



Performance Audit Report 2021

ERL14

| Audit Report | Authorisation | Name | Position | Date |
|---------------------------|---------------|------|----------|------|
| Prepared By | | | | |
| Reviewed By (licensee) | | | | |

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| Version | Description of Revision | Prepared By | Reviewed By | Date |
|---------|--|-------------|-------------|------------|
| 0 | Initial Draft provided to Clear Energy | Auditor | CFO | 5/01/2022 |
| 1 | Amendments as per Clear Energy review | Auditor | CFO | 13/01/2022 |
| 2 | Amendments as per ERA review | Auditor | CFO | 14/02/2022 |
| 3 | Report finalised for ERA | Auditor | CFO | 16/02/2022 |

GLOSSARY

| | |
|--------------|--|
| AEMO | Australian Energy Market Operator |
| BDM | Business Development Manager |
| CE | Clear Energy |
| CTR | Customer Transfer Request |
| CUA | Common Use Agreement |
| ERL14 | Retail Licence for Clear Energy Pty Ltd |
| ERA | Economic Regulation Authority |
| ESA | Electricity Supply Agreement |
| ETAC | Electricity Transfer Access Contract |
| FRMP | Financially Responsible Market Participant |

“good electricity industry practice” means the exercise of that degree of skill, diligence, prudence and foresight that a skilled and experienced person would reasonably and ordinarily exercise under comparable conditions and circumstances consistent with applicable written laws and statutory instruments and applicable recognised codes, standards and guidelines

| | |
|-------------|---|
| LUC | Large Use Customer |
| NMI | National Meter Identifier |
| NSC | Non-Standard Contract |
| MW | Mega Watt |
| PAIP | Post Audit Implementation Plan (Refer 2019 Audit Guidelines) |
| PRM | Pricing Risk Model (Used in reference to the Proprietary System developed by the Licensee). It is an analytical program including automated Western Power portal data ordering. |
| SFC | Standard Form Contract |
| SUC | Small Use Customer |
| SWIN | South West Interconnected Network |
| SWIS | South West Interconnected System |
| VC | Verifiable Consent |
| VCF | Verifiable Consent Form |
| WPN | Western Power Networks |

This report was prepared by representatives of GES Pty Ltd in relation to the above-named client's conformance to the nominated audit standard(s). Audits were undertaken using a sampling process and the report and its recommendations were reflective only of activities and records sighted during this audit process. GES Pty Ltd shall not be liable for loss or damage caused to or actions taken by third parties as a consequence of reliance on the information contained within this report or its accompanying documentation. The client had the opportunity for review to ensure no commercially sensitive information was disclosed.

1. EXECUTIVE SUMMARY

Clear Energy Pty Ltd (trading as “Clear Energy”) has an Electricity Retail Licence (ERL14) (referred to as “the Licence”), issued by the Economic Regulation Authority (ERA) under the *Electricity Industry Act 2004*, for the sale of electricity customers within the South West Interconnected System (SWIS).

Licence details:

- Commencement date: 26 May 2010
- Expiry Date: 25 May 2025
- ERL14 may sell electricity to all customers (inclusive of residential customers); may only sell to small use customers (those who use <160 MWh) under a standard form contract, or a non-standard form contract.
- Clear Energy does not have any special conditions or individual performance standards attached to its licence.

Clear Energy (“the Licensee”) is a WA licenced electricity retailer, owned by Tersum Energy Pty Ltd (Tersum Energy). Tersum Energy and its 100% subsidiary Tersum Generation Pty Ltd, builds and operates electricity generating assets on behalf of Clear Energy. Clear Energy sells electricity from these generation assets to the end customer. Tersum Energy purchased Clear Energy on 2 October 2019 and Clear Energy commenced the supply of electricity to customers in January 2020. Prior to this Clear Energy had no customers. The ERA approved extending the audit period for ERL14 to 31 October 2021. Due to the change in ownership in 2019 and due to fact that Clear Energy did not commence supplying customers until October 2020, as such, the scope of the audit period is 2 October 2019 to 31 October 2021.

Clear Energy has a services agreement with a third-party service provider to assist Clear Energy in selling electricity to its customers. Pursuant to this agreement, the third-party acts as the Financially Responsible Market Participant (FRMP) in relation to all Clear Energy customers. For the avoidance of doubt if a customer has an electricity supply contract with Clear Energy, then Clear Energy is the customer’s licensed retailer. Under the arrangement between Clear Energy and the third-party service provider, they provide retail services to Clear Energy to enable Clear Energy to meet its contractual obligations to its customers. The third-party service provider therefore is a contractor acting on behalf of Clear Energy. Clear Energy is also responsible for third party service providers conduct in providing retail services to Clear Energy’s customers under ERL14. The nature of the services agreement with third party service provider is commercially sensitive and if required to disclose the entity Clear Energy will request specific information detailing this arrangement be redacted from the final report.

During the audit period Clear Energy reported as part of the Electricity Licence Standing Charges Data the following number of customers accounts:

| Report Year (Year Ending 30 th June) | No. of Customer Accounts |
|--|-----------------------------|
| 2020 | 2 |
| 2021 | 7 |

Sections 13 of the Electricity Industry Act 2004 require as a condition of every retail licence that the licensee must, not less than once in every period of 24 months (or any longer period that the Authority allows) calculated from the grant of the licence, provide the Authority with a performance audit report by an independent expert acceptable to the Authority. Geographe Environmental Services (GES) has been approved by Clear Energy (Ref: D238085 Date: 2/9/21) to undertake the works subject to an audit plan approved by the Authority.

This is the Licensee's first electricity retail licence performance audit to assess the Licensee's level of compliance with its licence conditions, as such, consideration of the previous audit recommendations are not applicable. It is the opinion of the auditor that in consideration of the business growth stage and customer base the Licensee demonstrated a strong compliance attitude and culture and had invested significant resources into the development of information systems (such as the CRM) and resources to achieve the compliance objectives. Organisation plans and systems for continual improvement were evidenced.

2. AUDIT OPINION

Qualified Audit Opinion

We have undertaken a reasonable assurance engagement on Clear Energy's (the Licensee) compliance, in all material respects, with the Electricity Retail Licence (ERL14) (the Licence) and all applicable obligations from the Electricity Compliance Reporting Manual released June 2020 (Licence Obligations) (together referred to as the "Licence Conditions") for the period from 2 October 2019 to 31 October 2021. The assurance engagement was undertaken in accordance with the Economic Regulation Authority's (ERA) 2019 Audit and Review Guidelines – Electricity and Gas Licences.

In our opinion, based on the procedures we have performed and the evidence we have obtained, except for the effects of the matters described in Basis for Qualified Opinion, Clear Energy has complied, in all material respects, with the Licence Conditions for the period from 2 October 2019 to 31 October 2021.

Basis for Qualified Opinion

With respect to the audit period 2 October 2019 to 31 October 2021, as a result of identified control inadequacies, Clear Energy's did not comply with the Licence Conditions as detailed below:

Table 1 - Summary of Non-Compliances Performance Audit 2021

| Reference Number & Licence Obligation ¹ | Non-Compliance/Controls Improvement | Control Inadequacy |
|---|--|--|
| <p>80 Customer Contracts Regulations 2005 - Regulation 6</p> <p>A non-standard contract must specify when it comes into effect and the period for which it has effect.</p> | <p>01/2021 - Failure to specify when a non-standard contract came into effect. It was noted the period for which it had effect was the contract term.</p> | <p>Control Procedures</p> <p>Control Environment</p> <p>Outcome Compliance</p> |
| <p>89 Customer Contracts Regulations 2005 - Regulation 15</p> <p>A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation.</p> | <p>02/2021 - The Licensee's NSC and ESA did not describe the matters relating to the termination of the contract that are specified in the regulation. Specifically obligation; 15.2(ca) in relation to circumstances where the customer consumes more than 160 MWh of electricity in any period of 12 months; and 15.1(b) deal with the procedures for and in relation to termination of the contract.</p> | <p>Control Environment</p> <p>Control Procedures</p> <p>Outcome Compliance</p> |
| <p>97 Customer Contracts Regulations 2005 - Regulation 33(2)</p> | <p>03/2021 - During the audit period, the Licensee's NSC and ESA did not include a provision for the customer to terminate the</p> | <p>Control Environment</p> <p>Control Procedures</p> |

| Reference Number & Licence Obligation ¹ | | Non-Compliance/Controls Improvement | Control Inadequacy |
|--|---|--|---|
| | A non-standard contract must allow the customer to terminate the contract at any time with no less than 5 days' notice | contract at any time with no less than 5 days' notice. | Outcome Compliance |
| 98 | Customer Contracts Regulations 2005 - Regulation 33(2) 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. | 04/2021 - For the duration of the audit period, the Licensee's NSC and ESA did not describe the requirement that a fixed term contract must authorise the customer to terminate the contract at any time by giving notice to the retailer not less than 20 days before the day on which the customer wants the contract to end. It was noted the ESA and NSC specified the amount payable by the customer, by way of penalty, in the event that the customer terminated the contract before the expiry of the term of the contract and provided detail of prorated calculation | Control Environment Control Procedures Outcome Compliance |
| 123 | Electricity Industry Act 2004 - Licence Condition 4.4.1 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. | 05/2021 - The Licensee confirmed that during the audit period Clear Energy was not under external administration and there were not significant changes affecting the Licensee's ability to meet its obligations. However, the Licensee changed its principle place of business address and did not notify the ERA within the required timeframe. | Control Environment Control Procedures |
| 124 | Electricity Industry Act 2004 - Licence Condition 4.5.1 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. | 06/2021 - During the audit period the Licensee complied with the dates for the submission of reporting requirements, with the exception of the 2020 Annual Compliance Report and the 2020 Standing Data. | Control Environment Control Procedures |
| 133 | Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - 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 | 07/2021 Compliance was not confirmed for the duration of the audit period, but we note that the current NSC includes the required information specified in subclause 2.3(2) and is provided to the customer before entering into a non-standard contract. However, during the audit period the Licensee amended the NSC to include | Control Environment Control Procedures |

| | Reference Number & Licence Obligation ¹ | Non-Compliance/Controls Improvement | Control Inadequacy |
|-----|---|---|--|
| | before entering into a non-standard contract | reference to all these requirements (i.e., Clause 2.3(2)(j) safe use of electricity). The versions of the ESA prior to V6 did not include reference. | |
| 135 | <p>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 2.3(5)</p> <p>Subject to subclause 2.3(5), 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.</p> <p>2.3(4) Before arranging a non-standard contract, the Electricity Generation and Retail Corporation or Regional Power Corporation, or an electricity marketing agent acting on behalf of it, must give a customer the following information—</p> <p>(a) that the customer is able to choose the standard form contract offered by the relevant retailer; and</p> <p>(b) the difference between the non-standard contract and the standard form contract.</p> | <p>08/2021 - Confirmation of compliance with and 2.3(4) was not able to be determined by the marketing agent training documentation or CUA and ESA provided.</p> | <p>Control Environment</p> <p>Control Procedures</p> |
| 155 | <p>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 4.5(1)</p> <p>A retailer must include the minimum prescribed information in subclause 4.5(1) on a customer's bill, unless the customer agrees otherwise.</p> | <p>09/2021 - Compliance with 4.5(1)(bb) was not confirmed as the residential customer invoice did not include the symbol for Interpreter Services</p> | <p>Control Environment</p> <p>Control Procedures</p> |
| 187 | <p>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 5.1</p> <p>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.</p> | <p>10/2021 - During the audit period Clear Energy did not comply with the payment terms as required by clause 5.1. Specifically, the due date was 12 calendar days and not 12 business days from the dispatch date. There were not alternate payment agreements made with the customers.</p> | <p>Control Environment</p> <p>Control Procedures</p> |

| Reference Number & Licence Obligation ¹ | | Non-Compliance/Controls Improvement | Control Inadequacy |
|--|--|--|--|
| 188 | <p>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 5.2</p> <p>Unless otherwise agreed with a customer, a retailer must offer the customer at least the payment methods prescribed in clause 5.2.</p> | <p>11/2021 - The residential customer invoice only included the option to pay via EFT not as per the agreed terms of the ESA and the permitted variation to the code.</p> | <p>Control Environment</p> <p>Control Procedures</p> <p>Information System</p> |
| 220 | <p>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 6.10(1)</p> <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>12/2021 – Clear Energy had developed a Hardship Policy, however, Hardship Procedures were not formally established during the audit period.</p> | <p>Control Environment</p> <p>Control Procedures</p> |
| 221 | <p>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 6.10(2)</p> <p>A retailer must ensure that its hardship policy complies with the criteria specified in subclause 6.10(2).</p> | <p>13/2021 - Clear Energy's Financial Hardship Policy did not comply with all the criteria specified in subclause 6.10(2).</p> | <p>Control Environment</p> <p>Control Procedures</p> |
| 222 | <p>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 6.10(3)</p> <p>A retailer must ensure that its hardship procedures comply with the criteria specified in subclause 6.10(3).</p> | <p>14/2021 - The Licensee's Financial Hardship Procedures did not comply with the following criteria specified in subclause 6.10(3) as there were no hardship procedures developed.</p> | <p>Control Environment</p> <p>Control Procedures</p> |
| 226 | <p>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 6.10(7)</p> <p>A retailer must comply with the ERA's Financial Hardship Policy Guidelines.</p> | <p>15/2021 - Clear Energy's Financial Hardship Policy did not comply with the ERA's Financial Hardship Policy Guidelines.</p> | <p>Control Environment</p> <p>Control Procedures</p> |

| Reference Number & Licence Obligation ¹ | | Non-Compliance/Controls Improvement | Control Inadequacy |
|--|---|--|---|
| 295 | <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018 - Clause 10.12(2)</i> 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. | 16/2021 - During the audit period the Licensee confirmed, Clear Energy did not receive any requests from customers related to the availability of different types of meters or refer the customer to the relevant distributor for a response. | Control Environment Control Procedures |

¹ The reference number allocated to the licence obligation in the Electricity or Gas Compliance Reporting Manual.

Table 2 - Description of Internal Controls Assessed

| Internal Controls | Description of Internal Controls |
|---------------------|---|
| 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, training and the skills and experience of the relevant staff members. |
| Information System | 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 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. |

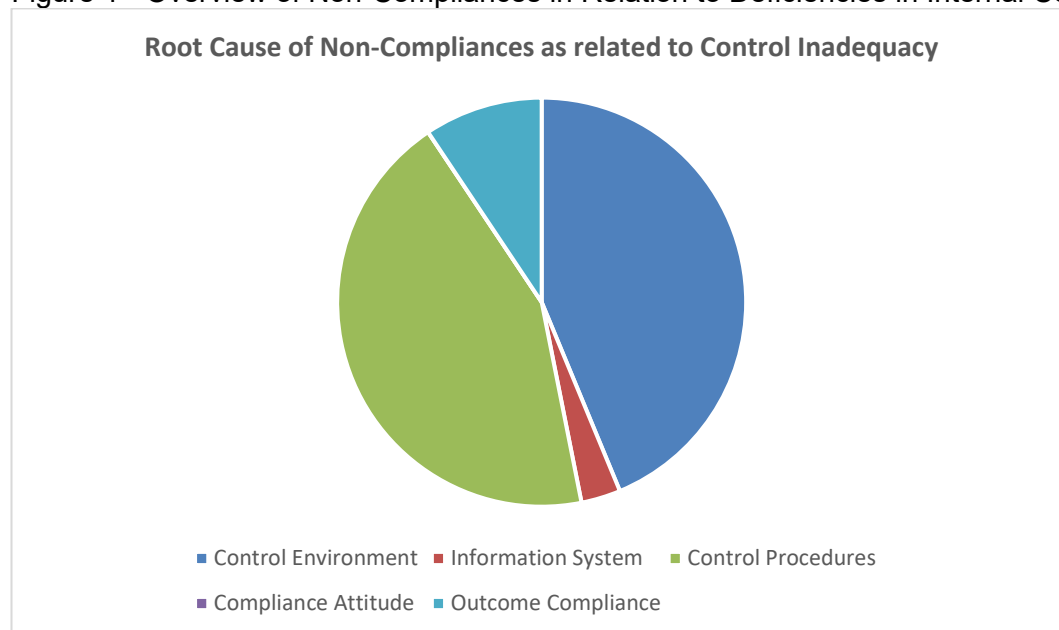
Recommendations to address the non-compliances are detailed in Table 9B. The recommendations made by the Auditor align with "good electricity industry practice" and relate to organisational awareness of compliance requirements, (specifically any referenced compliance requirements), enhancing the effectiveness of organisational Control Procedures as well implementing revised internal compliance processes, such as internal audit.

Opportunities for improvement identified that relate to the performance audit findings have been provided directly to the Licensee and have not been included in this document as required- by the 2019 Audit and Review Guidelines – Electricity and Gas Licences section 5.1.8

As required by the Audit Guidelines (refer section 5.3) the Licensee must submit a post-audit implementation plan, with the audit report. The PAIP must be a separate document and must be

developed by the Licensee. For the Licensee to develop an effective post audit implementation plan (PAIP) for non-compliances identified it is necessary to consider the root cause and identify where the inadequacies in the internal control process apply. An assessment of the root cause of non-compliances in relation to type of control inadequacy observed during the audit was communicated to the Licensee (Refer figure 1).

Figure 1 - Overview of Non-Compliances in Relation to Deficiencies in Internal Control



Clear Energy's Responsibilities for Compliance with the "Licence Conditions"

Clear Energy is responsible for:

- (a) Compliance with the Licence as evaluated against the conditions within the Licence, for the period 2 October 2019 to 31 October 2021;
- (b) Identifying risks that threaten the conditions within the Licence identified above being met;
- (c) Identifying suitable compliance requirements as specified by the conditions within the Licence;
- (d) Identifying, designing and implementing controls to enable the conditions within the Licence to be met and to monitor ongoing compliance.

Our Independence and Quality Control

We have complied with the independence and other relevant ethical requirements relating to assurance engagements, which are fundamentally based on confidentiality, integrity, objectivity, independence, skills and competence. We applied quality management system controls as defined by ISO 9001 in undertaking this assurance engagement.

Assurance Practitioner's Responsibilities

Our responsibility is to express an opinion on Clear Energy's compliance, in all material respects, with the licence obligations as evaluated against its Licence Conditions for the period from 2 October 2019 to 31 October 2021. ASAE 3100 requires that we plan and perform our procedures to obtain reasonable assurance about whether Clear Energy has complied, in all material respects, with the licence obligations as evaluated against its Licence Conditions for the period from 2 October 2019 to 31 October 2021.

Inherent Limitations

Assurance engagements are subject to inherent limitations, together with the internal control structure, it is possible that misstatement, error or non-compliance with the compliance requirements may occur and not be detected.

A reasonable assurance engagement relating to the current audit period does not indicate compliance for future audit periods.

3. PERFORMANCE AUDIT

3.1 Performance Audit Objectives

The Performance Audit has been conducted in order to assess the effectiveness of Clear Energy's and level of compliance with the conditions of its Electricity Retail Licence ERL14.

3.2 Performance Audit Scope

The Licensee has issued a Consultancy Brief to undertake its third Performance Audit as required by its Electricity Retail Licence (ERL14). The Performance Audit Report is to be provided to the Economic Regulation Authority (ERA/the Authority) to assess the Licensee's level of compliance with the licence conditions. The Performance Audit was conducted in accordance with the 2019 Audit and Review Guidelines – Electricity and Gas Licences (Audit Guidelines).

An assurance engagement to report on Clear Energy's compliance with the licence obligations as evaluated against its Licence Conditions involves performing procedures to obtain evidence about the compliance activity and controls implemented to meet the conditions within the Licence. The procedures selected depend on our judgement, including the identification and assessment of risks of material noncompliance with the licence obligations as evaluated against its Licence Conditions. Our procedures included the following:

- 2019 Audit and Review Guidelines: Electricity and Gas Licences (Audit Guidelines)
- June 2020 Electricity Compliance Reporting Manual (Reporting Manual)
- Compliance Enforcement Policy 2016
- 2021 Audit Plan as developed and approved by the ERA;
- Interviews with Clear Energy personnel including operational and senior management levels
- Review of documents and walkthrough of processes
- Sample testing and data analysis where obligations were rated as a priority 3 and above in the approved audit plan
- ISO 31000 risk management standards

The performance audit was conducted in accordance with Standard on Assurance Engagements ASAE 3100 Compliance Engagements issued by the Auditing and Assurance Standards Board. Clear Energy as the retail licence holder is responsible for compliance with the condition of the Electricity Retail Licence (ERL14).

The Audit Guidelines (March 2019) section 5.1.5 requires assessment of recommendations from the previous audit that were resolved during the current audit or review period or are unresolved at the end of the current audit or review period.

Performance Audit Excluded Conditions

There were some Electricity Compliance Reporting Manual – June 2020 obligations for ERL14 that have been excluded from the audit because they are not applicable to Clear Energy. During the Audit Period, the Type 1 reporting requirements applicable to ERL14 were obligations 234, 235 and 236. It was noted that Obligation 236 (subclause 7.7(2) of the Code of Conduct) is a Type 1 reporting obligation, except when a registered life support equipment customer notifies the retailer that the customer's supply address no longer requires registration as a life support equipment address, which is a Type 2 reporting obligation. During the audit period Clear Energy did not have small use customers on life support. Excluded compliance obligations were detailed in the Audit Plan. Deviations from the Audit Plan are detailed in Section 1.3.

Table 3 - Obligations Excluded from the Audit Report

| Obligations Excluded from the Performance Audit | |
|---|--|
| Ref* | Justification for Exclusion |
| 110 | The Licensee has not been designated under s71(1) of the <i>Electricity Industry Act 2004</i> as the supplier of last resort. |
| 120 | The Licensee has not been prescribed individual performance standards by the Authority. |
| 231 | The Licensee does not have dual fuel contracts for any residential customers as such this Clause is not applicable to the audit scope. |
| 245-271 | The Licensee does not have any pre-payment meters as such this Clause is not applicable to the audit scope. |
| 401 | The Network Operator collects the energy data. |
| 405 | Western Power as the Network Operator collects or receives information regarding a change in the energisation status of a metering point |

* Electricity Compliance Reporting Manual – June 2020

The Retail Licence compliance elements that were included in the scope of this audit are as defined in Appendix 1.

3.3 Performance Audit Methodology

We have undertaken a document review, attended a site visit to interview personnel (refer as listed in table 4) and have been demonstrated the application of some key operational systems.

The site audit was conducted in Clear Energy's Perth City offices on the 2nd December 2021. This audit report is an accurate representation of the auditor's findings and opinions. It is confirmed that the Licensee provided assistance to the Auditors, as required by Section 4.1 of the Audit Guidelines (2019).

Table 4 - List of Personnel Who Participated in Audit

| No. | Name | Company | Position Description |
|-----|------|--------------|--------------------------------|
| 1 | | Clear Energy | Corporate Services Manager |
| 2 | | Clear Energy | CFO |
| 3 | | Clear Energy | Digital Marketing Co-ordinator |
| 4 | | Clear Energy | CEO |
| 5 | | | |

It is confirmed that the licensee facilitated the audit process by providing the audit team with;

- Access to the facilities and business premises identified in the audit and review plan.
- Access to materials and information sources that the auditors needed to conduct the audit or review, including data, reports, records and any other relevant information that were available.
- Access to the relevant personnel at the Perth City offices that were visited.
- An introduction to persons, other than employees of the licensee, who are relevant to the audit and review, such as Marketing Agents (control processes reviewed, however interviews were not conducted)

In executing the audit plan the Auditor provided the Licensee with an audit program addressing in detail the compliance obligations and the detailed description extracted from the relevant legislation. The Licensee used the document as an internal compliance audit guide and as such self-assessed compliance and proactively rectified some non-compliances identified. However, not all these corrective actions were noted to be completed within the audit period. The effectiveness of corrective actions undertaken by the Licensee have been considered in the report.

The performance audit required 80 hours of the FAuditor's time.

3.4 Performance Audit Summary of Findings

A two-dimensional rating scale (refer Section 5.1.6.1 of the Audit Guidelines and Table 5 below) was used in the Audit report to summarise the controls and compliance rating for each licence condition. Each obligation was rated for both the adequacy of existing controls and the compliance with the relevant licence obligation. The methodology for the Audit has been clearly defined in the Audit Plan

Table 5 - Audit Compliant and Control Rating Scales

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

As required by the Audit Guidelines Section 5.1.6.1, Table 7 lists the number of licence obligations that were given each combination of compliance and controls ratings. The table allows licensees and the ERA to confirm the auditor has rated all relevant licence obligations and provides a simple summary of the licensee's compliance during the audit period.

Table 6 - Compliance and Controls Ratings Summary Table

| | | Compliance Rating | | | | | |
|-----------------|-------|-------------------|----|---|---|-----|-------|
| | | 1 | 2 | 3 | 4 | N/R | TOTAL |
| Controls Rating | A | 7 | - | - | - | - | 7 |
| | B | - | 16 | - | - | - | 16 |
| | C | - | - | - | - | - | - |
| | D | - | - | - | - | - | - |
| | N/P | 69 | - | - | - | 121 | 190 |
| | TOTAL | 76 | 16 | - | - | 121 | 213 |

Table 7 - Performance Audit Compliance Summary

| Ref. No.* | Retail Licence Reference | Audit Priority | Controls Rating** | | | | | Compliance Rating | | | | |
|---|--------------------------|----------------|-------------------|---|---|---|----|-------------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 9 ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE 2016 – LICENCE CONDITIONS AND OBLIGATIONS | | | | | | | | | | | | |
| 6 | Clause 3.2(2) | 4 | | | | | NP | 1 | | | | |
| 7 | Clause 3.4(1) | 4 | | | | | NP | 1 | | | | |
| 8 | Clause 3.5(3) | 4 | | | | | NP | | | | | NR |
| 9 | Clause 3.6(2) | 4 | | | | | NP | | | | | NR |
| 16 | Clause 3.9(1) | 4 | | | | | NP | 1 | | | | |
| 17 | Clause 3.9(2) | 4 | | | | | NP | | | | | NR |
| 18 | Clause 3.9(3) | 4 | | | | | NP | 1 | | | | |
| 19 | Clause 3.9(4) | 2 | | | | | NP | 1 | | | | |
| 23 | Clause 4.2(2) | 4 | | | | | NP | 1 | | | | |
| 24 | Clause 4.3 | 4 | | | | | NP | 1 | | | | |
| 25 | Clause 4.4(1) | 4 | | | | | NP | 1 | | | | |
| 26 | Clause 4.4(2) | 4 | | | | | NP | 1 | | | | |
| 27 | Clause 4.5(1) | 4 | | | | | NP | 1 | | | | |
| 28 | Clause 4.6(3) | 4 | | | | | NP | | | | | NR |
| 29 | Clause 4.7 | 4 | | | | | NP | 1 | | | | |
| 30 | Clause 4.8(2) | 4 | | | | | NP | | | | | NR |
| 34 | Clause 4.9(6) | 4 | | | | | NP | 1 | | | | |
| 39 | Clause 4.11(3) | 4 | | | | | NP | 1 | | | | |
| 40 | Clause 4.12(3) | 5 | | | | | NP | 1 | | | | |
| 43 | Clause 4.15 | 5 | | | | | NP | | | | | NR |
| 44 | Clause 4.16 | 3 | A | | | | | 1 | | | | |
| 45 | Clause 4.17 | 4 | | | | | NP | 1 | | | | |

| Ref. No.* | Retail Licence Reference | Audit Priority | Controls Rating** | | | | | Compliance Rating | | | | |
|---|--------------------------|----------------|-------------------|---|---|---|----|-------------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 48 | Clause 5.2 | 4 | | | | | NP | 1 | | | | |
| 48A | Clause 6.1 | 4 | | | | | NP | 1 | | | | |
| 49 | Clause 6.2 | 4 | | | | | NP | 1 | | | | |
| 52 | Clause 6.4(1) | 4 | | | | | NP | | | | | NR |
| 53 | Clause 6.4(2) | 4 | | | | | NP | | | | | NR |
| 54 | Clause 6.6 | 4 | | | | | NP | 1 | | | | |
| 55 | Clause 7.1(1) | 5 | | | | | NP | | | | | NR |
| 56 | Clause 7.1(2) | 5 | | | | | NP | | | | | NR |
| 57 | Clause 7.1(3) | 4 | | | | | NP | | | | | NR |
| 58 | Clause 7.2(4) | 5 | | | | | NP | | | | | NR |
| 59 | Clause 7.3(25) | 5 | | | | | NP | | | | | NR |
| 11 ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005 – LICENCE CONDITIONS AND OBLIGATIONS | | | | | | | | | | | | |
| 79 | Regulation 5 | 4 | | | | | NP | 1 | | | | |
| 80 | Regulation 6 | 2 | | B | | | | | 2 | | | |
| 81 | Regulation 7 | 2 | | | | | NP | 1 | | | | |
| 82 | Regulation 8 | 4 | | | | | NP | 1 | | | | |
| 83 | Regulation 9 | 4 | | | | | NP | 1 | | | | |
| 84 | Regulation 10 | 4 | | | | | NP | 1 | | | | |
| 85 | Regulation 11 | 4 | | | | | NP | 1 | | | | |
| 86 | Regulation 12 | 4 | | | | | NP | 1 | | | | |
| 87 | Regulation 13 | 4 | | | | | NP | 1 | | | | |
| 88 | Regulation 14 | 4 | | | | | NP | 1 | | | | |
| 89 | Regulation 15 | 4 | | B | | | | | 2 | | | |
| 90 | Regulation 16 and 34 | 4 | | | | | NP | 1 | | | | |
| 91 | Regulation 17 | 4 | | | | | NP | 1 | | | | |
| 92 | Regulation 18 | 4 | | | | | NP | 1 | | | | |
| 93 | Regulation 19 | 4 | | | | | NP | 1 | | | | |
| 94 | Regulation 20 | 4 | | | | | NP | 1 | | | | |
| 95 | Regulation 21 | 4 | | | | | NP | 1 | | | | |
| 96 | Regulation 32 | 4 | | | | | NP | 1 | | | | |
| 97 | Regulation 33(2) | 4 | | B | | | | | 2 | | | |
| 98 | Regulation 33(2) and (4) | 4 | | B | | | | | 2 | | | |
| 100 | Regulation 38 | 4 | | | | | NP | 1 | | | | |
| 12 ELECTRICITY INDUSTRY ACT 2004 – LICENCE CONDITIONS AND OBLIGATIONS | | | | | | | | | | | | |

| Ref. No.* | Retail Licence Reference | Audit Priority | Controls Rating** | | | | | Compliance Rating | | | | |
|--|---------------------------------|----------------|-------------------|---|---|---|----|-------------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 105 | Licence Condition 4.2.1 | 3 | A | | | | | 1 | | | | |
| 106 | Licence Condition 4.1.1 | 5 | | | | | NP | 1 | | | | |
| 108 | Licence Condition 6.4.1 | 4 | | | | | NP | 1 | | | | |
| 109 | Licence Condition 6.6.1 | 4 | | | | | NP | | | | | NR |
| 111 | Licence Condition 6.1.1 | 4 | | | | | NP | 1 | | | | |
| 13 ELECTRICITY LICENCES – LICENCE CONDITIONS AND OBLIGATIONS | | | | | | | | | | | | |
| 114 | Licence Condition 6.3.1 | 4 | | | | | NP | 1 | | | | |
| 116 | Licence Condition 6.4.2 | 4 | | | | | NP | | | | | NR |
| 117 | Licence Condition 6.4.3 | 4 | | | | | NP | | | | | NR |
| 118 | Licence Condition 6.5.1 | 4 | | | | | NP | | | | | NR |
| 119 | Licence Condition 4.3.1 | 2 | A | | | | | 1 | | | | |
| 121 | Licence Condition 5.3.2 | 4 | | | | | NP | 1 | | | | |
| 123 | Licence Condition 4.4.1 | 4 | | B | | | | | 2 | | | |
| 124** | Licence Condition 4.5.1 | 2 | | B | | | | | 2 | | | |
| 125 | Licence Condition 3.8.1 & 3.8.2 | 2 | A | | | | | 1 | | | | |
| 126 | Licence Condition 3.7.1 | 4 | | | | | NP | 1 | | | | |
| 14 CODE OF CONDUCT FOR THE SUPPLY OF ELECTRICITY TO SMALL USE CUSTOMERS 2018 – CONDITIONS & OBLIGATIONS | | | | | | | | | | | | |
| MARKETING | | | | | | | | | | | | |
| 130 | Code of Conduct, clause 2.2(1) | 4 | | | | | NP | | | | | NR |
| 131 | Code Of Conduct, Clause 2.2(2) | 4 | | | | | NP | | | | | NR |
| 132 | Code Of Conduct, Clause 2.3(1) | 4 | | | | | NP | 1 | | | | |
| 133 | Code Of Conduct, Clause 2.3(2) | 4 | | B | | | | | 2 | | | |
| 135 | Code Of Conduct, Clause 2.3(5) | 2 | | B | | | | | 2 | | | |
| 136 | Code Of Conduct, Clause 2.41(1) | 4 | | | | | NP | | | | | NR |
| 137 | Code Of Conduct, Clause 2.4(2) | 4 | | | | | NP | 1 | | | | |
| 138 | Code Of Conduct, Clause 2.5(1) | 4 | | | | | NP | | | | | NR |
| 139 | Code Of Conduct, Clause 2.5(2) | 4 | | | | | NP | 1 | | | | |
| 140 | Code Of Conduct, Clause 2.6 | 4 | | | | | NP | 1 | | | | |
| 141 | Code Of Conduct, Clause 2.9 | 4 | | | | | NP | | | | | NR |
| 142 | Code Of Conduct, Clause 2.10 | 4 | | | | | NP | 1 | | | | |
| CONNECTION | | | | | | | | | | | | |
| 143 | Code Of Conduct, Clause 3.1(1) | 4 | | | | | NP | 1 | | | | |
| 144 | Code Of Conduct, Clause 3.1(2) | 4 | | | | | NP | 1 | | | | |

| Ref. No.* | Retail Licence Reference | Audit Priority | Controls Rating** | | | | | Compliance Rating | | | | |
|-----------|------------------------------------|----------------|-------------------|---|---|---|----|-------------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| BILLING | | | | | | | | | | | | |
| 145 | Code Of Conduct, Clause 4.1 | 4 | | | | | NP | 1 | | | | |
| 146 | Code Of Conduct, Clause 4.2(1) | 4 | | | | | NP | | | | | NR |
| 148 | Code Of Conduct, Clause 4.2(3) | 4 | | | | | NP | | | | | NR |
| 149 | Code Of Conduct, Clause 4.2(4) | 4 | | | | | NP | | | | | NR |
| 150 | Code Of Conduct, Clause 4.2(5) | 4 | | | | | NP | | | | | NR |
| 151 | Code Of Conduct, Clause 4.2(6) | 4 | | | | | NP | | | | | NR |
| 152 | Code Of Conduct, Clause 4.3(1) | 4 | | | | | NP | | | | | NR |
| 153 | Code Of Conduct, Clause 4.3(2) | 4 | | | | | NP | | | | | NR |
| 154 | Code Of Conduct, Clause 4.4 | 4 | | | | | NP | 1 | | | | |
| 155 | Code Of Conduct, Clause 4.5(1) | 4 | | B | | | | | 2 | | | |
| 156 | Code Of Conduct, Clause 4.5(3) | 4 | | | | | NP | | | | | NR |
| 157 | Code Of Conduct, Clause 4.6 | 4 | | | | | NP | 1 | | | | |
| 158 | Code Of Conduct, Clause 4.7 | 4 | | | | | NP | 1 | | | | |
| 159 | Code Of Conduct, Clause 4.8(1) | 4 | | | | | NP | 1 | | | | |
| 160 | Code Of Conduct, Clause 4.8(2) | 4 | | | | | NP | 1 | | | | |
| 161 | Code Of Conduct, Clause 4.8(3) | 4 | | | | | NP | | | | | NR |
| 162 | Code Of Conduct, Clause 4.9 | 4 | | | | | NP | 1 | | | | |
| 163 | Code Of Conduct, Clause 4.10 | 4 | | | | | NP | | | | | NR |
| 164 | Code Of Conduct, Clause 4.11(1) | 4 | | | | | NP | | | | | NR |
| 165 | Code Of Conduct, Clause 4.11(2) | 4 | | | | | NP | | | | | NR |
| 166 | Code Of Conduct, Clause 4.12(1) | 4 | | | | | NP | | | | | NR |
| 167 | Code Of Conduct, Clause 4.13 | 4 | | | | | NP | | | | | NR |
| 168 | Code Of Conduct, Clause 4.14(1) | 4 | | | | | NP | 1 | | | | |
| 169 | Code Of Conduct, Clause 4.14(2) | 4 | | | | | NP | | | | | NR |
| 170 | Code Of Conduct, Clause 4.14(3) | 4 | | | | | NP | | | | | NR |
| 171 | Code Of Conduct, Clause 4.15 | 4 | | | | | NP | | | | | NR |
| 172 | Code Of Conduct, Clause 4.16(1)(A) | 4 | | | | | NP | | | | | NR |
| 173 | Code Of Conduct, Clause 4.16(1)(B) | 4 | | | | | NP | | | | | NR |
| 174 | Code Of Conduct, Clause 4.16(2) | 4 | | | | | NP | | | | | NR |
| 175 | Code Of Conduct, Clause 4.16(3) | 4 | | | | | NP | | | | | NR |
| 176 | Code Of Conduct, Clause 4.17(2) | 4 | | | | | NP | | | | | NR |
| 177 | Code Of Conduct, Clause 4.18(2) | 4 | | | | | NP | | | | | NR |
| 178 | Code Of Conduct, Clause 4.18(3) | 4 | | | | | NP | | | | | NR |

| Ref. No.* | Retail Licence Reference | Audit Priority | Controls Rating** | | | | | Compliance Rating | | | | |
|--|---------------------------------|----------------|-------------------|---|---|---|----|-------------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 179 | Code Of Conduct, Clause 4.18(4) | 4 | | | | | NP | | | | | NR |
| 180 | Code Of Conduct, Clause 4.18(6) | 4 | | | | | NP | | | | | NR |
| 181 | Code Of Conduct, Clause 4.18(7) | 2 | | | | | NP | | | | | NR |
| 182 | Code Of Conduct, Clause 4.19(1) | 4 | | | | | NP | | | | | NR |
| 183 | Code Of Conduct, Clause 4.19(2) | 4 | | | | | NP | | | | | NR |
| 184 | Code Of Conduct, Clause 4.19(3) | 4 | | | | | NP | | | | | NR |
| 185 | Code Of Conduct, Clause 4.19(4) | 4 | | | | | NP | | | | | NR |
| 186 | Code Of Conduct, Clause 4.19(7) | 4 | | | | | NP | | | | | NR |
| PAYMENT | | | | | | | | | | | | |
| 187 | Code Of Conduct, Clause 5.1 | 2 | | B | | | | | 2 | | | |
| 188 | Code Of Conduct, Clause 5.2 | 2 | | B | | | | | 2 | | | |
| 189 | Code Of Conduct, Clause 5.3 | 4 | | | | | NP | 1 | | | | |
| 190 | Code Of Conduct, Clause 5.4 | 4 | | | | | NP | | | | | NR |
| 191 | Code Of Conduct, Clause 5.5 | 4 | | | | | NP | | | | | NR |
| 192 | Code Of Conduct, Clause 5.6 | 4 | | | | | NP | | | | | NR |
| 193 | Code Of Conduct, Clause 5.4 | 4 | | | | | NP | | | | | NR |
| 194 | Code Of Conduct, Clause 5.4 | 4 | | | | | NP | | | | | NR |
| 195 | Code Of Conduct, Clause 5.4 | 4 | | | | | NP | | | | | NR |
| 196 | Code Of Conduct, Clause 5.4 | 4 | | | | | NP | | | | | NR |
| 197 | Code Of Conduct, Clause 5.7(1) | 4 | | | | | NP | | | | | NR |
| 198 | Code Of Conduct, Clause 5.7(2) | 4 | | | | | NP | | | | | NR |
| 199 | Code Of Conduct, Clause 5.7(4) | 4 | | | | | NP | | | | | NR |
| 200 | Code Of Conduct, Clause 5.8(1) | 4 | | | | | NP | | | | | NR |
| 201 | Code Of Conduct, Clause 5.8(2) | 4 | | | | | NP | | | | | NR |
| 201A | Code Of Conduct, Clause 5.8(3) | 4 | | | | | NP | | | | | NR |
| PAYMENT DIFFICULTIES & FINANCIAL HARDSHIP | | | | | | | | | | | | |
| 220 | Code of Conduct, clause 6.10(1) | 4 | | B | | | | | 2 | | | |
| 221 | Code of Conduct, clause 6.10(2) | 4 | | B | | | | | 2 | | | |
| 222 | Code of Conduct, clause 6.10(3) | 4 | | B | | | | | 2 | | | |
| 223 | Code of Conduct, clause 6.10(4) | 4 | | | | | NP | | | | | NR |
| 225 | Code of Conduct, clause 6.10(6) | 4 | | | | | NP | | | | | NR |
| 226 | Code of Conduct, clause 6.10(7) | 4 | | B | | | | | 2 | | | |
| 227 | Code of Conduct, clause 6.10(8) | 4 | | | | | NP | | | | | NR |
| DISCONNECTION & INTERRUPTION | | | | | | | | | | | | |

| Ref. No.* | Retail Licence Reference | Audit Priority | Controls Rating** | | | | | Compliance Rating | | | | |
|---|----------------------------------|----------------|-------------------|---|---|---|----|-------------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 229 | Code Of Conduct, Clause 7.1(1) | 4 | | | | | NP | | | | | NR |
| 230 | Code Of Conduct, Clause 7.2(1) | 2 | | | | | NP | | | | | NR |
| 232 | Code Of Conduct, Clause 7.4(1) | 2 | | | | | NP | | | | | NR |
| 234 | Code Of Conduct, Clause 7.6 | 2 | | | | | NP | | | | | NR |
| 235 | Code Of Conduct, Clause 7.7(1) | 2 | | | | | NP | | | | | NR |
| 236 | Code Of Conduct, Clause 7.7(2) | 2 | | | | | NP | | | | | NR |
| 240 | Code Of Conduct, Clause 7.7(6) | 4 | | | | | NP | | | | | NR |
| 241 | Code Of Conduct, Clause 7.7(7) | 4 | | | | | NP | | | | | NR |
| RECONNECTION | | | | | | | | | | | | |
| 242 | Code Of Conduct, Clause 8.1(1) | 4 | | | | | NP | 1 | | | | |
| 243 | Code Of Conduct, Clause 8.1(2) | 4 | | | | | NP | | | | | NR |
| PRE-PAYMENT METERS | | | | | | | | | | | | |
| 245-271 Not Applicable to ERL14 as no pre-payment meters are used | | | | | | | | | | | | |
| INFORMATION & COMMUNICATION | | | | | | | | | | | | |
| 272 | Code Of Conduct, Clause 10.1(1) | 4 | | | | | NP | | | | | NR |
| 273 | Code Of Conduct, Clause 10.1(2) | 4 | | | | | NP | | | | | NR |
| 274 | Code Of Conduct, Clause 10.1(3) | 4 | | | | | NP | | | | | NR |
| 275 | Code Of Conduct, Clause 10.2(1) | 4 | | | | | NP | | | | | NR |
| 276 | Code Of Conduct, Clause 10.2(2) | 4 | | | | | NP | | | | | NR |
| 277 | Code Of Conduct, Clause 10.2(3) | 4 | | | | | NP | | | | | NR |
| 278 | Code Of Conduct, Clause 10.2(4) | 4 | | | | | NP | | | | | NR |
| 279 | Code Of Conduct, Clause 10.3 | 4 | | | | | NP | | | | | NR |
| 280 | Code Of Conduct, Clause 10.3A | 3 | | | | | NP | 1 | | | | |
| 281 | Code Of Conduct, Clause 10.4 | 3 | | | | | NP | | | | | NR |
| 282 | Code Of Conduct, Clause 10.5 | 4 | | | | | NP | | | | | NR |
| 290 | Code Of Conduct, Clause 10.9 | 4 | | | | | NP | 1 | | | | |
| 291 | Code Of Conduct, Clause 10.10(1) | 4 | | | | | NP | | | | | NR |
| 292 | Code Of Conduct, Clause 10.10(2) | 4 | | | | | NP | 1 | | | | |
| 294 | Code Of Conduct, Clause 10.11(1) | 4 | | | | | NP | | | | | NR |
| 295 | Code Of Conduct, Clause 10.11(2) | 4 | | B | | | | | 2 | | | |
| 297 | Code Of Conduct, Clause 10.12(2) | 4 | | | | | NP | | | | | NR |
| COMPLAINTS & DISPUTE RESOLUTION | | | | | | | | | | | | |
| 298 | Code Of Conduct, Clause 12.1(1) | 4 | | | | | NP | 1 | | | | |
| 299 | Code Of Conduct, Clause 12.1(2) | 4 | | | | | NP | | | | | NR |

| Ref. No.* | Retail Licence Reference | Audit Priority | Controls Rating** | | | | | Compliance Rating | | | | |
|--|---------------------------------|----------------|-------------------|---|---|---|----|-------------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 300 | Code Of Conduct, Clause 12.1(3) | 4 | | | | | NP | | | | | NR |
| 301 | Code Of Conduct, Clause 12.1(4) | 4 | | | | | NP | | | | | NR |
| 302 | Code Of Conduct, Clause 12.2 | 4 | | | | | NP | | | | | NR |
| 303 | Code Of Conduct, Clause 12.3 | 4 | | | | | NP | | | | | NR |
| 304 | Code Of Conduct, Clause 12.4 | 4 | | | | | NP | | | | | NR |
| REPORTING | | | | | | | | | | | | |
| 305 | Code Of Conduct, Clause 13.1 | 2 | A | | | | | 1 | | | | |
| 306 | Code Of Conduct, Clause 13.2 | 2 | A | | | | | 1 | | | | |
| 307 | Code Of Conduct, Clause 13.3 | 2 | A | | | | | 1 | | | | |
| SERVICE STANDARD PAYMENTS | | | | | | | | | | | | |
| 308 | Code Of Conduct, Clause 14.1(1) | 4 | | | | | NP | | | | | NR |
| 310 | Code Of Conduct, Clause 14.2(1) | 4 | | | | | NP | | | | | NR |
| 312 | Code Of Conduct, Clause 14.3(1) | 4 | | | | | NP | | | | | NR |
| 315 | Code Of Conduct, Clause 14.7(1) | 4 | | | | | NP | | | | | NR |
| 15 ELECTRICITY INDUSTRY METERING CODE 2012 – LICENCE CONDITIONS AND OBLIGATIONS | | | | | | | | | | | | |
| 324 | Clause 3.3B | 4 | | | | | NP | | | | | NR |
| 339 | Clause 3.11(3) | 4 | | | | | NP | | | | | NR |
| 371 | Clause 4.4(1) | 5 | | | | | NP | | | | | NR |
| 372 | Clause 4.5(1) | 5 | | | | | NP | | | | | NR |
| 373 | Clause 4.5(2) | 4 | | | | | NP | | | | | NR |
| 388 | Clause 5.4(2) | 4 | | | | | NP | 1 | | | | |
| 402 | Clause 5.17(1) | 4 | | | | | NP | 1 | | | | |
| 406 | Clause 5.19(1) | 5 | | | | | NP | | | | | NR |
| 407 | Clause 5.19(2) | 5 | | | | | NP | | | | | NR |
| 408 | Clause 5.19(3) | 4 | | | | | NP | | | | | NR |
| 410 | Clause 5.19(6) | 5 | | | | | NP | | | | | NR |
| 416 | Clause 5.21(5) | 4 | | | | | NP | | | | | NR |
| 417 | Clause 5.21(6) | 4 | | | | | NP | | | | | NR |
| 435 | Clause 5.27 | 4 | | | | | NP | | | | | NR |
| 448 | Clause 6.1(2) | 4 | | | | | NP | 1 | | | | |
| 451 | Clause 7.2(1) | 5 | | | | | NP | 1 | | | | |
| 453 | Clause 7.2(4) | 4 | | | | | NP | | | | | NR |
| 454 | Clause 7.2(5) | 4 | | | | | NP | | | | | NR |
| 455 | Clause 7.5 | 4 | | | | | NP | 1 | | | | |

| Ref. No.* | Retail Licence Reference | Audit Priority | Controls Rating** | | | | | Compliance Rating | | | | |
|--------------|--------------------------|-------------------|-------------------|---|---|---|----|-------------------|---|---|---|----|
| | | | A | B | C | D | NP | 1 | 2 | 3 | 4 | NR |
| 456 | Clause 7.6(1) | 4 | | | | | NP | 1 | | | | |
| 457 | Clause 8.1(1) | 5 | | | | | NP | | | | | NR |
| 458 | Clause 8.1(2) | 5 | | | | | NP | | | | | NR |
| 459 | Clause 8.1(3) | 5 | | | | | NP | | | | | NR |
| 460 | Clause 8.1(4) | 4 | | | | | NP | | | | | NR |
| 461 | Clause 8.3(2) | 5 | | | | | NP | | | | | NR |

*Obligation No. Electricity Compliance Reporting Manual – June 2020

** Non-Compliance Report submitted during the audit period.

Note: A Controls Rating is mandatory for audit priorities 1, 2, or 3 and a comprehensive report of the audit findings is included in Appendix 1.

3.5 Summary Performance Audit Recommendations & Action Plans

Recommendations made within the report are summarised as detailed below and will be reviewed and included in the post audit implementation plan (if required) by the licensee to ensure compliance with requirements.

Table 8 - A Resolved during the current audit period

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | DATE RESOLVED & ACTION TAKEN BY THE LICENSEE | AUDITORS' COMMENTS Further Action Required /Details of Further Action Required |
|-------------------------|---|--|---|
|-------------------------|---|--|---|

There were no non-compliances resolved during the current audit period.

Table 9 - B Unresolved during the current audit period

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | ACTION TAKEN BY THE LICENSEE BY END OF AUDIT PERIOD |
|-------------------------|--|--|---|
| 01/2021 | 80 B2 <i>Electricity Industry Customer Contracts Regulations 2005</i> R6 | To ensure compliance requirements of the NSC and ESA terms comply with the Licence Obligations it is recommended the Licensee: <ul style="list-style-type: none">continue to implement the 3-tier review process (i.e., review by COO, Corporate Services Manager and the | Nil - Refer to 2021 PAIP |

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | ACTION TAKEN BY THE LICENSEE BY END OF AUDIT PERIOD |
|-------------------------|---|--|---|
| | Failure to specify when a non-standard contract came into effect | CEO) for new contracts signed and amend the NSC to specify the start date; <ul style="list-style-type: none"> develop control procedures for new contracts to specifically refer to the requirements of the NSC; amend the BMS to reflect the process; implement internal audit process as intended by the management team; apply document and version control to ensure amendments to NSC documentation are tracked; and review of the ESA terms in section 2 (When this agreement starts). | |
| 02/2021 | 89 B2 <i>Electricity Industry Customer Contracts Regulations 2005</i> Regulation 15 The Licensee's NSC and ESA did not describe the matters relating to the termination of the contract that are specified in the regulation. Specifically obligation; 15.2(ca) in relation to circumstances where the customer consumes more than 160 MWh of electricity in any period of 12 months; and 15.1(b) deal with the procedures for and in relation to termination of the contract. | Revise the ESA to reference termination procedures. Further develop control processes for training, internal audit, management review and change management processes to ensure ongoing compliance. | Nil - Refer to 2021 PAIP |
| 03/2021 | 97 B2 | As for recommendation 02/2021 | Nil - Refer to 2021 PAIP |

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | ACTION TAKEN BY THE LICENSEE BY END OF AUDIT PERIOD |
|-------------------------|--|--|--|
| | <p><i>Electricity Industry Customer Contracts Regulations 2005</i> Regulations 33(2) During the audit period, the Licensee's NSC and ESA did not include a provision for the customer to terminate the contract at any time with no less than 5 days' notice.</p> | | |
| 04/2021 | <p>98 B2 <i>Electricity Industry Customer Contracts Regulations 2005</i> Regulations 33(2) & (4) For the duration of the audit period, the Licensee's NSC and ESA did not describe the requirement that a fixed term contract must authorise the customer to terminate the contract at any time by giving notice to the retailer not less than 20 days before the day on which the customer wants the contract to end. It was noted the ESA and NSC specified amount the payable by the customer, by way of penalty, in the event that the customer terminated the contract before the expiry of the term of the contract and provided detail of prorate calculation</p> | As for recommendation 02/2021 | Nil - Refer to 2021 PAIP |
| 05/2021 | <p>123 B2 <i>Electricity Industry Act 2004</i> Section 11</p> | Notify the ERA of the correct contact details. | It was noted this was undertaken and the ERA website now accurately reflects the Licensee's name, ABN and address. Email communication confirmed this was completed 10 December 2021 |

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | ACTION TAKEN BY THE LICENSEE BY END OF AUDIT PERIOD |
|-------------------------|---|--|--|
| | 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. | | Date Resolved – 10/12/2021 No further action required. |
| 06/2021 | 124 B2 <i>Electricity Industry Act 2004</i> Section 11 Retail Licence, condition 4.5.1 During the audit period the Licensee complied with the dates for the submission of reporting requirements, with the exception of the 2020 Annual Compliance Report and the 2020 Standing Data. | Improve control processes to ensure that reports are accurate and submitted on time. | The Control Procedures in relation to the correct collection and handling of data that the Licensee supplies to ERA and compliance related activities were reviewed and implemented in order to facilitate accurate and timely reporting of information to the ERA. The Licensee created a full-time compliance position, and management processes were put in place to ensure forward looking timelines and reports were produced, reviewed and submitted on time. No further recommendation has been made in relation to provision of information to the ERA. Date Resolved –December 2020 No further action required. |
| 07/2021 | 133 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> | Amend the NSC to reflect the safe use of electricity. | The Licensee has amended the NSC to reference the requirements. ESA V6 Feb 2021 noted as compliant. Date Resolved – Feb 2021 |

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | ACTION TAKEN BY THE LICENSEE BY END OF AUDIT PERIOD |
|-------------------------|--|---|---|
| | Clause 2.3(2) Compliance was not confirmed for the duration of the audit period, noted that current NSC included the required information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract. However, during the audit period the Licensee amended the NSC to include reference to all these requirements (i.e., Clause 2.3(2)(j) safe use of electricity). The versions of the ESA prior to V6 did not include reference. | | No further action required. |
| 08/2021 | 135 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> Clause 2.3(5) Confirmation of compliance with and 2.3(4) was not able to be determined by the marketing agent training documentation or CUA and ESA provided | Amend the NSC and ESA to reflect the requirements of 2.3(4), develop control procedures, develop training documentation for marketing agents to ensure compliance. | Nil - Refer to 2021 PAIP |
| 09/2021 | 155 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> 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. | Ensure the bill template for residential customers is updated to reflect the requirement. It was noted that the Licensee does not currently have any residential customers. | Nil - Refer to 2021 PAIP |

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | ACTION TAKEN BY THE LICENSEE BY END OF AUDIT PERIOD |
|-------------------------|--|--|---|
| 10/2021 | 187 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> Clause 5.1 During the audit period Clear Energy did not comply with the payment terms as required by clause 5.1. Specifically, the due date was 12 calendar days and not 12 business days from the dispatch date. There were not alternate payment agreements made with the customers | Amend the payment terms of the invoices and control procedures to reflect the requirements of 12 business days. | The Licensee updated the payment terms to reflect the 12 business days and not the 12 calendar days terms. Evidence of compliance was provided, and a sample of invoices were reviewed to confirm the effectiveness of the corrective action Date Resolved – 2/11/2021 The amendment of the control procedures to reflect the change is required - Refer to 2021 PAIP |
| 11/2021 | 188 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> 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. | Review the NSC, ESA and invoice template documentation to ensure they align and reflect the requirements for payment options. Develop control procedures for the use of the control processes, such as the CRM, to record communications with the customer that support any permitted variation from the code. | Nil – Refer 2021 PAIP |

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | ACTION TAKEN BY THE LICENSEE BY END OF AUDIT PERIOD |
|-------------------------|---|--|---|
| 12/2021 | 220 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> Clause 6.10(1) Clear Energy had developed a Hardship Policy; however, Hardship Procedures were not formally established during the audit period. | Develop Financial Hardship Procedures. | The Licensee has developed Financial Hardship Procedures. Consultation with the ERA was confirmed. Date Resolved – 25/11/2021 Nil - Refer to 2021 PAIP |
| 13/2021 | 221 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> Clause 6.10(2) Clear Energy's Financial Hardship Policy did not comply with all the criteria specified in subclause 6.10(2). | Revise the Financial Hardship Policy to ensure compliance with the criteria specified in subclause 6.10(2). | Revision of the Financial Hardship Policy to ensure compliance with the ERA's Financial Hardship Policy Guidelines was undertaken by the Licensee. The revised copy has been published to the ERA Website 3/12/2021. Date Resolved – 25/11/2021 No further action required. |
| 14/2021 | 222 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> Clause 6.10(3) | Develop Financial Hardship Procedures, consult with relevant consumer representatives and provide for the training of staff. | The Licensee has developed Financial Hardship Procedures (Refer 12/2021). Training of staff and the consultation of relevant consumer representatives |

| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ² / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | ACTION TAKEN BY THE LICENSEE BY END OF AUDIT PERIOD |
|-------------------------|--|---------------------------------|---|
| | The Licensee's Financial Hardship Procedures did not comply with the following criteria specified in subclause 6.10(3) as there were no hardship procedures developed. | | was not confirmed - Refer to 2021 PAIP |
| 15/2021 | 226 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> Clause 6.10(7) A retailer must comply with the ERA's Financial Hardship Policy Guidelines. | Refer to recommendation 13/2021 | Date Resolved – 25/11/2021 No further action required. |
| 16/2021 | 295 B2 <i>Code of Conduct for the Supply of Electricity to Small Use Customers 2018</i> Clause 10.11(2) During the audit period the Licensee confirmed that the residential customer bills and bill-related information, reminder notices and disconnection warnings (although none given) complied with the requirements except for the inclusion of the National Interpreter Symbol and the words "Interpreter Services". | As for recommendation 09/2021 | Nil - Refer to 2021 PAIP |

² The reference number allocated to the licence obligation in the Electricity or Gas Compliance Reporting Manual.

4. STATUS OF RECOMMENDATIONS FROM THE PREVIOUS AUDIT

This is the first performance audit for the Licensee, as such, there is no follow up previous recommendation required.

Table 9 - Status of Non-Compliances from the Previous Audit Period

| A Non-Compliance Resolved During Current Audit Period | | | |
|---|--|-----------------------------|--|
| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ¹ / Controls and Compliance Rating Legislation / Clause / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | DATE RESOLVED/ DETAILS OF FURTHER ACTION REQUIRED |

Not applicable – this is the first audit for the Licensee

| B Non-Compliance Unresolved During Current Audit Period | | | |
|---|---|-----------------------------|--|
| REFERENCE (No./Year) | NON-COMPLIANCE / CONTROLS IMPROVEMENT Licence obligation reference number ¹ / Controls and Compliance Rating Legislation / Section, Clause or Regulation / Details of Non-Compliance or Inadequacy of Controls | AUDITORS' RECOMMENDATION | FURTHER ACTION REQUIRED DETAILS OF FURTHER ACTION REQUIRED |

Not applicable – this is the first audit for the Licensee

¹ Refers to electricity retail licence obligation in the Electricity Compliance Reporting Manual 2020

4.1 Deviation from the Audit Plan

As required by section 5.1.4 of the Audit and Review Guidelines – 2019, Auditors must identify any licence obligations that were assessed after the approval of the audit plan by the ERA, as 'not applicable' or if the auditor has revised the audit priority for one or more licence obligations (Table 11).

Table 10 - Audit Plan Deviations

| REF | OBLIGATION REFERENCE | DEVIATION DESCRIPTION |
|-----|--|---|
| 101 | Electricity Industry Act 2004 , Licence Condition 5.3.1 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. | Audit Priority - Priority 4 Deviation – Not Applicable Explanation of Revision – this obligation only applies to the previous Audit report as that is the report submitted during the current audit period. Since this is Clear Energy's first Audit it is not applicable. |

| REF | OBLIGATION REFERENCE | DEVIATION DESCRIPTION |
|-------------------------|---|--|
| 107 Type [2] | Electricity Industry Act 2004 , Licence Condition 4.1.1 A licensee must pay the costs of taking an interest in land or an easement over land. | Audit Priority - Priority 4 Deviation – Not Applicable Explanation of Revision – Clear Energy did not take an interest in land or easement over land using powers defined by the <i>Land Administration Act 1997</i> during the audit period. |
| 113 Type [2] | Electricity Industry Act 2004 , Licence Condition 5.1 A licensee that has, or is an associate of a person that has, access to services under an access agreement must not engage in conduct that hinders or prohibits access. | Audit Priority - Priority 4 Deviation – Not Applicable – Outside Audit Period Explanation of Revision – Incorrectly included in the licence scope. Note obligation was removed from retail licences 3 July 2018 - Electricity Compliance Reporting Manual – July 2018 was updated to adopt amendments made to electricity licences as part of the Electricity Licence Review 2018 and amendments made to the Code of Conduct for the Supply of Electricity to Small Use Customers as part of the 2017-18 Code Review that came into effect on 1 July 2018. Minor amendments were also made throughout the manual to address inconsistencies with electricity licences and applicable legislation. As such not applicable to audit period. |
| 115 Type [2] | Electricity Industry Act 2004 , Licence Condition 23.2 The licensee must report a breach of the applicable code conditions by an electricity marketing agent to the ERA within the prescribed timeframe. | Audit Priority - Priority 4 Deviation – Not Applicable– Outside Audit Period Explanation of Revision – As for 113. |
| 202- 219 & 228 | Small Use Customer Code PART 6—PAYMENT DIFFICULTIES AND FINANCIAL HARDSHIP Clause 6.1 – Assessment Clause 6.2 – Temporary Suspension of Actions Clause 6.3 – Assistance to be offered Clause 6.4 – Alternative payment arrangements Clause 6.6 – Reduction of fees, charges and debt Clause 6.7 – Revision of alternative payment arrangements Clause 6.8 – Provision of information Clause 6.9 – Payment in advance Clause 6.11 – Alternative payment arrangements | Audit Priority - Priority 4 Deviation – Not Applicable Explanation of Revision – There were no residential customers or other customers who experienced financial hardship during the audit period. Obligations 220-227 with regard to the development of a financial hardship policy are still applicable (Refer Appendix 2). |

APPENDIX 1- CLEAR ENERGY PERFORMANCE AUDIT

DECEMBER 2021

Table 11 - Performance Audit Findings

| ELECTRICITY INDUSTRY – LICENCE CONDITIONS AND OBLIGATIONS | | | |
|--|--|-----------------|--|
| No. [TYPE] | OBLIGATION REFERENCE AND DESCRIPTION | | FINDING/ VERIFICATION/ PERSONNEL INTERVIEWED/ OBSERVATIONS |
| 9 ELECTRICITY INDUSTRY CUSTOMER TRANSFER CODE – LICENCE CONDITIONS AND OBLIGATIONS | | | |
| 6 Type [2] | Clause 3.2(2) - A retailer must submit a separate data request for each connection point, unless otherwise agreed. | | <p>Finding: Compliance with this requirement is inherent in the design of the Western Power Web Portal (Web Portal). The Web Portal only allows one NMI per data request. A NMI Standing Data Request was required to reference NMI and NMI checksum. The Licensee demonstrated the limitation during the site audit.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">▪ Western Power Build Pack, Western Power Portal, 1, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none">▪ Use of the Western Power Build Pack which defined the processes, procedures and methods used to communicate between the network operator and code participants▪ The Western Power Web portal was used by Licensee for all data requests using the NMI▪ Compliance was inherent in the Western Power Web Portal (Web Portal) design.▪ Data requests were processed through third party service provider▪ Business Management System S5.3 described portal use▪ All requests for historical consumption data or requests for standing data were made using the Web Portal |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | 1 |
| 2021 RECOMMENDATION - NIL | | | |

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|---------------------------|---|-----------------|-------------------|---|
| 7 Type [2] | 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. | | | <p>Finding: It was noted that the Western Power portal is utilised for data requests. The Portal restricts the number of requests to 100 per day and the Licensee is unable to exceed prescribed number of requests unless a request to do so is sought. The Licensee confirmed the maximum number of data requests, inclusive of standing data and historical consumption data, submitted during the audit period was under the 100 requests per day limit.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">Western Power Portal, 1 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none">No specific Control Procedure provided that reflected the 100 limit per day for historical and standing data requests.BMS did not specifically reference complianceEvidence of incorporating the specific requirements of Build Pack was not verified in CE Control Procedures. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |
| 8 Type [2] | 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. | | | <p>Finding: The Licensee confirmed during the audit period there were no instances where verifiable consent was ceased to apply or was withdrawn by customers before WP provided the historical consumption data.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">1, 76-83, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none">BMS did not specifically reference the requirement for withdrawal request for VCF.Samples of VCF requested were provided and are maintainedBack-up and testing procedures were confirmed by the Corporate Service Manager |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |

| | | | |
|-------------------|--|-------------------------------------|---|
| | 2021 RECOMMENDATION - NIL | | |
| 9 Type [2] | 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. | | Finding: The Licensee confirmed during the audit period there were no withdrawn requests and as such no payments were made to WPN for work performed in relation to a request for historical consumption data. Documents/Systems: <ul style="list-style-type: none"> Web Portal, CRM, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | |
| 16 Type [2] | 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. | | Finding: The Licensee's procedures referenced the appropriate use of data (historical consumption data or standing data, as applicable) with respect to the provision of a quotation or customer transfer. Documents/Systems: <ul style="list-style-type: none"> 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 Observations: <ul style="list-style-type: none"> BMS – Section 6 – Customer Data reflected the requirement. |
| | 2021 RECOMMENDATION - NIL | | |

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|-------------------|---|-------------------------------------|---|--|
| 17 Type [2] | 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. | | Finding: The Licensee confirmed that there have been no requests by contestable customers in respect to the aggregation of historical consumption data. Documents/Systems: <ul style="list-style-type: none"> 1, CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider | |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> BMS – Section 6 – Customer Data reflected the requirement. The Licensee was a small organisation and awareness to compliance with requirement was noted. |
| | 2021 RECOMMENDATION - NIL | | | |
| 18 Type [2] | 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. | | Finding: The Licensee confirmed that no contestable customer data has been provided to any other person without written consent, other than those defined in 3.9(3)(a)(i). Documents/Systems: <ul style="list-style-type: none"> 1, CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider | |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> BMS – Section 6 – Customer Data reflected the requirement. The Licensee is a small organisation and awareness to compliance with requirement was noted. |
| | 2021 RECOMMENDATION - NIL | | | |
| 19 Type | Clause 3.9(4) - A retailer must keep a copy of the verifiable consent received from a contestable customer for two years. | | Finding: The Licensee's Control Procedures confirmed that electronic copies of VCF's are maintained. The Licensee's stored VCF on customer files. | |

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|----------------------------------|--|-------------------------------------|--------------------------------------|---|
| [2] | | | | Documents/Systems: <ul style="list-style-type: none"> 1,76-82 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 2 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> BMS – Section 3.5 – Record Keeping reflected the requirement. |
| | 2021 RECOMMENDATION - NIL | | | |
| 23 Type [2] | Clause 4.2(2) - A retailer must submit a separate customer transfer request for each connection point, unless otherwise agreed. | | | Finding: Customer transfers requests were facilitated by the Western Power Portal. Compliance with this requirement is inherent in the design of the portal which constrained customer transfer requests to single requests for connection points. The portal did not allow transfer requests for more than one NMI at a time. |
| | | | | Documents/Systems: <ul style="list-style-type: none"> Web Portal, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> Licensee demonstrated the use of the Web Portal and verification of these operational parameters. Screenshots obtained for reference. BMS – Section 5.3 – Western Power Portal reflected the requirement. |
| 2021 RECOMMENDATION - NIL | | | | |
| 24 Type [2] | 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. | | | Finding: Compliance with requirement was inherent in the portal design. All transfers were conducted via the portal. The portal provides for transfer reasons of either "Erroneous Transfer" or "New Customer Transfer" and requires that one of them be checked as a condition of acceptance |

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|----------------------------------|---|-------------------------------------|--------------------------------------|---|
| | | | | Documents/Systems: <ul style="list-style-type: none"> Web Portal Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> Licensee demonstrated the use of the Web Portal and verification of these operational parameters. Control procedures do not specifically reference this requirement. |
| | 2021 RECOMMENDATION - NIL | | | |
| 25 Type [2] | 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. | | | Finding: The Licensee had a valid ETAC with Western Power for the duration of the audit period. Web Portal access was facilitated by WPN and CTR process. There were no erroneous transfers during the audit period. |
| | | | | Documents/Systems: <ul style="list-style-type: none"> Web Portal, 1, 72, 84 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> The ETAC executed on 10/5/2012 was to be extended. The Licensee acknowledged the requirement to seek extension of the ETAC, noted this was not included in the Retail Compliance Calendar 2021 BMS – Section 5.1 – ETAC did not specifically reference the requirement |
| 2021 RECOMMENDATION - NIL | | | | |
| 26 | Clause 4.4(2) - A retailer that submits a customer transfer request to reverse an erroneous transfer must ensure the transfer was | | | Finding: During the audit period there were no instances where the Licensee submitted a CTR to reverse an erroneous transfer. The process to confirm the identity of the incoming retailer is |

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|---------------------------|--|-----------------|--|
| Type [2] | made in error and, if it is an incoming retailer, confirm the identity of the previous retailer. | | <p>managed by WPN through the Web Portal via a customer transfer notification (CTN). It was noted that a notice of Erroneous Transfer informs Western Power to restore the customer to its original retailer.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">▪ Web Portal, Build Pack, 1 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none">▪ It was noted the Build Pack detailed the process.▪ BMS did not specifically reference the requirement▪ The Licensee is a small organisation and awareness to compliance with requirement was noted. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | NR |
| 2021 RECOMMENDATION - NIL | | | |
| 27 Type [2] | 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. | | <p>Finding: All transfers were requested electronically via the Western Power Web Portal, accessible via the internet. Compliance was inherent in the Web Portal design as it constrained the number of transfers to less than the prescribed number. The portal limits customer transfers to the prescribed limit of 20, which limit also applies to transfers with the same nominated transfer date. During the audit period there were no instances observed where the prescribed limit was exceeded.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">▪ Web Portal, <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none">▪ It was noted the Build Pack detailed the process.▪ BMS did not specifically reference the requirement |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | 1 |

| | | | |
|----------------------------------|--|-------------------------------------|--|
| 2021 RECOMMENDATION - NIL | | | |
| 28 Type [2] | 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. | | <p>Finding: During the audit period no CTRs were withdrawn because Verifiable Consent ceased to apply. Verifiable Consent to transfer is different from Verifiable Consent to access data. Customer Transfer Requests were only submitted after an Electricity Supply Agreement was signed, witnessed, and countersigned. It was noted that withdrawal of consent to transfer would constitute breach of contract following a 10 business day cooling off period.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal, CRM, 1, 107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY 4 | CONTROLS RATING NP | <p>COMPLIANCE RATING NR</p> <p>Observations:</p> <ul style="list-style-type: none"> The BMS included references to customer transfer Sample of ESA's and transfer dates were reviewed. Archived ESA's applicable to the audit period were provided for review. |
| | 2021 RECOMMENDATION - NIL | | |
| 29 Type [2] | 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. | | <p>Finding: The Web Portal was used to nominate the transfer date for CTRs. It was understood that the Transfer Type and the Nominated Transfer Date fields were compulsory. As such the CTRs with nominated transfer dates were entered into the Web Portal.</p> <p>The Licensee demonstrated and confirmed the current operational parameters of the Web Portal appear to automatically reject the out of date CTRs.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal, 1 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |

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|-------------------|--|-------------------------------------|---------------------------------------|--|
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> A table of prescribed timeframes were imbedded on the CTR page of the web portal for reference. |
| | 2021 RECOMMENDATION – NIL | | | |
| 30 Type [2] | 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. | | | Finding: The Licensee confirmed, Clear Energy did not pay costs incurred by a network operator for providing and/or installing a meter if a customer transfer request was withdrawn. Documents/Systems: <ul style="list-style-type: none"> Web Portal, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Samples of non-energy invoices were not provided as the third-party service provider received them and confirmed costs were not passed on It was noted CE control procedures do not reference the instances where CTR is withdrawn. |
| | 2021 RECOMMENDATION - NIL | | | |
| 34 Type [2] | Clause 4.9(6) - A network operator and retailer must agree to a revised nominated transfer date in certain circumstances. | | | Finding: The License confirmed that during the audit period where circumstances required Western Power and the Licensee had to agree to a revised nominated transfer date. Documents/Systems: <ul style="list-style-type: none"> Web Portal, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> It was noted the Build Pack referenced the process for changes to nominated transfer date. Specific reference to WPN obligations under section 4.10(1) of the Customer Transfer Code |

| | | | |
|--------------------|--|------------------------|--|
| | 2021 RECOMMENDATION - NIL | | |
| 39 Type [2] | 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. | | <p>Finding: The Licensee confirmed actual values were generally obtained for all meters before the nominated transfer date occurred. The Licensee accepted all Western Power's reasonable endeavours to set a new nominated transfer date which was as close as practicable to the original nominated transfer date. Communication requirements are fulfilled by notifications via the web portal.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> The BMS did not specifically reference the process. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | 1 |
| | 2021 RECOMMENDATION - NIL | | |
| 40 Type [NR] | 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 | | <p>Finding: The Licensee had a valid ETAC with Western Power for the duration of the audit period. It was noted the ETAC was subject to second deed of amendment in relation to the access contract term.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal, 1, 72, 84 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> The ETAC executed on 10/5/2012 was to be extended. The Licensee acknowledged the requirement to seek extension of the ETAC, noted this was not included in the Retail Compliance Calendar 2021 or the BMS |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 5 | NP | 1 |

| | | | |
|--------------------|---|-------------------------------------|--|
| | 2021 RECOMMENDATION - NIL | | |
| 43 Type [NR] | 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. | | Finding: The Licensee confirmed there were no erroneous transfers during the audit period. Documents/Systems: <ul style="list-style-type: none"> Web Portal, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> The BMS did not specifically reference the process. |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| 44 Type [2] | 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 | | Finding: Licensee's Control Procedures confirmed that electronic copies of VCF's are maintained. The Licensee's stored VCF on customer files. Documents/Systems: <ul style="list-style-type: none"> 1, 76-82 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> BMS – Section 3.5 – Record Keeping reflected the requirement. |
| | PRIORITY 3 | CONTROLS RATING A | COMPLIANCE RATING 1 |
| | 2021 RECOMMENDATION - NIL | | |
| 45 Type [2] | 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. | | Finding: During the audit period there were no instances where customers were billed for charges after the transfer date. There were no erroneous transfers during the audit period. Documents/Systems: |

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| | | | | <ul style="list-style-type: none"> Web Portal, 1 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 10.1 – Billing reflected the requirement. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |
| 48 Type [2] | 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. | | | <p>Finding: During the audit period all data and information were done electronically via the Web Portal.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal, Build Pack <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> The "communication rules" incorporate and largely comprise the suite of technical documents known as the "Build Pack" During the audit the Build Pack was accessible on Western Power website as the following https://www.westernpower.com.au/industry/manuals-guides-standards/build-pack/ |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |
| 48A Type [2] | Clause 6.1 - All notices must be in writing and delivered as described in subclauses 6.1(a)-(c) | | | <p>Finding: The Licensee confirmed that in all instances where communication with Western Power was intended to be a recognised as a valid notice, then the notice or other communication of information was via means as described in subclauses 6.1(a)-(c). General queries and communication with Western Power Liaison contact routinely via email or telephone.</p> <p>Documents/Systems:</p> |
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| | | | | <ul style="list-style-type: none"> Web Portal, Build Pack <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> It was noted the Customer Transfer Code defined notice as a notice or other communication in <i>writing</i> under Part 6 and included a <i>data request</i> or a <i>CTR</i>. The Communication rules as detailed in the Build Pack define the processes and protocols approved for use by Western Power and the Licensee to exchange or provide information and data as required under the Code. It was noted that the Customer Transfer Code references the application of the Metering codes communication rules |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |
| 49 Type [2] | 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. | | | <p>Finding: The Licensee's notice in relation to a data request or customer transfer request identified the connection point. All transfers and data transactions were done electronically via the Web Portal which used the National Meter Identifier or NMI as a distinct and universal identifier or code for each connection point in the electricity market. The NMI was noted in the Build Pack procedures specified NMI as a mandatory field and included validation processes to ensure the correct NMI was referenced (i.e. NMI and NMI checksum)</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> Nil |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |
| 52 | Clause 6.4(1) - A retailer must notify its contact details to a network operator within three business days of a request. | | | |

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| Type [2] | | | | <p>Finding: The Licensee confirmed that during the audit period the network operator did not make a request for the Licensee to notify its contact details. The contact details were provided with the initial access contract.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 5.4 – Customer Transfer Code and Electricity Industry Metering Code reflected the requirement Notification of change by Licensee from PO Box to Perth office address not requested by network operator. Use of the CRM or control procedures to capture compliance of 3 business day rule was not able to assessed. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |
| 2021 RECOMMENDATION - NIL | | | | |
| 53 Type [2] | <p>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.</p> | | | <p>Finding: The Licensee confirmed that during the audit period Clear Energy did not change its contact details.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Nil <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 5.4 – Customer Transfer Code and Electricity Industry Metering Code reflected the requirement It was noted that “contact details” means the <i>notified electronic</i> communication address, <i>notified facsimile number</i>, <i>notified postal address</i> and <i>notified telephone number</i> of a <i>network</i> |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |

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| | 4 | NP | NR | <i>operator or retailer</i> , as applicable. The change in the licensee's registered place of business (refer 123) was not applicable to intent of this requirement. |
| | 2021 RECOMMENDATION - NIL | | | |
| 54 Type [2] | 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 | | | <p>Finding: The use of the Western Power portal meets the requirements of the communication rules. All transfers and data transactions were done electronically via the portal. Other communications are by email to the correct addresses.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 5.4 – Customer Transfer Code and Electricity Industry Metering Code reflected the requirement |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | 2021 RECOMMENDATION - NIL | | | |
| 55 Type [NR] | 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 | | | <p>Finding: The Licensee confirmed that during the audit period the Clear Energy did not engage in dispute with regards to the Customer Transfer Code.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> CRM <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 5.4 – Customer Transfer Code and Electricity Industry Metering Code reflected the requirement i.e. 5 business days was not formally embedded into the organisations systems. |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR | |

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| | | | | <ul style="list-style-type: none"> Use of the CRM or control procedures to capture compliance of 5 business day rule was not able to assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 56 Type [NR] | <p>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 executive officer of each disputing party who must attempt to resolve the dispute through negotiations that are conducted in good faith.</p> | | | <p>Finding: The Licensee confirmed that during the audit period the Clear Energy did not engage in dispute with regards to the Customer Transfer Code.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> CRM <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 5.4 – Customer Transfer Code and Electricity Industry Metering Code reflected the requirement i.e. 10 business days Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 57 Type [2] | <p>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.</p> | | | <p>Finding: The Licensee confirmed that during the audit period the Clear Energy did not engage in dispute with regards to the Customer Transfer Code.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Nil <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 5.4 – Customer Transfer Code and Electricity Industry Metering Code reflected the requirement |
| | 2021 RECOMMENDATION - NIL | | | |

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| 58 Type [NR] | 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. | | | Finding: The Licensee confirmed that during the audit period the Clear Energy did not engage in dispute with regards to the Customer Transfer Code. Documents/Systems: <ul style="list-style-type: none">▪ Nil Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none">▪ BMS – Section 5.4 – Customer Transfer Code and Electricity Industry Metering Code reflected the requirement |
| | 2021 RECOMMENDATION - NIL | | | |
| 59 Type [NR] | 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. | | | Finding: The Licensee confirmed that during the audit period the Clear Energy did not engage in dispute with regards to the Customer Transfer Code. Documents/Systems: <ul style="list-style-type: none">▪ Nil Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none">▪ BMS – Section 5.4 – Customer Transfer Code and Electricity Industry Metering Code reflected the requirement |
| | 2021 RECOMMENDATION - NIL | | | |
| 11 ELECTRICITY INDUSTRY (CUSTOMER CONTRACTS) REGULATIONS 2005 – LICENCE CONDITIONS & OBLIGATIONS | | | | |

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| 79 Type [2] | Regulation 5 - A non-standard contract must be in a format that is easy to read and expressed in clear, simple and concise language. | | | <p>Finding: The Licensee confirmed all customers are on a Non-Standard Contract (NSC) and accompanying key terms, general conditions. The documentation was reviewed and confirmed it was easy to read and expressed in clear, simple and concise language.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">1, 95-101, 107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none">All small-use customers were signed onto ESAs and NSCs,A sample of ESAs applicable to the audit period were reviewed:<ul style="list-style-type: none">ESA V1 Sept 2019ESA V 3 July 2020ESA V5 Nov 2020ESA V6 Feb 2021ESA V8 July 2021It was noted there were no customer complaints regards ESAs during the audit period. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |
| 80 Type [2] | Regulation 6 - A non-standard contract must specify when it comes into effect and the period for which it has effect. | | | <p>Finding: For the duration of the audit period the Licensee's Non-standard contract did not specify the start date. This non-compliance was noted to have only been applicable to customers not signed on a Common Use Agreement (CUA), with the exception of one CUA customer.</p> <p>It was noted that the period for which it has effect was the contract term and was specified on NSC.</p> <p>Documents/Systems: 1, 28-40,41, 42, 62-65, 94-101,107-112</p> <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |

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| | | | | Observations: <ul style="list-style-type: none">▪ The Licensee had identified the discrepancy and while the organisation was in the growth phase had committed to a 3 tiered process to ensure compliance (i.e., triple review of contract requirements prior to commencement)▪ Additional resources have been engaged (i.e., COO position)▪ The omission of the information was as a result of assuming the start date would be nominated once the customer had moved across to CE.▪ It was understood customer email communication supported the knowledge of start dates.▪ There have been no customer complaints in relation to the start of the contracts.▪ The Licensee has amended the NSC▪ The customers signed under a CUA▪ The Licensee demonstrated a strong compliance culture. Prompt action for resolution of non-compliances was noted▪ Document and version control was not reflected on the SFC.▪ Contract start and end dates were clearly defined in the agreements with the third-party service provider and the licensee. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| 01/2021 RECOMMENDATION – To ensure compliance requirements of the NSC and ESA terms comply with the Licence Obligations it is recommended the Licensee: <ul style="list-style-type: none">▪ continue to implement the 3-tier review process (i.e., review by COO, Corporate Services Manager and the CEO) for new contracts signed and amend the NSC to specify the start date;▪ develop control procedures for new contracts to specifically refer to the requirements of the NSC;▪ amend the BMS to reflect the process;▪ implement internal audit process as intended by the management team;▪ apply document and version control to ensure amendments to NSC documentation are tracked; and▪ review of the ESA terms in section 2 (When this agreement starts). | | | | |
| 81 Type [2] | Regulation 7 - A non-standard contract must specify certain information about the retailer. | | | Finding: The Licensee's NSC specified: (a) company name and business name (b) Australian Company Number; (c) registered office address and business address (if different from its registered office address); (d) postal address; |

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| | | | | (e) telephone number; (f) email address; and (g) internet website address. Documents/Systems: <ul style="list-style-type: none"> 1, 28-40,41, 42, 62-65, 94-101107-112 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> All NSC applicable during the audit period were reviewed. |
| | PRIORITY 2 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | RECOMMENDATION – NIL | | | |
| 82 Type [2] | Regulation 8 - A non-standard contract must give an exact description of the goods and services that the retailer will provide under the contract. | | Finding: During the audit period, the Licensee's NSC detailed an exact description of goods and services that the Licensee provided under the contract. Documents/Systems: <ul style="list-style-type: none"> 1, 28-40,41, 42, 62-65, 94-101107-112 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> A sample of the NSC and ESA applicable to the audit period were reviewed. | |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | RECOMMENDATION - NIL | | | |
| 83 Type [2] | Regulation 9 - A non-standard contract must require the customer to pay for electricity supplied under the contract. | | Finding: During the audit period, the Licensee's NSC and ESA required the customer to pay for electricity supplied under the contract. Documents/Systems: <ul style="list-style-type: none"> 1, 28-40, 41, 42, 62-65, 94-101,107-112 | |

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| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> A sample of the NSC and ESA applicable to the audit period were reviewed. |
| | 2021 RECOMMENDATION - NIL | | | |
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| 84 Type [2] | 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. | | | Finding: During the audit period, the Licensee's NSC and ESA included provisions to prohibit the customer from tampering with, or bypassing, network equipment or allowing any other person to do so. Documents/Systems: <ul style="list-style-type: none"> 1, 28-40, 41, 42, 62-65, 94-101, 107-112 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> A sample of the NSC and ESA applicable to the audit period were reviewed. Specified in the ESA Section 3.6 |
| | 2021 RECOMMENDATION - NIL | | | |
| 85 Type [2] | 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 | | | Finding: During the audit period, the Licensee's NSC and ESA described the circumstances under which Clear Energy had the right to disconnect and was required to reconnect supply. Documents/Systems: <ul style="list-style-type: none"> 1, 28-40, 41, 42, 62-65, 94-101, 107-112 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> A sample of the NSC and ESA applicable to the audit period were reviewed. |
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| | 2021 RECOMMENDATION - NIL | | |
| 86 Type [2] | 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. | | <p>Finding: During the audit period, the Licensee's NSC and ESA outlined the circumstances in which a security deposit would be required, how it would be kept and identified accounting records. Reference to the payment of accrued interest was also referenced.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 28-40, 41, 42, 62-65, 94-101,107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY 4 | CONTROLS RATING NP | <p>COMPLIANCE RATING 1</p> <p>Observations:</p> <ul style="list-style-type: none"> A sample of the NSC and ESA applicable to the audit period were reviewed. Noted the Licensee did not require security deposits during the audit period. |
| | 2021 RECOMMENDATION - NIL | | |
| 87 Type [2] | Regulation 13 - A non-standard contract must describe the retailer's obligations in relation to the provision of prices and tariff information. | | <p>Finding: During the audit period, the Licensee's NSC and ESA detailed their obligations under clause 10.1(3) of the <i>Code of Conduct for the Supply of Electricity to Small Use Customers</i> to notify the customer within 8 business days any information on Clear Energy's tariffs, fees and charges, including any alternative tariffs that may be available to that customer.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> CRM, 1, 28-40, 41, 42, 62-65, 94-101,107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY 4 | CONTROLS RATING NP | <p>COMPLIANCE RATING 1</p> <p>Observations:</p> <ul style="list-style-type: none"> The ESA references the provision of information and satisfied the notification requirements (i.e. refer ESA V3 S 7.5) A sample of the NSC and ESA applicable to the audit period were reviewed. |
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| | | | | <ul style="list-style-type: none"> Notifications were written. Use of the CRM or control procedures to capture compliance of 8 business day rule was not able to assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 88 Type [2] | 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. | | | <p>Finding: During the audit period, the Licensee's NSC and ESA described the procedures followed by Clear Energy in relation to the preparation, issue and review of the customer's bills.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 28-40, 41, 42, 62-65, 94-101,107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | <p>Observations:</p> <ul style="list-style-type: none"> The ESA referenced the preparation, issue and review of customer bills (i.e. refer ESA V3 S 8) A sample of the NSC and ESA applicable to the audit period were reviewed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 89 Type [2] | Regulation 15 - A non-standard contract must describe the matters relating to the termination of the contract that are specified in the regulation. | | | <p>Finding: The Licensee's NSC and ESA did not describe the matters relating to the termination of the contract that are specified in the regulation. Specifically obligations; 15.2(ca) in relation to circumstances where the customer consumes more than 160 MWh of electricity in any period of 12 months; and 15.1(b) deal with the procedures for and in relation to termination of the contract.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 28-40, 41, 42, 62-65, 94-101,107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |

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| | PRIORITY 4 | CONTROLS RATING B | COMPLIANCE RATING 2 | Observations: <ul style="list-style-type: none"> A sample of the NSC and ESA applicable to the audit period were reviewed. Termination processes were not centrally defined in the ESA but the requirements were referenced throughout the document, with the exception of the 15.2(ca) |
| | 02/2021 RECOMMENDATION – Revise the ESA to reference termination procedures. Further develop control processes for training, internal audit, management review and change management processes to ensure ongoing compliance. | | | |
| 90 Type [2] | Regulation 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. | | | Finding: For the duration of the audit period, the Licensee's NSC advised the customers that any amendments would be communicated and mutually agreed prior to change. Although not exactly as referenced in the code, it was considered that the current wording of the ESA was compliant with the intent of the regulations as more stringent in application. Documents/Systems: <ul style="list-style-type: none"> 1, 28-40, 41, 42, 62-65, 94-101, 107-112 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> The ESA references the amendments and is considered to have satisfied the intention of the regulations (i.e. refer ESA V8 S 18) Future amendments to the ESA would need to consider the requirements. A sample of the NSC and ESA applicable to the audit period were reviewed. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | RECOMMENDATION – NIL | | | |
| 91 Type [2] | Regulation 17 - A non-standard contract must specify the assignment of rights and obligations, including assignment without the customer's consent. | | | Finding: During the audit period, the Licensee's NSC and ESA specified Clear Energy's rights and obligations, including assignment without the customer's consent. Documents/Systems: <ul style="list-style-type: none"> 1, 28-40, 41, 42, 62-65, 94-101, 107-112 |

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| | | | | Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> The ESA referenced the assignment of rights (i.e. refer ESA V3 S 16.3) A sample of the NSC and ESA applicable to the audit period were reviewed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 92 Type [2] | 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. | | | Finding: During the audit period, the Licensee's NSC and ESA detailed their complaints handling procedures and the subsequent escalation processes available to the customer. |
| | | | | Documents/Systems: <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101, 107-112, Clear Energy Website |
| | | | | Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> The ESA referenced the complaints (i.e. refer ESA V1 S 23) The BMS (S11) specifically referred to management of complaints in accordance with Australian Standard on Complaints Handling (AS/NZS 10002:2014). It was noted this standard was superseded in 2018. |
| | 2021 RECOMMENDATION - NIL | | | |
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| 93 Type [2] | 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. | | | Finding: During the audit period, the Licensee's NSC and ESA detailed Clear Energy's management of customer information in accordance with the <i>privacy laws</i> . |
| | | | | Documents/Systems: <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101, 107-11 |
| | | | | Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Observations: |
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| | 4 | NP | 1 | <ul style="list-style-type: none"> The ESA referenced confidentiality (i.e. refer ESA V6 S 19) Clear Energy's Privacy Policy was available on their website |
| | 2021 RECOMMENDATION - NIL | | | |
| 94 Type [2] | 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. | | | <p>Finding: During the audit period, the Licensee's NSC and ESA specified governance by the laws of the state Western Australia, the effect of an invalid or unenforceable provision, the way in which notice may be given and the use of emails by the retailer</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101, 107-11 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> The ESA referenced notices (i.e. refer ESA V8 S23) |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | 2021 RECOMMENDATION - NIL | | | |
| 95 Type [2] | 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. | | | <p>Finding: During the audit period, the Licensee's NSC and ESA did not contain a provision that excludes, restricts or modifies the Code of Conduct for the Supply of Electricity to Small Use Customers.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101, 107-11 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> The ESA specifically referenced the regulation by the Code of Conduct for the Supply of Electricity to Small Use Customers (i.e., ESA V8 S24) |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |

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| | 2021 RECOMMENDATION - NIL | | |
| 96 Type [2] | Regulation 32 - A non-standard contract must include details about the cooling off period specified in the regulation. | | Finding: During the audit period, the Licensee's NSC and ESA included details about the cooling off period as specified by the regulation. Documents/Systems: <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101,107-11 Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | |
| 97 Type [2] | 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. | | Finding: During the audit period, the Licensee's NSC and ESA did not include a provision for the customer to terminate the contract at any time with no less than 5 days' notice. Documents/Systems: <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101,107-11 Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING B | COMPLIANCE RATING 2 Observations: <ul style="list-style-type: none"> The ESA referenced ending the agreement before the end of the supply period (i.e. refer ESA V8 S2.3) |
| | 03/2021 RECOMMENDATION – Refer to recommendation 02/2021 | | |

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| 98 Type [2] | Regulation 33(2) 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 | | | <p>Finding: For the duration of the audit period, the Licensee's NSC and ESA did not describe the requirement that a fixed term contract must authorise the customer to terminate the contract at any time by giving notice to the retailer not less than 20 days before the day on which the customer wants the contract to end.</p> <p>It was noted the ESA and NSC specified the amount payable by the customer, by way of penalty, in the event that the customer terminated the contract before the expiry of the term of the contract and provided detail of prorate calculation.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101,107-11 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> A sample of the NSC and ESA applicable to the audit period were reviewed. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | B | 2 | |
| 04/2021 RECOMMENDATION – As for recommendation 02/2021. | | | | |
| 100 Type [2] | 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. | | | <p>Finding: The Licensee confirmed for the duration of the audit period, no customers were supplied under the SFC</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101,107-11 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Nil |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |

12 ELECTRICITY INDUSTRY ACT - LICENCE CONDITIONS AND OBLIGATIONS

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| 105 Type [2] | Licence Condition 4.2.1 - 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> . | | | Finding: The Licensee paid the prescribed licence fees to the ERA in accordance with the obligations. Documents/Systems: <ul style="list-style-type: none">1, 10, 28-40, 41, 42, 62-65, 94-101, 107-11 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">Retail Licence Corporate Calendar used for tracking.BMS Section 3.7 – Fee – referenced the requirement. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| RECOMMENDATION - NIL | | | | |
| 106 Type [NR] | Licence Condition 4.1.1 - 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. | | | Finding: Clear Energy has limited capacity to minimize the extent or duration of any interruption, suspension or restriction of the supply of electricity due to an accident, emergency, potential danger or other unavoidable cause. Western Power as the Network provider fulfil this obligation. However, the Licensee has implemented several practices and subscribed to services to ensure awareness to potential issues. Documents/Systems: <ul style="list-style-type: none">1, 102-105, Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">The Licensee has identified sales activities, undertaken a risk review and completed a Retail Electrical Sales Control Map to mitigate risks. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| | | | | <ul style="list-style-type: none"> Fortnightly updates on industry news have been subscribed to. |
| | 2021 RECOMMENDATION - NIL | | | |
| 108 Type [2] | Licence Condition 6.4.1 - 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. | | | <p>Finding: The Licensee's Control Procedures ensure that all new contracts processed are checked for small-use compliance prior to processing.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 10, 28-40, 41, 42, 62-65, 94-101, 107-11 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS refers to customer contracts and small use customer requirements |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | 2021 RECOMMENDATION - NIL | | | |
| 109 Type [2] | Licence Condition 6.6.1 - A licensee must comply with any direction by the ERA to amend the standard form contract and do so within the period specified | | | <p>Finding: For the duration of the audit period, the licensee did not receive any direction by the ERA to amend the standard form contract.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> ERA Website, 1 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts Noted Clear Energy's SFC contract was not amended during the audit period The SFC was amended as initiated by CE on 14 December 2021 BMS – Section 3.3 specifically referenced this requirement. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |

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| 111 Type [2] | Licence Condition 6.1.1 - 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. | | | Finding: The Licensee was member of an approved scheme and there were no decisions or directions by the electricity ombudsman issued. Documents/Systems: <ul style="list-style-type: none">Energy and Water Ombudsman Website, 115 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">https://energyandwater.ombudsman.wa.gov.au/service-providers/service-provider-contactsClear Energy listed as Service Provider on The Energy and Water Ombudsman website.Sample invoice payments to approved scheme provided. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |

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| 13 ELECTRICITY LICENCES – LICENCE CONDITIONS AND OBLIGATIONS | | | | |
| 114 Type [2] | Licence Condition 6.3.1 - A licensee must ensure that an electricity marketing agent of the licensee complies with the Code of Conduct for the Supply of Electricity to Small Use Customers 2018. | | | Finding: The Licensee has implemented an Induction Process for sales personnel to ensure compliance with the Code. The BMS detailed the engagement of community groups as electricity marketing agents Documents/Systems: <ul style="list-style-type: none">1, 57-60, CRM Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">Clear Energy placed employees of Clear Energy in each community group to act on behalf of Clear Energy and ensure compliance with the Small Use Customer Code. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| | | | | <ul style="list-style-type: none"> Training records were maintained by Clear Energy. |
| | 2021 RECOMMENDATION - NIL | | | |
| 116 Type [NR] | Licence Condition 6.4.2 - 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. | | | <p>Finding: For the duration of the audit period, the licensee did not receive any direction by the ERA to amend the standard form contract.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> ERA Website, 1 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contracts Noted Clear Energy's SFC contract was not amended during the audit period The SFC was amended as initiated by CE on 14 December 2021. CE incorporated the ERA notes in the review process and revised SFC as required. BMS – Section 3.3 specifically referenced this requirement. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 117 Type [NR] | Licence Condition 6.4.3 - 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. | | | <p>Finding: Refer to finding for obligation 109.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Nil <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Nil |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |

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| 118 Type [2] | Licence Condition 6.5.1 - A licensee can only amend the standard form contract with the ERA's approval | | | <p>Finding: The Licensee did not amend the SFC during the audit period. Amendment with ERA approval as required was noted to have occurred outside the audit period.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">ERA Website, 1 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none">https://www.erawa.com.au/electricity/electricity-licensing/standard-form-contractsNoted Clear Energy's SFC contract was not amended during the audit periodThe SFC was amended as initiated by CE approved by the ERA and uploaded on their website 14 December 2021BMS – Section 3.3 specifically referenced this requirement. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |
| 2021 RECOMMENDATION - NIL | | | | |
| 119 Type [2] | Licence Condition 4.3.1 - A licensee and any related body corporate must maintain accounting records that comply with the Australian Accounting Standards Board Standards or equivalent International Accounting Standards. | | | <p>Finding: Clear Energy provided evidence of maintenance of accounting records that complied with Australian Accounting Standards Board Standards (AASBs)</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">52-56 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none">Evidence provided to verify Clear Energy's accounting records was provided.CE prepared the financial statements on the basis that the company was a non-reporting entity because there are no users dependent on general purpose financial reports. The financial report was therefore a special purpose financial report that was prepared in order to meet the requirements of the Corporations Act 2001. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| | 2021 RECOMMENDATION – NIL | | | |
| 121 Type [2] | Licence Condition 5.3.2 - licensee must comply, and require its auditor to comply, with the ERA's standard audit guidelines for a performance audit | | Finding: The 2021 Performance Audit was conducted in accordance with the ERA's standard Audit Guidelines. The Licensee engaged GES for the audit period 2 October 2019 to 31 October 2021 and the engagement process adhered to the requirements of the Audit Guidelines. Documents/Systems: <ul style="list-style-type: none"> 46 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider | |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 123 Type [2] | Licence Condition 4.4.1 - 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. | | Finding: The Licensee confirmed that during the audit period Clear Energy was not under external administration and there were not significant changes affecting the Licensee's ability to meet its obligations. However, the Licensee changed the principle place of business and did not notify the ERA within the required timeframe. Documents/Systems: <ul style="list-style-type: none"> 1 Personnel Interviewed: Corporate Services Manager, CFO | |
| | PRIORITY 4 | CONTROLS RATING B | COMPLIANCE RATING 2 | Observations: <ul style="list-style-type: none"> Notification and confirmation of correct details were noted outside the scope of the audit period. |

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| | 05/2021 RECOMMENDATION – Notify the ERA of the correct contact details. It was noted this was undertaken and the ERA website now accurately reflects the Licensee's name, ABN and address. Email communication confirmed this was completed 10 December 2021. | |
| 124** Type [2] | Licence Condition 4.5.1 - 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 | <p>Finding: During the audit period the Licensee complied with the dates for the submission of reporting requirements, with the exception of the 2020 Annual Compliance Report and the 2020 Standing Data.</p> <p>The Licensee had the following provision of information requirements during the audit period;</p> <ul style="list-style-type: none"> ▪ Annual Compliance Report - Compliance Reports due for submission by the 31 August annually were submitted on time, with the exception of the 2020 Report which submitted on 10 September 2020. (Reporting years 2020-2021 within audit scope). Note the 2021 Annual Compliance Report was submitted on the 11/8/2021 and accurately reflected the non-compliance of the previous reporting year. ▪ Standing Charges Data – Standing data due for submission by the 30 September annually were submitted on time, with the exception of the 2020 Standing Data which was submitted 1 October 2020. (submission was following a reminder by the ERA). ▪ Electricity Retail Licence Performance Reporting Datasheets – All Electricity Retail Performance Reporting datasheets due for submission by the 30 September annually were submitted on time for the 2020 and 2021 reporting years. The Licensee's website was under construction for the 2020 Reporting Year and communication with the ERA was noted requiring Clear Energy to publish the reports as soon as possible. Clear Energy confirmed publishing on 16/10/2020. <p>Documents/Systems:</p> <ul style="list-style-type: none"> ▪ 1,19-2748-51,72, 113,119 <p>Personnel Interviewed: Corporate Services Manager</p> <p>Observations:</p> <ul style="list-style-type: none"> ▪ The CFO confirmed the use of a corporate outlook calendar for the scheduling of compliance related reporting. |

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| | PRIORITY 2 | CONTROLS RATING B | COMPLIANCE RATING 2 | <ul style="list-style-type: none"> The Licensee submitted the 2021 Standing Data which was submitted 16 August 2021. However, the Licensee identified it as incorrect and resubmitted the correct Standing Data to the ERA in an updated email (i.e., 9/15/2021 - within the required timeframe). Late submission of 2020 Annual Compliance Report and Standing Data was noted by the Licensee as due to inexperience in compliance reporting matters |
| | 06/2021 RECOMMENDATION – The Control Procedures in relation to the correct collection and handling of data that the Licensee supplies to ERA and compliance related activities were reviewed and implemented in order to facilitate accurate and timely reporting of information to the ERA. The Licensee created a full-time compliance position, and management processes were put in place to ensure forward looking timelines and reports were produced, reviewed and submitted on time. No further recommendation has been made in relation to provision of information to the ERA. | | | |
| 125 Type [2] | Licence Condition 3.8.1 & 3.8.2 - A licensee must publish any information as directed by the ERA to publish, within the timeframes specified. | | Finding: During the Audit Period the Licensee was required to publish the Electricity Retail Licence Performance Reporting Datasheets for the reporting years 2020-2021. The 2021 Reporting communication was sighted, and upload data verified on the Licensee's website confirmed the datasheets were published as required within the 7-calendar day timeframe as specified by the ERA. The publishing of the 2020 Performance Report was delayed due to the development of the Licensee's website. The ERA was notified and kept updated when the report was published on the 16/10/2020. | |
| | PRIORITY 2 | CONTROLS RATING A | COMPLIANCE RATING 1 | Documents/Systems: Clear Energy Website, 14, 18, 23, 26 Personnel Interviewed: Corporate Services Manager, CFO, Digital Marketing Co-ordinator Observations: <ul style="list-style-type: none"> The CFO email communications 2021 reporting requirements were reviewed. Proactively completed compliance requirements. It was noted they were published within 7 days. |
| | 2021 RECOMMENDATION - NIL | | | |
| 126 Type [2] | Licence Condition 3.7.1 - All notices must be in writing, unless otherwise specified. | | Finding: During the Audit Period the Licensee demonstrated evidence of notices and correspondence with ERA in respect to Clear Energy's Retail Licence obligations. | |
| | | | Documents/Systems: <ul style="list-style-type: none"> 1, 12-26, 45-51 | |

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| | | | | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">▪ Nil |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | 2021 RECOMMENDATION - NIL | | | |
| 14 CODE OF CONDUCT – LICENCE CONDITIONS AND OBLIGATIONS | | | | |
| MARKETING | | | | |
| 130 Type [2] | 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). | | | Finding: The Licensee confirmed that Clear Energy did not use SFC during the audit period. The Licensee has developed control procedures in relation to this obligation. Documents/Systems: <ul style="list-style-type: none">▪ 1, CRM, ERA Website (Clear-Energy-standard-form-contract---ERL014.PDF(erawa.com.au)) Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none">▪ BMS – Section 3.6.7 – Other Reporting referenced the Small Use Customer Code▪ Control processes to ensure compliance with the 5 business day timeframes were not evidenced |
| | 2021 RECOMMENDATION - NIL | | | |
| 131 Type [2] | Code of Conduct, clause 2.2(2) - 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. | | | Finding: The Licensee confirmed that Clear Energy did not use SFC during the audit period. The Licensee has not developed specific control procedures in relation to this obligation |

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| | | | | Documents/Systems: <ul style="list-style-type: none">1, CRM, ERA Website (Clear-Energy-standard-form-contract---ERL014.PDF (erawa.com.au)) Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">BMS – Section 3.6.7 – Other Reporting referenced the Small Use Customer Code Section 2.1Control processes to ensure compliance with the 5 business day timeframes were not evidencedSFC (CI 20(c)(vii))references provision of general information on the safe use of electricity (via the website or the customer key terms) – not verified during the audit as not applicable. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION – NIL | | | |
| 132 Type [2] | 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). | | | Finding: For the duration of the audit period the Licensee used NSC. Clear Energy’s control procedures identified the signing of the ESA as the customers’ verifiable consent. Documents/Systems: <ul style="list-style-type: none">1, 94-101`.CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">Sample ESAs provided, refer Appendix 2.It was noted that evidence of compliance with the 5 business days timeframe measurable compliance requirements specified was not sighted and was not incorporated in the Licensee’s control procedure.Use of the CRM or control procedures to capture compliance of 5 business day rule was not able to assessed as implementation processes not fully established. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | 2021 RECOMMENDATION - NIL | | | |

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| 133 Type [2] | 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. | | | <p>Finding: Compliance was not confirmed for the duration of the audit period, noted that current NSC included the required information specified in subclause 2.3(2) is provided to the customer before entering into a non-standard contract. However, during the audit period the Licensee amended the NSC to include reference to all these requirements (i.e., Clause 2.3(2)(j) safe use of electricity). The versions of the ESA prior to V6 did not include reference.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">1, 107-112CRM <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none">Compliance was not confirmed for the duration of the audit period, for example ESA V5 November 2020 did not include reference, |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | B | 2 | |
| 07/2021 RECOMMENDATION – The Licensee has amended the NSC to reference the requirements. ESA V6 Feb 2021 noted as compliant. No further recommendations are made. | | | | |
| 135 Type [2] | 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. | | | <p>Finding: For the duration of the audit period the Licensee entered Non-Standard Contracts with customers, and a signed NSC together with the ESA was considered verifiable consent for Terms and Conditions (many of which were to ensure compliance with the code of conduct). Specific, confirmation of compliance with 2.3(2) was provided by the Licensee.</p> <p>However, confirmation of compliance with and 2.3(4) was not able to be determined by the marketing agent training documentation or CUA and ESA provided.</p> <p>Specifically the Licensee did not ensure, prior to arranging the NSC, that the electricity marketing agent acting on behalf of it, gave the customer the following information—</p> <p>(a) that the customer is able to choose the standard form contract offered by the relevant retailer; and</p> <p>(b) the difference between the non-standard contract and the standard form contract.</p> |

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| | | | | Documents/Systems: <ul style="list-style-type: none"> 1, 28-31, 57-60, 107-112, CRM |
| | PRIORITY 2 | CONTROLS RATING B | COMPLIANCE RATING 2 | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Control Procedures in relation to marketing agents were established, however, specific reference to 2.3(4) was not verified in the documentation or able to be confirmed by NSC records. |
| | 08/2021 RECOMMENDATION – Amend the NSC and ESA to reflect the requirements of 2.3(4), develop control procedures, develop training documentation for marketing agents to ensure compliance. | | | |
| 136 Type [2] | 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. | | | Finding: The Licensee was not required to make clear to the residential customer the inclusion of concessions (i.e., rebate, subsidy or grant related to the supply of electricity available to residential customers only.) nor disclose any prices that excluded concessions. The Residential customer was not eligible for concessions. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Documents/Systems: <ul style="list-style-type: none"> 1, 40, 109, CRM Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> It was noted that reference to the obligation was included in the ESA (V6) applicable to time at which the contract was signed (i.e., statement that the information about concessions that may be applicable to the residential customer would be available in either by the website, customer key terms and the ESA.). BMS – Section 7.1 – Marketing Guidelines – specifically referenced this obligation |
| | 2021 RECOMMENDATION - NIL | | | |

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| 137 Type [2] | 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 hours for the purposes of enquiries, verifications and complaints. | | <p>Finding: The contact details of Clear Energy were published on the website, and in the NSC, ESA and marketing information provided to the customer. The audit confirmed that customers were able to contact CE during the audit period.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Clear Energy Website, 1, 73, 74, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Sales induction documentation detailed the requirement. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | 1 |
| 2021 RECOMMENDATION – NIL | | | |
| 138 Type [2] | 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). | | <p>Finding: The Licensee confirmed during the audit period no requests were made by customers for information specified in subclause 2.5(1) (a) and (b). Awareness to the requirement was noted by the Licensee and marketing agents.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 73, 74, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 7.2 – Customer Contact – specifically referred to this obligation. Sales induction documentation detailed the requirement. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | NR |
| 2021 RECOMMENDATION - NIL | | | |
| 139 Type [2] | 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 | | <p>Finding: The Licensee confirmed during the audit period all BDMs/marketing agents who met with a customer face to face complied with the requirements of 2.5(2)(a) and 2.5(2)(b). Awareness to the requirement was noted by the Licensee and marketing agents.</p> |

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| | <ul style="list-style-type: none"> • provide the written information specified in subclause 2.5(2)(b) as soon as practicable following a request by the customer. | | | Documents/Systems: <ul style="list-style-type: none"> ▪ 1, 73, 74, CRM |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> ▪ BMS – Section 7.2 – Customer Contact – specifically referred to this obligation. ▪ Sales induction documentation detailed the requirement. ▪ It was noted that Marketing Agents have access to the CRM |
| | 2021 RECOMMENDATION - NIL | | | |
| 140 Type [2] | 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 premises, or no advertising is to be left at the premises. | | | Finding: The Licensee confirmed that all BDMs/Marketing Agents were made aware of their obligations and were compliant with any clearly visible signs indicating that canvassing is not permitted at the premises, or no advertising is to be left at the premises. Awareness to the requirement was noted by the Licensee and marketing agents. Documents/Systems: <ul style="list-style-type: none"> ▪ 1, 73, 74, CRM |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> ▪ BMS – Section 7.2 – Customer Contact – specifically referred to this obligation. ▪ Sales induction documentation detailed the requirement. ▪ No complaints were made in regard to this obligation. |
| | 2021 RECOMMENDATION - NIL | | | |
| 141 Type | 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 | | | Finding: The Licensee confirmed that there were no complaints received during the audit period and that all BDMs/Marketing Agents were made aware of their obligations and were compliant. A complaints process has been established. |

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| [2] | 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. | | Documents/Systems: <ul style="list-style-type: none"> 1, 10, 73, 74, CRM Personnel Interviewed: Corporate Services Manager, CFO | |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Observations: <ul style="list-style-type: none"> BMS – Section 7.2 – Customer Contact – specifically referred to this obligation. Sales induction documentation detailed the requirement. The Complaints Register did not reflect any complaints were made during the audit period. |
| | 4 | NP | NR | |
| 2021 RECOMMENDATION - NIL | | | | |
| 142 Type [2] | 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 receipt of the last contact from, or on behalf of, the electricity marketing agent, whichever is later | | Finding: The Licensee confirmed that all Marketing Agents kept records required under the code and copies of records were maintained by Clear Energy. Information was provided to the auditor as verification throughout the audit process. | |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Documents/Systems: <ul style="list-style-type: none"> 1, CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | 4 | NP | 1 | Observations: <ul style="list-style-type: none"> It was noted this requirement was not referenced specifically in the BMS or the Sales Induction Checklist |
| 2021 RECOMMENDATION - NIL | | | | |
| CONNECTION | | | | |
| 143 | Code Of Conduct, Clause 3.1(1) - If a retailer agrees to sell electricity to a customer or arrange for the connection of the | | | |

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| Type [2] | customer's supply address, the retailer must forward the customer's request for the connection to the relevant distributor. | | | Finding: The Licensee confirmed during the audit period in instances where CE agreed to sell electricity to a customer or arrange for the connection of the customer's supply address, they forwarded the customer's request for the connection to the relevant distributor. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Documents/Systems: <ul style="list-style-type: none">▪ Web Portal, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">▪ The BMS did not specifically reference this requirement and detail connection information clearly.▪ A control procedure was not provided for compliance with this obligation. |
| | 2021 RECOMMENDATION - NIL | | | |

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| 144 Type [2] | 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. | | | Finding: The Licensee confirmed during the audit period standard practice was for CE to forward the customer's request for the connection to the relevant distributor that same day, if the request was received before 3pm on a business day; or the next business day if the request was received after 3pm or on a weekend or public holiday. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Documents/Systems: <ul style="list-style-type: none">▪ Web Portal, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">▪ The BMS did not specifically reference this requirement and detail connection information clearly.▪ The CRM was not utilised in capturing the required information.▪ Processes were not well established to enable verification of this requirement. |
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| 2021 RECOMMENDATION - NIL | | | |
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| BILLING | | | |
| 145 Type [2] | 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. | | <p>Finding: Clear Energy's billing procedures ensured, bills were issued once a month and no more frequently. There was no requirement for an exception to be considered as specified in subclause 4.1(b).</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 139, 140 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> The Licensee demonstrated the functionality of the billing processes during the site audit. No specific Control Procedures. The Third-Party Service Provider verified billing process during the site audit (BMS S10.1) It was noted that the code of conduct allowed for adjustment of NSCs with respect to parameters 4.1. There was no adjustment of the reference to the billing cycle during the audit period. 2020 Performance reporting datasheet referenced 1 payment outside terms (Total number of business customers that have been issued with a bill outside the prescribed maximum timeframe.) A review of the cause of the billing anomaly in the 2020 Performance Report was noted to be due to an initial customer set up delay in the billing system and did not occur again during the audit period. The delay was short and confirmed it was not more than once a month and at least once every 3 months. Variation from the code was noted to be permitted in relation to Clause 4.1 Billing Cycle. Specifically, a retailer and a customer may agree that the following clauses (these are marked with an asterisk in the Code of Conduct) do not apply, or are to be amended in their application, in a non-standard contract (refer 1.10 Code of Conduct). There was no evidence to reflect the application of a variation from the code. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 |


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| | 2021 RECOMMENDATION - NIL | | |
| 146 Type [2] | 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). | | <p>Finding: The Licensee confirmed that during the audit period there were no customers placed on a shortened billing cycle.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> Sample invoices reviewed. There was one residential customer during the audit period and it was noted they did experience payment difficulties or financial hardship. Variation from the code was noted to be permitted in relation to Clause 4.2(1)-(6) Shortened Billing Cycle. Specifically, a retailer and a customer may agree that the following clauses (these are marked with an asterisk in the Code of Conduct) do not apply, or are to be amended in their application, in a non-standard contract (refer 1.10 Code of Conduct). There was no evidence to reflect the application of a variation from the code. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| 147 Type [2] | 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. | | <p>Finding: The Licensee confirmed that during the audit period there were no customers on a shortened billing cycle. There was one residential customer during the audit period and it was noted they did experience payment difficulties or financial hardship.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |

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| | 4 | NP | NR | Observations: <ul style="list-style-type: none"> The BMS nor ESA does not specifically reference this requirement. |
| | 2021 RECOMMENDATION - NIL | | | |
| 148 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period there were no customers on a shortened billing cycle. Documents/Systems: <ul style="list-style-type: none"> 1, CRM |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> The BMS nor ESA does not specifically reference this requirement Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 149 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period there were no customers on a shortened billing cycle. Documents/Systems: <ul style="list-style-type: none"> 1, CRM |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> The BMS nor ESA does not specifically reference this requirement Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |

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| | 2021 RECOMMENDATION - NIL | | |
| 150 Type [2] | 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. | | <p>Finding: The Licensee confirmed that during the audit period there were no customers on a shortened billing cycle.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> The BMS nor ESA does not specifically reference this requirement There was no control process establish to confirm compliance with the 10 business day rule if the obligation were to be applicable. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| 151 Type [2] | 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. | | <p>Finding: The Licensee confirmed that during the audit period there were no customers on a shortened billing cycle.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> The BMS nor ESA does not specifically reference this requirement There was no control process establish to confirm compliance with the 10 business day rule if the obligation were to be applicable. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |

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| 152 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period, there were no customers on a bill smoothing arrangement. Documents/Systems: <ul style="list-style-type: none">1, CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">The BMS – Section 10.1 – Billing specifically referenced Clear Energy did not undertake bill smoothing. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 153 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period, there were no customers on a bill smoothing arrangement. Documents/Systems: <ul style="list-style-type: none">1, CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: The BMS – Section 10.1 – Billing specifically referenced Clear Energy did not undertake bill smoothing. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |
| | 2021 RECOMMENDATION - NIL | | | |

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| 154 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period, bills were sent to the nominated electronic address, or other nominated address if required. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Documents/Systems: <ul style="list-style-type: none">1, 85-92, CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">Billing details as specified in the ESA and NSC |
| | 2021 RECOMMENDATION - NIL | | | |

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| 155 Type [2] | 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. | Finding: Sample bills were reviewed during the audit period, compliance with the relevant minimum prescribed information was evident. It was noted that subclauses 4.5(1)(b),(c) and (k) were not applicable to the licensee as they did not have any customers with the meter type specified and they did not have any residential customers. Compliance with 4.5(1)(bb) was not confirmed at the residential customer invoice did not include the symbol for Interpreter Services see below;  Documents/Systems: <ul style="list-style-type: none">1, 85-92, 114, CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">Compliance with the requirements of 4.5(1)(j) were confirmed the residential customer's invoice included a reference that they could be eligible to receive concessions and how the residential customer could find out its eligibility for those concessionsNote 4.5(1)(k) was not applicable as residential customer was not eligible for concessions |
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| | | | | <ul style="list-style-type: none"> Interpreter Services required to be noted on residential customer invoice minor discrepancy as residential invoices currently stated Interpreter Service Noted that the residential customer did not require the Interpreter Services. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | B | 2 | |
| | 09/2021 RECOMMENDATION – Ensure the bill template for residential customers is updated to reflect the requirement. It was noted that the Licensee does not currently have any residential customers. | | | |
| 156 Type [2] | 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. | | | <p>Finding: The Licensee confirmed that during the audit period, there were no historical debts identified or billed.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> The BMS and ESA did not specifically refer to this requirement |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 157 Type [2] | 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; 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>Finding: The Licensee confirmed that during the audit period, the bills were based on the Western Power's reading and there were no customers reading meters or Type 7 connection points.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> |
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| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | <ul style="list-style-type: none"> The BMS and ESA did not specifically refer to this requirement |
| | 2021 RECOMMENDATION - NIL | | | |
| 158 Type [NR] | 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. | | | <p>Finding: The Licensee confirmed that during the audit period, Western Power was responsible for issuing Clear Energy with daily "Meter Data Notifications" via the Web Portal. There were no instances of failure to provide meter data (estimated or actual) for invoicing purposes.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> There were customers with a Type 7 meter during the audit period. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | 2021 RECOMMENDATION - NIL | | | |
| 159 Type [2] | 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. | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy issued estimated bills where actual meter data were not available.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> The process to communicate the estimated meter data on the invoice requirement was undertaken manually and the invoice flagged the presence of estimated meter data automatically. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |

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| | 2021 RECOMMENDATION - NIL | | |
| 160 Type [2] | 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). | | <p>Finding: The Licensee confirmed during the audit period in circumstances where a customer's bill was estimated, CE clearly specified on the customer's bill the information required under subclause 4.8(2).</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> Clear Energy's billing system took into account changes required as a result of estimated meter data and provided an adjustment on the customer's next bill when new meter data was provided. Clear Energy liaised with both the customer and Western Power to ensure the meter was read on a monthly basis. The process to communicate the estimated meter data on the invoice requirement was undertaken manually and the invoice flagged the presence of estimated meter data automatically. Control process not documented but confirmed through site audit and examples of the process were shown to the auditor. It was noted the residential customer template included reference to the obligations. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | 1 |
| | 2021 RECOMMENDATION - NIL | | |
| 161 Type [2] | Code Of Conduct, Clause 4.8(3) - On request, a retailer must inform a customer of the basis and the reason for the estimation.8 8 Refer to clause 4.8(4) of the code for a definition of an estimated bill in situations where the meter reading is partly based on estimated data (including interval meters). | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy received no requests by customers for information regarding the basis and reason for an estimation.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal, CRM, 1 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |

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| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 162 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period, adjustments were made as the actual meter data became available, this occurred during the next billing cycle where the actual meter data was received and the adjustment can be made. Documents/Systems: <ul style="list-style-type: none"> Web Portal, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> It was noted the ESA reflected this obligation |
| | 2021 RECOMMENDATION - NIL | | | |
| 163 Type [NR] | 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. | | | Finding: The Licensee confirmed that during the audit period, there were no instances where a bill was estimated due to a customer failing to provide access to the meter. Documents/Systems: <ul style="list-style-type: none"> Web Portal, 1 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: It was noted the ESA reflected this obligation |

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| | 2021 RECOMMENDATION - NIL | | |
| 164 Type [2] | 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. | | Finding: The Licensee confirmed that during the audit period, there were no meter investigations (i.e meter tests) requested. Documents/Systems: <ul style="list-style-type: none"> 1, Web Portal Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | |
| 165 Type [2] | 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. | | Finding: The Licensee confirmed that during the audit period, there were no meter investigations (i.e meter tests) requested. Documents/Systems: <ul style="list-style-type: none"> 1, Web Portal Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | |

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| 166 Type [2] | 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. | | Finding: The Licensee does not offer alternative tariffs. Compliance with this obligation could not be assessed. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| 167 Type [2] | 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. | | Finding: The Licensee does not offer alternative tariffs. Compliance with this obligation could not be assessed. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| 168 Type [NR] | 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. | | Finding: The Licensee confirmed that during the audit period, Clear Energy used reasonable endeavours to arrange for final bills in accordance with customer's requests. |

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| | | | | Documents/Systems: <ul style="list-style-type: none"> 1 |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> There were no customer complaints raised during the audit period. Control procedure established Billing Disconnection and Reconnection process flow BMS Section 10.5 – Final Bills and Account Closure specifically referenced the requirement. |
| | 2021 RECOMMENDATION - NIL | | | |
| 169 Type [2] | 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. | | | Finding: The Corporate Services Manager confirmed that during the audit period, all final bills were handled in accordance with the billing control procedure and there were no customers who had an account in credit at the time of closure. Documents/Systems: <ul style="list-style-type: none"> 1 , CRM Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Control procedure established Billing Disconnection and Reconnection process flow Use of the CRM or control procedures to capture compliance of 12 business day rule was not able to assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 170 Type [2] | 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 | | | Finding: The Licensee confirmed that during the audit period, all final bills were handled in accordance with the billing control procedure and there were no customers who had an account in credit and who owed a debt at the time of closure. |

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| | instructions to transfer the remaining amount in accordance with subclause 4.14(2). | | | Documents/Systems: <ul style="list-style-type: none"> 1 |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> BMS – Section 10.5 – Final Bills and Account Closure – Small Use Customers specifically referenced this requirement Control procedure established Billing Disconnection and Reconnection process flow |
| | 2021 RECOMMENDATION - NIL | | | |
| 171 Type [2] | Code Of Conduct, Clause 4.15 - retailer must review a customer's bill on request by the customer, subject to the customer paying: <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. | | | Finding: The Licensee confirmed that during the audit period, Clear Energy was not requested to review bills and did not request any form of payment for this service. Documents/Systems: <ul style="list-style-type: none"> 1, 85-92, 114 |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> BMS – Section 8.5 – Reviewing Bills Sample bills reviewed and referenced in Appendix 2 |
| | 2021 RECOMMENDATION - NIL | | | |
| 172 Type [2] | Code Of Conduct, Clause 4.16(1)(A) - 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 | | | Finding: The Licensee confirmed that during the audit period, Clear Energy was not requested to review bills. Documents/Systems: <ul style="list-style-type: none"> 1, 85-92, 114 |
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| | complaints handling processes and details of any applicable external complaints handling processes. | | | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">▪ BMS – Section 8.5 – Reviewing Bills▪ Sample bills reviewed and referenced in Appendix 2 |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION – NIL | | | |
| 173 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period, Clear Energy was not requested to review bills. Documents/Systems: <ul style="list-style-type: none">▪ 1, 85-92, 114 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">▪ BMS – Section 8.5 – Reviewing Bills▪ Sample bills reviewed and referenced in Appendix 2 |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 174 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period, Clear Energy was not requested to review bills. Documents/Systems: <ul style="list-style-type: none">▪ CRM, 1, 85-92, 114 Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none">▪ BMS – Section 8.5 – Reviewing Bills |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| | 4 | NP | NR | <ul style="list-style-type: none"> Sample bills reviewed and referenced in Appendix 2 |
| | 2021 RECOMMENDATION - NIL | | | |
| 175 Type [2] | <p>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.</p> | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy was not requested to review bills.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 8.5 – Reviewing Bills Sample bills reviewed and referenced in Appendix 2 Use of the CRM or control procedures to capture compliance of 20 business day rule was not able to assessed. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 176 Type [2] | <p>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.⁹</p> <p>⁹ Manner specified in subclause 4.17(2).</p> | | | <p>Finding: The Licensee confirmed that during the audit period, bill reviews were handled in accordance with the control procedure. There were no instances noted where the Licensee was required to recover an amount undercharged.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 9.2.1 – Undercharging – Small Use Customers specifically referenced this requirement |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |

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| | 4 | NP | NR | <ul style="list-style-type: none"> Control procedure established Billing Disconnection and Reconnection process flow |
| | 2021 RECOMMENDATION - NIL | | | |
| 177 Type [NR] | <p>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:</p> <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 instructions for the credit or repayment of the amount. | | | <p>Finding: The Licensee confirmed that during the audit period, there were no instances where a customer who has vacated the supply address was 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).</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 178 Type [2] | <p>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.</p> | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy was not required to pay an amount overcharged.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 9.2.2 – Overcharging – Small Use Customers specifically referenced this requirement |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |

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| | | | | <ul style="list-style-type: none"> Sample bills reviewed and referenced in Appendix 2 Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 179 Type [NR] | 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. | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy was not required to pay an amount overcharged.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 9.2.2 – Overcharging – Small Use Customers specifically referenced this requirement Sample bills reviewed and referenced in Appendix 2 Use of the CRM or control procedures to capture compliance of 5 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 180 Type [NR] | Code Of Conduct, Clause 4.18(6) - There the amount overcharged is less than \$100, a retailer may proceed to deal with the matter as outlined in subclause 4.18(6). | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy was not required to pay an amount overcharged.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Observations: |

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| | 4 | NP | NR | <ul style="list-style-type: none"> BMS – Section 9.2.2 – Overcharging – Small Use Customers specifically referenced this requirement Sample bills reviewed and referenced in Appendix 2 |
| | 2021 RECOMMENDATION - NIL | | | |
| 181 Type [NR] | 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 credit in accordance with subclauses 4.18(2) or 4.18(6), as applicable. | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy was not required to pay an amount overcharged.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 9.2.2 – Overcharging – Small Use Customers specifically referenced this requirement Sample bills reviewed and referenced in Appendix 2 |
| | 2021 RECOMMENDATION - NIL | | | |
| 182 Type [2] | 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). | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy did not attempt to recover an amount of an adjustment.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 9.2.1/2 – Undercharging/Overcharging – Small Use Customers specifically referenced this requirement |

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| | 4 | NP | NR | <ul style="list-style-type: none"> Sample bills reviewed and referenced in Appendix 2 |
| | 2021 RECOMMENDATION - NIL | | | |
| 183 Type [NR] | 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. | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy did not attempt to recover an amount of an adjustment.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 9.2.1/2 – Undercharging/Overcharging – Small Use Customers specifically referenced this requirement Sample bills reviewed and referenced in Appendix 2 Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 184 Type [2] | 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. | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy did not attempt to recover an amount of an adjustment.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 9.2.1/2 – Undercharging/Overcharging – Small Use Customers specifically referenced this requirement |

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| | | | | <ul style="list-style-type: none"> Sample bills reviewed and referenced in Appendix 2 Use of the CRM or control procedures to capture compliance of 12 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 185 Type [NR] | 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 credit the amount of the adjustment to the customer's account. | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy did not attempt to recover an amount of an adjustment.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 9.2.1/2 – Undercharging/Overcharging – Small Use Customers specifically referenced this requirement Sample bills reviewed and referenced in Appendix 2 Use of the CRM or control procedures to capture compliance of 5 business day rule was not able to be assessed. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 186 Type [NR] | 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). | | | <p>Finding: The Licensee confirmed that during the audit period, Clear Energy did not attempt to recover an amount of an adjustment.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 114 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> |

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| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | <ul style="list-style-type: none">BMS – Section 9.2.1/2 – Undercharging/Overcharging – Small Use Customers specifically referenced this requirementSample bills reviewed and referenced in Appendix 2 |
| | 4 | NP | NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| PAYMENT | | | | |
| 187 Type [2] | 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. | | | <p>Finding: During the audit period Clear Energy did not comply with the payment terms as required by clause 5.1. Specifically, the due date was 12 calendar days and not 12 business days from the dispatch date. There were no alternate payment agreements made with the customers.</p> <p>The Licensee has amended the payment system to reflect 12 business days.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">1, 85-92, 114, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none">Account Number CLE1000373/Statement Number CLE9928 bill issued 15/07/21. Note 12 business days is 1st August the bill was due 29/07/21Account Number CLE1000357/Statement Number CLE10142 bill issued 04/08/21. Note 12 business days is 20th August the bill was due 18/08/21Residential Customer - Account Number GCE1000003/Statement Number GCE1001 bill issued 23/07/21. Note 12 business days is 9th August the bill was due 6/08/21Note 16112020_HallsHeadPrimarySchool_Signed states payment will be made within 30 days.Invoices were provided past the change to business days to demonstrate the corrective action.There were no customer complaints recorded in relation to the due dates. |

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| | 2 | B | 2 | <ul style="list-style-type: none"> Use of the CRM or control procedures to capture compliance of 12 business day rule was not able to be assessed. There were no alternate payment terms established in the ESA and contract documentation. Variation from the code was noted to be permitted in relation to Clause 5.1(1)-(2) Due Dates for Payment. Specifically, a retailer and a customer may agree that the following clauses (these are marked with an asterisk in the Code of Conduct) do not apply, or are to be amended in their application, in a non-standard contract (refer 1.10 Code of Conduct). There was no evidence to reflect the application of a variation from the code. |
| | 10/2021 RECOMMENDATION – The Licensee updated the payment terms to reflect the 12 business days and not the 12 calendar days terms. Evidence of compliance was provided, and a sample of invoices were reviewed to confirm the effectiveness of the corrective action. The amendment of the control procedures to reflect the change is required. | | | |
| 188 Type [2] | 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. (a) in person at 1 or more payment outlets located within the Local Government District of the customer's supply address ; (b) by mail; (c) for residential customers , by Centrepay; (d) electronically by means of BPay or credit card; and (e) by telephone by means of credit card or debit card. | | | <p>Finding: The Licensee confirmed the options for minimum payment methods were included in the NSC and ESA documentation (i.e., ETF, direct debit and any other payment requested by customer and agreed to by the Licensee). The options for residential customers to pay via Centrepay were not included on the invoice and were not in the ESA terms but were noted to be referenced in the Financial Hardship Policy. Variation to the code was applied by the Licensee as there were no options to pay in person, by phone or by mail as agreed in the ESA.</p> <p>Non-compliance raised was in regard to the sample of bills reviewed not including all the options defined in the ESA and the absence of evidence to confirm agreement of alternate payment arrangements other than those specified in the ESA and NSC documentation. Specifically, the residential customer invoice only included the option to pay via EFT.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 28-40, 62-67, 109-113, 126-133, Clear-Energy-standard-form-contract---ERL014.PDF (erawa.com.au) <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> |

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| | | | | <ul style="list-style-type: none"> ▪ The Licensee confirmed that payment options were defined and agreed in the NSC and ESA documentation. ▪ The CFO confirmed that the application of the customers preferred payment method was done manually currently after consultation with the customer. ▪ The template for the residential customer was made after consultation with the customer preferred method but this did not reflect the ESA and NSC documentation. No evidence of variation from ESA terms was provided. ▪ Records of the agreement of the payment terms for customers were not provided for review. ▪ Options for payment include EFT and credit card were noted on the invoices (other than residential). ▪ Residential Customer invoices included payment options for EFT only. It was noted during the audit period only 1 residential customer was contracted and only 1 invoice was raised. The Licensee and the residential customer mutually negotiated termination of the supply agreement for commercial reasons. ▪ Note the residential customer was not subject to hardship and did not require the use of Centrepay facilities. ▪ Credit Card option is online only and not by telephone, however, the Licensee confirmed they could take payment manually through the system should the customer require. ▪ Variation from the code was noted to be permitted in relation to Clause 5.2 Minimum Payment Methods. Specifically, a retailer and a customer may agree that the following clauses (these are marked with an asterisk in the Code of Conduct) do not apply, or are to be amended in their application, in a non-standard contract (refer 1.10 Code of Conduct). There was no evidence to reflect the application of a variation from the code for deviations to ESA and NSC contracts (i.e., residential customer only provided EFT payment option on the one invoice issued during the audit period). |
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| | 11/2021 RECOMMENDATION – Review the NSC, ESA and invoice template documentation to ensure they align and reflect the requirements for payment options. Develop control procedures for the use of the control processes, such as the CRM, to record communications with the customer that support any permitted variation from the code. | | | |
| 189 Type [2] | 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. | | | Finding: For the duration of the audit period on the instances where Clear Energy confirmed they had established a direct debit facility with the customer and noted that: <ul style="list-style-type: none"> a) the customer's verifiable consent was obtained; |

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| | | | | <p>b) agreements with the customer for the date of commencement of the facility were made; and</p> <p>c) the frequency of the direct debits was determined.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | <p>Observations:</p> <ul style="list-style-type: none"> Direct debit form included with the customer NSC BMS – Section 9.3.1 – Direct Debit specifically referenced this requirement The CFO confirmed that the direct debit process was noted to be imbedded into the invoice via links to Go Cardless Payment provider. Records were kept on Go Cardless payment software for reference. |
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| 2021 RECOMMENDATION - NIL | | | | |
| 190 Type [2] | <p>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 for an advance payment that a retailer will accept is \$20.</p> | | | <p>Finding: The Licensee confirmed the during the audit period Clear Energy was not requested to accept payments from a customer.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, Financial Hardship Policy <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Financial Hardship Policy was available on the ERA Website and CE website 25112021-Financial-Hardship-Policy-version-2-with-ERA-Comments.pdf (clearenergy.com.au) Note the financial hardship Policy was amended outside the scope of the audit period to reflect changes after ERA review. |

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| | | | | <ul style="list-style-type: none"> Variation from the code was noted to be permitted in relation to Clause 5.4(1)-(3) Payment in Advance. Specifically, a retailer and a customer may agree that the following clauses (these are marked with an asterisk in the Code of Conduct) do not apply, or are to be amended in their application, in a non-standard contract (refer 1.10 Code of Conduct). There was no evidence to reflect the application of a variation from the code. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 191 Type [2] | 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. | | | <p>Finding: The Licensee confirmed the during the audit period Clear Energy there was no requirement for Clear Energy to offer to redirect the customer's bill to a third person at no charge.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Nil |
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| | 2021 RECOMMENDATION - NIL | | | |
| 192 Type [2] | 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). | | | <p>Finding: The Licensee confirmed the during the audit period Clear Energy did not charge a residential customer a late payment fee.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 114 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
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| | 4 | NP | NR | Observations: <ul style="list-style-type: none"> Reviewed sample of residential customers bills. |
| | 2021 RECOMMENDATION - NIL | | | |
| 193 Type [2] | 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. | | | Finding: The Licensee confirmed the during the audit period Clear Energy did not charge a residential customer a late payment fee. Documents/Systems: <ul style="list-style-type: none"> 1, 114 Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Reviewed sample of residential customers bills. |
| | 2021 RECOMMENDATION - NIL | | | |
| 194 Type [2] | 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. | | | Finding: The Licensee confirmed the during the audit period Clear Energy did not charge a residential customer a late payment fee. Documents/Systems: <ul style="list-style-type: none"> 1, 114, CRM Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Reviewed sample of residential customers bills. Use of the CRM or control procedures to capture compliance of 5 business day rule was not able to assessed. |
| | 2021 RECOMMENDATION - NIL | | | |

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| 195 Type [2] | 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. | | Finding: The Licensee confirmed the during the audit period Clear Energy did not charge a residential customer a late payment fee. Documents/Systems: <ul style="list-style-type: none"> 1, 114 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Reviewed sample of residential customers bills. | |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 196 Type [2] | 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. | | Finding: The Licensee confirmed the during the audit period Clear Energy did not charge a residential customer a late payment fee and the residential customer was not assessed as being in financial hardship. Documents/Systems: <ul style="list-style-type: none"> 1, 114, Financial Hardship Policy Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Reviewed sample of residential customers bills. | |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 197 | Code Of Conduct, Clause 5.7(1) - A retailer must not require a customer, who has vacated a supply address, to pay for electricity | | Finding: The Licensee confirmed that in the instances where a customer vacated the supply address during the audit period, the customer did not pay for supply after the provision of notice. | |

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| Type [2] | consumed at the customer's supply address in the circumstances specified in subclause 5.7(1). | | | Documents/Systems: <ul style="list-style-type: none"> 1 |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Variation from the code was noted to be permitted in relation to Clause 5.7(1)-(5) Vacating a supply address. Specifically, a retailer and a customer may agree that the following clauses (these are marked with an asterisk in the Code of Conduct) do not apply, or are to be amended in their application, in a non-standard contract (refer 1.10 Code of Conduct). There was no evidence to reflect the application of a variation from the code. |
| | 2021 RECOMMENDATION - NIL | | | |
| 198 Type [2] | 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. | | | Finding: The Licensee confirmed that there were no customers who vacated a supply address to eviction or were otherwise required to vacate during the audit period. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Documents/Systems: <ul style="list-style-type: none"> Nil Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 199 Type [2] | 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). | | | Finding: The Licensee confirmed that during the audit period there were no instances where previous customers did not pay for electricity consumed at the supply address in the circumstances specified. |

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| | | | | Documents/Systems: <ul style="list-style-type: none"> Nil |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 200 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period there were no instances where debt recovery from a residential customer was commenced nor were there any residential customers experiencing payment difficulties or financial hardship. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Documents/Systems: <ul style="list-style-type: none"> Nil Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |

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| 201 Type [2] | 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. | | Finding: The Licensee confirmed that during the audit period, there were no occurrences where anyone, but the customer as the contract holder of the supply address, has paid for debts. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| 201A Type [NR] | 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. | | Finding: The Licensee confirmed that during the audit period, there were no requests to transfer debt to another customer. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| PAYMENT DIFFICULTIES & FINANCIAL HARDSHIP | | | |
| 220 Type [2] | 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. | | Finding: Clear Energy had developed a hardship policy to assist customers experiencing financial hardship to meet their financial obligations and responsibilities to the retailer. However, the Licensee had not specifically developed hardship procedures. |

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| | | | | Documents/Systems: <ul style="list-style-type: none">▪ 1, 140, ERA Website Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">▪ Financial Hardship Policy Guidelines - Electricity & Gas Licences was published in August 2019▪ Hardship Policy sighted on the ERA Website▪ Financial Hardship Procedures were developed outside the audit period.▪ Consultation with the ERA was noted in the development of the Hardship Procedures. Emails provided to the Auditor for review. |
| | PRIORITY 4 | CONTROLS RATING B | COMPLIANCE RATING 2 | |
| | 12/2021 RECOMMENDATION – Develop hardship procedures and ensure they comply with the ERA Financial Hardship Policy Guidelines. | | | |
| 221 Type [2] | 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). | | | Finding: The Licensee’s Financial Hardship Policy did not comply with the following criteria specified in subclause 6.10(2): <ul style="list-style-type: none">➤ (b) include a statement encouraging customers to contact their retailer if a customer is having trouble paying the retailer’s bill;➤ (c)include a statement advising that the retailer will treat all customers sensitively and respectfully; (note only sensitively was mentioned)➤ (d)include a statement that the retailer may reduce and/or waive fees, charges and debt; (Note waiving of fees in relation to late payment)➤ (f) include—<ul style="list-style-type: none">- (i) an overview of the assistance available to customers in financial hardship or payment difficulties in accordance with Part 6 of the Code (other than the retailer’s requirement to advise the customer of the ability to pay in advance and the matters referred to in clauses 6.8(a), (b) and (d));➤ (g) include an overview of any concessions that may be available to the retailer’s customers;➤ (k) include a statement specifying how the retailer will treat information disclosed by the customer to the retailer and information held by the retailer in relation to the customer. Documents/Systems: |

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| | | | | <ul style="list-style-type: none"> 140, 141 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Financial Hardship Policy Guidelines - Electricity & Gas Licences was published in August 2019 It was noted that outside the scope of the audit period the Financial Hardship Policy was revised and approved by the ERA. Clear-Energy-Financial-Hardship-Policy---December-2021---ERL020.PDF (erawa.com.au) It was noted that the archived copy of Clear Energy's Financial Hardship Policy was not available on the ERA archives. A copy was obtained from the Licensee. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| <p>13/2021 RECOMMENDATION – Revision of the Financial Hardship Policy to ensure compliance with the ERA's Financial Hardship Policy Guidelines was undertaken by the Licensee. The revised copy has been published to the ERA Website 3/12/21. No further recommendation has been made.</p> | | | | |
| 222 Type [2] | 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). | | | <p>Finding: The Licensee's Financial Hardship Procedures did not comply with the following criteria specified in subclause 6.10(3) as there were no hardship procedures developed:</p> <p>The hardship procedures must—</p> <ul style="list-style-type: none"> ➤ (a) be developed in consultation with relevant consumer representatives; ➤ (b) provide for the training of staff— <ul style="list-style-type: none"> - (i) including call centre staff, all subcontractors employed to engage with customers experiencing financial hardship and field officers; - (ii) on issues related to financial hardship and its impacts, and how to deal sensitively and respectfully with customers experiencing financial hardship; ➤ (d) include guidance— <ul style="list-style-type: none"> - (i) that assist the retailer in identifying residential customers who are experiencing financial hardship; - (ii) that assist the retailer in determining a residential customer's usage needs and capacity to pay when determining the conditions of an instalment plan; - (iii) for suspension of disconnection and debt recovery procedures; - (iv) on the reduction and/or waiver of fees, charges and debt; and |

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| | PRIORITY 4 | CONTROLS RATING B | COMPLIANCE RATING 2 | <ul style="list-style-type: none"> - (v) on the recovery of debt. ➤ (e) require that the retailer's credit management staff have a direct telephone number and that number be provided to relevant consumer representatives; <p>Documents/Systems:</p> <ul style="list-style-type: none"> ▪ 142, ERA Communication in relation to the review, <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> ▪ The hardship procedures were reviewed by the ERA 21/10/2021(outside the audit scope) ▪ Verification of training and amendment of control procedures was not confirmed. |
| 14/2021 RECOMMENDATION – The Licensee has developed Financial Hardship Procedures. Training of staff and the consultation of relevant consumer representatives was not confirmed and is required for ongoing compliance. | | | | |
| 223 Type [2] | 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. | | | <p>Finding: The Licensee confirmed that during the audit period there were no requests by customers and relevant consumer representatives a copy of CE's hardship policy</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> ▪ Clear Energy Website <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> ▪ Nil |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 225 Type [2] | 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. | | | <p>Finding: The Licensee was not directed by the ERA to review the hardship policy within the audit period. Review outside the audit period was noted to occur in consultation with the ERA.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> ▪ ERA Website |

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| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Use of the CRM for recording information as directed by the ERA was not demonstrated. |
| | 2021 RECOMMENDATION - NIL | | | |
| 226 Type [2] | Code of Conduct, Clause 6.10(7) - A retailer must comply with the ERA's Financial Hardship Policy Guidelines. | | | Finding: Clear Energy's Financial Hardship Policy did not comply with the ERA's Financial Hardship Policy Guidelines. Documents/Systems: <ul style="list-style-type: none"> 1, 140, 142 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> It was noted that outside the scope of the audit period the Financial Hardship Policy was revised and approved by the ERA. Clear-Energy-Financial-Hardship-Policy---December-2021---ERL020.PDF (erawa.com.au) It was noted that the archived copy of Clear Energy's Financial Hardship Policy was not available on the ERA archives. A copy was obtained from the Licensee. |
| | PRIORITY 4 | CONTROLS RATING B | COMPLIANCE RATING 2 | |
| | 15/2021 RECOMMENDATION – Refer to recommendation 13/2021 | | | |
| 227 Type [2] | 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. | | | Finding: The Licensee did not amend the hardship policy within the audit period. Amendment outside the audit period was noted to occur in consultation with the ERA. Documents/Systems: <ul style="list-style-type: none"> ERA Website Personnel Interviewed: Corporate Services Manager, CFO Observations: |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |

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| | 4 | NP | NR | <ul style="list-style-type: none">▪ Use of the CRM for recording information as directed by the ERA was not demonstrated. |
| 2021 RECOMMENDATION - NIL | | | | |
| DISCONNECTION & INTERRUPTION | | | | |
| 229 Type [2] | 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). | | | Finding: The Licensee confirmed that during the audit period, Clear Energy did not disconnect any customers for failure to pay a bill. Assessment of compliance with this requirement is not possible. Documents/Systems: <ul style="list-style-type: none">▪ 1, 19, 20, CRM Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">▪ 2020-2021 Annual Performance Reporting Datasheets▪ Use of the CRM or control procedures to capture compliance of 15 business day rule was not able to be assessed. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 230 Type [2] | 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). | | | Finding: The Licensee confirmed that during the audit period, Clear Energy did not disconnect any customers for failure to pay a bill. Assessment of compliance with this requirement is not possible. Documents/Systems: <ul style="list-style-type: none">▪ 1, 19, 20 Personnel Interviewed: Corporate Services Manager, CFO |

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| | PRIORITY 2 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Site review of the billing system 2020-2021 Annual Performance Reporting Datasheets |
| | 2021 RECOMMENDATION - NIL | | | |
| 232 Type [2] | 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. | | | Finding: The Licensee confirmed, and evidence was sighted that during the audit period, Clear Energy did not arrange disconnection a customer's supply address for denying access to the meter. Documents/Systems: <ul style="list-style-type: none"> 1, 19, 20, Web Portal, Billing System Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 2 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Site review of the billing system and web portal. 2020-2021 Annual Performance Reporting Datasheets |
| | 2021 RECOMMENDATION - NIL | | | |
| 234 Type [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. | | | Finding: The Licensee confirmed that during the audit period they did not disconnect any customers. Customers ported away from Clear Energy, but no disconnection processes were initiated by the Licensee. Further the Licensee did not receive any complaints, there were no disputes involving the Clear Energy where the Ombudsman or external dispute body had informed the distributor, there were no disconnections requested by customers and there no disconnections undertaken emergency reasons. Documents/Systems: <ul style="list-style-type: none"> 1, 19, 20, Web Portal, Billing System Personnel Interviewed: Corporate Services Manager, CFO |

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| | PRIORITY 2 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Site review of the billing system and web portal. 2020-2021 Annual Performance Reporting Datasheets |
| | 2021 RECOMMENDATION – NIL | | | |
| 235 Type [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). | | | Finding: The Licensee confirmed that during the audit period there were no small use customers on life support. There were no requirements to notify Western Power. Documents/Systems: <ul style="list-style-type: none"> 1, 19, 20 Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 2 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> The BMS – Section 9.4 – Life Support specifically referenced the requirements. The Licensee has had a small number of customers during the audit period as the business is in the growth phase. 2020-2021 Annual Performance Reporting Datasheets |
| | 2021 RECOMMENDATION - NIL | | | |
| 236 Type [1/2] | Code Of Conduct, Clause 7.7(2) - 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: <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 | | | Finding: The Licensee confirmed that during the audit period there were no small use customers on life support. There were no requirements to notify Western Power. Documents/Systems: <ul style="list-style-type: none"> 1, 19, 20 Personnel Interviewed: Corporate Services Manager, CFO |

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| | <ul style="list-style-type: none">• that the address no longer requires registration as life support equipment address. | | | Observations: <ul style="list-style-type: none">▪ The BMS – Section 9.4 – Life Support specifically referenced the requirements.▪ The Licensee has had a small number of customers during the audit period as the business is in the growth phase.▪ 2020-2021Annual Performance Reporting Datasheets |
| | PRIORITY 2 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| 2021 RECOMMENDATION - NIL | | | | |
| 240 Type [2] | 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). | | | Finding: The Licensee confirmed that during the audit period there were no small use customers on life support. There were no requirements to notify Western Power. |
| | | | | Documents/Systems: <ul style="list-style-type: none">▪ 1, 19, 20 |
| | | | | Personnel Interviewed: Corporate Services Manager, CFO |
| | | | | Observations: <ul style="list-style-type: none">▪ The BMS – Section 9.4 – Life Support specifically referenced the requirements.▪ The Licensee has had a small number of customers during the audit period as the business is in the growth phase.▪ 2020-2021Annual Performance Reporting Datasheets |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 241 Type [2] | Code Of Conduct, Clause 7.7(7) - 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). | | | Finding: The Licensee confirmed that during the audit period there were no small use customers on life support. There were no requirements to notify Western Power. |
| | | | | Documents/Systems: <ul style="list-style-type: none">▪ 1, 19, 20 |
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| | | | | Observations: <ul style="list-style-type: none">The BMS – Section 9.4 – Life Support specifically referenced the requirements.The Licensee has had a small number of customers during the audit period as the business is in the growth phase.2020-2021Annual Performance Reporting Datasheets |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| 2021 RECOMMENDATION - NIL | | | | |
| RECONNECTION | | | | |
| 242 Type [2] | 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. | | | Finding: The Licensee confirmed that during the audit period none of Clear Energy's reconnections related to the supply addresses being disconnected for the specified reasons and all reconnections were all move-ins. Documents/Systems: <ul style="list-style-type: none">1, 19, 20 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">2020-2021Annual Performance Reporting Datasheets.Variation from the code was noted to be permitted in relation to 8.1(1)-(3) Reconnection by retailer. Specifically, a retailer and a customer may agree that the following clauses (these are marked with an asterisk in the Code of Conduct) do not apply, or are to be amended in their application, in a non-standard contract (refer 1.10 Code of Conduct). There was no evidence to reflect the application of a variation from the code. |
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| 2021 RECOMMENDATION - NIL | | | | |
| 243 Type | 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). | | | |

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| [2] | | | | Finding: The Licensee confirmed that during the audit period they did not disconnect any customers. Customers ported away from Clear Energy, but no disconnection processes were initiated by the Licensee. There were no instances where customers failed to pay their bills. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Documents/Systems: <ul style="list-style-type: none">1, 19, 20, Web Portal, Billing System Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">Site review of the billing system and web portal.2020-2021Annual Performance Reporting Datasheets |
| | 2021 RECOMMENDATION - NIL | | | |

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| PRE-PAYMENT METERS | | | | |
| 245-271 NOT APPLICABLE TO ERL14 – no pre-payment meters are used. All obligations applicable to Retail Licences from 245-271 are excluded from the audit scope. | | | | |

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| INFORMATION & COMMUNICATION | | | | |
| 272 Type [2] | 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. | | | Finding: The Licensee confirmed that there was no requirement to advise customers of any tariff variations no later than the next bill per procedure. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Documents/Systems: <ul style="list-style-type: none">1 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">BMS – Section 10.1 Billing specifically referenced this requirement.The CFO confirmed that Clear Energy had undertaken a commitment to customers that for the first 2 years that no tariff charges would be made. As such, during the audit period there |

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| | | | | <p>were no variations to customer contracts. Review of this requirement will need to be considered during the next audit period.</p> <ul style="list-style-type: none"> It was noted that sample bills reviewed did not reflect tariff changes. |
| | 2021 RECOMMENDATION - NIL | | | |
| 273 Type [2] | <p>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.</p> | | | <p>Finding: During the audit period the Licensee confirmed, Clear Energy received no requests to provide information on its tariffs, fees and charges. It was confirmed by Clear Energy policies and documentation indicated that they did not charge for the requests and they did not offer alternative tariffs. This was noted to be consistent with the NSC and SFC.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> The ESA noted information about fees and charges would be made available to the customer via either the website, key terms or the general conditions of the ESA for both NSC and SFC. The BMS Section 9.2 – Customer Pricing indicated that Clear Energy would publish the standard contract price list on their website and would provide it free of charge to customers within 8 days (not business days). Specific reference to the requirement was only made in reference to SFC in the BMS. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 274 Type [2] | <p>Code Of Conduct, Clause 10.1(3) - 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.</p> | | | <p>Finding: During the audit period the Licensee confirmed, Clear Energy was not requested to provide information on tariffs, fees and charges in writing upon request.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 107-112 |

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| | | | | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> The ESA noted information about fees and charges would be made available to the customer via either the website, key terms or the general conditions of the ESA for both NSC and SFC. The BMS Section 9.2 – Customer Pricing indicated that Clear Energy would publish the standard contract price list on their website and would provide it free of charge to customers within 8 days (not business days). Specific reference to the requirement was only made in reference to SFC in the BMS. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 275 Type [2] | Code Of Conduct, Clause 10.2(1) - On request, a retailer must provide a non-contestable customer with their billing data. | | | Finding: During the audit period the Licensee confirmed, Clear Energy was not requested to provide information on historical billing data. Documents/Systems: <ul style="list-style-type: none"> 1, 107-112 Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> The ESA noted information about fees and charges would be made available to the customer via either the website, key terms or the general conditions of the ESA for both NSC and SFC. The BMS Section 9.2 – Customer Pricing indicated that Clear Energy would publish the standard contract price list on their website and would provide it free of charge to customers within 8 days (not business days). Specific reference to the requirement was only made in reference to SFC in the BMS. |
| | 2021 RECOMMENDATION - NIL | | | |
| 276 | Code Of Conduct, Clause 10.2(2) - If a non-contestable customer requests billing data for a period less than the previous 2 years | | | |

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| Type [2] | 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. | | | <p>Finding: During the audit period the Licensee confirmed, Clear Energy was not requested to provide information on historical billing data. There were no customer disputes during the audit period, and as such none in which historical consumption data was requested.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">1, 107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none">The ESA noted information about fees and charges would be made available to the customer via either the website, key terms or the general conditions of the ESA for both NSC and SFC.The BMS Section 9.2 – Customer Pricing indicated that Clear Energy would publish the standard contract price list on their website and would provide it free of charge to customers within 8 days (not business days). Specific reference to the requirement was only made in reference to SFC in the BMS. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 277 Type [2] | 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. | | | <p>Finding: During the audit period the Licensee confirmed, Clear Energy was not requested to provide information on historical billing data. There were no customer disputes during the audit period, and as such none in which historical consumption data was requested.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none">1, 107-112, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none">The ESA noted information about fees and charges would be made available to the customer via either the website, key terms or the general conditions of the ESA for both NSC and SFC. But did not specify the 10 business day requirement.Specific reference to the requirement was not included in the BMS. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
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| | | | | <ul style="list-style-type: none"> Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 278 Type [2] | Code Of Conduct, Clause 10.2(4) - A retailer must keep a non-contestable customer's billing data for 7 years. | | | <p>Finding: During the audit period the Licensee confirmed, Clear Energy was not requested to provide information on historical billing data. There were no customer disputes during the audit period, and as such none in which historical consumption data was requested.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> The ESA noted information about fees and charges would be made available to the customer via either the website, key terms or the general conditions of the ESA for both NSC and SFC. Specific reference to the requirement was not included in the BMS. |
| | 2021 RECOMMENDATION - NIL | | | |
| 279 Type [2] | 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). | | | <p>Finding: During the audit period the Licensee confirmed, Clear Energy was not requested to provide information on historical billing data. There were no customer disputes during the audit period, and as such none in which historical consumption data was requested.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 107-112 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Observations: |

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| | 4 | NP | NR | <ul style="list-style-type: none"> The ESA noted information about fees and charges would be made available to the customer via either the website, key terms or the general conditions of the ESA for both NSC and SFC. Specific reference to the requirement was not included in the BMS. |
| | 2021 RECOMMENDATION - NIL | | | |
| 280 Type [2] | 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. | | | <p>Finding: For the duration of the audit period, the Licensee provided customers at least once a year written details of their obligations to make payments to the customer under Part 14 of Code of Conduct. Evidenced through sample review of the invoices in which the requirement to pay service standard payments was specified as standard reference.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, 85-92, 126-138 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> CE invoices noted to reference service standard payment – “when your electricity retailer or distributor fails to meet certain service standards, such as reconnection, wrongful disconnection and query or complaint response timeframes, you may be entitled to receive a payment under Part 14 of the Code of Conduct for the Supply of Electricity to Small Use Customers and under other state legislation.” |
| | PRIORITY 3 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | 2021 RECOMMENDATION – NIL | | | |
| 281 Type [2] | 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. | | | <p>Finding: During the audit period the Licensee confirmed, Clear Energy did not receive any requests from customers related to general information on cost effective and efficient ways to utilise electricity; and the typical running costs of major domestic appliances.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |

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| | 3 | NP | NR | Observations: <ul style="list-style-type: none"> Specific reference to the requirement was noted in BMS section 9.1 – Sales and Account Management Guidelines |
| | 2021 RECOMMENDATION - NIL | | | |
| 282 Type [2] | 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. | | | Finding: During the audit period the Licensee confirmed, Clear Energy did not receive any requests from customers related to the distribution of electricity. As such, the Licensee did not refer the customer to the relevant distributor for a response. Documents/Systems: <ul style="list-style-type: none"> 1 Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> The Licensee does not have specific procedures established to record occurrences. However, it is noted the CRM had capability to record outgoing emails against client and log call information. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 290 Type [NR] | 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. | | | Finding: A sampled review of the documentation provided by the Licensee during the audit period confirmed, Clear Energy's processes provided for written information to be expressed in clear, simple, concise language and in a format that was easy to understand. Documents/Systems: <ul style="list-style-type: none"> 1, 107-112, Electricity Supply Agreements, CRM Personnel Interviewed: Corporate Services Manager, CFO |

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| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> Examples of documentation reviewed included ESAs, NSCs, bills, notices, emails, responses to queries, communication of tariff increases, website information etc. Specific document references are detailed for each obligation and referenced in Appendix 2. |
| | 2021 RECOMMENDATION - NIL | | | |
| 291 Type [2] | 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. | | | Finding: During the audit period the Licensee confirmed, Clear Energy did not receive any requests on how to obtain a copy of the Code of Conduct. Documents/Systems: <ul style="list-style-type: none"> Clear Energy Website, CRM, 1, 107-112 Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> It was noted that reference to this obligation is contain in the ESAs and NSCs and is linked via Clear Energy website (https://clearenergy.com.au/wp-content/uploads/2021/10/Code-of-Conduct-for-the-Supply-of-Electricity-to-Small-Use-Customers-2018.pdf) |
| | 2021 RECOMMENDATION - NIL | | | |
| 292 Type [2] | 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. | | | Finding: A review of Clear Energy website verified the Code of Conduct was available on their websites, at no charge. Documents/Systems: <ul style="list-style-type: none"> Clear Energy Website Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: |

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| | | | | <ul style="list-style-type: none"> https://clearenergy.com.au/wp-content/uploads/2021/10/Code-of-Conduct-for-the-Supply-of-Electricity-to-Small-Use-Customers-2018.pdf The Code of Conduct linked under the regulatory information section of the website. It was noted during the audit that for ease of location of an Clear Energy website user, consideration could be given to including a search function on the website. A search function was noted to have been applied to the website after the site visit by the Licensee. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | |
| | RECOMMENDATION – NIL | | | |
| 294 Type [2] | 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) | | | <p>Finding: During the audit period the Licensee confirmed that the residential customer did not request and did not require special information needs, including TTY services.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1 <p>Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider</p> <p>Observations:</p> <ul style="list-style-type: none"> Contract documentation, invoices and communication with the residential customer confirmed this assessment. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | RECOMMENDATION – NIL | | | |
| 295 Type [2] | 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. | | | <p>Finding: During the audit period the Licensee confirmed that the residential customer bills and bill-related information, reminder notices and disconnection warnings (although none given) complied with the requirements except for the inclusion of the National Interpreter Symbol and the words "Interpreter Services".</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1 |
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| | PRIORITY 4 | CONTROLS RATING B | COMPLIANCE RATING 2 | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> Contract documentation, invoices and communication with the residential customer confirmed this assessment and compliance with the requirements of 10.11(2) |
| 14/2021 RECOMMENDATION – Refer recommendation 09/2021 | | | | |
| 297 Type [2] | 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. | | | Finding: During the audit period the Licensee confirmed, Clear Energy did not receive any requests from customers related to the availability of different types of meters or refer the customer to the relevant distributor for a response. Documents/Systems: <ul style="list-style-type: none"> Nil Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> The Licensee does not have specific procedures established to record occurrences. However, it is noted the CRM had capability to record outgoing emails against client and log call information. |
| 2021 RECOMMENDATION - NIL | | | | |
| COMPLAINTS & DISPUTE RESOLUTION | | | | |
| 298 Type [2] | 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. | | | Finding: During the audit period, Clear Energy developed, maintained and implemented their Complaints Handling process. Documents/Systems: <ul style="list-style-type: none"> 1, 10 |

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| | | | | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider Observations: <ul style="list-style-type: none"> Evidenced noted during sight visit and document review of processes to handle complaints. The Complaints Handling Procedure was noted a being revision 2, however, lack of document control and version history information limited ability to establish what changes were made during the audit period. Emails in relation to customer queries indicated clear, prompt resolution to the satisfaction of the customer. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | 1 | |
| 2021 RECOMMENDATION - NIL | | | | |
| 299 Type [2] | 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. | | | Finding: The Licensee confirmed there were no complaints received during the audit period. Documents/Systems: <ul style="list-style-type: none"> 1,10 |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 4 | NP | NR | |
| 2021 RECOMMENDATION - NIL | | | | |
| 300 Type [2] | Code Of Conduct, Clause 12.1(3) - A retailer or a distributor must advise the customer in accordance with subclause 12.1(3). | | | Finding: The Licensee confirmed there were no complaints received during the audit period. Documents/Systems: <ul style="list-style-type: none"> 1,10 |
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| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 301 Type [2] | 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. | | | Finding: The Licensee confirmed there were no complaints received during the audit period. Documents/Systems: <ul style="list-style-type: none"> 1,10, CRM |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 302 Type [2] | Code Of Conduct, Clause 12.2 - retailer must comply with any guideline developed by the ERA to distinguish customer queries from complaints. | | | Finding: The Licensee confirmed there were no complaints received during the audit period. The BMS referenced the Complaints Handling Guidelines. Documents/Systems: <ul style="list-style-type: none"> 1, 10 |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Customer Complaint Guidelines – October 2016 referenced in the BMS |
| | 2021 RECOMMENDATION – NIL | | | |

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| 303 Type [2] | 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. | | Finding: The Licensee confirmed there were no complaints received during the audit period. Documents/Systems: <ul style="list-style-type: none">1,10, CRM Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">Nil |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| 304 Type [2] | 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). | | Finding: The Licensee confirmed there were no complaints received during the audit period. Documents/Systems: <ul style="list-style-type: none">1,10, CRM Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">Nil |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| REPORTING | | | |
| 305 Type [2] | 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. | | Finding: A review of Clear Energy’s processes and procedures confirmed the Licensee, prepared and submitted the reports to the ERA as required by Part 13 of the Code of Conduct. The reports were published and made available a copy of the reports on its website at no cost and by the due date set by the ERA. |

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| | | | | Documents/Systems: <ul style="list-style-type: none"> 1, 12, 14, 15, 16, 18, 24, 25, 26, 27 Clear Energy Website Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 2 | CONTROLS RATING A | COMPLIANCE RATING 1 | Observations: <ul style="list-style-type: none"> Communication of dates required for publishing were reviewed, datasheets sighted and publishing confirmed on the Clear Energy website. Refer 124 |
| | 2021 RECOMMENDATION - NIL | | | |
| 306 Type [2] | 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. | | | Finding: Clear Energy's annual performance reports specified in clause 13.1 were provided to the ERA by the date, and in the manner and form, specified by the ERA. |
| | PRIORITY 2 | CONTROLS RATING A | COMPLIANCE RATING 1 | Documents/Systems: <ul style="list-style-type: none"> 1, 12, 14, 15, 16, 18, 24, 25, 26, 27 Clear Energy Website Personnel Interviewed: Corporate Services Manager, CFO |
| | Observations: <ul style="list-style-type: none"> Refer observations obligation 305 | | | |
| | 2021 RECOMMENDATION - NIL | | | |
| 307 Type [2] | Code Of Conduct, Clause 13.3 - 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: | | | Finding: Refer finding obligation 305. |
| | <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 | | | Documents/Systems: <ul style="list-style-type: none"> 1, 12, 14, 15, 16, 18, 24, 25, 26, 27 Clear Energy Website Personnel Interviewed: Corporate Services Manager, CFO |

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| | • a copy is posted on the retailer or distributor's website. | | | Observations: <ul style="list-style-type: none">Refer observations obligation 305 |
| | PRIORITY 2 | CONTROLS RATING A | COMPLIANCE RATING 1 | |
| | 2021 RECOMMENDATION - NIL | | | |
| SERVICE STANDARD PAYMENTS | | | | |
| 308 Type [2] | 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 | | | Finding: The Licensee confirmed during the audit period Clear Energy was not required to pay the stated compensation to a customer if the customer is not reconnected in accordance with the timeframes specified in Part 8. There were no service standard payments made during the audit period. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Documents/Systems: <ul style="list-style-type: none">1 Personnel Interviewed: Corporate Services Manager |
| | 2021 RECOMMENDATION - NIL | | | Observations: <ul style="list-style-type: none">BMS referred to the payment of service standards. |
| 310 Type [2] | 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; orarranges 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. | | | Finding: The Licensee confirmed during the audit period there were no service standard payments made during the audit period. |
| | | | | Documents/Systems: <ul style="list-style-type: none">1 Personnel Interviewed: Corporate Services Manager |

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| | | | | Observations: <ul style="list-style-type: none"> BMS referred to the payment of service standards. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
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| | 2021 RECOMMENDATION - NIL | | | |
| 312 Type [2] | 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). | | | Finding: The Licensee confirmed during the audit period there were no service standard payments made during the audit period. Documents/Systems: <ul style="list-style-type: none"> 1 Personnel Interviewed: Corporate Services Manager |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 315 Type [2] | 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). | | | Finding: The Licensee confirmed during the audit period there were no service standard payments made during the audit period. Documents/Systems: <ul style="list-style-type: none"> 1 Personnel Interviewed: Corporate Services Manager |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | |
| | 4 | NP | NR | |
| | 2021 RECOMMENDATION - NIL | | | |

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| 2021 RECOMMENDATION - NIL | | | |
| 15 ELECTRICITY INDUSTRY METERING CODE – LICENCE CONDITIONS AND OBLIGATIONS | | | |
| 324 Type [2] | 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. | | <p>Finding: The Licensee confirmed that there were no instances during the audit period where Clear Energy was 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</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> CRM <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Use of the CRM or control procedures to capture compliance of 2 business day rule was not able to be assessed. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |
| 339 Type [2] | 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. | | <p>Finding: The Licensee confirmed that during the audit period Clear Energy was not aware of any outages or malfunction of a metering installation in relation to customer accounts.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Nil |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |

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| 371 Type [NR] | 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. | | Finding: The Licensee confirmed there no instances during the audit period where Clear Energy became aware of a discrepancy between energy data held in a metering installation and in the metering database. In the event of an occurrent Clear Energy would raise a query with Western Power to resolve the discrepancy. Documents/Systems: <ul style="list-style-type: none"> Web Portal, |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | |
| 372 Type [NR] | Clause 4.5(1) - A Code participant must not knowingly permit the registry to be materially inaccurate. | | Finding: Refer to finding for obligation 371. Documents/Systems: <ul style="list-style-type: none"> Web Portal |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | |
| 373 Type | 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 | | Finding: Refer to finding for obligation 371. Documents/Systems: |

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| [2] | notify the network operator and provide details of the change or inaccuracy within the timeframes prescribed. | | | <ul style="list-style-type: none">▪ Web Portal |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Personnel Interviewed: Corporate Services Manager, CFO |
| | 4 | NP | NR | Observations: <ul style="list-style-type: none">▪ Nil |
| 2021 RECOMMENDATION - NIL | | | | |
| 388 Type [2] | 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). | | | Finding: The Licensee confirmed during the audit period that Clear Energy had provided Western Power when requested, information to assist them to validate energy data contained in the metering database as required by their obligations, refer Appendix 2 of the Metering Code. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Documents/Systems: <ul style="list-style-type: none">▪ Western Power communication processes Personnel Interviewed: Corporate Services Manager, CFO |
| | 4 | NP | 1 | Observations: <ul style="list-style-type: none">▪ Nil |
| 2021 RECOMMENDATION – NIL | | | | |
| 402 Type [2] | 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. | | | Finding: The Licensee confirmed that Clear Energy was obligated to supply meter data to the customer on request and at no charge and did so on request as described by the control procedure. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Documents/Systems: <ul style="list-style-type: none">▪ Web Portal, customer invoices Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | | | | Observations: |

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| | 4 | NP | 1 | <ul style="list-style-type: none"> BMS- Section 6 Customer Data specifically references the requirement. Customer invoices specify if the billing data is actual or estimated. (i.e, reading type) |
| | 2021 RECOMMENDATION - NIL | | | |
| 406 Type [NR] | <p>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.</p> | | | <p>Finding: The Licensee confirmed there were no requests by the network operator to collect information from customers.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Nil <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 407 Type [NR] | <p>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.</p> | | | <p>Finding: The Licensee confirmed that there was no request to collect and maintain a record of the address, site and customer attributes other than that provided at transfer. This information was collected by Western Power.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Web Portal <p>Personnel Interviewed: Corporate Services Manager, CFO</p> |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR | <p>Observations:</p> <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |

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| 408 Type [2] | 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. | | Finding: The Licensee confirmed that during the audit period there was not requirement to notify the network operator of a change in attributes, as documented the requirement in the BMS, however, detail as to how the situation could arise was not referenced, For example, new tenant. |
| | | | Documents/Systems: <ul style="list-style-type: none">Web Portal, 1 |
| | | | Personnel Interviewed: Corporate Services Manager, CFO, Third-Party Service Provider |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| 2021 RECOMMENDATION - NIL | | | |
| 410 Type [NR] | 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 5.19(2) that results from the provision of standing data by the network operator to the user. | | Finding: During the audit period Western Power generated notice via web portal of changed Standing Data attributes, which the licensee acknowledged without further correspondence to Western Power. |
| | | | Documents/Systems: <ul style="list-style-type: none">Web Portal |
| | | | Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| 2021 RECOMMENDATION - NIL | | | |
| 416 | 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 | | Finding: The Licensee confirmed that during the audit period there were no requests made for a test or audit. |

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| Type [2] | 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. | | | Documents/Systems: <ul style="list-style-type: none"> Web Portal |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 417 Type [2] | 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. | | | Finding: Refer to finding 416 Documents/Systems: <ul style="list-style-type: none"> ETAC |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 435 Type [2] | 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. | | | Finding: The Licensee confirmed during the audit period that Clear Energy did not receive a request from the network operator in relation to customer attribute information that it reasonably believes are missing or incorrect Documents/Systems: <ul style="list-style-type: none"> Web Portal |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Personnel Interviewed: Corporate Services Manager, CFO |

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| | 4 | NP | NR | Observations: <ul style="list-style-type: none"> Nil |
| | 2021 RECOMMENDATION - NIL | | | |
| 448 Type [2] | 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. | | | Finding: The Licensee confirmed during the audit period that Clear Energy had an ETAC and complied with rules, procedures, agreements and criteria prescribed. The Licensee used the Western Power portal to make all metering transactions and thus meet compliance with Western Power's rules, procedures, agreements and criteria. |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING 1 | Documents/Systems: <ul style="list-style-type: none"> Web Portal, Build Pack Personnel Interviewed: Corporate Services Manager, CFO |
| | 2021 RECOMMENDATION - NIL | | | |
| 451 Type [NR] | 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. | | | Finding: The Licensee confirmed during the audit period that Clear Energy and Western Power could send and receive a notice by post and electronic communication and the network operator had been advised of a telephone number for voice communication in connection with the Code. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING | Documents/Systems: <ul style="list-style-type: none"> Web Portal Personnel Interviewed: Corporate Services Manager, CFO |
| | | | | Observations: |

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| | 5 | NP | 1 | <ul style="list-style-type: none"> Web Portal and other Western Power communication was confirmed during site visit. |
| | 2021 RECOMMENDATION - NIL | | | |
| 453 Type [2] | 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. | | | Finding: The Licensee confirmed during the audit period that Clear Energy was not requested by the network operator to notify its contact details. Documents/Systems: <ul style="list-style-type: none"> CRM Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Process in which to verify compliance with the 3 business days was not included in the control procedure. BMS – Section 5.1 - Western Power Guidelines - ETAC did not reference this requirement. Use of the CRM or control procedures to capture compliance of 3 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | | |
| 454 Type [2] | 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. | | | Finding: The Licensee confirmed during the audit period that Clear Energy was not required to notify the network operator of any change to its contact details. Documents/Systems: <ul style="list-style-type: none"> CRM Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 4 | CONTROLS RATING NP | COMPLIANCE RATING NR | Observations: <ul style="list-style-type: none"> Use of the CRM or control procedures to capture compliance of 3 business day rule was not able to be assessed. |

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| | 2021 RECOMMENDATION - NIL | | |
| 455 Type [2] | 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 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. | | <p>Finding: The Licensee confirmed that Clear Energy established internal policies and codes of conduct in relation to privacy, confidentiality and the handling of sensitive information. In respect to the Metering Code “confidential information” refers to standing data and energy data; and any other information which is confidential information of, or commercially sensitive to, a customer or code participant.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Clear Energy Website, Privacy Policy <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> The Licensee’s Privacy Policy was published on the Clear Energy website (Privacy Policy - Clear Energy) BMS – Section 6 – Customer Data specifically referenced this requirement |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | 1 |
| | 2021 RECOMMENDATION – NIL | | |
| 456 Type [2] | 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. | | <p>Finding: Refer finding for obligation 455.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> Clear Energy Website, 2 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Refer observations for obligation 455. |
| | PRIORITY | CONTROLS RATING | COMPLIANCE RATING |
| | 4 | NP | 1 |
| | 2021 RECOMMENDATION - NIL | | |

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| 457 Type [NR] | 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. | | | Finding: The Licensee confirmed during the audit period there were no disputes with Western Power in relation to the metering code obligations. Documents/Systems: <ul style="list-style-type: none">1, CRM Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">BMS – Section 5.4 - Western Power Guidelines - Customer Transfer Code and Electricity Industry Metering Code specifically referenced this requirement.Process in which to verify compliance with the 5 business days was not included in the control procedure.Use of the CRM or control procedures to capture compliance of 5 business day rule was not able to be assessed. |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
| | 2021 RECOMMENDATION - NIL | | | |
| 458 Type [NR] | 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 resolve the dispute by negotiations in good faith. | | | Finding: The Licensee confirmed during the audit period there were no disputes with Western Power in relation to the metering code obligations. Documents/Systems: <ul style="list-style-type: none">1, CRM Personnel Interviewed: Corporate Services Manager, CFO Observations: <ul style="list-style-type: none">Process in which to verify compliance with the 10 business days was not included in the control procedure.BMS – Section 5.4 - Western Power Guidelines - Customer Transfer Code and Electricity Industry Metering Code specifically referenced this requirement.Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR | |
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| | 2021 RECOMMENDATION – NIL | | |
| 459 Type [NR] | <p>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.</p> | | |
| | PRIORITY 5 | CONTROLS RATING NP | <p>Finding: The Licensee confirmed during the audit period there were no disputes with Western Power in relation to the metering code obligations.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1, CRM <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> Process in which to verify compliance with the 10-business day was not included in the control procedure. BMS – Section 5.4 – Western Power Guidelines – Customer Transfer Code and Electricity Industry Metering Code specifically referenced this requirement. Use of the CRM or control procedures to capture compliance of 10 business day rule was not able to be assessed. |
| | 2021 RECOMMENDATION - NIL | | |
| 460 Type [2] | <p>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.</p> | | |
| | PRIORITY 4 | CONTROLS RATING NP | <p>Finding: The Licensee confirmed during the audit period there were no disputes with Western Power in relation to the metering code obligations.</p> <p>Documents/Systems:</p> <ul style="list-style-type: none"> 1 <p>Personnel Interviewed: Corporate Services Manager, CFO</p> <p>Observations:</p> <ul style="list-style-type: none"> BMS – Section 5.4 - Western Power Guidelines - Customer Transfer Code and Electricity Industry Metering Code specifically referenced this requirement. |

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| | 2021 RECOMMENDATION - NIL | | |
| 461 Type [NR] | 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). | | Finding: The Licensee confirmed during the audit period there were no disputes with Western Power in relation to the metering code obligations. Documents/Systems: <ul style="list-style-type: none"> Nil Personnel Interviewed: Corporate Services Manager, CFO |
| | PRIORITY 5 | CONTROLS RATING NP | COMPLIANCE RATING NR |
| | 2021 RECOMMENDATION - NIL | | |

Note:

- * indicates obligation was reclassified during the audit period from NR to Type 2 (Refer Amendment Record - Electricity Compliance Reporting Manual – June 2020). Prior to this period the rating was NR.
- ** indicates identified as non-compliant in previous audit or an Annual Compliance Report
- NP - not possible to provide a controls rating because no activity has taken place to exercise the obligation during the audit period
- NR - Not applicable to audit period and as such compliance was not assessed

APPENDIX 2 – AUDIT DOCUMENT LISTING

Documents Reviewed

Table 12 - Documents Reviewed and Assessment of Effectiveness

| DOCUMENT REF NUMBER | DOCUMENT NAME | 9 Electricity Industry Customer Transfer Code | 11 Electricity Industry (Customer Contracts) Regulations | 12 Electricity Industry Act | 13 Electricity Licences | 14 Code of Conduct for the Supply of Electricity to Small Use Customers | 15 Electricity Industry Metering Code |
|---------------------|---|---|--|-----------------------------|-------------------------|---|---------------------------------------|
| | List of all documentation reviewed and evidence sampled. | | | | | | |
| | DOCUMENT ASSESSMENT | | | | | | |
| | <div>Current, Reviewed, implementation verified, document effective in facilitating compliance</div> <div>Requires some review to improve effectiveness and ensure implementation, potential impact on compliance processes</div> <div>Requires urgent review, document obsolete or not implemented, critical to compliance processes</div> | | | | | | |
| 1 | CE_25082021_ClearEnergy Business Management System | | | | | | |
| 2 | CE_28092021_Code of Personal Conduct | | | | | | |
| 3 | CE_28092021_Conflict of Interest Policy | | | | | | |
| 4 | CE_28092021_Delegation of Authority Policy | | | | | | |
| 5 | CE_28092021_Information and Communications Technology Policy | | | | | | |
| 6 | CE_28092021_Performance Policy | | | | | | |
| 7 | CE_28092021_Website Terms & Conditions | | | | | | |
| 8 | CE28092021_Recruitment, Onboarding and Training Policy | | | | | | |
| 9 | Incident Reporting Form | | | | | | |
| 10 | Complaints Handling Process and Register | | | | | | |
| 11 | Service Standard Payments | | | | | | |
| 12 | CE_20200930_ElectricityLicencePerformanceReport_DataSheet_v1.0 | | | | | | |
| 13 | Clear Energy ERA customers standing data audit 21.xlsx | | | | | | |
| 14 | RE Request for clarification 2020 annual performance report ERL014 Clear Energy Pty Ltd | | | | | | |
| 15 | 2021_Clear Energy Electricity Licence Performance Report_DataSheet_ | | | | | | |
| 16 | RE Acknowledgement and Request to publish 2020 Annual Performance Report ERL14 Clear Energy Pty Ltd | | | | | | |
| 17 | RE_ Website publications - ERL14 - Clear Energy Pty Ltd | | | | | | |
| 18 | ERA acknowledge website in development and delayed publication _2020 Annual Performance Report ERL14 Clear Energy Pty Ltd | | | | | | |
| 19 | CE_2021_ERA2021AnnualComplianceReport | | | | | | |
| 20 | CE_20200910_ERA2020AnnualComplianceReport | | | | | | |
| 21 | Acknowledgement - 2020 Licence Standing Charge Data - ERL14 - Clear Energy Pty Ltd | | | | | | |
| 22 | Clear Energy Licence Standing Charge Data ERA Report 2021 | | | | | | |
| 23 | ERA Audit: File Uploads | | | | | | |
| 24 | RE_ Commencement of 2021 performance audit - Clear Energy Pty Ltd - ERL14 | | | | | | |
| 25 | RE_ HPECM_ Re_ Commencement of 2021 performance audit - Clear Energy Pty Ltd - ERL14 | | | | | | |
| 26 | Request for clarification - 2020 annual performance report - ERL014 - Clear Energy Pty Ltd | | | | | | |

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|---------------------|--|---|---|--|-----------------------------|-------------------------|---|---------------------------------------|
| | List of all documentation reviewed and evidence sampled. | | | | | | | |
| | DOCUMENT ASSESSMENT | | | | | | | |
| | | Current, Reviewed, implementation verified, document effective in facilitating compliance | | | | | | |
| | | Requires some review to improve effectiveness and ensure implementation, potential impact on compliance processes | | | | | | |
| | Requires urgent review, document obsolete or not implemented, critical to compliance processes | | | | | | | |
| 26 | Subject_ Economic Regulation Authority (ERA) - Performance Assessment Request | | | | | | | |
| 27 | Electricity Licence Performance Report - Clear Energy | | | | | | | |
| 28 | CE_13042021_CuAContract_ | | | | | | | |
| 29 | CE_16112020_ _Signed | | | | | | | |
| 30 | CE_20201021_CuAContract_ _Signed | | | | | | | |
| 31 | CE_24032021_CuAContract_ _Signed | | | | | | | |
| 32 | CE_01042021_Key Terms Signed_ | | | | | | | |
| 33 | CE_18032021_Contract_ | | | | | | | |
| 34 | CE_23022021_Signed Key Terms_ | | | | | | | |
| 35 | CE_30062021_ | | | | | | | |
| 36 | CE_GCE_08062021_ | | | | | | | |
| 37 | Executed ESA signed | | | | | | | |
| 38 | GCE Community Energy Proposal_ | | | | | | | |
| 39 | signed contract | | | | | | | |
| 40 | TG_08022021_Signed Key terms_ | | | | | | | |
| 41 | CE_05102021_CustomerList | | | | | | | |
| 42 | Customer list | | | | | | | |
| 43 | Clear Energy standard form contract review | | | | | | | |
| 44 | Enquiry_ Clean Energy invoice | | | | | | | |
| 45 | ERA - Statement of Account as at 04-JUN-21 | | | | | | | |
| 46 | ERA Retail Licence Auditor | | | | | | | |
| 47 | ERA Stakeholder survey | | | | | | | |
| 48 | RE Reminder Annual electricity licence performance reporting obligation 201920 reporting year | | | | | | | |
| 49 | RE Request for clarification 2020 annual performance report ERL014 Clear Energy Pty Ltd | | | | | | | |
| 50 | RE_ Reminder - Data used to calculate 2020 Electricity Licence Standing Charges | | | | | | | |
| 51 | Reporting obligations and fees payable - ERL14 - Clear Energy Pty Ltd | | | | | | | |
| 52 | Clear_Energy_Pty_Ltd_-_Balance_Sheet 30 June 21 | | | | | | | |
| 53 | Clear_Energy_Pty_Ltd_-_Profit_and_Loss 30 June 21 | | | | | | | |

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| | List of all documentation reviewed and evidence sampled. | | | | | | | |
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| | | Current, Reviewed, implementation verified, document effective in facilitating compliance | | | | | | |
| | | Requires some review to improve effectiveness and ensure implementation, potential impact on compliance processes | | | | | | |
| | Requires urgent review, document obsolete or not implemented, critical to compliance processes | | | | | | | |
| 54 | Tersum Energy Engagement Letter FY2021 | | | | | | | |
| 55 | Tersum Energy Pty Ltd - 2019 Annual Compliance Pack | | | | | | | |
| 56 | Tersum Group - 2020 Annual Compliance Pack | | | | | | | |
| 57 | CE_22032021_EMMA_AMRCCE_SignedFINAL | | | | | | | |
| 58 | CE_GCE_20092021_EMMA_ClearandGCE_FINALSigned | | | | | | | |
| 59 | Community Marketing Procedure Signed 17092021 | | | | | | | |
| 60 | GCE Marketing procedures | | | | | | | |
| 61 | Residential Customer - Docusign confirmation of receipt of contract | | | | | | | |
| 62 | Residential Customer - TG_08022021_Signed Key terms_ | | | | | | | |
| 63 | Residential Customer - v2.0 GCE1001 GCE Electricty Invoice - | | | | | | | |
| 64 | Residential Customer – Synergy Bills | | | | | | | |
| 65 | Residential Customer - SynergyBill_ | | | | | | | |
| 66 | Residential Customer - Authority to Access Data | | | | | | | |
| 67 | Residential Customer - Customer Authority to Act | | | | | | | |
| 68 | Residential Customer - WP form user guide | | | | | | | |
| 69 | CE_01052021_SaleforceTerminology | | | | | | | |
| 70 | CE_12052021_CustomerGuide | | | | | | | |
| 71 | CE_14042021_SalesProcedures | | | | | | | |
| 72 | CE_20201001_CorporateCalendar_ReportingObligations_v1.0 | | | | | | | |
| 73 | CE_01042021_SalesInduction_Checklist | | | | | | | |
| 74 | CE_01042021_SalesInduction_Checklist_Communities | | | | | | | |
| 75 | CE_01052021_OnboardingPack_Current | | | | | | | |
| 76 | Data - _Clear Energy Verifiable Consent to Access Energy | | | | | | | |
| 77 | Verifiable Consent to Access Energy Data | | | | | | | |
| 78 | verifiable consent | | | | | | | |
| 79 | Data Consent - | | | | | | | |
| 80 | Authority to Act | | | | | | | |
| 81 | Template_ Energy Verifiable Consent to Access Energov Data | | | | | | | |

| DOCUMENT REF NUMBER | DOCUMENT NAME | | 9 Electricity Industry Customer Transfer Code | 11 Electricity Industry (Customer Contracts) Regulations | 12 Electricity Industry Act | 13 Electricity Licences | 14 Code of Conduct for the Supply of Electricity to Small Use Customers | 15 Electricity Industry Metering Code |
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| | | Current, Reviewed, implementation verified, document effective in facilitating compliance | | | | | | |
| | | Requires some review to improve effectiveness and ensure implementation, potential impact on compliance processes | | | | | | |
| | | Requires urgent review, document obsolete or not implemented, critical to compliance processes | | | | | | |
| 82 | Template_Clear Energy Verifiable Consent to Access Energy Data - | | | | | | | |
| 83 | CE_20111027_Standard Form Contract | | | | | | | |
| 84 | CE_ElectricityTransferAccessContract_WesternPowerClearEnergy | | | | | | | |
| 85 | CLE9928 Clear Energy - Energy Invoice - | | | | | | | |
| 86 | CLE10142 Clear Energy - Energy Invoice - | | | | | | | |
| 87 | CLE10143 Energy Invoice - | | | | | | | |
| 88 | CLE10144 Energy Invoice - | | | | | | | |
| 89 | CLE10181 Energy Invoice - | | | | | | | |
| 90 | CLE10182 Clear Energy - Energy Invoice - | | | | | | | |
| 91 | CLE10183 Clear Energy - Energy Invoice - | | | | | | | |
| 92 | CLE10188 Energy Invoice - | | | | | | | |
| 93 | - Broker Agreement - Tersum_Clear Energy - signed | | | | | | | |
| 94 | CE_17022021_ServiceLevelAgreement_ | | | | | | | |
| 95 | 08122020_ | | | | | | | |
| 96 | 2019110018 Clear Energy - amended | | | | | | | |
| 97 | 2020040013 Clear Energy Geraldton Medical - signed | | | | | | | |
| 98 | 2021040005 Clear Energy | | | | | | | |
| 99 | 2021060009 - Clear Energy | | | | | | | |
| 100 | CE_24032021_ClearEnergy | | | | | | | |
| 101 | CE_2020100020_Contract_ | | | | | | | |
| 102 | TER Activity definitions map_v4_100920 | | | | | | | |
| 103 | TER Activity Heat Map_v4_070920 | | | | | | | |
| 104 | Tersum Control Improvement Plan v1 100920 | | | | | | | |
| 105 | Tersum Retail Electrical Sales Activity Control Map v1_100920 | | | | | | | |
| 106 | 16112020_ _CuAOrderForm | | | | | | | |
| 107 | 2020LIVE_GeneralTermsandConditions_ElectricitySupplyAgreement_Archived | | | | | | | |

| DOCUMENT REF NUMBER | DOCUMENT NAME | | 9 Electricity Industry Customer Transfer Code | 11 Electricity Industry (Customer Contracts) Regulations | 12 Electricity Industry Act | 13 Electricity Licences | 14 Code of Conduct for the Supply of Electricity to Small Use Customers | 15 Electricity Industry Metering Code |
|---------------------|--|---|---|--|-----------------------------|-------------------------|---|---------------------------------------|
| | List of all documentation reviewed and evidence sampled. | | | | | | | |
| | DOCUMENT ASSESSMENT | | | | | | | |
| | | Current, Reviewed, implementation verified, document effective in facilitating compliance | | | | | | |
| | | Requires some review to improve effectiveness and ensure implementation, potential impact on compliance processes | | | | | | |
| | | Requires urgent review, document obsolete or not implemented, critical to compliance processes | | | | | | |
| 108 | 8908616_1(Energy Services Agreement Version 1 - 23 September 2019)_Archived | | | | | | | |
| 109 | CE_02062021_EnergyServiceAgreementGeneralConditionsV6_Archive d21062021_Archived | | | | | | | |
| 110 | CE_05102021_EnergyServiceAgreementGeneralConditions_LIVE inc CPI | | | | | | | |
| 111 | CE_09072021_EnergyServiceAgreementGeneralConditions_LIVE | | | | | | | |
| 112 | CE_20201001_StandardFormContract_ElectricityServicesAgreement_v 1.0_Archived | | | | | | | |
| 113 | Performance report correspondence ERA | | | | | | | |
| 114 | Residential Customer - Invoice | | | | | | | |
| 115 | Ombudsman Payment 2021 | | | | | | | |
| 116 | Example email from Clear requesting quote with VC attached | | | | | | | |
| 117 | ERA Audit_ Dates of Performance Report updates | | | | | | | |
| 118 | CTRs Clear Energy 06122021 | | | | | | | |
| 119 | Confirmation of Performance Report upload to website | | | | | | | |
| 120 | CE_14122021_ERA_Changeofaddress | | | | | | | |
| 121 | 14 to 112 calendar days | | | | | | | |
| 122 | CE_05112021_WeeklySnapshotReport | | | | | | | |
| 123 | CE_Week2_16112021_WeeklySnapshotReport | | | | | | | |
| 124 | CE_Week3_23112021_WeeklySnapshotReport | | | | | | | |
| 125 | CE_Week4_30112021_WeeklySnapshotReport | | | | | | | |
| 126 | CLE10142 Clear Energy - Energy Invoice - | | | | | | | |
| 127 | CLE10776 Clear Energy - Energy Invoice - | | | | | | | |
| 128 | CLE11076 Clear Energy - Energy Invoice - | | | | | | | |
| 129 | E10478 - Clear Energy - | | | | | | | |
| 130 | E10776 - Clear Energy - | | | | | | | |
| 131 | E11076 - Clear Energy - | | | | | | | |
| 132 | CLE10183 Clear Energy - Energy Invoice - | | | | | | | |
| 133 | CLE10479 Clear Energy - Energy Invoice - | | | | | | | |
| 134 | CLE10775 Clear Energy - Energy Invoice - | | | | | | | |

| DOCUMENT REF NUMBER | DOCUMENT NAME | | 9 Electricity Industry Customer Transfer Code | 11 Electricity Industry (Customer Contracts) Regulations | 12 Electricity Industry Act | 13 Electricity Licences | 14 Code of Conduct for the Supply of Electricity to Small Use Customers | 15 Electricity Industry Metering Code |
|---------------------|--|---|---|--|-----------------------------|-------------------------|---|---------------------------------------|
| | List of all documentation reviewed and evidence sampled. | | | | | | | |
| | DOCUMENT ASSESSMENT | | | | | | | |
| | | Current, Reviewed, implementation verified, document effective in facilitating compliance | | | | | | |
| | | Requires some review to improve effectiveness and ensure implementation, potential impact on compliance processes | | | | | | |
| | | Requires urgent review, document obsolete or not implemented, critical to compliance processes | | | | | | |
| 135 | CLE11074 Clear Energy - Energy Invoice - | | | | | | | |
| 136 | E10479 - Clear Energy - High School | | | | | | | |
| 137 | E10775 - Clear Energy - High School | | | | | | | |
| 138 | E11074 - Clear Energy - High School | | | | | | | |
| 139 | Privacy Policy | | | | | | | |
| 140 | Hardship Policy V1 | | | | | | | |
| 141 | Hardship Policy V2 | | | | | | | |
| 142 | Hardship Procedures | | | | | | | |

Note: If blank document assessment, the document was reviewed but not assessed during the audit process.