



Perth Energy Pty Ltd
Electricity Retail Licence ERL010
Performance Audit

Final Report
October 2020



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Quantum Management Consulting and Assurance

ABN 83 083 848 168 Liability limited by a scheme approved under Professional Services Legislation

Level 28 AMP Tower, 140 St Georges Terrace, Perth **M.** PO Box 6882, East Perth WA 6892

T. 08 9278 2570 **F.** 08 9278 2571

E. mail@quantumassurance.com.au **W.** www.quantumassurance.com.au



Executive Summary

Perth Energy Pty Ltd (Perth Energy) has an electricity retail licence (ERL010) issued by the Economic Regulation Authority (ERA) under the provisions contained in the *Electricity Industry Act 2004*.

Perth Energy is a subsidiary of AGL, a leading integrated Australian energy business that has been operating for more than 180 years. Perth Energy was established over 19 years ago and is one of Western Australia's largest energy retailers, supplying electricity and gas to small, medium and large businesses with over 1,500 business connections. According to the ERA's Annual Data Report – Energy Retailers 2018/19, Perth Energy had 413 business electricity customers and 2 residential electricity customers as at 30 June 2019.

Perth Energy is required to comply with the terms and conditions of their licence, including applicable legislative provisions and performance reporting as set out in the Electricity Compliance Reporting Manual (8 June 2020 and previous version 3 July 2018).

The licence is for the area of Western Australian that extends from Kalbarri to Albany to Kalgoorlie in the East as shown in plan ERA-EL-107B. The 10 year licence expires on 29 June 2021.

There were two licences in force during the audit period:

- ERL010 Version 6 (1 July 2018 to 24 March 2019); and
- ERL010 Version 7 (25 March 2019 onwards - Clauses 6.1, 6.3, 6.4, 6.5, 6.6 and 6.8 inserted in the licence after being removed in error during the ERA's 2018 Electricity Licence Review
- There were no significant variations in compliance requirements between the two licences as the clauses added in Version 7 should be applicable from 1 July 2018.

Not less than once in every period of 24 months unless extended by the ERA, Perth Energy is required to engage an independent expert, acceptable to the ERA, to undertake a Performance Audit of compliance with the licence conditions.

Quantum Assurance was engaged by Perth Energy to undertake this Performance Audit which is consistent with the requirements of the *Australian Standard on Assurance Engagement ASAE3000 – Assurance Engagements Other than Audits or Reviews of Historical Financial Information* and the ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences ('Audit Guidelines').

The audit covers the period 1 July 2018 to 30 June 2020. The previous audit period was 1 July 2016 to 30 June 2018.

Conclusion

Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that Perth Energy has complied with its Electricity Retail Licence performance and quality standards and obligations during the audit period from 1 July 2018 to 30 June 2020 with one new non-compliance that may have a minor impact on customers.

Out of 254 applicable compliance obligations, the audit concluded that:

- 82 were rated A1 (adequate controls, compliant).
- 1 was rated A2 (adequate controls, non-compliant – minor impact on customers).
- 70 were rated A/NR (adequate controls, compliance not rated because no relevant activity took place during the audit period).
- 13 were rated B1 (generally adequate controls – improvement needed, compliant).
- 5 were rated B2 (inadequate controls, non-compliant – minor impact on customers, due to previous audit issues being resolved during the audit period).
- 3 were rated B/NR (generally adequate controls, compliance not rated because no relevant activity took place during the audit period).
- 1 was rated C2 (inadequate controls – significant improvement needed, non-compliant – minor impact on customers).
- 7 were rated NP/1 (controls review not performed, compliant).
- 72 were rated NP/NR (controls review not performed, compliance not rated because no relevant activity took place during the audit period).



The audit confirmed that Perth Energy has fully complied with its information reporting obligations for the period 1 July 2018 to 30 June 2020 with one minor non-compliance re the annual standing charge information being late in one year. The control environment is considered to be well-designed and effective.

There was one recommendation to ensure that an annual notification is provided to small use customers of the availability of service payments if the Code of Conduct for the Supply of Electricity to Small-Use Customers is not fully complied with in the services provided. The late payment of two quarterly standing charges has been resolved after the Gas Licence GTL012 Audit Report was issued in February 2020. A Hardship Policy and Procedure has also been developed and implemented in January 2020.

Audit Opinion

Scope

We have performed a reasonable assurance engagement over Perth Energy's compliance, in all material respects, with the performance criteria specified in its Electricity Retail Licence (ERL010) throughout the period from 1 July 2018 to 30 June 2020 ("the specified period").

The assurance engagement was undertaken in accordance with the Economic Regulation Authority's ("ERA") 2019 Audit and Review Guidelines – Electricity and Gas Licences ('Audit Guidelines').

The scope of the assurance work required was to assess Perth Energy's systems and effectiveness of processes and regulatory controls to ensure compliance with the obligations, standards, outputs and outcomes required by the Electricity Retail Licence (ERL010) Version 6 from 1 July 2018 to 24 March 2019 and Version 7 from 25 March 2019 to 30 June 2020 ("the Licence") issued under the *Energy Coordination Act 1994 (WA)*.

Basis of our Conclusion

Our review has been conducted in accordance with the Australian Standard on Assurance Engagements *ASAE 3000 Assurance Engagements Other than Audits or Reviews of Historical Financial Information* and *ASAE 3100 – Compliance Engagements*. We believe that the assurance evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

In accordance with ASAE 3000 and ASAE 3100 we have:

- Used our professional judgement to plan our procedures and assess the risks that may cause material non-compliance with each of the compliance requirements to be concluded upon.
- Considered internal controls implemented to meet the compliance requirements; however, we do not express a conclusion on their effectiveness.
- Ensured that the engagement team possess the appropriate knowledge, skills and professional competencies.

Summary of Procedures

Our procedures consisted primarily of:

- Utilising the Audit Guidelines and the June 2020 Electricity Compliance Reporting Manual as a guide for development of a risk assessment and document review to assess controls.
- Adopting a risk based approach to the audit using the risk evaluation model set out in *AS ISO 31000:2018 Risk Management: Principles and Guidelines*.
- Development of an Audit Plan for approval by the ERA and an associated work program, approved by the ERA on 22 July 2020.
- Interviews with and representations from relevant Perth Energy staff to gain an understanding of process controls.
- Review of documents and walkthrough of processes and controls to support the assessment of compliance and the effectiveness of the control environment in accordance with the licence obligations.
- Sample testing or walkthroughs based on the audit testing priority of the licence obligations in the approved Audit Plan.



How We Define Reasonable Assurance and Material Non-Compliance

Reasonable assurance is a high level of assurance, but is not a guarantee that it will always detect a material non-compliance with the compliance requirements.

Instances of non-compliance are considered material if, individually or in the aggregate, they could reasonably be expected to influence relevant decisions of the intended users taken on the basis of Perth Energy's compliance with the compliance requirements.

Inherent Limitations

Because of the inherent limitations of an assurance engagement, together with the internal control structure it is possible that fraud, error, or non-compliance with the compliance requirements may occur and not be detected. The conclusions expressed in this report have been formed on this basis.

A reasonable assurance engagement throughout the specified period does not provide assurance on whether compliance with the compliance requirements will continue in the future.

Use of this Assurance Report

This report has been prepared for the Directors of Perth Energy for the purpose of assisting them to meet the compliance requirements of the Licence issued under the *Energy Coordination Act 1994 (WA)* and may not be suitable for another purpose. We understand this report will be distributed to the ERA.

We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than Perth Energy and ERA, or for any purpose other than that for which it was prepared.

Perth Energy's Responsibility

Management are responsible for:

- The compliance activities undertaken to meet the requirements of the licence.
- Identification of risks that threaten the compliance requirements identified above being met and identifying, designing and implementing controls to enable the compliance requirements to be met and monitoring ongoing compliance.
- Ensuring that it has complied in all material respects with the requirements of the Licence.
- Establishing and maintaining an effective system of internal control over its systems designed to achieve its compliance with the Licence requirements.
- Implementing processes for assessing its compliance requirements and for reporting its level of compliance to the ERA.
- Implementing corrective actions for instances of non-compliance (if any).

Quantum Assurance's Responsibility

Our responsibility is to perform a reasonable assurance engagement in relation to Perth Energy's compliance with the compliance requirements throughout the period and to issue an assurance report that includes our conclusion.

Statement of Independence and Quality Control

We have complied with our independence and other relevant ethical requirements of the *Code of Ethics for Professional Accountants* issued by the Accounting Professional and Ethical Standards Board, and complied with the applicable requirements of *Australian Standard on Quality Control* to maintain a comprehensive system of quality control.

The ERA's Audit Guidelines require an auditor to provide a declaration of independence. To the best of our knowledge and belief, Quantum Assurance, its employees and contractors, comply with the ERA's independence requirements set out in the 2019 Audit and Review Guidelines – Electricity and Gas Licences.

Conclusion

In our opinion, based on the procedures performed as outlined in the Audit Plan approved by the Economic Regulation Authority on 22 July 2020, except for the effect of the issues set out in the Basis for Modified Conclusion section below, Perth Energy Pty Ltd has complied, in all material respects, with the conditions of its Electricity Retail Licence (ERL010) for the period 1 July 2018 to 30 June 2020.



We confirm that the ERA's 2019 Audit and Review Guidelines: Electricity and Gas Licences have been complied with in the conduct of this audit and the preparation of the report, and that the audit findings reflect our professional opinion.

Basis for Modified Conclusion

The following 7 Licence obligations were assessed as Non-Compliant – Minor Impact:

Obligation	Description
280	At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment.
Previous audit issues resolved during this audit period	
105	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014.
124	A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.
220	A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer. A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2). A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 6.10(3). A retailer must comply with the ERA's Financial Hardship Policy Guidelines.
221	
222	
226	

Quantum Management Consulting & Assurance

Geoff White

Director

Perth, WA

12 November 2020



1. Background

Perth Energy Pty Ltd (Perth Energy) has an electricity retail licence (ERL010) issued by the Economic Regulation Authority (ERA) under the provisions contained in the *Electricity Industry Act 2004*.

Perth Energy is a subsidiary of AGL, a leading integrated Australian energy business that has been operating for more than 180 years. Perth Energy was established over 19 years ago and is one of Western Australia's largest energy retailers, supplying electricity and gas to small, medium and large businesses with over 1,500 business connections. According to the ERA's Annual Data Report – Energy Retailers 2019/20, Perth Energy had 436 business electricity customers and 2 residential electricity customers at 30 June 2020.

Perth Energy is required to comply with the terms and conditions of their licence, including applicable legislative provisions and performance reporting as set out in the Electricity Compliance Reporting Manual (8 June 2020 and previous version 3 July 2018).

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There were no significant variations in compliance requirements between the two licences as the clauses added in Version 7 also applied from 1 July 2018.

Not less than once in every period of 24 months unless extended by the ERA, Perth Energy is required to engage an independent expert, acceptable to the ERA, to undertake a Performance Audit of compliance with the licence conditions.

Quantum Assurance was engaged by Perth Energy to undertake this Performance Audit which is consistent with the requirements of the *Australian Standard on Assurance Engagement ASAE3000 – Assurance Engagements Other than Audits or Reviews of Historical Financial Information* and the ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences ('Audit Guidelines').

The audit covers the period from 1 July 2018 to 30 June 2020. The previous audit period was 1 July 2016 to 30 June 2018.



2. Methodology

2.1. Audit Objective and Scope

The objective was to provide the ERA with an independent assessment of the licensee's compliance with relevant obligations under the licence.

The scope of the audit included the adequacy and effectiveness of performance against the requirements of the licence by considering the following:

Scope	Description
Control Environment	The licensee's management philosophy and operating style, organisational structure, assignment of authority and responsibilities, the use of internal audit, the use of information technology and the skills and experience of the relevant staff members.
Information Systems	The suitability of the licensee's information systems to record the information needed to comply with the licence, accuracy of data, security of data and documentation describing the information system.
Control Procedures	The presence of systems and procedures to monitor compliance with the licence or the effectiveness of the licensee's asset management system, and to detect or prevent instances of non-compliance or under-performance.
Compliance Attitude	The action taken by the licensee in response to any previous audit or review recommendations, and an assessment of the licensee's attitude towards compliance.
Outcome Compliance	The actual performance against standards prescribed in the licence throughout the audit or review period.
Integrity of Reporting	The completeness and accuracy of the compliance and performance reports provided to the ERA.
Compliance with individual licence conditions	The requirements imposed on the specific licensee by the ERA or specific issues that are advised by the ERA.

The audit has applied a level of scrutiny that corresponds to a 'reasonable assurance engagement' as per the Australian Standard ASAE3000. A reasonable assurance engagement is:

"An assurance engagement in which the assurance practitioner reduces engagement risk to an acceptably low level in the circumstances of the engagement as the basis for the assurance practitioner's conclusion. The assurance practitioner's conclusion is expressed in a form that conveys the assurance practitioner's opinion on the outcome of the measurement or evaluation of the underlying subject matter against criteria."

The audit was also designed to identify any areas where improvement was required and to recommend corrective action as necessary. The audit also reviewed the status of the previous audit recommendations (Refer Section 4).

2.2. Risk Assessment

The planning of the audit included the preparation of a preliminary risk assessment in respect of the risk of non-compliance with licence obligations. This enabled the audit to be focused upon the higher risk areas by determining the audit priority from 1 to 5 of each area (1 is the highest priority). Priority 1 and 2 audit areas required more in-depth testing than priority 4 and 5 audit areas.

Inherent Risk

The inherent risk is the risk of an event occurring if there were no controls, derived through the combination of the consequence rating (Table 1) and the likelihood rating (Table 2), and shown in Table 3:



Table 1: Consequences

Category	Description
Major	Classified on the basis that: <ul style="list-style-type: none">the consequences of non-compliance would cause major damage, loss or disruption to customers; orthe consequences of non-compliance would endanger or threaten to endanger the safety or health of a person.
Moderate	Classified on the basis that: <ul style="list-style-type: none">the consequences of non-compliance impact the efficiency and effectiveness of the licensee's operations or service provision but do not cause major damage, loss or disruption to customers; orthe regulatory obligation is not otherwise classified as Type 1 or Type NR non-compliance (for reporting purposes).
Minor	The consequences of non-compliance are relatively minor – i.e. non-compliance will have minimal impact on the licensee's operations or service provision and do not cause damage, loss or disruption to customers; or <ul style="list-style-type: none">compliance with the obligation is immeasurable; orthe non-compliance is required to be reported to the Regulator under another instrument, guideline or code; orthe non-compliance is identified by a party other than the licensee; orthe licensee only needs to use its reasonable endeavours or best endeavours to achieve compliance or where the obligation does not otherwise impose a firm obligation on the licensee.

Reference: 2020 Electricity Compliance Reporting Manual

The likelihood ratings scale from the Audit Guidelines was applied (Table 2):

Table 2: Likelihood

Category	Description
Likely	Non-compliance is expected to occur at least once or twice a year.
Probable	Non-compliance is expected to occur once every three years.
Unlikely	Non-compliance is expected to occur once every 10 years or longer.

The likelihood and consequences were considered in determining the inherent risk as shown in Table 3:

Table 3: Inherent Risk Rating

		Consequence		
Likelihood		Minor	Moderate	Major
	Likely	Medium	High	High
	Probable	Low	Medium	High
	Unlikely	Low	Medium	High



2.3. Preliminary Assessment of Controls

A preliminary assessment of existing controls was completed at the planning stage, using the ratings scale from the Audit Guidelines as shown in Table 4:

Table 4: Preliminary adequacy ratings for existing controls

Strong	Controls mitigate the identified risks to a suitable level.
Moderate	Controls only cover material risks; improvement required.
Weak	Controls are weak or non-existent and do little to mitigate the risks.

2.4. Audit Priority

The planning of the audit included the preparation of a preliminary risk assessment in respect of the risk of non-compliance with licence obligations. The audit focused upon higher risk areas, determining priority from 1 to 5 of each area (1 being the highest priority). Priority 1 and 2 audit areas required more in-depth testing than priority 4 and 5 audit areas.

Table 5: Assessment of Audit Priority

Inherent Risk	Preliminary adequacy of existing controls		
	High	Weak	Moderate
	Medium		Strong
	Low		
		Audit priority 1	Audit priority 2
		Audit priority 3	Audit priority 4
		Audit priority 5	

Based on the ERA's audit guidelines and the previous audit's risk assessment in the final report, the preliminary risk assessments are provided in Appendix A. The rating scales are as per Appendix 3 of the ERA Guidelines.

The highest priority areas (priority 1, 2 or 3) based on inherent risk and the previous audit's assessed controls/processes are:

Priority 2

- Obligations to customers on life support equipment - Type 1 reporting obligation (obligations 234, 235, 236 and 257)

Priority 3

- Amendment of standard form contract (obligation 118)
- Code of Conduct for Supply of Electricity to Small Use Customers
- Connection request to distributor (obligations 144 and 243)
- Billing based on estimated meter readings (obligations 157, 159 and 160)
- Review of a customer's bill (obligations 172 and 300)
- Informing a customer of the outcome of a bill review (obligations 174, 175, 299, 301 and 312)
- Review of Hardship Policy and procedure and timely review of compliance obligations under the Code (obligations 220, 221, 222 and 226)
- Contact with life support customers after 12 months (obligation 240)
- Providing a customer with annual notification of Perth Energy's obligation to make any service standard payments (obligation 280)
- Advice to customers of complaints handling process obligations (obligation 300)
- Publishing information by the required dates (obligation 307).

2.5. Audit Period and Timing

The audit covered the period 1 July 2018 to 30 June 2020. The previous audit period was 1 July 2016 to 30 June 2018.



The audit was completed from 29 July 2020 to 30 September 2020. Due to COVID-19 health restrictions, the audit was completed offsite by video and telephone meetings and digital transfer of information.

2.6. Audit Approach

The audit applied a risk-based audit approach consistent with the requirements of the *Australian Standard on Assurance Engagement ASAE3000 – Assurance Engagements Other than Audits or Reviews of Historical Financial Information* and the ERA 2019 Audit and Review Guidelines – Electricity and Gas Licences.

Our approach to the Performance Audit is set out below.

Audit Planning

- Contact Perth Energy to gain an understanding of the business, relevant management plans and systems that may affect the risk assessment for planning purposes.
- Prepare a risk assessment including any specific factors or changes relevant to the licensee (in tabular form against each licence condition).
- Submit a draft **Audit Plan**, including the risk assessment and proposed approach, to Perth Energy for review and approval.
- Send a **Pre-Visit Checklist** of information and documentation to Perth Energy to enable staff to prepare for the visit (and where possible, send us information prior to the visit).

Fieldwork

- Undertake a visit to Perth Energy in Perth (conducted by videoconference) and conduct various meetings with key contacts to assess the effectiveness of systems and procedures in place and to compare actual performance against the licence standards.
- Obtain copies of the latest performance reporting statistics and relevant correspondence between the licensee and the ERA for the audit period.
- The audit steps for the **Performance Audit** will include:
 - **analysis of documented procedures** to assess whether they are consistent with regulatory requirements or arrangements under the licence;
 - **review of systems and procedures** to assess whether they reflect compliance obligations and performance standards, including assessing and testing the following:
 - **control environment** – management's philosophy and operating style, organisational structure, assignment of authority and responsibilities, the use of internal audit, the use of information technology and the skills and experience of the key staff members;
 - **information system** – the appropriateness of the information systems to record the information needed to comply with the licence, accuracy of data, security of data and documentation describing the information system;
 - **control procedures** – the presence of systems and procedures to monitor compliance with the licence or the effectiveness of the asset management system and to detect and correct non-compliance or under-performance;
 - **compliance attitude** - the action taken by the licensee in response to the previous audit/review recommendations, and an assessment of management's attitude towards compliance; and
 - **outcome compliance** – the actual performance against standards prescribed in the licence throughout the audit period.
- Update the risk assessment with any new information obtained in the course of the audit testing and, in instances of significant non-compliance, assess the licensee's plan to ensure compliance and recommend any further improvements to achieve compliance.



Audit Reporting

- Prior to the conclusion of the visit, the lead auditor will discuss any observations and recommendations with Perth Energy management to confirm our understanding of the issues and to discuss the action to be taken.
- Provide a draft report to Perth Energy for review no later than two weeks before the final report is due and make any revisions necessary.
- Provide the updated draft report to Perth Energy for review and feedback prior to finalising the report.
- Issue the final report to Perth Energy for distribution to the ERA.

2.7. Licensee's Representatives Participating in the Audit

- John Saratsis – General Manager, Retail
- Patrick Peake – General Manager, EMR, Regulation
- Peter Durack – Manager Compliance and Risk
- Aisling Conlon – Manager Business Support
- Yin Heng – Manager Billing

2.8. Key Documents Examined

Regulatory Compliance

- Energy Coordination Act 1994
- Electricity Industry Act 2004
- Electricity Compliance Reporting Manual (July 2018 and June 2020)
- Electricity Retail Licence Performance Reporting Handbook (April 2019)
- Electricity Industry (Customer Transfer) Code 2016
- Code of Conduct for the Supply of Electricity to Small Use Customers 2018
- Financial Hardship Policy Guidelines – Electricity and Gas Licences – August 2019
- Customer Complaint Guidelines - December 2016
- Electricity Retail Licence ERL010 (Version 6 and Version 7)
- Electricity Retail Licence ERL010 (Version 6 and Version 7) – Operating Area Map
- Perth Energy 2019 Electricity Performance Audit Report
- Post Audit Implementation Plan
- Performance and Compliance Reports to the ERA for 2017/18, 2018/19 and 2019/20
- Information on fees paid to the ERA (amounts and dates paid)

Perth Energy

- Perth Energy website www.perthenergy.com.au
- Perth Energy Financial Reports for 2017/18, 2018/19 and 2019/20 (if available)
- Application to be a member of the Energy and Water Ombudsman scheme
- Information on fees paid to the Energy and Water Ombudsman Scheme
- Application to be a Member of Australian Energy Market Operator (AEMO)
- Notifications to ERA and AEMCO of change of ownership to AGL.
- Customer Service Charter (public document/website)
- Residential Financial Hardship Procedure and Financial Hardship Policy.
- Procedure for life support customers
- Complaints handling procedure and process (public document/website)
- Energy efficiency information
- Customer Safety Awareness Program
- Customer information packs – small use business and residential.



- ERL010 Standard form contract – small use business and residential.
- Non-standard form contract (small use customers)
- Privacy Policy
- Perth Energy Compliance Register
- Perth Energy Customer Complaints Register
- Electricity and Gas Marketing Compliance Procedure
- New Gentrack Account & Electricity Customer Transfer work instruction
- Electricity Billing Compliance procedure
- Electricity Bill Payments Compliance Procedure.
- Electricity Disconnections and Reconnections Procedure
- Compliance and Non-Compliance Reporting Procedure
- Online WHS - Compliance List
- Preparation Procedure and Business Continuity and Recovery Plan
- Risk Management Policy
- Risk Assessment Procedure
- Crisis Management Plan Perth Office
- Training plans and records
- New Gentrack Account & Electricity Customer Transfer Instructions
- New connections request documents
- Gentrack – Billing Finalisation instructions
- Customer billing records.
- Notices of disconnection, disconnection and reconnection data

2.9. Controls and Compliance Ratings

Perth Energy's compliance with the licence obligations was assessed using the following ratings:

Adequacy of Controls Rating		Compliance Rating	
Rating	Description	Rating	Description
A	Adequate controls – no improvement needed	1	Compliant
B	Generally adequate controls –improvement needed	2	Non-compliant – minor impact on customers or third parties
C	Inadequate controls – significant improvement required	3	Non-compliant – moderate impact on customers or third parties
D	No controls evident	4	Non-compliant – major impact on customers or third parties
NP	Not performed – controls not assessed in the audit.	NR	Not rated – no activity in current period

2.10. Audit Team and Hours

The audit team and hours were:

Name and Position	Hours
Geoff White – Director	50
Susan Smith – Manager	50
TOTAL	100



3. Summary of Audit Ratings of Control and Compliance

The preliminary risk assessment included in the Audit Plan was reviewed and updated in the course of the audit and a compliance rating using the scale in Section 2.9 was assigned to each obligation under the licence, as shown below. Section 4 provides details of the current status of the previous audit recommendations. Section 5 provides further details of the systems and the compliance assessment for each obligation.

The current audit assessment of the ratings for the adequacy of controls and compliance with the legislative obligations is shown below in the summary table and detailed obligations table.

Table 6 - Summary of Audit Ratings of Control and Compliance

Controls rating	Compliance Rating					
	Ratings	1	2	3	4	NR
	A	82	1			70
	B	13	5			3
	C		1			
	D					
	NP	7				72
	Total	102	7	-	-	145

Table 7 - Detailed Audit Ratings of Control and Compliance by Obligation

No.1	Licence Condition	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating 2 (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating 3 (1=Compliant 2=Non-compliant - minor impact, 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
Electricity Industry (Customer Transfer) Code 2016													
6	Condition 4.1.1	Clause 3.2(2)	4	✓					✓				
7	Condition 4.1.1	Clause 3.4(1)	4	✓					✓				
8	Condition 4.1.1	Clause 3.5(3)	4					✓					✓
9	Condition 4.1.1	Clause 3.6(2)	4					✓					✓
16	Condition 4.1.1	Clause 3.9(1)	4	✓					✓				
17	Condition 4.1.1	Clause 3.9(2)	4					✓					✓
18	Condition 4.1.1	Clause 3.9(3)	4		✓				✓				
19	Condition 4.1.1	Clause 3.9(4)	4	✓					✓				
23	Condition 4.1.1	Clause 4.2(2)	4	✓					✓				
24	Condition 4.1.1	Clause 4.3	4	✓					✓				
25	Condition 4.1.1	Clause 4.4(1)	4	✓					✓				
26	Condition 4.1.1	Clause 4.4(2)	4					✓					✓

1 The number refers to the item reference in the 2018 Electricity Compliance Reporting Manual (*Note: Only obligations applicable to the Electricity Retail Licence are shown*)

2 Refer Controls and Compliance Rating Scales in Section 2.9.

3 Refer Controls and Compliance Rating Scales in Section 2.9.



No.1	Licence Condition	Legislative Reference	Audit Priority applied (rated 1 = High to 5 = Low)	Adequacy of Controls Rating 2 (A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, NP=Not performed)					Compliance Rating 3 (1=Compliant 2=Non-compliant - minor impact, 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, NR=Not rated)				
				A	B	C	D	NP	1	2	3	4	NR
27	Condition 4.1.1	Clause 4.5(1)	4	✓					✓				
28	Condition 4.1.1	Clause 4.6(3)	4	✓									✓
29	Condition 4.1.1	Clause 4.7	4	✓					✓				
30	Condition 4.1.1	Clause 4.8(2)	4					✓					✓
34	Condition 4.1.1	Clause 4.9(6)	4	✓					✓				
39	Condition 4.1.1	Clause 4.11(3)	4	✓									✓
40	Condition 4.1.1	Clause 4.12(3)	4					✓					✓
43	Condition 4.1.1	Clause 4.15	4	✓					✓				
44	Condition 4.1.1	Clause 4.16	4	✓					✓				
45	Condition 4.1.1	Clause 4.17	4	✓					✓				
48	Condition 4.1.1	Clause 5.2	4	✓					✓				
48A	Condition 4.1.1	Clause 6.1	4	✓					✓				
49	Condition 4.1.1	Clause 6.2	4	✓					✓				
52	Condition 4.1.1	Clause 6.4(1)	4					✓					✓
53	Condition 4.1.1	Clause 6.4(2)	4					✓					✓
54	Condition 4.1.1	Clause 6.6	4	✓					✓				
55	Condition 4.1.1	Clause 7.1(1)	4					✓					✓
56	Condition 4.1.1	Clause 7.1(2)	4					✓					✓
57	Condition 4.1.1	Clause 7.1(3)	4					✓					✓
58	Condition 4.1.1	Clause 7.2(4)	4					✓					✓
59	Condition 4.1.1	Clause 7.3(2)	4					✓					✓
Electricity Industry (Customer Contracts) Regulations 2005													
79	Condition 4.1.1	Regulation 5	4	✓					✓				
80	Condition 4.1.1	Regulation 6	4	✓					✓				
81	Condition 4.1.1	Regulation 7	4	✓					✓				
82	Condition 4.1.1	Regulation 8	4	✓					✓				
83	Condition 4.1.1	Regulation 9	4	✓					✓				
84	Condition 4.1.1	Regulation 10	4	✓					✓				
85	Condition 4.1.1	Regulation 11	4	✓					✓				
86	Condition 4.1.1	Regulation 12	4	✓					✓				
87	Condition 4.1.1	Regulation 13	4	✓					✓				
88	Condition 4.1.1	Regulation 14	4	✓					✓				
89	Condition 4.1.1	Regulation 15	4	✓					✓				
90	Condition 4.1.1	Regulation 16 and 34	4	✓					✓				
91	Condition 4.1.1	Regulation 17	4	✓					✓				
92	Condition 4.1.1	Regulation 18	4	✓					✓				
93	Condition 4.1.1	Regulation 19	4	✓					✓				
94	Condition 4.1.1	Regulation 20	4	✓					✓				
95	Condition 4.1.1	Regulation 21	4	✓					✓				



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				A	B	C	D	NP	1	2	3	4	NR
96	Condition 4.1.1	Regulation 32	4	✓					✓				
97	Condition 4.1.1	Regulation 33(2)	4					✓					✓
98	Condition 4.1.1	Regulation 33(3) and (4)	4	✓					✓				
100	Condition 4.1.1	Regulation 38	4	✓					✓				
Electricity Industry Act 2004													
101	Condition 5.3.1	Section 13(1)	4	✓					✓				
105	Condition 4.2.1	ERA (Licencing Funding) Regulations 2014	4		✓					✓			
106	Condition 4.1.1	Section 31(3)	4	✓					✓				
107	Condition 4.1.1	Section 41(6)	4					✓					✓
108	Condition 6.4.1	Section 54(1)	4	✓					✓				
109	Condition 6.6.1	Section 54(2)	4					✓					✓
111	Condition 6.6.1	Section 101	4	✓					✓				
114	Condition 6.3.1	Section 11	4	✓					✓				
116	Condition 6.4.2	Section 11	4					✓					✓
117	Condition 6.4.3	Section 11	4					✓					✓
118	Condition 6.5.1	Section 11	3	✓									✓
119	Condition 4.3.1	Section 11	4	✓					✓				
120	Condition 5.2.4	Section 11	4					✓					✓
121	Condition 5.3.2	Section 11	4	✓					✓				
123	Condition 4.4.1	Section 11	4					✓	✓				
124	Condition 4.5.1	Section 11	4	✓						✓			
125	Conditions 3.8.1 & 3.8.2	Section 11	4					✓					✓
126	Condition 3.7.1	Section 11	4	✓					✓				
Code of Conduct for the Supply of Electricity to Small-Use Customers 2018													
Marketing													
130	Condition 6.3.1	Clause 2.2(1)	4	✓					✓				
131	Condition 6.3.1	Clause 2.2(2)	4	✓					✓				
132	Condition 6.3.1	Clause 2.3(1)	4		✓				✓				
133	Condition 6.3.1	Clause 2.3(2)	4	✓					✓				
135	Condition 6.3.1	Clause 2.3(5)	4	✓					✓				
136	Condition 6.3.1	Clause 2.4(1)	4					✓					✓
137	Condition 6.3.1	Clause 2.4(2)	4	✓					✓				
138	Condition 6.3.1	Clause 2.5(1)	4	✓									✓
139	Condition 6.3.1	Clause 2.5(2)	4	✓					✓				
140	Condition 6.3.1	Clause 2.6	4	✓					✓				
141	Condition 6.3.1	Clause 2.9(1)	4					✓					✓
142	Condition 6.3.1	Clause 2.10	4					✓					✓



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				A	B	C	D	NP	1	2	3	4	NR
Connection													
143	Condition 6.3.1	Clause 3.1(1)	4	✓					✓				
144	Condition 6.3.1	Clause 3.1(2)	3		✓				✓				
Billing													
145	Condition 6.3.1	Clause 4.1	4	✓					✓				
146	Condition 6.3.1	Clause 4.2(1)	4	✓									✓
147	Condition 6.3.1	Clause 4.2(2)	4	✓									✓
148	Condition 6.3.1	Clause 4.2(3)	4	✓									✓
149	Condition 6.3.1	Clause 4.2(4)	4	✓									✓
150	Condition 6.3.1	Clause 4.2(5)	4	✓									✓
151	Condition 6.3.1	Clause 4.2(6)	4	✓									✓
152	Condition 6.3.1	Clause 4.3(1)	4	✓									✓
153	Condition 6.3.1	Clause 4.3(2)	4	✓									✓
154	Condition 6.3.1	Clause 4.4	4	✓					✓				
155	Condition 6.3.1	Clause 4.5(1)	4	✓					✓				
156	Condition 6.3.1	Clause 4.5(3)	4	✓					✓				
157	Condition 6.3.1	Clause 4.6(1)	3		✓				✓				
158	Condition 6.3.1	Clause 4.7	4	✓					✓				
159	Condition 6.3.1	Clause 4.8(1)	3		✓				✓				
160	Condition 6.3.1	Clause 4.8(2)	3		✓				✓				
161	Condition 6.3.1	Clause 4.8(3)	4	✓									✓
162	Condition 6.3.1	Clause 4.9	4	✓					✓				
163	Condition 6.3.1	Clause 4.10	4					✓					✓
164	Condition 6.3.1	Clause 4.11(1)	4	✓									✓
165	Condition 6.3.1	Clause 4.11(2)	4	✓									✓
166	Condition 6.3.1	Clause 4.12(1)	4	✓									✓
167	Condition 6.3.1	Clause 4.13	4	✓									✓
168	Condition 6.3.1	Clause 4.14(1)	4	✓					✓				
169	Condition 6.3.1	Clause 4.14(2)	4	✓					✓				
170	Condition 6.3.1	Clause 4.14(3)	4	✓									✓
171	Condition 6.3.1	Clause 4.15	4	✓					✓				
172	Condition 6.3.1	Clause 4.16(1)(a)	3	✓									✓
173	Condition 6.3.1	Clause 4.16(1)(b)	4	✓					✓				
174	Condition 6.3.1	Clause 4.16(2)	3		✓				✓				
175	Condition 6.3.1	Clause 4.16(3)	3		✓								✓
176	Condition 6.3.1	Clause 4.17(2)	4	✓									✓
177	Condition 6.3.1	Clause 4.18(2)	4	✓									✓
178	Condition 6.3.1	Clause 4.18(3)	4	✓									✓
179	Condition 6.3.1	Clause 4.18(4)	4	✓									✓
180	Condition 6.3.1	Clause 4.18(6)	4	✓									✓



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				A	B	C	D	NP	1	2	3	4	NR
181	Condition 6.3.1	Clause 4.18(7)	4	✓									✓
182	Condition 6.3.1	Clause 4.19(1)	4	✓					✓				
183	Condition 6.3.1	Clause 4.19(2)	4	✓					✓				
184	Condition 6.3.1	Clause 4.19(3)	4	✓									✓
185	Condition 6.3.1	Clause 4.19(4)	4	✓									✓
186	Condition 6.3.1	Clause 4.19(7)	4	✓									✓
Payment													
187	Condition 6.3.1	Clause 5.1	4	✓					✓				
188	Condition 6.3.1	Clause 5.2	4	✓					✓				
189	Condition 6.3.1	Clause 5.3	4	✓					✓				
190	Condition 6.3.1	Clause 5.4	4	✓									✓
191	Condition 6.3.1	Clause 5.5	4					✓					✓
192	Condition 6.3.1	Clause 5.6(1)	4					✓					✓
193	Condition 6.3.1	Clause 5.6(2)	4					✓					✓
194	Condition 6.3.1	Clause 5.6(3)	4					✓					✓
195	Condition 6.3.1	Clause 5.6(4)	4					✓					✓
196	Condition 6.3.1	Clause 5.6(5)	4					✓					✓
197	Condition 6.3.1	Clause 5.7(1)	4					✓					✓
198	Condition 6.3.1	Clause 5.7(2)	4					✓					✓
199	Condition 6.3.1	Clause 5.7(4)	4	✓									✓
200	Condition 6.3.1	Clause 5.8(1)	4	✓									✓
201	Condition 6.3.1	Clause 5.8(2)	4	✓									✓
201A	Condition 6.3.1	Clause 5.9	4	✓									✓
Payment Difficulties and Financial Hardship													
202	Condition 6.3.1	Clause 6.1(1)	4	✓									✓
203	Condition 6.3.1	Clause 6.1(3)	4	✓									✓
204	Condition 6.3.1	Clause 6.1(4)	4	✓									✓
205	Condition 6.3.1	Clause 6.2(1)	4	✓									✓
206	Condition 6.3.1	Clause 6.2(2)	4	✓									✓
207	Condition 6.3.1	Clause 6.2(3)	4	✓									✓
208	Condition 6.3.1	Clause 6.2(4)	4	✓									✓
209	Condition 6.3.1	Clause 6.3(1)(a)	4	✓									✓
210	Condition 6.3.1	Clause 6.3(1)(b)	4	✓									✓
211	Condition 6.3.1	Clause 6.4(1)(a)	4	✓									✓
212	Condition 6.3.1	Clause 6.4(1)(b)	4	✓									✓
213	Condition 6.3.1	Clause 6.4(2)	4	✓									✓
214	Condition 6.3.1	Clause 6.4(3)	4	✓									✓
215	Condition 6.3.1	Clause 6.6(1)	4	✓									✓
216	Condition 6.3.1	Clause 6.6(2)	4	✓									✓
217	Condition 6.3.1	Clause 6.7	4	✓									✓



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				A	B	C	D	NP	1	2	3	4	NR
218	Condition 6.3.1	Clause 6.8	4	✓									✓
219	Condition 6.3.1	Clause 6.9(1)	4	✓									✓
220	Condition 6.3.1	Clause 6.10(1)	3		✓					✓			
221	Condition 6.3.1	Clause 6.10(2)	3		✓					✓			
222	Condition 6.3.1	Clause 6.10(3)	3		✓					✓			
223	Condition 6.3.1	Clause 6.10(4)	4	✓									✓
225	Condition 6.3.1	Clause 6.10(6)	4	✓									✓
226	Condition 6.3.1	Clause 6.10(7)	3		✓					✓			
227	Condition 6.3.1	Clause 6.10(8)	4	✓									✓
228	Condition 6.3.1	Clause 6.11	4	✓					✓				
Disconnection													
229	Condition 6.3.1	Clause 7.1(1)	4	✓					✓				
230	Condition 6.3.1	Clause 7.2(1)	4	✓									✓
231	Condition 6.3.1	Clause 7.3	4					✓					✓
232	Condition 6.3.1	Clause 7.4(1)	4	✓									✓
234	Condition 6.3.1	Clause 7.6	2	✓									✓
235	Condition 6.3.1	Clause 7.7(1)	2		✓				✓				
236	Condition 6.3.1	Clause 7.7(2)	2	✓									✓
240	Condition 6.3.1	Clause 7.7(6)	3		✓								✓
241	Condition 6.3.1	Clause 7.7(7)	4		✓				✓				
Reconnection													
242	Condition 6.3.1	Clause 8.1(1)	4	✓					✓				
243	Condition 6.3.1	Clause 8.1(2)	3		✓				✓				
Pre-Payment Meters													
245	Condition 6.3.1	Clause 9.1(2)	4					✓					✓
246	Condition 6.3.1	Clause 9.2(1)	4					✓					✓
247	Condition 6.3.1	Clause 9.2(2)	4					✓					✓
249	Condition 6.3.1	Clause 9.3(1)	4					✓					✓
250	Condition 6.3.1	Clause 9.3(2)	4					✓					✓
251	Condition 6.3.1	Clause 9.3(3)	4					✓					✓
252	Condition 6.3.1	Clause 9.3(4)	4					✓					✓
253	Condition 6.3.1	Clause 9.3(5)	4					✓					✓
254	Condition 6.3.1	Clause 9.4(1)	4					✓					✓
255	Condition 6.3.1	Clause 9.4(2)	4					✓					✓
257	Condition 6.3.1	Clause 9.5(1)	2					✓					✓
259	Condition 6.3.1	Clause 9.6	4					✓					✓
260	Condition 6.3.1	Clause 9.7(a), (b) and (d)	4					✓					✓
261	Condition 6.3.1	Clause 9.8	4					✓					✓
262	Condition 6.3.1	Clause 9.9(1)	4					✓					✓



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				A	B	C	D	NP	1	2	3	4	NR
264	Condition 6.3.1	Clause 9.9(4)	4					✓					✓
265	Condition 6.3.1	Clause 9.10(1)	4					✓					✓
266	Condition 6.3.1	Clause 9.10(2)	4					✓					✓
267	Condition 6.3.1	Clause 9.10(3)	4					✓					✓
268	Condition 6.3.1	Clause 9.10(4)	4					✓					✓
269	Condition 6.3.1	Clause 9.10(6)	4					✓					✓
270	Condition 6.3.1	Clause 9.11(1)	4					✓					✓
271	Condition 6.3.1	Clause 9.11(2) and (3)	4					✓					✓
Information and Communication													
272	Condition 6.3.1	Clause 10.1(1)	4	✓					✓				
273	Condition 6.3.1	Clause 10.1(2)	4					✓	✓				
274	Condition 6.3.1	Clause 10.1(3)	4					✓	✓				
275	Condition 6.3.1	Clause 10.2(1)	4					N/A					N/A
276	Condition 6.3.1	Clause 10.2(2)	4					N/A					N/A
277	Condition 6.3.1	Clause 10.2(3)	4					N/A					N/A
278	Condition 6.3.1	Clause 10.2(4)	4					N/A					N/A
279	Condition 6.3.1	Clause 10.3	4					✓					✓
280	Condition 6.3.1	Clause 10.3A	3			✓				✓			
281	Condition 6.3.1	Clause 10.4	4	✓					✓				
282	Condition 6.3.1	Clause 10.5	4					✓	✓				
290	Condition 6.3.1	Clause 10.9	4					✓	✓				
291	Condition 6.3.1	Clause 10.10(1)	4	✓									✓
292	Condition 6.3.1	Clause 10.10(2)	4	✓					✓				
294	Condition 6.3.1	Clause 10.11(1)	4	✓									✓
295	Condition 6.3.1	Clause 10.11(2)	4	✓					✓				
297	Condition 6.3.1	Clause 10.12(2)	4					✓					✓
Complaints and Dispute Resolution													
298	Condition 6.3.1	Clause 12.1(1)	4	✓					✓				
299	Condition 6.3.1	Clause 12.1(2)	3		✓				✓				
300	Condition 6.3.1	Clause 12.1(3)	3		✓								✓
301	Condition 6.3.1	Clause 12.1(4)	3		✓				✓				
302	Condition 6.3.1	Clause 12.2	4	✓					✓				
303	Condition 6.3.1	Clause 12.3	4	✓									✓
304	Condition 6.3.1	Clause 12.4	4	✓									✓
Reporting													
305	Condition 6.3.1	Clause 13.1	4	✓					✓				
306	Condition 6.3.1	Clause 13.2	4	✓					✓				
307	Condition 6.3.1	Clause 13.3	3		✓				✓				
Service Standard Payments													



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				A	B	C	D	NP	1	2	3	4	NR
308	Condition 6.3.1	Clause 14.1(1)	4	✓									✓
310	Condition 6.3.1	Clause 14.2(1)	4	✓									✓
312	Condition 6.3.1	Clause 14.3(1)	3	✓									✓
315	Condition 6.3.1	Clause 14.7(1)	4	✓									✓
Electricity Industry (Metering) Code 2012													
324	Condition 4.1.1	Clause 3.3B	4	✓					✓				
339	Condition 4.1.1	Clause 3.11(3)	4	✓									✓
371	Condition 4.1.1	Clause 4.4(1)	4					✓					✓
372	Condition 4.1.1	Clause 4.5(1)	4	✓									✓
373	Condition 4.1.1	Clause 4.5(2)	4					✓					✓
388	Condition 4.1.1	Clause 5.4(2)	4					✓					✓
401	Condition 4.1.1	Clause 5.16	4					N/A					N/A
402	Condition 4.1.1	Clause 5.17(1)	4	✓					✓				
405	Condition 4.1.1	Clause 5.18	4					N/A					N/A
406	Condition 4.1.1	Clause 5.19(1)	4					✓					✓
407	Condition 4.1.1	Clause 5.19(2)	4	✓					✓				
408	Condition 4.1.1	Clause 5.19(3)	4					N/A					N/A
410	Condition 4.1.1	Clause 5.19(6)	4					N/A					N/A
416	Condition 4.1.1	Clause 5.21(5)	4					✓	✓				
417	Condition 4.1.1	Clause 5.21(6)	4					✓	✓				
435	Condition 4.1.1	Clause 5.27	4					✓					✓
448	Condition 4.1.1	Clause 6.1(2)	4					✓					✓
451	Condition 4.1.1	Clause 7.2(1)	4					✓					✓
453	Condition 4.1.1	Clause 7.2(4)	4					✓					✓
454	Condition 4.1.1	Clause 7.2(5)	4					✓					✓
455	Condition 4.1.1	Clause 7.5	4	✓									✓
456	Condition 4.1.1	Clause 7.6(1)	4	✓									✓
457	Condition 4.1.1	Clause 8.1(1)	4					✓					✓
458	Condition 4.1.1	Clause 8.1(2)	4					✓					✓
459	Condition 4.1.1	Clause 8.1(3)	4					✓					✓
460	Condition 4.1.1	Clause 8.1(4)	4					✓					✓
461	Condition 4.1.1	Clause 8.3(2)	4					✓					✓



4. Previous Audit Recommendations

The status of the previous audit recommendations from the Audit Report (February 2019) is shown below.

Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
1/2019	235	A1	<p>If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment, the retailer must comply with subclause 7.7(1).</p> <p>The register includes details of the life support equipment required by each customer, as per the registration form requirements. The 2016 Code of Conduct no longer requires retailers to register the life support equipment of the customer.</p> <p><i>Remove from the life support register and Procedure for Life Support Customers, the requirement to register details of the life support equipment by customer.</i></p>	Completed - Perth Energy has updated the life support register and the Procedure for Life Support Customers to remove the requirement to register details of the life support equipment of the customer.	February 2019	Nil
2/2019	6	A1	<p>A retailer must submit a separate data request for each connection point, unless otherwise agreed.</p> <p>The Electricity Industry Customer Transfer Code (2004) linked on the PE website is out of date- current version is 2006.</p> <p><i>Update the PE Website link to the current version 2016 Electricity Industry Customer Transfer Code.</i></p>	Completed - The website has been updated to refer to the 2016 Electricity Industry Customer Transfer Code.	February 2019	Nil
3/2019	18	B1	<p>A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.</p> <p>PE no longer exclusively uses their Request for Electricity Supply Proposal form when obtaining verifiable consent – instead, this is through written email communication with potential customers. This email does not</p>	Completed - Perth Energy has reviewed this approach and has implemented verifiable consent through voice recordings.	July 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			specifically refer to the release of confidential information and the PE privacy policy. <i>Review the usage of email only verifiable consent with respect to confidentiality and privacy declarations, as per the current Request for an Electricity Supply Proposal form.</i>			
4/2019	23,143, 187	A1	A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed. The "New Gentrack Account & Electricity Customer Transfer" document has inadequate document control. <i>Ensure adequate document control in "New Gentrack Account & Electricity Customer Transfer" for better consistency across PE's internal processes and code compliance.</i>	Completed - Perth Energy has applied updated document control to the Gentrack document. All processes now include document control	July 2019	Nil
5/2019	118, 130	B1	The published (and ERA approved) standard form contract (ESA.005.1117) is a different version to the versions provided to the audit (Standard Form Contract 2016-17, ESA.005.0816) Whilst there were differences in title and headings a sample check of the text of both documents did not show material differences between the contracts. There was no evidence to show that the 2016-17 (ESA.005.0816) version of the standard form contract was used. However, there was no evidence to indicate that this version has been approved by the ERA. A licensee can only amend the standard form contract with the ERA's approval and Standard Form Contract replaced the previous version without the ERA's approval. <i>Ensure consistency in document versions for the approved licensee Standard Form Contract with that communicated internally and externally.</i>	Completed - Perth Energy has provided the latest approved version (ESA.005.1117) of the standard contract to the audit and as per their website. Perth Energy has updated its procedures and training package to address this issue.	July 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
6/2019	132	B1	<p>A retailer or electricity marketing agent must ensure that non-standard contracts, that are not unsolicited consumer agreements, are entered into in the manner set out, and the contract is provided as specified in clause 2.3(1).</p> <p>The PE contract execution flowchart does not reference the timeframe requirements of this clause (for providing signed copies of non-standard contracts to customers).</p> <p><i>Update the Contract Execution Flowchart to include the timeframe requirements of providing customers with their signed non-standard contracts.</i></p>	Completed – The timeframes have been included in the New Gentrack Account and Electricity Transfer Procedure.	February 2019	Nil
7/2019	144, 243	B1	<p>Unless the customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.</p> <p>The PE process for new connections needs to clarify the submission time requirements of this clause, including the requirement to forward a customer's request for the connection to the relevant distributor before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.</p> <p><i>The specific requirements regarding time frames should be addressed and included as part of PE procedures.</i></p>	Completed – The timeframes have been included in the New Gentrack Account and Electricity Transfer Procedure.	February 2019	Nil
8/2019	147	B / NR	<p>If a residential customer informs a retailer that the customer is experiencing payment difficulties or financial hardship and the customer is assessed as experiencing payment difficulties or financial hardship, the retailer must not place that customer on a shortened billing cycle without that customer's verifiable consent.</p> <p>It does not appear that this Code requirement is sufficiently captured by current PE procedures.</p>	<p>Completed - Perth Energy has updated the Business procedure 003 – Residential Financial Hardship Procedure; and Training Business 001 – Retail Customer Financial Hardship.</p> <p>These procedures were both modified and approved on 10 July</p>	July 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			<i>Add the restrictions around residential customers experiencing financial hardship and shortened billing cycles to relevant PE procedural and training documents.</i>	2019 and forwarded to the Retail (Sales) Team and Business Support Team.		
9/2019	157, 159, 160	A1	<p>A retailer must base a customer's bill on the following:</p> <ul style="list-style-type: none"> The distributor's or metering agent's reading of the meter at the customer's supply address; the customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b); or if the connection point is a Type 7 connection point, the procedure is set out in the metrology procedure or Metering Code, or as set out in any applicable law. <p>In accordance with the obligation's requirement, PE relies entirely on the meter readings provided by Western Power (WP). However, the audit discovered that while PE do not directly estimate meter readings, WP sometimes estimates meter readings, which are in turn provided to PE for billing purposes. Indirect estimates of meter readings are presented on PE bills as actual meter readings.</p> <p><i>Update billing processes to accurately reflect actual vs. estimated meter readings as provided by WP. Ensure billing templates are compliant with the obligations pertaining to estimated bills.</i></p>	Completed - The Electricity Billing Compliance Procedure includes reference to the use of estimated meter readings.	February 2019	Nil
10/2019	172, 300	B2	<p>If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the unpaid amount. The retailer must advise the customer that the customer may request for a meter test in accordance with the applicable law; and also the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</p>	Completed - The template for responses re customer request for bill review has been updated with the Code requirements re customer options where no error is discovered.	February 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			<p>It does not appear that PE specifically reiterates the options available to customers with respect to meter testing and complaint handling in reply to each and every bill review.</p> <p><i>Include a template response covering Code requirements at the outcome of each and every bill review / complaint where no error is discovered. This could be a link to the Complaint Handling Procedure published online.</i></p>			
11/2019	174, 175, 299, 301, 312	B2	<p>A retailer must inform a customer of the outcome of the review of a bill as soon as practicable.</p> <p>Although it appeared that most timeframes were code compliant, there were both missing and incorrect acknowledgement / action dates in the Customer Complaints Registers that prevented these complaints from being checked for code compliance.</p> <p><i>Develop a more robust Complaint Register Process that ensures Customer Complaint Register dates are maintained and checked as part of internal audit processes, then routinely cross-checked with code requirements for compliance purposes.</i></p>	<p>Completed - The required timeframes are stated in the Complaint Handling Procedure.</p> <p>The complaint acknowledgement date of less than 10 working days is stated in the Complaints Register headings.</p>	February 2019	Nil
12/2019	187	B1	<p>This due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.</p> <p>The PE "Electricity Supply Agreement: Application and Commercial Terms", being part of the non-standard contract, has a provision for a Payment Due Date that amends the requirements of this obligation on a per customer basis, however, we understand for standard customers, 14 calendar days is offered.</p> <p>Bill Statement No. 2146538, 16 Apr 18 allowed for 14 calendar days from the date of the bill, consistent with the Payment Due Date agreed with this customer.</p> <p>Bill Statement No. 2144882, 26 Mar 18, 2147370, 01 May 18 and 2149586, 01 Jun 18 allowed for more than 14 calendar days from the date of the bill.</p> <p>PE's Billing Procedures Overview does not reference due date requirements.</p>	<p>Completed - Perth Energy has conducted a review to ensure that payment terms are consistent with the agreed contract terms for non-standard contract customers. Where possible, Perth Energy has standardised payment term duration.</p> <p>The Billing Procedures Overview includes the payment due date to be a minimum of 12 business days.</p>	February 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			<i>Confirm actual payment terms are consistent with what has been agreed with each customer's non-standard contract and standardise payment due dates at contract renewal.</i>			
13/2019	220, 221, 222, 226	B2	<p>A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship in meeting their financial obligations and responsibilities to the retailer.</p> <p>Procedures for compliance need to be improved to ensure that the requirements of Code of Conduct are met in a timely fashion.</p> <p><i>PE needs to review its control process to ensure that licence obligations are complied with in a timely fashion.</i></p>	Completed - Perth Energy has strengthened its training processes and internal review of compliance across the business. An online Compliance Register is maintained to track due dates and completion of obligations.	January 2020	Nil
14/2019	240	B2	<p>A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the manner and circumstances specified in subclause 7.7(6).</p> <p>Evidence of the annual obligation to contact life support customers was not available for the audit.</p> <p>The life support register has columns for Validation Date and Re-certification date, but only Re-certification date appears to be actively used.</p> <p><i>Contact life support customers annually in accordance with Code requirements. Ensure the life support register and in particular, Validation Dates are being actively maintained for code compliance. Consider adding the life support register to internal audit processes.</i></p>	Completed - The Life Support Register has been updated with the validation date and re-certificate dates due.	February 2019	Nil
15/2019	241	B1	<p>A retailer or a distributor must remove the customer's details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).</p> <p>The life support register has columns for Validation Date and Re-certification date, but only Re-certification date appears to be actively used.</p>	Completed - The Life Support Register includes the removal date and uses a separate worksheet for removed customers.	February 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			<i>Update life support register to include the full date of removal as evidence to ensure compliance with Code timeframes, or ensure this is adequately controlled or maintained elsewhere as evidence of Code compliance.</i>			
16/2019	280	B2	<p>At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment.</p> <p>Evidence of annual customer notification was requested for the audit period but not provided by PE.</p> <p><i>Send and retain evidence of the annual communication with customers referring to PE's obligations under Part 14 of the Code to make service standard payments.</i></p>	<p>The annual notifications were not sent out in this audit period.</p> <p>Refer recommendation 1/2020.</p>	Not resolved	Yes
17/2019	300	B2	<p>A retailer or distributor must advise the customer in accordance with subclause 12.1(3).</p> <p>It does not appear that PE specifically reiterates the options available to customers with respect to complaint handling, in reply to each and every complaint, including escalation of the complaint to the energy ombudsman.</p> <p><i>Include a template response covering Code requirements on each complaint handling reply. This could be a link to the Complaint Handling Procedure published online.</i></p>	Completed – refer recommendation 10.	February 2019	Nil
18/2019	307	B2	<p>The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if:</p> <ul style="list-style-type: none"> copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and a copy is posted on the retailer or distributor's website. <p>A request to publish the 2016 report within 7 calendar days was made on 20 Oct 2016 – no evidence was received to confirm this occurred.</p>	Completed - Perth Energy has amended its internal processes to ensure that website publishing dates are recorded. Any directives from the ERA are recorded in the directory folder titled "Directives from ERA".	February 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			<p>A request to publish a revised 2017 report within 7 calendar days was made on 6 Oct 2017 – no evidence was received to confirm this occurred.</p> <p>A second request to publish a revised 2017 report was made on 27 Oct 2017 and confirmed to be published on 13 Nov 2017. This is outside the normal 7 calendar day requirement of the ERA, however, in this instance, it does not appear that the ERA specified a timeframe for the re-publishing of the 2017 report.</p> <p><i>Amend internal processes to ensure that website publishing dates are as per Code requirements. As part of this, ensure evidence of website publishing dates is logged for auditing / compliance purposes.</i></p>			
19/2019	144, 243	B1	<p>Unless a customer agrees otherwise, a retailer must forward the customer's request for the connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.</p> <p>The PE process for new connections does not reference the submission time requirements of this clause.</p> <p><i>Refer Recommendation 7.</i></p>	Completed - Refer Recommendation 7.	February 2019	Nil
20/2019	172, 300	B2	<p>If a review of a bill has been conducted and the retailer is satisfied that the bill is correct, the retailer may require a customer to pay the unpaid amount; must advise the customer that the customer may request the retailer to arrange a meter test in accordance with the applicable law; and must advise the customer of the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</p> <p>It does not appear that PE specifically reiterates the options available to customers with respect to meter testing and complaint handling in reply to each and every bill review.</p> <p><i>Refer Recommendation 10.</i></p>	Completed - Refer Recommendation 10.	February 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
21/2019	240	B2	<p>A retailer must contact the customer to ascertain whether life support equipment is required or to request recertification in the manner and circumstances specified in subclause 7.7(6).</p> <p>The letter template used to update life support details annually does not allow for requesting re-certification every 3 years.</p> <p>PE is not currently using the letter template for updating life support details – customers are not being contacted annually in accordance with Code requirements.</p> <p>The life support register does not include details on customer anniversary date (for a letter to be sent out within the window required by the Code) and re-certification date (so it is known when re-certification details must be requested).</p> <p><i>Refer Recommendation 13.</i></p>	<p>Completed - The letter template has been modified to include the three year re-certification. The letter template is now being used and customers are being contacted annually – (PE only has a single life support customer customer)</p> <p>The anniversary date and re-certification date have been added to the Life Support Register.</p>	January 2020	Nil
22/2019	241	B1	<p>A retailer or a distributor must remove the customer's details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).</p> <p>The schedule of Standard Terms and Conditions does not explicitly require for a person no longer requiring life support equipment to advise PE.</p> <p>Evidence of the one removal from the life support register was outside the audit period; however, it did not appear that this was confirmed by the customer in writing.</p> <p>The PE life support register only records date removed as month and year.</p> <p><i>Refer Opportunity for Improvement 14.</i></p>	<p>Completed - The anniversary date and re-certification date have been added to the Life Support Register.</p>	January 2020	Nil
23/2019	307	B2	<p>The report specified in clause 13.1 must be published by the date specified by the Authority. In accordance with clause 13.3(2), and a report is published if:</p> <ul style="list-style-type: none"> copies of it are available to the public without cost, at places where the retailer or distributor transacts business with the public; and 	<p>Completed - Refer Recommendation 18.</p>	February 2019	Nil



Ref. (Manual Ref./Year)	Compliance Obligation	Previous Compliance Rating	Previous Finding and Recommended Corrective Action	Action Taken	Date Resolved	Further Action Required
			<ul style="list-style-type: none"> a copy of it is posted on the retailer or distributor's website. <p>A request to publish the 2013 report was made on 27 Sep 2013 and actioned the same day.</p> <p>A request to publish the 2014 report was made on 6 Feb 2015, outside of the 1 Oct 2014 requirement.</p> <p>The 2015 report was published in June 2016.</p> <p><i>Refer Recommendation 18.</i></p>			
24/2019	N/A	N/A	<p>A licensee must, unless otherwise notified in writing by the Authority, review the customer service charter within the timeframe specified, and submit to the Authority the results of the review within 5 days after it is completed.</p> <p>The Authority has removed the requirement for electricity and gas retailers and distributors to produce and review a customer service charter. It is noted that reference to the customer service charter is still made on the Perth Energy Website and their bills in the additional information section (OFI).</p> <p><i>Remove references to the Customer Service Charter from the Standard Form Contract.</i></p>	Completed - Perth Energy has chosen to include reference to the Customer Service Charter in the Standard Form Contract although not mandatory.	January 2020	Nil



5. Detailed Audit Results and Recommendations

SUMMARY OF COMPLIANCE OBLIGATIONS	
LEGISLATION	
ELECTRICITY INDUSTRY ACT 2004	Refer Compliance Obligations 101 to 128 as applicable.
REGULATIONS	
ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005	Refer Compliance Obligations 78 to 100 as applicable
ELECTRICITY INDUSTRY (OBLIGATION TO CONNECT) REGULATIONS 2005	Refer Compliance Obligations 72 to 77 (not applicable)
CODES	
ELECTRICITY INDUSTRY (CUSTOMER TRANSFER) CODE 2016	Refer Compliance Obligations 1 to 71 as applicable
CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL-USE CUSTOMERS 2018	Refer Compliance Obligations 129 to 316 as applicable.
ELECTRICITY INDUSTRY (METERING) CODE 2012	Refer Compliance Obligations 317 to 461 as applicable.
ELECTRICITY INDUSTRY (NETWORK QUALITY AND RELIABILITY OF SUPPLY) CODE 2005	Refer Compliance Obligations 462 to 485 (not applicable to Retail Licence)



DETAILED COMPLIANCE OBLIGATIONS

No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
Electricity Industry (Customer Transfer) Code 2016							
1 to 5					Not applicable to Retail Licence		
6	Condition 4.1.1	Clause 3.2(2)	A retailer must submit a separate data request for each connection point, unless otherwise agreed.	4	All data requests must be made by National Meter Identifier (NMI) or each exit point. There is no alternative when making data requests. The audit confirmed the Electricity Industry (Customer Transfer) Code 2006 is available on the Perth Energy website.	A	1
7	Condition 4.1.1	Clause 3.4(1)	A retailer must submit a data request electronically and must not submit more than a prescribed number of standing or historical data requests in a business day, unless otherwise agreed.	4	The electronic Western Power (WP) system is the only system used for data requests. This system limits the number of requests per day to 20, unless allowed or overridden by WP on request. The limit of 20 is stated in the New Gentrack Account & Electricity Customer Transfer work instruction.	A	1
8	Condition 4.1.1	Clause 3.5(3)	A retailer must withdraw a request for historical consumption data if the contestable customer's verifiable consent ceases to apply before the network operator provides the historical consumption data.	4	Verifiable consent is sought and maintained through voice recordings. The Manager Business Support confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period.	NP	NR

4 Number refers to the item reference in the Electricity Compliance Reporting Manual, ERA June 2020.

5 Controls Rating Scale: A=Adequate, B=Generally adequate, C=Inadequate, D=No controls, N/P=Not performed.

6 Compliance Rating Scale: 1=Compliant, 2=Non-compliant - minor impact, 3=Non-compliant – moderate impact, 4=Non-compliant - major impact, N/R=Not rated.



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
9	Condition 4.1.1	Clause 3.6(2)	A retailer must pay any reasonable costs incurred by the network operator for work performed in relation to a request for historical consumption data that has been subsequently withdrawn.	4	There were no instances of verifiable consent being withdrawn by customers during the audit period.	NP	NR
10 to 13					Not applicable to Retail Licence		
14					Not used.		
15					Not applicable to Retail Licence		
16	Condition 4.1.1	Clause 3.9(1)	A retailer may only use data relating to a contestable customer to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer.	4	The audit confirmed that data relating to a contestable customer is only to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer. The restrictions on the disclosure of customer data are documented in the Privacy Policy and the Customer Privacy and Data Release Procedure. Employees are also bound by confidentiality agreements.	A	1
17	Condition 4.1.1	Clause 3.9(2)	A retailer must not aggregate a contestable customer's historical consumption data with that of other contestable customers for the purposes of internal business development, if requested not to do so by the customer.	4	The Manager Business Support confirmed Perth Energy did not aggregate contestable customer data for internal business development during the audit period.	NP	NR
18	Condition 4.1.1	Clause 3.9(3)	A retailer must not disclose a contestable customer's data to any other person without the verifiable consent of the contestable customer, except in the circumstances defined.	4	The audit confirmed that data relating to a contestable customer is only to provide that customer with a quotation for the supply of electricity by the retailer; or to initiate a transfer of that customer.	B	1



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
					<p>The restrictions on the disclosure of customer data are documented in the Privacy Policy and the Customer Privacy and Data Release Procedure. Employees are also bound by confidentiality agreements. The non-standard contract also includes a link to the Privacy Policy on the website.</p> <p>The previous audit noted that the email requesting a customers' data did not include reference to only releasing verifiable consent information in accordance with the Privacy Policy.</p> <p>Perth Energy has reviewed this approach and has implemented verifiable consent through voice recordings. As this recommendation has been completed, no further recommendation is made.</p>		
19	Condition 4.1.1	Clause 3.9(4)	A retailer must keep a copy of the verifiable consent received from a contestable customer for two years.	4	<p>The Manager Business Support confirmed that Perth Energy retains copies of all verifiable consent received for at least two years in an electronic format.</p> <p>The retention period of a minimum of two years is documented in the Customer Privacy and Data Release Procedure.</p>	A	1
20 to 22					Not applicable to Retail Licence		



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
23	Condition 4.1.1	Clause 4.2(2)	A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed.	4	All customer transfer requests must be made via Gentrack by NMI (or each exit point) – there is no alternative when using Gentrack. The procedure is documented in the New Gentrack Account & Electricity Customer Transfer procedure.	A	1
24	Condition 4.1.1	Clause 4.3	A retailer's reason for a transfer must be specified in the customer transfer request form as either to transfer a contestable customer to the retailer that submitted the customer transfer request or to reverse an erroneous transfer.	4	All customer transfer requests must be made via Gentrack and are governed by the requirements of the system. The reason for transfer is a required data field. The procedure is documented in the New Gentrack Account & Electricity Customer Transfer procedure.	A	1
25	Condition 4.1.1	Clause 4.4(1)	A retailer may only submit a customer transfer request if it has an access contract for the network, unless it is to reverse an erroneous transfer.	4	Perth Energy has a valid access contract with Western Power.	A	1
26	Condition 4.1.1	Clause 4.4(2)	A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was made in error and, if it is an incoming retailer, confirm the identity of the previous retailer.	4	The Business Support Manager confirmed that no erroneous transfer reversals were requested during the audit period.	NP	NR
27	Condition 4.1.1	Clause 4.5(1)	A retailer must submit a customer transfer request electronically and must not submit more than a prescribed number of customer transfer requests in a business day or with the same nominated transfer date, unless otherwise agreed.	4	Gentrack is the only system used for Customer Transfer Requests and it limits by design, the maximum number of transfer requests to 20 per day. This limit per day is also stated in the New Gentrack Account & Electricity Customer Transfer procedure.	A	1



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
28	Condition 4.1.1	Clause 4.6(3)	A retailer must withdraw a customer transfer request if the contestable customer's verifiable consent ceases to apply before the transfer occurs.	4	Verifiable consent is sought and maintained through non-standard contracts. These are checked prior to any Customer Transfer Requests being lodged with Western Power. The Manager Business Support confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period. The requirement for verifiable consent is stated in the New Gentrack Account & Electricity Customer Transfer procedure.	A	NR
29	Condition 4.1.1	Clause 4.7	A retailer must nominate a transfer date in a customer transfer request in accordance with specified timeframes, except if the customer transfer request is to reverse an erroneous transfer.	4	All customer transfer requests must be made via Gentrack – the system will reject Customer Transfer Requests outside of the specified timeframes.	A	1
30	Condition 4.1.1	Clause 4.8(2)	A retailer must pay any reasonable costs incurred by a network operator for providing and/or installing a meter if a customer transfer request is withdrawn.	4	The Manager Business Support confirmed there were no instances of verifiable consent being withdrawn by customers during the audit period.	NP	NR
31 to 33					Not applicable to Retail Licence		
34	Condition 4.1.1	Clause 4.9(6)	A network operator and retailer must agree to a revised nominated transfer date in certain circumstances.	4	As required by the circumstances of Customer Transfer Requests, Perth Energy works with Western Power on any changes to the nominated transfer dates. The procedure is documented in the New Gentrack Account & Electricity Customer Transfer procedure and the New Connections procedure.	A	1



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
35 to 38					Not applicable to Retail Licence		
39	Condition 4.1.1	Clause 4.11(3)	A network operator and the retailer must take certain action if the contestable customer's meter is not read on the nominated transfer date.	4	The Manager Business Support confirmed that all meters were read on the nominated transfer date during the audit period. There is also a calendar reminder set for the next day to check that the meter has been read on the due date. The procedure is documented in the New Gentrack Account & Electricity Customer Transfer procedure and the New Connections procedure.	A	NR
40	Condition 4.1.1	Clause 4.12(3)	The parties to an access contract must negotiate in good faith any necessary amendments to the access contract arising from certain circumstances.	4	The Manager Business Support confirmed there were no changes to the access contract made as per the requirements of this clause.	NP	NR
41 to 42					Not applicable to Retail Licence		
43	Condition 4.1.1	Clause 4.15	In the case of a transfer to reverse an erroneous transfer, a network operator and all affected retailers (and, if applicable, AEMO) must act in good faith to ensure that the affected contestable customer has the same rights and obligations as if the erroneous transfer had not occurred.	4	As these situations arise, Perth Energy aim to minimise any impact on customers. A review of the Customer Complaints Registers over the audit period from July 2018 to June 2020 found no evidence of any complaints about erroneous transfers. The complaints procedure is documented in the Complaint Handling Procedure.	A	1



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
44	Condition 4.1.1	Clause 4.16	A verifiable consent given by a contestable customer in relation to the lodgement of a customer transfer request must be retained by the incoming retailer for two years, except in the case of a customer transfer request to reverse an erroneous transfer.	4	The Manager Business Support confirmed they retain copies of all verifiable consents for at least two years. This is documented in the Customer Privacy and Data Release procedure.	A	1
45	Condition 4.1.1	Clause 4.17	A previous retailer must not bill a contestable customer for charges incurred after the transfer time, except in the case of an erroneous transfer.	4	Billing ceases once meter reads from Western Power stop being received by Perth Energy, which occurs as soon as a Customer Transfer Request is processed. The procedure is documented in the Billing Finalisation - Electricity procedure.	A	1
46 to 47					Not used.		
48	Condition 4.1.1	Clause 5.2	A network's communication rules apply in respect of data and information communication between the network operator and a retailer under this Code.	4	Communication rules are part of standard Gentrack protocols and Perth Energy team training. No breaches were noted during the audit period.	A	1
48A	Condition 4.1.1	Clause 6.1	All notices must be in writing and delivered as described in subclauses 6.1(a)-(c).	4	All notices are provided from Perth Energy to Western Power electronically.	A	1
49	Condition 4.1.1	Clause 6.2	A licensee's notice in relation to a data request or customer transfer request must identify the connection point to which it relates.	4	All customer transfer or data requests must be made via Gentrack by NMI (or each exit point) - there is no alternative when using Gentrack.	A	1



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50 to 51					Not applicable to Retail Licence		
52	Condition 4.1.1	Clause 6.4(1)	A retailer must notify its contact details to a network operator within three business days of a request.	4	There were no requests made by Western Power for Perth Energy's contact details. Western Power has all contact details required.	NP	NR
53	Condition 4.1.1	Clause 6.4(2)	A retailer must notify the network operator of any change in its contact details at least three business days before the change takes effect.	4	There were no changes to Perth Energy's contact details over the audit period.	NP	NR
54	Condition 4.1.1	Clause 6.6	A network operator or a retailer must send required electronic communications to the applicable electronic communication address, in accordance with the communication rules.	4	Perth Energy only use Gentrack for all customer based requests that require electronic communication. Gentrack complies with the protocols required by the Code, including automated response messaging and availability.	A	1
55	Condition 4.1.1	Clause 7.1(1)	For a dispute in respect of a matter under, or in connection with, the Electricity Industry Customer Transfer Code, the disputing parties must meet, within five business days of a request by one of those parties, and attempt to resolve the dispute through negotiations that are conducted in good faith.	4	There were no disputes relating to the Code during the audit period. A review of the Customer Complaints Registers over the audit period from July 2018 to June 2020 found no evidence of any disputes relating to the Code.	NP	NR
56	Condition 4.1.1	Clause 7.1(2)	If the negotiations in 7.1(1) of the Electricity Industry Customer Transfer Code do not resolve the dispute within 10 days after the first meeting, the dispute must be referred to the senior	4	As per obligation 55.	NP	NR



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			executive officer of each disputing party who must attempt to resolve the dispute through negotiations that are conducted in good faith.				
57	Condition 4.1.1	Clause 7.1(3)	If the dispute is resolved, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	As per obligation 55.	NP	NR
58	Condition 4.1.1	Clause 7.2(4)	A disputing party that refers a dispute to the arbitrator must provide the arbitrator with prescribed details of the nature of the dispute.	4	As per obligation 55.	NP	NR
59	Condition 4.1.1	Clause 7.3(2)	A disputing party must, at all times, conduct itself in a manner that is directed towards achieving the objectives in clause 7.3(1) of the Electricity Industry Customer Transfer Code.	4	As per obligation 55.	NP	NR
60 to 67					Not applicable to Retail Licence		
68 to 71					Not used		
Electricity Industry (Obligation to Connect) Regulations 2005							
72 to 77					Not applicable to Retail Licence		
Electricity Industry (Customer Contracts) Regulations 2005							
78					Not used		



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79	Condition 4.1.1	Regulation 5	A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language.	4	Customers have the option of a Standard Form Electricity Contract or non-standard contract. The Manager Business Support confirmed that all customers have opted for the non-standard contract. This comprises an Electricity Supply Agreement – Application Terms and Conditions and a Schedule of Standard Terms and Conditions (Small Use) – Non-Standard Contract that comply with the requirements. The audit reviewed the non-standard contract and confirmed it is easy to read and expressed in clear, simple and concise language.	A	1
80	Condition 4.1.1	Regulation 6	A non-standard contract must specify when it comes into effect and the period for which it has effect.	4	The audit confirmed the Schedule of Standard Terms and Conditions refers to a Contract Start Date and Contract End Date.	A	1
81	Condition 4.1.1	Regulation 7	A non-standard contract must specify certain information about the retailer.	4	The audit confirmed the Electricity Supply Agreement, together with the Schedule of Standard Terms and Conditions contain the required information.	A	1
82	Condition 4.1.1	Regulation 8	A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract.	4	The audit confirmed the Schedule of Standard Terms and Conditions describes the supply of electricity service.	A	1



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83	Condition 4.1.1	Regulation 9	A non-standard contract must require the customer to pay for electricity supplied under the contract.	4	The audit confirmed the Schedule of Standard Terms and Conditions states the electricity charge, including the requirement that customers must pay for electricity supplied	A	1
84	Condition 4.1.1	Regulation 10	A non-standard contract must prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so.	4	The audit confirmed the Schedule of Standard Terms and Conditions prohibits the customer from tampering with or bypassing network equipment or allowing any other person to do so.	A	1
85	Condition 4.1.1	Regulation 11	A non-standard contract must describe the circumstances under which a retailer has the right to disconnect supply and is required to reconnect supply.	4	The audit confirmed the Schedule of Standard Terms and Conditions describes the disconnection and reconnection rights and obligations.	A	1
86	Condition 4.1.1	Regulation 12	A non-standard contract must require the retailer to deal with security deposits and the payment of interest in the manner that is specified.	4	The audit confirmed the Schedule of Standard Terms and Conditions describes the security deposit and payment of interest requirements if requested by Perth Energy.	A	1
87	Condition 4.1.1	Regulation 13	A non-standard contract must describe the retailer's obligations in relation to the provision of prices and tariff information.	4	The audit confirmed the Schedule of Standard Terms and Conditions states electricity prices and other charges as follows: "On request, Perth Energy will supply reasonable information about its Electricity Prices, including any alternative Electricity Prices that may be available to the Buyer, within 8 Business Days of receiving the Buyer's request."	A	1



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88	Condition 4.1.1	Regulation 14	A non-standard contract must describe the procedures to be followed by the retailer in relation to the preparation, issue and review of customer bills.	4	The audit confirmed the Schedule of Standard Terms and Conditions describes the invoices and payments, including bill reviews, adjustments and disputes.	A	1
89	Condition 4.1.1	Regulation 15	A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.	4	The audit confirmed the Schedule of Standard Terms and Conditions describes the required matters relating to termination of the contract.. The audit confirmed the Small Use Customer Information Pack states the 10 day cooling-off period available to customers.	A	1
90	Condition 4.1.1	Regulations 16 and 34	A non-standard contract must inform the customer that the provisions of the contract may be amended without the customer's consent and describe the process for amending the contract, including requirements for approval and the way in which the amendment will be published. The non-standard contract must require the retailer to notify the customer of any amendment to the contract.	4	The audit confirmed the Schedule of Standard Terms and Conditions includes process descriptions for changes in regulatory charges and change in law circumstances and requires that any amendments to the agreement between the licensee and the customer must be in writing and executed by both parties.	A	1
91	Condition 4.1.1	Regulation 17	A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent.	4	The audit confirmed the Schedule of Standard Terms and Conditions states the process for any assignment of rights and obligations with and without the customer's consent.	A	1



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92	Condition 4.1.1	Regulation 18	A non-standard contract must describe the procedures that must be followed by the retailer in responding to a complaint made by a customer.	4	The audit confirmed the Schedule of Standard Terms and Conditions refers to Perth Energy's Customer Complaints Policy and describes the process for handling disputes between the customer and the retailer. The process is stated in the Perth Energy Complaints Handling Procedure.	A	1
93	Condition 4.1.1	Regulation 19	A non-standard contract must specify the process that must be taken by the retailer to ensure information held by the retailer is treated confidentially.	4	The audit confirmed the Schedule of Standard Terms and Conditions describes the process to maintain confidentiality and confidential information.	A	1
94	Condition 4.1.1	Regulation 20	A non-standard contract must specify the governing legislation, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of electronic communication by the retailer.	4	The audit confirmed the Schedule of Standard Terms and Conditions states the governing law, enforceable provisions, notices and electronic communication.	A	1
95	Condition 4.1.1	Regulation 21	A non-standard contract must not include a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers unless it is authorised by the Code.	4	The audit confirmed the Schedule of Standard Terms and Conditions and Small Use Customer Information Pack acknowledge the Code of Conduct for the Supply of Electricity to Small Use Customers. The Schedule of Standard Terms and Conditions does not include any provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers.	A	1



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96	Condition 4.1.1	Regulation 32	A non-standard contract must include details about the cooling off period specified in the regulation.	4	The audit confirmed the Small Use Customer Information Pack and Schedule of Standard Terms and Conditions state the 10 day cooling-off period available to customers.	A	1
97	Condition 4.1.1	Regulation 33(2)	A non-standard contract must allow the customer to terminate the contract at any time with no less than 5 days' notice.	4	The audit confirmed that Perth Energy only use fixed term contracts.	NP	NR
98	Condition 4.1.1	Regulations 33(3) and (4)	A non-standard contract that is a fixed contract must describe the matters relating to the termination of the contract specified in the regulation.	4	The audit confirmed the Schedule of Standard Terms and Conditions details supply following the expiry of the agreement and liquidated damages for early termination. The Schedule of Standard Terms and Conditions references a customer's right to terminate the contract at any time, subject to a minimum 20 day notice period.	A	1
99					Not applicable to Retail Licence		
100	Condition 4.1.1	Regulation 38	If a licensee becomes aware of a customer taking a supply of electricity that is deemed to be supplied under the licensee's standard form contract, the licensee must notify the customer within 5 days after becoming aware of it and provide specified information.	4	This may occur if a business ends their operations from a particular premise and a new business starts consuming electricity without notifying Perth Energy. The Gentrack billing system routinely picks this up due to a sudden increase in electricity consumption, which prompts Perth Energy to contact the new business within 5 days to arrange a new non-standard contract.	A	1



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					<p>The standard form contract remains in effect by default, until such time as the customer agrees to a non-standard contract.</p> <p>Upon acceptance of a non-standard contract, Perth Energy backdate the agreement to the date the business moved in..</p> <p>The standard form contract would apply where a business new to a supply address elects to have their electricity supplied by another retailer. In this case, Perth Energy bill the customer for electricity consumed as per the standard contract, from the time they move in, until the time they transfer.</p>		
Electricity Industry Act 2004							
101	Condition 5.3.1	Section 13(1)	A licensee must provide the ERA with a performance audit conducted by an independent expert acceptable to the ERA, not less than once every 24 months.	4	<p>The audit confirmed the previous Performance Audit report was provided to the ERA in February 2019 for the audit period of 24 months from July 2016 to June 2018.</p> <p>This performance audit for the period from July 2018 to June 2020 has been initiated in accordance with the ERA's standard audit guidelines. The auditor was approved by the ERA. The final report is due by 31 October 2020.</p> <p>The procedure is documented in the Compliance and Non-Compliance Reporting Procedure.</p>	A	1
102 to 104					Not applicable to Retail Licence		



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105	Condition 4.2.1	ERA (Licensing Funding) Regulations 2014	A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the Economic Regulation Authority (Licensing Funding) Regulations 2014.	4	<p>The audit reviewed payments to the ERA for the period 1 July 2018 to 30 June 2020 and noted that invoices for the annual licence fees, standing charges and other invoices were paid by the due dates of 30 days from invoice date (as required by the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i>) with the exception of two quarterly standing charges (invoice 101912 \$35.30 dated 22/3/019 and invoice 101717 \$21.79 dated 11/9/2018) that were paid more than 30 days after the invoice date.</p> <p>This issue was reported in the GTL12 Performance Audit report in February 2020 and has been resolved by including a reminder in the Online WHS – Compliance List to ensure the payment of ERA invoices is within the 30-day legislative requirement.</p> <p>As this issue has been resolved, no further recommendation is made.</p>	B	2
106	Condition 4.1.1	Section 31(3)	A licensee must take reasonable steps to minimise the extent, or duration, of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.	4	<p>The audit confirmed that Perth Energy has taken reasonable steps to minimise the extent or duration of any interruption, suspension or restriction of the supply of electricity. No complaints have been received about interruptions to electricity supplies.</p> <p>Perth Energy has controls in place to ensure that they have the ability to communicate with their customers, and their customers can easily contact them and/or the Network Operator, Western Power (WP).</p>	A	1



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					<p>In the event of an accident, emergency, potential danger or unavoidable cause Perth Energy inform all of their customers to speak directly to WP to ensure that customers are provided with relevant information as quickly and efficiently as possible. The faults and emergencies contact on bills, statements and contracts is a WP number.</p> <p>The communication process allows Perth Energy to provide courtesy calls and emails to customers, via the customers dedicated account manager informing them of any accident, emergency, potential danger or other unavoidable causes.</p> <p>Perth Energy also has guidance set out in the Electricity Disconnections and Reconnections Procedure as well as their standard and non-standard form contract terms and conditions, listing the reasonable steps they as a licensee must take to minimise the extent of the event of the duration of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause.</p> <p>The audit also sighted the Perth Energy Crisis Management Plan – Preparation Procedure and Business Recovery Plan, and the Emergency Response Procedure – Main Office both of which have been reviewed in 2019/2020.</p>		



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107	Condition 4.1.1	Section 41(6)	A licensee must pay the costs of taking an interest in land or an easement over land.	4	The audit interviewed Manager Compliance and Risk and confirmed no interests or easements occurred in respect of land held by a public authority.	NP	NR
108	Condition 6.4.1	Section 54(1)	A retail or integrated regional licensee must not supply electricity to a small use customer otherwise than under a standard form contract or a non-standard form contract that complies with the Act.	4	The audit confirmed that Perth Energy only supply electricity to small use customers under their standard and non-standard form contracts. As per obligation 79, the Manager Business Support advised that all customers have opted to take a non-standard contract..	A	1
109	Condition 6.6.1	Section 54(2)	A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified.	4	There were no requests by the ERA to amend the standard form contract during the audit period.	NP	NR
110					Not applicable (as Perth Energy is not a supplier of last resort)		
111	Condition 6.1.1	Section 101	A retail, distribution or integrated regional licensee must not supply electricity to small use customers unless the licensee is a member of an approved scheme and is bound by, and compliant, with any decision or direction of the electricity ombudsman under the approved scheme.	4	The audit confirmed on the Energy and Water Ombudsman WA website and from review of invoices for annual charges during the audit period, that Perth Energy is a member of the Scheme. From review of the Complaints Register for the audit period, there was one complaint that has been referred to the Ombudsman but there have been no decisions or directions to be complied with as at the date of audit.	A	1
112 to 113					Not used.		



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114	Condition 6.3.1	Section 11	A licensee must ensure that an electricity marketing agent of the licensee complies with the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> .	4	Perth Energy do not have electricity marketing agents. However, they require all of their employees to complete induction training on the <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> . The obligations are documented in the Electricity and Gas Marketing Compliance Procedure and training of relevant staff is completed.	A	1
115					Not used.		
116	Condition 6.4.2	Section 11	A licensee must, if directed by the ERA, review the standard form contract and submit to the ERA the results of that review within the time specified.	4	There were no requests by the ERA to review the standard form contract during the audit period.	NP	NR
117	Condition 6.4.3	Section 11	A licensee must comply with any direction given by the ERA in relation to the scope, process and methodology of the standard form contract review.	4	There were no requests by the ERA to review the standard form contract during the audit period.	NP	NR
118	Condition 6.5.1	Section 11	A licensee can only amend the standard form contract with the ERA's approval.	3	The audit confirmed there were no amendments to the standard form contract during the audit period. The control is that the Standard Form Contract notes that any variations must be approved by the ERA. The audit confirmed that the Standard Contract on the Perth Energy website has been approved by the ERA.	A	NR
119	Condition 4.3.1	Section 11	A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards	4	The audit reviewed the Perth Energy Financial Statements for the year ending 31 March 2019 and confirmed that the Financial Statements	A	1



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			or equivalent International Accounting Standards.		comply with accounting standards and had an Unqualified Audit Opinion. On 2 September 2019, Perth Energy was acquired by AGL Energy Limited. The audit reviewed the AGL Financial Statements for the year ending 30 June 2020 and confirmed that the Financial Statements comply with accounting standards and had an Unqualified Audit Opinion.		
120	Condition 5.2.4	Section 11	A licensee must comply with any individual performance standards prescribed by the ERA.	4	Individual performance standards have not been prescribed by the ERA per the Licence.	NP	NR
121	Condition 5.3.2	Section 11	A licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit.	4	The previous Performance Audit report (February 2019) was accepted by the ERA. This audit will comply with the standard audit guidelines.	A	1
122					Not applicable to Retail Licence		
123	Condition 4.4.1	Section 11	In the manner prescribed, a licensee must notify the ERA, if it is under external administration or if there is a significant change in the circumstances that the licence was granted which may affect the licensee's ability to meet its obligations.	4	From discussions with the Manager Compliance and Risk and review of the audited Financial Reports for 2018/19 and 2019/20 as per obligation 119, the audit confirmed there were no external administration or going concern issues. The Perth Energy Group was acquired by AGL on 2 September 2019. The audit sighted the letter notifying the ERA which was within 10 business days of this occurring.	NP	1



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124	Condition 4.5.1	Section 11	A licensee must provide the ERA, in the manner prescribed, with any information that the ERA requires in connection with its functions under the Electricity Industry Act.	4	<p>The audit sighted the annual Compliance and Performance reports provided to the ERA for 2017/18 and 2018/19 and confirmed they were provided in the form required and by the due dates. The 2017/18 standing charge data was submitted late on 12 October 2018 (was due on 30 September 2018). This is considered a minor non-compliance and did not affect customers. There was also a delay in posting the energy efficiency information on the Perth Energy website but this was completed in August 2018.</p> <p>The previous GTL12 Performance Audit Report in February 2020 recommended the reminder system be enhanced and this has been completed. As this issue has been resolved, no further recommendation is made.</p> <p>There were no non-compliances reported in the 2019/20 Compliance Report.</p> <p>The control is the Compliance and Non-Compliance Reporting Procedure and the Online WHS - Compliance List (online reminder system). The obligation and due date are listed.</p>	A	2
125	Conditions 3.8.1 and 3.8.2	Section 11	A licensee must publish any information as directed by the ERA to publish, within the timeframes specified.	4	There has been no direction from the ERA to publish information in connection with its functions under the Electricity Industry Act during the audit period.	NP	NR
126	Condition 3.7.1	Section 11	All notices must be in writing, unless otherwise specified.	4	The audit confirmed with Perth Energy that all notices are provided in writing. Notices viewed included the compliance reports and performance reporting datasheets.	A	1



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127 to 128					Not applicable to Retail Licence		
Code of Conduct for the Supply of Electricity to Small-Use Customers 2018							
Marketing							
129					Not used.		
130	Condition 6.3.1	Code of Conduct Clause 2.2(1)	A retailer or electricity marketing agent must ensure that standard form contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.2(1).	4	As per obligation 100, the standard form contract would apply where a business new to a supply address elects to have their electricity supplied by another retailer. In this case, Perth Energy bill the customer for electricity consumed as per the standard contract, from the time they move in, until the time they transfer.	A	1
131	Condition 6.3.1	Code of Conduct Clause 2.2(1)	Subject to subclause 2.2(3), the retailer or electricity marketing agent must give to the customer the specified information in subclause 2.2(2) no later than on, or with, the customer's first bill.	4	The audit confirmed the required information is provided as part of the Small Use Customer Information Pack and Standard Form Contract.	A	1
132	Condition 6.3.1	Code of Conduct Clause 2.3(1)	A retailer or electricity marketing agent must ensure that non-standard contracts, which are not unsolicited consumer agreements, are entered into according to the manner set out, and the contract is provided as specified, in clause 2.3(1).	4	Through discussions with the Manager Business Support and review of relevant documentation, it was noted that Perth Energy ensure that they record the date that the non-standard form contract was entered into. Perth Energy also obtain verifiable consent from their customers that a contract has been entered into before the contract can progress, and a record of the customers verifiable consent is saved to their customer file.	B	1



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					<p>Perth Energy provide a copy of the non-standard contract and the relevant terms and conditions to a customer, at no charge, at the time the contract is entered into. In the event that the non-standard form contract was entered into over the telephone, a copy of the contract will be provided as soon as possible, but not more than 5 business days after contract was entered into. Therefore, complying with the requirements of the obligation.</p> <p>The audit confirmed that during the audit period, Perth Energy entered into only non-standard contracts with their small use gas customers.</p> <p>The control is that the required documentation is included in the Electricity and Gas Marketing Compliance Procedure.</p> <p>The previous audit noted that the contract execution flow chart does not reference the timeframe requirements of this clause (for providing signed copies of non-standard contracts to customers) The timeframes have been included in the New Gentrack Account and Electricity Transfer Procedure. As this recommendation has been implemented, no further recommendation is made.</p>		
133	Condition 6.3.1	Code of Conduct Clause 2.3(2)	A retailer or electricity marketing agent must ensure that the information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract.	4	<p>From discussion with the Manager Business Support and review of documentation, the audit confirmed that the required information is given to the customer as part of the introductory pack prior to entering into the contract.</p> <p>The control is that the required documentation is included in the Electricity and Gas Marketing</p>	A	1



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					Compliance Procedure, as well as the non-standard contract terms and conditions.		
134					Not applicable to Perth Energy.		
135	Condition 6.3.1	Code of Conduct Clause 2.3(5)	Subject to subclause 2.3(3), a retailer or electricity marketing agent must obtain the customer's verifiable consent that the specified information in subclause 2.3(2) and 2.3(4), as applicable, has been provided.	4	From discussion with the Manager Business Support and review of documentation, the audit confirmed that the customers' consent was obtained to confirm the required information has been given in the introductory pack. The customer consent is checked prior to processing the contract. The control is that the required documentation is included in the Electricity and Gas Marketing Compliance Procedure, as well as the non-standard contract.	A	1
136	Condition 6.3.1	Code of Conduct Clause 2.4(1)	A retailer or electricity marketing agent must ensure that the inclusion of concessions is made clear to residential customers and any prices that exclude concessions are disclosed.	4	The audit confirmed that Perth Energy does not supply residential customers with concessions.	NP	NR
137	Condition 6.3.1	Code of Conduct Clause 2.4(2)	A retailer or electricity marketing agent must provide contact details, including a telephone number, to a customer and ensure that the customer is able to contact the retailer or electricity marketing agent during normal business	4	The contact details of Perth Energy are published on the website and in the introductory pack. The audit confirmed that customers were able to contact Perth Energy during normal business hours of 9am to 5pm weekdays. There is also a 24-hour emergency number that was available during the audit period.	A	1



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			hours for the purposes of enquiries, verifications and complaints.		The contents of the pack are specified in the Electricity and Gas Marketing Compliance Procedure.		
138	Condition 6.3.1	Code of Conduct Clause 2.5(1)	A retailer or electricity marketing agent must, on request, provide a customer with the information specified in subclause 2.5(1).	4	The Manager Business Support confirmed that the specified contact numbers would be provided upon request from a customer. There were no requests from customers for the complaints telephone number in the audit period. This requirement is also stated in the Electricity and Gas Marketing Compliance Procedure.	A	NR
139	Condition 6.3.1	Code of Conduct Clause 2.5(2)	A retailer or electricity marketing agent who meets with a customer face to face must: <ul style="list-style-type: none"> wear a clearly visible and legible identity card showing the information specified in subclause 2.5(2)(a); and provide the written information specified in subclause 2.5(2)(b) as soon as practicable following a request by the customer. 	4	The Manager Compliance and Risk confirmed there has been no customer face to face marketing at the Perth Office but there have been some visits to premises for the purposes of marketing in the audit period. If there was any contact at the Perth Office, the employee would have an identity card. The audit confirmed that each sales representative has photo ID and a Gas Marketing ID number which they carry with them at all times including visits to premises. The requirements for identification and the information to be provided in writing are stated in the Electricity and Gas Marketing Compliance Procedure and are included in the training programme.	A	1
140	Condition 6.3.1	Code of Conduct Clause 2.6	A retailer or electricity marketing agent who visits a person's premises for the purposes of marketing must comply with any clearly visible signs indicating that canvassing is not permitted at the	4	Through our discussions with the General Manager, EMR, Regulation and Manager Compliance and Risk, it was noted that the requirement for employees who visit a premises for the purpose of marketing are covered in the	A	1



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			premises, or no advertising is to be left at the premises.		Electricity and Gas Marketing Compliance Procedure training. The obligation for employees to comply with any clearly visible signs that indicate that canvassing is not permitted, or that no advertising material is to be left at the premises is included and made apparent to Perth Energy employees upon conducting this training. The General Manager, EMR, Regulation and Manager Compliance and Risk confirmed that employees complied with any signs at a persons' premises were complied with. There were no complaints received in the audit period. The control is the Electricity and Gas Marketing Compliance Procedure.		
141	Condition 6.3.1	Code of Conduct Clause 2.9	An electricity marketing agent must keep a record of complaints from customers or persons who are contacted by, or on behalf of, the electricity marketing agent for the purposes of marketing; and provide the electricity ombudsman with all of the information that it has relating to a complaint, within 28 days of receiving a request for that information.	4	The General Manager, EMR, Regulation confirmed they have not used any gas marketing agents in the audit period.	NP	NR
142	Condition 6.3.1	Code of Conduct Clause 2.10	An electricity marketing agent must keep a record, or other information, required under the Code for at least 2 years after the last time that a customer or person was contacted by, or on behalf of, the electricity marketing agent, or after	4	The General Manager, EMR, Regulation confirmed they have not used any gas marketing agents in the audit period.	NP	NR



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			receipt of the last contact from, or on behalf of, the electricity marketing agent, whichever is later.				
Connection							
143	Condition 6.3.1	Code of Conduct Clause 3.1(1)	If a retailer agrees to sell electricity to a customer or arrange for the connection of the customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor.	3	The audit confirmed that customer requests for electricity supply are forwarded to the distributor, Western Power, There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. The process is documented in the New Gentrack Account and Electricity Customer Transfer procedure and the New Connections procedure.	A	1
144	Condition 6.3.1	Code of Conduct Clause 3.1(2)	Unless the customer agrees otherwise, a retailer must forward the customer's request for the Connection to the relevant distributor that same day, if the request is received before 3pm on a business day; or the next business day if the request is received after 3pm or on a weekend or public holiday.	3	There have been no complaints from customers associated with new connection requests not being submitted in a timely manner. The previous audit noted a minor non-compliance re clarifying the specific requirements re connection and reconnection timeframes in the procedures. As the New Gentrack Account & Electricity Customer Transfer procedure has been updated with the timeframes, no further recommendation is made.	B	1
Billing							
145	Condition 6.3.1	Code of Conduct Clause 4.1	A retailer must issue a bill no more than once a month and at least once every 3 months, except for the circumstances specified in subclause 4.1.	4	The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days.	A	1



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					Customer's with multiple sites/meters will still receive only one bill, despite meter reading data (possibly) being received several times each month. Review a sample of bills over the audit period confirmed compliance. The procedure is documented in the Electricity Billing Compliance Procedure.		
146	Condition 6.3.1	Code of Conduct Clause 4.2(1)	For the purposes of subclause 4.1(a)(ii), a retailer has given a customer notice if, prior to placing a customer on a shortened billing cycle, the retailer advises the customer of the information specified in subclause 4.2(1).	4	The Manager Business Support confirmed that no customers were placed on a shortened billing cycle. The procedure is documented in the Electricity Billing Compliance Procedure.	A	NR
147	Condition 6.3.1	Code of Conduct Clause 4.2(2)	If a residential customer informs a retailer that the customer is experiencing payment difficulties or financial hardship and the customer is assessed as experiencing payment difficulties or financial hardship, the retailer must not place that customer on a shortened billing cycle without that customer's verifiable consent.	4	The Manager Business Support confirmed there have been no residential customers that have claimed financial hardship during the audit period. The control is the Residential Customer Financial Hardship Policy and the Residential Financial Hardship Procedure and training. The previous audit noted that the restriction on placing a customer experiencing financial hardship on a shortened billing cycle was not documented in the procedure. As Perth Energy has updated the Residential Financial Hardship Procedure and training, no further recommendation is made.	A	NR



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148	Condition 6.3.1	Code of Conduct Clause 4.2(3)	A retailer must give a customer written notice of a decision to shorten the customer's billing cycle within 10 business days of making the decision.	4	The Manager Business Support confirmed that no customers were placed on a shortened billing cycle. The procedure is documented in the Electricity Billing Compliance Procedure.	A	NR
149	Condition 6.3.1	Code of Conduct Clause 4.2(4)	A retailer must ensure that a shortened billing cycle is for a period of at least 10 business days.	4	As per obligation 148.	A	NR
150	Condition 6.3.1	Code of Conduct Clause 4.2(5)	On request, a retailer must return a customer who is subject to a shortened billing cycle to the billing cycle that previously applied if the customer has paid 3 consecutive bills by the due date.	4	As per obligation 148.	A	NR
151	Condition 6.3.1	Code of Conduct Clause 4.2(6)	A retailer must inform a customer, who is subject to a shortened billing cycle, at least every 3 months about the conditions upon which the customer can be returned to the previous billing cycle.	4	As per obligation 148.	A	NR
152	Condition 6.3.1	Code of Conduct Clause 4.3(1)	Notwithstanding clause 4.1, on receipt of a request by a customer, a retailer may provide the customer with a bill that reflects a bill-smoothing arrangement with respect to any 12- month period.	4	The Manager Business Support confirmed that no customer requests for a bill smoothing arrangement were received over the audit period. The procedure is documented in the Electricity Billing Compliance Procedure.	A	NR
153	Condition 6.3.1	Code of Conduct Clause 4.3(2)	If a retailer provides a customer with a bill under a bill- smoothing arrangement, the retailer must ensure that the conditions specified in subclause 4.3(2) are met.	4	As per obligation 152.	A	NR



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154	Condition 6.3.1	Code of Conduct Clause 4.4	A retailer must issue a bill to a customer at the customer's supply address, unless the customer has nominated another address or an electronic address.	4	The billing address requirement is satisfied. The audit confirmed by review of a sample of bills that bills are sent to supply address, PO box where nominated or email address. The procedure is documented in the Electricity Billing Compliance Procedure.	A	1
155	Condition 6.3.1	Code of Conduct Clause 4.5(1)	A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.	4	Review of a sample of bills confirmed the minimum information has been provided. Perth Energy does not offer any concessions and therefore there is no statement regarding concessions available on the customer's bill. The prescribed information is documented in the Electricity Billing Compliance Procedure and Small Use Customer Information Pack.	A	1
156	Condition 6.3.1	Code of Conduct Clause 4.5(3)	If a retailer identifies and wishes to bill a customer for a historical debt, the retailer must advise the customer of the amount of the historical debt and its basis, before, with, or on the customer's next bill.	4	The audit confirmed from review of a sample of invoices that customers with historical debt are advised of this on each bill. The required information is part of the standard billing templates. This is also documented in the Electricity Billing Compliance Procedure.	A	1
157	Condition 6.3.1	Code of Conduct Clause 4.6	Subject to clauses 4.3 and 4.8, a retailer must base a customer's bill on the following: <ul style="list-style-type: none"> the distributor's or metering agent's reading of the meter at the customer's supply address; customer's reading of the meter in the circumstances specified in subclause 4.6(1)(b) the; or 	3	The audit confirmed by review of the electricity billing templates and a sample of bills, that they include reference to any estimated billings based on estimated meter readings provided by Western Power. The previous audit recommended that the electricity billing templates be upgraded to identify estimated meter readings. As this	B	1



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			<ul style="list-style-type: none"> if the connection point is a Type 7 connection point, the procedure is set out in the metrology procedure or Metering Code, or as set out in any applicable law. 		<p>recommendation has been implemented, no further recommendation is made.</p> <p>The Electricity Billing Compliance Procedure includes reference to the use of estimated meter readings.</p>		
158	Condition 6.3.1	Code of Conduct Clause 4.7	Other than in respect of a Type 7 connection, a retailer must use its best endeavours to ensure that the meter reading data is obtained as frequently as required to prepare its bills.	4	<p>The audit confirmed that the billing system is set up to issue bills on monthly cycles, no more frequently than once every 28 days and no less frequently than once every 64 days.</p> <p>Automated meters provide ongoing meter readings which are provided by Western Power.</p> <p>The Electricity Billing Compliance Procedure includes reference to obtaining meter readings as frequently as required..</p>	A	1
159	Condition 6.3.1	Code of Conduct Clause 4.8(1)	If a retailer is unable to reasonably base a bill on a reading of the meter, a retailer must give the customer an estimated bill.	3	<p>The audit confirmed by review of the electricity billing templates and a sample of bills, that they include reference to any estimated billings based on estimated meter readings provided by Western Power.</p> <p>The Electricity Billing Compliance Procedure and billing templates includes reference to the use of estimated meter readings.</p> <p>The previous audit recommended that the electricity billing templates be upgraded to identify estimated meter readings. As this recommendation has been implemented, no further recommendation is made.</p>	B	1



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160	Condition 6.3.1	Code of Conduct Clause 4.8(2)	In circumstances where a customer's bill is estimated, a retailer must clearly specify on the customer's bill the information required under subclause 4.8(2).	3	The audit confirmed by review of the electricity billing templates and a sample of bills, that they include reference to any estimated billings based on estimated meter readings provided by Western Power. The Electricity Billing Compliance Procedure and billing templates includes reference to the use of estimated meter readings. The required information per clause 4.8(2) is stated. The previous audit recommended that the electricity billing templates be upgraded to identify estimated meter readings. As this recommendation has been implemented, no further recommendation is made.	B	1
161	Condition 6.3.1	Code of Conduct Clause 4.8(3)	On request, a retailer must inform a customer of the basis and the reason for the estimation.	4	The Manager Business Support confirmed that Perth Energy did not receive any customer requests with respect to estimation over the audit period. The required information is stated in the Electricity Billing Compliance Procedure.	A	NR
162	Condition 6.3.1	Code of Conduct Clause 4.9	In accordance with clause 4.19, 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.	4	As Western Power replaces estimated meter readings with actuals, Perth Energy reflects this on customer bills with the necessary adjustments. The required information is stated in the Electricity Billing Compliance Procedure.	A	1
163	Condition 6.3.1	Code of Conduct Clause 4.10	If a customer satisfies the requirements specified in subclause 4.10, a retailer must use its best endeavours to replace an estimated bill with a bill based on an actual reading.	4	The Manager Business Support confirmed that Perth Energy did not estimate a customer's bill due to restricted meter access over the audit period.	NP	NR



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164	Condition 6.3.1	Code of Conduct Clause 4.11(1)	If a customer requests the meter to be tested, and pays a retailer's reasonable charge (if any) for doing so, a retailer must request the distributor or metering agent to do so.	4	The Schedule of Standard Terms and Conditions refers to Metering Errors and Verification. There were no complaints requesting meter testing in the audit period. The control is the Schedule to Electricity Supply Agreement: Standard Terms and Conditions, Small Use and the Electricity Billing Compliance Procedure.	A	NR
165	Condition 6.3.1	Code of Conduct Clause 4.11(2)	If the meter is tested and found to be defective, the retailer's reasonable charge for testing the meter (if any) is to be refunded to the customer.	4	There were no meter defects found during the audit period. The procedure is documented in the Electricity Billing Compliance Procedure.	A	NR
166	Condition 6.3.1	Code of Conduct Clause 4.12(1)	If a retailer offers alternative tariffs and a customer applies to receive an alternate tariff and demonstrates to the retailer that they satisfy the conditions of eligibility, a retailer must change the customer to an alternate tariff within 10 business days of the customer satisfying those conditions.	4	The Manager Business Support confirmed that Perth Energy does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract, also referred to in the non-standard contract. If alternate tariffs were to be offered, the procedure is documented in the Electricity Billing Compliance Procedure.	A	NR
167	Condition 6.3.1	Code of Conduct Clause 4.13	If a customer's electricity use changes, and the customer is no longer eligible to continue to receive an existing more beneficial tariff, a retailer must give the customer written notice prior to changing the customer to an alternative tariff.	4	The Manager Business Support confirmed that Perth Energy does not offer alternative tariffs. There is only one tariff offered in the Standard Form Contract, also referred to in the non-standard contract. If alternate tariffs were to be offered, the procedure including "more beneficial tariff" is documented in the Electricity Billing Compliance Procedure.	A	NR



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168	Condition 6.3.1	Code of Conduct Clause 4.14(1)	If a customer requests a retailer to issue a final bill at the customer's supply address, a retailer must use reasonable endeavours to arrange for that final bill in accordance with the customer's request.	4	The audit confirmed from review of a sample of final bills, that final bills are issued in accordance with the customers' request. This is documented in the non-standard contract and the Electricity Billing Compliance Procedure.	A	1
169	Condition 6.3.1	Code of Conduct Clause 4.14(2)	Subject to subclause 4.14(3), if a customer's account is in credit at the time of account closure, a retailer must, in accordance with the customer's instructions, transfer the amount of credit to another account that the customer has with the retailer or a bank account nominated by the customer, within 12 business days or other agreed time.	4	The Manager Business Support confirmed that if a customers' account is in credit at the time of closure, the customer is requested whether to transfer the credit to another account the customer has, or will have, or a bank account nominated by the customer, and this is paid within 12 business days of receiving the instructions or other such time as agreed with the customer. This procedure is documented in the Electricity Billing Compliance Procedure.	A	1
170	Condition 6.3.1	Code of Conduct Clause 4.14(3)	If a customer's account is in credit at the time of account closure and the customer owes a debt to a retailer, the retailer may use that credit to offset the debt owed to the retailer by giving the customer written notice. If any amount remains after the set off, the retailer must ask the customer for instructions to transfer the remaining amount in accordance with subclause 4.14(2).	4	The Manager Business Support confirmed that there have been no accounts in credit where a debt is also owed by the customer, in the audit period. Therefore, no set offs occurred. This procedure is documented in the Electricity Billing Compliance Procedure.	A	NR



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171	Condition 6.3.1	Code of Conduct Clause 4.15	<p>A retailer must review a customer's bill on request by the customer, subject to the customer paying:</p> <ul style="list-style-type: none"> that portion of the bill under review that the customer and a retailer agree is not in dispute; or an amount equal to the average amount of the customer's bill over the previous 12 months (excluding the bill in dispute) and any future bills that are properly due. 	4	<p>The Manager Business Support confirmed that bill reviews for small use customers have been completed when requested.</p> <p>This procedure is documented in the Electricity Billing Compliance Procedure.</p>	A	1
172	Condition 6.3.1	Code of Conduct Clause 4.16(1)(a)	<p>If a retailer has reviewed a customer's bill and is satisfied that the bill is correct, the retailer may require the customer to pay the unpaid amount.</p> <p>The retailer must advise the customer that the customer may request for a meter test in accordance with the applicable law; and also the existence and operation of the retailer's internal complaints handling processes and details of any applicable external complaints handling processes.</p>	3	<p>The right of a customer to obtain a meter test/dispute resolution is covered under the Electricity Supply Agreement - Standard Terms and Conditions (Metering Errors and Verification) and bill statement templates including both internal and external complaint handling details.</p> <p>There were no complaints requiring meter testing recorded in the Complaints Register for the audit period.</p> <p>The previous audit noted a minor non-compliance recovering Code requirements at the outcome of each bill review/complaint where no error is discovered. The bill review response template has been updated to include further options if the customer is not satisfied with the outcome. As this recommendation has been implemented, no further recommendation is made.</p>	A	NR



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					This procedure is documented in the Billing Procedures Overview and the Electricity Billing Compliance Procedure.		
173	Condition 6.3.1	Code of Conduct Clause 4.16(1)(b)	If a retailer has reviewed a customer's bill and is satisfied that the bill is incorrect, the retailer must adjust the bill in accordance with clauses 4.17 and 4.18.	4	There was one complaint in the Complaint Register for the audit period where the customer had been disconnected due to a misunderstanding of a transition. The customer was refunded past invoices to the disconnection date. This procedure is documented in the Electricity Billing Compliance Procedure.	A	1
174	Condition 6.3.1	Code of Conduct Clause 4.16(2)	A retailer must inform a customer of the outcome of the review of a bill as soon as practicable.	3	All requests for bill reviews during the audit period, as recorded in the Customer Complaints Registers, were completed within the maximum allowable timeframes. The previous audit noted a minor non-compliance re need to develop a more robust Complaint Register process that ensures dates are maintained and checked as part of an internal audit process. The complaint acknowledgement date of less than 10 working days is now stated in the Complaints Register headings. As this recommendations has been implemented, no further recommendation is made. The required timeframes are stated in the Complaint Handling Procedure.	B	1



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175	Condition 6.3.1	Code of Conduct Clause 4.16(3)	If a retailer has not informed a customer of the outcome of the review of a bill within 20 business days from the date of receipt of the request for review, the retailer must provide the customer with notification of the status of the review as soon as practicable.	3	Complaints are recorded in the Complaints Register. There were no complaints requiring review of a bill during the audit period. The complaint acknowledgement date of less than 10 working days is now stated in the Complaints Register headings. As this recommendations has been implemented, no further recommendation is made. The required timeframes are stated in the Complaint Handling Procedure.	B	NR
176	Condition 6.3.1	Code of Conduct Clause 4.17(2)	If a retailer proposes to recover an amount undercharged as a result of an error, defect, or default for which the retailer or distributor is responsible (including where a meter has been found to be defective), a retailer must do so in the manner specified.	4	There were no complaints recorded in the Complaints Register related to undercharges in the audit period. This procedure is documented in the Electricity Billing Compliance Procedure.	A	NR
176A					Not used.		
177	Condition 6.3.1	Code of Conduct Clause 4.18(2)	If a customer (including a customer who has vacated the supply address) has been overcharged as a result of an error, defect or default for which a retailer or distributor is responsible (including where a meter has been found to be defective), the retailer must: <ul style="list-style-type: none"> • use its best endeavours to inform the customer within 10 business days of the retailer becoming aware of the error, defect, or default; and • subject to subclauses 4.18(6) and 4.18(7), ask the customer for 	4	There were no complaints recorded in the Complaints Register for overcharges related to this obligation in the audit period. This procedure is documented in the Electricity Billing Compliance Procedure.	A	NR



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			instructions for the credit or repayment of the amount.				
178	Condition 6.3.1	Code of Conduct Clause 4.18(3)	A retailer must pay the amount overcharged in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	As per obligation 177.	A	NR
179	Condition 6.3.1	Code of Conduct Clause 4.18(4)	If instructions regarding repayment of an overcharged bill are not received within 5 business days of a retailer making the request, a retailer must use reasonable endeavours to credit the amount overcharged to a customer's account.	4	As per obligation 177.	A	NR
180	Condition 6.3.1	Code of Conduct Clause 4.18(6)	Where the amount overcharged is less than \$100, a retailer may proceed to deal with the matter as outlined in subclause 4.18(6).	4	As per obligation 177.	A	NR
181	Condition 6.3.1	Code of Conduct Clause 4.18(7)	A retailer may, by giving the customer written notice, use an amount overcharged to set off a debt owed to the retailer, provided that the customer is not a residential customer experiencing payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with the amount of	4	As per obligation 177.	A	NR



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			credit in accordance with subclauses 4.18(2) or 4.18(6), as applicable.				
182	Condition 6.3.1	Code of Conduct Clause 4.19(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 comply with the requirements specified in subclause 4.19(1).	4	The audit confirmed that recovery of undercharged amounts during the audit period is compliant with this obligation. This procedure is documented in the Electricity Billing Compliance Procedure.	A	1
183	Condition 6.3.1	Code of Conduct Clause 4.19(2)	If the meter is read under either clause 4.6 or clause 4.3(2)(d), and the amount of the adjustment is an amount owing to the customer, the retailer must: <ul style="list-style-type: none"> • use its best endeavours to inform the customer within 10 business days; and • subject to subclauses 4.19(5) and 4.19(7), ask the customer for instructions about the repayment of the amount. 	4	As Western Power replaces estimated meter readings with actuals, Perth Energy reflects this on customer bills with the necessary adjustments. The required information is stated in the Electricity Billing Compliance Procedure.	A	1
184	Condition 6.3.1	Code of Conduct Clause 4.19(3)	If a retailer receives instructions under subclause 4.19(2), the retailer must pay the amount in accordance with the customer's instructions within 12 business days of receiving the instructions.	4	There were no such instructions received in the audit period. The procedure is stated in the Electricity Billing Compliance Procedure.	A	NR
185	Condition 6.3.1	Code of Conduct Clause 4.19(4))	If a retailer does not receive instructions under subclause 4.19(2), within 5 business days of making the request, the retailer must use reasonable endeavours to	4	As per obligation 184.	A	NR



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			credit the amount of the adjustment to the customer's account.				
186	Condition 6.3.1	Code of Conduct Clause 4.19(7)	A retailer may, after notifying the customer in writing, use an amount of an adjustment to set off that customer's debt owed to the retailer, provided that the customer is not a residential customer in payment difficulties or financial hardship. If, after the set off, there remains an amount of credit, the retailer must deal with that amount in accordance with subclause 4.19(2) or, if the amount is less than \$100, subclause 4.19(5).	4	As per obligation 184.	A	NR
Payment							
187	Condition 6.3.1	Code of Conduct Clause 5.1	The due date on a bill must be at least 12 business days from the dispatch date of that bill unless otherwise agreed with a customer.	4	The audit confirmed by review of a sample of bills that the due date on the bill is at least 12 days from the date issued. This obligation is documented in the Electricity Bill Payments Compliance Procedure and Small Use Customer Information Pack.	A	1
188	Condition 6.3.1	Code of Conduct Clause 5.2	Unless otherwise agreed with a customer, a retailer must offer the customer at least the payment methods prescribed in clause 5.2.	4	Through discussion with the Manager Business Support and review of Perth Energy's website and inspection of the electricity bill template, it was noted that payment options available to customers include:	A	1



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					<ul style="list-style-type: none"> In person at a payment outlet located within the Local Government District of the customers supply address; by mail in the form of cheque; by Centrepay for residential customer; Pay or Credit Card; and Telephone by means of credit card or debit card. <p>This obligation is documented in the Small Use Customer Information Pack and the Electricity Bill Payments Compliance Procedure.</p>		
189	Condition 6.3.1	Code of Conduct Clause 5.3	Prior to commencing a direct debit facility, a retailer must obtain a customer's verifiable consent and agree with the customer the date of commencement of the facility and the frequency of the direct debits.	4	<p>The Manager Business Support advised the Account Manager 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. The audit sample testing of billing information confirmed the customers consent, commencement date and frequency were obtained for direct debit payments.</p> <p>This obligation is documented in the Electricity Bill Payments Compliance Procedure.</p>	A	1
190	Condition 6.3.1	Code of Conduct Clause 5.4	Upon request, a retailer must accept payment in advance from a customer. This will not require a retailer to credit any interest to the amounts paid in advance. Subject to clause 6.9, and unless otherwise agreed with a customer, the minimum amount	4	<p>The Manager Business Support confirmed no customers have requested Perth Energy to receive payments in advance over the audit period.</p> <p>This obligation is documented in the Electricity Bill Payments Compliance Procedure and the Residential Financial Hardship Procedure.</p>	A	NR



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			for an advance payment that a retailer will accept is \$20.				
191	Condition 6.3.1	Code of Conduct Clause 5.5	If, due to illness or absence, a residential customer is unable to pay by way of the methods described in clause 5.2, a retailer must offer to redirect the customer's bill to a third person at no charge.	4	This did not apply to Perth Energy's residential customers over the audit period.	NP	NR
192	Condition 6.3.1	Code of Conduct Clause 5.6(1)	A retailer must not charge a residential customer a late payment fee in the circumstances specified in subclause 5.6(1).	4	This did not apply to Perth Energy's residential customers over the audit period.	NP	NR
193	Condition 6.3.1	Code of Conduct Clause 5.6(2)	If a retailer has charged a late payment fee in the circumstances set out in subclause 5.6(1) (c) because the retailer was not aware of the complaint, the retailer must refund the late payment fee on the customer's next bill.	4	This did not apply to Perth Energy's residential customers over the audit period.	NP	NR
194	Condition 6.3.1	Code of Conduct Clause 5.6(3)	A retailer must not charge an additional late payment fee in relation to the same bill within 5 business days from the date of receipt of the previous late payment fee notice.	4	This did not apply to Perth Energy's residential customers over the audit period.	NP	NR
195	Condition 6.3.1	Code of Conduct Clause 5.6(4)	A retailer must not charge a residential customer more than 2 late payment fees in relation to the same bill or more than 12 late payment fees in a year.	4	This did not apply to Perth Energy's residential customers over the audit period.	NP	NR



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196	Condition 6.3.1	Code of Conduct Clause 5.6(5)	If a residential customer has been assessed as being in financial hardship, a retailer must retrospectively waive any late payment fee charged to this customer's last bill prior to the assessment being made.	4	This did not apply to Perth Energy's residential customers over the audit period.	NP	NR
197	Condition 6.3.1	Code of Conduct Clause 5.7(1)	A retailer must not require a customer, who has vacated a supply address, to pay for electricity consumed at the customer's supply address in the circumstances specified in subclause 5.7(1).	4	There were no instances of Perth Energy requiring a customer to pay for electricity after being notified of vacating their supply address. As soon as a customer advises Perth Energy, the NMI is detached from the customer account with the customer no longer being responsible for electricity consumed through that NMI. Billing is advised to terminate and issue final bill.	NP	NR
198	Condition 6.3.1	Code of Conduct Clause 5.7(2)	If a customer reasonably demonstrates to a retailer that the customer was evicted or otherwise required to vacate a supply address, a retailer must not require the customer to pay for electricity consumed at that supply address from the date the customer gave the notice to the retailer.	4	There were no instances of customers being evicted or required to vacate a supply address over the audit period.	NP	NR
199	Condition 6.3.1	Code of Conduct Clause 5.7(4)	Notwithstanding subclauses 5.7(1) and (2), a retailer must not require a previous customer to pay for electricity consumed at the supply address in the circumstances specified in subclause 5.7(4).	4	The Manager Business Support confirmed that customers have not paid for electricity from the date a new contract has been entered into for supply at that address to a new customer, the supply at that address has been transferred to a new retailer or the supply address is disconnected.	A	NR



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					This obligation is documented in the Electricity Bill Payments Compliance Procedure.		
200	Condition 6.3.1	Code of Conduct Clause 5.8(1)	A retailer must not commence proceedings to recover a debt from a residential customer who has informed the retailer in accordance with clause 6.1(1) that they are 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 while a residential customer continues to make payments under an alternative arrangement.	4	The Manager Business Support confirmed that no actions for recovery of debts from residential customers were commenced in the audit period. This obligation is documented in the Electricity Bill Payments Compliance Procedure and the Residential Hardship Procedure.	A	NR
201	Condition 6.3.1	Code of Conduct Clause 5.8(2)	A retailer must not recover, or attempt to recover, a debt from a person relating to a supply address other than the customer who the retailer has, or had, entered into a contract for the supply of electricity to that supply address.	4	The Manager Business Support confirmed that no actions for recovery of debts from residential customers were commenced in the audit period. This obligation is documented in the Electricity Bill Payments Compliance Procedure.	A	NR
201A	Condition 6.3.1	Code of Conduct Clause 5.8(3)	A retailer may transfer one customer's debt to another customer if requested by the customer owing the debt, providing the retailer obtains the other customer's verifiable consent to the transfer.	4	The Manager Business Support confirmed that no request for transfer of debt to another customer had been received in the audit period. This obligation is documented in the Electricity Bill Payments Compliance Procedure.	A	NR
Payment Difficulties and Financial Hardship							



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202	Condition 6.3.1	Code of Conduct Clause 6.1(1)	If a residential customer informs a retailer that the residential customer is experiencing payment problems, a retailer must assess whether the residential customer is experiencing payment difficulties or financial hardship within 5 business days; or, if the retailer cannot make the assessment within 5 business days, refer that customer to a relevant consumer representative to make the assessment.	4	Perth Energy only supplied two residential customers during the audit period. These customers have not informed Perth Energy of financial hardship. The procedures are documented in the Residential Customer Financial Hardship Policy and the Residential Financial Hardship Procedure and training.	A	NR
203	Condition 6.3.1	Code of Conduct Clause 6.1(3)	When undertaking an assessment under subclause 6.1(1)(a), a retailer must give reasonable consideration to the information prescribed in subclause 6.1(3)(a), or advice prescribed in subclause 6.1(3)(b), unless a retailer adopts an assessment from a relevant consumer representative.	4	As per obligation 202.	A	NR
204	Condition 6.3.1	Code of Conduct Clause 6.1(4)	Upon request, a retailer must advise a residential customer of the details and outcome of an assessment carried out under subclause 6.1(1).	4	As per obligation 202.	A	NR
205	Condition 6.3.1	Code of Conduct Clause 6.2(1)	If a residential customer is referred to a relevant consumer representative under subclause 6.1(1)(b), a retailer must grant a temporary suspension of actions for that customer.	4	As per obligation 202.	A	NR



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206	Condition 6.3.1	Code of Conduct Clause 6.2(2)	A retailer must not unreasonably deny a residential customer's request for a temporary suspension of actions if the customer informs the retailer about payment problems under clause 6.1 and the customer demonstrates that an appointment with a relevant consumer representative has been made.	4	As per obligation 202.	A	NR
207	Condition 6.3.1	Code of Conduct Clause 6.2(3)	A retailer must allow a temporary suspension of actions for a period of at least 15 business days.	4	As per obligation 202.	A	NR
208	Condition 6.3.1	Code of Conduct Clause 6.2(4)	A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative to allow additional time to assess a residential customer's capacity to pay.	4	As per obligation 202.	A	NR
209	Condition 6.3.1	Code of Conduct Clause 6.3(1)(a)	If a residential customer is assessed as experiencing payment difficulties, a retailer must offer the alternative payment arrangements referred to in subclause 6.4(1), and advise the residential customer that additional assistance may be available if the prescribed circumstances apply.	4	As per obligation 202.	A	NR
210	Condition 6.3.1	Code of Conduct Clause 6.3(1)(b)	If a residential customer is assessed as experiencing financial hardship, a retailer must offer the alternative payment arrangements referred to in	4	As per obligation 202.	A	NR



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			subclause 6.4(1)(b) and assistance in accordance with clauses 6.6 to 6.9.				
211	Condition 6.3.1	Code of Conduct Clause 6.4(1)(a)	If a residential customer is experiencing payment difficulties or financial hardship, a retailer must offer the residential customer additional time to pay a bill.	4	As per obligation 202.	A	NR
212	Condition 6.3.1	Code of Conduct Clause 6.4(1)(b)	If a residential customer is experiencing payment difficulties or financial hardship, a retailer must offer the residential customer an interest-free and fee-free instalment plan or other arrangement under which the residential customer is given additional time to pay a bill or to pay arrears (including any disconnection and reconnection charges), while being permitted to continue consumption.	4	As per obligation 202.	A	NR
213	Condition 6.3.1	Code of Conduct Clause 6.4(2)	When offering or amending an instalment plan to a residential customer experiencing payment difficulties or financial hardship, a retailer must comply with subclause 6.4(2).	4	As per obligation 202.	A	NR
214	Condition 6.3.1	Code of Conduct Clause 6.4(3)	If a residential customer accepts an instalment plan offered by a retailer, the retailer must provide the residential customer with the information specified in subclause 6.4(3)(a) within 5 business days, and notify the	4	As per obligation 202.	A	NR



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			residential customer of any amendments to the instalment plan at least 5 business days before they come into effect.				
215	Condition 6.3.1	Code of Conduct Clause 6.6(1)	A retailer must give reasonable consideration to a request by a customer experiencing financial hardship, or a relevant consumer representative, for a reduction of the customer's fees, charges or debt.	4	As per obligation 202.	A	NR
216	Condition 6.3.1	Code of Conduct Clause 6.6(2)	In giving reasonable consideration under subclause 6.6(1), a retailer should refer to the hardship procedures referred to in subclause 6.10(3).	4	As per obligation 202.	A	NR
217	Condition 6.3.1	Code of Conduct Clause 6.7	If it is reasonably demonstrated to a retailer that a customer experiencing financial hardship is unable to meet the customer's obligations under a payment arrangement, the retailer must give reasonable consideration to offering the customer an instalment plan or revising an existing instalment plan.	4	As per obligation 202.	A	NR
218	Condition 6.3.1	Code of Conduct Clause 6.8	A retailer must advise a customer experiencing financial hardship of the information specified in subclause 6.8(1).	4	As per obligation 202.	A	NR



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219	Condition 6.3.1	Code of Conduct Clause 6.9(1)	A retailer must determine the minimum payment in advance amount for residential customers experiencing payment difficulties or financial hardship in consultation with relevant consumer representatives, as referred to in subclause 5.4(3).	4	As per obligation 202.	A	NR
220	Condition 6.3.1	Code of Conduct Clause 6.10(1)	A retailer must develop a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer.	3	<p>The previous audit noted that Perth Energy did not have a formal Hardship Policy during the audit period.</p> <p>The policy and procedures were documented in the Residential Customer Financial Hardship Policy and the Residential Financial Hardship Procedure from January 2020. These comply with the Code of Conduct.</p> <p>As this recommendation has been implemented, no further recommendations is made.</p> <p>Perth Energy has also strengthened its training processes and internal review of compliance across the business. An online Compliance Register is maintained to track due dates and completion of obligations.</p>	B	2
221	Condition 6.3.1	Code of Conduct Clause 6.10(2)	A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2).	3	As per obligation 220.	B	2
222	Condition 6.3.1	Code of Conduct Clause 6.10(3)	A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 6.10(3).	3	As per obligation 220.	B	2



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223	Condition 6.3.1	Code of Conduct Clause 6.10(4)	If requested, a retailer must give residential customers and relevant consumer representatives a copy of the retailer's hardship policy, including by post, at no charge.	4	There were only two residential customers. A copy of Perth Energy's financial hardship policy was not requested during the audit period. The procedures are documented in the Residential Customer Financial Hardship Policy and the Residential Financial Hardship Procedure and training.	A	NR
224					Not used.		
225	Condition 6.3.1	Code of Conduct Clause 6.10(6)	If directed by the ERA, a retailer must review its hardship policy and hardship procedures in consultation with relevant consumer representatives and submit the results of that review to the ERA within 5 business days after it is completed.	4	There was no direction from the ERA during the audit period. Perth Energy's first financial hardship policy was being drafted during the previous audit period.	A	NR
226	Condition 6.3.1	Code of Conduct Clause 6.10(7)	A retailer must comply with the ERA's Financial Hardship Policy Guidelines.	3	As per obligation 220. Neither of the two residential customers claimed financial hardship.	B	2
227	Condition 6.3.1	Code of Conduct Clause 6.10(8)	If a retailer makes a material amendment to its hardship policy, the retailer must consult with relevant consumer representatives and submit a copy of the retailer's amended hardship policy to the ERA within 5 business days of the amendment.	4	As per obligation 220. There were no amendments during the audit period.	A	NR
228	Condition 6.3.1	Code of Conduct Clause 6.11	A retailer must consider any reasonable request for alternative payment arrangements from a business customer who is experiencing payment difficulties.	4	Perth Energy has a Financial Hardship Policy and has considered all payment arrangement requests from business customers experiencing payment difficulties during the audit period.	A	1



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					There have been a number of request re payment arrangements due to the COVID-19 pandemic. There have been no complaints re payment arrangements recorded in the Complaints Register in the audit period. The procedures are documented in the Billing Procedures Overview and the Customer Financial Hardship Policy.		
Disconnection & Interruption							
229	Condition 6.3.1	Code of Conduct Clause 7.1(1)	Prior to arranging for a disconnection of a customer's supply address for failure to pay a bill, a retailer must give the customer a reminder notice, which contains the information specified in subclause 7.1(1)(a), not less than 15 business days from the dispatch date of the bill. The retailer must use its best endeavours to contact the customer to advise of the proposed disconnection and give the customer a disconnection warning, in the manner and timeframes specified in subclause 7.1(1)(c).	4	Per the Customer Complaints Register, there were no complaints re disconnections due to failure to pay a bill, in the audit period. There have been disconnections due to failure to pay a bill and in all cases, reminder notices have been issued. The procedure is documented in the Electricity Disconnections and Reconnections Procedure.	A	1
230	Condition 6.3.1	Code of Conduct Clause 7.2(1)	A retailer must not arrange for a disconnection of a customer's supply address for failure to pay a bill in the circumstances specified in subclause 7.2(1).	4	Perth Energy did not report any disconnections of a customer's supply address under the circumstances of this clause, including failure to pay a bill due to errors in the bill, etc.. The procedure is documented in the Electricity Disconnections and Reconnections Procedure.	A	NR



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231	Condition 6.3.1	Code of Conduct Clause 7.3	In relation to dual fuel contracts, a retailer must not arrange for disconnection of a residential customer's supply address for failure to pay a bill within 15 business days from the date of disconnection of that customer's gas supply.	4	There were no dual fuel contracts during the audit period.	NP	NR
232	Condition 6.3.1	Code of Conduct Clause 7.4(1)	Unless the conditions specified in subclause 7.4(1) are satisfied, a retailer must not arrange for the disconnection of a customer's supply address for denying access to the meter.	4	Perth Energy did not report any disconnections for denying access to the meter during the audit period. Generally, Perth Energy will only disconnect on the grounds of safety, illegal activity, or non-payment. The procedure re disconnection due to denial of access to a meter is set out in the Electricity Disconnections and Reconnections Procedure and complies with the Code.	A	NR
233					Not applicable to Retail Licence		
234	Condition 6.3.1	Code of Conduct Clause 7.6	Subject to subclause 7.6(3), a retailer or distributor must comply with the limitations specified in subclauses 7.6(1)-(2) when arranging for disconnection or disconnecting a customer's supply address.	2	There is one customer with persons residing at their address that require life support equipment. This customer is recorded in the Perth Energy Life Support Register. There have been no disconnections of this customer in the audit period. The prohibitions on disconnection are documented in the Electricity Disconnections and Reconnections Procedure.	A	NR



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235	Condition 6.3.1	Code of Conduct Clause 7.7(1)	If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the customer's supply address requires life support equipment, the retailer must comply with subclause 7.7(1).	2	<p>The audit sighted the registration of the customer's address, contact details and the notification to Western Power of the customer with persons residing at the address requiring life support equipment.</p> <p>The previous audit recommended that Perth Energy update the life support register and the Procedure for Life Support Customers to remove the requirement to register details of the life support equipment of the customer. As this has been completed, no further recommendation is made.</p> <p>The procedure is documented in the Procedure for Life Support Customers and the WP Sensitive Customers/ Life Support Procedure.</p>	B	1
236	Condition 6.3.1	Code of Conduct Clause 7.7(2)	<p>A retailer must undertake the actions specified in subclauses 7.7(2)(e)-(g), if a customer registered with a retailer under subclause 7.7(1) notifies the retailer:</p> <ul style="list-style-type: none"> that the person requiring life support equipment is changing supply address; that the customer, but not the person requiring life support equipment, is changing supply address; of a change in contact details; or 	2	<p>There is one customer with persons residing at their address that require life support equipment. There have been no changes to the customer address, persons' address or other contact details.</p> <p>The procedure is documented in the Procedure for Life Support Customers and the WP Sensitive Customers/ Life Support Procedure.</p>	A	NR



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			<ul style="list-style-type: none"> that the address no longer requires registration as life support equipment address. 				
237 to 239					Not applicable to Retail Licence		
240	Condition 6.3.1	Code of Conduct Clause 7.7(6)	A retailer must contact the customer to ascertain whether life support equipment is required or to request re-certification in the timeframe, manner and circumstances specified in subclause 7.7(6).	3	<p>From review of the Life Support Register with one current customer registered, there were no re-certifications due in this audit period.</p> <p>The previous audit noted a minor non-compliance re ensuring that contact with life support customers at 12 months after initial certification is recorded in accordance with the Code and that validation dates are recorded.</p> <p>As the Life Support Register has been updated with the validation date and re-certificate dates due, no further recommendation is made in this audit..</p>	B	NR
241	Condition 6.3.1	Code of Conduct Clause 7.7(7)	A retailer or a distributor must remove the customers' details from the life support equipment register in the circumstances and timeframes specified in subclause 7.7(7).	4	<p>As per obligation 235, customers must provide written notice to Perth Energy within 5 business days of a person previously requiring life support equipment, no longer residing at the site. This obligation is part of the Schedule of Standard Terms and Conditions.</p> <p>The audit did not find any evidence that customers had been removed from the life support register in breach of this obligation.</p> <p>The licensee made contact with the customers in accordance with the Code of Conduct and there</p>	B	1



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					<p>was no evidence to show that any customer should have been removed.</p> <p>The previous audit recommended that the Life Support Register include the full date of removal as evidence to ensure compliance with Code timeframes. As the Register includes the removal date and uses a separate worksheet for removed customers, no further recommendation is made.</p>		
Reconnection							
242	Condition 6.3.1	Code of Conduct Clause 8.1(1)	A retailer must arrange to reconnect a customer's supply address if the customer remedies their breach, makes a request for reconnection and pays the retailer's reasonable charges (if any) for reconnection, or accepts an offer of an instalment plan for the retailer's reasonable charges.	4	<p>As per Customer Complaints Register, there have been no complaints re reconnection after a disconnection in the audit period.</p> <p>The procedure is documented in the Electricity Disconnections and Reconnections Procedure.</p>	A	1
243	Condition 6.3.1	Code of Conduct Clause 8.1(2)	A retailer must forward the request for reconnection to the relevant distributor within the timeframes specified in subclause 8.1(2).	3	<p>There have been no customer complaints related to a late reconnection. There was one request for a reconnection in the audit period. This was forwarded to the distributor, Western Power, within the required timeframe (and reconnected on the same day).</p> <p>The previous audit noted that the process for reconnection does not reference the submission time requirements of this clause. As the Electricity Disconnections and Reconnections Procedure includes the timing of submission of</p>	B	1



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					the request to Western Power, no further recommendation is made..		
243A					Not used		
244					Not applicable to Retail Licence		
Prepayment Meters							
245	Condition 6.3.1	Code of Conduct Clause 9.1(2)	A distributor may only operate a pre-payment meter and a retailer may only offer a pre-payment meter service in an area that has been declared by the Minister by notice published in the <i>Government Gazette</i> .	4	Prepayment meters are not used by Perth Energy..	NP	NR
246	Condition 6.3.1	Code of Conduct Clause 9.2(1)	A retailer must not provide a pre-payment meter service at a residential customer's supply address without the verifiable consent of the customer or the customer's nominated representative.	4	As per obligation 245.	NP	NR
247	Condition 6.3.1	Code of Conduct Clause 9.2(2)	A retailer must establish an account for each pre-payment meter operating at a residential customer's supply address.	4	As per obligation 245.	NP	NR
248					Not used.		



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249	Condition 6.3.1	Code of Conduct Clause 9.3(1)	If a residential customer requests information on the use of a pre-payment meter, a retailer must advise the information specified in subclause 9.3(1) at no charge, and in clear, simple and concise language.	4	As per obligation 245.	NP	NR
250	Condition 6.3.1	Code of Conduct Clause 9.3(2)	No later than 10 business days after the time a residential customer enters into a pre-payment meter contract at that customer's supply address, a retailer must give, or make available to, that customer the information specified in subclauses 9.3(1) and 9.3(2)(a)-(s) at no charge.	4	As per obligation 245.	NP	NR
251	Condition 6.3.1	Code of Conduct Clause 9.3(3)	A retailer must ensure that the following information is shown on, or directly adjacent to, a residential customer's pre-payment meter: <ul style="list-style-type: none"> the positive or negative financial balance of the pre-payment meter within one dollar (\$1) of the actual balance; whether the pre-payment meter is operating on normal credit or emergency credit; a telephone number for enquiries; and the distributor's 24-hour telephone number for faults and emergencies. 	4	As per obligation 245.	NP	NR



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252	Condition 6.3.1	Code of Conduct Clause 9.3(4)	On request and at no charge, a retailer must give a pre-payment meter customer the following information: total energy consumption; average daily consumption; and the average daily cost of consumption for the previous 2 years, or since the commencement of the pre-payment meter contract (whichever is shorter), divided into quarterly segments.	4	As per obligation 245.	NP	NR
253	Condition 6.3.1	Code of Conduct Clause 9.3(5)	If the recharge facilities available to a residential customer change from the initial recharge facilities referred to in subclause (2)(r), a retailer must use reasonable endeavours to notify a pre-payment meter customer in writing or by electronic means within 10 business days of the change.	4	As per obligation 245.	NP	NR
254	Condition 6.3.1	Code of Conduct Clause 9.4(1)	If a pre-payment meter customer notifies a retailer that it wants to replace or switch a pre-payment meter to a standard meter, the retailer must: <ul style="list-style-type: none"> send the information referred to in clauses 2.3 and 2.4 to the customer; and arrange with the relevant distributor to remove or render non-operational the pre-payment meter and replace or switch the pre-payment meter to a 	4	As per obligation 245.	NP	NR



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			standard meter within 1 business day of the request.				
255	Condition 6.3.1	Code of Conduct Clause 9.4(2)	A retailer must not charge for reversion to a standard meter if a pre-payment customer is a residential customer and that customer, or their nominated representative, requests reversion of a pre-payment meter within 3 months of its installation or the date the customer agreed to enter into the pre-payment contract, whichever is later.	4	As per obligation 245.	NP	NR
256					Not applicable to Retail Licence		
257	Condition 6.3.1	Code of Conduct Clause 9.5(1)	If a customer provides a retailer with confirmation from an appropriately qualified medical practitioner that a person residing at the supply address requires life support equipment, a retailer must not provide a pre-payment meter service in that address; or, if applicable, comply with the prescribed requirements in subclauses 9.5(1)(a)-(c).	2	Prepayment meters are not used by Perth Energy..	NP	NR
258					Not applicable to Retail Licence		
259	Condition 6.3.1	Code of Conduct Clause 9.6	A retailer must ensure that a pre-payment meter service complies with the prescribed requirements in subclause 9.6.	4	As per obligation 257.	NP	NR



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260	Condition 6.3.1	Code of Conduct Clause 9.7(a), (b) and (d)	A retailer must ensure that: <ul style="list-style-type: none"> at least 1 recharge facility is located as close as practicable to a pre-payment meter, and in any case no further than 40 kilometres away; a pre-payment meter customer can access a recharge facility at least 3 hours per day, 5 days a week; and the minimum amount to be credited by a recharge facility does not exceed \$20 per increment. 	4	As per obligation 257.	NP	NR
261	Condition 6.3.1	Code of Conduct Clause 9.8	If a pre-payment meter customer demonstrates to a retailer that the customer is entitled to receive a concession, the retailer must ensure that the pre-payment meter customer receives the benefit of the concession.	4	As per obligation 257.	NP	NR
262	Condition 6.3.1	Code of Conduct Clause 9.9(1)	If requested by a pre-payment meter customer, a retailer must make immediate arrangements to check the metering data; test the pre-payment meter; and/or arrange for a test of the metering installation at the connection point.	4	As per obligation 257.	NP	NR
263					Not applicable to Retail Licence		



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264	Condition 6.3.1	Code of Conduct Clause 9.9(4)	If a pre-payment meter is found to be inaccurate or not operating correctly, a retailer must: immediately arrange for the repair or replacement of the pre-payment meter; correct any overcharging or undercharging; and refund any charges payable by a customer for testing the pre-payment meter.	4	As per obligation 257.	NP	NR
265	Condition 6.3.1	Code of Conduct Clause 9.10(1)	Subject to a pre-payment meter customer notifying a retailer of the proposed vacation date, the retailer must ensure that the pre-payment customer can retrieve all remaining credit at the time that customer vacates the supply address.	4	As per obligation 257.	NP	NR
266	Condition 6.3.1	Code of Conduct Clause 9.10(2)	If a pre-payment meter customer (including a customer who has vacated the supply address) has been overcharged as a result of an act or omission of a retailer or distributor, the retailer must use its best endeavours to inform and reimburse the pre-payment meter customer, (except in the circumstances in clause 9.10(7)) in the timeframe and manner specified.	4	As per obligation 257.	NP	NR
267	Condition 6.3.1	Code of Conduct Clause 9.10(3)	The retailer must pay the amount in accordance with the pre-payment meter customer's instructions within 12 business days of receiving the instructions.	4	As per obligation 257.	NP	NR



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268	Condition 6.3.1	Code of Conduct Clause 9.10(4)	If a retailer does not receive reimbursement instructions within 20 business days of making the request, the retailer must use reasonable endeavours to credit the amount overcharged to the customer's account.	4	As per obligation 257.	NP	NR
269	Condition 6.3.1	Code of Conduct Clause 9.10(6)	If a retailer proposes to recover an amount undercharged to a pre-payment meter customer as a result of an act or omission by the retailer or distributor, the retailer must comply with the conditions specified in subclause 9.10(6).	4	As per obligation 257.	NP	NR
270	Condition 6.3.1	Code of Conduct Clause 9.11(1)	A retailer must give reasonable consideration to a request by a residential customer or relevant consumer representative for a waiver of any fee to replace or switch a pre-payment meter to a standard meter.	4	As per obligation 257.	NP	NR
271	Condition 6.3.1	Code of Conduct Clause 9.11(2)	If a retailer is informed by a pre-payment meter customer that the customer is experiencing payment difficulties or financial been disconnected in the manner specified in subclause 9.11(2)(b), the retailer must, subject to subclause 9.11(3), use its best endeavours to contact the customer as soon as reasonably practicable to provide the information prescribed in subclause 9.11(2)(d)-(g).	4	As per obligation 257.	NP	NR



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Information & Communication							
272	Condition 6.3.1	Code of Conduct Clause 10.1(1)	A retailer must give notice of any variations in its tariffs, fees and charges, to each of its customers affected by the variation no later than the next bill in the customer's billing cycle.	4	<p>The Small Use Customer Information Pack given to the customer when a new account is opened, as sighted in the audit, gives notice that tariffs are subject to annual CPI increases.</p> <p>The Manager Business Support confirmed that any changes to tariffs due to CPI increases are notified no later than the next bill in the customers' billing cycle. The audit confirmed this by review of a sample of bills during the audit period.</p> <p>This procedure is documented in the Electricity and Gas Marketing Compliance Procedure.</p>	A	1
273	Condition 6.3.1	Code of Conduct Clause 10.1(2)	On request and at no charge, a retailer must give or make available to a customer reasonable information on its tariffs, fees and charges, including any alternative tariffs that may be available to that customer.	4	<p>Tariff information is in the Small Use Customer Information Pack, and available free on request. There is no alternative tariff available.</p> <p>The Manager Business Support confirmed that there have been requests for tariff information in the audit period and customers are referred to the tariff information on the website. This information is provided free of charge.</p>	NP	1
274	Condition 6.3.1	Code of Conduct Clause 10.1(3)	A retailer must give or make available to a customer the information requested on tariffs, fees and charges within 8 business days of the date of receipt and, if requested, provide the information in writing.	4	<p>The Manager Business Support confirmed that there have been requests for tariff information in the audit period and customers are referred to the tariff information on the website which is available the same day as the request. There have been no requests to provide the information in writing.</p>	NP	1



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275	Condition 6.3.1	Code of Conduct Clause 10.2(1)	On request, a retailer must provide a non-contestable customer with their billing data.	4	Not Applicable – All Perth Energy customer are contestable.	N/A	N/A
276	Condition 6.3.1	Code of Conduct Clause 10.2(2)	If a non-contestable customer requests billing data for a period less than the previous 2 years and no more than once a year, or in relation to a dispute with a retailer, the retailer must provide the data at no charge.	4	Not Applicable – All Perth Energy customer are contestable.	N/A	N/A
277	Condition 6.3.1	Code of Conduct Clause 10.2(3)	A retailer must give the requested billing data under subclause 10.2(1) within 10 business days of the receipt of the request, or on payment of the retailer's reasonable charge for providing this data.	4	Not Applicable – All Perth Energy customer are contestable.	N/A	N/A
278	Condition 6.3.1	Code of Conduct Clause 10.2(4)	A retailer must keep a non-contestable customer's billing data for 7 years.	4	Not Applicable – All Perth Energy customer are contestable.	N/A	N/A
279	Condition 6.3.1	Code of Conduct Clause 10.3	On request and at no charge, a retailer must provide a residential customer with information on the types of concessions available to the residential customer and the name and contact details of the organisation responsible for administering those concessions (if not the retailer).	4	The Manager Business Support confirmed that information on concessions and contact organisations is provided to customers free on request and on the same day of the request. There were no requests received in the audit period.	NP	NR



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280	Condition 6.3.1	Code of Conduct Clause 10.3A	At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment.	3	<p>The previous audit noted a minor non-compliance re sending and retaining evidence of the annual communication with customers referring to Perth Energy's obligations under Part 14 of the Code.</p> <p>Evidence of annual customer notification was requested for the audit period, but was not provided by PE.</p> <p><u>Recommendation 1/2020</u></p> <p>a. <i>Perth Energy should issue the annual notification of the availability of service payments under Part 14 of the Code of Conduct for the Supply of Electricity to Small Use Customers to all small-business customers as soon as possible and thereafter annually.</i></p> <p>b. <i>The annual notification to small use customers of the availability of service payments if not satisfied with the service levels should be included in the Compliance Register as a reminder.</i></p>	C	2
281	Condition 6.3.1	Code of Conduct Clause 10.4	On request and at no charge, a retailer must give, or make available to, a customer general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.	4	<p>This information is available on the website and the Manager Business Support confirmed this is provided on request.</p> <p>The procedure is documented in the Energy Efficiency Information.</p>	A	1



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282	Condition 6.3.1	Code of Conduct Clause 10.5	If asked by a customer for information relating to the distribution of electricity, a retailer must give the information to the customer or refer the customer to the relevant distributor for a response.	4	The Manager Business Support confirmed that information would be given to customers free on request and on the same day of the request.	NP	1
283 to 289					Not applicable to Retail Licence		
290	Condition 6.3.1	Code of Conduct Clause 10.9	To the extent practicable, a retailer and distributor must ensure that any written information that must be given to a customer by the retailer or distributor or its electricity marketing agent under the Code of Conduct is expressed in clear, simple, concise language and in a format that is easy to understand.	4	The audit confirmed that the Small Use Customer Information pack given to the customer and sighted in the audit is clear, simple and concise and easy to understand. Other information provided to the customer and that is available on the website was reviewed and confirmed as being in a format that makes it easy to understand.	NP	1
291	Condition 6.3.1	Code of Conduct Clause 10.10(1)	On request, a retailer and a distributor must inform a customer how to obtain a copy of the Code of Conduct.	4	The Small Use Customer Information pack given to the customer and sighted in the audit advises how customers can obtain a copy of the Code of Conduct. The Code of Conduct is on the Perth Energy website. The Manager Compliance and Risk confirmed that customers are advised how to obtain these documents, on request and free of charge. There were no formal requests during the audit period.	A	NR
292	Condition 6.3.1	Code of Conduct Clause 10.10(2)	A retailer and distributor must make electronic copies of the Code of Conduct available on their websites, at no charge.	4	The Code of Conduct is available on the Perth Energy website free of charge. The Small Use Customer Information pack given to the customer and sighted in the audit advises	A	1



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					how customers can obtain a copy of the Code of Conduct		
293					Not used		
294	Condition 6.3.1	Code of Conduct Clause 10.11(1)	On request and at no charge, a retailer and a distributor must make services available to a residential customer to assist the residential customer to interpret information provided by the retailer or distributor (including independent multi-lingual and TTY services, and large print copies).	4	The information is in the Small Use Customer Information pack, on customer bills and the Small Use Customer Information pack is on the Perth Energy website. No requests were received in the audit period.	A	NR
295	Condition 6.3.1	Code of Conduct Clause 10.11(2)	For residential customers, a retailer and, if appropriate, a distributor, must include the information prescribed in subclause 10.11(2)(a) on its bills and bill-related information, reminder notices and disconnection warnings.	4	The audit reviewed a sample of bills, overdue notices and disconnection notices and confirmed the required information is included on the bills and notices, including residential customers. The billing information is documented in the Electricity Billing Compliance Procedure.	A	1
296					Not applicable to Retail Licence		
297	Condition 6.3.1	Code of Conduct Clause 10.12(2)	On request, a retailer must advise a customer of the availability of different types of meters or refer the customer to the relevant distributor for a response.	4	No request was received by Perth Energy during the audit period.	NP	NR
Complaints & Dispute Resolution							



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298	Condition 6.3.1	Code of Conduct Clause 12.1(1)	A retailer and distributor must develop, maintain and implement an internal process for handling complaints and resolving disputes.	4	<p>The audit confirmed with the Manager Business Support and by review of the Complaints Register, that there is an internal process for handling complaints and resolving disputes.</p> <p>The audit sighted the Complaints Handling Procedure and Customer Service Charter. An online complaint form, the charter and an overview of the process are available on the website.</p> <p>The Schedule of Standard Terms and Conditions includes details on Dispute Resolution and Expert Determination.</p> <p>Contact details for making internal (PE) and external complaints (Ombudsman) are included on standard bill templates.</p>	A	1
299	Condition 6.3.1	Code of Conduct Clause 12.1(2)	The complaints handling process under subclause 12.1(1) must comply with the requirements specified in subclauses 12.1(2)(a), (b) and (c) and be made available at no cost.	3	<p>There was one complaint from small use customers recorded in the Complaints Register in the audit period. Review of this complaint confirmed the complaints were actioned in accordance with the requirements of this obligation.</p> <p>The audit sighted the Customer Service Charter on the website and Complaints Handling Form. The complaints handling process is documented in the Customer Complaint Handling Procedure and complies with AS/NZS 10002:2014. Perth Energy confirmed that the complaints handling process is available to customers at no cost.</p> <p>The previous audit noted a minor non-compliance re need to develop a more robust Complaint Register process that ensures dates</p>	B	1



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					are maintained and checked as part of an internal audit process. As the Complaints Register includes the required acknowledgement date of less than 10 working days, no further recommendation is made. The procedure is documented in the Customer Complaint Handling Procedure including acknowledging a complaint within 2 business days (within the required 10 working days) and responding within 15 days or at most 20 days which complies with this obligation.		
300	Condition 6.3.1	Code of Conduct Clause 12.1(3)	A retailer or a distributor must advise the customer in accordance with subclause 12.1(3).	3	Review of the complaints recorded in the Complaints Register for small use customers confirmed one complaint had been resolved and the other complaint was in progress. No referral to a senior manager or alternative dispute resolution was necessary. The procedure and alternatives if the customer is not satisfied with the outcome are documented in the Customer Complaint Handling Procedure. The previous audit noted a minor non-compliance re having a template response covering the Code's requirement's on each complaint handling. The bill review response template has been updated to include the customer's options if not satisfied with the outcome of the review. As this recommendation has been implemented, no further recommendation is made.	B	NR



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301	Condition 6.3.1	Code of Conduct Clause 12.1(4)	On receipt of a written complaint by a customer, a retailer or distributor must acknowledge the complaint within 10 business days and respond to the complaint within 20 business days.	3	<p>Review of the complaints recorded in the Complaints Register for small use customers confirmed one complaint had been resolved and the other complaint was in progress. Both complaints had been acknowledged and responded to in the required timeframes.</p> <p>The previous audit noted a minor non-compliance re need to develop a more robust Complaint Register process that ensures dates are maintained and checked as part of an internal audit process. As the Complaints Register includes the required acknowledgement date of less than 10 working days, no further recommendation is made.</p> <p>The procedure is documented in the Customer Complaint Handling Procedure including acknowledging a complaint within 2 business days (within the required 10 working days) and responding within 15 days or at most 20 days which complies with this obligation..</p>	B	1
302	Condition 6.3.1	Code of Conduct Clause 12.2	A retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints.	4	<p>The complaint process defines a complaint as involving dissatisfaction as required by the guidelines and by exception a query is an enquiry not involving dissatisfaction.</p> <p>Perth Energy's complaint handling process is complaint with the ERA document: Customer Complaints Guidelines: distinguishing customer queries from complaints.</p> <p>The procedure is documented in the Customer Complaint Handling Procedure.</p>	A	1



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303	Condition 6.3.1	Code of Conduct Clause 12.3	On request and at no charge, a retailer, distributor and electricity marketing agent must give a customer information that will assist the customer to utilise the respective complaints handling processes.	4	Perth Energy did not receive any requests for information that would assist the customer in utilising its complaints handling processes. The complaints process is documented in the Customer Service Charter available on the website. There is no charge for information. Also, confirmed by interview that any requests for information would be free of charge.	A	NR
304	Condition 6.3.1	Code of Conduct Clause 12.4	When a retailer, distributor or electricity marketing agent receives a complaint that does not relate to its functions, it must advise the customer of the entity that it reasonably considers to be appropriate to deal with the complaint (if known).	4	The Manager Business Support confirmed that the customer would be advised if the complaint related to another entity. There were no complaints relating to another entity received in the audit period. There is provision in the Customer Service Charter re transfer of complaints to another entity as a list of other contacts is provided, including the ERA, Public Utilities Office, Energy Safety and the Energy and Water Ombudsman.	A	NR
Reporting							
305	Condition 6.3.1	Code of Conduct Clause 13.1	A retailer and a distributor must prepare a report in respect of each reporting year setting out the information specified by the ERA.	4	The audit confirmed that the Electricity Performance Reports and Compliance Reports have been prepared for 2017/18 and 2018/19. The Electricity Retailer Compliance and Performance Reports, 1 July 2019 to 30 June 2020 are not due to be submitted until 30 September 2020.	A	1



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					The control is that the obligation is included in the Compliance and Non-Compliance Reporting Procedure and the Compliance Register.		
306	Condition 6.3.1	Code of Conduct Clause 13.2	The report specified in clause 13.1 must be provided to the ERA by the date, and in the manner and form, specified by the ERA.	4	As per obligation 305, all reports during the audit period were provided to the ERA by the due dates. and in the correct format.	A	1
307	Condition 6.3.1	Code of Conduct Clause 13.3	<p>The report specified in clause 13.1 must be published by the date specified by the ERA. In accordance with clause 13.3(2), a report is published if:</p> <ul style="list-style-type: none"> copies are available to the public, without cost, in places where the retailer or distributor transacts business with the public; and a copy is posted on the retailer or distributor's website. 	3	<p>The Electricity Performance Reports for 2017/18 and 2018/19 have been published by the required dates. The Performance Report for 2019/20 was not yet due at the date of audit.</p> <p>The previous audit noted a minor non-compliance re amending internal processes to ensure that website publishing dates are as per the Code's requirements and to log website publishing dates.</p> <p>Perth Energy has amended its internal processes to ensure that website publishing dates are recorded. Any directives from the ERA are recorded in the directory folder titled "Directives from ERA". As this recommendation has been implemented, no further recommendation has been made.</p>	B	1
Service Standard Payments							
308	Condition 6.3.1	Code of Conduct Clause 14.1(1)	Subject to clause 14.6, a retailer must pay the stated compensation to a customer if the customer is not reconnected in accordance with the timeframes specified in Part 8.	4	<p>The Manager Business Support confirmed that no compensation payments were made to customers over the audit period.</p> <p>The procedure is documented in the Customer Complaint Handling Procedure.</p>	A	NR



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309					Not applicable to Retail Licence		
310	Condition 6.3.1	Code of Conduct Clause 14.2(1)	Subject to clause 14.6, a retailer must pay the specified compensation to a customer if: <ul style="list-style-type: none"> it fails to comply with any of the procedures specified in Part 6 or Part 7 prior to arranging for disconnection or disconnecting the customer for failure to pay a bill; or arranges for disconnection or disconnects the customer for failure to pay a bill in contravention of clauses 7.2, 7.3, 7.6 or 7.7 for failure to pay a bill. 	4	As per obligation 308.	A	NR
311					Not applicable to Retail Licence		
312	Condition 6.3.1	Code of Conduct Clause 14.3(1)	Subject to clause 14.6, a retailer must pay the customer \$20 if the retailer has failed to acknowledge or respond to a complaint within the timeframes prescribed in subclause 12.1(4).	3	As per obligation 308.	A	NR
313 to 314					Not applicable to Retail Licence		
315	Condition 6.3.1	Code of Conduct Clause 14.7(1)	A retailer that is required to make a compensation payment for failing to satisfy a service standard under clauses 14.1, 14.2 or 14.3 must do so in the manner specified in subclause 14.7(1).	4	As per obligation 308.	A	NR



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316					Not applicable to Retail Licence		
Electricity Industry (Metering) Code 2012							
317 to 323					Not applicable to Retail Licence		
324	Condition 4.1.1	Clause 3.3B	If a user is aware of bi-directional electricity flows at a metering point that was not previously subject to a bi-directional flows or any changes in a customer's or user's circumstances in a metering point that will result in bi-directional flows, the user must notify the network operator within 2 business days.	4	As the network operator and meter data agent, Western Power will know of previously unknown bi-directional flows prior to Perth Energy. Perth Energy follow Western Power's process to manage solar connections, which includes submitting an application form to Western Power for each metering point that could be subject to bi-directional flows, prior to these bi-directional flows occurring. For new applications or transfers, any bi-directional flow is noted as a special condition in the contract. The control is the New Gentrack Account & Electricity Customer Transfer.	A	1
325 to 338					Not applicable to Retail Licence		
339	Condition 4.1.1	Clause 3.11(3)	A Code participant who becomes aware of an outage or malfunction of a metering installation must advise the network operator as soon as practicable.	4	As the network operator and meter data agent, Western Power will know of any malfunctioning metering installation before Perth Energy. If a customer advised Perth Energy of any disruption to electricity supply they would be given the Western Power contact number to report the disruption. This is documented in the Customer Complaint Handling Procedure.	A	NR



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340 to 370					Not applicable to Retail Licence		
371	Condition 4.1.1	Clause 4.4(1)	If there is a discrepancy between energy data held in a metering installation and in the metering database, the affected Code participants and the network operator must liaise to determine the most appropriate way to resolve the discrepancy.	4	There have been no instances of disagreement during the audit period. Perth Energy only use Western Power data so no discrepancy could arise..	NP	NR
372	Condition 4.1.1	Clause 4.5(1)	A Code participant must not knowingly permit the registry to be materially inaccurate.	4	Meter information and readings are checked by Perth Energy as part of the billing processes. If information or usage appear incorrect compared to historical records, with no known reason, Perth Energy will contact a customer first to discuss the potential cause, then possible Western Power to audit their records. The Customer Data Report Request Process sets out the procedure to obtain metering data.	A	NR
373	Condition 4.1.1	Clause 4.5(2)	Subject to subclause 5.19(6), if a Code participant, other than a network operator, becomes aware of a change to, or inaccuracy in, an item of standing data in the registry, then it must notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed.	4	No inaccuracies were reported by Perth Energy associated with standing data in the registry over the audit period.	NP	NR
374 to 387					Not applicable to Retail Licence		



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388	Condition 4.1.1	Clause 5.4(2)	A user must, when reasonably requested by a network operator, assist the network operator to comply with the network operator's obligation under subclause 5.4(1).	4	The network operator has not requested the assistance of Perth Energy with respect to their metering installation during the audit period. Generally, it is Perth Energy requesting the assistance of Western Power with respect to metering installations.	NP	NR
389 to 400					Not applicable to Retail Licence		
401	Condition 4.1.1	Clause 5.16	If a user collects or receives energy data from a metering installation then the user must provide the network operator with the energy data (in accordance with the communication rules) within the timeframes prescribed.	4	The network operator, Western Power, collects the energy data.	N/A	N/A
402	Condition 4.1.1	Clause 5.17(1)	A user must provide standing data and validated, and where necessary substituted or estimated, energy data to the user's customer to which that information relates where the user is required by an enactment or an agreement to do so for billing purposes or for the purpose of providing metering services to the customer.	4	Perth Energy has provided all required standing and energy data to their customers as part of their billing processes during the audit period. The data provided on the billing invoices is documented in the Electricity Billing Compliance Procedure.	A	1
403 to 404					Not applicable to Retail Licence		
405	Condition 4.1.1	Clause 5.18	If a user collects or receives information regarding a change in the energisation status of a metering point, then the user must provide the network operator with the prescribed information, including the stated	4	Not Applicable – The network operator has access to and controls all metering installations. During the audit period, where required, Western Power advised Perth Energy of changes to the energisation status of customer metering points.	N/A	N/A



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
			attributes, within the timeframes prescribed.		Customers did not provide this information to Perth Energy.		
406	Condition 4.1.1	Clause 5.19(1)	A user must, when requested by the network operator acting in accordance with good electricity industry practice, use reasonable endeavours to collect information from customers, if any, that assists the network operator in meeting its obligations described in the Code and elsewhere, and provide that information to the network operator.	4	There have been no requests by the network operator to collect information from customers during the audit period. Perth Energy relied on Western Power, with respect to all metering installation matters.	NP	NR
407	Condition 4.1.1	Clause 5.19(2)	A user must, to the extent that it is able, collect and maintain a record of the prescribed information in relation to the site of each connection point with which the user is associated.	4	Perth Energy uses Gentrack to monitor and maintain a record to the prescribed information in relation to each connection point. The recording has been reviewed in the billing sample and is documented in the Electricity Billing Compliance Procedure.	A	1
408	Condition 4.1.1	Clause 5.19(3)	Subject to subclauses 5.19(3A) and 5.19(6), the user must, within 1 business day after becoming aware of any change in an attribute described in subclause 5.19(2), notify the network operator of the change.	4	Not Applicable – Changes to customer address or site attributes during the audit period are the responsibility of Western Power..	N/A	N/A
409					Not applicable to Retail Licence		
410	Condition 4.1.1	Clause 5.19(6)	The user must use reasonable endeavours to ensure that it does not notify the network operator of a change in an attribute described in subclause	4	Not Applicable – As per obligation 408, the metering database is maintained by Western Power.	N/A	N/A



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			5.19(2) that results from the provision of standing data by the network operator to the user.				
411 to 415					Not applicable to Retail Licence		
416	Condition 4.1.1	Clause 5.21(5)	A Code participant must not request a test or audit under subclause 5.21(1) unless the Code participant is a user and the test or audit relates to a time or times at which the user was the current user or the Code participant is the IMO.	4	All tests requested by Perth Energy during the audit period were in compliance with this clause.	NP	1
417	Condition 4.1.1	Clause 5.21(6)	A Code participant must not make a request under subclause 5.21(1) that is inconsistent with any access arrangement or agreement.	4	Test requests made by Perth Energy over the audit period were done so in compliance with this clause. Subject to the requisite fees being paid, Western Power has not refused any meter test requests.	NP	1
418 to 434					Not applicable to Retail Licence		
435	Condition 4.1.1	Clause 5.27	Upon request from a network operator, the current user for a connection point must provide the network operator with customer attribute information that it reasonably believes are missing or incorrect within the timeframes prescribed.	4	The network operator did not make any requests for customer attributes during the audit period. Western Power generally has direct access to this already.	NP	NR
436 to 447					Not applicable to Retail Licence		



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448	Condition 4.1.1	Clause 6.1(2)	A user must, in relation to a network on which it has an access contract, comply with the rules, procedures, agreements and criteria prescribed.	4	There have been no breaches of the rules, procedures, agreements or criteria during the audit period.	NP	NR
448A to 450					Not applicable to Retail Licence		
451	Condition 4.1.1	Clause 7.2(1)	Code participants must use reasonable endeavours to ensure that they can send and receive a notice by post, facsimile and electronic communication and must notify the network operator of a telephone number for voice communication in connection with the Code.	4	The Perth Energy office has a main telephone line, postal address and facsimile/email capability. There have been no communication difficulties during the audit period. Both Perth Energy and Western Power have their nominated contact persons.	NP	NR
452					Not applicable to Retail Licence		
453	Condition 4.1.1	Clause 7.2(4)	If requested by a network operator with whom it has entered into an access contract, the Code participant must notify its contact details to a network operator within 3 business days after the request.	4	There have been no requests for contact details by the network operator during the audit period.	NP	NR
454	Condition 4.1.1	Clause 7.2(5)	A Code participant must notify any affected network operator of any change to the contact details it notified to the network operator under subclause 7.2(4) at least 3 business days before the change takes effect.	4	Perth Energy's contact details did not change during the audit period.	NP	NR
455	Condition 4.1.1	Clause 7.5	A Code participant must subject to subclauses 5.17A and 7.6 not disclose, or permit the disclosure of, confidential information provided to it under or in	4	As per obligation 16. All Perth Energy employees sign confidentiality agreements.	A	NR



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
			connection with the Code and may only use or reproduce confidential information for the purpose for which it was disclosed or another purpose contemplated by the Code.		In addition, information systems are segregated and password protected so only necessary access to personnel is provided. Perth Energy confirmed there have been no breaches of confidentiality during the audit period. The procedure is documented in the Information Technology Policy, Privacy Policy and the Customer privacy and Release of Data Procedure.		
456	Condition 4.1.1	Clause 7.6(1)	A Code participant must disclose or permit the disclosure of confidential information that is required to be disclosed by the Code.	4	Confidential information is disclosed on an 'as required' basis by Perth Energy. The procedure is documented in the Information Technology Policy, Privacy Policy and the Customer privacy and Release of Data Procedure.	A	NR
457	Condition 4.1.1	Clause 8.1(1)	If any dispute arises between any Code participants, then (subject to subclause 8.2(3)) representatives of disputing parties must meet within 5 business days after a notice given by a disputing party to the other disputing parties and attempt to resolve the dispute by negotiations in good faith.	4	The Manager Business Support confirmed there have been no disputes with any Code participants during the audit period.	NP	NR
458	Condition 4.1.1	Clause 8.1(2)	If a dispute is not resolved within 10 business days after the dispute is referred to representative negotiations, the disputing parties must refer the dispute to a senior management officer of each disputing party who must meet and attempt to	4	The Manager Business Support confirmed there have been no disputes with any Code participants during the audit period.	NP	NR



No. ⁴	Licence Condition	Obligation Under Legislation	Description	Audit Priority (1=highest, 5=lowest)	Observations (including any potential improvements)	Adequacy of Controls Rating ⁵ A,B = Y C,D = N	Compliance rating ⁶ 1 = Y 2,3,4 = N
			resolve the dispute by negotiations in good faith.				
459	Condition 4.1.1	Clause 8.1(3)	If the dispute is not resolved within 10 business days after the dispute is referred to senior management negotiations, the disputing parties must refer the dispute to the senior executive officer of each disputing party who must meet and attempt to resolve the dispute by negotiations in good faith.	4	The Manager Business Support confirmed there have been no disputes with any Code participants during the audit period.	NP	NR
460	Condition 4.1.1	Clause 8.1(4)	If the dispute is resolved by representative negotiations, senior management negotiations or CEO negotiations, the disputing parties must prepare a written and signed record of the resolution and adhere to the resolution.	4	The Manager Business Support confirmed there have been no disputes with any Code participants during the audit period.	NP	NR
461	Condition 4.1.1	Clause 8.3(2)	The disputing parties must at all times conduct themselves in a manner which is directed towards achieving the objective in subclause 8.3(1).	4	The Manager Business Support confirmed there have been no disputes with any Code participants during the audit period.	NP	NR
Electricity Industry (Network Quality and Reliability of Supply) Code 2005							
462 to 485					Not applicable to Retail Licence		



6. Current Audit Non-Compliances and Recommendations

6.1. Resolved During Current Audit Period

Item (no.) & Obligation (no.)	Non-Compliance/Controls Improvement (Legislative Obligation/Compliance Rating/Details)	Date Resolved (& management action taken)	Auditor's Comments
1/2020 Obligation 105	<p>Payment of Licence Fees</p> <p><i>Electricity Retail Licence Clause 4.2.1</i></p> <p>B2</p> <p><i>Generally adequate controls – improvement needed/ Non-compliant – Minor Impact</i></p> <p>A licensee must pay the prescribed licence fees to the ERA according to clauses 6, 7 and 8 of the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i>.</p> <p>The audit reviewed payments to the ERA for the period 1 July 2018 to 30 June 2020 and noted that invoices for the annual licence fees, standing charges and other invoices were paid by the due dates of 30 days from invoice date (as required by the <i>Economic Regulation Authority (Licensing Funding) Regulations 2014</i>) with the exception of two quarterly standing charges (invoice 101912 \$35.30 dated 22/3/019 and invoice 101717 \$21.79 dated 11/9/2018) that were paid more than 30 days after the invoice date.</p> <p>This issue was reported in the GTL12 Performance Audit report in February 2020 and has been resolved by including a reminder in the Online WHS – Compliance List to ensure the payment of ERA invoices is within the 30-day legislative requirement.</p>	<p>February 2020</p> <p>Reminder added to the Online WHS – Compliance List to ensure the payment of ERA invoices is within the 30-day legislative requirement.</p>	<p>As this issue has been resolved, no further recommendation is made.</p>



Item (no.) & Obligation (no.)	Non-Compliance/Controls Improvement (Legislative Obligation/Compliance Rating/Details)	Date Resolved (& management action taken)	Auditor's Comments
2/2020 Obligations 220, 221, 222, 226	Hardship Policy and Procedure <i>Electricity Retail Licence Clause 6.3.1</i> B2 <i>Generally adequate controls – improvement needed/ Non-compliant – Minor Impact</i> A retailer must: <ul style="list-style-type: none"> develop a hardship policy and hardship procedures to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer. ensure that its hardship policy complies with the criteria specified in subclause 6.10(2). ensure that its hardship procedures comply with the criteria specified in subclause 6.10(3). comply with the ERA's Financial Hardship Policy Guidelines. The previous audit noted that Perth Energy did not have a formal Hardship Policy during the audit period. There were two residential customers in this audit period. Neither has claimed any financial hardship.	January 2020 The policy and procedures were documented in the Residential Customer Financial Hardship Policy and the Residential Financial Hardship Procedure from January 2020. These comply with the Code of Conduct. Perth Energy has also strengthened its training processes and internal review of compliance across the business. An online Compliance Register is maintained to track due dates and completion of obligations.	As this issue has been resolved, no further recommendation is made.



6.2. Unresolved at end of Current Audit Period

Recommendation (no./year) & Obligation (no.)	Non-Compliance/Controls Improvement (Licence Obligation/Compliance Rating//Details)	Auditor's Recommendation	Management Action taken by end of audit period
3/2020 Obligation 280	<p>Annual Notification of Service Payment Obligation <i>Electricity Retail Licence Clause 5.1</i></p> <p>C2 <i>Inadequate controls – improvement needed/ Non-compliant – Minor Impact</i></p> <p>At least once a year, a retailer must provide a customer with written details of the retailer's and distributor's obligations to make payments to the customer under Part 14 of this Code and under any other legislation in Western Australia, including the amount of the payment and the eligibility criteria for the payment.</p> <p>As reported in the previous audit and for this audit period, there was no evidence of the annual customer notification.</p>	<p>a. Perth Energy should issue the annual notification of the availability of service payments under Part 14 of the <i>Code of Conduct for the Supply of Electricity to Small Use Customers</i> to all small-business customers as soon as possible and thereafter annually.</p> <p>b. The annual notification to small use customers of the availability of service payments if not satisfied with the service levels should be included in the Compliance Register as a reminder.</p>	-



7. Recommended Changes to the Licence

No changes to the licence are considered necessary.

8. Conclusion

Through the execution of the Audit Plan and assessment and testing of the control environment, the information system, control procedures and compliance attitude, the audit team members have gained reasonable assurance that Perth Energy has complied with its Electricity Retail Licence performance and quality standards and obligations during the audit period from 1 July 2018 to 30 June 2020 with one new non-compliance that may have a minor impact on customers.

Out of 254 applicable compliance obligations, the audit concluded that:

- 82 were rated A1 (adequate controls, compliant).
- 1 was rated A2 (adequate controls, non-compliant – minor impact on customers).
- 70 were rated A/NR (adequate controls, compliance not rated because no relevant activity took place during the audit period).
- 13 were rated B1 (generally adequate controls – improvement needed, compliant).
- 5 were rated B2 (inadequate controls, non-compliant – minor impact on customers, due to previous audit issues being resolved during the audit period).
- 3 were rated B/NR (generally adequate controls, compliance not rated because no relevant activity took place during the audit period).
- 1 was rated C2 (inadequate controls – significant improvement needed, non-compliant – minor impact on customers).
- 7 were rated NP/1 (controls review not performed, compliant).
- 72 were rated NP/NR (controls review not performed, compliance not rated because no relevant activity took place during the audit period).

The audit confirmed that Perth Energy has fully complied with its information reporting obligations for the period 1 July 2018 to 30 June 2020 with one minor non-compliance re the annual standing charge information being late in one year. The control environment is considered to be well-designed and effective.

There was one recommendation to ensure that an annual notification is provided to small use customers of the availability of service payments if the Code of Conduct for the Supply of Electricity to Small-Use Customers is not fully complied with in the services provided. The late payment of two quarterly standing charges has been resolved after the Gas Licence GTL012 Audit Report was issued in February 2020. A Financial Hardship Policy and Procedure has also been developed and implemented from January 2020.

END OF REPORT
