

# Final Decision

Amendments to the Compendium of Gas Customer  
Licence Obligations

4 November 2019

Economic Regulation Authority

WESTERN AUSTRALIA

D208321

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## Final decision

1. The Economic Regulation Authority has decided to amend the *Compendium of Gas Customer Licence Obligations*.
2. The amended Compendium will come into operation on 1 January 2020.
3. All gas licensees will be advised of the decision to replace Schedule 2 of their licences with the amended Compendium.<sup>1</sup>
4. A copy of the amended Compendium, as at 1 January 2020, is attached to this final decision. A marked-up copy is in Appendix 1 and a clean copy is in Appendix 2.

## Background

5. The Compendium regulates the conduct of licensed 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.
6. 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 one terajoule of gas per year. These customers are called “small use customers”.
7. 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.
8. The current version of the Compendium came into operation on 1 January 2017.
9. The Compendium is reviewed about every two years, following the review of the Electricity Code. The ERA amended the Electricity Code in July 2018.
10. On 26 August 2019, the ERA published a notice and draft decision on the proposed amendments to the Compendium and invited public submissions on the draft decision. The consultation period closed on 13 September 2019 and the ERA received public submissions from Alinta Energy, Synergy, Wesfarmers Kleenheat Gas, AGL and ATCO Gas Australia. These public submissions are available on the [ERA website](#).
11. In making its final decision, the ERA has considered the public submissions received.
12. The amendments to the Compendium are, to the extent possible, consistent with the amendments that were made to the Electricity Code in 2018. There are also other amendments to the Compendium to address matters raised by licensees during this review and to make the Compendium consistent with amendments recently made to the *Gas Marketing Code of Conduct* (Gas Marketing Code).

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<sup>1</sup> Under the conditions of gas licenses, licensees are given 15 business days to comment on a proposal to amend their licence.

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13. In making its final decision, the ERA has also considered the public interest matters set out in section 26 of the *Economic Regulation Authority Act 2003*:
- a. The need to promote regulatory outcomes that are in the public interest.
  - b. The long-term interests of consumers in relation to the price, quality and reliability of goods and services provided in relevant markets.
  - c. The need to encourage investment in relevant markets.
  - d. The legitimate business interests of investors and service providers in relevant markets.
  - e. The need to promote competitive and fair market conduct.
  - f. The need to prevent abuse of monopoly or market power.
  - g. The need to promote transparent decision-making processes that involve public consultation.

## Amendments to the Compendium

14. All amendments to the Compendium are shown in a marked-up version in Appendix 1 and a clean version in Appendix 2.
15. Amendments 1 – 12 are amendments that were proposed in the draft decision and carried forward to the final decision to be made to the Compendium.

### **Amendment 1 - Amendments from the electricity code review**

16. To achieve consistency between the electricity and gas regulatory frameworks, the amendments made to the Electricity Code during its 2018 review will be replicated in the Compendium.<sup>2</sup> A list of these amendments is in Appendix 3.
17. In its submission, Alinta Energy raised concerns with amendments made to the Electricity Code that will be replicated in the Compendium relating to bill smoothing and alternative payment arrangements.

#### **Bill Smoothing**

18. Subclause 4.3(2)(f) of the Compendium will be amended to require that if there is a bill smoothing arrangement between the retailer and customer for a defined period or the arrangement has a specified end date, the retailer must, no less than one month before the end date, notify the customer in writing that the arrangement is coming to an end and of the options available to the customer once it has ended.
19. Alinta Energy advised that this new obligation may require modifications to retailers' billing systems and other internal processes and enough time should be allowed to make the required changes.
20. The modifications to retailers' billings systems and other internal processes to comply with the Compendium are not onerous, and retailers should have enough time to make these modifications before the amended Compendium commences on 1 January 2020.

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<sup>2</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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21. In addition, given the amended Electricity Code has been in force for over a year, gas retailers have had ample time to anticipate the Compendium being amended in line with the Electricity Code. Gas retailers should be aware of changes made to the Electricity Code, as the ERA usually seeks to keep the same consumer protections across the electricity and gas industries.

### **Alternative payment arrangements**

22. Clause 6.4(1) of the Compendium will be amended to require retailers to offer customers experiencing payment difficulties an interest-free and fee-free instalment plan, regardless of whether the customer has requested this assistance.
23. Alinta Energy advised that this amendment may require retailers to modify their hardship policy, hardship procedures and other internal processes, and retailers will need enough time to make the required changes.
24. There should be enough time for retailers to modify their internal processes to comply with this Compendium amendment by the commencement date of 1 January 2020. The ERA expects retailers to update their hardship policy and procedures by 31 March 2020 to comply with the amended Compendium.

#### **Amendment 1**

Amend the Compendium to align it with amendments made to the Electricity Code during its 2018 review.

### **Amendment 2 - Exceptions for issuing a bill more than once a month**

25. Clause 4.1(a) 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)).
26. 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), as the incoming retailer will have submitted a request to AEMO to transfer the customer. The customer does not normally contact their existing retailer to advise them they are switching and to request a final bill.
27. 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.
28. Clause 4.1(a) of the Compendium will be amended 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.

## Amendment 2

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.

### 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

## Amendment 3 - Sending bills to deemed customers

29. 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”.
30. 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.
31. When a customer is on a deemed contract, it is likely that the retailer will not know the name of the customer. 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.
32. To overcome this limitation, a new clause 4.5(4) will be inserted into the Compendium to provide an exception to subclause 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.

### Amendment 3

Insert new clause 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>3</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 or how the customer can obtain the information.

#### 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.

### Amendment 4 – Metering data

33. 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

<sup>3</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 to include an account number on the bill.

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least once every 12 months it obtains metering data in accordance with subclause 4.6(1)(a) of the Compendium.

34. 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, as the network operator owns the meters on its network and is responsible for reading them and sending the meter data to the retailer. 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.
35. Clause 149(1) of the *Retail Market Procedures (WA)* 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>4</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>5</sup>
36. 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 has decided to insert new clause 4.7(3) to exempt retailers that are required to comply with the *Retail Market Procedures (WA)* from having to comply with clause 4.7(2).

#### **Amendment 4**

Insert new clause 4.7(3) to the Compendium to exempt retailers that are required to comply with the *Retail Market Procedures (WA)* from having to comply with clause 4.7(2) of the Compendium.

#### **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>6</sup>

### **Amendment 5 - Payment in advance**

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

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<sup>4</sup> The [Procedures](#) are available on the Australian Energy Market Operator's website.

<sup>5</sup> 11ZOE of the *Energy Coordination Act 1994*.

<sup>6</sup> Refer to Amendment 10, which proposes to replace references to the "retail market rules" with "retail market procedures".



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retailer as a depository whereby they request to “draw down” on their account when funds are required elsewhere, and then “top up” later.

39. The ERA has decided to amend clause 5.4 of 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, and to refund a customer if their account is in credit by more than the maximum amount.

### **Amendment 5**

Amend clause 5.4 of 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, and to refund a customer if their account is in credit by more than the maximum amount.

#### **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:

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

### **Amendment 6 - Prohibition on disconnecting a customer who has applied for a concession**

40. 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) grant, the former of which is not administered by a gas retailer.
41. The only concession available to customers that is administered by the gas retailer is the HUGS grant. HUGS applications from customers (whether they hold a concession card or not) are forwarded from the retailer to the HUGS Service Centre for assessment. The application is first made through the customer’s retailer. The Service Centre provides the grant to a retailer, and the retailer then applies the grant to the customer’s account. The

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ERA considers the role of the gas retailer in the HUGS grant process to be captured by the term “administration”, and by extension “administered”.

42. The EAP is not administered by the gas retailer. 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.
43. It is not reasonable for a gas retailer to incur a non-compliance when it disconnects a customer who had applied for the EAP, as it would not be aware of the customer’s application. Therefore, subclause 7.2(1)(d) will be amended to restrict its application to concessions that are administered by the retailer only.

#### **Amendment 6**

Amend subclause 7.2(1)(d) of the Compendium to restrict its application to concessions that are administered by the retailer only.

#### **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;

#### **Amendment 7 - Deletion of subclause 5.6(1)(a) from the Compendium**

44. 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.
45. The words “receives a concession” in subclause 5.6(1)(a) are in the present tense, which means the subclause only applies to concessions that are ongoing. As a HUGS grant is a one-off annual payment, it is not captured by subclause 5.6(1)(a). There are no ongoing concessions administered by gas retailers.
46. For these reasons, subclause 5.6(1)(a) will be deleted from the Compendium.
47. 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) of the Compendium prevents the retailer from charging a late payment fee if the residential customer is assessed by the retailer under clause 6.1(1) of the Compendium as being in financial hardship.

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## Amendment 7

Delete subclause 5.6(1)(a) from the Compendium.

### 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](#)

## Amendment 8 - Gas customer safety awareness programmes

48. 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.
49. Clause 10.5A sets out five broad categories of gas safety information that must be in a gas CSAP: 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.
50. The information requirements of gas CSAPs mostly cover matters that are relevant to the distributor, not the gas retailer. The ERA does not consider it suitable for retailers to be required to have a gas CSAP.
51. 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.
52. Under the new Australian Standard *AS/NZS 4645.1:2018 Gas distribution networks Part 1: Network management* (AS 4645), a gas distributor is required to have a safety and operating plan.<sup>7</sup> The plan must include information on consumer education and public safety awareness programs.<sup>8</sup> The new standard places the responsibility on the distributor for ensuring consumers receive safety awareness material.
53. In its final decision on the proposed amendments to the *Gas Marketing Code of Conduct 2017* published on 13 September 2019,<sup>9</sup> the ERA decided to delete subclauses 2.2(2)(i) and 2.3(2)(l) from the Gas Marketing 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. The Compendium will be amended to be consistent with the Gas Marketing Code.
54. For the above reasons, the Compendium no longer needs to require a retailer to have a gas CSAP.

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<sup>7</sup> Clause 27 of the *Gas Standards (Gas Supply and System Safety) Regulations 2000* requires distributors to submit a safety case for their distribution system to Building and Energy (a division of the Department of Mines, Industry Regulation and Safety), which includes a safety and operating plan.

<sup>8</sup> Appendix E of the new standard provides information on what should be included in consumer and safety and public awareness programs.

<sup>9</sup> Economic Regulation Authority, 2019, [Amendments to the Gas Marketing Code of Conduct 2017 Final Decision](#)

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55. In its submission, ATCO advised that it does not oppose the removal of the obligation on retailers to have a gas CSAP, but there should still be an obligation on retailers to support distributors to provide consumers with essential gas safety information.
  56. The distributor's safety and operating plan must include description of the responsibilities for participants in the gas supply chain with respect to consumer education and public awareness programs. The new Australian Standard requires the distributor to develop customer safety awareness information in conjunction with the retailers and to ensure that information is provided to customers by the retailers. The ERA considers this to be sufficient and it is not necessary to impose an additional obligation in the Compendium on retailers to support distributors to provide consumers with essential gas safety information.
  57. Not every aspect of a distributor's relationship with a retailer needs to be enshrined in regulation. The ERA is not aware of any issues regarding cooperation from retailers to ensure safety information is given to customers. The ERA will consider introducing an obligation on retailers if an issue emerges following these amendments to the Compendium.
  58. Clause 10.5A and the related definition of "gas customer safety awareness programme" will be removed from the Compendium.

#### **Amendment 8**

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

### ***Amendment 9 - Replacement of references to the "retail market rules" with "retail market procedures"***

59. 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 will be replaced with "retail market procedures".

#### **Amendment 9**

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

### ***Amendment 10 - Replacement of the definition of "retail market rules" with the definition of "retail market procedures"***

60. With the transition from the Retail Energy Market Company to the AEMO, the definition of "retail market rules" in clause 1.3 of the Compendium will be replaced with the definition of "retail market procedures", which is: "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".

### **Amendment 10**

Replace the definition of “retail market rules” in clause 1.3 of the Compendium with the definition of “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**”.

## **Amendment 11 and 12 - Minor administrative amendments**

61. The words “concessions” in subclause 6.10(2)(g), “customer” in subclause 4.19(1)(b) and “Authority” in the definition of “Gas Marketing Code” in clause 1.3, clause 6.10(6) and clause 13.1 are not in bold or italics. As these are defined terms, these words will be bolded and italicised.

### **Amendment 11**

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

- “concessions” in clause 6.10(2)(g) of the Compendium
- “customer” in clause 4.19(1)(b) of the Compendium
- “Authority” in the definition of “Gas Marketing Code” in clause 1.3, clause 6.10(6) and clause 13.1 of the Compendium

62. The word “reasons” in clause 7.6(3)(b) of the Compendium is in bold and italics. As it is not a defined term, the bold and italics will be removed.

### **Amendment 12**

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

## **Additional amendments to the Compendium**

63. As well as proceeding with most of the amendments that were proposed in the draft decision, the ERA is making some additional amendments in the final decision. These amendments are a result of matters raised in the public submissions on the draft decision and amendments recently made to the Gas Marketing Code.

## **Amendment 13 - Minor administrative amendments**

64. The word “disconnection” in clause 7.1(1)(b) of the Compendium is in bold and italics. As it is not a defined term, the bold and italics will be removed.

### **Amendment 13**

Un-bold and un-italicise the word “disconnection” in clause 7.1(1)(b) of the Compendium.

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## Amendment 14 – Definition of the Gas Marketing Code of Conduct

65. “Gas Marketing Code” is defined in clause 1.3 of the Compendium as “means the *Gas Marketing Code of Conduct 2015*, as amended or repealed and replaced by the Authority under Part C of the Act.” As the *Gas Marketing Code of Conduct 2017* is the current version and replaced the *Gas Marketing Code of Conduct 2015*, the definition of the “Gas Marketing Code” will be amended to refer to the *Gas Marketing Code of Conduct 2017*.

### Amendment 14

Amend the definition of “Gas Marketing Code” in clause 1.3 of the Compendium to refer to the current version.

#### 1.3 Definitions for Schedule 2

“**Gas Marketing Code**” means the *Gas Marketing Code of Conduct* ~~2015~~ 2017, as amended or repealed and replaced by the Authority under Part C of the Act.

## Amendment 15 - Summary of payment methods on a bill

66. In its submission, Alinta Energy proposed that subclause 4.5(1)(p) of the Compendium should be amended to clarify whether “a summary of the payment methods” to be included on a customer’s bill includes all payment methods made available by the retailer or only those applicable to the individual customer. Alinta Energy submits that subclause 4.5(1)(p) should be amended to include the word “applicable”.
67. The ERA agrees with Alinta Energy’s proposal. A summary of the payment methods on a customer’s bill only needs to include the payment methods that are applicable to the customer. It would be clearer to include the word “applicable” in subclause 4.5(1)(p).
68. The ERA has decided to insert the word “applicable” to subclause 4.5(1)(p) of the Compendium.

### Amendment 15

Insert the word “applicable” to subclause 4.5(1)(p) of the Compendium.

#### 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 –
- (p) a summary of the applicable payment methods;

## Amendment 16 - Interpreter services

69. In its final decision on the proposed amendments to the *Gas Marketing Code of Conduct 2017* published on 13 September 2019, the ERA decided to amend subclauses 2.2(2)(g) and 2.3(2)(j) of the Gas Marketing Code.<sup>10</sup> These subclauses in the Gas Marketing Code require retailers to give residential customers information on how to access interpreter services before or at the time of giving the customer their first bill.

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

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70. Amendments to subclauses 2.2(2)(g) and 2.3(2)(j) of the Gas Marketing Code removed the requirement to include the text “interpreter services” next to the National Interpreter Symbol.
71. These amendments were made because these words are too specific and retailers should have flexibility with wording when informing their customers about the availability of interpreter services. The *National Energy Retail Rules* do not specify the text to be included next to the interpreter symbol.
72. The words “and the words ‘Interpreter Services’” will be deleted from subclause 4.5(1)(z), 6.10(2)(h)(i) and 10.11(2)(c) to ensure consistency with the Gas Marketing Code.

### Amendment 16

Delete the words “and the words ‘Interpreter Services’” from subclause 4.5(1)(z), 6.10(2)(h)(i) and 10.11(2)(c) of the Compendium.

#### 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 –
- (z) with respect to **residential customers**, the **telephone** number for interpreter services together with the **National Interpreter Symbol** ~~and the words “Interpreter Services”~~;

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

- (2) The hardship policy must –
- (h) include –
- (i) the National Interpreter Symbol ~~with the words “Interpreter Services”~~;

#### 10.11 Special Information Needs

- (2) A **retailer** and, if appropriate, a **distributor** must include in relation to **residential customers** –
- (c) the **telephone** number for interpreter services together with the **National Interpreter Symbol** ~~and the words “Interpreter Services”~~,

## Proposed amendment in draft decision not resulting in an amendment in the final decision

### Reconnections requiring excavation

73. The *Retail Market Procedures (WA)* state that a network operator may be required to undertake a special meter reading when a transfer is for a customer “move in”.<sup>11</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

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<sup>11</sup> Clause 78 of the Procedures states that 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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be re-initiated by the incoming gas retailer, which may cause delays in reconnecting the customer.

74. 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 reconnect, if the reconnection requires excavation.
75. Some retailers have interpreted clause 8.2 of the Compendium to also capture the situation of a "move in" transfer request where the previous customer had been disconnected, as described under the Procedures.
76. In its draft decision, the ERA proposed amending the timeframe from 10 to seven business days in subclause 8.2(3)(e) of the Compendium to align the timeframe under the Procedures and the Compendium for reconnections by distributor requiring excavation.
77. On closer examination, a reconnection under clause 8.2 of the Compendium does not capture the situation of a "move in" under the Procedures. Clause 8.2 of the Compendium only captures the situation of a customer being disconnected and the same customer being reconnected with the same retailer. It does not capture a "move in" whereby a new customer moves into premises and enters into a supply contract with a different retailer to the retailer that previously supplied gas to the previous customer who had been disconnected. Therefore, there is no misalignment of timeframes between the Procedures and Compendium for reconnections requiring excavation.
78. The ERA has decided not to amend the timeframe from 10 to seven business days in subclause 8.2(3)(e) of the Compendium.



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## Appendix 1: Amendments to the Compendium (Marked up)

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## Appendix 2: Amendments to the Compendium (Clean)

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## Appendix 3: Table of 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	Amend the definition of “ <b>Gas Marketing Code</b> ” to refer to the 2017 version.	The <i>Gas Marketing Code of Conduct 2017</i> is the current version.
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 <b>Act</b> .”	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.

Clause	Amendment	Rationale
Part 2 note	Refer to the gas marketing code using its full title ( <i>Gas Marketing Code of Conduct</i> ).	For clarity.
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(1)(p)	Insert the word “applicable” before “payment methods”.	To clarify a summary of the payment methods on a customer’s bill only needs to include the payment methods that are applicable to the customer.
4.5(1)(z)	Delete “and the words ‘Interpreter Services”.	For consistency with amendments made as part of the 2019 review of the Gas Marketing Code. The amendment will allow a retailer flexibility with wording when informing customers about the availability of interpreter services.
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.

Clause	Amendment	Rationale
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.
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(2)(h)(i)	Delete “and the words ‘Interpreter Services’”.	For consistency with amendments made as part of the 2019 review of the Gas Marketing Code. The amendment will allow a retailer flexibility with wording when informing customers about the availability of interpreter services.

Clause	Amendment	Rationale
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.
7.1(1)(b)	Un-bold and un-italicise the word "disconnection".	"disconnection" is not a defined term.
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.
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".

Clause	Amendment	Rationale
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) and mark as “Not used”.	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).
10.11(2)(c)	Delete “and the words ‘Interpreter Services”.	For consistency with amendments made as part of the 2019 review of the Gas Marketing Code. The amendment will allow a retailer flexibility with wording when informing customers about the availability of interpreter services.
13.1	Bold and italicise the word “Authority”.	“Authority” is a defined term.