



Gas Trading Licence

Esperance Gas Distribution Company Pty Ltd

GTL11, Version 11, 1 January 2020

**Economic Regulation Authority**

WESTERN AUSTRALIA

***ENERGY COORDINATION ACT 1994 (WA)***

Licensee Name:	Esperance Gas Distribution Company Pty Ltd ABN 18 166 539 993
Licence Number:	GTL11
Commencement Date:	15 March 2004
Version Number:	Version 11
Version Date:	1 January 2020
Expiry Date:	13 March 2024

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Signed by the Chair of the Economic Regulation Authority

18 / 12 / 2019

# Trading Licence

## 1. Definitions and interpretation

1.1 In this *licence* unless contrary intention appears:

**Act** means the *Energy Coordination Act 1994 (WA)*.

**another supplier** means a person other than the licensee who holds a trading licence.

**applicable legislation** includes:

- (a) the *Act*; and
- (b) the *Regulations*.

**approved scheme** means a scheme approved under Part 2D of the *Act*.

**Authority** means the Economic Regulation Authority.

**business day** means a day which is not a Saturday, Sunday or a Public Holiday in Western Australia.

**commencement date** means the date the licence was first granted by the Authority being the date specified in *Schedule 1*.

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

**customer service charter** means the charter as defined in the *Energy Coordination (Customer Contracts) Regulations 2004*.

**distribution system** means:

- (a) a system of pipelines, mains, and gas service pipes, designed to operate at a pressure of less than 1.9 megapascals, for the transportation of *gas* to *customers*; or
- (b) any other part of the gas distribution system (as defined in section 90 of the *Gas Corporation Act 1994* repealed by section 93 of the *Gas Corporation (Business Disposal) Act 1999*) at the time when a distribution licence is first issued for all or any part of that system (regardless of the pressure at which it is designed to operate),

and any associated apparatus, facilities, structures, plant, or equipment.

**expiry date** means the date specified in *Schedule 1*.

**gas** means any gas or mixture of gases, whether naturally occurring or manufactured, intended for use:

- (a) as a fuel; or
- (b) in any chemical process.

**gas marketing code of conduct** means the *Gas Marketing Code of Conduct* approved by the *Authority* pursuant to section 11ZPM of the *Act* (as amended from time to time).

**gas supply contract** includes a *standard form contract* and a contract other than a *standard form contract*.

**gas trading email address** means:

- (a) in relation to the *Authority*, the addressee's authorised *Authority* email address or other such email address as notified in writing to the *licensee*; and
- (b) in relation to the licensee, the email address specified in the licence application or other such email address as notified in writing to the *Authority*.

**individual performance standards** mean any standards prescribed by the *Authority* for an individual licensee pursuant to clause 17 of the *licence*.

**licence** means:

- (a) this document (excluding the title page and the second page of this document);
- (b) the Schedules of this document; and
- (c) any individual performance standards approved by the *Authority* pursuant to clause 17.

1.2 **licence area(s)** is the area(s) stated in *Schedule 1* of this *licence*.

**licensee** means Esperance Gas Distribution Company Pty Ltd, ABN 18 166 539 993.

**maintain supply** in clause 15 means, unless the *licensee* and the *customer* agree otherwise:

- (a) subject to:
  - (i) the terms of the *gas supply contract* between the *licensee* and the *customer*, and
  - (ii) paragraph (b),

the *licensee* must supply gas to the *customer* at the premises, in sufficient quantity to meet the *customer's* gas requirements, for the duration of the *gas supply contract*,

- (b) the maximum quantity of *gas* that the *licensee* is required to supply to a *customer* under paragraph (a) is the quantity of *gas* that can be physically delivered to the *licensee* by the relevant distribution licensee using standard residential delivery facilities;
- (c) the licensee must not terminate, or purport to terminate, the *gas supply contract* other than in accordance with its terms; and

- (d) if the *gas supply contract* expires or is terminated in accordance with its terms, then:
  - (i) subject to subparagraph (ii), the licensee must offer to enter into a *standard form contract* with the *customer* in place of the expired or terminated contract; and
  - (ii) before entering into a contract in place of the expired or terminated contract, the *licensee* may require the *customer* to meet the *licensee's* reasonable minimum prudential requirements and credit standards.

**non-standard contract** has the meaning in section 11WB of the *Act*.

**notice** means a written notice, agreement, consent, direction, representation, advice, statement or other communication required or given pursuant to or in connection with, this *licence*.

**performance audit** means an audit of the effectiveness of measures taken by the *licensee* to meet the *performance criteria* in this *licence*.

**performance criteria** means:

- (a) the terms and conditions of the *licence*; and
- (b) any other relevant matter in connection with the *applicable legislation* that the *Authority* determines should form part of the *performance audit*.

**publish** in relation to a report or information means either:

- (a) posting the report or information on the *licensee's* website; or
- (b) sending the report or information to the *Authority* to be published on the *Authority's* website.

**Regulations** mean any regulations in force from time to time made pursuant to the *Act* and includes:

- (a) the *Energy Coordination (Customer Contracts) Regulations 2004*;
- (b) the *Energy Coordination (Last Resort Supply) Regulations 2005*;
- (c) the *Energy Coordination (Licensing Fees) Regulations 1999*;
- (d) the *Energy Coordination (Ombudsman Scheme) Regulations 2004*; and
- (e) the *Energy Coordination (Gas Tariffs) Regulations 2000*.

**related body corporate** has the meaning as defined in section 50 of the *Corporations Act 2001 (Cwlth)*.

**reviewable decision** means a decision by the *Authority* pursuant to:

- (a) clause 12.2, 12.3;
- (b) clause 16.2;
- (c) clause 17.2;

(d) clause 23.1; or

(e) clause 24.1,

of this *licence*.

**Schedule** means a schedule to this *licence*.

**standard form contract** means the contract referred to in clause 12(1).

**supplier of last resort** has the meaning as defined in Division 6A of the *Act*.

**version date** means the date on which the *licence* was last amended pursuant to clause 10 or clause 11.

1.3 A reference in this *licence* to any *applicable legislation* shall be deemed to include a reference to any statutory modification, amendment or re-enactment of that *applicable legislation*.

## 2. Grant of Licence

2.1 The *licensee* is granted a licence for the *licence area(s)* to sell *gas* transported through a *distribution system* to customers in accordance with the terms and conditions of this *licence*. The licensee must comply with the terms of this *licence* including those terms contained in the *Schedules*.

## 3. Term

3.1 This *licence* commences on the *commencement date* and continues until the earlier of:

(a) the cancellation of the licence pursuant to clause 7 of this *licence*;

(b) the surrender of the licence pursuant to clause 8 of this *licence*; or

(c) the *expiry date*.

## 4. Fees

4.1 The *licensee* must pay the applicable fees in accordance with the *Regulations*.

## 5. Compliance

5.1 Subject to any modifications or exemptions granted pursuant to the *Act*, the *licensee* must comply with any *applicable legislation*.

5.2 Subject to the provisions of any *applicable legislation*, the *Authority* may direct the *licensee* in writing to do any measure necessary to:

(a) correct the breach of any *applicable legislation*; or

(b) prevent the breach of any *applicable legislation* occurring again,

and specify a time limit by which such action must be taken.

**6. Transfer of Licence**

6.1 This *licence* may be transferred only in accordance with the *Act*.

**7. Cancellation of Licence**

7.1 This *licence* may be cancelled only in accordance with the *Act*.

**8. Surrender of Licence**

8.1 The *licensee* may surrender the *licence* at any time by written *notice* to the *Authority*.

8.2 The surrender of the *licence* will take effect on the day that the *Authority* publishes a *notice* of the surrender in the Western Australian Government Gazette.

8.3 The *licensee* will not be entitled to a refund of any fees by the *Authority*.

**9. Renewal of Licence**

9.1 This *licence* may be renewed only in accordance with the *Act*.

**10. Amendment of Licence on Application of the Licensee**

10.1 The *licensee* may apply to the *Authority* to amend the licence in accordance with the *Act*.

**11. Amendment of the Licence by the Authority**

11.1 Subject to any *applicable legislation*, the *Authority* may amend the *licence* at any time in accordance with this clause.

11.2 Before amending the licence under clause 11.1, the *Authority* must:

- (a) provide the *licensee* with written *notice* of the proposed amendments under consideration by the *Authority*;
- (b) allow 15 business days for the *licensee* to make submissions on the proposed amendments; and
- (c) take into consideration those submissions.

11.3 This clause also applies to the substitution of the existing *licence*.

11.4 For avoidance of doubt, the *licensee* will not have to pay an associated application fee or *licence* fee for the purpose of clause 11.1.

**12. Customer Contracts**

- (a) Subject to the *Regulations*, the licensee must not supply *gas* to a *customer* otherwise than under:
- (b) a *standard form contract*, or
- (c) a *non-standard contract*.

12.2 The *licensee* must, if directed by the *Authority*, review the *standard form contract* and submit to the *Authority* the results of that review within the time specified by the *Authority*.

12.3 The *licensee* must comply with any direction given by the *Authority* in relation to the scope, process or methodology of the review referred to in clause 12.2.

### **13. Amending the Standard Form Contract**

13.1 The *standard form contract* may only be amended in accordance with the *Act* and the *Regulations*.

### **14. Supplier of Last Resort**

14.1 If the *licensee* is designated a *supplier of last resort* under the *Act*, the *licensee* must perform the functions of the *supplier of last resort*.

### **15. Obligation to Maintain Supply**

15.1 If the *licensee* supplies, or within the last 12 months has previously supplied but is not currently supplying, *gas to a customer* at the premises, then subject to clause 15.2, the *licensee* must *maintain supply* to that *customer* at the premises.

15.2 If at any time *another supplier* starts to supply gas to the *customer* at the premises, then, from the time that supply starts, the obligation under clause 15.1 ends until such time that the *licensee* resumes supplying gas to the *customer* at the premises.

### **16. Performance Audit**

16.1 The *licensee* must, unless otherwise notified in writing by the *Authority*, provide the *Authority* with a *performance audit* within 24 months after the *commencement date*, and every 24 months thereafter.

16.2 The *licensee* must comply, and must require the *licensee's* auditor to comply, with the *Authority's* standard audit guidelines dealing with the *performance audit*, including any minimum requirements relating to the appointment of the auditor, the scope of the audit, the conduct of the audit and the reporting of the results of the audit.

16.3 The *licensee* may seek a review of any of the requirements of the *Authority's* standard audit guidelines in accordance with clause 25.

16.4 The independent auditor may be nominated by the *licensee* but must be approved by the *Authority* prior to the audit pursuant to clause 16.1. Should the *Authority* reject the *licensee's* nomination of an independent auditor twice, or in the event that no nomination has been made by the *licensee* within 1 month of the date the audit was due, the *Authority* may choose an independent auditor who will conduct the audit.

### **17. Individual Performance Standards**

17.1 Performance standards are contained in *applicable legislation*.

17.2 The *Authority* may prescribe *individual performance standards* in relation to the *licensee* of its obligations under this licence or the *applicable legislation*.



- 17.3 Before approving any *individual performance* standards under this clause, the *Authority* will:
- (a) provide the *licensee* with a copy of the proposed *individual performance standards*;
  - (b) allow 15 business days for the *licensee* to make submissions on the proposed *individual performance standards*; and
  - (c) take into consideration those submissions.
- 17.4 Once approved by the *Authority*, the *individual performance standards* are included as additional terms and conditions to this *licence*.

## 18. Approved Scheme

- 18.1 The *licensee* must not supply gas to customers unless the *licensee* is:
- (a) a member of an *approved scheme*; and
  - (b) bound by, and compliant with, any decision or direction of the Energy Ombudsman under the *approved scheme*.

## 19. Gas Marketing Code of Conduct

- 19.1 The *licensee* must comply with the *Gas Marketing Code of Conduct*.
- 19.2 The *licensee* must ensure all agents and employees comply with the *Gas Marketing Code of Conduct*.

## 20. Notices

- 20.1 Unless otherwise specified, all *notices* must be in writing.
- 20.2 A *notice* will be regarded as having been sent and received:
- (a) when delivered in person to the addressee; or
  - (b) 3 *business days* after the date of posting if the *notice* is posted in Western Australia; or
  - (c) 5 *business days* after the date of posting if the *notice* is posted outside Western Australia; or
  - (d) if sent by facsimile when, according to the sender's transmission report, the *notice* has been successfully received by the addressee; or
  - (e) if sent by email when, according to the sender's electronic record, the *notice* has been successfully sent to the addressee's *gas trading email address*.

## 21. Accounting Records

- 21.1 The *licensee* and any *related body corporate* must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards.

## **22. Reporting**

- 22.1 The *licensee* must report to the *Authority*:
- (a) if the *licensee* is under external administration as defined by the *Corporations Act 2001* (Cwlth) within 2 *business days*; or
  - (b) if the *licensee* experiences a significant change in the *licensee's* corporate, financial or technical circumstances upon which this *licence* was granted which may affect the *licensee's* ability to meet its obligations under this *licence* within 10 *business days* of the change occurring.

## **23. Provision of Information**

- 23.1 The *licensee* must provide to the *Authority* any information that the *Authority* may require in connection with its functions under the *Act* in the time, manner and form specified by the *Authority*.

## **24. Publishing Information**

- 24.1 The *Authority* may direct the *licensee* to *publish* any information within a specified timeframe it considers relevant in connection with the *licensee* or the performance by the *licensee* of its obligations under this *licence*.
- 24.2 Subject to clause 24.3, the *licensee* must *publish* the information referred to in clause 24.1.
- 24.3 If the *licensee* considers that the information is confidential it must:
- (a) immediately notify the *Authority*; and
  - (b) seek a review of the *Authority's* decision in accordance with clause 25.

## **25. Review of the Authority's Decisions**

- 25.1 The *licensee* may seek a review of a *reviewable decision* by the *Authority* pursuant to this *licence* in accordance with the following procedure:
- (a) the *licensee* shall make a submission on the subject of the *reviewable decision* within 10 *business days* (or other period as approved by the *Authority*) of the decision; and
  - (b) the *Authority* will consider the submission and provide the *licensee* with a written response within 20 *business days*.
- 25.2 For avoidance of doubt, this clause does not apply to a decision of the *Authority* pursuant to the *Act*, nor does it restrict the *licensee's* right to have a decision of the *Authority* reviewed in accordance with the *Act*.

## Schedule 1 – Licensee Details

**1. Licensee Details**

1.1 Esperance Gas Distribution Company Pty Ltd

1.2 ABN 18 166 539 993

**2. Licence Area**

Goldfields-Esperance gas supply areas as shown in plan ERA-GAS-011(B)

**3. Commencement Date**

3.1 15 March 2004

**4. Expiry Date**

4.1 13 March 2024

## **Schedule 2 – Compendium of Gas Customer Licensing Obligations**

**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 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)-(c),

and the amount to be charged as a result of a bill being determined in accordance with clause 4.6(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 marketing agent**” has the meaning given to that term in the **Gas Marketing Code**.

“**Gas Marketing Code**” means the *Gas Marketing Code of Conduct 2017*, as amended or repealed and replaced by the **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(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"** 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**.

**"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(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 – 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 –
  - (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;
  - (iii) the bill is a final bill for the **customer's supply address**; or
  - (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
  - (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 applicable 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**;
  - (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

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 4.6(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**, and

the **retailer** must credit the account, or pay the amount of credit in accordance with the **customer's** instructions, within 12 **business days** of receiving the instructions or other such time as agreed with the **customer**.

- (3) If 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** 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) 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** has not been **resolved** by the **retailer**;
    - (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 not been determined or has been 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 Not used

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

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

### 6.4 Alternative payment arrangements

- (1) A **retailer** must offer a **residential customer** who is experiencing **payment difficulties** or **financial hardship** at least the following payment arrangements –
  - (a) 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;
  - (b) 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) 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 payment arrangement under clause 6.4(1), the **retailer** must give reasonable consideration to –

- (a) offering the **customer** an **instalment plan**, if the **customer** had previously elected a payment extension; 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** that may be available to the **retailer's customers**;
  - (h) include -
    - (i) the National Interpreter Symbol;
    - (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;
  - (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 —
- (a) the disconnection was requested by the **customer**;
  - (b) the disconnection or **interruption** was carried out for **emergency** reasons;
  - (c) the **interruption** was 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 **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 Not used

### 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**,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**.

### 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*.]

## Schedule 3 – Additional Licence Clauses

### 1. Definitions

**commence supply** means to offer, subject to clause 2.10, to enter a *standard form contract* with a *customer* who is the owner or occupier of *eligible premises* for the sale of *gas* to those premises.

**eligible premises** means premises located within the *licence area* which meet at least one of the following criteria:

- (a) connected to a *distribution system*;
- (b) to be connected to a *distribution system* prior to the requested date of commencing sale; or
- (c) so located (and, if applicable, of such a nature) that the holder of a distribution licence can be obliged under a provision of the distribution licence to connect the premises to a *distribution system* if certain conditions are satisfied.

**Minister** means the Minister for Energy or any other Responsible Minister for the Energy Portfolio in the State of Western Australia.

**relevant other supplier** means *another supplier* who is able to sell *gas* to a *customer* who is the owner or occupier of *eligible premises*.

**relevant distribution system** in clause 3 means the *distribution system* through which *gas* is transported for sale by the *licensee* under this *licence*.

### 2. Authority may direct licensee to commence supply

2.1 Subject to clauses 2.2 and 2.3, the *Authority* may direct the *licensee* to *commence supply* to a *customer* who:

- (a) is the owner or occupier of *eligible premises*; and
- (b) is specified in the direction.

2.2 The *Authority* must not make a direction under clause 2.1 in respect of a *customer* unless it is satisfied that:

- (a) the *licensee* has failed or refused to *commence supply* to the *customer*; and
- (b) the *customer's* efforts to obtain a supply of *gas* from the *licensee* were reasonably adequate.

2.3 Without limiting clause 2.2, if the *Authority* is satisfied that a *customer* has been refused supply by both the *licensee* and one or more *relevant other suppliers*, then the *Authority* must:

- (a) consider which (if any) of the *licensee* and the *relevant other supplier* or *relevant other suppliers* should be directed to *commence supply*; and

- (b) for the purposes of clause 2.3(a):
  - (i) take into account each of the matters referred to in section 11H(3) of the *Act*; and
  - (ii) endeavour to fairly apportion directions to *commence supply* between the *relevant other suppliers* and the *licensee*.
- 2.4 The *Authority* may, to assist it to determine whether to make a direction under clause 2.1, request the *licensee*, by *notice* in writing, to provide its reasons for refusing to *commence supply* to a *customer*.
- 2.5 The *licensee* must comply with a request of the *Authority* under clause 2.4 within 3 *business days* after a request by the *Authority*.
- 2.6 A direction under clause 2.1:
  - (a) must set out the *Authority's* reasons for giving the direction; and
  - (b) may be given on reasonable terms and conditions, and if so, must set out those terms and conditions.
- 2.7 Subject to clauses 2.8 and 2.10, the *licensee* must comply with a direction by the *Authority* under clause 2.1.
- 2.8 If the *licensee* is directed under clause 2.1 to *commence supply* to any *customer* at premises referred to in paragraph (c) of the definition of "*eligible premises*", then subject to clause 2.9, the *licensee* must apply to have the *eligible premises* connected to the *distribution system* and must make reasonable endeavours to meet the requirements referred to in that paragraph (c).
- 2.9 Clause 2.8 does not require the *licensee* to pay the costs of connecting premises in excess of the amount the holder of the distribution licence is required by the distribution licence to bear.
- 2.10 The *licensee* may make an offer referred to in the definition of "*commence supply*" conditional upon the *customer* meeting the *licensee's* reasonable minimum prudential requirements and credit standards.
- 3. Exchange of information between the licensee and the holder of a distribution licence**
- 3.1 Subject to clause 3.2, the *licensee* must provide reasonable information relating to its activities the subject of this *licence* as requested by the holder of a distribution licence in respect of the *relevant distribution system* to enable the holder of the distribution licence to provide for the safe and efficient operation of the *relevant distribution system*.
- 3.2 The *licensee* may refuse to provide information under clause 3.1, if its disclosure prejudices the commercial interests of the *licensee*.
- 3.3 Where the *licensee* refuses under subclause 3.2 to provide information, the *Authority* may direct the *licensee* to provide the information in a categorised or aggregated form to the extent necessary to ensure the disclosure of the information is, in the opinion of the *Authority*, not unduly harmful to the commercial interests of the *licensee*.

**4. Notification of changes to fees and charges**

- 4.1 The *licensee* must notify the *Minister* at least one month before a change to any price, price structure, fee or interest rate under the *standard form contract* is to come into effect.

## **Schedule 4 – Operating Area Map**



**Amendment Record Sheet**

Version Date	Description of Amendment
17 August 2007	Substitution of new licence
27 January 2009	Gas Marketing Standard revoked.
1 July 2009	Compendium of gas customer licence obligations
6 August 2010	Insertion of amended compendium of gas customer licence obligations and removal of customer service charter requirements
18 November 2010	Insertion of corrected compendium of gas customer licence obligations
1 January 2013	Insertion of new compendium of gas customer licence obligations (Schedule 2). New map reference ERA-GAS-011(A) following correction of licensee name
14 March 2014	Transfer and renewal of GTL11 from WorleyParsons Asset Management Pty Ltd to Esperance Gas Distribution Company Pty Ltd
1 August 2014	Amendment by substitution – Gas Licence Review 2014
1 January 2015	Insertion of amended compendium of gas customer licence obligations (Schedule 2).
1 January 2017	Insertion of amended compendium of gas customer licence obligations (Schedule 2).
1 January 2020	Insertion of amended compendium of gas customer licence obligations (Schedule 2).