to a **residential customer**, a statement that the **residential customer** may be eligible to receive **concessions** and how the **residential customer** may find out its eligibility for those **concessions**;

- (i) if applicable, the value and type of any **concessions** provided to the **residential customer** that are administered by the **retailer**;
  - (j) if applicable, a statement on the bill that an additional fee may be imposed to cover the costs of late payment from the **customer**;
  - (k) the average daily cost of consumption, including charges ancillary to the consumption of gas, unless the **customer** is a **collective customer**;
  - (l) the average daily consumption, unless the **customer** is a **collective customer**;
  - (m) a **meter** identification number (clearly placed on the part of the bill that is retained by the **customer**);
  - (n) the amount due;
  - (o) the due date;
  - (p) a summary of the payment methods;
  - (q) a statement advising the **customer** that assistance is available if the **customer** is experiencing problems paying the bill;
  - (r) a **telephone** number for billing and payment enquiries;
  - (s) a **telephone** number for **complaints**;
  - (t) the contact details for the **gas ombudsman**;
  - (u) the **distributor's** 24 hour **telephone** number for faults and **emergencies**;
  - (v) the **supply address** and any relevant mailing address;
  - (w) the **customer's** name and account number;
  - (x) the amount of arrears or credit;
  - (y) if applicable and not included on a separate statement –
    - (i) payments made under an **instalment plan**; and
    - (ii) the total amount outstanding under the **instalment plan**;
  - (z) with respect to **residential customers**, the **telephone** number for interpreter services together with the **National Interpreter Symbol** and the words "Interpreter Services";
  - (aa) the **telephone** number for **TTY** services;
  - (bb) to the extent that the data is available, a graph or bar chart illustrating the **customer's** amount due or consumption for the period covered by the bill, the previous bill and the bill for the same period last year; and
  - (cc) the Meter Installation Registration Number for the property.
- (2) Notwithstanding subclause (1)(bb), a **retailer** is not obliged to include a graph or bar chart on the bill if the bill is –
- (a) not indicative of a **customer's** actual consumption;
  - (b) not based upon a **meter** reading; or
  - (c) for a **collective customer**.
- (3) If a **retailer** identifies a **historical debt** and wishes to bill a **customer** for that **historical debt**, the **retailer** must advise the **customer** of –
- (d) the amount of the **historical debt**; and

(e) the basis of the **historical debt**,  
before, with, or on the **customer's** next bill.

(4) Subclause (1)(w) does not apply where:

(a) the **customer** is supplied under a deemed contract pursuant to section 11WK of the **Act**, and

(b) the **retailer** responsible for the supply of gas under subclause (a) has provided the **customer** with the following information:

(i) details of:

A. the information required by the **retailer** to establish an account for the **customer**, and

B. any other information the **retailer** requires from the **customer** that the **retailer** is entitled to request under the deemed contract;

(ii) the information set out in clause 2.2(2) of the **Gas Marketing Code** or how the **customer** may obtain the information set out in clause 2.2(2) of the **Gas Marketing Code**;

(iii) a copy of the terms and conditions that apply to the deemed contract or how the **customer** may obtain a copy of the terms and conditions that apply to the deemed contract;

(iv) the **retailer's** contact information; and

(v) the consequences for the **customer** if the **customer** does not provide the information required by the **retailer**, including any entitlement of the **retailer** to arrange for the disconnection of the **supply address** and details of the process for disconnection.

## Division 3 – Basis of bill

### 4.6 Basis of bill

~~(4)~~ Subject to clause [4.3](#) and 4.8, a **retailer** must base a **customer's** bill on –

(a) the **distributor's** or **metering agent's** reading of the **meter** at the **customer's supply address**; or

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

### 4.7 Frequency of meter readings

(1) A **retailer** must use its best endeavours to ensure that metering data is obtained as frequently as required to prepare its bills.

(2) [Subject to subclause \(3\)](#), a **retailer** must ensure that at least once every 12 months it obtains metering data in accordance with clause 4.60(a).

(3) Subclause (2) does not apply if the **retailer** is required to comply with the **retail market procedures**.

#### 4.8 Estimations

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

#### 4.9 Adjustments to subsequent bills

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

#### 4.10 Customer may request meter reading

If a **retailer** has based a bill upon an estimation because a **customer** failed to provide access to the **meter** and the **customer** –

- (a) subsequently requests the **retailer** to replace the estimated bill with a bill based on an actual reading of the **customer's meter**;
  - (b) pays the **retailer's** reasonable charge for reading the **meter** (if any); and
  - (c) provides due access to the **meter**,
- the **retailer** must do so.

### Division 4 – Meter testing

#### 4.11 Customer requests testing of meters or metering data

- (1) If a **customer** –
  - (a) requests the **meter** to be tested; and
  - (b) pays the **retailer's** reasonable charge for testing the **meter** (if any),the **retailer** must request the **distributor** or **metering agent** to test the **meter**.
- (2) If the **meter** is tested and found to be defective, the **retailer's** reasonable charge for testing the **meter** (if any) is to be refunded to the **customer**.

## Division 5 – Alternative Tariffs

### 4.12 Customer applications

- (1) If a **retailer** offers **alternative tariffs** and a **customer** –
  - (a) applies to receive an **alternative tariff**, and
  - (b) demonstrates to the **retailer** that the **customer** satisfies all of the conditions relating to eligibility for the **alternative tariff**,the **retailer** must change the **customer** to the **alternative tariff** within 10 **business days** of the **customer** satisfying those conditions.
- (2) For the purposes of subclause (1), the effective date of change will be –
  - (a) the date on which the last **meter** reading at the previous tariff is obtained; or
  - (b) the date the **meter** adjustment is completed, if the change requires an adjustment to the **meter** at the **customer's supply address**.

### 4.13 Written notification of a change to an alternative tariff

If –

- (a) a **customer's** gas use at the **customer's supply address** changes or has changed; and
- (b) the **customer** is no longer eligible to continue to receive an existing, more beneficial tariff,

a **retailer** must, prior to changing the **customer** to the tariff applicable to the **customer's** use of gas at that **supply address**, give the **customer** written notice of the proposed change.

## Division 6 – Final bill

### 4.14 Request for final bill

- (1) If a **customer** requests a **retailer** to issue a final bill at the **customer's supply address**, the **retailer** must use reasonable endeavours to arrange for that bill in accordance with the **customer's** request.
- (2) If a **customer's** account is in credit at the time of account closure, subject to subclause (3), a **retailer** must, at the time of the final bill, ask the **customer** for instructions whether the **customer** requires the **retailer** to transfer the amount of credit to:
  - (a) another account the **customer** has, or will have, with the **retailer**; or
  - (b) a bank account nominated by the **customer**; andthe **retailer** must credit the account, or pay the amount of credit in accordance with the **customer's** instructions, within 12 **business days** of receiving the instructions or other such time as agreed with the **customer**.
- (3) If 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, with written notice to the **customer**, use that credit to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must ask the **customer**

for instructions to transfer the remaining amount of credit in accordance with subclause (2).

## **Division 7 – Review of bill**

### **4.15 Review of bill**

Subject to a **customer** –

- (a) paying –
  - (i) that portion of the bill under review that the **customer** and a **retailer** agree is not in dispute; or
  - (ii) an amount equal to the average amount of the **customer's** bills over the previous 12 months (excluding the bill in dispute),  
whichever is less; and
- (b) paying any future bills that are properly due,  
a **retailer** must review the **customer's** bill on request by the **customer**.

### **4.16 Procedures following a review of a bill**

- (1) If, after conducting a review of a bill, a **retailer** is satisfied that the bill is –
  - (a) correct, the **retailer** –
    - (i) may require a **customer** to pay the unpaid amount;
    - (ii) must advise the **customer** that the **customer** may request the **retailer** to arrange a **meter** test in accordance with applicable law; and
    - (iii) must advise the **customer** of the existence and operation of the **retailer's** internal **complaints** handling processes and details of any applicable external **complaints** handling processes,
  - or
  - (b) incorrect, the **retailer** must adjust the bill in accordance with clauses 4.17 and 4.18.
- (2) A **retailer** must inform a **customer** of the outcome of the review as soon as practicable.
- (3) If a **retailer** has not informed a **customer** of the outcome of the review within 20 **business days** from the date of receipt of the request for review under clause 4.15, the **retailer** must provide the **customer** with notification of the status of the review as soon as practicable.

## **Division 8 – Undercharging, overcharging and adjustment**

### **4.17 Undercharging**

- (1) This clause 4.17 applies whether the **undercharging** became apparent through a review under clause 4.15 or otherwise.

- (2) If a **retailer** proposes to recover an amount **undercharged** as a result of an error, defect or default for which the **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must –
- (a) subject to subclause (b), limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** that **undercharging** had occurred;
  - (b) other than in the event that the information provided by a **customer** is incorrect, if a **retailer** has changed the **customer** to an **alternative tariff** in the circumstances set out in clause 4.13 and, as a result of the **customer** being ineligible to receive the tariff charged prior to the change, the **retailer** has **undercharged** the **customer**, limit the amount to be recovered to no more than the amount **undercharged** in the 12 months prior to the date on which the **retailer** notified the **customer** under clause 4.13;
  - (c) notify the **customer** of the amount to be recovered no later than the next bill, together with an explanation of that amount;
  - (d) subject to subclause (3), not charge the **customer** interest on that amount or require the **customer** to pay a late payment fee; and
  - (e) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period over which the recoverable **undercharging** occurred.
- (3) If, after notifying a **customer** of the amount to be recovered in accordance with subclause (2)(c), the **customer** has failed to pay the amount to be recovered by the due date and has not entered into an **instalment plan** under subclause (2)(e), a **retailer** may charge the **customer** interest on that amount from the due date or require the **customer** to pay a late payment fee.
- (4) For the purpose of subclause (2), an **undercharge** that has occurred as a result of a **customer** denying access to the **meter** is not an **undercharge** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible.

#### **4.18 Overcharging**

- (1) This clause 4.18 applies whether the **overcharging** became apparent through a review under clause 4.15 or otherwise.
- (2) If a **customer** (including a **customer** who has vacated the **supply address**) has been **overcharged** as a result of an error, defect or default for which a **retailer** or **distributor** is responsible (including where a **meter** has been found to be defective), the **retailer** must use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the error, defect or default and, subject to subclauses (6) and (7), ask the **customer** for instructions as to whether the amount should be –
- (a) credited to the **customer's** account; or
  - (b) repaid to the **customer**.
- (3) If a **retailer** receives instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount **overcharged** to the **customer's** account.

- (5) No interest shall accrue to a credit or refund referred to in subclause (2).
- (6) If the amount referred to in subclause (2) is less than \$100, a **retailer** may notify a **customer** of the **overcharge** by no later than the next bill after the **retailer** became aware of the error, and –
  - (a) ask the **customer** for instructions under subclause (2) (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
  - (b) credit the amount to the **customer's** next bill.
- (7) If a **customer** has been overcharged by a **retailer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** experiencing **payment difficulties** or **financial hardship**, the **retailer** may, with written notice to the **customer**, use the amount of the **overcharge** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (6).
  - (a) Not Used
  - (b) Not Used

#### 4.19 Adjustments

- (1) If a **retailer** proposes to recover an amount of an **adjustment** which does not arise due to any act or omission of a **customer**, the **retailer** must –
  - (a) limit the amount to be recovered to no more than the amount of the **adjustment** for the 12 months prior to the date on which the **meter** was read on the basis of the **retailer's** estimate of the amount of the **adjustment** for the 12 month period taking into account any **meter** readings and relevant seasonal and other factors agreed with the **customer**;
  - (b) notify the ~~customer~~**customer** of the amount of the **adjustment** no later than the next bill, together with an explanation of that amount;
  - (c) not require the **customer** to pay a late payment fee; and
  - (d) in relation to a **residential customer**, offer the **customer** time to pay that amount by means of an **instalment plan** in accordance with clause 6.4(2) and covering a period at least equal to the period to which the **adjustment** related.
- (2) If the **meter** is read 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 use its best endeavours to inform the **customer** accordingly within 10 **business days** of the **retailer** becoming aware of the **adjustment** and, subject to subclauses (5) and (7), ask the **customer** for instructions as to whether the amount should be –
  - (a) credited to the **customer's** account;
  - (b) repaid to the **customer**; or
  - (c) included as a part of the new bill smoothing arrangement if the **adjustment** arises under clause 4.3(2)(a)-(b).

- (3) If a **retailer** received instructions under subclause (2), the **retailer** must pay the amount in accordance with the **customer's** instructions within 12 **business days** of receiving the instructions.
- (4) If a **retailer** does not receive instructions under subclause (2) within 5 **business days** of making the request, the **retailer** must use reasonable endeavours to credit the amount of the **adjustment** to the **customer's** account.
- (5) If the amount referred to in subclause (2) is less than \$100, the **retailer** may notify the **customer** of the **adjustment** by no later than the next bill after the **meter** is read; and
  - (a) ask the **customer** for instructions under subclause (2), (in which case subclauses (3) and (4) apply as if the **retailer** sought instructions under subclause (2)); or
  - (b) credit the amount to the **customer's** next bill.
- (6) No interest shall accrue to an **adjustment** amount under subclause (1) or (2).
- (7) If the amount of the **adjustment** is an amount owing to the **customer**, and the **customer** owes a debt to the **retailer**, then provided that the **customer** is not a **residential customer** experiencing **payment difficulties** or **financial hardship**, the **retailer** may, with written notice to the **customer**, use the amount of the **adjustment** to set off the debt owed to the **retailer**. If, after the set off, there remains an amount of credit, the **retailer** must deal with that amount of credit in accordance with subclause (2) or, if the amount is less than \$100, subclause (5).
  - (a) Not used
  - (b) Not used

## Part 5 – Payment

### 5.1 Due dates for payment\*

- (1) The due date on a bill must be at least 12 **business days** from the date of that bill unless otherwise agreed with a **customer**.
- (2) Unless a **retailer** specifies a later date, the date of dispatch is the date of the bill.

### 5.2 Minimum payment methods\*

Unless otherwise agreed with a **customer**, a **retailer** must offer the **customer** at least the following payment methods –

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

### 5.3 Direct debit

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

### 5.4 Payment in advance\*

- (1) Subject to subclause (6), A **retailer** must accept payment in advance from a **customer** on request.
- (2) Acceptance of an advance payment by a **retailer** will not require the **retailer** to credit any interest to the amounts paid in advance.
- (3) Subject to clause 6.9, for the purposes of subclause (1), \$20 is the minimum amount for which a **retailer** will accept advance payments unless otherwise agreed with a **customer**.
- (4) A **retailer** may determine a **maximum credit amount** that a **customer's** account may be in credit which must be no less than \$100.
- (5) If a **retailer** determines a **maximum credit amount**, the **retailer** must publish the **maximum credit amount** on its website.
- (6) A **retailer** is not obliged to accept payment in advance where the **customer's** account is in credit for an amount in excess of the **maximum credit amount**.
- (7) If a **customer's** account is in credit for an amount exceeding the **maximum credit amount**, the **retailer** may refund any amount in excess of the **maximum credit amount** to the **customer** at any time.

## 5.5 Absence or illness

If a **residential customer** is unable to pay by way of the methods described in clause 5.2, due to illness or absence, a **retailer** must offer the **residential customer** on request redirection of the **residential customer's** bill to a third person at no charge.

## 5.6 Late payments

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

## 5.7 Vacating a supply address\*

- (1) Subject to –
  - (a) subclauses (2) and (4);
  - (b) a **customer** giving a **retailer** notice; and
  - (c) the **customer** vacating the **supply address** at the time specified in the notice,  
the **retailer** must not require the **customer** to pay for gas consumed at the **customer's supply address** from –
    - (d) the date the **customer** vacated the **supply address**, if the **customer** gave at least 5 days' notice; or
    - (e) 5 days after the **customer** gave notice, in any other case,  
unless the **retailer** and the **customer** have agreed to an alternative date.
- (2) If a **customer** reasonably demonstrates to a **retailer** that the **customer** was evicted or otherwise required to vacate the **supply address**, the **retailer** must not require the **customer** to pay for gas consumed at the **customer's supply address** from the date the **customer** gave the **retailer** notice.
- (3) For the purposes of subclauses (1) and (2), notice is given if a **customer** –
  - (a) informs a **retailer** of the date on which the **customer** intends to vacate, or has vacated the **supply address**; and
  - (b) gives the **retailer** a forwarding address to which a final bill may be sent.
- (4) Notwithstanding subclauses (1) and (2), if –
  - (a) a **retailer** and a **customer** enter into a new **contract** for the **supply address**, the **retailer** must not require the previous **customer** to pay for gas consumed at the **customer's supply address** from the date that the new **contract** becomes effective;
  - (b) another **retailer** becomes responsible for the supply of gas to the **supply address**, the previous **retailer** must not require the **customer** to pay for gas consumed at the **customer's supply address** from the date that the other **retailer** becomes responsible; and
  - (c) the **supply address** is disconnected, the **retailer** must not require the **customer** to pay for gas consumed at the **customer's supply address** from the date that disconnection occurred.
- (5) Notwithstanding subclauses (1), (2) and (4), a **retailer's** right to payment does not terminate with regard to any amount that was due up until the termination of the **contract**.

## 5.8 Debt collection

- (1) A **retailer** must not commence proceedings for recovery of a debt –
  - (a) from a **residential customer** who has informed the **retailer** in accordance with clause 6.1(1) that the **residential customer** is experiencing **payment difficulties** or **financial hardship**, unless and until the **retailer** has complied with all the requirements of clause 6.1 and (if applicable) clause 6.3; and

- (b) while a **residential customer** continues to make payments under an alternative payment arrangement under Part 6.
- (2) A **retailer** must not recover or attempt to recover a debt relating to a **supply address** from a person other than a **customer** with whom the **retailer** has or had entered into a **contract** for the supply of gas to that **customer's supply address**.
- (3) If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.

## 5.9 ~~Debt collection~~Not used

~~If a **customer** with a debt owing to a **retailer** requests the **retailer** to transfer the debt to another **customer**, the **retailer** may transfer the debt to the other **customer** provided that the **retailer** obtains the other **customer's verifiable consent** to the transfer.~~

## 5.10 Simultaneous payments for gas and electricity

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

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

# PART 6 – Payment difficulties & financial hardship

## Division 1 – Assessment of financial situation

### 6.1 Assessment

- (1) If a **residential customer** informs a **retailer** that the **residential customer** is experiencing **payment problems**, the **retailer** must, (subject to clause 6.2) –
  - (a) within 5 **business days**, assess whether the **residential customer** is experiencing **payment difficulties** or **financial hardship**; and
  - (b) if the **retailer** cannot make the assessment within 5 **business days**, refer the **residential customer** to a **relevant consumer representative** to make the assessment.
- (2) If a **residential customer** provides a **retailer** with an assessment from a **relevant consumer representative**, the **retailer** may adopt that assessment as its own assessment for the purposes of subclause (1)(a).
- (3) When undertaking the assessment required by subclause (1)(a), unless a **retailer** adopts an assessment from a **relevant consumer representative**, the **retailer** must give reasonable consideration to –
  - (a) information –
    - (i) given by the **residential customer**; and
    - (ii) requested or held by the **retailer**; or
  - (b) advice given by a **relevant consumer representative** (if any).
- (4) A **retailer** must advise a **residential customer** on request of the details and outcome of an assessment carried out under subclause (1).

### 6.2 Temporary suspension of actions

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

additional time, a **retailer** must give reasonable consideration to the **residential customer's** or **relevant consumer representative's** request.

### 6.3 Assistance to be offered

- (1) If the assessment carried out under clause 6.1 indicates to a **retailer** that a **residential customer** is experiencing –
  - (a) **payment difficulties**, the **retailer** must –
    - (i) offer the **residential customer** the alternative payment arrangements referred to in clause 6.4(1)(a); and
    - (ii) advise the **residential customer** that additional assistance may be available if, due to **financial hardship**, the **residential customer** would be unable to meet its obligations under an agreed alternative payment arrangement; or
  - (b) **financial hardship**, the **retailer** must offer the **residential customer** –
    - (i) the alternative payment arrangements referred to in clause 6.4(1)(b); and
    - (ii) assistance in accordance with clauses 6.6 to 6.9.
- (2) Subclause (1) does not apply if a **retailer** is unable to make an assessment under clause 6.1 as a result of an act or omission by a **residential customer**.

## Division 2 – Residential customers experiencing payment difficulties or financial hardship

### 6.4 Alternative payment arrangements

- (1) A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –
  - ~~(a) if the **residential customer** is experiencing **payment difficulties**:~~
    - ~~(i) additional time to pay a bill; and~~
    - ~~(ii) if requested by the **residential customer**, an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges) and is permitted to continue consumption;~~
  - ~~(a) if the **residential customer** is experiencing **financial hardship**:~~
    - ~~(i) additional time to pay a bill; and~~
    - ~~(ii) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges) and is permitted to continue consumption.~~
  - (a) additional time to pay a bill; and
  - (b) an interest-free and fee-free **instalment plan** or other arrangement under which the **residential customer** is given additional time to pay a bill or to

pay arrears (including any **disconnection** and **reconnection** charges) and is permitted to continue **consumption**.

In this clause “fee” means any fee or charge in connection with the establishment or operation of the **instalment plan** or other arrangement which would not otherwise be payable if the **residential customer** had not entered into the **instalment plan** or other arrangement.

- (2) When offering or amending an **instalment plan**, a **retailer** must –
  - (a) ensure that the **instalment plan** is fair and reasonable taking into account information about a **residential customer’s** capacity to pay and consumption history;  
comply with subclause (3).
- (3) If a **residential customer** accepts an **instalment plan** offered by a **retailer**, the **retailer** must –
  - (a) within 5 **business days** of the **residential customer** accepting the **instalment plan** provide the **residential customer** with information in writing or by **electronic means** that specifies:
    - (i) ~~that specifies~~ the terms of the **instalment plan** (including the number and amount of payments, the duration of payments and how the payments are calculated);
    - (ii) the consequences of not adhering to the **instalment plan**; and
    - (iii) the importance of contacting the **retailer** for further assistance if the **residential customer** cannot meet or continue to meet the **instalment plan** terms, and
  - (b) notify the **residential customer** in writing or by **electronic means** of any amendments to the **instalment plan** at least 5 **business days** before they come into effect (unless otherwise agreed with the **residential customer**) and provide the **residential customer** with information in writing or by **electronic means** that clearly explains and assists the **residential customer** to understand those changes.
- (4) If a **residential customer** has, in the previous 12 months, had 2 **instalment plans** cancelled due to non-payment, a **retailer** does not have to offer that **residential customer** another **instalment plan** under subclause (1), unless the **retailer** is satisfied that the **residential customer** will comply with the **instalment plan**.
- (5) For the purposes of subclause (4), cancellation does not include the revision of an **instalment plan** under clause 6.7.

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

#### **6.5 Definitions**

In this division –

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

## Subdivision 1 – Specific assistance available

### 6.6 Reduction of fees, charges and debt

- (1) A **retailer** must give reasonable consideration to a request by a **customer experiencing financial hardship**, or a **relevant consumer representative**, for a reduction of the **customer's** fees, charges or debt.
- (2) In giving reasonable consideration under subclause (1), a **retailer** should refer to the hardship procedures referred to in clause 6.10(3).

### 6.7 Revision of alternative payment arrangements

If a **customer experiencing financial hardship**, or a **relevant consumer representative**, reasonably demonstrates to a **retailer** that the **customer** is unable to meet the **customer's** obligations under a ~~previously elected~~ payment arrangement under clause 6.4(1)(~~b~~), the **retailer** must give reasonable consideration to –

- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension; or
- (b) offering to revise the **instalment plan**, if the **customer** had previously elected an **instalment plan**.

### 6.8 Provision of information

A **retailer** must advise a **customer experiencing financial hardship** of the –

- (a) **customer's** right to have the bill redirected at no charge to a third person;
- (b) payment methods available to the **customer**;
- (c) **concessions** available to the **customer** and how to access them;
- (d) different types of tariffs available to the **customer**;
- (e) independent financial counselling services and **relevant consumer representatives** available to assist the **customer**; and
- (f) availability of any other financial assistance and grants schemes that the **retailer** should reasonably be aware of and how to access them.

### 6.9 Payment in advance

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

## Subdivision 2 – Hardship policy and hardship procedures

### 6.10 Obligation to develop hardship policy and hardship procedures

- (1) A **retailer** must develop a hardship policy and hardship procedures to assist **customers experiencing financial hardship** in meeting their financial obligations and responsibilities to the **retailer**.
- (2) The hardship policy must –
  - (a) be developed in consultation with **relevant consumer representatives**;
  - (b) include a statement encouraging **customers** to contact their **retailer** if a **customer** is having trouble paying the **retailer's** bill;
  - (c) include a statement advising that the **retailer** will treat all **customers** sensitively and respectfully;
  - (d) include a statement that the **retailer** may reduce and/or waive fees, charges and debt;
  - (e) include an objective set of hardship indicators;
  - (f) include -
    - (i) an overview of the assistance available to **customers** in **financial hardship** or **payment difficulties** in accordance with Part 6 of the **Compendium** (other than the **retailer's** requirement to advise the **customer** of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));
    - (ii) that the **retailer** offers **residential customers** the right to pay their bills by Centrepay; and
    - (iii) a statement that the **retailer** is able to provide further detail on request;
  - (g) include an overview of any ~~concessions~~concessions that may be available to the **retailer's customers**;
  - (h) include -
    - (i) the National Interpreter Symbol with the words "Interpreter Services";
    - (ii) information on the availability of independent multi-lingual services; and
    - (iii) information on the availability of **TTY** services;
  - (i) be available on the **retailer's** website; ~~and~~
  - (j) be available in large print copies; and
  - (k) include a statement specifying how the **retailer** will treat information disclosed by the **customer** to the **retailer** and information held by the **retailer** in relation to the **customer**.
- (3) The hardship procedures must –
  - (a) be developed in consultation with **relevant consumer representatives**;
  - (b) provide for the training of staff –

- (i) including **call centre** staff, all subcontractors employed to engage with **customers experiencing financial hardship** and field officers;
  - (ii) on issues related to **financial hardship** and its impacts, and how to deal sensitively and respectfully with **customers experiencing financial hardship**;
  - (c) Not used
  - (d) include guidance –
    - (i) that assist the **retailer** in identifying **residential customers** who are experiencing **financial hardship**;
    - (ii) that assist the **retailer** in determining a **residential customer's** usage needs and capacity to pay when determining the conditions of an **instalment plan**;
    - (iii) for suspension of disconnection and debt recovery procedures;
    - (iv) on the reduction and/or waiver of fees, charges and debt; and
    - (v) on the recovery of debt; and
  - (e) require that the **retailer's** credit management staff have a direct **telephone** number and that number be provided to **relevant consumer representatives**.
- (4) If requested, a **retailer** must give **residential customers** and **relevant consumer representatives** a copy of the hardship policy, including by post at no charge.
- (5) Not used
- (6) If directed by the **Authority**, a **retailer** must review its hardship policy and hardship procedures in consultation with relevant consumer representatives and submit to the **Authority** the results of that review within **5 business days** after it is completed.
- (7) A **retailer** must comply with the **Authority's** Financial Hardship Policy Guidelines.
- (8) If a **retailer** makes a material amendment to the **retailer's** hardship policy, the **retailer** must consult with relevant consumer representatives, and submit to the **Authority** a copy of the **retailer's** amended hardship policy with **5 business days** of the amendment.

## Division 4 – Business customers experiencing payment difficulties

### 6.11 Alternative payment arrangements

A **retailer** must consider any reasonable request for alternative payment arrangements from a **business customer** who is experiencing **payment difficulties**.

## Part 7 – Disconnection & interruption

### Division 1 – Conduct in relation to disconnection or interruption

#### Subdivision 1 – Disconnection for failure to pay bill

##### 7.1 General requirements

- (1) Prior to arranging for disconnection of a **customer's supply address** for failure to pay a bill, a **retailer** must –
  - (a) give the **customer** a **reminder notice**, not less than 14 **business days** from the date of dispatch of the bill, including –
    - (i) the **retailer's telephone** number for billing and payment enquiries;
    - (ii) advice on how the **retailer** may assist in the event the **customer** is experiencing **payment difficulties** or **financial hardship**; and
    - (iii) requiring payment to be made on or before the day not less than 20 **business days** after the day on which the bill was issued;
  - (b) use its best endeavours to **contact** the **customer** to advise of the proposed **disconnection**; and
  - (c) give the **customer** a **disconnection warning**, not less than 22 **business days** from the date of dispatch of the bill, advising the **customer** –
    - (i) that the **retailer** may disconnect the **customer** not less than 10 **business days** after the day on which the **disconnection warning** is given; and
    - (ii) of the existence and operation of **complaint** handling processes including the existence and operation of the **gas ombudsman** and the Freecall **telephone** number of the **gas ombudsman**.
- (2) For the purposes of subclause (1), a **customer** has failed to pay a **retailer's** bill if the **customer** has not –
  - (a) paid the **retailer's** bill by the due date;
  - (b) agreed with the **retailer** to an offer of an **instalment plan** or other payment arrangement to pay the **retailer's** bill; or
  - (c) adhered to the **customer's** obligations to make payments in accordance with an agreed **instalment plan** or other payment arrangement relating to the payment of the **retailer's** bill.

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

- (1) Notwithstanding clause 7.1, a **retailer** must not arrange for the disconnection of a **customer's supply address** for failure to pay a bill –
  - (a) within 1 **business day** after the expiry of the period referred to in the **disconnection warning**;
  - (b) if the **retailer** has made the **residential customer** an offer in accordance with clause 6.4(1) and the **residential customer** has –
    - (i) accepted the offer before the expiry of the period specified by the **retailer** in the **disconnection warning**; and

- (ii) has used reasonable endeavours to settle the debt before the expiry of the time frame specified by the **retailer** in the **disconnection warning**;
  - (c) if the amount outstanding is less than an amount approved and published by the **Authority** in accordance with subclause (2) and the **customer** has agreed with the **retailer** to repay the amount outstanding;
  - (d) if the **customer** has made an application for a **concession administered by the retailer** and a decision on the application has not yet been made;
  - (e) if the **customer** has failed to pay an amount which does not relate to the supply of gas;
  - (f) if the **supply address** does not relate to the bill, unless the amount outstanding relates to a **supply address** previously occupied by the **customer**, or
  - (g) where a **residential customer** has been assessed by a **retailer** under clause 6.1(1) as experiencing **payment difficulties** or **financial hardship**, without the **retailer** having provided the **customer** with information on the types of **concessions** available to the **customer**.
- (2) For the purposes of subclause (1)(c), the **Authority** may approve and publish, in relation to failure to pay a bill, an amount outstanding below which a **retailer** must not arrange for the disconnection of a **customer's supply address**.

### 7.3 Dual fuel contracts

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

## Subdivision 2 – Disconnection for denying access to meter

### 7.4 General requirements

- (1) A **retailer** must not arrange for the disconnection of a **customer's supply address** for denying access to the **meter**, unless –
- (a) the **customer** has denied access for the purpose of reading the **meter** for the purposes of issuing 3 consecutive bills;

- (b) the **retailer** has, prior to giving the **customer** a **disconnection warning** under subclause (e), each time it was denied access given the **customer** in writing 5 **business days'** notice –
    - (i) advising the **customer** of the next date or timeframe of a scheduled **meter** reading at the **supply address**;
    - (ii) requesting access to the **meter** at the **supply address** for the purpose of the scheduled **meter** reading; and
    - (iii) advising the **customer** of the **retailer's** ability to arrange for disconnection if the **customer** fails to provide access to the **meter**;
  - (c) the **retailer** has given the **customer** an opportunity to provide reasonable alternative access arrangements;
  - (d) the **retailer** has used its best endeavours to **contact** the **customer** to advise of the proposed disconnection; and
  - (e) the **retailer** has given the **customer** a **disconnection warning** with at least 5 **business days'** notice of its intention to arrange for disconnection.
- (2) A **retailer** may arrange for a **distributor** to carry out 1 or more of the requirements referred in subclause (1) on behalf of the **retailer**.

### Subdivision 3 – Disconnection or interruption for emergencies

#### 7.5 General requirements

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

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

### Division 2 – Limitations on disconnection

#### 7.6 General limitations on disconnection

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

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

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

- (2) Subject to subclause (3), a **distributor** must not **disconnect** a **customer's supply address** –
- (a) if:
- (i) a **complaint** has been made to the **distributor** directly related to the reason for the proposed disconnection; or
  - (ii) the **distributor** is notified by a **retailer**, the **gas ombudsman** or an external dispute resolution body that there is a **complaint**, directly related to the reason for the proposed disconnection, that has been made to the **retailer**, **gas ombudsman** or external dispute resolution body,
- and the **complaint** is not **resolved** by the **retailer** or **distributor** or determined by the **gas ombudsman** or external dispute resolution body; or
- (b) during any time:
- (i) after 3.00 pm Monday to Thursday; or
  - (ii) on a Friday, Saturday, Sunday, **public holiday** or on the **day** before a **public holiday**.
- (3) A **retailer** or a **distributor** may arrange for disconnection or interruption of a **customer's supply address** if ~~the disconnection~~ –
- (a) the disconnection was requested by the **customer**;
  - (b) the disconnection or interruption was carried out for **emergency reasons**~~reasons~~;
  - (c) the interruption was ~~the result of~~ a planned **interruption**; or
  - (d) the disconnection or interruption was to prevent unauthorised utilisation.

## Part 8 – Reconnection

### 8.1 Reconnection by retailer\*

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

(3) If a **retailer** does not forward the request for **reconnection** to the relevant **distributor** within the timeframes in subclause (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 clause 8.2(2) as if the **distributor** has received the request for **reconnection** from the **retailer** in accordance with subclause (2).

### 8.2 Reconnection by distributor

- (1) If a **distributor** has disconnected a **customer's supply address** on request by the **customer's retailer**, and the **retailer** has subsequently requested the **distributor** to reconnect the **customer's supply address**, then, subject to the **retailer** complying with any **retail market procedures** applicable to that **retailer**, the **distributor** must reconnect the **customer's supply address**.
- (2) Subject to subclause (3) and for the purposes of subclause (1), a **distributor** must reconnect a **customer's supply address** within 2 **business days** of receipt of the request.
- (3) Subclause (2) does not apply –

- (a) where a **retailer** has notified a **distributor** of a later date for reconnection, in which case, subject to this subclause, the **distributor** must reconnect a **customer's supply address** within 2 **business days** of that later date;
  - (b) in the event of an **emergency**, in which case a **distributor** must reconnect a **customer's supply address** within 2 **business days** of the **emergency** ceasing to exist;
  - (c) if a **distributor's** access to the **supply address** has been restricted, in which case the **distributor** must reconnect a **customer's supply address** within 2 **business days** of becoming aware that access to the **customer's supply address** is unrestricted;
  - (d) if it is unsafe to reconnect the **supply address**, in which case a **distributor** must reconnect a **customer's supply address** within 2 **business days** of becoming aware that the safety issue has been resolved; or
  - (e) if the reconnection requires excavation, in which case a **distributor** must reconnect a **customer's supply address** within ~~10~~7 **business days** of receipt of the request to reconnect.
- (4) If any of the circumstances described in subclauses (3)(b) to (e) apply, a **distributor** must notify a **retailer** of the relevant circumstance that applies within 2 **business days** of receipt of the reconnection request made under subclause (1).
- (5) Notwithstanding subclause (1), if a **distributor** becomes aware that there has been unauthorised utilisation of gas at a **customer's supply address**, the **distributor** –
- (a) must notify a **retailer** of the unauthorised utilisation as soon as practicable; and
  - (b) is not obliged to reconnect the **customer's supply address** until the issue is resolved.

## Part 9 – Not used

[NOTE: Part 9 is 'not used' to ensure conformity of numbering with the *Code of Conduct for the Supply of Electricity to Small Use Customers*.]

# Part 10 – Information & communication

## Division 1 – Obligations particular to retailers

### 10.1 Tariff information

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

### 10.2 Historical billing data

- (1) A **retailer** must give a **customer** on request the **customer's** billing data.
- (2) If a **customer** requests billing data under subclause (1) –
  - (a) for a period less than the previous 2 years and no more than once a year; or
  - (b) in relation to a dispute with a **retailer**,the **retailer** must give the billing data at no charge.
- (3) A **retailer** must give a **customer** the billing data requested under subclause (1) within 10 **business days** of the date of receipt of –
  - (a) the request; or
  - (b) payment for the **retailer's** reasonable charge for providing the billing data (if requested by the **retailer**).
- (4) A **retailer** must keep a **customer's** billing data for 7 years.

### 10.3 Concessions

A **retailer** must give a **residential customer** on request at no charge –

- (a) information on the types of **concessions** available to the **residential customer**, and
- (b) the name and contact details of the organisation responsible for administering those **concessions** (if the **retailer** is not responsible).

### 10.4 Energy efficiency advice

A **retailer** must give, or make available to, a **customer** on request, at no charge, general information on –

- (a) cost effective and efficient ways to utilise gas (including referring the **customer** to a relevant information source); and

- (b) the typical running costs of major domestic appliances.

## 10.5 Distribution matters

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

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

### ~~10.5A Gas customer safety awareness programme~~

- ~~(1) A **retailer** must, within 3 months of being subject to this **Compendium**, lodge with the **Authority** a **gas customer safety awareness programme** in accordance with subclause (3).~~
- ~~(2) A **retailer** must consult with the **Authority** when preparing the **gas customer safety awareness programme**.~~
- ~~(3) A **gas customer safety awareness programme** is to communicate information to **customers** regarding safety in the use of gas and must address, at a minimum, provision of the following information to **customers**:~~
  - ~~(a) information on the properties of gas relevant to its use by **customers**;~~
  - ~~(b) a notice of the requirement for proper installation and use of approved appliances and equipment;~~
  - ~~(c) a notice of the requirement to use only qualified trade persons for gas connection and appliance and equipment installation;~~
  - ~~(d) the proper procedure for the reporting of gas leaks or appliance or equipment defects; and~~
  - ~~(e) safety procedures to be followed and the appropriate **telephone** number to call in case of **emergency**.~~

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## Division 2 – Obligations particular to distributors

### 10.6 General information

A **distributor** must –

- (a) give a **customer** on request, at no charge; or
- (b) direct the **customer** to a person or class of persons who can provide, the following information –
  - (c) information on the **distributor's** requirements in relation to the **customer's** proposed new gas installation, or changes to the **customer's** existing gas installation, including advice about supply extensions;
  - (d) an explanation for any unplanned **interruption** of supply to the **customer's supply address**;
  - (e) advice on facilities required to protect the **distributor's** equipment;

- (f) advice on how to obtain information on protecting the **customer's** equipment;
- (g) advice on the **customer's** gas usage so that it does not interfere with the operation of a distribution system;
- (h) general information on quality of supply; and
- (i) general information on reliability of supply.

**10.7 NOT USED**

**10.8 NOT USED**

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

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

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

**10.10 Gas Marketing Code and Compendium**

- (1) A **retailer** must –
  - (a) advise a **customer** on request how the **customer** can obtain a copy of the **Gas Marketing Code** and the **Compendium**; and
  - (b) make electronic copies of the **Gas Marketing Code** and the **Compendium** available, at no charge, on the **retailer's** website.
  - (c) Not used.
- (2) A **distributor** must –
  - (a) advise a **customer** on request how the **customer** can obtain a copy of the **Compendium**; and
  - (b) make electronic copies of the **Compendium** available, at no charge, on the **distributor's** website.
  - (c) Not used.

**10.11 Special Information Needs**

- (1) A **retailer** and a **distributor** must make available to a **residential customer** on request, at no charge, services that assist the **residential customer** in interpreting information provided by the **retailer** or **distributor** to the **residential customer** (including independent multi-lingual and **TTY** services, and large print copies).
- (2) A **retailer** and, if appropriate, a **distributor** must include in relation to **residential customers** –
  - (a) the **telephone** number for its **TTY** services;

- (b) the **telephone** number for independent multi-lingual services; and
- (c) the **telephone** number for interpreter services together with the **National Interpreter Symbol** and the words “Interpreter Services”,  
on the –
- (d) bill and bill related information (including, for example, the notice referred to in clause 4.2(3) and statements relating to an **instalment plan**);
- (e) **reminder notice**; and
- (f) **disconnection warning**.

#### 10.12 NOT USED

## Part 11 – Not used

[NOTE: Part 11 is 'not used' to ensure conformity of numbering with the *Code of Conduct for the Supply of Electricity to Small Use Customers*.]

## Part 12 – Complaints & dispute resolution

### 12.1 Obligation to establish complaints handling process

- (1) A **retailer** and **distributor** must develop, maintain and implement an internal process for handling **complaints** and resolving disputes.
- (2) The **complaints** handling process under subclause (1) must –
  - (a) comply with **Australian Standard** AS/NZS 10002:2014;
  - (b) address at least –
    - (i) how **complaints** must be lodged by **customers**;
    - (ii) how **complaints** will be handled by a **retailer** or **distributor** including –
      - A. a right of a **customer** to have its **complaint** considered by a senior employee within each organisation of the **retailer** or **distributor** if the **customer** is not satisfied with the manner in which the **complaint** is being handled;
      - B. the information that will be provided to a **customer**;
    - (iii) response times for **complaints**; and
    - (iv) method of response; and
  - (c) detail how a **retailer** will handle **complaints** about the **retailer**, **gas marketing agents** or **marketing**; and
  - (d) be available at no cost to **customers**.
- (3) For the purposes of subclause (2)(b)(ii)(B), a **retailer** or **distributor** must at least –
  - (a) when responding to a **complaint**, advise the **customer** that the **customer** has the right to have the **complaint** considered by a senior employee within the **retailer** or **distributor** (in accordance with its **complaints** handling process); and
  - (b) when a **complaint** has not been **resolved** internally in a manner acceptable to a **customer**, advise the **customer** –
    - (i) of the reasons for the outcome (on request, the **retailer** or **distributor** must supply such reasons in writing); and
    - (ii) that the **customer** has the right to raise the **complaint** with the **gas ombudsman** or another relevant external dispute resolution body and provide the Freecall **telephone** number of the **gas ombudsman**.
- (4) For the purpose of subclause (2)(b)(iii), a **retailer** or **distributor** must, on receipt of a written **complaint** by a **customer** –
  - (a) acknowledge the **complaint** within 10 **business days**; and
  - (b) respond to the **complaint** by addressing the matters in the **complaint** within 20 **business days**.

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

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

## **12.3 Information provision**

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

## **12.4 Obligation to refer complaint**

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

## Part 13 – Reporting

### 13.1 Preparation of an annual report

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

### 13.2 Provision of annual report to the Authority

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

### 13.3 Publication of reports

- (1) A report referred to in clause 13.1 must be published by the date specified by the **Authority**.
- (2) A report is published for the purposes of subclause (1) if –
  - (a) copies of it are available to the public, without cost, at places where the **retailer** or **distributor** transacts business with the public; and
  - (b) a copy of it is posted on an internet website maintained by the **retailer** or **distributor**.

## Part 14 – Not used

[NOTE: Part 14 is 'not used' to ensure conformity of numbering with the *Code of Conduct for the Supply of Electricity to Small Use Customers*.]

## Appendix 2: Table of proposed changes to the Compendium

### Abbreviations used:

- **Electricity Code** - Code of Conduct for the Supply of Electricity to Small Use Customers
- **Compendium** - Compendium of Gas Customer Licence Obligations

**Key:** Shaded cells reflect changes made to align with the Electricity Code.

Clause	Amendment	Rationale
1.1	Amend “2017” to “2020”.	To reflect the commencement date of the gas compendium.
1.3	Definition of “ <b>adjustment</b> ”, change: <ul style="list-style-type: none"> <li>• “clause” to “clauses”; and</li> <li>• the reference from 4.3(2)(a)-(b) to 4.3(2)(a)-(c).</li> </ul>	For consistency with amendments made as part of the 2017 review of the Electricity Code.
1.3	Definition of “ <b>adjustment</b> ”, change the reference from 4.6(1)(a) to 4.6(a).	Consequential amendment following the renumbering of clause 4.6.
1.3	Delete the definition of “ <b>gas customer safety awareness programme</b> ”.	As a result of the deletion of clause 10.5A, which was the only clause that used this defined term.
1.3	Bold and italicise the word “Authority” in the definition of “ <b>Gas Marketing Code</b> ”	“Authority” is a defined term.
1.3	Insert definition for “ <b>maximum credit amount</b> ”.	Term is used in new subclauses 5.4(4) to (7).
1.3	Definition of “ <b>overcharging</b> ”, change the reference from 4.6(1)(a) to 4.6(a).	Consequential amendment following the renumbering of clause 4.6.
1.3	Delete the definition of “ <b>retail market rules</b> ” and insert a definition for “ <b>retail market procedures</b> ” as follows: “means the <i>Retail Market Procedures (WA)</i> published by the Australian Energy Market Operator as amended from time to time forming part of the approved retail market scheme under the Act.”	Following the transfer of responsibility for operation of the Western Australian gas retail market scheme from the Retail Energy Market Company to the Australian Energy Market Operator.
1.3	Definition of “ <b>undercharging</b> ”, change the reference from 4.6(1)(a) to 4.6(a).	Consequential amendment following the renumbering of clause 4.6.
Part 2 title	Replace “Marketing” title with the words “not used”.	For clarity.
Part 2 note	Refer to the gas marketing code using its full title ( <i>Gas Marketing Code of Conduct</i> ).	For clarity.

Clause	Amendment	Rationale
4.1(a)	Delete the words “the <b>retailer</b> has” from the end of subclause 4.1(a) and insert it at the beginning of subclauses 4.1(a)(i) and (ii).	To allow the amendment of subclause 4.1(a)(iii) and the insertion of new subclause 4.1(a)(iv).
4.1(a)(iii)	Amend the wording of clause 4.1(a)(iii).	To create an exemption to the maximum billing frequency where the bill is a final bill, irrespective of how the retailer became aware that a final bill was required (i.e. it is not restricted to occasions where the customer requests a final bill).
4.1(a)(iv)	Insert new sub-clause 4.1(a)(iv).	For consistency with amendments made as part of the 2017 review of the Electricity Code. The wording is slightly different to the Electricity Code due to the removal of the words “the retailer has” from the end of subclause 4.1(a) and insert it at the beginning of subclauses 4.1(a)(i) and (ii) in the Compendium.
4.3(2)(f)	Insert new subclause 4.3(2)(f)	For consistency with amendments made as part of the 2017 review of the Electricity Code.
4.5(4)	Insert new clause 4.5(4)	To allow a retailer to send a bill to a deemed customer without having to put the customer’s name on the bill. The retailer is required to satisfy certain criteria before sending a bill to a deemed customer.
4.6	Delete the (1) from the numbering of clause 4.6	For consistency with amendments made as part of the 2017 review of the Electricity Code.
4.6(a)	Insert a reference to clause 4.3.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
4.7(2) and (3)	Insert new subclause 4.7(3) and make subclause 4.7(2) subject to subclause 4.7(3).	Due to the existence of procedure 149 from AEMO’s Retail Market Procedures (WA) (Division 4.2.5 – Basic meters – annual meter reading requirement) clause 4.7(2) of the compendium is not required for those retailers that are required to comply with the retail market procedures.
4.7(2)	Change the reference from 4.6(1)(a) to 4.6(a).	Consequential amendment following the renumbering of clause 4.6.
4.19(1)(b)	Bold and italicise the word “customer”.	“customer” is a defined term.
5.4	Insert new subclauses 5.4(4) to (7) and make subclause 5.4(1) subject to 5.4(6).	To allow retailers to set a limit on the maximum amount (but not less than \$100) they are required to accept for payment in advance, and to return funds in excess of the maximum credit amount.
5.6(1)(a)	Delete subclause and mark as “not used”.	As there are no ongoing concessions that are available to gas customers, this clause is redundant.
5.6(1)(c)	Amend clause 5.6(1)(c), including the creation of subclauses (i) – (iii).	For consistency with amendments made as part of the 2017 review of the Electricity Code.
5.8(3) and 5.9	Consolidate clause 5.9 into clause 5.8 by deleting clause 5.9 and moving its contents into new clause 5.8(3).	For consistency with amendments made as part of the 2017 review of the Electricity Code. Clause 5.9 marked as “not used” so that the numbering of clause 5.10 would not be affected.

<b>Clause</b>	<b>Amendment</b>	<b>Rationale</b>
6.3(1)(a)	Amend reference from 6.4(1)(a) to 6.4(1).	For consistency with amendments made as part of the 2017 review of the Electricity Code.
6.3(1)(b)	Amend reference from 6.4(1)(b) to 6.4(1).	For consistency with amendments made as part of the 2017 review of the Electricity Code.
6.4(1)	Amend clause 6.4(1) to require retailers to offer customers experiencing payment difficulties an interest-free and fee-free instalment plan (rather than the customer having to request this assistance). Clarify that “fee” in “fee-free” means fees directly related to this instalment plan.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
6.4(3)	Move the words “that specifies” from the beginning of clause 6.4(3)(a)(i) to the end of 6.4(3)(a) to improve the clarity of the clauses.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
6.7	Delete “previously elected” from clause 6.7, as it is not required.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
6.7	Amend reference from 6.4(1)(b) to 6.4(1).	For consistency with amendments made as part of the 2017 review of the Electricity Code.
6.10(2)(g)	Bold and italicise the word “concessions”.	“concession” is a defined term.
6.10(2)	Insert new subclause 6.10(2)(k) to require a retailer to include a statement in its Financial Hardship Policy specifying how the retailer will treat information disclosed by the customer to the retailer and information held by the retailer in relation to the customer.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
6.10(6)	Bold and italicise the word “Authority”.	“Authority” is a defined term.
6.10(6) and (8)	Amend clauses 6.10(6) and 6.10(8) to require retailers to consult with relevant consumer representative organisations when they review their Financial Hardship Policy and Procedures, or when they materially amend their policy.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
Part 7 title	Add the words “& interruption” to the title so it reads “Disconnection & interruption”.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
Part 7, Division 1 title	Add the words “or interruption” to the title so it reads “Conduct in relation to disconnection or interruption”.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
7.2(1)(d)	Add the words “administered by the retailer”.	To restrict the application of the clause to those concessions that are administered by the retailer.

Clause	Amendment	Rationale
Part 7, Subdivision 3 title	Add the words “or interruption” to the title so it reads “Disconnection or interruption for emergencies”.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
7.5	Add the words “or interrupts”.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
7.6(3)	Amend clause 7.6(3) to refer to “disconnection or interruption”.	For consistency with amendments made as part of the 2017 review of the Electricity Code.
7.6(3)(a)	Amend clause 7.6(3)(a) to refer to “the disconnection”.	
7.6(3)(b)	Amend clause 7.6(3)(b) to refer to “the disconnection or interruption”.	
7.6(3)(b)	Un-bold and un-italicise the word “reasons”.	“reasons” is not a defined term.
7.6(3)(c)	Amend clause 7.6(3)(c) to refer to “the interruption”.	Consequential amendment due to the addition of the words “or interruption” to clause 7.6(3).
7.6(3)(d)	Amend clause 7.6(3)(d) to refer to “the disconnection or interruption”.	
8.1(3)	Insert new subclause 8.1(3)	For consistency with amendments made as part of the 2017 review of the Electricity Code.
8.2(1)	Replace defined term “ <b>retail market rules</b> ” with “ <b>retail market procedures</b> ”.	The definition for “retail market rules” has been replaced with a new defined term for “retail market procedures”.
8.2(3)(e)	Change “10 business days” to “7 business days”.	To align the timeframe with the expiry of move-in transfer requests under the retail market procedures.
10.1	Amend clause 10.1 to: <ul style="list-style-type: none"> <li>require a retailer to notify a customer of a change to its fees and charges); and</li> <li>make it consistent with Part 2 of the Code, by requiring retailers to “make available” to its customers information on its tariffs, fees and charges.</li> </ul>	For consistency with amendments made as part of the 2017 review of the Electricity Code.
10.5A	Delete clause 10.5A (gas customer safety awareness programme).	Deleted to avoid regulatory overlap. Under new standard <i>AS/NZS 4645.1:2018, Gas distribution networks Part 1: Network management</i> , distributors are responsible for ensuring consumers receive appropriate safety awareness material (the distributor may work with other parties in the supply chain so that customers receive the information).
13.1	Bold and italicise the word “Authority”.	“Authority” is a defined term.